

# FOREWORD

The Purchasing Division has prepared this revised "Purchasing Procedures Manual" which will serve as the basis for purchasing procedures for Polk County.

The purchasing function involves the procurement of goods and services at the lowest possible cost consistent with the quality needed to meet the required standards established and approved by the Board of County Commissioners. This act is the sole responsibility of the Purchasing Division. Our goal is to promote the best interest of Polk County through prudent practices and fair dealings, which should result in maximum savings consistent with the highest quality for the County.

Rules and regulations are necessary to properly administer the purchasing operation and, since it is essential that all who are involved in the purchasing function be well informed, this manual has been developed to aid all employees who are directly or indirectly associated with the process.

The objectives of the Purchasing Division of Polk County are as follows:

1. To deal fairly and equitably with all vendors wishing to do business with Polk County.
2. Provide professional procurement services for all divisions and departments within the County.
3. Assure adherence to all laws, ordinances and regulations related to county procurement.
4. Maximize competition for all procurement activities of the County.
5. To obtain maximum savings through innovative buying and application of value analysis techniques.
6. Manage the contracting function with internal efficiency.
7. Purchase goods and services from capable vendors at the lowest price, consistent with the highest quality and best delivery, meeting the County's requirements.

The Board of County Commissioners of Polk County, Florida, recognizes centralized purchasing as a necessary function of effective government and therefore declares in ordinance 06-024 and all subsequent revisions that it shall be the responsibility of the Purchasing Director to centralize the purchase of all goods, services or construction for the departments and divisions of the County. The basic objective is to obtain the best total value consistent with operational needs, while maintaining fair and open competition.

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Date: 8/6/10

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# LIST OF DEFINITIONS

1. **Addendum:** a written change to a Bid, Quote or RFP during the solicitation process.
2. **Administrative Regulations and Internal Procedures of Procurement:** those appropriately promulgated directives having general or particular applicability designed to implement or interpret policy, or describing organization, procedure or practice requirements.
3. **Agreement:** the bargain of the parties in fact as found in their language or by implication from other circumstances including a course of dealing, usage of trade or course of performance. Whether or not an agreement has legal consequences is determined by the provisions of the Uniform Commercial Code of Florida, if applicable, otherwise by the law of contracts.
4. **Alternative Vendor Selection:** A process to be used for the purchase of supplies, equipment and contractual services greater than \$5,000.00 but less than \$50,000.00 when the justification is sufficient to show why the use of the vendor is in the best interest of the County.
5. **Amendment:** written modification, which normally revises the quantities and may include an extension of time to complete the contract.
6. **Best Value Procurement:** a procurement process used to contract with high performing vendors to reduce risk and deliver quality products and services utilizing the structured process called the Performance Information Procurement System (PIPS).
7. **Bid:** a formal written offer of a price by a vendor to the County to furnish specific goods and/or services in response to an Invitation for Bid or a multi- step bidding procedure.
8. **Bid Award:** an award of a bid for which funds have lawfully been appropriated by the Board of County Commissioners.
9. **Board:** the Board of County Commissioners of Polk County, Florida; a political subdivision of the State of Florida.
10. **Business:** any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.
11. **Community Investment Project:** any public improvement which the County undertakes, including the construction or reconstruction in whole or in part of any building, road, highway, street improvements, physical plant, structure or facility necessary in carrying out the functions of the County government. It does not include any routine maintenance, operation or repair of existing structures, buildings or real property.
12. **County Chairman:** the County Commissioner elected by the Board to serve as the Chairman of the Board of County Commissioners.

13. **Change Order:** a modification, deletion or addition to an executed contract by means of a formally executed document signed by both parties.
14. **Consultant Services:** any narrow discipline wherein a known practitioner has, through education and experience, developed expert advisory and programmed skills as a vocation; any service performed primarily by vocational personnel which requires the analysis or certification of a professional before the services are acceptable to the user of the service or any other advisory, study or programming activity. The Director of Procurement may determine, in writing, that the level of skills and/or creativity of the potential or known practitioner(s) warrants procurement in lieu of a competitive bid or quotation process. For the purposes of these procedures, the term Consultant Services does not include those services defined and prescribed under Florida Statute 287.055.
15. **Construction:** the process of constructing a building, structure, road or drainage utilities; altering, repairing, improving or demolishing any structure or building; or other improvements of any kind.
16. **Contract:** (a) a deliberate verbal or written agreement between two or more competent parties to perform or not perform a specific act or acts; or (b) any type of agreement, regardless of what it is called, for the procurement or disposal of goods, services or construction, usually for exchange of goods or services for money or other consideration.
17. **Contractor:** any person having a contract with the Board of County Commissioners.
18. **Debarment:** the exclusion for cause of a vendor or contractor from bidding and/or receiving a contract to do business with the County.
19. **Demolition:** the removal or destruction of any structure or building and appurtenances thereto, road or drainage utility.
20. **Design-Build Firm:** any partnership, corporation or other legal entity that is certified under the provisions of the Florida Statutes.
21. **Design-Build Services:** the requirement for which a single contract with a design-build firm is entered into for the design and construction of a Community Investment Project.
22. **Design Criteria Package:** concise performance-oriented drawings or specifications of a Community Investment Project.
23. **Design-Build Professional:** any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering or land surveying in the State of Florida.
24. **Designee:** a duly authorized representative of a person.

25. **Disadvantaged Business Enterprise (DBE) Program:** any small business having at least 51% ownership and control by one or more individuals who are both socially and economically disadvantaged according to the guidelines stating in the Federal DBE Program, 49 Code of Federal Regulations (CFR) parts 23 and 26. The entity's business size must meet the definition of small business as determined by the Small Business Administration (SBA).
26. **Emergency Purchases:** procurement that is made in response to a requirement when the delay incident for complying with all governing rules, regulations and procedures would be detrimental to the health, safety and welfare of the County and/or its citizens.
27. **Employee:** a person employed by the County who is drawing a salary or wages directly from the County.
28. **Goods:** any tangible property other than services or real property.
29. **Invitation for Bid (IFB):** the solicitation document that is used for competitive sealed bidding for procurement of construction, goods and/or services for the County.
30. **Item:** a separate single unit, article, product, material or service.
31. **Local Business:** any business having a physical location within the boundaries of Polk County at which employees are located and from which business is regularly transacted.
32. **May:** denotes the permissive.
33. **Manager:** the County Manager or designee.
34. **Minority Business Input Team (MBIT):** A team developed to provide input on the County's minority business strategies.
35. **Must:** denotes the imperative.
36. **Person:** any business, individual, union, committee, club, organization or group of individuals.
37. **Procurement:** the buying, purchasing, renting, leasing or otherwise acquiring of any goods and/or services for public purposes in accordance with the laws, rules, regulations and procedures intended to provide for the economic expenditure of public funds. It includes but is not limited to all functions which pertain to the obtaining of any supplies, materials, equipment and/or services including construction projects and Community Investment Projects, as defined herein, required by any division or agency of County government regardless of the source of funds. It excludes those items as set forth in the Ordinance under Section I, Part B.
38. **Professional Services:** any architectural, engineering, landscape architectural and registered land surveying services as defined and prescribed under Florida Statute 287.055.

39. **Proposal:** an executed formal document submitted by an offeror to the County stating the good(s) and/or service(s) offered to satisfy the need as requested in the Request for Proposal or Request for Information.
40. **Purchase:** the same as Procurement, as defined herein.
41. **Purchasing Card:** an instrument used to purchase goods/services in accordance with established procedures.
42. **Procurement Director:** the person holding the position as the head of the Procurement Division for the Board.
43. **Purchase Order:** the County's document used to authorize a purchase transaction with a vendor. It should contain provisions for construction, goods and/or services ordered; applicable terms as to payments, discounts, date of performance and transportation; and other factors or conditions relating to the transaction. Acceptance of a Purchase Order by a vendor shall constitute a contract, except instances in which a Purchase Order is issued only as an internal encumbrance document.
44. **Quotation:** any oral or written informal offer to the County by a vendor for furnishing specific goods and/or services at a stated price.
45. **Request for Information (RFI):** this solicitation is only used to gather information from vendors who provide certain good or services.
46. **Request for Proposal (RFP):** a solicitation of responses for goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of proposal is based on stated criteria and shall state the relative importance of all evaluation factors; other factors may be considered as stated in the RFP.
47. **Request for Proposal Quote (RFPQ):** a written request for services for which the scope of work and/or specifications cannot reasonably be defined and services will not exceed \$50,000.00.
48. **Request for Quotation (RFQ):** an informal request, either oral or written, to solicit prices for specific goods and/or services.
49. **Request for Pre-Qualification (RFPQ):** a request to determine the qualifications for a construction project or other specific projects, used at the discretion of the Procurement Director.
50. **Responsible Bidder, Offeror, Quoter or Respondent:** an individual or business which has submitted a bid, offer, proposal, quotation or response, which has the capability, as determined by the County, in all respects, to perform fully the Contract requirements with the integrity and reliability which give reasonable assurance of good faith and performance.

51. **Responsive Bidder, Offeror, Quoter or Respondent:** an individual or business which has submitted a bid, offer, proposal, quotation or response, which conforms to all material aspects of the solicitation, as determined by the County.
52. **Services:** the furnishing of labor, time and/or effort by professionals or contractors, wherein the submission of goods or other specific end products other than reports, studies, plans, advisories, contractual documents or other documents relating to the required performance is incidental or secondary. This term shall not include employment agreements or collective bargaining agreements.
53. **Sheltered Market Program:** A program which provides that selected procurement opportunities are designated, before solicitation, for competition between W/MBE's in the contiguous Counties and Pinellas County and local vendors only.
54. **Shall:** denotes the imperative.
55. **Sole Source:** the only existing source of the only item which meets the needs of the user department/division as determined by a reasonably thorough analysis of the marketplace.
56. **Specifications:** a concise statement of a set of requirements to be satisfied by a product, material or process used in an Invitation for Bid or Request for Quotation to describe the goods and/or services to be purchased or otherwise acquired.
57. **Standing Purchase Order:** an order for goods or services where the periodic charge is constant and therefore can be predetermined for the stated period (i.e. mowing service for twelve (12) months at \$100.00/month for a total original standing order of \$1,200.00.).
58. **Suspension:** temporary debarment for a period not to exceed two (2) years.
59. **Term Bids:** Repetitive purchases where the cumulative amount of purchases during any 12-month period is \$50,000 or more and unit prices can be established.
60. **Term Quotes:** Repetitive purchases where the cumulative amount of purchases during any 12-month period is less than \$50,000 and unit prices can be established.
61. **User Division:** the division within the County government, which requests and utilizes goods and/or services, which are procured according to the Procurement Procedures Manual.
62. **Vendor:** an actual or potential provider of goods or services.
63. **Vendors List:** the compilation by category of goods and/or services of the names and addresses of those appropriate providers of goods and/or services who have indicated an interest in doing business with the County.
64. **Women/Minority Business Enterprise (W/MBE) Program:** A program designed to give women and minorities the maximum feasible opportunity to participate in the County's procurement process. This applies to any business in which 51% of the business is owned by a

woman or minority. The term “Woman or Minority Owned Business Enterprise” shall only include those businesses whose primary office is located within one of the following counties: Polk, Hardee, Highlands, Hillsborough, Lake, Manatee, Okeechobee, Orange, Osceola, Pasco, Pinellas, and Sumter Counties.

# **PROCUREMENT**

## **DIRECTOR OF PROCUREMENT**

The Procurement Director shall serve as the principal officer for the contracting and/or purchase of all goods and services for the Board of County Commissioners.

## **DUTIES OF THE PROCUREMENT DIRECTOR**

The Procurement Director shall:

1. Direct the Procurement Division, which shall be the responsible division through which the County will conduct all of its procurement and contracting for all supplies, material, equipment, contractual services, professional services, consultant services, construction or any combination of goods and services.
2. Upon request of any constitutional officer of the County, make the services provided for herein available, subject to the terms of the Procurement Procedures Manual.
3. Maintain a current vendor database for possible sources of supply for all goods and services purchased by the County. Ensure the inclusion of every business which requests to be included in the vendor database.
4. Provide the establishment/promulgation of the Procurement Procedures Manual.
5. Take all necessary actions to encourage Women and Minority Businesses to participate in the procurement process.
6. Determine the method of selection for each type of procurement.
7. When possible, standardize contract clauses, terms and conditions, and documents.
8. Administer the Polk County Purchasing Card Program.
9. Delegate authority to others, as may be required.
10. Perform other duties as directed by the Board or Management.
11. Prepare and submit the annual operating budget for the Procurement Division.

## **PROCUREMENT DIVISION RESPONSIBILITIES AND FUNCTIONS**

1. The Procurement Division staff is responsible for administering the “Polk County Procurement Ordinance” through these Procurement Procedures that are formulated from the ordinance; initiating reports necessary to permit analysis of purchasing performance; approving purchasing-related contracts; dealing fairly with all potential sources of supply; consolidating purchases of like or common items; obtaining fair prices for goods and services; and generally defining how to effect cost savings and coordinate purchasing and contracting procedures for Polk County.
2. Specific purchasing staff responsibilities, duties and functions include:
  - a. Develop purchasing objectives, programs and operating procedures for the purchase and contracting of all goods and services.
  - b. Act as Polk County’s representative on all matters pertaining to purchasing.
  - c. Assemble plans and/or specifications in cooperation with user divisions and agencies that are subsequently included in, but not limited to, Invitations for Bid, Best Value Procurement, Requests for Proposal and Requests for Quotation.
  - d. Consolidate requisitions and purchases of like or common items to obtain the maximum economical benefits and cost savings and explore the possibilities of buying “in bulk” to take full advantage of quantity discounts. Such consolidation may include requirements of a single division or multiple divisions.
  - e. Work with divisions to establish standardization of goods and services, where practical, within a competitive environment.
  - f. Promote good will and public relations between the County and its vendors. Encourage full and open competition wherever possible. Assure vendors fair and equitable business dealings in accordance with the County’s Procurement Ordinance and this Procurement Procedure Manual.
  - g. Keep informed of current developments in the field of purchasing, including but not limited to prices, market conditions and new products. Secure for the County the benefits of research conducted in the field of purchasing by other governmental jurisdictions, national technical societies, organizations aligned with the National Institute of Governmental Purchasing (NIGP), trade associations, private businesses and private organizations.
  - h. Maintain a current vendor database to provide possible sources of supply for all goods and services purchased by the County. The database may include a description of vendors’ commodities and their DBE and W/MBE status.
  - i. Identify vendors who default on their contracts with the County and recommend an action of suspension or debarment by the Procurement Director.

## **PROCEDURES**

1. In accordance with the County's Procurement Ordinance, the following procedures shall govern the procurement of goods and services and the letting of any contract on any vertical or horizontal construction for the County.
  - a. All purchases will be made through and by the Procurement Division, except as otherwise exempted by ordinance, resolution or other Board action. In some instances, authority to request prices may be delegated to others. In accordance with the provisions contained within these procedures, the Procurement Director delegates authority to division directors, and those designated by them, the authority to purchase goods and services when the costs of those goods and services do not exceed \$5,000.00.
  - b. Acceptance of gifts or gratuities, other than advertising novelties of nominal value, is strictly prohibited. No employee shall become obligated to any vendor and shall not conclude any County transaction from which they may personally benefit.
  - c. No employee of the Board shall obligate the Board whereby said employee may derive income or benefits, other than those provided as remuneration from the Board for their employment.
  - d. No contract, purchase or group of requisitions shall be subdivided to avoid bid and quotation requirements. The restriction also applies to the delegated authority given in number one (1) for the purchase of goods and services not exceeding \$5,000.00.
  - e. It is unlawful for a Board officer or employee to order the purchase of any goods or services, or make any contract other than through the Procurement Director, without prior written authority or as specifically delegated herein. Any Purchase Order or contract made contrary to the provisions hereof shall not be approved and the Board shall not be bound thereby.
  - f. In cases of an extreme emergency, and only in such cases, an exception to the above policy may be made with the understanding that the person authorizing the emergency order will personally assume the responsibility of immediately following up the verbal order, given by their self or their authorized representative, with proper justification in written form and with the proper requisition. In cases of an emergency, the requestor should, if possible, contact the Procurement Division prior to placement of the order with the vendor.
  - g. No employee acting in their official capacity as a procurement agent shall either directly or indirectly purchase, rent or lease any realty, goods or services for the County from any business entity of which the employee, or employee's spouse or child, or any combination of them, has a material interest.

## **INTERDEPARTMENTAL RELATIONS**

1. Cooperation and understanding between divisions are essential in the effective operation of the Procurement Division.
  - a. The Procurement Division will endeavor to establish and maintain a close liaison with other divisions in order to meet their purchase needs and requirements.
  - b. In most instances the Procurement Division does not determine the requirements for a particular purchase, but may assume the responsibility for determining the applicable quality to meet the particular needs in conjunction with the user division.
  - c. When technical equipment, specifications, plans or designs are involved, the division concerned should indicate their requirements and all purchasing actions will be coordinated with the user division prior to the issuance of a formal bid, Purchase Order or contract.
2. The Procurement Director, or designee, may direct a "Purchasing Seminar" to be held periodically with various County divisions. This seminar will aid County personnel in gaining a better understanding of the operation of the Procurement Division. In addition, the seminar will contain information on State purchasing regulations, Board policy, emergency and sole source purchases, flow of requisitions, definition of purchasing items, change orders, amendments, modifications, contracts, and all aspects of these procedures.

## **VENDOR RELATIONS**

1. When necessary, in order to interview salespersons regarding details of their product, other divisions should coordinate such visits through the Procurement Division. In interviews with salespersons, no one shall commit to preference for any good or service or give any information regarding performance or price which might in any way compromise or obligate the Board of County Commissioners or the administration of Polk County.
2. All correspondence with suppliers should be through the Procurement Division or as directed by the Procurement Director. For cases where details involved make it advisable to delegate authority to the division, the Procurement Division may require that they receive copies of correspondence between the supplier and the division. In instances where a department or division wishes to explore new and innovative means, methods, processes or technology to accomplish the goals, objectives and mission of their division, they should communicate their desire with the Procurement Division for a determination of the appropriate course of action. When there is a known need for a result or outcome the division should request the Procurement Division issue either a Letter of Intent or Request for Information to provide the department or division the opportunity to review information from proposals, determine the level of interest from the vendor community, hear presentations or interview potential respondents to a Bid or Request for Proposal; all under a formal solicitation administered by the Procurement Division.

3. Any quotations or specific information received from vendors relative to any item under consideration for purchase must not be divulged until after a Purchase Order has been issued, except when regulations, laws, or ordinances make such disclosures permissible or mandatory.
4. All vendors must be afforded equal opportunities to quote so that all vendors can compete on equal terms. No "bid shopping" will be permitted; i.e., no one should obtain pricing from a vendor and request other vendors to meet or beat the disclosed price.
5. New sources of goods should be given due consideration because multiple sources of goods are necessary to ensure competition, continuity of goods and availability of goods. The County may buy from any vendor who exhibits adequate financial strength; a high ethical standard; a record of adhering to specifications and keeping their shipping promises; and gives a full measure of service.
6. The County will strive to maintain strong and enduring relationships with vendors of proven ability and a desire to meet the County's needs. To accomplish this, purchasing activities will be conducted so that all vendors will value the County's business and make every effort to furnish requirements on the basis of the most economical quantity, suitable quality, timely delivery, adequate service and lowest possible price.
7. In instances where it is in the best interest of the County to focus a solicitation for goods and services on the factors of risk, schedule, quality of performance and experience and competence of the Vendor's personnel; and where price becomes a factor after weight of the proceeding items, then a formal solicitation of "Best Value Procurement" will be utilized.

## **ETHICS**

In accordance with the County's Procurement Ordinance, the Procurement Division adheres to the National Institute of Governmental Purchasing (NIGP) Code of Ethics as stated below:

### **NIGP CODE OF ETHICS**

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

Seeks or accepts a position as head (or employee) only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization.

Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant.

Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served.

Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.

Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.

Believes that members of the Institute and its staff should at no time, or under any circumstances accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions.

Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts.

Resists encroachment on control of personnel in order to preserve integrity as a professional manager. Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on the basis of politics, religion, color, natural origin, disability, gender, age, pregnancy and other protected characteristics.

Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically, without discrimination.

Subscribes to and supports the professional aims and objectives of the National Institute of Governmental Purchasing, Inc.

# **WOMEN/MINORITY BUSINESS ENTERPRISE (W/MBE) PROGRAM**

The Policy Statement of the W/MBE Program is hereby made a part of these procedures and is described as follows:

It shall be the policy of the Polk County Board of County Commissioners that W/MBEs shall have maximum feasible opportunity to participate in the County's procurement process. The County Purchasing Division shall:

1. Ensure nondiscrimination of the County's procurement process;
2. Maintain a procurement environment in which W/MBE participants can compete fairly;
3. Prevent barriers that may obstruct the W/MBE participation in the County's procurement activities; and
4. Assist in the development of firms so that they can compete successfully in the marketplace outside the W/MBE Program.

# **WOMEN AND MINORITY BUSINESS ENTERPRISE (W/MBE) DESIGNATION**

In order for a vendor to be designated as a Women or Minority Business Enterprise (WMBE) in the County's vendor database the following documentation must be submitted with the vendor's registration:

- Notarized Affidavit of Women or Minority Business Designation, available on the County's website; or
- Valid W/MBE Certification from one of the following:
  - Florida Minority Supplier Development Council
  - Women Business Enterprise National Council
  - The State of Florida Office of Supplier Diversity
  - Florida Department of Transportation
  - U. S. Small Business Administration
  - Federal Aviation Authority
  - Other Florida governmental agencies

Certifications from other governmental agencies will be considered on a case-by-case basis.

False representation of any vendor as a women and/or minority for the purpose of this designation may subject the vendor to suspension from bidding as provided under Suspension and Debarment contained herein.

W/MBE designations will be good for the term of the certificate provided or for a term of two (2) years if Affidavit of Women or Minority Business Designation is submitted.

Vendors will receive an email notification after their designation has been accepted by the Purchasing Division. However, it is the vendor's responsibility to ensure that the qualifying documentation provided is kept current. It is also the vendor's responsibility to notify the Purchasing Division of any changes in company ownership that would effect W/MBE designation.

## **MINORITY BUSINESS INPUT TEAM (MBIT)**

1. When the Purchasing Division has identified a qualifying bid (under \$1,000,000) where three (3) or more Women or Minority Business Enterprises (W/MBE's) within the designated area (Hardee, Highlands, Hillsborough, Lake, Manatee, Okeechobee, Orange, Osceola, Pasco, Pinellas, Polk and Sumter Counties) has agreed that they are willing and able to bid, the Purchasing Division will submit the bid to the Minority Business Input Team (MBIT) for review.

2. The Purchasing Division will provide the MBIT with the bid specifications and the proposed vendor list, including those W/MBE's that have deemed themselves willing and able to bid.
3. The MBIT will review the bid for eligibility under the Sheltered Market Program and will vote as to whether or not to proceed under this program.
4. If the vote passes to use the Sheltered Market Program, the Purchasing Division will solicit only qualifying local and W/MBE vendors for that bid solicitation.
5. If the vote fails, the Purchasing Division will solicit all vendors in their database under the appropriate commodity code.
6. Any member of the MBIT who wishes to be considered as a possible vendor on any bid opportunity before the MBIT must abstain from voting on that specific opportunity.
7. Once bids are received on a Sheltered Market solicitation, if the Purchasing Division and/or the User Division feels that the bids received are all excessive they can request the MBIT remove the Sheltered Bid requirement. If the MBIT is in agreement, all bids will be rejected and the bid will be solicited using normal bidding procedures.
8. Purchasing will report any vendors who respond as willing and able to bid but do not submit a bid to the MBIT. The MBIT will direct the Office of Supplier Diversity to investigate the reasons why the vendor failed to bid.
9. If a vendor responds as willing and able to bid but does not submit a bid submittal for three (3) Invitations for Bids that vendor will be deactivated from the County's vendor database and may be suspended from bidding as provided under Suspension and Debarment contained within the Purchasing Procedures.

# **SHELTERED MARKET PROGRAM**

The Polk County Board of County Commissioners Sheltered Market Program allows for designated Invitations for Bid to be solicited to only local Polk County businesses and those W/MBE's having a business within Hardee, Highlands, Hillsborough, Lake, Manatee, Okeechobee, Orange, Osceola, Pasco, Pinellas, Polk and Sumter Counties. In order to be eligible for the Sheltered Market Program the bid solicitation must be for \$1,000,000 or less and there must be at least three (3) W/MBE's within the designated area willing and able to bid.

## **INFORMATION SHEET**

When the Purchasing Division receives a qualifying Information Sheet requesting an Invitation for Bid be solicited, the Purchasing Division shall determine if there are at least three (3) W/MBE vendors within the designated area willing and able to bid. This shall be done by querying a vendor list from the County's vendor database for the applicable commodity code(s) and contacting each W/MBE within the designated counties via email notification.

## **NOTIFICATION**

The notification email shall list the following:

- Bid number
- Bid title
- General specifications/qualifications
- Insurance requirements (if applicable)
- Contractor licensing requirements (if applicable)
- Bonding requirements (if applicable)
- Purchasing representative contact name/number/email address
- Deadline for response

All vendors will be given three (3) full business days to respond to the Purchasing representative or they will be considered unwilling and unable to bid. If a minimum of three (3) vendors do not respond as willing and able to bid on the Invitation for Bid in question by 4:00 p.m. on the third (3<sup>rd</sup>) day, the bid will be solicited using normal bidding procedures.

## **MINORITY BUSINESS INPUT TEAM**

If a minimum of three (3) W/MBE vendors respond as willing and able to bid on the Invitation for Bid in question, the bid solicitation will be submitted to the Minority Business Input Team (MBIT) for review. The W/MBE vendors that respond as able and willing to bid will be noted as the "qualifying vendors". If the MBIT agrees that the Invitation for Bid should be solicited using the Sheltered Market Program then only local, Polk County vendors and W/MBE vendors in Hardee, Highlands, Hillsborough, Lake, Manatee, Okeechobee, Orange, Osceola, Pasco, Pinellas, Polk and Sumter Counties will be solicited and eligible for bid. No other bid submittals from any other classification will be accepted.

After the bids are received they will be reviewed to verify that the "qualifying vendors" did submit bids. If any of the "qualifying vendors" do not submit a bid submittal, their contact information will be provided to the Office of Supplier Diversity for follow up.

## **FAILURE TO SUBMIT BID**

If a vendor responds as a “qualifying vendor” but does not submit a bid submittal for three (3) Invitations for Bids that vendor will be deactivated from the County’s vendor database and may be suspended from bidding as provided under Suspension and Debarment contained herein.

## **REPORTING**

Purchasing will provide the MBIT with monthly reports documenting activity of bids solicited under the Sheltered Market Program. These reports will assist the MBIT in determining if the program is reaching its goal and if the validity and need for this program still exists.

# REQUISITION TO PURCHASE

## GENERAL

The Requisition to Purchase serves to inform the Purchasing Division of the needs of the user department/division and to correctly define the goods or services requested. In addition, the authorized requisition signifies authority to charge a specific account number and verifies that there are sufficient funds available in the account specified. This process, which includes the requisitioner and at least one approver, also authorizes payment when the goods or services are properly received.

## PURCHASING DIVISION RESPONSIBILITIES

1. Provide training to assigned requisitioners for the proper purchasing and program procedures to requisition goods and/or services.
2. To process all requisitions and purchases in accordance with the County's purchasing procedures, with the least possible delay.
3. To locate the sources and availability of needed products.
4. To work with suppliers in correlating all the steps involved in completing a purchase, including Purchase Order follow-up and tracking.
5. To notify the user department/division of any changes in the vendor suggested by the user department/division, and any other probable changes such as price or delivery.

## USER DEPARTMENT/DIVISION RESPONSIBILITIES

1. Allow ample time for the Purchasing Division to place the order and for the supplier to deliver. (Check the Purchase Order system to obtain the status of a requisition prior to contacting the Purchasing Division.) Contact the Purchasing Director in the case of an emergency purchase.
2. Write a clear and accurate description of goods and services to be purchased and the purpose for which they are intended. Send specifications to the Purchasing Division on a disk or via e-mail with the document attached. Submit documents to the Purchasing Division using Microsoft Word in order to ensure compatibility with web-based entry.
3. Prepare generic specifications for items that require a technical or engineering background.
4. List anticipated requirements in advance, when possible. Involve the Purchasing Division at the time needs can be defined.
5. Keep the Purchasing Division advised of any abnormal demands. Plan ahead to allow sufficient time for preparation of bid documents.
6. **User departments/divisions must not obligate the Purchasing Division in any manner whatsoever.**

7. Cooperate with the Purchasing Division by reporting in writing the results of purchases, either favorable or unfavorable. Report complaints of vendor performance promptly. See "Vendor Complaint" form available on the Internet.
8. The Department/Division shall advise the Purchasing Division of any known qualified supplier(s).
9. When the Purchasing Director delegates a department/division the authority to receive quotations, the department/division must first obtain a quote number from the Purchasing Division for the purpose of tracking the quotations; the quotations received must be in writing and submitted to the Purchasing Division with a completed quotation form for authorization to purchase. The quotation submitted by the vendor must be identified with the firm's name and address, the quotation number, a description of the items quoted unit cost and must be signed by the person submitting the quotation.
10. Enter requisitions in the County's web-based requisitioning system for all purchases including State Contracts, except those made by the use of the purchasing card.
11. Verify that all sources of funds identified on the requisition are properly coded as to department/division, fund, cost center, account code and project number and task number when applicable.
12. Verify that funds have been allocated and are available in the proper fund, cost center and account code to support purchases. If the account code is incorrect, the Purchasing Division may reject the requisition. The user department/division is responsible for the accuracy of cost center and account code.
13. Make the purchases for a "public purpose", as defined by County rules and/or regulations.

## **REQUISITION PROCESS**

Under the County's web-based requisitioning system the approval process for purchase requisitions is handled electronically through a system of routing that encompasses a requisitioner and at least one approver for purchase requests.

## **WHEN TO PREPARE A REQUISITION**

Requisitions should be prepared far enough in advance to permit the Purchasing Division to obtain competitive prices and to allow sufficient time for deliveries to be made.

The following minimum time requirements are necessary to secure competitive prices after receipt of a requisition(s) (for the purchase of goods and services) and an information sheet(s) (for construction bids, professional service proposals, correct specifications and drawings):

1. Fifteen (15) workdays for items requiring quotes (greater than \$5,000.00 but less than \$50,000.00);
2. Forty (40) workdays for any procurement that requires sealed bids (\$50,000.00 or more);
3. Fifty (50) workdays for construction projects \$200,000.00 or more;

The requisition should be put on the County's web-based requisitioning system upon receipt of the Bid Analysis that has been approved by the Division Director of the user division.

All requisitions created for Board approved contracts will be converted to purchase orders for accounting purposes after approval by the Board. The Purchase Order shall reference the approved and executed contract by contract number.

## **CONTRACTS**

1. When bids are received that require the execution of a contract by the Board Chairman, a Bid Analysis shall be completed with a recommendation from the director of the user division.
2. If funding is not available, a requisition can not be completed.
3. If funding is available, the requisition will take the pre-determined approval routing.
4. Upon receipt of the requisition in Purchasing, and execution of the contract by the Board Chairman, if applicable, Purchasing will issue a Purchase Order for the total amount of the contract. The original Purchase Order will be sent to Accounts Payable.
5. Refer to the Contracts Unit Procedures for Applications for Payments, Amendments, Modifications, Change Orders, and Allowance Authorization Releases.

# PURCHASE ORDERS

## PURPOSE

A Purchase Order authorizes a vendor to ship goods, perform services and subsequently invoice the County for the stated amount of the Purchase Order issued by the County or an amended amount agreed to by both parties. Purchase Orders should be written in a clear, concise and complete manner.

## WHEN ISSUED

A computer generated Purchase Order will be issued upon receipt of a properly authorized requisition; after receipt of competitive quotes/bids, when applicable; after a determination is made that funds are available (bids); or after Board approval or contract execution as necessary.

## WHO ISSUES

Only the Purchasing Division is authorized to issue Purchase Orders. **The user department/division must not enter into negotiations with any supplier for the purchase of goods or services for more than \$5,000.00. The Purchasing Division will transmit all Purchase Orders to the supplier for purchases greater than \$5,000.00, when requested.** The Purchasing Division will issue a Purchase Order for all contracts signed by the BoCC Chairman that have been generated from the procurement process, referencing the executed contract number.

The only copy of a Purchase Order required by the County will be maintained by Accounts Payable. Access of Purchase Order information by the department/division will be via computer.

## AMENDMENTS (CHANGES) TO PURCHASE ORDERS

The department/division requesting the change should create a change request via the county's requisitioning system. If the request increases the dollar amount, the request will be electronically routed to the requisitioner's approver; when approved it will then be forwarded to the appropriate buyer/contract specialist. The buyer/contract specialist will then authorize the change request, thus amending the Purchase Order. If the change decreases the dollar amount, then the change request will be sent directly from the requisitioner to the appropriate buyer/contract specialist who will then authorize the change request, thus amending the Purchase Order.

The amount of a Purchase Order for a bid item may be changed by an approved amendment to the Purchase Order, provided the bid contains unit prices and the amendment is consistent with the unit prices.

## **FOLLOW-UP AND TRACKING OF PURCHASE ORDERS**

Upon request from the user department/division, the Purchasing Division will make an inquiry to the vendor as to the status of a particular order that has been placed by the Purchasing Division. Follow-up and tracking of Purchase Orders may be done by departments/divisions or by the Purchasing Division when requested.

## **DIFFICULTIES AFTER RECEIPT OF SERVICE OR ITEM**

Upon request from the ordering department/division, the Purchasing Division will address problems or difficulties of outstanding orders or contracts and received items or services.

## **EXCEPTIONS AND EXCLUSIONS**

There are numerous payments made by Accounts Payable for the Board of County Commissioners that do not require the procurement process for the issuance of a Purchase Order. Some of those payments are for water, sewer, electric and telephone service. Others may include travel accommodations and transportation, as well as registration for seminars and conferences. Exclusions are covered in more detail in the Polk County Procurement Ordinance 06-024, or successor ordinance.

## **TERMS AND CONDITIONS**

1. **ACCEPTANCE.** The Seller shall be bound by the Purchase Order and its terms and conditions when it delivers the goods ordered or renders the services ordered by the County.
2. **TITLE.** The risk of loss of goods covered by the Purchase order shall remain with the Seller until the goods have been delivered to a designated site and actually received by the County. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller.
3. **DOCUMENTS.** All plans, specifications, drawings and data which have been made available to Seller in connection with the Purchase Order, or which relate to work or materials to be furnished there under, are hereby incorporated and made a part thereof.
4. **CHANGES.** The County may unilaterally and at any time or from time to time order additions, deletions, or revisions in the services/goods. These changes will be authorized by a Change Order. Additional services performed by the Seller without authorization of a written Change Order will not entitle the Seller to an increase in the Purchase Order price or an extension of the Purchase Order time.
5. **INSPECTION.** The goods and services purchased there under are subject to the inspection and approval of the County. The County reserves the right to reject goods and services which do not conform to provisions of the Purchase Order.
6. **DEFAULT.** If the goods and services fail to pass inspection or approval, or if the Seller fails to perform the services at the time specified therein, or fails to perform any other provisions of the Purchase Order and does not correct such failure within a period of ten (10) days after receipt of written notice from the County, then the County may cancel the whole or any part of the goods or services ordered without liability to the County. In the event of such a default, the County may purchase such goods and services elsewhere and deduct the cost from any money due or becoming

due to Seller. This shall not limit the County's right to such other remedies as may be available by law.

7. **WARRANTY.** Seller warrants that the goods and services covered by the Purchase Order will comply with the plans, specifications, drawings and descriptions furnished or specified by the County; that the goods and services will be of good material and workmanship and free from defects. This warranty shall survive acceptance of any goods or services.
8. **INSURANCE.** The Seller shall maintain the insurance required by the County, which includes: workers' compensation, property liability and automobile liability. If Seller fails to do so, the County may procure such insurance and charge the cost thereof to the Seller.
9. **INDEMNIFICATION.** In consideration of Ten Dollars (\$10.00) and other valuable considerations, the Seller shall indemnify and hold harmless the County and its employees and agents from and against all liability, claims, suits, demands, damages, losses and expenses, including attorney fees, arising out of or resulting from the performance of its services, provided that any such liability claim, suit, demand, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the service itself), including the loss of use resulting therefrom; and (b) caused in whole or in part by an act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a party indemnified hereunder. The contractor shall indemnify and hold harmless the County and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses and expenses (including attorney fees) arising out of any infringement or patent rights or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.
10. **STATEMENT OF ASSURANCE.** During the performance of the work specified in the Purchase Order, the Seller assures the County that said Seller is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Human Rights Act of 1992, in that the Seller does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status discriminate in any manor against said Seller's employees or applicants for employment. The Seller understands and agrees that the Purchase Order is conditioned upon the veracity of the Statement of Assurance. Furthermore, the Seller assures the County that said Seller will comply with Title IV of the Civil Rights Act of 1964 when Federal grant(s) is/are involved. Other applicable Federal and State Laws, Executive Orders and regulations prohibiting discrimination, as hereinabove referenced, are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.
11. **APPLICABLE LAW.** The Purchase Order shall be governed by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the Middle District of Florida, Hillsborough County, Florida.

# BUYING RECYCLED

The volume of solid waste disposed of within Polk County has been increasing annually. Much of the material that enters the solid waste stream can be recycled, reused or incorporated in the manufacture of new products. The County's participation in the promotion of recycling programs can reduce the volume of material entering the waste stream, thereby extending landfill life expectancy and reducing infrastructure cost. For recycling programs to be effective, markets must be developed for products that incorporate post-consumer materials in their manufacture, are reusable or are designed to be recycled. The Board of County Commissioners wishes to establish a procurement policy which will encourage and promote the use of recycled products and materials.

1. County departments/divisions and units should develop product specifications to incorporate a requirement for the use of recycled materials, reusable products and products designed to be recycled to the maximum practical extent, subject to an alternative showing that either the performance of the product will be jeopardized or the product will negatively impact health, safety or operation efficiency. The County will use such specifications in issuing Invitations for Bid and Requests for Proposal.
2. The Purchasing Director for the County shall have the authority to review goods and service specifications to determine whether they require or exclude the use of recycled products, reusable products or products designed to be recycled.
3. Should such specifications exclude the use of recycled products or require the use of virgin material, and an item or service exists with recycle content, then such exclusion or requirement must be eliminated unless the pertinent department/division or unit can demonstrate to the satisfaction of the Purchasing Director that these recycled products will not achieve a necessary performance standard.
4. Vendors competing to provide goods or services to the County, including printing services, must demonstrate that they will comply with the specification developed pursuant to this policy.
5. Recycled paper shall be purchased and used in all copy machines that will accept it. County staff will work to encourage the copier industry to develop copiers that will accept recycled paper. The Purchasing Division will purchase copiers which are capable of utilizing recycled paper, provided that they meet the needs of the County with regard to function.
6. When recycled products are purchased, the County will require the vendor to undertake reasonable efforts to label these products to indicate recycled material content. For its stationery and envelopes, the County will use recycled paper that includes post consumers recycled content and indicate on the paper or envelope that they contain recycled material.
7. Any person or vendor, who can demonstrate that a particular product or material with recycled content may be beneficially used instead of another product, may request the County to evaluate such products or material. If such products or material is found to be beneficial, the County may incorporate the specifications of such products or material into its approved specifications for future Invitations for Bid or Requests for Proposal.
9. All related County departments/divisions and work units should work cooperatively to further the purpose of this policy.

# SMALL PURCHASES

A small purchase is any purchase authorized to be made without bids or quotes, if not greater than \$5,000.00 except as noted under the "conditions" and "exceptions" paragraphs below.

## PROCEDURE

The authority for small purchases as described herein is delegated by the Purchasing Director to department and division directors and their designees with the following provisions:

1. Department and division directors shall be held accountable for managing all small purchases.
2. Written or telephone quotes should be obtained when it is in the best interest of the County.
3. Quotation numbers from the Purchasing Division are not required.
4. The County's purchasing card shall be the preferred method of payment for all small purchases except fixed asset purchases.
5. Department and division directors shall be held responsible for obtaining the appropriate insurance certificates for the purchase of services for the County.
6. When a purchasing card can not be used, the County's web based requisition system must be utilized. Approval routings will follow the pre-determined path; however, the purchase order may be issued without being processed through the Purchasing Division.
7. Small purchases should not be made when annual expenditures are anticipated to be greater than \$50,000.00. A request should be made to the Purchasing Division for an annual bid.
8. Violation of procedures in the use of small purchases will result in the withdrawal of the delegated authority.

A purchase order is used when the Purchasing Card is not appropriate. In this instance a purchase order is used for accounting purposes and in some cases the date of the invoice may be an earlier date than the date of the purchase order.

## EXCEPTIONS AND CONDITIONS

Although small purchases are defined as purchases not greater than \$5,000.00, there are exceptions that govern the procedures for some purchases. These exceptions are as follows:

1. Computer Software/Hardware: Must be handled through the County's purchasing system.
2. Fixed Assets: Any item costing greater than the current fixed asset limit as established by Board resolution (currently \$1,000.00) and considered to be a fixed asset must be handled through the County's requisitioning system or as directed by Purchasing.
3. Office Furniture: Any item of furniture that is considered a fixed asset must be handled through the County's requisitioning system. For furniture items costing less than the fixed asset limit, the requisitioner should call Purchasing to discuss the purchase and the preferred vendor. For the complete furniture procedures see "Appendix B".
4. For electronic office equipment used in conjunction with computer equipment, contact Information Technology (IT) for compatibility. Please contact the Purchasing Division for a recommendation of a vendor.

## **RESPONSIBILITIES**

1. It is the direct responsibility of department/division heads to ensure that small purchases are not abused in any manner.
  - a. "Pyramid Purchases" are not permitted (the use of two or more small purchases to purchase an item costing greater than \$5,000.00).
  - b.. Avoid preferential treatment to any vendor.
  - c. Audit accounts to avoid over expenditure of funds.
2. The Purchasing Division will monitor small purchases and alert user department/division heads of any abuses. The Purchasing Division will also monitor repetitive purchases, which lend themselves to term bids.
3. Abuse of small purchase privileges shall result in temporary or permanent suspension of privileges.

# TYPES OF SOLICITATIONS

Upon request from a user department/division, the Purchasing Division will seek a source of supply and enter into transactions for the purchase of the commodity or service, in accordance with the provisions of the County Procurement Ordinance. The method of sourcing used will be determined by the estimated dollar amount of the requested purchase, the nature of the purchase, and other factors. Examples of sourcing methods include:

- Quotations – Informal, Formal, Regular, and Term Quotations
- Invitation for Bid (IFB) – Regular and Term Bids
- Best Value Procurement (BVP)
- Request for Proposal (RFP)
- Request for Construction Quote (RFCQ)
- Demolition Quotations (DQ)
- Request for Proposal Quote (RFPQ)
- Emergency Purchases
- Alternate Vendor Selection
- Sole Source Purchases
- Notice of Intent to Sole Source
- Request for Information (RFI)
- Request for Pre-Qualifications, Project Specific (PQ)
- Letters of Interest (LOI)
- Negotiated Procurement
- Cooperative Purchasing, Governmental Contracts and Compatibility

Spending thresholds are:

- Category 1: \$5,000.01 - \$10,000.00– three (3) or more telephone or internet quotations
- Category 2: \$10,000.01 - \$25,000.00– three (3) or more written quotations
- Category 3: \$25,000.01 to \$49,999.99 – six (6) or more written quotations
- Category 4: \$50,000.00 and greater – sealed bid (except for construction quotations)

The user department/division may, at the discretion of the Purchasing Director or their designee, obtain quotations from vendors for purchases that fall under Categories 1, 2, or 3. Purchases that fall under Category 4 must be procured by the Purchasing Division unless otherwise noted in the foregoing procedures.

## PROCEDURE FOR QUOTES SOLICITED BY USER DEPARTMENT/DIVISION

A quote may be solicited by the user department/division when the purchase is a one-time purchase that is within Categories 1, 2 or 3 as listed below.

Category 1 purchases: A minimum of three (3) or more informal (telephone or internet) quotations must be obtained. A tabulation for Category 1 solicitations shall be submitted to Purchasing before a purchase order will be issued or an override placed on the requester's Purchasing Card.

Category 2 purchases: A formal quotation solicitation must be obtained for Category 2 purchases. A quotation number must be obtained from Purchasing prior to solicitation of quotations. Purchasing may also provide suggested vendors to solicit. The written quotations along with a tabulation for Category 2 solicitations shall be submitted to Purchasing before a purchase order will be issued or an override placed on the requester's Purchasing Card. For Category 2 solicitations, every effort must be made to solicit one (1) women or minority owned firm and two (2) Polk County firms, if available.

Category 3 Purchases: A formal quotation solicitation must be obtained for Category 3 purchases. A quotation number must be obtained from Purchasing prior to solicitation of quotations. Purchasing may also provide suggested vendors to solicit. The written quotations along with a tabulation for Category 3 solicitations shall be submitted to Purchasing before a purchase order will be issued or an override placed on the requester's Purchasing Card. For Category 3 solicitations, every effort must be made to solicit three (3) women or minority owned firms and three (3) Polk County firms, if available.

Written Requests for Quotations (RFQs) for Category 2 and 3 purchases will be emailed or faxed to prospective bidders, and the RFQs will indicate the deadline for receipt of the quote. The same written request must be sent to all vendors solicited. Any questions must be submitted in writing by the vendor and must be answered in writing to all vendors by addendum. The quotations will be received at a specific date and time. Quotes will not be considered if received after the deadline for receipt. The completed quotation submitted by the user department/division should include the vendors' names, people contacted, telephone numbers, addendum(s), written responses and a completed quotation form with quotation numbers. The Purchasing Division will review the quotations and make an award. Quotations and non-responses may be verified at the discretion of the Purchasing Division. The Purchasing Division will ensure nondiscrimination of the County's procurement process and maintain a procurement environment in which W/MBE participants can complete fairly.

## **PROCEDURE FOR TERM QUOTES**

A term quote is used when the cumulative amount of purchases during any 12-month period is less than \$50,000 and unit prices can be established. Term quotes are solicited by the Purchasing Division. The request must be submitted by the user department/division to the Purchasing Division to a specific buyer or contract specialist and the request must include information and specifications necessary to obtain a quote. Purchasing will solicit quotes and when the quote is awarded the requesting departments/divisions are notified of the awarded vendor(s) and line item pricing.

The departments/divisions may then order directly from the term bid/quote by issuing the awarded vendor a request to perform work, workorder or order for specific goods. A list of all term quotes is available on the County's Internet under "Annual Bids". Departments or divisions may order directly from the vendor on a term quote by requisitioning through the purchasing system or as otherwise instructed by the Purchasing Director. The County's requisitioning system or purchasing card will be utilized for payment after the work has been performed or the goods have been received. The purpose of utilizing these payment methods are for accounting purposes only.

Local Preference or Vendor Preference as outlined herein may apply

Quotations or Bids are not required for certain categories of procurement, which include the following list.

- Emergency purchases
- Sole Source purchases
- Alternative Vendor Selection purchases
- Exempt purchases

The specific requirements to use the above special categories are described in other sections of these procedures.

# INVITATION FOR BID (IFB)

The Purchasing Division will request formal sealed bids on purchases of \$50,000.00 or greater. Wherein a "purchase" or contract may extend over multiple periods of years, the total cumulative amount per year will be the amount determinative of the requirement for requesting formal sealed bids. The Purchasing Division will solicit bids from responsible prospective suppliers obtained from a computer-generated vendor list, publications and catalogues, suggestions from department/division heads, previous suppliers, etc. The Purchasing Division will attempt to secure at least six (6) bids.

## INFORMATION SHEET

Divisions should submit an information sheet to the Purchasing Division as soon as a known need occurs for a sealed bid. Use the information sheet form(s) found on the County's website. Use of the information sheet(s) shall be as follows:

- Construction Bid Info Sheet – construction projects \$200,000.00 or greater
- Service/Commodity Bid Info Sheet – service or commodity purchases \$50,000.00 or greater

## RESPONSIBILITY FOR SPECIFICATIONS

The preparation of specifications is the responsibility of the user department/division. The Purchasing Division will review specifications received and has the authority to challenge the contents. Specifications should permit competition, except on noncompetitive goods or services. In general, specifications should define the level of performance required rather than a specific brand name. For the benefit of vendors and the user department/division, specifications must be clear and concise. The Purchasing Division reserves the right to review and recommend competitive specifications allowing for open competition.

## NOTICE

A General Notice for solicitation, which includes IFB's, shall be published in a newspaper of general circulation in Polk County. The general notice refers potential bidders to the County's website for specific information concerning the IFB. Additional advertising may include minority publications, trade journals and the Internet. The notice shall be emailed to all parties on the applicable vendor list. Also, any vendors that the user department/division provides shall be placed on the list. Notice of the IFB shall be posted in the Purchasing Division. The notice shall: provide a full description of material or title of the IFB; state that bids must be sealed; and provide the date, time and place of bid opening. The notice shall also state any additional criteria in the award of the bid and will contain the following instructions and information:

- Bids must be sealed.
- The time, date and place of bid opening.
- A full description of the material (or title of bid).

## **SUBMISSION**

Submittals must be received by the Polk County Purchasing Division no later than the time and date specified for submission in the IFB. No bid shall be accepted after the specified deadline or at any location other than the Purchasing Division office. Any bid received late because of submittal to another location shall be returned to the vendor unopened. Bids shall be opened in public at the time and place stated in the public notices.

The Purchasing Director may elect to cancel or postpone a bid at any time prior to the time and date set to open bids.

All bids received and accepted will be made available for public inspection immediately after bid opening. Bids are not subject to the public records law for the first ten (10) days.

## **BID BOND**

A bid bond is required for all construction bids. Unsuccessful bidders will be entitled to return of surety upon request to the Purchasing Director. A successful bidder may forfeit any surety required upon failure on their part to enter into a contract within the specified time after the award. Bid bonds may, at the discretion of the Purchasing Director, be required for construction quotations.

For all other bids, the Purchasing Director, with the user division, shall determine whether or not a bid bond will be required.

## **PUBLIC CONSTRUCTION BONDS**

A Public Construction Bond will be required on all construction contracts when the price will exceed \$200,000.00.

## **PERFORMANCE AND PAYMENT BONDS**

Performance and Payment Bonds may be required on bids other than construction.

## **WAIVER OF IRREGULARITIES**

The Purchasing Director shall have the authority to waive any and all irregularities in any and all bids.

## **TABULATION OF BIDS**

A tabulation of all bids received with the recommended award(s) will be available for public inspection in the main offices of the Purchasing Division during regular business hours for three (3) workdays after recommendation of an award. Vendors filing protest of an award must do so within that three (3) working day period. The Purchasing Director shall have the right to reject all bids and request the entire transaction be rebid.

## **PROSPECTIVE BIDDERS**

The Purchasing Division will maintain a list of those manufacturers, suppliers, agents, etc., who desire to be placed on the "vendor list." A prospective bidder will be placed on the vendor list after submitting a completed vendor registration to the Purchasing Division. False representation on a Vendor Registration

or Affidavit of Women or Minority Business Designation may subject vendor to suspension as provided under Suspension and Debarment contained herein. Forms are available through the Purchasing Division office or on the County's website.

The Purchasing Division shall ensure nondiscrimination in the administration of the procurement process and maintain a procurement environment in which W/MBE participants can compete fairly.

## **AWARD OF BIDS**

Award shall be made to the lowest, responsive and responsible bidder. Additional criteria as set forth in the IFB will be considered in the award of the bid. The Purchasing Division will determine the lowest responsive and responsible bidder after evaluation of the bid and consultation with the user department/division and their consultants, when applicable. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered as criteria if noted in the bid documents.

- Contractor's evaluations – quality of performance on previous projects.
- The ability, capacity, equipment and skill of the bidder to fulfill the contract.
- Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
- The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- The ability of the bidder to provide future maintenance and service, as required or needed.
- The number and scope of conditions attached to the bid.

The Purchasing Director shall make bid awards for purchases of \$50,000.00 or greater, if funds are budgeted and there is no successful bid protest. Work shall not begin until issuance of a Purchase Order, Notice to Commence or a contract is executed by the Board, if applicable, and a Notice to Proceed has been issued.

The Purchasing Division shall post all award actions at the front lobby bulletin boards of the Purchasing Division and the County's website. Bids requiring the execution of a contract by the Board Chairman are also published in the Board Agenda. All other bid awards are posted at the Polk County Administration Building.

The Purchasing Director shall have the authority to waive any and all irregularities in any and all formal bids.

## **TIE BIDS**

The Purchasing Director shall make award of all tie bids. In accordance with State Statutes, a firm which is a drug-free workplace shall have precedence. In the event that both or neither firm is a drug-free workplace, tie bids may be awarded to one of the bidders based on any of the following criteria listed below, or as otherwise directed by the Purchasing Director to comply with all of the provisions of the procurement ordinance.

- Where tie bids are between bidders, one of which is a business whose principal place of business is located in Polk County and the other bidder is not, the recommended award shall be to the local bidder;
- Availability or completion period;
- Service availability or facility;
- Previous vendor record by the vendors on similar projects or requirements;
- M/WBE Status;
- Closeness to the delivery point; or
- If conditions are equal, draw lots or flip coin.

## **CONTRACTS**

When a contract is required, the authorized representative of the successful bidder shall promptly execute a formal contract that has been approved by the County as to its form, terms and conditions. If such contract is for construction, such bidder shall also execute and deliver to the Purchasing Division a public construction bond or a sufficient performance and/or payment bond in the amount specified in the Invitation for Bid. Any bidder who has a construction contract awarded to them and fails to properly execute the required contract and submit the required bond or other required documents within ten (10) calendar days may be required to forfeit their bid bond. Upon the execution of the contract by the successful bidder their bid bond may be released.

## **CONTRACT CHANGES**

Any amendment, modification or change order must be approved by the Board of County Commissioners for the amendment, modification or change order to be effective, except when a change order decreases the final amount of the contract.

The user department/division will be responsible for all amendments, modifications or change orders that encompass an increase and/or decrease to the scope of services, fees, time and/or any combination thereof. The Purchasing Division will be responsible for all amendments, modifications or change orders that increase or decrease the contract time only.

Amendments, modifications and change orders must be reviewed by the Purchasing Division prior to execution by the vendor.

# REQUEST FOR CONSTRUCTION QUOTE (CQ) FOR PROJECTS LESS THAN \$200,000.00

## PROCEDURES FOR SECURING QUALIFIED CONSTRUCTION VENDORS FOR CAPITAL IMPROVEMENTS AND REPAIR PROJECTS

1. A pre-qualification form should be used to determine eligibility. The following information will be required for pre-qualification: location of business; state certification or registration license; Polk County Business Tax Receipt; bond limits; Statement of Insurance Agent, in regards to insurance requirements; and name, address and phone number of representative. Chris will check on
2. Any non-qualified construction vendor may request to be qualified by submitting the required documentation. The Purchasing Division will determine the new vendor's eligibility within ten (10) workdays from receipt of written qualifications. Qualified construction vendors should renew their qualifications on an annual basis. Automatic renewal will be made for vendors that have a current listing in the DBPR (Florida Department of Business and Professional Regulation).
3. The Purchasing Division will maintain a file of the pre-qualification questionnaires and required documentation of those contractors qualifying to quote. The file will also note the vendor's limits of bond ability and insurance. A current DBPR License Information sheet, showing license status and expiration date, will be kept on file.
4. Pre-qualification documentation may be submitted at the same time with the quotation. Quotations submitted with pre-qualifications attached will be subject to review and acceptance of the pre-qualification documents.

## PROCEDURES FOR SECURING REQUEST FOR QUOTATIONS FOR CAPITAL IMPROVEMENT AND REPAIR PROJECTS LESS THAN \$200,000.00

1. **Responsibility for Specifications:** The preparation of specifications is the responsibility of the user department/division, with review by the Purchasing Division. Specifications must be clear and concise. Requests to require a Public Construction Bond will be reviewed by the Purchasing Director and the Contract Manager. The decision will be reviewed with the user division.
2. **Request for Quotations:** When the estimated project cost has been established and specifications have been prepared, the Purchasing Division will then solicit quotations from pre-qualified contractors. The request for quotations will be posted in the Purchasing Division lobby.
3. **Award of Quotations Process and Award:** The quotation process and award will be governed by Construction Services in the Purchasing Ordinance.
4. **Construction Purchase Order:** The successful contractor must submit the required insurance and, when required, must also execute and deliver to the Purchasing Division a good and sufficient public construction bond for the amount of the quotation. A purchase order will then be issued.

# DEMOLITION QUOTATIONS (DQ)

1. All requests for demolition are to be processed through the Contracts Section of the Purchasing Division.
2. The user department/division must provide detailed information, description, location, map and pictures of the site to be demolished.
3. Quotes will be solicited from pre-qualified demolition vendors.
4. Pre-qualification documentation may be submitted at the same time with the quotation. Quotations submitted with pre-qualifications attached will be subject to review and acceptance of the pre-qualification documents.
5. A notice to commence work will be issued by the Purchasing Division.
6. The vendor must submit a Certificate of Completion with the invoice to the user division. The Certificate will then be executed by County staff and returned to the Purchasing Division.

# LOCAL PREFERENCE

The local preference policy shall be implemented in the following manner:

When written quotations (less than \$50,000.00) are received, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the quote if the Polk County entity is otherwise fully qualified and meets all county requirement.

When sealed bids are received that do not exceed \$3,000,000.00 and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 2% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When sealed bids are received that are greater than \$3,000,000.00 but do not exceed \$5,000,000.00, and the lowest price offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County and is within 1% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity if otherwise fully qualified and meets all county requirements.

When sealed bids are received that are greater than \$5,000,000.00 and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County and is within .5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

The term "Polk County Entity" means any business having a physical location within the boundaries of Polk County at which employees are located and from which business is regularly transacted.

If a contract is being funded in whole or in part by assistance of any deferral, state or local agency which disallows local preference, the County will adhere to those requirements by not applying this section.

# VENDOR PREFERENCE

The vendor preference policy shall be implemented in the following manner:

When written quotations (less than \$50,000.00) are received, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the quote if the women or minority owned entity is otherwise fully qualified and meets all county requirements.

When sealed bids are received that do not exceed \$3,000,000.00 and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 2% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all county requirements.

When sealed bids are received that are greater than \$3,000,000.00 but do not exceed \$5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 1% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity if otherwise fully qualified and meets all county requirements.

When sealed bids are received that are greater than \$5,000,000.00 and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within .5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity if otherwise fully qualified and meets all county requirements.

The term "Women or Minority Owned Entity" means any business having at least 51% ownership by women or minority group members who independently control the management and day-to-day operations of the firm. Group members are Females, African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

# CONTRACTOR PERFORMANCE REVIEW AND EVALUATION PROCEDURE

It is extremely important that evaluations of Contractors that have performed work for the County be completed in order to document the level of their performance. It is important both for the County and the Contractor to have a mechanism to record the level of performance which will be used as a basis for determining eligibility for future work.

It is MANDATORY that Project Managers associated with projects complete at least one evaluation for each project assigned.

When the evaluation is completed and the score is 60 or above then the evaluation should be sent to the Contract Specialist that is assigned to the Division. To facilitate this process, programmed alerts will be sent with the first alert being sent to the Project Manager 14 days prior to the evaluation due date (notification date).

If the evaluation is not received by the Contract Specialist on the date that it is due alerts will escalate as outlined below:

On due date	Alert sent to Project Manager and Division Director
Notification date + 21 days	Alert sent to Project Manager, Division Director and Department Director
Notification date + 28 days	Alert sent to Project Manager, Division Director, Department Director and Deputy County Manager
Notification date + 35 days	Alert sent to Project Manager, Division Director, Department Director, Deputy County Manager and County Manager

When the Contract Specialist receives the evaluation the Contract Specialist shall review the evaluation, and if properly completed, will send the evaluation to the Contractor. If not properly completed, the Contract Specialist will schedule a meeting with the Purchasing Director, the Contract Manager and the Project Manager to review the evaluation and agree upon a final score that is justified with sufficient documentation.

If the Contractor disagrees with the evaluation, they shall have seven (7) workdays from the mailing date of the evaluation to rebut the evaluation. A letter must be sent to the Contract Specialist outlining the points of disagreement. The Contract Specialist will review the evaluation with the Contract Manager, the Purchasing Director and the User Division Director and a finding will be sent to the Contractor either upholding or revising the evaluation. This decision will be final and the score may be used to determine if a Contractor is a responsible bidder for future projects with the County. If the Contractor does not dispute the evaluation within the seven (7) day period, the evaluation will be

deemed acknowledged and the score will be used accordingly. The results of the completed evaluation will be maintained by the Purchasing Division.

If when the Project Manager completes the evaluation and the score is 59 or below then the Project Manager will advise the Contract Specialist by email notification so that further escalation alerts can be deactivated. The Project Manger will then schedule a meeting through Outlook with their Department and Division Directors, with the Contract Specialist as an optional invitee, for a review of the evaluation and the documentation to support the scores. The escalation alert schedule noted above will not be deactivated if this meeting is not scheduled as outlined herein. This review must take place within ten (10) days after the evaluation due date to prevent further escalation. If, after this review, the score is still 59 or below, then the Project Manager will schedule a meeting with the Division Director and the contractor, with the Contract Specialist as an optional invitee, to discuss all areas of concern. This review must take place within fourteen (14) days after the date of the preceding review to prevent further escalation. After this review with the Contractor, and if no changes are made in the overall score, then the Contractor will be asked to acknowledge that they have attended the review session by signing the evaluation at the bottom of the first page of the evaluation and the evaluation will be forwarded to Purchasing to be entered on the Contractor's record. The evaluation must be received within five (5) days of this meeting to prevent further escalation.

The evaluations may be completed for any phase of the work. It is suggested that an evaluation be completed at the fifty percent completion milestone, and at substantial completion. A final evaluation will be made within thirty days following final completion.

The evaluation forms are on Purchasing's webpage.

- Engineering Contractor Evaluation (Transportation Engineering)
- Facilities Contractor Evaluation
- Utilities Contractor Evaluation
- Contractor Evaluation – Annual Bids

# BEST VALUE PROCUREMENT

## RESOLUTION

On February 18, 2009 the Polk County Board of County Commissioners adopted a resolution authorizing the Purchasing Director to make awards based upon a “Best Value Procurement” process.

The “Best Value Procurement” process being used is based on research done by the Performance Based Studies Research Group (PBRSG) at Arizona State University. Their research spans the past fourteen (14) years and utilizes a procurement process that grades past performance, risk assessment plans, value added plans, and interviews in addition to price to determine best value.

Best Value Procurement will utilize a structured process called the Performance Information Procurement System (PIPS). The process will include the following:

- Past Performance scoring
- Risk Assessment Plan scoring
- Value Added Plan scoring
- Scored Interviews
- Analysis to determine Best Value
- Pre-award meeting
- Schedule and Quality Control Plan developed
- Offer made to Best Value Vendor
- Award to Vendor
- Weekly Reports
- Performance Scoring

The objectives of Best Value Procurement are to:

- Reduce management requirements
- Reduce the County's risk
- Assist in defining performance and value (for County, departments and divisions, vendors, and individuals)
- Establish accountability through measurement
- Motivate continuous improvement
- Increase organizational efficiency

The administration of the process may be assisted by the PBRSG at Arizona State University to provide the following:

- Development of a solicitation, working within the constraints and requirements of Polk County, including schedules, scope, etc.
- Education and testing of the best value selection process
- Education of vendors
- Collection of vendor past performance information

- Risk assessment and value added plan evaluation
- Interview of key personnel
- Decision-making model development, execution, and analysis
- Education of preplanning and quality control
- Assistance in contracting the vendor
- Development and Implementation of project and performance tracking tool
- Transfer of all PBSRG pertinent forms, documents, and information

## **INFORMATION SHEET**

When the Purchasing Division receives a request for an Invitation for Bid that they feel would benefit from the Best Value Procurement (BVP) process, the Purchasing representative will contact the User Division and suggest the BVP process be used.

If the User Division does not wish to follow this process, the procurement will be solicited using normal procedures. If the User Division agrees to follow the BVP process the BVP procedures will apply.

## **EVALUATING COMMITTEE**

The User Division will identify the committee that will be evaluating the BVP and Purchasing will conduct training for these individuals on the BVP evaluation process.

## **SOLICITATION**

The solicitation will be given a BVP number and the solicitation invitation will clearly be identified as a Best Value Procurement. Vendors will be given the date and time for a mandatory training session and/or pre-bid meeting to be held to educate them on the BVP process.

## **SUBMITTALS**

In addition to providing submittals to the Purchasing Division responding vendors will be required to submit portions of their response to the Performance Based Studies Research Group (PBRSG) at Arizona State University. These items will be clearly identified in the BVP solicitation along with the method of submittal.

Portions of the vendor's submittal will also be required not to exceed pre-determined page lengths and be free from identifying marks such as:

- Company names and/or contact information
- Marketing material
- Identifying logos or colors

## **PAST PERFORMANCE INFORMATION**

Vendors will be required to submit surveys of past performance on pre-determined forms to both PBSRG and Purchasing. PBSRG will enter the survey scores into the PIPS database and the vendor will be given a Past Performance Information (PPI) score. Vendors only need to provide this information one (1) time. Once the PPI score is determined it will remain the same for each new BVP the vendor submits on.

## **EVALUATION PROCESS**

The Purchasing representative will separate sections of the submittal to be provided to the evaluation committee. The evaluation committee will not be given any identifying information and will be evaluating vendors without knowing their identity. Submittals will be identified as Vendor "A", "B", "C", etc. Evaluators will score the submittals and return to the Purchasing representative by the deadline given.

The Purchasing representative will forward scores as necessary to PBSRG for entry into the PIPS database. PBSRG will contact the Purchasing representative with each vendor's current overall score and it will be determined which vendors will be elevated for interviews. Only those vendors receiving the highest scores will be interviewed. This will be determined on a case-by-case basis by the Purchasing Division.

## **INTERVIEWS**

The solicitation will identify the key individuals that may be scheduled for interview, i.e., project manager, site superintendent, etc. Only those individuals identified as being in those key positions in the vendor's submittal may be interviewed. Each person will be interviewed separately and no substitutions will be allowed.

Each member of the evaluating committee will score each individual interviewed independently and the scores will be provided to PBSRG.

## **IDENTIFICATION OF POTENTIAL BEST VALUE VENDOR**

After the scores from the interviews have been entered into the PIPS database each vendor's overall score will be determined.

If the vendor with the highest overall score is also the lowest price, this vendor will be identified as the Potential Best Value and will move on to the Pre-Award Phase. If this vendor is not the lowest price but within five percent (5%) of the next highest ranked vendor, the highest ranked vendor will be identified as the Potential Best Value and will move on to the Pre-Award Phase. If the highest ranked vendor is not within five percent (5%) but the price submitted is within budget and the price can be justified based upon dominate information, this vendor will be identified as the Potential Best Value and will move on to the Pre-Award Phase.

If none of the above apply, the County reserves the right to proceed with the next highest ranked vendor or re-run the BVP process.

## **PRE-AWARD PHASE**

Once a Potential Best Value Vendor is identified and enters into the Pre-Award Phase they will be required to attend a meeting with the User Division, Purchasing, and any other necessary party. All concerns of the vendor and of the County will be voiced at this meeting. The vendor will then have approximately 30 days to complete their project planning and create their Quality Control Plan.

If the County is satisfied with the vendors approach to the project and their Quality Control Plan, the vendor will be confirmed as the Best Value Vendor and Purchasing will proceed with the award.

## **WEEKLY REPORTING**

The successful vendor will be required to submit weekly progress reports in a pre-determined format. These reports will be sent to the County's project manager, Purchasing representative, PBSRG, and architect/engineer (if applicable).

## **FINAL RATING**

After completion of the project the vendor will be given a final rating from the County. This rating will be heavily impacted by the following:

- Change orders
- Project delays
- Poor quality
- Owner surprises
  - Complaints
  - Ability to submit accurate and timely weekly reports

This final rating will become 50% of the vendor's PPI score for future BVP solicitations.

# **REQUEST FOR PROPOSAL (RFP)**

## **NOTICE**

A General Notice for solicitation, which includes RFP's, shall be published in a newspaper of general circulation in Polk County. The general notice refers potential proposers to the County's website for specific information concerning the RFP. The notice shall be emailed to all parties on the applicable vendor list. Also, any vendors that the user department/division provides shall be placed on the list. Notice of the RFP shall be posted in the Purchasing Division. The notice shall: provide a full description of material or title of the RFP; state that proposals must be sealed; and provide the date, time and place of opening.

## **SUBMISSION**

The Polk County Purchasing Division will issue the RFP and will receive the submittals no later than the time and date specified for submission in the RFP. No proposal shall be accepted after the specified deadline or at any location other than the Purchasing Division office. Any proposal received late shall be returned to the vendor unopened.

The Purchasing Director may elect to cancel or postpone an RFP at any time prior to the time and date set to open RFPs.

## **PROPOSAL REVIEW**

Recommendation of Award shall be made to the most responsive, responsible offeror whose proposal is determined to be the most advantageous to the County, in accordance with the evaluation criteria contained in the RFP. Evaluation of offerors and/or proposals may be made in a multi-step selection process as set forth in the RFP and shall be based upon criteria set forth in the RFP. The RFP shall state the relative importance of price and other criteria. As provided in the RFP, discussions may be conducted with responsible offerors who submit proposals for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offeror shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals; such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no exchange of information regarding the content or feasibility of the proposals by competing offerors.

## **NEGOTIATIONS**

Negotiations shall commence first with the proposer approved by the Board of County Commissioners and if no agreement is reached, then negotiations with this proposer will be formally terminated. Negotiations will commence with other proposers in the descending order of ranking by the Selection Committee and ratified by the Board of County Commissioners.

## **COMMUNICATIONS**

Prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, any employee of Polk County, other than the Purchasing Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

# **REQUEST FOR PROPOSAL (RFP) EVALUATION PROCEDURE (EXCLUDING CCNA)**

1. The Purchasing Division shall issue and receive the RFP proposals.
2. The evaluation criteria will be stated in the RFP and shall include price, whenever possible.
3. A selection committee shall include representatives from the user department/division, Purchasing Division, other departments/divisions involved and any other individual(s) with specialized expertise. The Purchasing Division representative will be the Chairperson. The Chairperson shall assume those duties and responsibilities conducive to adherence to proper procedures and fair and consistent evaluation of all proposers; and shall be in charge of all administrative processes and procedures concerning the committee and its deliberations.

NOTE: A Commissioner will be appointed by the Chairman of the Board of County Commissioners to serve on the Selection Committee.

4. The members of the selection committee will be identified when the RFP is requested and a list of such sent to the Purchasing Director or Contract Manager. The initial meeting will be to review the selection procedures to distribute proposals received, and to receive a review from the user division of their objectives for the RFP.
5. The selection committee members shall review the proposals received and independently evaluate each proposal for each criteria stated in the RFP. Should the selection committee determine that interviews/presentations are required of all submittals, in order to make an informed choice, evaluation narratives will not be necessary.
6. Should the selection committee members decide to evaluate the proposals for the purpose of elevating firms for further consideration, then evaluation narratives will be required. A determination will be made on how to evaluate price at this time so that price is noted objectively. The selection committee members must come to a consensus of the number of proposals to be elevated for further consideration.
7. The Purchasing Director shall ensure that a sufficient number of selection committee members are present to make the aforementioned determinations.
8. The Purchasing Director reserves the right to cancel any Request for Proposal during any phase of the solicitation process. The Purchasing Director further reserves the right to cancel or rescind any recommendation of award made by the selection committee. Such determination may be based upon proposal mistakes or other reasonable factors determined to be in the best interest of the County.

9. The recommendation of the selection committee will be submitted to the Board for their action. If the Board ratifies the selection committee's recommendation and authorizes the negotiation of a contract, then the resulting contract will come back to the Board for execution by the Chairman.

# **REQUEST FOR PROPOSAL QUOTE (RFPQ)**

Firms will be solicited for goods and/or services for which the scope of work and the specifications cannot be clearly defined. The RFPQ will be for projects less than \$50,000.00.

## **NOTICE**

Solicitations for RFPQ's will be emailed to known vendors for the service required. Also, any vendors that the user department/division provides shall be placed on the list. Notice of the RFPQ shall be posted in the Purchasing Division. The notice shall: provide a full description of material or title of the RFPQ; state that quotations must be sealed; and provide the date, time and place of opening.

## **SUBMITTAL**

The Polk County Purchasing Division will issue the RFPQ and will receive the submittals no later than the time and date specified for submission in the RFPQ. No proposal shall be accepted after the specified deadline or at any location other than the Purchasing Division office. Any proposal received late because of submittal to another location shall be returned to the vendor unopened.

The Purchasing Director may elect to cancel or postpone an RFPQ at any time prior to the time and date set to open RFPQs.

## **PROPOSAL REVIEW**

Award shall be made to the most responsive, responsible offeror whose proposal is determined to be the most advantageous to the County, in accordance with the evaluation criteria contained in the RFPQ. All criteria, except price, are subjective. The proposal shall be reviewed by the user division and Purchasing unless otherwise specified in the RFPQ.

In order for the Purchasing Division Director to award an RFPQ, the funds must be budgeted and no protest received. A Purchase Order will be issued to the successful firm.

# **EMERGENCY PURCHASES**

## **DEFINITION**

The emergency purchase of goods and/or services is defined as any procurement made in response to a requirement for goods and/or services in which a delay would adversely affect the public health or safety of the citizens of the County as well as any immediate repairs that are needed to prevent further damage to public property, machinery or equipment.

## **CRITERIA FOR EMERGENCIES**

An emergency purchase is to be initiated only when unexpected circumstances occur that dictate immediate action in order to avoid conditions that would negatively impact the public health or safety or to prevent additional damage to public property.

## **AUTHORIZATION**

The Purchasing Director or designee only may authorize emergency purchases. Emergency purchases exceeding \$50,000.00 will be reported to the Board on an annual basis.

## **PROCEDURE**

When an emergency exists, the following procedures should be followed:

1. The division head of the ordering department should contact the Purchasing Director or designee to explain the nature of the emergency and supply information as specified on the Justification for Emergency Purchase Form. If the Purchasing Director approves the purchase, a Purchase Order will be issued upon receipt of a requisition and forwarding of the Justification for Emergency Purchase Form (Emergency Purchase Form can be found on the internet under forms for Purchasing Division). The Purchasing Division may obtain additional price quotes prior to issuing a Purchase Order number.
2. The Purchasing Division will maintain a log and file of emergency purchases. A report of emergency purchases exceeding the mandatory bid amount will be provided to the Board in accordance with the Procurement Ordinance.

## **EMERGENCY PURCHASES AT NIGHT, ON WEEKENDS OR HOLIDAYS**

If an emergency should arise during a time when the Purchasing Division is closed, the division head should act to secure the necessary goods or service. The evidence of purchase, such as a sales ticket bill, a delivery slip, counter receipts, etc., which the supplier normally furnishes, should be submitted concurrently with the Justification for Emergency Purchase Form and the requisition by the user department/division to the Purchasing Director the next workday following the date of purchase. Such backup documents should be submitted to Accounts Payable with the receipt. The Purchasing Division may reject requisitions, where orders have been placed, if there is reason to believe no true emergency existed at the time of purchase.

## **GENERAL INFORMATION**

When emergency purchases are made, the division should make the purchase at the best possible price. A true emergency will often occur as a result of parts and labor needed for repairs to vehicles or equipment, which must be kept in operating order. Emergencies are also created through negligence and are to be avoided. Failure to anticipate normal needs or project deadline dates or a desire to expend excess or remaining budgeted funds prior to year end does not constitute an emergency.

**NOTE:** Emergency purchases are costly and should be kept to a minimum. They are usually made hurriedly, on a noncompetitive basis and at top prices. Most vendors charge a premium when supplies must be obtained immediately.

# **NATURAL DISASTER EMERGENCY PURCHASES**

Should the Board declare a natural disaster emergency, the Purchasing Director or their appointed representative may take the necessary steps to affect the purchasing needs of the County. All purchases, which occur during the declared emergency, must adhere to the guidelines as follows:

1. Where it is possible, necessary purchases will be made using the Purchasing Card program and the procedures outlined as "Emergency" in the Purchasing Card Procedures Appendix "A" of this document.
2. Purchases that cannot be made under the Purchasing Card program will be accomplished as follows:
  - a. The Purchasing Director or their appointed representative may take the necessary steps to achieve the purchasing needs of the County.
  - b. Should communications with the Purchasing Division not exist, the purchase authorization and "Purchase Order issuing" will transfer to a person appointed by the County Manager.
  - c. If time and situations allow, any of the aforementioned personnel should attempt to solicit quotations for each emergency purchase. In some situations there may only be time to contact a single vendor, or time may allow for contacting three (3) or more vendors. If the particular situation only allows contacting a single vendor, documentation should be kept for each purchase made.

# **ALTERNATIVE VENDOR SELECTION (AVS) FOR PURCHASES LESS THAN \$50,000.00**

The purchase of goods and contractual services \$5,000.00 or greater but less than \$50,000.00 may be exempt from quotation requirements provided the requestor furnishes sufficient justification and documentation for the action. The Purchasing Director will review the information submitted and authorize a purchase when the information provided clearly shows that the action is in the best interest of the County.

The requestor must state the conditions and circumstances necessitating the purchase via the Alternative Vendor Selection Form, which can be found on the internet. This detailed justification must state what the purchase is for, the reason why quotes should not be obtained and why the use of the selected vendor is in the best interest of the County. No purchase of goods or services shall be made prior to the Purchasing Director approving and signing the AVS form. Failure to follow this procedure may result in the loss of the requestor's purchasing privileges. At no time should an AVS reach \$50,000.00.

This method of procurement may also be used to increase women and minority participation to comply with the intent of the County's W/MBE ordinance.

## **SOLE SOURCE PURCHASES**

Purchases of goods and contractual services from a sole source are exempt from bid requirements upon certification by the Purchasing Director stating the conditions and circumstances necessitating the purchase via the Sole Source Purchase form, which can be found on the Internet. This certification shall set forth the purpose and need, in addition to why the item is the only one that will produce the desired results. Purchase of these items in excess of \$50,000.00 shall be reported to the Board of County Commissioners.

Sole source purchases may be requested when any of the following criteria apply:

1. Only item that will produce the desired results and is available from only one source of supply;  
or
2. Where standardization is determined to be desirable by the County; or because of compatibility with existing equipment or systems.

# **NOTICE OF INTENT TO SOLE SOURCE**

The intent to sole source process will be used when it is not reasonably known that a product or service is an only known source.

A "Notice of Intent to Sole Source" will be placed on Purchasing's webpage stating the intent to sole source. The notice will list all requirements, specifications, and any other conditions that must be met. The notice shall also state that any firm wishing to provide information to the County that they can provide the same product or services listed must submit the required information at the date and time specified in the notice.

If there are no submittals received, then the Purchasing Director will authorize the sole source purchase. If submittals are received, then the Purchasing Director, Senior Buyer/Contract Specialist and User Division Representative will review. If after review the decision is made that no submittals meet the requirements as specified, then the Purchasing Director will authorize the sole source purchase. If it is found that the information submitted shows that the product or service that is requested can be provided by other vendors, than an Invitation for Bid or a Request for Proposal will be issued for the product or service.

## **REQUEST FOR INFORMATION (RFI)**

This solicitation is only used to gather information from vendors who provide certain goods or services. The information obtained through this solicitation may be used to develop specifications or a scope of services for a future solicitation.

### **NOTICE**

A General Notice for solicitation, which includes RFI's, shall be published in a newspaper of general circulation in Polk County. The general notice refers potential bidders to the County's website for specific information concerning the RFI. The notice shall be emailed to all parties on the applicable vendor list. Also, any vendors that the user department/division provides shall be placed on the list. Notice of the RFI shall be posted in the Purchasing Division. The notice shall: provide a full description of material or title of the RFI; state that RFI's must be sealed; and provide the date, time and place of opening.

### **SUBMISSION**

Submittals must be received by the Polk County Purchasing Division no later than the time and date specified for submission in the RFI. No RFI shall be accepted after the specified deadline or at any location other than the Purchasing Division office. Any RFI received late shall be returned to the vendor unopened. The Purchasing Director may elect to cancel or postpone the RFI at any time prior to the time and date set to open bids.

# **PRE-QUALIFICATIONS (PQ) PROJECT SPECIFIC**

The pre-qualification process will be used primarily for construction projects, but may also be applied to other projects at the discretion of the Purchasing Director.

When the County determines that pre-qualification of vendors is necessary, the following procedures will be followed:

1. The user division will meet with a representative of the Purchasing Division to establish criteria for pre-qualification.
2. An evaluation committee will be formed, comprised of representatives from the user division, Purchasing Division, the County Attorney's Office, and others as required.
3. The evaluation committee has sole discretion in determining pre-qualifications. The committee's decision shall be referred to the Purchasing Director, whose review will be final.
4. A General Notice for solicitation, which includes PQ's, shall be published in a newspaper of general circulation in Polk County. The general notice refers potential bidders to the County's website for specific information concerning the PQ. The notice shall be emailed to all parties on the applicable vendor list.
5. Requested information may include, but will not be limited to, résumé of key personnel, licensing requirements, bonding capacity and job performance references.
6. Pre-qualification must be submitted in a sealed parcel by the date and time specified in the request.
7. The Purchasing Division will notify those vendors deemed to be qualified.
8. Only those vendors qualified will be solicited for the project where the pre-qualification process was used.

# **LETTER OF INTEREST**

When it is not known if there are any firms that can provide the type of service that may be required, or if a department/division wants to determine the interest in outsourcing any County service, the letter of interest will be used.

The letter of interest will state the basic services required and will list the date and time for submittal. The letter of interest is only for gathering information. No award will be made. The information received can be used to solicit the services through a formal bid or request for proposal or the department/division may decide not to proceed with any type of procurement.

# **NEGOTIATED PROCUREMENT**

If one (1) or fewer submittals are received after following the procedures as listed in the Purchasing Procedures Manual for sealed bids or request for proposals, then the Purchasing Director may conduct or authorize others to conduct negotiations, as determined to best meet the needs of the County. The negotiations shall be made on the best price, terms and conditions obtainable by the County.

# **COOPERATIVE PURCHASING, GOVERNMENTAL CONTRACTS AND COMPATIBILITY**

1. The Purchasing Director shall have the authority to join with other units of government in cooperative purchasing ventures, when it is deemed to be in the best interest of the County and not in conflict with County Ordinances.
2. Purchases in any amount may be made against established governmental contracts without bidding, provided they are in the best interest of the County and not in conflict with purchasing procedures.

# **EXCLUSIONS FROM THE PROCUREMENT PROCESS**

1. Agreements between the Board and non-profit organizations or governmental entities, including the procurement, transfer sale or exchange of goods and/or services.
2. Procurement of dues and memberships in trade or professional organizations; subscriptions for periodicals; advertisements; postage; expert witnesses; lobbying services; abstracts of titles for real property; title insurance for real property; court reporter services; water, telecommunication services, sewer and electrical utility providers that provide water, telecommunication services, sewer and electricity for the use of the Board of County Commissioners where a fee or charge is paid to the provider for those utilities; copyrighted materials; patented materials; litigation support services; and fees and costs of job-related seminars and training.
3. Goods and/or services given or accepted by the County via grant, gift or bequest.
4. Real property.
5. Any contract awarded by the State of Florida; any contract which has been let to the lowest qualified and responsible bidder pursuant to competitive sealed bids by a county, municipality, school board, other units of local government in Florida, the Florida Sheriff's Association, or the Florida Association of Counties or any purchases made pursuant to Florida Statute 163.01.
6. Any contract pursuant to Request for Proposal which has been let to a responsive, responsible proposer pursuant to competitive sealed proposals by any county, municipality, school board or other units of government and an immediate need has been determined by the Purchasing Division Director.
7. Items purchased for resale to the general public.
8. Purchases from private cooperative groups or organizations or a Federal General Services Contract when the best interests of the county would be served thereby, provided the Purchasing Division has attempted to obtain three (3) written or verbal quotations and those quotations confirm that the contract price is lower than the price available from vendors who are not a party to said contract.
9. The repair of wrecked County vehicles which have been designated for repair by the County's Risk Manager.
10. Purchases of educational tests, text books, printed instructional materials, films, filmstrips, video-tapes, disk or tape recording or similar licensed or copyrighted audio-visual materials, computer software, library books, reference books, periodicals, printed library cards, and other copyrighted materials where these items are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency, or a recognized educational institution.
11. The binding of insurance policies.

# **DESIGN-BUILD SERVICES**

## **DESIGN CRITERIA PACKAGE**

1. All design-build projects require a design criteria package to define the project parameters, which are to be used to evaluate and govern the proposal. This design criteria package consists of concise performance-oriented drawings, or specifications of the project, or both. The criteria shall include the requirements set forth in Section 287.055-(2) (j), Florida Statutes.
2. The design criteria package shall be prepared and sealed by a design criteria professional employed by or retained by the County.

## **DESIGN CRITERIA PROFESSIONAL**

1. Acceptable entities who may act as the design criteria professional include, but are not limited to:
  - a. Licensed professional engineers, architects and landscape architects employed by the County;
  - b. A licensed professional engineering, architectural or landscape architectural firm providing management services to the County, where the County has the authority to request such services and the firm selected pursuant to Section 287.055, Florida Statutes; or
  - c. Engineering, architectural and landscape architectural firms selected by the County pursuant to Section 287.055, Florida Statutes, to be the design criteria professional.
2. A design criteria professional, who has been selected to prepare the design criteria package, shall not be eligible to render services under a design-build contract executed pursuant to the design criteria package.
3. The Purchasing Division Contract Manager and Facilities Management Director, or their designees, shall consult with the design criteria professional concerning their duties which include, but are not limited to:
  - a. Evaluation of the responses or bids submitted by the design-build firms;
  - b. Supervision or approval by the County of detailed drawings of the project; and
  - c. Evaluation or whether the project construction complies with the design criteria package.

## **PUBLIC NOTICE**

1. The Purchasing Division shall advertise the design-build project as follows:
  - a. A legal ad in a newspaper of general circulation in Polk County;
  - b. In one or more construction publications that are available to firms in Polk County; and
  - c. Notices to design-build firms in the Purchasing Division's vendor database.

2. The advertisement shall include a general description of the project and shall indicate how, and the time within which, interested design firms may apply for consideration.

## **REQUESTS FOR PROPOSAL**

The Request for Proposal shall contain as a minimum the following:

- The design criteria package;
- Basis and method for selection;
- Requirements for determining qualifications of firms submitting proposals;
- Terms and conditions of the proposed agreement; and
- Other items as required by procedure, law and ordinance or prevailing circumstances.

## **LEGAL QUALIFICATIONS**

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

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

## **PROFESSIONAL SERVICES COMMITTEE**

A Professional Services Committee (PSC), appointed by the County Manager, shall be used to select design-build firms for recommendation to the Board. The committee shall follow the selection process as stated in the Purchasing Procedures Manual under the CCNA section.

## **EVALUATION AND AWARD**

The evaluation and award of the qualified design-build firms shall follow the guidelines under Section 287.055, Florida Statutes, and the Purchasing Procedures Manual section for Contracting for Professional Services under the CCNA.

# **REQUEST FOR QUOTATIONS FOR APPRAISAL SERVICES**

## **1. PROCEDURES FOR SECURING QUALIFIED FIRMS FOR APPRAISAL SERVICES FOR RIGHT-OF-WAY ACQUISITION:**

- a. A pre-qualification form has been developed to determine eligibility for the provision of appraisal services for right-of-way acquisition. This form includes, but is not limited to, the following information: location of business; state certification or registration license; verification of insurance; name, address and phone number of the appraiser of record; and experience in the areas of eminent domain, appraisal and review of appraisal work.
- b. Any non-qualified appraiser may request to be qualified by submitting the required form. The Purchasing Division will determine the new vendor's threshold and eligibility within ten (10) workdays of receipt of written qualifications. Qualified vendors should renew their qualifications on an annual basis. Automatic renewal will be made for vendors that have a current listing in the Florida Department of Business and Professional Regulation (DBPR).
- c. The Purchasing Division will maintain a file of the pre-qualification questionnaires and required documentation of those contractors qualifying to quote. A current DBPR License Information Sheet, showing license status and expiration date will be kept on file.
- d. The Purchasing Director or their designee may pre-qualify any unqualified vendor prior to the quotation due date and time, if it is in the best interest of the County.
- e. The preparation of the scope of services required and specifications for the work is the responsibility of the user department/division, with review by the Purchasing Division. Specifications must be clear and concise.

## **2. PROCEDURES FOR SECURING REQUEST FOR QUOTATIONS FOR APPRAISAL SERVICES LESS THAN \$5,000.00:**

Appraisal services less than \$5,000.00 shall be made using an online requisition or paid by purchasing card.

## **3. PROCEDURES FOR SECURING REQUEST FOR QUOTATIONS FOR APPRAISAL SERVICES (NOT ON MASTER CONTRACT) FROM \$5,000.00 BUT NOT GREATER THAN \$25,000.00:**

- a. Obtain a Quote Number from the Purchasing Division.
- b. Obtain a copy of the latest list of pre-qualified appraisers for right-of-way acquisition purposes.

- c. Obtain a written quote for work described in the scope of services from a minimum of three (3) pre-qualified appraisers, two (2) of which are Polk County firms, if such firms are available.
- d. When the user division receives the quotes, they should be forwarded to the Purchasing Division with a recommendation for award. An online requisition should be entered in the County's web-based requisitioning system for the recommended firm. The Purchasing Division will review the quotes along with the recommendation and issue a Purchases Order to the appropriate firm.

4. PROCEDURES FOR SECURING REQUEST FOR QUOTATIONS FOR APPRAISAL SERVICES (NOT ON MASTER CONTRACT) FROM \$25,000.00 BUT NOT GREATER THAN \$50,000.00:

- a. Obtain a Quote Number from the Purchasing Division.
- b. Obtain a copy of the latest list of pre-qualified appraisers for right-of-way acquisition purposes.
- c. Obtain a written quote for work described in the scope of services from a minimum of six (6) pre-qualified appraisers, three (3) of which are Polk County firms, if such firms are available.
- d. When the user division receives the quotes, they should be forwarded to the Purchasing Division with a recommendation for award. An online requisition should be entered in the County's web-based requisitioning system for the recommended firm. The Purchasing Division will review the quotes along with the recommendation and issue a Purchase Order to the appropriate firm.

5. PROCEDURES FOR SECURING REQUEST FOR PROPOSALS (RFP) FOR APPRAISAL SERVICES GREATER THAN \$50,000.00:

Appraisal services are excluded from Florida Statute Section 287.055, the "Consultants' Competitive Negotiation Act", therefore appraisal services for work anticipated to exceed \$50,000.00 shall be procured pursuant to "Request for Proposals" as set out in these procedures.

Selection of a firm for appraisal services and/or review appraisal services may, at the option of the user department/division, be secured from appraisal firms which are awarded continuing contracts after being selected through the RFP process as outlined herein.

# **NON-COMPETITIVE UNDEFINED SERVICES CONTINUING SOLICITATION FOR SERVICES**

A non-competitive undefined service is a procurement instrument that can be used when a division has a defined scope of services with qualifications and a set payment rate whereby all qualified vendors may participate.

The division will provide the scope of services with the set rates. A continuing solicitation for services is prepared by the Purchasing Division which outlines the submittal requirements and will be placed on the Purchasing Division's website. Vendors submitting all of the requirements will be evaluated by the Purchasing Division and the user division and if qualified will be placed on the qualified vendor list. The continuing solicitation for services is an on-going service and will be reviewed annually.

## **E-PROCUREMENT**

The availability of goods through the Internet has increased greatly in the last few years and some vendors with whom the County is currently doing business make ordering and payment available on line. With the availability of the Internet to all County employees who have personal computers, there is a greater potential for e-procurement.

The mission of the Purchasing Division is to purchase goods and/or services at the best price, while treating all vendors fairly with an equal opportunity to do business with the County. In some cases, this mission can be accomplished through e-procurement.

If the user division finds an item that can be purchased on the Internet and the purchase falls within the small purchase limit, then the purchase can be made using the purchasing card as a method of payment. If the amount of the purchase exceeds the small purchase amount and quotation procedures have been followed, then the user division should call the appropriate buyer in the Purchasing Division and suggest that the purchase can be made through the Internet.

# **COUNTY OWNED SURPLUS LANDS**

When County owned land has been declared surplus by the Board of County Commissioners and when they have established a minimum price for said land and the Polk County Purchasing Division has advertised said land for sale in accordance with State statutes and the County's procurement ordinance and no bids are received, said land will be placed on an "Available Property List" on the Polk County Purchasing webpage for not longer than 6 months. If an offer is received and payment subsequently made for the minimum established price, or greater, within the six (6) months it is listed, then the deed conveying the property to the buyer will be executed by the Chairman of the Board of County Commissioners. If after the six (6) month period the property remains unsold, then the property will be re-evaluated and a new recommendation submitted to the Board of County Commissioners.

When the previously established minimum price has been reviewed by the Board of County Commissioners and either confirmed or changed then a new solicitation will be issued and the above cycle will reoccur.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

The Board of County Commissioners has determined that the County shall take affirmative action to increase the participation of disadvantaged business enterprises in all County procurement administered through the Purchasing Division for the expenditure of grant funds from the Federal Transit Authority, including, as appropriate, the use of annual goals. As such, the Board adopted the Disadvantaged Business Enterprise Program and Affirmative Action Plan in regular session on February 16, 1999.

# **PROCEDURES FOR CONTRACTING FOR PROFESSIONAL SERVICES COVERED BY CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA)**

## **1. INTRODUCTION**

### **a. PURPOSE**

The purpose of these procedures is to ensure Polk County's compliance with Section 287.055 of the Florida Statutes referred to as the "Consultants' Competitive Negotiation Act" (CCNA). The following is intended as a summarization of the sections of the CCNA that are most frequently used by the County in the acquisition of services for architects, professional engineers, landscape architects, registered surveyors and mappers. (For complete text, refer to the Florida Statutes.)

CCNA requires the County to announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project, the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO.

These procedures establish guidelines by which architects, professional engineers, landscape architects, surveyors and mappers are to be selected for jobs with the County. The criteria includes that these firms should be chosen on the basis of professional personnel; whether or not a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current and projected workloads of the firms; and the volume of work previously awarded to each firm by the County, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.

There is nothing in the Act that precludes the County from entering into a continuing contract. The Act defines a "continuing contract" as a contract for professional services entered into in accordance with all the procedures of the Act between the County and a firm whereby the firm provides professional services to the County for projects in which construction costs do not exceed \$2,000,000; study activity when the fee for such professional service does not exceed \$200,000; or for work of a specified nature as outlined in the contract required by the agency, with no time limitation except that the contract must provide a termination clause.

b. **DEFINITIONS**

**COUNTY MANAGER** – County Manager of Polk County, Florida, or designee.

**PURCHASING DIRECTOR** – Purchasing Director of Polk County, Florida, or designee.

**BOARD** – Board of County Commissioners of Polk County, Florida.

**COMPENSATION** -- The total amount paid by the County for professional services.

**COUNTY** – Polk County, a political subdivision of the State of Florida.

**FIRM** – Any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering, landscape architecture or land surveying in the State of Florida.

**PROFESSIONAL SERVICES** – Those services within the scope of practice of architecture, professional engineering, landscape architecture or registered land surveying, as defined by the laws of the State of Florida; or those performed by any architect, professional engineer, landscape architect or registered land surveyor, in connection with their professional employment or practice.

**PROPOSAL** – An executed formal document submitted to the County by a qualified firm or individual which states the professional service offered to satisfy the need as requested in the Request for Proposal.

**USER AGENCY** – The unit of Polk County government, which initiates the project and/or utilizes the final product of the professional services work.

2. **PROCEDURES**

a. **PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES**

i. **PUBLIC ANNOUNCEMENT**

The Purchasing Director or designee shall publicly advertise in a uniform and consistent manner on each occasion when professional services are required to be engaged, except in cases of valid public emergencies as declared by the Board. The announcement shall include a general description of the project and shall indicate how, and the time within which, interested consultants may apply for consideration.

ii. **CERTIFICATION AND PRE-QUALIFICATION**

Any firm or individual interested in providing professional services to the Board must first be certified as qualified. The Purchasing Director will adopt qualifications as defined herein.

1. Certification shall be based upon meeting the following qualifications:
  - (a) Firms must be properly registered with the Department of Professional Regulation to practice their profession in the State of Florida.
  - (b) If the firm offering professional services is a corporation, it must be properly chartered with the Florida Department of State.
  - (c) Standard Form (SF) 330 for the firm. Separate SF 330s are required for corporate offices and local offices, if applicable.
  - (d) Equal Employment Opportunity Plan, for firms with fifteen (15) or more employees, is on file with the Purchasing Division.
2. The Purchasing Division shall prepare and maintain a list of firms qualified by training and experience in the various technical fields of specialty and which have expressed a desire to be considered for County work.
3. Firms desiring to provide professional consultant services to the Board will be required to submit a statement of qualification and performance data. It is the responsibility of the architect, professional engineer, landscape architect, registered surveyors and mappers to keep qualification data current.

b. **PROFESSIONAL SERVICES SELECTION COMMITTEE**

i. **COMMITTEE COMPOSITION**

The following members will serve on the Professional Services Selection Committee. The County Manager will approve the members and can add additional members as they so choose. The Purchasing Director will designate who will serve on the negotiation team. The Purchasing Director will chair the negotiation committee.

1. County Attorney Representative (At the option of the County Attorney, an Assistant County Attorney may serve on the committee)
2. User Department (The department director will appoint two members to serve on the committee who are sufficiently qualified to evaluate the technical qualifications of the proposals)

3. User Division (Primary User), four members

(The division director or designee will serve, and will appoint three other members from the division.)

4. EO Office (At the discretion of the County EO Officer, an EO staff member may serve on the committee)

5. Selection Committee Chairperson

The Purchasing Division Director, Contract Manager or Contract Specialist shall chair the committee. (The Chairperson shall assume those duties and responsibilities conducive to adherence to proper procedures and fair and consistent evaluation of all proposers; and shall be in charge of all administrative processes and procedures concerning the committee and its deliberations.)

Notes:

1. The County Manager or designee may alter the makeup of the selection committee as described above.

2. A commissioner may be appointed by the Chairman to serve on the selection committee.

ii. Meetings of the Professional Services Selection Committee shall be noticed in the Board Agenda announcements or in the lobby of the Polk County Administration Building. Minutes shall be kept of all such meetings.

iii. CONTACT WITH CONSULTANTS DURING REVIEW PROCESS

Members of the Professional Services Selection Committee are prohibited from discussing a submittal on any project with any firm whose proposal they are reviewing until such time as a final selection has been made. Questions received during the review period shall be referred to the Purchasing Division.

c. **COMPETITIVE SELECTION**

i. **RECOMMENDATION FOR SELECTION**

After careful review of all proposals submitted, the Professional Services Selection Committee shall identify no less than three (3) firms deemed to be most highly qualified to perform the required services. The number of firms with which the County will negotiate and award a contract shall also be stated in the Request for Proposal.

The Purchasing Division shall submit the recommendation of the selection committee to the Board for their review and approval of the committee's ranking and authorization to negotiate a contract with the selected firm(s). When negotiations have been completed, the contract(s) will be submitted to the Board for approval and execution.

Recommendation for selection of the firms shall be based on the following criteria with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principles of selection of the most highly qualified firm(s).

1. Experience and expertise of the consulting firm and its key personnel in projects similar to those in the Request for Proposal (30 points)

The firm provides project experience and contact personnel with elements of experience and expertise as may relate to the scope of service or project(s) requested in the RFP. States key personnel's experience for services called out in the RFP.

2. Approach to meeting the County's needs as stated in the Scope of Services (20 points)

The proposal demonstrates that the consultant understands the County's needs and has a clear and specific plan to respond to request for specific project proposals. Clearly states the firm's proposed design philosophy; possible alternatives; and/or cost savings. Or – the proposal is lacking or is inadequate in demonstrating a clear understanding of the most basic requirements of the scope of services or specific projects identified.

3. Specific documentation that demonstrates an ability to work with County and regulatory agency staff (5 points)

Considerations should be given for the firm's ability to expedite permitting

4. Client reference list. (10 points)

A client list showing the current contact person, telephone number and email address for each project used as a reference. Additional information if requested in the Request for Proposal. A survey may be used in addition to references provided.

5. Ability to complete projects in a timely manner (5 points)

A description of the means the firm will use to maintain the project team and manage the project team members' time in order to ensure sufficient time to complete project. A description of methods that will be used to expedite a project, if necessary.

6. Minority Consultants/Sub-consultants (5 points)

7. County evaluation rating for past projects with the County (10 points maximum)

If the Consultant has worked for the County and there are no evaluations on file or the Consultant has not worked for the County (4 points [average rating])

8. Location of key personnel

Firms located in Polk County (10 points)

Firms with corporate headquarters in Polk County (5 points)

All other firms – (2 points)

ARCHITECTS  
LANDSCAPE ARCHITECTS  
GRADING FORMAT

Sample method of allocating points for certified minorities and local participation

			<u>Total Score</u>
<b>Certified minority firm (ownership of firm is at least 51% minority)</b>			<b>+5</b>
<u>Sub-consultants</u>			
Civil Engineer	(non-minority)	-.5	
Structural Engineer	(minority)	0	
Mechanical Engineer	(minority)	0	
Electrical Engineer	(non-minority)	-.5	
Landscape Architect	(non-minority)	0	
Interior Design	(in-house)	<u>0</u>	
			<b>+4</b>
<b>Non-minority firm</b>			<b>0</b>
<u>Sub-consultants</u>			
Civil Engineer	(non-minority)	0	
Structural Engineer	(minority)	+.5	
Mechanical Engineer	(minority)	+.5	
Electrical Engineer	(minority)	+.5	
Landscape Architect	(non-minority)	0	
Interior Design	(minority)	<u>0</u>	
			<b>+1.5</b>
<b>Local Firm</b>			<b>+10</b>
<u>Sub-consultants</u>			
Civil Engineer	(out of County)	-.5	
Structural Engineer	(out of County)	-.5	
Mechanical Engineer	(local)	0	
Electrical Engineer	(local)	0	
Landscape Architect	(local)	0	
Interior Design	(local)	<u>0</u>	
			<b>+9</b>
<b>Out of County Firm</b>			<b>+2</b>
<u>Sub-consultants</u>			
Civil Engineer	(out of County)	0	
Structural Engineer	(out of County)	0	
Mechanical Engineer	(out of County)	0	
Electrical Engineer	(out of County)	0	
Landscape Architect	(local)	+.5	
Interior Design	(local)	<u>+.5</u>	
			<b>+3</b>

**Local Firm with Polk County Headquarters**

**+15**

Sub-consultants

Civil Engineer	(out of County)	-5
Structural Engineer	(out of County)	-5
Mechanical Engineer	(local)	0
Electrical Engineer	(local)	0
Landscape Architect	(local)	0
Interior Design	(local)	<u>0</u>

**+14**

**ENGINEERING  
GRADING FORMAT SAMPLE**

Sample method of allocating points for certified minorities and local participation

				Total Score
<b>Certified minority firm (ownership of firm is at least 51% minority)</b>				<b>+5</b>
<u>Sub-consultants</u>				
Sub-consultant A	Civil	(non-minority)	-.5	
Sub-consultant B	N/A		-	
Sub-consultant C	N/A		-	
Sub-consultant D	N/A		-	
Sub-consultant E	N/A		-	+4.5
<b>Non-minority firm</b>				<b>0</b>
<u>Sub-consultants</u>				
Sub-consultant A	Civil	(minority)	+.5	
Sub-consultant B	N/A		-	
Sub-consultant C	N/A		-	
Sub-consultant D	N/A		-	
Sub-consultant E	N/A		-	+5
<b>Local Firm</b>				<b>+10</b>
<u>Sub-consultants</u>				
Sub-consultant A	Civil	(out of county)	-.5	
Sub-consultant B	N/A		0	
Sub-consultant C	N/A		0	
Sub-consultant D	N/A		0	
Sub-consultant E	N/A		0	+9.5
<b>Out of County Firm</b>				<b>+2</b>
<u>Sub-consultants</u>				
Sub-consultant A	Civil	(local)	+.5	
Sub-consultant B	N/A		0	
Sub-consultant C	N/A		0	
Sub-consultant D	N/A		0	
Sub-consultant E	N/A		0	+2.5
<b>Local Firm With Headquarters in Polk County</b>				<b>+15</b>
<u>Sub-consultants</u>				
Civil Engineer		(out of County)	-.5	
Structural Engineer		(out of County)	-.5	
Mechanical Engineer		(local)	0	
Electrical Engineer		(local)	0	
Landscape Architect		(local)	0	
Interior Design		(local)	<u>0</u>	+14

ii. **INTERVIEWS OR ORAL PRESENTATIONS**

If the Professional Services Selection Committee so chooses, interviews or presentations will be scheduled with the firms short-listed.

1. The Professional Selection Committee will be provided with worksheets listing the following criteria to assist in ranking the short-listed firms. The committee members may use other criteria, as they deem appropriate. All worksheets will become a part of the record.
  - (a) Management/Team approach
  - (b) Approach to the project and methods used to plan, design and administer the project.
  - (c) Project Experience
  - (d) Other criteria
  - (e) Minority Firm
  - (f) Location of Firm
2. In instances where interviews or oral presentations are not required, the Professional Services Selection Committee may request the Committee Chairperson conduct telephone discussions with not less than three (3) firms regarding their qualifications, their approach to the project, and their ability to furnish the required services.
3. Should information arise during the discussions that the Chairperson feels warrants further review by the Professional Selection Committee, the Chairperson will convene the committee to review the information in question.
4. No points are assessed for telephone discussion. The Selection Committee may decrease the scores of the firms if the information received during the telephone discussion conflicts with information provided in the written response.

d. **COMPETITIVE NEGOTIATION**

**CONTRACT NEGOTIATIONS**

The assigned negotiation team shall negotiate a contract with the top ranked firm or firms.

If a contract cannot be negotiated with the top ranked firm, negotiations with the top ranked firm will be formally terminated and the negotiation team shall negotiate with the second and third ranked firms as necessary. Should the negotiation team be unable to negotiate a satisfactory contract with any of the selected firms, the Board of County Commissioners shall select additional firms in order of their competence and qualifications and negotiations will continue in accordance with this section until an agreement is reached.

# INTERVIEWS OR ORAL PRESENTATION PROFESSIONAL SELECTION COMMITTEE WORKSHEET

NAME OF FIRM:

## 1. MANAGEMENT/TEAM APPROACH

- 5 points      Project personnel and management team do not have the appropriate level of experience and/or does not contain all necessary disciplines. Team leader answers the questions and does not rely on team members for support.
- 10 points     Some project personnel and management team have the proper level of experience and contains most discipline. Team or leadership not working well together; they do not seem to work effectively as a team.
- 15 points     Most, if not all, project personnel and management team have the proper level of experience. The team seems functional and understands each other's role well.
- 25 points     All project personnel and management team have proper level of experience. The project manager, as well as several members of the team, is uniquely qualified. Team leader knows member's strengths and uses them in an effective and appropriate manner.

## 2. APPROACH TO THE PROJECT(S) AND METHODS USED TO PLAN, DESIGN AND ADMINISTER THE PROJECT(S)

- 5 points      Interview or presentation shows inadequate understanding of the scope of services, project(s), and program requirements. No application of special knowledge, innovations or technology.
- 10 points     Interview or presentation shows adequate understanding of the scope of services, project(s), and program requirements. No application of special knowledge, innovations or technology.
- 15 points     Interview or presentation indicates more than adequate understanding of the scope of services, project(s), and program requirements. Minor application of special knowledge, innovations or technology.
- 25 points     Interview or presentation provided shows superior understanding of the scope of services, project(s), and program requirements. Application of special knowledge, innovations or technology.

3. PROJECT EXPERIENCE

- 5 points Project team members do not have the appropriate level of experience and/or do not represent all necessary disciplines.
- 10 points Most, if not all, project team members have the proper level of experience and represent most disciplines.
- 15 points All project team members have the proper level of experience and project manager is uniquely qualified. All necessary disciplines are represented.
- 25 points All project team members have the proper level of experience and several are uniquely qualified. The team members successfully convey how insights gained from other projects are applicable and beneficial to the project(s).

4. OTHER CRITERIA

- 5 points Criteria to be determined by committee members.

5. MINORITY FIRM

- 5 points Ownership of firm is at least 51% minority (scores carried over from short-list selection).

6. LOCAL FIRM

- 10 points Firm is located in Polk County (Score carried over from short-list selection).
- 5 points Firm is headquartered in Polk County (Score carried over from short-list selection).

# **Selection Procedures for Consultants with Continuing Contracts**

To select a consultant that has an existing continuing contract with the County, the Division Director shall do the following:

1. Review the current list of Master Consultant Agreements that exist for the service that is needed. From this list of firms, proceed with selection based on further criteria outlined in the following items. If after any step in this procedure there are no Polk County firms to consider, then return to step 1 and list the remaining out of County firms for further consideration
2. Review this list to determine whether or not any of these firms have the expertise, experience, and personnel required for the project being proposed. Elevate those firms that meet these criteria to the next step.
3. Review this list to determine whether the past projects have been satisfactory or not. Elevate those firms with a minimum of satisfactory past performance to the next step.
4. Review the total amount of money the County has contracted with each firm that is under continuing contract with the County during the last 24-month period. (A report of these contracts can be obtained from the Procurement Division.) Select firm(s) with the lowest dollar volume during the last 24-month period. Consideration of other qualifying factors for the specific scope of work should be as follows in step 5.
5. Review the firm(s) selected from step 4 to determine whether the firm meets the needs of the proposed scope of work as further outlined in this step. Some of the qualifying factors for the firm(s) to meet the needs of the County could be: Professional that will be assigned to the project; Location of this person and other key personnel that will work on the project; Phased projects where a particular consultant has performed previous phases or significant portions of the project. Special needs of the proposed scope of work should be addressed during this review. Consideration may be given to sub-consultants.

If another selection is required, go back to the process in step 1 and then repeat the process. Continue this process until a firm is selected that meets these requirements and the needs of the project.

**NOTE:** Documentation of the justification to eliminate firms from consideration during steps 1 through 5 should be sent to the Purchasing Director along with the Consultant Services Authorization form that is being submitted for approval. When a firm has been eliminated from consideration under this process, evidence that the division has attempted to address the deficiencies, including past performance, should be part of the documentation submitted. An example of this would be if a firm is not elevated from step three (3) due to prior unsatisfactory performance. Procurement will need to see a copy of the evaluations. These attachments will be attached to each consultant's record in the Purchasing Division. This documentation will provide a central area of records to provide evidence that the County is in compliance with FS 287.55

This effort is not intended to supersede or negate qualifications required for the scope of services requested.

6. The next process is to verify that the proposed scope of work is consistent with the scope of services in the RFP from which the consultants were selected. If the answer is affirmative, proceed to step 7. If the answer is negative, call the Purchasing Director for assistance.
7. If one consultant is desired over others from the resulting selection(s), the division should be in a position to represent and support the fee proposal as being fair and reasonable for the service being provided. (This would typically be from a staff member who has the experience and/or expertise to analyze the consultant's proposals.) This process will ensure that the county is receiving a fair proposal for the scope of services needed.

# **CONSULTANT PERFORMANCE REVIEW AND EVALUATION PROCEDURE**

It is extremely important that evaluations of Consultants that have performed work for the County be completed in order to document the level of their performance. It is important both for the County and the Consultant to have a mechanism to record the level of performance which will be used as a basis for determining eligibility for future work.

It is **MANDATORY** that Project Managers associated with projects complete at least one evaluation for each project assigned.

When the evaluation is completed and the score is 60 or above then the evaluation should be sent to the Contract Specialist that is assigned to the Division. To facilitate this process, programmed alerts will be sent with the first alert being sent to the Project Manager 14 days prior to the evaluation due date.

If the evaluation is not received by the Contract Specialist on the date that it is due alerts will escalate as outlined below:

On due date	Alert sent to Project Manager and Division Director
Notification date + 21 days	Alert sent to Project Manager, Division Director and Department Director
Notification date + 28 days	Alert sent to Project Manager, Division Director, Department Director and Deputy County Manager
Notification date + 35 days	Alert sent to Project Manager, Division Director, Department Director, Deputy County Manager and County Manager

When the Contract Specialist receives the evaluation the Contract Specialist shall review the evaluation, and if properly completed, will send the evaluation to the Consultant. If not properly completed, the Contract Specialist will schedule a meeting with the Purchasing Director, the Contract Manager and the Project Manager to review the evaluation and agree upon a final score that is justified with sufficient documentation.

If the Consultant disagrees with the evaluation, they shall have seven (7) workdays from the mailing date of the evaluation to rebut the evaluation. A letter must be sent to the Contract Specialist outlining the points of disagreement. The Contract Specialist will review the evaluation with the Contract Manager, the Purchasing Director and the User Division Director and a finding will be sent to the Consultant either upholding or revising the evaluation. This decision will be final and the grades will be used for future selection. If the Consultant does not dispute the evaluation within the seven (7) day period, the evaluation will be deemed acknowledged and grades therein used accordingly. The results of the completed evaluation will be maintained by the Purchasing Division and applied to that firm's evaluations on future selections.

If when the Project Manager completes the evaluation and the score is 59 or below then the Project Manager will advise the Contract Specialist by email notification so that further escalation alerts can be deactivated. The Project Manger will then schedule a meeting through Outlook with their Department and Division Directors, with the Contract Specialist as an optional invitee, for a review of the evaluation and the documentation to support the scores. The escalation alert schedule noted above will not be deactivated if this meeting is not scheduled as outlined herein. This review must take place within ten (10) days after the evaluation due date to prevent further escalation. If, after this review, the score is still 59 or below, then the Project Manager will schedule a meeting with the Division Director and the Consultant, with the Contract Specialist as an optional invitee, to discuss all areas of concern. This review must take place within fourteen (14) days after the date of the preceding review to prevent further escalation. After this review with the Consultant, and if no changes are made in the overall score, then the Consultant will be asked to acknowledge that they have attended the review session by signing the evaluation at the bottom of the first page of the evaluation and the evaluation will be forwarded to Purchasing to be entered on the Consultant's record. The evaluation must be received within five (5) days of this meeting to prevent further escalation.

The evaluations may be completed for any phase of the work. It is suggested that if the design work takes longer than six months, an interim evaluation should be completed and every six months thereafter, should it be necessary, until completion of the project. A final evaluation will be made within thirty days following final acceptance of the service.

Evaluations will be grouped by the type of design services performed so that cumulative scores will only reflect that type of work.

The evaluation forms are on Purchasing's webpage.

- Engineering Consultant Evaluation (Transportation Engineering)
- Facilities Consultant Evaluation
- Utilities Consultant Evaluation
- Study Evaluation Form
- Short Form Consultant Evaluation

# PROFESSIONAL EVALUATION PROCEDURE RATING CONVERSION CHART

The following conversion chart will be used in determining the score to be assigned to firms based on evaluations performed on that firm on previous or on-going Polk County projects. The Purchasing Division will assign scores from the consultant evaluations performed by the Project Manager.

<b>EVALUATION SCORE ASSIGNED BY P.M.</b>	<b>SCORE FOR FUTURE EVALUATIONS</b>
29 – 35	-05
36 – 42	-04
43 – 49	-03
50 – 56	-02
57 – 63	-01
64 – 69	0
70 – 75	+2
76 – 80	+4
81 – 87	+6
88 – 93	+8
94 - 100	+10

The evaluation score is determined by adding the interim scores from all evaluations completed for the contract, plus the construction grade, divided by the number of scores (i.e., if three (3) evaluations have been completed on schedule, quality and management areas, the total of the three (3) scores would be added to the construction grade and divided by four (4) to arrive at an evaluation score.) The corresponding score is then given an assigned value for future RFP evaluations.

# CONSULTANT AGREEMENTS

## 1. Agreements for Single Project

### a. Compensation

When a firm is selected as a result of a Request for Proposal (RFP) under CCNA, and the Board has authorized the negotiation of a contract, then the Purchasing Director shall establish and Chair a negotiation committee to negotiate the fee schedule to be utilized in the contract. The user division will negotiate the proposal for scope of work and compensation. The compensation may be “lump sum” or “not to exceed”.

### b. Agreement

The Contract Manager or Contract Specialist shall prepare the contract for the appropriate signatures and in conjunction with the user division, prepare an agenda item for contract execution by the Chairman of the Board of County Commissioners. Once the Chairman has executed the agreement, the user division will create a requisition in the County’s web-based requisitioning system for the total amount of the agreement.

### c. Application for Payment

When the application for payment has been submitted to and approved by the user division, it shall be forwarded to the appropriate Contract Specialist for processing.

## 2. Agreement for Continuing Contracts

### a. Compensation

When one or more firms are selected for continuing contracts as a result of an RFP under CCNA and the Board has authorized the negotiation for contract(s), then the Purchasing Director shall establish and Chair a negotiation committee to negotiate the fee schedule to be utilized in the contract. The fee schedule will be used by the consultant to establish either “not to exceed” or “lump sum” proposals for the user division requesting the consultant services.

### b. Agreement

The Contract Manager or Contract Specialist shall prepare the contract(s) for the appropriate signatures and prepare an agenda item for contract execution by the Chairman of the Board of County Commissioners.

c. Consultant Services Authorization (CSA)

The method of obtaining services under a master consultant agreement shall be by the approval of a CSA. The user division must review the scope of services to determine the eligibility for a CSA. Guidelines for processing the CSAs for approval is as stated in Selection Procedures for Consultants with Continuing Contracts

Amount of CSA

If the scope of services is approved by the Purchasing Division and the County Attorney's office and the consultant's fees are \$100,000.00 or greater, the CSA shall be sent to the County Manager's office for a determination of whether the design should be done under an existing Master Consulting Agreement or if an RFP should be issued to select a consultant. If proposed fees are less than \$100,000.00, and the CSA has the above approvals, then the CSA will be returned to the user division for submission through the normal agenda process.

The appropriate CSA form is available on the County's website.

# PROTEST PROCEDURES

Polk County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner without fear of retribution on the part of a vendor or person, the following protest procedures are adopted:

All Purchasing notices with respect to recommendation of awards, suspensions and debarments, shall set forth the following statement:

**“FAILURE TO FOLLOW THE PURCHASING PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”**

## **RIGHT TO PROTEST**

Any aggrieved, actual or prospective bidder or proposer in connection with a solicitation, suspension, debarment, consultant evaluation, or pending award of a bid or contract may protest to the Purchasing Director.

- A. **NOTIFICATION:** The Purchasing Division shall post all recommendation of awards available for review by the General Public on the front lobby bulletin boards of the Purchasing Division and the County Administration Building. Vendors who submit a bid or request for proposal (RFP), or who are being suspended or debarred, will be notified by email.
- B. **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial award of any bid or request for proposal, suspension or debarment shall file with the County’s Purchasing Director a written notice of intent to file a protest. For the purpose of computation, the initial notice of intent to file a protest shall be received by the Purchasing Director not later than four o’clock (4:00) p.m. on the third (3<sup>rd</sup>) workday following the emailing date of the notice of the recommendation of award, suspension or debarment (excluding Saturdays, Sundays and legal County holidays). In addition, a protest bond in the form of a non-refundable cashier’s check in the amount of one thousand dollars (\$1,000.00) shall be submitted with the written initial protest. The initial notice of intent to file protest shall state the basis of the protest (recommendation of award protest, suspension protest, debarment protest), and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a cashier’s check of \$1,000.00 shall constitute a waiver of the right to seek any remedy provided under the protest procedure. Upon the receipt of a timely initial Notice of Protest, the Purchasing Director shall toll the recommendation of award, suspension or debarment. Should the affected party decide to withdraw their initial notice of intent to protest during the tolled action, the \$1,000.00 protest bond will be refunded in full. This is the only reason the County will refund the protest bond.

If during tolled action, the Purchasing Director determines that an Emergency Purchase is necessary, as defined in the Purchasing Procedures Manual, action may be taken to secure the goods or services.

C. **FORMAL NOTICE:** Any person who has filed an initial notice, as described above, shall file a formal written protest within ten (10) calendar days after the date of filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Purchasing Director within ten (10) calendar days of the initial notice of intent to file protest. No amendments to the protest will be allowed after the ten (10) calendar day period has expired. The formal written protest shall contain the following:

1. County bid or RFP identification number and title (if applicable).
2. Name and address of the department, division or agency affected.
3. The name and address of the affected party, and the title or position of the person submitting the protest.
4. A statement of disputed issues of material fact. If there are no disputed material facts, the written letter must so indicate.
5. Concise statement of the facts alleged and of the rules, regulations, statutes ordinances and constitutional provisions entitling the affected party to the relief requested.
6. The statement shall indicate the relief to which the affected party deems himself/herself entitled.
7. Such other information as the affected party deems to be material to the issue.

D. **PROTEST MEETING:** The Purchasing Director will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Clerk of the Court or designee the Deputy County Manager or designee who will serve as the Chairperson and the Assistant County Manager or designee. The County Attorney or designee shall be present and advise the Protest Committee. The Protest Committee shall meet with the protesting party within fourteen (14) workdays (excluding Saturdays, Sundays and legal County holidays) of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the date and time of the Bid Protest meeting and will be advised to be present at the meeting where they will be allowed the opportunity to present to the Bid Protest Committee. The parties may bring a representative if they so choose. The Purchasing Director or designee shall present the background for the protest to the Committee. The purpose of the protest meeting is: 1) to question and review the basis of the protest; 2) to evaluate the facts and merits of the protest and 3) gather information in order to submit a recommendation to the County Manager. The agenda for the protest meeting will be:

- The Purchasing Director will present the background as to why the recommendation for award was made or why the vendor is being suspended or debarred
- The protesting party or their representative will speak to how they were adversely affected by the decision of the Purchasing Division
- The other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest
- During the meeting, the Protest Committee can ask questions of all parties as necessary

- G. The Protest Committee will render their recommendation in writing to the County Manager within five (5) workdays of the bid protest meeting. The County Manager may conduct an evidentiary hearing, if there are disputed issues of material fact. The County Manager will conduct a review and make a final written decision within ten (10) workdays after receipt of the recommendation date of the hearing or the review, whichever is later. The County Manager's decision shall be final and binding. No further protests of the action in question will be heard.
- H. Any person who is aggrieved by the final and binding decision of the County Manager shall be entitled to a review of the final and binding decision by the 10<sup>th</sup> Judicial Circuit Court of Polk County, Florida by filing an appropriate petition with the Clerk of the County within 30 calendar days following the County Manager's final and binding decision.

# SUSPENSION AND DEBARMENT

**AUTHORITY:** The Purchasing Director may suspend or debar, for cause, the right of a vendor to be included on a vendor list and any bid; or response from that vendor can be rejected.

1. **SUSPENSION AND DEBARMENT:** A vendor may be suspended for a period not to exceed two (2) years, as determined by the Purchasing Director, based upon the following:
  - a. Vendor defaults or fails to fully comply with the conditions, specifications or terms of a bid, quotation, proposal or contract with the County;
  - b. Vendor commits any fraud or misrepresentation in connection with a vendor registration, Affidavit of Women or Minority Business Designation, bid, quotation, proposal or contract with the County;
  - c. Vendor responds as "able and willing" to bid on a Sheltered Market Bid and does not submit a bid response;
  - d. Vendor is charged by a court of competent jurisdiction with the commission of a criminal offense regarding an incident obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - e. Vendor is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a County government contractor. If charges are dismissed or the vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided to the County by the vendor.
  - f. Vendor becomes insolvent, has proceedings in bankruptcy instituted against it, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;
  - g. Vendor violates the ethical standards set forth in local, state or federal law; or
  - h. Any other cause the Purchasing Director determines to be so serious and compelling as to materially and adversely affect responsibility of a business as a County government contractor, including but not limited to suspension by another governmental entity for substantial cause.
  
2. **PERMANENT DEBARMENT:** A vendor may be permanently debarred for the following:
  - a. Default or failure to fully comply with the conditions, specifications, drawings or terms of a bid, proposal or contract with the County two (2) times in any three (3) year period.
  - b. Conviction of or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor's commercial enterprise stated in subsections A.3. and A.4. If the conviction is reversed through the appellate process, the debarment shall be removed upon written notification and proof of final court disposition from vendor to the County.

# **VENDOR COMPLAINT OR REQUEST FOR ASSISTANCE**

Vendor complaints and requests for assistance must be documented. The vendor complaint form should be used to report unsatisfactory performance, poor quality, unsatisfactory goods, services or construction not meeting specifications. Vendor Complaint and Request for Assistance forms should be completed and mailed to the vendor within five (5) workdays of the action. A copy should be furnished to the Purchasing Director to be placed in the vendor file.

1. **TO PROPERLY PREPARE A VENDOR COMPLAINT FORM THE USER DIVISION MUST PROVIDE THE FOLLOWING INFORMATION:**
  - a. Date.
  - b. Vendor name, address and phone number.
  - c. User department/division and contact person.
  - d. Purchase order number or bid number.
  - e. Department/Division Director's signature.
  - f. Statement of exactly what the complaint is and why it is being reported.
  - g. All documentation needed to substantiate the complaint.
  
2. **DISTRIBUTION:** Vendor Complaint forms should be forwarded to the vendor for review and/or resolution, with a copy to the Purchasing Division. The vendor shall be given seven (7) workdays to respond to the complaint. Should a satisfactory response be received, the user department/division should notify the Purchasing Division that the complaint has been resolved. If there is no response to the complaint or if the response is unsatisfactory then the user department/division should submit a request for assistance on the appropriate form, which can be found on the Internet, to the Purchasing Division.
  
3. **GENERAL INFORMATION:** The user department/division will be notified of any resolution or action to be taken by the Purchasing Director.

## **VENDOR COMMENDATIONS**

The Purchasing Division is interested in feedback regarding exceptional vendor performance. This information is used when considering the extension of annual bids. Please submit a Vendor Commendation form, which can be found on the Internet, to the Purchasing Division for vendors that display exceptional performance, outstanding quality of goods and/or services or construction exceeding specifications.

# **POLK COUNTY PURCHASING CARD**

## **APPENDIX A**

# Polk County Purchasing Card Procedures

## SECTION I-INTRODUCTION

The Polk County Board of County Commissioners= Purchasing Card Program is designed to improve efficiency in processing purchases from any vendor who accepts the Visa credit card. Most vendors for the Board of County Commissioners accept the Visa Credit Card as a means of payment.

This program allows the cardholder to purchase approved goods and services directly from vendors. Each Purchasing Card (hereinafter "Card") is issued to a named employee of the Polk County Board of County Commissioners and Polk County (hereinafter "County") is clearly shown on the card as the buyer of goods and services.

The Purchasing Division will administer the program and, together with the Finance and Accounting office of the Clerk of Courts, will monitor the performance of the program. All questions or concerns should be directed to the following people.

Procurement Procedures:	Purchasing Card Administrator	534-5610
Procurement Operations:	Purchasing Card Administrator	534-5610
Payment related:	Accounts Payable Supervisor	534-6010

### 1. PURPOSE OF CARD PROGRAM & HOW IT WORKS:

- A. The Card system simplifies the procurement/disbursement process and provides an efficient method of paying for goods and services.
- B. Purchasing Cards should be issued to individual employees who frequently purchase goods and/or services.
- C. Reduce the use of small and multiple purchase orders and direct pays.
- D. Ensure that Card purchases are in accordance with the County's ordinances, policies and procedures.
- E. Reduce the time spent processing low dollar transactions.
- F. Ensure that the County bears no legal liability from inappropriate use of the Cards.
- G. Provide for disciplinary action if the Cards are misused.

Herein are the minimum standards for the County's Departments/Divisions. The County's Department/Divisions may establish additional controls with approval of the Purchasing Director.

Procurement responsibility is delegated to the ordering department/division enabling an authorized cardholder to place an order directly with a vendor.

When the vendor at the point-of-sale requests a purchase authorization, the Visa Purchasing Card system checks the transaction against preset limits established by the employee's department/division. Transactions are approved or declined (electronically) based on the Card authorization criteria established. The authorization criteria has been established through profiles which contain single purchase spending limits, monthly spending limits and approved merchant category codes. Department/Division Directors will determine which spending profile each cardholder is assigned to. Division Directors, with approval of Department Directors, may assign a cardholder to a full-time travel profile

Any changes to a cardholder's profile must be submitted in writing by the appropriate Department/Division Director to the Purchasing Card Administrator (PCA).

## 2. WHO DOES WHAT?

The following are the responsibilities of individuals and the Departments/Divisions involved in the Card system.

### **Cardholder**

- Hold the Card and card number and keep them secure
- Order goods and services
- Receive and inspect all purchased goods and services
- Collect and save sales receipts
- Match receipts with monthly card statement
- Review monthly statement for validity of all transactions
- Identify and handle disputed charges
- Attach receipts and sign monthly statement certifying charges and submit to the Group Accountant
- Review monthly charges with Group Accountant when appropriate
- Comply with all Purchasing and Purchasing Card procedures

### **Department/Division Group Accountant**

[Individual(s) designated by Department/Division Director]

- Print monthly individual statements for all assigned Cardholders
- Distribute statements to the appropriate Cardholders
- Review statements and verify receipts are attached
- Ensure sales tax was not charged on any statement
- Code the appropriate accounting string to all charges
- Forward statement(s) with signed summary to Finance and Accounting within 5 workdays of receipt of monthly statements
- Handle disputed items unable to be resolved by Cardholder
- Perform regular inspections of card possession by Cardholders when instructed by the Department/Division Director

- Notify Department/Division Director of any violations or discrepancies
- Comply with all Purchasing and Purchasing Card procedures

#### **Department/Division Director**

- Appoint a Department/Division Group Accountant and backup when required
- Submit a properly executed Purchasing Card Authorization Form, available on the internet, to the PCA to issue purchasing cards for employees
- Select appropriate profiles within established guidelines
- Collect cards from Cardholders and immediately notify the PCA of terminated employees
- Evaluate the need to cancel or reissue cards
- Review monthly statements with Group Accountant and sign summary
- Comply with all Purchasing and Purchasing Card procedures

#### **PCA**

- Approve/disapprove requests for Purchasing Cards
- Coordinate issuance and cancellations of cards
- Review card usage for inappropriate uses
- Establish card profiles and assign to cardholders
- Establish program policy issues including disciplinary guidelines
- Monitor the program on a continuing basis
- Participate in resolving billing disputes
- Assist in the resolution of vendor disputes
- Maintain Procedures and Cardholder guides/manuals
- Maintain the card management program
- Notify Department/Division Directors of any violations
- Comply with all Purchasing and Purchasing Card Procedures

#### **Finance and Accounting Department**

- Receive consolidated statement from PCA
- Receive approved monthly statements with receipts attached and department/division card holder summaries from department/division Group Accountant within 5 workdays of receipt of statement
- Verify that all summaries have appropriate signatures
- Notify Department/Division Directors and PCA when approved monthly statements are not received timely
- Notify PCA of any violations or problems
- Audit statements and receipts
- Process accounting data
- Pay monthly charges from consolidated statement
- File and store statements and receipts
- Administer 1099 reporting
- Comply with all Purchasing and Purchasing Card Procedures

## SECTION II-PROCEDURES

### 1. ASSIGNMENT AND CONTROL OF THE PURCHASING CARD

#### A. REQUESTS FOR AND ISSUANCE OF PURCHASING CARDS

- i. The Department/Division Director shall make requests for new Cardholders or for changes to current Cardholders by submitting a written request to the PCA. Requests for new cards shall be made using the Purchasing Card Authorization Form available on the internet. Requests for changes to existing cards may be made via memo or email.
- ii. The Purchasing Card will have the employee=s name and department/division, the Card number and the expiration date embossed on the face of the card. Polk County, Florida, Board of County Commissioners and the County=s Florida sales tax exemption number is preprinted on the Purchasing Card. The Purchasing Card issuing company will not have individual Cardholder information other than the last four (4) digits of their Social Security number. No credit record or other personal information of the Cardholder is maintained by the issuing company.
- iii. When the PCA receives a Purchasing Card from the issuing card company, the Cardholder will be required to personally attend Purchasing Card training, take receipt of the card and sign a cardholder agreement. The Cardholder will be given a copy of the Purchasing Card Procedures Handbook at the completion of their training.

#### B. LOST OR STOLEN PURCHASING CARDS OR CARD NUMBERS

- i. **If a Purchasing Card is lost, stolen or misplaced, the Cardholder must immediately notify the card issuing bank (1-888-449-2273, 24 hours a day, 365 days a year) and the PCA of the loss.**

**Failure to provide immediate notification will result in disciplinary action**

- ii. The Cardholder must report all information necessary and complete all forms required to reduce the liability to the County for a lost or stolen card or card number, and shall work with any law enforcement agency in prosecuting theft.

#### C. TERMINATION OR TRANSFER OF CARDHOLDER

- i. When an employee ends their employment the Department/Division Director shall collect the Purchasing Card, destroy it (cut it in half) and send the pieces of the card to the PCA.
- ii. If the Department/Division Director is unable to collect the Purchasing Card when an employee leaves, they shall immediately notify the PCA by telephone or e-mail. The PCA will ensure that the card is canceled.

- iii. When an employee transfers to a different Department/Division the card account may be transferred to the new Department/Division with the appropriate authorization of the new Department/Division Director.

## 2. CARDHOLDER USE OF PURCHASING CARD

### A. CARDHOLDER USE ONLY

- i. Only the employee whose name is embossed on the card shall use the Purchasing Card. No other person is authorized to use the card. The cardholder is responsible and accountable for all transactions that occur on their card.
- ii. Loaning a card to someone or giving them a card number to use to make a purchase will result in disciplinary action and possibly cancellation of the card.
- iii. Upon receipt of the Purchasing Card the cardholder should sign the back of the card along with the following statement: **“CHECK I.D.”**

### B. COUNTY PURCHASES ONLY

The Purchasing Card is to be used for County authorized purchases only. The Purchasing Card shall not be used for any personal use. Any personal use will require immediate reimbursement and will result in disciplinary action, which may include dismissal.

### C. SPENDING LIMITS

- i. The Department/Division Director designates which profile each cardholder is assigned to. Each profile contains a single purchase limit, a 30-day limit, and approved merchant category codes. The profile assigned may or may not include travel authorization.
- ii. Requests for profile changes must be submitted in writing to the PCA by the Department/Division Director. Requests from others will not be considered.
- iii. Charges for purchases shall not be split to stay within the single purchasing limit. Splitting charges will be considered abuse of the Purchasing Card program and shall be disciplined according to disciplinary procedures contained herein.
- iv. Spending limits are as follows:
  - Not exceeding \$5,000.00 per purchase – no quote or bid requirements, no card override necessary.
  - Not exceeding \$10,000.00 – solicit three (3) telephone quotes, communicate recap to Purchasing Card Administrator (hereinafter “PCA”), and an override will be made for that purchase.
  - Any other item whether annual bid, construction, or other circumstances, contact PCA for further instructions.

**The Purchasing Director shall have the authority to approve any transaction limit for any cardholder up to the amount of the transaction limit in the agreement with the card issuing bank so long as the transaction conforms to the County's Purchasing Procedures.**

**D. OTHER CONDITIONS**

- i. All items purchased over-the-counter must be immediately available. No back ordering is allowed.
- ii. All items purchased during one telephone transaction must be delivered in a single delivery. If an item is not immediately available, no back ordering is allowed.
- iii. The vendor must deliver all items purchased by telephone within the 30-day billing cycle. The order should not be placed without this assurance.
- iv. An original invoice must be requested from the vendor on all orders placed by telephone.
- v. All items purchased must be delivered to the cardholder=s County workplace. No deliveries shall be made to any other address without prior specific written approval of the PCA.

**E. PROHIBITED USES OF PURCHASING CARDS**

The following types of items shall not be purchased with a Purchasing Card, regardless of the dollar amount unless specifically authorized by profile or the PCA.

- Cash advances
- Alcohol or prescription drugs
- Meals and food (unless approved by the Department/Division Director for County purposes in accordance with County policy)
- Personal Recreation and Entertainment
- Gas and oil products (unless authorized)
- Capital
- Vehicle repairs (to other than County vehicles)
- Telephone calls
- Any additional goods or services specifically restricted by the department/division
- Travel expenses for hotels, automobile rental, and airline tickets, etc. (unless cardholder has been specifically authorized for travel expenses)
- Informal employee recognition.

**3. PROCEDURES FOR MAKING AND PAYING FOR PURCHASES**

**A. DOCUMENTATION FOR OVER-THE-COUNTER PURCHASES**

- i. When an over-the-counter purchase is made, the Cardholder must obtain the customer ' s copy of the charge slip and an original receipt/invoice.

- ii. The Cardholder must retain the charge slip and original receipt/invoice. All receipts must detail the items purchased.

**B. TELEPHONE ORDERS**

When placing a telephone order, the Cardholder must confirm that the vendor will not charge the Purchasing Card until shipment is made so that receipt of the supplies may be certified on the monthly Statement. This is also a requirement of the vendor=s contract with VISA. The cardholder must provide the vendor with the tax-exempt number.

**C. SALES TAXES**

- i. The County is exempt from paying any State of Florida sales tax. This exemption applies to some other states as well. If the vendor charges sales tax, the Cardholder must contact the vendor and obtain a credit equal to the amount of the sales tax.
- ii. Polk County=s Florida sales tax exemption number is printed on the face of the Purchasing Card. If a cardholder has a problem with any merchant about sales tax they should contact the Purchasing Division.

**D. MISSING DOCUMENTATION**

If for some reason the cardholder does not have documentation of the transaction to send with the statement, the cardholder should notify their Group Accountant. The Group Accountant must request a missing documentation form from the PCA. The cardholder, card representative and Division Director prior to submittal must sign this missing documentation form. Failure to promptly provide such certification may result in disciplinary actions and the employee may be required to pay the County for the undocumented expense. Use of a Missing Documentation Form will subject cardholder to disciplinary points as outlined under "Disciplinary Procedures". Continued incidents of missing documentation will result in the cancellation of the employee=s Purchasing Card.

**E. PAYMENT AND INVOICE PROCEDURES**

- i. The card issuing bank will transmit one consolidated statement for all Cardholders to the Purchasing Division. This statement will list all transactions processed during the previous billing cycle (usually 30 days).
- ii. The Group Accountant will print individual statements for each cardholder in their respective group. These statements will list all transactions processed for individuals during the previous billing cycle (usually 30 days). If no purchases were made on the Purchasing Card during the billing cycle, no statements will be generated unless adjustments for previously billed transactions have been processed during that cycle.

- iii The Cardholder must review the statement and note any errors or disputes. The cardholder will then sign the statement. By signing the statement, the cardholder is certifying that all charges are appropriate and authorized; that receipts have been attached for all charges; and that the goods/services charged were received prior to the statement date. For all travel related purchases, a copy of the approved Travel Request Form must be attached to the cardholder statement. If multiple purchases were made for the same travel event, only one (1) copy of the approved Travel Request Form is necessary. The statement will then be reviewed and coded with the description of the purchase and correct account string for each transaction by the department/division Group Accountant. The Group Accountant will prepare and sign a cardholder summary for all statements and after the department/division has signed it, then the summary will be forwarded to Finance and Accounting. The statements and the transmittal form should then be forwarded to Finance and Accounting. **All statements must be forwarded to the Finance and Accounting Department within five (5) workdays after receipt.** Original card charge slips/receipts for all items listed on the statement shall be attached to the transmittal form.
- iv. The Finance and Accounting Department will reconcile the consolidated statement and ensure that the charges are paid timely. Department/Division Directors and the PCA will be notified when individual statements are not received in the allotted time. Continued failure to meet the five (5) workday deadline will result in disciplinary action in accordance with disciplinary procedures contained herein.

#### 4. DISPUTES

- A. If items purchased with the Purchasing Card are defective, the Cardholder must return the item(s) to the vendor for replacement or credit. If the service paid for with a Purchasing Card is faulty, the vendor must be notified and asked to correct the situation or provide a credit. If the vendor refuses to replace or correct the faulty item or service, the purchase will be considered in dispute. If the quantity of items received is less than the quantity shown on the invoice, or if the pricing is incorrect, then the transaction must be disputed and procedures followed as outlined below.
- B. A disputed item must be explained with a note on the Cardholder's statement before the statement is forwarded to the Finance and Accounting Department for payment.
- B. It is essential that the time frames and documentation requirements established by the card issuing bank be followed to protect the cardholder's rights in the dispute process.

#### 5. DISPUTE PROCEDURES

A **dispute** occurs when a Cardholder attempts to return an item and they are refused, services are not performed satisfactorily, or there are questions concerning a transaction that has been charged to their account. The following steps must be taken to ensure prompt settlement:

- A. The Cardholder should first contact the vendor about the transaction and attempt to resolve the dispute. If the issue is not resolved, then
- B. The Cardholder should complete the "Statement of Disputed Items" and give it to the Group Accountant. The Group Accountant should fax the "Statement of Disputed Items" to the following parties.
  - Card issuing bank (888) 678-6046
  - Finance and Accounting (863) 534-6521
  - Purchasing Card Administrator (863) 534-0055
- C. If the problem is resolved between the merchant and the Cardholder, the Cardholder should write the solution agreed upon on the bottom of the Dispute Form that was previously faxed to the card issuing bank; and the Group Accountant should fax it to the card issuing bank as soon as possible. If an agreement cannot be reached, the following steps need to be completed:
  - i. After the item has been entered as a dispute, the card issuing bank will determine who is responsible by researching the transaction, including requesting a copy of the sales draft when necessary. When responsibility for the transaction is determined, the dispute will be settled on-line.
  - ii. When an account is in a dispute status, the disputed amount is still included in calculating the available money for authorizations (monthly limit).
  - iii. If the Cardholder is actually responsible for the transaction, the dispute is settled in favor of the card issuing bank and no further actions are required. If the Cardholder is not responsible for the transaction, the dispute is settled for the Cardholder and the charge back process may be initiated against the vendor.
- D. The Department/Division Group Accountant will assist the Cardholder, if necessary, in resolving the dispute.
- E. If there continues to be problems with a particular vendor, the Cardholder or Department/Division Group Accountant shall notify the PCA of the problems.

**6. REVIEW OF PURCHASES BY DEPARTMENT/DIVISION**

- A. Because of their knowledge of the job responsibilities and requirements, Department/Division Group Accountant are required to ensure that each purchase using the Purchasing Card was done in an appropriate manner and that the use complies with Purchasing and Purchasing Card procedures.
- B. When purchases are questioned, the Department/Division Director will be responsible for resolving the issue with the Cardholder. If the Department/Division Director is not satisfied that the purchase was necessary and for official use, the Cardholder must provide either a credit voucher proving the item(s) was/were returned for credit; a personal check made payable to the Polk County Board of County Commissioners for the

full amount of the purchase; or cash. Checks must be sent to the Accounts Payable Supervisor with a written explanation. A copy of the explanation will be sent to the Purchasing Director by the Department/Division Director along with the action(s) taken to prevent reoccurrence. A second occurrence of the above will subject the cardholder to disciplinary action.

### **SECTION III - TRAVEL**

The Polk County Travel Policy and Procedures apply to all travel related transactions. The Travel Policy and Procedures reporting requirements are in ADDITION to the Purchasing card requirements when a cardholder has been approved to use the Purchasing Card for travel. The Polk County Travel Request Form shall still be submitted and approved prior to any travel related expenditures in accordance with Travel Procedures.

1. If the cardholder's profile does not allow for full-time travel rights, a written request for changes to the card authorization criteria should be submitted by the Department/Division Director to the PCA when the Travel Request Form is approved.
2. After the travel has been approved and completed, the ORIGINAL charge receipt(s) shall be turned in with the completed Polk County voucher for Reimbursement of Traveling Expenses form. A COPY of the travel charge receipt(s) shall be attached to the cardholder's monthly statement. When completing the Polk County Voucher for Reimbursement of Traveling Expenses, all purchasing card charges should be totaled and included in the "Advance/Purchasing Card" line item. This amount is subtracted from the total travel expenses to determine the amount due to the payee. The completed Polk County Voucher for Reimbursement of Traveling Expenses form shall be sent to the Finance and Accounting Department within ten (10) calendar days after completing the trip.
3. Those employees who have been identified as frequent travelers may be assigned to a profile that allows permanent travel privileges upon written authorization by their Division Director and approval by their Department Director.
4. Employees that have travel authorized Purchasing Cards are NOT eligible for advanced travel payments for expenses that could be paid for with the Purchasing Card (i.e., hotel, airline reservations, rental cars, etc).

## SECTION IV – DISCIPLINARY PROCEDURES

### PCard Disciplinary Procedures

Along with the benefits of the Purchasing Card Program there are responsibilities that go along with it. The Purchasing Division monitors the usage of purchasing cards and the appropriateness of their use. Inappropriate use counts as a “violation” and the cardholder will be assigned points based upon the inappropriate action. Please see the following for a list of violations and points assigned:

Violation		Points assigned
Card used for personal use (Cardholder must reimburse the County and file a memo with their Division Director and Purchasing, explaining the violation)	(first offense)	50
Card used for personal use	(second offense)	100
Card used for personal use	(each subsequent offense)	100
Splitting of transaction (to stay under single purchase limit)	(first offense)	25
Splitting of transaction (to stay under single purchase limit)	(second offense)	75
Splitting of transaction (to stay under single purchase limit)	(each subsequent offense)	75
Lending of card or card number		100
Purchase of restricted item (i.e. computer hardware/software, capital items, etc.)	(each offense)	25
Lack of signatures on statement or summary	(each offense)	25
Late/missing paperwork/receipts	(each offense)	25

Accumulation of points within a 12-month period will result in the following disciplinary actions:

- 100 points - mandatory re-train
- 150 points - 3-month card suspension
- 175 points - 6-month card suspension
- 200 points - card revocation

The Purchasing Division will administer the above procedure; however, the cardholder may be subject to further disciplinary action by their supervisor, up to and including termination.

# **FURNITURES PROCEDURES**

## **APPENDIX B**

# STANDARDIZED FURNITURE PROCEDURES

The intention of developing a standard for furniture purchases is to ensure the County is projecting an image of austerity and that quality products are purchased in the most economical way available.

The items that have been chosen are based upon a contract that is currently being used. However, additional manufacturers may be added upon approval by Purchasing if the items are under contract and are comparable to items previously selected.

Prior to making any new furniture purchase you must first look at the County's surplus furniture. All surplus furniture is available on the Surplus Exchange website at <http://apps.polkcounty.net/surplus/index.html>.

The preferred method of purchasing new furniture is by processing a requisition through Oracle. All furniture purchases on P-card must go through the Purchasing Division for review and approval. Do not purchase any piece of furniture without going through the Purchasing Division first.

Guidelines have been developed on the types of furniture items that can be purchased when furnishing an office. The standard furniture was chosen based upon the groups outlined in the County's Basic Space Generation Allowance. The groups are as follows:

Group	Position Type	Square Footage*
Group I	Secretary/Clerical	90
Group II	Senior Clerk/Administrative Secretary	120
Group III	Technical and Professional	150
Group IV	Managers and Supervisors	162
Group V	Division Directors	240
Group VI	Department Directors	286
Group VII	Agency Head	350

\* Square footage includes an additional 30 square feet allotted for additional needs (i.e computer).

Complete office furniture purchases for a new space or existing space must have the Department and Division Directors approval. Individual items (i.e. office chair) only require the Division Director's approval. Lobby furniture in excess of \$1,000 must have the Department and Division Directors approval.

The following items are prohibited from being purchased:

- Couches
- Veneer Furniture
- Leather Chairs

Furniture shall constitute the following items; desks, chairs, bookcases, cabinets (laminated or metal) and tables. Furniture purchases for any room not covered within these procedures must be coordinated through the Purchasing Division. Contact the Purchasing Division with any additional questions.

# **CONTRACTS UNIT PROCEDURES**

## **APPENDIX C**

# Polk County Purchasing and Contracts Division

## Contracts Unit Procedures

### Purpose

To provide procedures for contracting with Consultants and Contractors for technical, professional and real estate related services; establish areas of responsibility for Purchasing and user divisions relating to contracts; establish procedures for review of contracts that require board approval; and establish procedures for processing of payments for various types of contracts.

### Organizations Affected

All departments, divisions or other units of County government (hereinafter identified as User Division) as applicable that require the services of Consultants or Contractors.

### Definitions

#### **CCNA**

Consultants Competitive Negotiations Act, FS287.055.

#### **RFP**

Request for Proposal

#### ***Request for Service***

A written request containing sufficient information to solicit the required service, with a minimum "Scope of Services".

#### ***Technical/Consulting Services Contract***

An agreement to obtain the professional services of architects, engineers, land surveyors, artists, construction contractors, construction managers, maintenance contractors or any other technically related service providers.

### Procedures

These procedures will outline the various types of contracts used by the County and the procedures and process for handling those contracts from concept to closeout. Areas of responsibility will be indicated for each process.

# Consultants

## Contract for Specific Project Under CCNA (Professional Services Agreement)

### ***Request for Service***

Responsibility: User Division

### ***Preparation of RFP***

Responsibility: Contract Manager/Contract Specialist with User Division Input

### ***Solicitation of RFP***

Responsibility: Contract Manager/Contract Specialist

### ***Selection of Consultant***

Responsibility: Selection Committee (Coordinated and Chaired by Contract Manager/Contract Specialist)

### ***Recommendation to Board***

Responsibility: Agenda Item Prepared by Contract Manager/Contract Specialist

### ***Negotiation with Consultant***

Responsibility: Purchasing Director/Contract Manager/Contract Specialist with User Division Input

### ***Preparation of Professional Services Agreement (to obtain applicable insurance) and Subsequent Approval and Execution by the Board***

Responsibility: Contract Manager/Contract Specialist

### ***Assignment of Contract Number***

Responsibility: Clerk of Courts (Deputy Clerk)

### ***Distribution of Contracts***

Responsibility: One (1) Original Copy Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contracts Unit (Contract Specialist)

### ***Preparation of Requisition***

Responsibility: User Division (See Purchasing Procedures – Consultant Agreements)

### ***Implementation of Agreement***

Responsibility: User Division

***Correspondence: Copies of all correspondence to and from the Consulting Firm with reference to changes, additions, deletions or payments shall be provided to the assigned Contract Specialist for inclusion in the contract master file***

Responsibility: User Division

All direction to the Consulting Firm with reference to changes, additions, deletions or payments shall be in writing, with copies to the assigned Contract Specialist.

Monthly Payment Requests

***Preparation of Payment Applications/Invoices***

Responsibility: Consulting Firm

***Review and Approval of Payment Applications/Invoices***

Responsibility: User Division and Contract Specialist

***Processing of Approved Payment Applications/Invoices***

Responsibility: User Division/Contract Specialist/Finance and Accounting. After all Approval signatures have been obtained by the User Division, the Payment Application/Invoice should be sent to the Contract Specialist. The Contract Specialist will make all further entries into the County's web-based requisitioning system

***Payment of Approved Payment Applications/Invoices***

Responsibility: Finance and Accounting

**Amendment to Professional Services Agreement(s)**

All changes to the original Professional Service Agreement will be initiated by the User Division.

A Price Proposal submitted by the consulting firm to the User Division will follow all contemplated changes negotiated with the consulting firm.

***Review of Price Proposal***

Responsibility: User Division and Contract Specialist

***Preparation of Amendment***

Responsibility: User Division

***Preparation of Board Agenda Item to Request Approval of Amendment.***

Responsibility: User Division (Copy shall be forwarded to Contract Specialist)

***Approval of Amendment***

Responsibility: Board

***Distribution of Executed Amendment***

Responsibility: One (1) Original Copy Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contracts Unit (Contract Specialist)

***Preparation of Amendment to Purchase Order***

Responsibility: Contract Specialist

**Completion of Contract Services/Final Payment**

***Certification of Completion of Contract Service***

Responsibility: User Division

***Approval of Final Payment Application/Invoice***

Responsibility: User Division and Contract Specialist

***Processing of Final Payment Application/Invoice***

Responsibility: Contract Specialist

***Final Payment***

Responsibility: Finance and Accounting

***Evaluations***

Responsibility: User Division/Contract Specialist

During the preceding process all applicable entries for this type of agreement will be entered into Novatus by the assigned Contract Specialist.

**Continuing Contracts Utilizing Consultant Service Agreements (CSA) under CCNA**

***Request for Service***

Responsibility: User Division

***Preparation of RFP***

Responsibility: Contract Manager/Contract Specialist with User Division Input

***Solicitation of RFP***

Responsibility: Contract Manager/Contract Specialist

***Selection of Consultant(s)***

Responsibility: Selection Committee (Coordinated and Chaired by Contract Manager/Contract Specialist)

***Recommendation to Board***

Responsibility: Agenda Item Prepared by Contract Manager/Contract Specialist

***Negotiation of Fee Schedule with Consultant(s)***

Responsibility: See Purchasing Procedures

***Preparation of Master Consulting Agreement(s) (to obtain applicable insurance) and Subsequent Approval and Execution by the Board***

Responsibility: Contract Manager/Contract Specialist

***Assignment of Contract Number***

Responsibility: Clerk of Courts (Deputy Clerk)

***Distribution of Contracts***

Responsibility: One (1) Original Copy Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contracts Unit (Contract Specialist)

**Implementation of Agreement(s)**

***Preparation of CSA (Obtain CSA Number from Contract Manager or assigned Contract Specialist)***

Responsibility: Refer to Purchasing Procedures – Consultant Agreements

***Presentation to Board***

Responsibility: Agenda Item Prepared by User Division

***Distribution of CSA***

Responsibility: One (1) Original Copy Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contract Unit (Contract Specialist)

## **Implementation of CSA**

### ***Monitoring and Control of Consulting Firm's Service Activity***

Responsibility: Consulting Firm reports to and functions under direction of the County Representative (User Division's Representative) with assistance from others with specific expertise as required (i.e. engineering reviews from Engineering/Construction Activity, etc.)

*Correspondence: Copies of all correspondence to and from the Consulting Firm with reference to changes, additions, deletions or payments shall be provided to the assigned Contract Specialist for inclusion in the contract master file*

Responsibility: User Division

All direction to the Consulting Firm with reference to changes, additions, deletions or payments shall be in writing, with copies to the assigned Contract Specialist.

### **Monthly Payment Requests**

#### ***Preparation of Invoices***

Responsibility: Consulting Firm

#### ***Review and Approval of Invoices***

Responsibility: User Division and Contract Specialist

#### ***Processing of Approved Invoices***

Responsibility: User Division/Contract Specialist/Finance and Accounting. After all Approval signatures have been obtained by the User Division the Invoice should be sent to the Contract Specialist. The Contract Specialist will make all further entries into the County's web-based requisitioning system

#### ***Payment of Approved Invoices***

Responsibility: Finance and Accounting

#### ***Evaluations***

Responsibility: User Division/Contract Manager/Contract Specialist

**Modifications**

All changes to the original CSA will be initiated by the User Division.

A Price Proposal submitted by the consulting firm to the User Division will follow all contemplated changes negotiated with the consulting firm.

***Review of Price Proposal***

Responsibility: User Division and Contract Specialist

***Preparation of Modification***

Responsibility: User Division if pricing change; if time change, Contract Specialist

***Preparation of Board Agenda Item to Request Approval of Modification***

Responsibility: User Division (Copy shall be forwarded to Contract Specialist)

***Approval of Modification***

Responsibility: Board

***Distribution of Executed Modification***

Responsibility: One (1) Original Copy Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contracts Unit (Contract Specialist)

***Preparation of Requisition***

Responsibility: User Division

**Completion of CSA/Final Payment**

***Certification of Completion of CSA***

Responsibility: User Division

***Approval of Final Payment Invoice***

Responsibility: User Division and Contract Specialist

***Processing of Final Payment Invoice***

Responsibility: Contract Specialist

***Final Payment***

Responsibility: Finance and Accounting

**Contract and Closing Documents**

***Assembling of all Required Closeout Documents (If Any)***

Responsibility: User Division with Advice from Contract Specialist as Applicable

***Review for Completeness/Compliance and Processing of Closing Documents (If Any)***

Responsibility: Contract Specialist

***Closing of Purchase Order***

Responsibility: User Division with approval of Contract Specialist

***Evaluations***

Responsibility: User Division/Contract Specialist

During the preceding process all applicable entries for this type of agreement will be entered into Novatus by the assigned Contract Specialist.

**Continuing Contracts Utilizing Work Authorization/Purchase Orders**

***Request for Service***

Responsibility: User Division

***Preparation of RFP***

Responsibility: Contract Manager/Contract Specialist with User Division Input

***Solicitation of RFP***

Responsibility: Contract Manager/Contract Specialist

***Selection of Consultant(s)***

Responsibility: Selection Committee (Coordinated and Chaired by Contract Manager/Contract Specialist)

***Recommendation to Board***

Responsibility: Agenda Item Prepared by Contract Manager/Contract Specialist

***Negotiation of Fee Schedule/Unit Price with Consultant(s)***

Responsibility: See Purchasing Procedures

***Preparation of Master Consulting Agreement(s) (to obtain applicable insurance) and Subsequent Approval and Execution by the Board***

Responsibility: Contract Manager/Contract Specialist

***Assignment of Contract Number***

Responsibility: Clerk of Courts (Deputy Clerk)

***Distribution of Contracts***

Responsibility: One (1) Original Copy Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contracts Unit (Contract Specialist)

**Implementation of Agreement(s)**

***Preparation of Work Authorization***

Responsibility: User Division (With a Copy to Assigned Contract Specialist)

***Preparation of Requisition***

Responsibility: User Division

***Issuance of Purchase Order***

Responsibility: Contract Specialist

**Implementation of Work Order**

***Monitoring and Control of Consulting Firm's Service Activity***

Responsibility: Consulting Firm reports to and functions under direction of the County Representative (User Division's Representative) with assistance from others with specific expertise as required (i.e. engineering reviews from Engineering/Construction Activity, etc.)

*Correspondence: Copies of all correspondence to and from the Consulting Firm with reference to changes, additions, deletions or payments shall be provided to the assigned Contract Specialist for inclusion in the contract master file*

Responsibility: User Division

All direction to the Consulting Firm with reference to changes, additions, deletions or payments shall be in writing with, copies to the assigned Contract Specialist.

**Monthly Payment Requests**

***Preparation of Invoices***

Responsibility: Consulting Firm

***Review and Approval of Invoices***

Responsibility: User Division and Contract Specialist

***Processing of Approved Invoices***

Responsibility: User Division/Contract Specialist/Finance and Accounting. After all Approval signatures have been obtained by the User Division the Invoice should be sent to the Contract Specialist. The Contract Specialist will make all further entries into the County's web-based requisitioning system

***Payment of Approved Invoices***

Responsibility: Finance and Accounting

**Amendments to Work Authorization**

***Initiation of Changes to the Original Work Order***

Responsibility: User Division

A Price Proposal Submitted by the Consulting Firm to the User Division will Follow all Contemplated Changes Negotiated with the Consulting Firm

***Review of Price Proposal***

Responsibility: User Division and Contract Specialist

***Preparation of Amendment***

Responsibility: User Division

***Preparation of Requisition***

Responsibility: User Division

**Completion of Work Authorization/Final payment**

***Certification of Completion of Work Authorization***

Responsibility: User Division

***Approval of Final Payment Invoice***

Responsibility: User Division and Contract Specialist

***Processing of Final Payment Invoice***

Responsibility: Contract Specialist

***Final Payment***

Responsibility: Finance and Accounting

**Contract and Closing Documents**

***Assembling of all Required Closeout Documents (If Any)***

Responsibility: User Division with advice from Contract Specialist as applicable

***Review for Completeness/Compliance and Processing of Closing Documents (If Any)***

Responsibility: Contract Specialist

***Closing of Purchase Order***

Responsibility: User Division with approval of Contract Specialist

***Evaluations***

Responsibility: User Division/Contract Specialist

During the preceding process, all applicable entries for this type of agreement will be entered into Novatus by the assigned Contract Specialist.

**Consulting Agreements with Construction Less Than \$250,000.00**

***Development of Scope of Services***

Responsibility: User Division

***Request for Proposal from Selected Consultant (Other than Consultants with Master Consulting Agreement)***

Responsibility: User Division

***Submittal of Price Proposal (Submitted to Contract Manager, Copied to User Division)***

Responsibility: Consultant

***Review of Proposal***

Responsibility: Contract Manager with User Division Input

***Preparation of Contract (Professional Services Agreement)***

Responsibility: Contract Manager with User Division Input

***Recommendation to Board***

Responsibility: Agenda Item Prepared by Contract Manager

***Distribution of Contracts***

Responsibility: One (1) Original Copy Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contracts Unit (Contract Specialist)

***Implementation of Agreement***

Responsibility: User Division

*Correspondence: Copies of all correspondence to and from the Consulting Firm with reference to changes, additions, deletions or payments shall be provided to the assigned Contract Specialist for inclusion in the contract master file*

Responsibility: User Division

All direction to the Consulting Firm with reference to changes, additions, deletions or payments shall be in writing, with copies to the assigned Contract Specialist.

**Monthly Payment Requests**

***Preparation of Payment Applications/Invoices***

Responsibility: Consulting Firm

***Review and Approval of Payment Applications/Invoices***

Responsibility: User Division and Contract Specialist

***Processing of Approved Payment Applications/Invoices***

Responsibility: User Division/Contract Specialist/Finance and Accounting. After all Approval signatures have been obtained by the User Division, the Payment Application/Invoice should be sent to the Contract Specialist. The Contract Specialist will make all further entries into the County's web-based requisitioning system

***Payment of Approved Payment Applications/Invoices***

Responsibility: Finance and Accounting

**Amendments**

All changes to the original Professional Service Agreement will be initiated by the User Division.

A Price Proposal submitted by the consulting firm to the User Division will follow all contemplated changes negotiated with the consulting firm.

***Review of Price Proposal***

Responsibility: User Division and Contract Specialist

***Preparation of Amendment***

Responsibility: Contract Specialist

***Preparation of Board Agenda Item to Request Approval of Amendment***

Responsibility: User Division (Copy shall be forwarded to Contract Specialist.)

***Approval of Amendment***

Responsibility: Board

***Distribution of Executed Amendment***

Responsibility: One (1) Original Copy Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contracts Unit (Contract Specialist)

***Preparation of Requisition***

Responsibility: User Division

**Completion of Contract Services/Final Payment**

***Certification of Completion of Contract Service***

Responsibility: User Division

***Approval of Final Payment Application/Invoice***

Responsibility: User Division and Contract Specialist

***Processing of Final Payment Application/Invoice***

Responsibility: Contract Specialist

***Final Payment***

Responsibility: Finance and Accounting

***Evaluations***

Responsibility: User Division/Contract Specialist

During the preceding process, all applicable entries for this type of agreement will be entered into Novatus by the assigned Contract Specialist.

Single Scope Contracts Less Than \$50,000.00 With No Master Agreement (Alternative Vendor Selection – [AVS])

***Development of Scope of Services***

Responsibility: User Division

***Request for Proposal from Selected Consultant (Lump Sum Price is Preferred; If Not to Exceed Price then have Applicable Rates Attached)***

Responsibility: User Division

***Submittal of Price Proposal (Submitted to User Division)***

Responsibility: Consultant

***Review of Proposal***

Responsibility: User Division

***Submittal of Proposal to Contract Manager/Contract Specialist (Attach AVS Form)***

Responsibility: User Division

***Approval of AVS*** Purchasing Director

***Preparation of Requisition***

Responsibility: User Division

***Issuance of Purchase Order***

Responsibility: Contract Specialist

***Implementation of Proposal***

Responsibility: User Division

*Correspondence: Copies of all correspondence to and from the Consulting Firm with reference to changes, additions, deletions or payments shall be provided to the assigned Contract Specialist for inclusion in the contract master file*

Responsibility: User Division

All direction to the Consulting Firm with reference to changes, additions, deletions or payments shall be in writing, with copies to the assigned Contract Specialist.

Monthly Payment Requests

***Preparation of Payment Applications/Invoices***

Responsibility: Consulting Firm

***Review and Approval of Payment Applications/Invoices***

Responsibility: User Division and Contract Specialist

***Processing of Approved Payment Applications/Invoices***

Responsibility: User Division/Contract Specialist/Finance and Accounting. After all Approval signatures have been obtained by the User Division, the Payment Application/Invoice should be sent to the Contract Specialist. The Contract Specialist will make all further entries into the County's web-based requisitioning system

***Payment of Approved Payment Applications/Invoices***

Responsibility: Finance and Accounting

**Amendments**

**Amendments can be made as long as the amendments, plus the original order, are less than \$50,000.00.**

***Request for Amendment to Purchase Order (Follow procedures established for the County's web-based requisitioning system)***

Responsibility: User Division

***Completion of Amendment to Purchase Order***

Responsibility: Contract Specialist

**Completion of Contract Services/Final Payment**

***Certification of Completion of Contract Service***

Responsibility: User Division

***Approval of Final Payment Application/Invoice***

Responsibility: User Division and Contract Specialist

***Processing of Final Payment Application/Invoice***

Responsibility: Contract Specialist

***Final Payment***

Responsibility: Finance and Accounting

***Evaluations***

Responsibility: User Division/Contract Specialist

During the preceding process, all applicable entries for this type of agreement will be entered into Novatus by the assigned Contract Specialist

**Single Scope Contracts Less Than \$50,000.00 Using Master Agreement (Consultant Purchase Order – [CPO])**

***Development of Scope of Services***

Responsibility: User Division

***Request for Proposal from Selected Consultant***

Responsibility: User Division

***Submittal of Price Proposal (Submitted to User Division)***

Responsibility: Consultant

***Review of Proposal***

Responsibility: User Division

***Submittal of Proposal to Contract Manager/Contract Specialist (Attach CSA Approval Form)***

Responsibility: User Division

***Approval:*** Purchasing Director

***Preparation of Requisition***

Responsibility: User Division

***Issuance of Purchase Order***

Responsibility: Contract Specialist

***Implementation of Proposal***

Responsibility: User Division

*Correspondence: Copies of all correspondence to and from the Consulting Firm with reference to changes, additions, deletions or payments shall be provided to the assigned Contract Specialist for inclusion in the contract master file*

Responsibility: User Division

All direction to the Consulting Firm with reference to changes, additions, deletions or payments shall be in writing, with copies to the assigned Contract Specialist.

**Monthly Payment Requests**

***Preparation of Payment Applications/Invoices***

Responsibility: Consulting Firm

***Review and Approval of Payment Applications/Invoices***

Responsibility: User Division and Contract Specialist

***Processing of Approved Payment Applications/Invoices***

Responsibility: User Division/Contract Specialist/Finance and Accounting. After all Approval signatures have been obtained by the User Division, the Payment Application/Invoice should be sent to the Contract Specialist. The Contract Specialist will make all further entries into the County's web-based requisitioning system

***Payment of Approved Payment Applications/Invoices***

Responsibility: Finance and Accounting

## **Amendments**

**Amendments can be made as long as the amendments, plus the original order are less than \$50,000.00**

***Request for Amendment to Purchase Order (Follow procedures established for the County's web-based requisitioning system)***

**Responsibility: User Division**

***Completion of Requisition***

**Responsibility: User Division**

**Completion of Contract Services/Final Payment**

***Approval of Final Payment Application/Invoice***

**Responsibility: User Division and Contract Specialist**

***Processing of Final Payment Application/Invoice***

**Responsibility: Contract Specialist**

***Final Payment***

**Responsibility: Finance and Accounting**

***Evaluations***

**Responsibility: User Division/Contract Specialist**

During the preceding process, all applicable entries for this type of agreement will be entered into Novatus by the assigned Contract Specialist.

# Construction Contracts

## ***Preliminary Design/Programming and Project Cost Estimate***

Responsibility: Project Designer or User Division, as Applicable

## ***Project Design Documents Review***

Responsibility: User Division and Contract Manager/Contract Specialist (for information only)

## ***Preparation of Plans and Specifications***

Responsibility: Project designer or User Division, as applicable

## ***Preparation of Bidding Documents (Compilation of Plans, Specifications and Terms and Conditions)***

Responsibility: Contract Specialist or Outside Project Designer, as Applicable

## ***Advertisement for Bids***

Responsibility: Contract Specialist

## ***Scheduling Pre-Bid Conference***

Responsibility: Contract Specialist with coordination with User Division

## ***Conduct Pre-Bid Conference***

Responsibility: Contract Specialist in coordination with and assistance from the project Consultant/Designer (if so tasked) and the User Division, Contract Manager and others as required

## ***Meeting Minutes***

Responsibility: Prepared and Distributed by the Contract Specialist or Project Consultant/Designer (if so tasked)

## ***Issuance of Addenda (if required)***

Responsibility: Contract Specialist in coordination with and assistance from the project Consultant/Designer and the User Division, as applicable

## ***Receipt and Opening of Bids***

Responsibility: Purchasing Director (Contract Manager, Contract Specialist, Consultant (when applicable) and User Division may attend bid opening and review bids after they are opened)

## ***Bid Evaluation***

Responsibility: Contract Specialist will conduct evaluation and analysis of bids after bid opening. The evaluation and analysis will be given to the User Division for their recommendation for award or other action

## ***Pre-Award***

Purchasing Director, Contract Manager and/or Contract Specialist will meet with the apparent awardee.

## ***Preparation of Requisition***

Responsibility: User Division

***Recommendation for Award***

Responsibility: Purchasing Director with concurrence of User Division

***Issuance of Award***

Responsibility: Purchasing Director

***Prepare Award Letter***

Responsibility: Contract Specialist

***Preparation of Board Agenda Item and Subsequent Approval and Execution by the Board***

Responsibility: Contract Manager/Contract Specialist

***Assignment of Contract Number***

Responsibility: Clerk of Courts (Deputy Clerk)

***Distribution of Contracts***

Responsibility: One (1) Original Copy Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contracts Unit (Contract Specialist)

***Issuance of Purchase Order***

Responsibility: Contract Specialist

***Scheduling of Pre-Construction Conference***

Responsibility: User Division in coordination with Contract Specialist (After Date of Contract Approval)

***Conducting Pre-Construction Conference***

Responsibility: Consultant/Designer with Assistance from User Division, Contract Specialist and Others as Applicable

***Meeting Minutes***

Responsibility: Prepared and Distributed by Project Consultant/Designer as Applicable

***Preparation and Issuance of "Notice to Proceed" to Contractor***

Responsibility: Contract Specialist in coordination with User Division (After execution of contract by Chairman)

***Monitoring and Control of Contractor's Activity During Construction***

Responsibility: Field inspection by User Division's Representative and/or Consultant/Designer (if so tasked). Contractor Evaluations shall be completed by the User Division and provided to the Contract Specialist for distribution, in accordance with the Purchasing Procedures Manual

**Monthly Payment Requests**

***Preparation of Payment Applications/Invoices***

Responsibility: Contractor

***Review and Approval of Payment Applications/Invoices***

Responsibility: User Division and Contract Specialist

***Processing of Approved Payment Applications/Invoices***

Responsibility: User Division /Contract Specialist/Finance and Accounting. After all Approval signatures have been obtained by the User Division the Payment Application/Invoice should be sent to the Contract Specialist. The Contract Specialist will make all further entries into the County's web-based requisitioning system

***Payment of Approved Payment Applications/Invoices***

Responsibility: Finance and Accounting

**Change Orders**

***Initiation of Changes to Original Contract***

Responsibility: User Division, with Assistance from Project Consultant as Applicable

***Preparation of Price Proposal for Change Order***

Responsibility: Contractor

***Review of Change Order proposal for Conformance to Contract Terms and Budgetary Constraints***

Responsibility: User Division and the Contract Specialist

***Approval of Requested Change Order***

Responsibility: Board

***Distribution of Executed Change Order***

Responsibility: One (1) Original Copy of Executed Change Order will be Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contracts Unit (Contract Specialist)

**Completion of Contract/Final Payment**

***Project Substantial Completion***

Responsibility: Certificate of Substantial Completion issued by Consultant and signed by Contractor and User Division

***Final Completion of Project and Final Payment***

Responsibility: Certification of Final Completion will be issued by the Consultant and signed by Contractor and User Division

**Contract and Closing Documents**

***Preparation of Contract Closing Documents***

Responsibility: Assembly of the Closing Documents will be by the User Division and/or Project Consultant as Applicable

***Processing of Final Payment***

Responsibility: Contract Specialist

***Final Payment***

Responsibility: Finance and Accounting

***Closing of Purchase Order***

Responsibility: User Division with approval of Contract Specialist

***Warranty Inspection***

Responsibility: User Division and Consultant

***Evaluations***

Responsibility: User Division/Contract Specialist

**Construction Quotes (COs)**

***Preliminary Design/Programming and Project Cost Estimate***

Responsibility: Project Designer or User Division, as Applicable

***Project Design Documents Review***

Responsibility: User Division and Contract Specialist (for information only)

***Review for Requirement of Public Construction Bond***

Responsibility: Purchasing Director and Contract Manager

***Preparation of Plans and Specifications***

Responsibility: Project Designer or User Division as Applicable

***Preparation of Quoting Documents (Compilation of Plans; Specifications; and Terms and Conditions)***

Responsibility: Contract Specialist

***Solicitation for Quotes from Pre-qualified Contractors***

Responsibility: Contract Specialist

***Scheduling of Pre-quote Conference (If required)***

Responsibility: Contract Specialist

***Conducting Pre-Quote Conference (if required)***

Responsibility: Contract Specialist in Coordination with and Assistance from the User Division and Others as Required

***Meeting Minutes***

Responsibility: Prepared and Distributed by the Contract Specialist

***Issuance of Addenda (if required)***

Responsibility: Contract Specialist in Coordination with and Assistance from the User Division as Applicable

***Receipt and Opening of CQs***

Responsibility: Contract Specialist

**Pre-Award** Purchasing Director, Contract Manager and/or Contract Specialist will meet with the apparent awardee

***Quote Evaluation and Recommendation for Award***

Responsibility: Contract Specialist will conduct evaluation and analysis of quotes after quote opening. The evaluation and analysis will be given to the User Division for their concurrence of recommendation of award or other action

***Preparation of Requisition for Purchase Order***

Responsibility: User Division

***Preparation and Issuance of "Notice of Award"***

Responsibility: Contract Specialist

***Obtain and review bonds and insurance certificates from contractor***

Responsibility: Contract Specialist

***Issuance of Purchase Order***

Responsibility: Contract Specialist

***Scheduling of Pre-Construction Conference (If applicable)***

Responsibility: Contract Specialist in Coordination with User Division (After issuance of Purchase Order)

***Conducting Pre-Construction Conference (If applicable)***

Responsibility: User Division or Contract Specialist

***Meeting Minutes***

Responsibility: Prepared and Distributed by User Division or Contract Specialist

***Preparation and Issuance of "Notice to Proceed" to Contractor***

Responsibility: Contract Specialist

***Monitoring and Control of Contractor's activity during construction***

Responsibility: Field Inspection by User Division's Representative. Contractor Evaluations shall be completed by the User Division and provided to the Contract Specialist for distribution in accordance with the Purchasing Procedures Manual

**Monthly Payment Requests**

***Preparation of Payment Applications/Invoices***

Responsibility: Contractor in concurrence with the User Division's Representative

***Review and Approval of Monthly Invoices***

Responsibility: User Division

***Processing of Approved Monthly Invoices***

Responsibility: Contract Specialist /Finance and Accounting. After all Approval signatures have been obtained by the User Division the Payment Application/Invoice should be sent

to the Contract Specialist. The Contract Specialist will make all further entries into Novatus

***Payment of Approved Monthly Invoices***

Responsibility: Finance and Accounting

**Changes to Original CQ**

***Initiation of Changes to Original Work***

Responsibility: User Division

***Preparation of Proposed Changes***

Responsibility: Contractor

***Review of Proposed Changes for Conformance to Construction Quote Terms and Budgetary Constraints***

Responsibility: User Division and Contract Specialist

***Request for Amendment to Purchase Order (Written Request Submitted by Email to Contract Specialist)***

Responsibility: User Division with assistance from Project Manager

***Issuance of Amended Purchase Order***

Responsibility: Contract Specialist

**Completion of Contract Services/Final Payment**

***Certification of Completion of CQ***

Responsibility: Certification of Final Completion will be completed by the Contractor and forwarded to the User Division. User Division will forward Copy to the Contract Specialist

***Preparation of Contract Closing Documents***

Responsibility: Assembly of the Closing Documents will be by the User Division

***Approval of Final Payment Application/Invoice***

Responsibility: User Division

***Processing of Final Payment Application/Invoice***

Responsibility: Contract Specialist

***Final Payment***

Responsibility: Finance and Accounting

***Closing of Purchase Order***

Responsibility: User Division with approval of Contract Specialist

***Warranty Inspection (If applicable)***

Responsibility: User Division

***Evaluations***

Responsibility: User Division /Contract Specialist

During the preceding process all applicable entries for this type of agreement will be entered into Novatus by the assigned Contract Specialist.

At the time of contract distribution variations in the payment process will be specified.

# Other Services

## ***Request for Service***

Responsibility: User Division

## ***Preparation of RFP or Bid***

Responsibility: Contract Specialist with User Division Input

## ***Solicitation of RFP or Bid***

Responsibility: Contract Specialist

## ***Selection of Vendor***

Responsibility: For RFP's recommendation made by Selection Committee (Coordinated and Chaired by Contract Manager/Contract Specialist) and for bids, award by Purchasing Director

## ***Recommendation to Board (If RFP)***

Responsibility: Agenda Item Prepared by Contract Specialist

## ***Report Award to Board***

Responsibility: Purchasing Director

## ***Negotiation with Vendor (If Applicable)***

Responsibility: Assigned Contract Specialist with User Division Input

## ***Preparation of Contract (to obtain applicable insurance) and Subsequent Approval and Execution by the Board***

Responsibility: Contract Specialist

## ***Assignment of Contract Number***

Responsibility: Clerk of Courts (Deputy Clerk)

## ***Distribution of Contracts***

Responsibility: One (1) Original Copy Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contracts Unit (Contract Specialist)

## ***Preparation of Requisition***

Responsibility: User Division (Follow established procedures for the County's web-based requisitioning system)

## ***Implementation of Agreement***

Responsibility: User Division

***Correspondence:*** Copies of all correspondence to and from the Vendor with reference to changes, additions, deletions or payments shall be provided to the assigned Contract Specialist for inclusion in the contract master file

Responsibility: User Division

All direction to the Vendor with reference to changes, additions, deletions or payments shall be in writing, with copies to the assigned Contract Specialist.

### Monthly Payment Requests

#### *Preparation of Payment Applications/Invoices*

Responsibility: Vendor

#### *Review and Approval of Payment Applications/Invoices*

Responsibility: User Division

#### *Processing of Approved Payment Applications/Invoices*

Responsibility: User Division/Contract Specialist (If Applicable) /Finance and Accounting. After all Approval signatures have been obtained by the User Division, the Payment Application/Invoice should be sent to the Contract Specialist (If Applicable). The Contract Specialist will make all further entries into Novatus (If Applicable)

#### *Payment of Approved Payment Applications/Invoices*

Responsibility: Finance and Accounting

### Amendments

#### *Initiation of Changes to Original Agreement*

Responsibility: User Division

The request for a change shall be submitted by the Vendor to the User Division

#### *Review of Proposed Change*

Responsibility: User Division and Contract Specialist

#### *Preparation of Amendment*

Responsibility: Contract Specialist

#### *Preparation of Board Agenda Item to Request Approval of Amendment (If applicable)*

Responsibility: User Division if price change; if time change Contract Specialist

#### *Approval of Amendment (If applicable)*

Responsibility: Board

#### *Distribution of Executed Amendment/Modification*

Responsibility: One (1) Original Copy Retained by Clerk's Office, All Other Original Copies and/or Machine Copies Forwarded and Distributed by Contracts Unit (Contract Specialist)

#### *Preparation of Requisition*

Responsibility: User Division

### Completion of Contract Services/Final Payment

#### *Certification of Completion of Contract Service (If applicable)*

Responsibility: User Division

***Approval of Final Payment Application/Invoice***

Responsibility: User Division and Contract Specialist (If applicable)

***Processing of Final Payment Application/Invoice***

Responsibility: Contract Specialist (If applicable)

***Final Payment***

Responsibility: Finance and Accounting

***Evaluations***

Responsibility: User Division/Contract Specialist

During the preceding process, all applicable entries for this type of agreement will be entered into Novatus by the assigned Contract Specialist.

At the time of contract distribution, variations in the payment process will be specified.

# **Lease, Rental or Maintenance Agreements (Service Agreements)**

## ***Determination of the Requirement for an Agreement***

Responsibility: User Division

## ***Determination of the Procurement Process (State Contract, Bid, Quote, Cooperative Bid, etc.)***

Responsibility: Contract Specialist with approval of Purchasing Director

## ***Review of Agreement(s)***

Responsibility: Contract Specialist and County Attorney's Office

## ***Preparation of Board Agenda Item for Approval of Agreement and Commitment of Funds***

Responsibility: Contract Specialist

## ***Assignment of Contract Number***

Responsibility: Clerk of Courts (Deputy Clerk)

## ***Distribution of Executed Documents***

Responsibility: Contract Specialist

## ***Requisition for Periodic Lease/Rent Payments or One-Time Payments***

Responsibility: User Division

## ***Preparation of Requisition***

Responsibility: User Division

## ***Monitor Agreement During its Term for Notices, Renewals, and/or Termination***

Responsibility: Contract Specialist