



PURCHASING PROCEDURE MANUAL

PREFACE

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

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

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

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

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

County Administrator

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PURPOSE OF THE MANUAL

1. The purpose of this manual is to:
 - A. To provide general purchasing policies, procedures technical information, instructions and methods for conducting all operations of one department for professional and support personnel in order to obtain the highest possible degree of proficiency and efficiency in all areas of department responsibilities.
 - B. To define and distribute to all personnel reasonable and measurable performance standards to provide a reliable database for internal and external audits of department operations in an efficient, effective, and economical manner.
 - C. To provide general orientation and procedural guidelines for department personnel to support more cost-effective department management and services as desired by Pinellas County.
 - D. To assist department personnel in learning and executing more effectively all Department objectives, duties, and professional responsibilities regarding the purchase of products and services required by Pinellas County.
 - E. To provide a standard outline of the principles, policies, and practices to be used in performing all purchasing procedures as agents of the County.
 - F. To increase public notice of bid opportunities to promote more inclusion in appropriate purchasing activity for all competitive business owners who provide a commercial useful product or service typically purchased by Pinellas County.
2. The manual is designed to:
 - A. Provide employees who work in Purchasing with an understanding of their responsibility, objectives, limitations, and duties within the framework of the County's organization.
 - B. Acquaint all employees with the purpose and functions of Purchasing.
 - C. Convey to employees and through them to vendors, a clear understanding of the County's purchasing policies and methods.
 - D. Outline the practices, principles, and procedures to be followed in the performance of the purchasing function.
 - E. Establish reasonable standards against which the Internal Audit Department and outside auditors can measure the performance of the department's functions.

PURCHASING DIVISION OBJECTIVES

The objectives of the Purchasing Division are:

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

SECTION 1: BOARD OF COUNTY COMMISSIONERS (BOARD) PURCHASING POLICY

1. PURPOSE

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

2. SCOPE

These policies apply to all departments in the County and anyone using centralized Purchasing.

3. POLICY

- A. The Board of Pinellas County, Florida, recognizing the constitutional and statutory duties to faithfully represent the citizens and residents of Pinellas County in a manner most beneficial to said citizens and residents, and being desirous of adopting purchasing policies consistent with the laws of the State of Florida for the efficient and most cost-effective procurement of materials and services, does hereby adopt the policies and procedures put forth in this manual. Only the Board may modify policy related to the procurement of goods and services. The County Administrator may approve procedures written from Board adopted policy. This manual applies to all entities that come under the jurisdiction of the Board and may be adopted on a case-by-case or universal basis by any Constitutional Officer.
- B. It is recognized that the authority to procure equipment, commodities, and services rests with the Board:
 - 1. The method for acquiring equipment, materials, commodities, and services costing more than \$150,000 in a fiscal or calendar year is by sealed competitive bidding except as noted in paragraph 3.
 - 2. The method for acquiring equipment, materials, commodities, and services costing less than \$150,000 in a fiscal or calendar year is by quotation either written or non-written or informal request for proposal.
 - 3. Exceptions to utilization of the sealed bid procedure are as follows and are dealt with, in sections of this manual as indicated.
 - a. Contracts for Designated Professional Services. (See Section 10)
 - b. Service and Purchase Contracts below \$150,000 in a fiscal or calendar year. (See Section 3)
 - c. Emergency Purchases
 - d. Non-competitive and Sole Source Purchases.
 - 4. The only exceptions to the policy of seeking prior Board approval are:
 - a. Emergency Purchases in accordance with Pinellas County Code Section 2-181()
 - b. Used Equipment or Items purchased at auction (Section 1.6).
 - 5. A Purchasing Division, performing under the supervision of the County Administrator has been established. Purchasing has the responsibility for administering the policies and procedures as established in this manual. The Director of Purchasing is hereby empowered by the Board to make awards for purchases up to **\$150,000** in a fiscal or calendar year. The County Administrator is hereby empowered to make awards for purchases exceeding **\$150,000** but not exceeding **\$250,000** in a fiscal or calendar year. For multi-year contracts, the signature authority is based on an average aggregate expenditure for the entire multi-year contract term.

4. AWARD OF BID/PROPOSAL

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

5. REJECTION OF BIDS

- A. For bids not awarded, that are rejected in total due to budget or other constraints, the Director of Purchasing shall have authority to reject all bids.
- B. For Bids awarded by the Board, County Administrator or Director of Purchasing, there may be a recommendation for rejection of any specific bid, or part of a bid, submitted which is not in compliance with the specifications (non-responsive) for the commodities or services or does not best serve the interest of the County (non-responsible).
- C. If the lowest and most responsive bid and responsible bidder exceeds the budgeted amount and additional funds are not available, bids may be rejected, and the Director of Purchasing shall solicit new bids after changes are made in the specifications to bring pricing within the funds available.

6. EMERGENCY PURCHASES

- A. Definition of Emergency: An immediate need for equipment, services, or commodities, the lack of which would cause a disruption of essential operations where the protection or preservation of public properties would not be possible through normal purchase procedures, or where there exists a threat to public health, welfare, or safety.
- B. To meet an emergency condition, which requires immediate purchase of equipment, commodities or services, the Administrator shall be empowered to authorize the Director of Purchasing to secure by open market procedures, equipment, commodities, or services regardless of the amount of the expenditures.
- C. A written explanation of the circumstances of an emergency purchase in an amount in excess of \$250,000 will be confirmed by the Board, which will then be recorded in the minutes of the Board and be open for public inspection. See Emergency Procedures Section 3.6.

7. PURCHASE OF USED EQUIPMENT, COMMODITIES OR ITEMS BEING PURCHASED AT AN AUCTION:

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

The County Administrator has the authority to make purchases of used equipment greater than \$150,000 but less than \$250,000 in a fiscal or calendar year.

The Director of Purchasing has the authority to make purchases of used equipment up to \$150,000 in a fiscal or calendar year.

8. COOPERATIVE AND PIGGYBACK PURCHASING AND OTHER GOVERNMENT CONTRACTS

The Director of Purchasing procures commodities, materials, equipment and services from the State of Florida, Federal Government (GSA), other governmental entity contracts and purchasing cooperatives when deemed to be in the best interest of the County and when economies of scale can be realized. See Section 3 of this manual for further instructions.

9. PURCHASES UNDER THE ABILITIES, RESPECT AND OTHER MANDATED PROGRAMS

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

10. LATE BID/PROPOSAL SUBMITTAL

All bids/proposals will be recorded in the Purchasing Division, 400 South. Ft. Harrison Ave., 6th floor annex, Clearwater, FL, 33756 on or before the time and date indicated on the bid document via the Purchasing e-procurement software. The responsibility for submitting bids/proposals to the Purchasing Division is solely that of the bidder. Late bids will be considered non- responsive and will not be accepted.

SECTION 2: DUTIES AND RESPONSIBILITIES OF THE PURCHASING DIVISION

1. PURPOSE

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

2. SCOPE

These policies apply to all members of the Purchasing Division.

3. RESPONSIBILITIES AND FUNCTIONS

A. The Purchasing Division, under the Director of Purchasing, is responsible for developing and administering purchasing policies, initiating reports necessary to permit analysis of purchasing performance, process competitive documents, consolidating purchases of like or common items, analyzing prices paid for equipment, commodities, and services, and generally defining how to obtain savings and to coordinate purchasing procedures. The Director of Purchasing is charged with the responsibility that all purchases are made legally and ethically. The Director of Purchasing has the authority to make awards up to specified delegated limits.

B. Specific Functions Include:

1. Develop purchasing objectives, policies, programs, and procedures for the acquisition of equipment, materials, commodities and services.
2. Coordinate purchasing procedures with other departments and County officers.
3. Act as County representative on all matters pertaining to purchasing.
4. Initiate reports necessary for analysis of Purchasing Division performance.
5. Assist departments and agencies in preparing specifications for equipment, materials, commodities, and services.
6. Assist departments in administration of contracts and cure process when applicable.
7. Consolidate purchases of like or common items to obtain maximum economic benefits.
8. Promote goodwill between the County and its suppliers.
9. Prepare and submit annual operating budgets for the Purchasing Division.
10. Act as a servicing agency for Constitutional Officers and other non-Board County agencies. Constitutional Officers and non-Board agencies must adhere to Board of County Commissioner Purchasing Policies and Procedures when processing their purchasing needs through the Board Purchasing Division.

4. ADMINISTRATIVE POLICIES

A. ALL REQUESTS FOR BIDS, QUOTES, AND PURCHASES BY BCC DEPARTMENTS MUST BE MADE BY THE PURCHASING DIVISION EXCEPT AS LISTED BELOW.

1. The negotiation for lease or acquisition of real property.
2. Small purchases valued up to \$5,000 that are paid via County pcard.
3. The acquisition of Utility Systems (i.e. municipal systems).

B. Vendors should be afforded equal opportunity to submit bids and/or quotations and are to compete on equal terms, ensuring sufficient competition for County purchases.

- C. It is the intent of the County to buy only from suppliers who have adequate financial strength, high ethical standards, and a record of adhering to specifications, maintaining shipping promises and giving a full measure of service.
- D. The County strives to maintain strong and enduring relationships with vendors of proven ability and those who desire to meet its needs. To accomplish this, purchasing activities will be conducted so that vendors will place a high value on County business and make every effort to meet these requirements on the basis of quality, service and price.
- E. Conduct and business relations with sales representatives will be as follows:
 - 1. Departments may contact vendors to obtain product or service information and budgetary prices only. Departments, however, are not authorized to obtain competitive quotes or bids from vendors unless specifically specified by procedure in this manual (example: small purchases).
 - 2. Departments interviewing sales representatives regarding details of their products should record specific information relating to such visits.
 - 3. During interviews with sales representatives no one may commit themselves or obligate the County for any product or service (financially or otherwise) or provide information regarding performance or price which might in any way give one vendor an advantage over another vendor. Such action could compromise the intent or integrity of a competitive process, the County or its representatives.
 - 4. Provide all sales representatives a full, fair, prompt, and courteous hearing.
 - 5. Keep competition open and fair.
 - 6. Keep specifications clear, open, and competitive.
 - 7. Cooperate with the vendor and consider any difficulties expressed.
 - 8. Keep free from obligation to any vendor.
- F. Cooperation and understanding between departments are essential to the effective operation of the purchasing process. Close liaison must be established between departments and the Purchasing Division to maintain an efficient and effective purchasing process.
- G. The preparation of specifications for technical equipment, plans or designs is normally the responsibility of requesting departments. However, the Purchasing Division will provide assistance, when requested. The Purchasing Division has full authority to question the quality, quantity, competitive nature, and type of items requisitioned in order that the best interests of the County be served. No specification will be changed or modified by the Purchasing Division without coordination with the requesting department.

THRESHOLD LEVELS

AUTHORITY	EXPENDITURE LIMITS	ACTION
Originating Department	\$1 - \$5,000	Purchasing Card
Purchasing Director	Director of Purchasing has authority to solicit contracts for goods and services in any amount	Formal competitive sealed bids/proposals, per code section 2-188(a)
Purchasing Director	\$5,000 to \$25,000	Small purchase threshold: purchase order issued with single quote attached to requisition request.
Originating Department	No Change	Contract release for contracted commodities/services against master purchase order previously approved
Purchasing Division	Exceeding \$25,000 - \$100,000 (in a fiscal or calendar year)	Small purchases, quick quotes
Purchasing Director	Up to \$150,000 (in a fiscal or calendar year)	Competitive written quotes - Purchasing Director
Purchasing Director	Contracts for MRO items/services not to exceed \$150,000 increase of original BCC award cumulatively over the term of the contract	The Purchasing Director has authority to approve MRO increases up to \$150,000.00 per Code Section 2-184(b)
County Administrator	Exceeding \$150,000 and capped @ \$250,000 (in a fiscal or calendar year)	Formal competitive bids/proposals - County Administrator approves
County Administrator	Contracts for MRO items/services may be increased up to 50% of original BCC award cumulatively. Increases over 50% require BCC approval or re-solicitation	May be approved by County Administrator per Code Section 2-184(b)/Purchasing Director can approve up to \$150k for MRO
Pinellas County BCC Awarded Contracts	Exceeding \$250K (in a fiscal or calendar year)	Formal competitive sealed bids/proposals
Pinellas County BCC Awarded Contracts	Changes: approval by the County Administrator capped at 10% of the BCC award amount or \$250,000, whichever is less, per County Code Section 2-62(a)(2)(iv)	Amendments/change orders to contracts may be approved by the County Administrator, per County Code Section 2-62(a)(2)

SECTION 3: METHODS OF SOURCE SELECTION

1. PURPOSE

To provide policies and procedures for the selection of sources of procurement.

2. SCOPE

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

- A. Small Purchases (Quotations)
- B. Competitive Sealed Bids (ITB)
- C. Competitive Sealed Request for Proposal (RFP, RFN, RFQ)
- D. Piggyback or Cooperative Purchasing
- E. Emergency Purchases
- F. Sole Source/Non-Competitive Purchases
- G. Purchasing Card

3. SMALL PURCHASES AND QUOTATIONS

- A. Category One: Purchase in the amount of \$5,000.00 to \$25,000.00 (per Pinellas County Code Section 2-179). Comparative pricing should be utilized for best value against budgeted funds. Once comparative pricing is complete, a single quote is required via issuance of a purchase order. To enhance opportunities for small businesses, please check the small business database through Economic Development when quoting small purchases.

All costs pertaining to the purchase, including delivery, service charges, etc., shall be included when the requisition for the purchase is submitted. Category A quotes will not be accepted with vendor terms and conditions; County purchase order terms and conditions serve as the contract.

- B. Category Two: Quick Quote - A purchase in the amount of \$25,000.00 to \$100,000.00. Use of the informal quote method may be utilized under the following conditions:
 - 1. Two quotes and local preference is required – one must be an SBE if certified SBE can provide the requested goods and/or services; and
 - 2. One-time purchase or product or service needed on an intermittent basis; and
 - 3. No additional terms & conditions required; and
 - 4. No contract required; purchase order terms and conditions serve as the contract; and
 - 5. Quick Quotes are not to be initiated for the following types of purchases:
 - i. Estimated cost is greater than \$100,000.00; or
 - ii. Product or service needed is for a routine & recurring basis; or
 - iii. Multi-year term is required; or
 - iv. Additional terms and conditions required; or
 - v. Contract is required
 - vi. Department has the option to utilize the quick quote process; Purchasing will utilize the formal quote process directly below if the quick quote process is not used.

C. For any purchases in an amount greater than \$100,000.00 up to \$150,000.00 please see Code Section 2-188(b), as use of the formal quote method or a formal solicitation, as determined by the Purchasing Director, is required. Request for formal quote must be entered into the e-procurement software.

4. COMPETITIVE SEALED BIDS

Policy

1. All competitive purchases or contracts except, as provided below, when the sum is in excess of one hundred fifty thousand dollars (\$150,000) and above in a fiscal or calendar year shall be by Invitation to Bid.
2. The Director of Purchasing shall maintain a posting via the e-procurement system, accessible to the public where all advertisements for bids and/or bid tabulations may be posted.

Procedures

1. On the time and date specified, Invitations to Bid will be opened electronically. Bids will not be accepted after the time set for the bid opening. Tabulations will be available for review by anyone interested, at an appropriate time as determined by the Director of Purchasing and/or Florida Statute.
2. The Director of Purchasing and department director(s) or their designees, will review the bids and recommend to the appropriate authority, the vendor(s) to receive the award on the basis of being the lowest responsive and responsible bidder meeting specifications.
3. After a bid has been opened, a bidder is not permitted to withdraw or alter their bid, or deposit.
4. TIE-BIDS: In the event two (2) or more vendors have submitted the lowest responsive, responsible bids, price and other elements considered, the bids shall be awarded by drawing lots in public.
5. For non-written agreement purchases requiring Board approval, the date the Board formally approves the bid or proposal is the effective date unless otherwise indicated by the Board. In the case of an option of term extension, the effective date of the extension will be the date following the expiration of the previous term.
6. For full written agreements, the date entered as the effective date is the prevailing start date, or If no effective date is indicated, the date of last signature, or upon issuance of Notice to Proceed.
7. After approval of the award by the Board, the County Administrator or Director of Purchasing or designee will notify the successful bidder. The normal means of notification is via posting on the e-procurement site, email, or issuance of a purchase order; the Director of Purchasing or Purchasing designee will notify the successful bidder of the award by the most expedient and practical means available.

5. COMPETITIVE SEALED REQUEST FOR PROPOSALS (RFP), REQUESTS FOR QUALIFICATIONS (RFQ), REQUESTS FOR NEGOTIATIONS (RFN) ("Proposals")

Policy

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

Procedures

1. The Director of Purchasing assigns the competitive procurement process to Purchasing staff to review for clarity and completeness.
2. Purchasing staff schedules key events and dates for the request for proposal review and issuance, public notice, the pre-proposal conference, the proposal opening, evaluation, Board approval, and the preparation of the purchase order and/or contract (see Section 4).

3. Staff reviews the requirements and prepares the request for proposal package, collaborates contract review, and bidder list based on commodity code(s) with additional input from department if the desire is to include specific vendors for notification.
4. Staff posts the solicitation through the e-procurement site. Automatic notification to potential bidders occurs based on those vendors registered to the chosen commodity code(s) and vendors requested to be notified.
5. A pre-proposal conference with vendors may be beneficial, depending on the complexity of the scope of work to be performed. When pre-proposal conferences are held, staff should prepare a summary of the meeting. If material changes are made to the competitive proposal document, staff must prepare an addendum and issue it to all vendors who have received notification through the e-procurement software.
6. Competitive proposals are opened electronically, in the presence of two or more witnesses, at the time, date, and place designated in the request for proposal.
7. Purchasing staff facilitates the evaluation and ranking of competitive proposals in coordination with selected evaluators that comprise the evaluation committee, providing a final ranking of firms. Presentations from short-listed firms may additionally be required following evaluation of written proposals.
8. Staff, and/or requesting department conducts discussions with the top ranked firm(s) to finalize scope, pricing and other deliverable to arrive at a final contract for approval that will be most advantageous to the County. When discussions/negotiations are held, Purchasing staff may schedule a date and time for the vendor(s) to submit best and final offers.
9. When the evaluation of the best and final offer(s) is completed, staff, in cooperation with the originating department, prepares a written recommendation for award.
10. The recommendation for award is reviewed by the Director of Purchasing and submitted for approval and award concurrently from the appropriate authority.
11. Upon approval of the agreement by the appropriate signature authority, the Purchasing staff posts the executed contract documents and requests any required insurance certificates, bonds or other contractual documents from the vendor.
12. Upon receipt of these documents, the purchase order is issued.

6. **USE OF COOPERATIVE AND PIGGYBACK PURCHASING AND OTHER GOVERNMENTAL AGENCY CONTRACTS. (per Pinellas County Code Section 2-164) –**

A. Cooperative and Piggyback:

1. *The Cooperative purchasing authorized.* The purchasing division may either participate in, sponsor, conduct or administer a cooperative purchasing contract for the procurement of any goods, services or construction with one or more public procurement units. Such cooperative purchasing may include, but is not limited to, joint or multiparty contracts between public procurement units and open-ended state or federal public procurement unit contracts which are made available to local public procurement units.
2. *Piggybacking purchasing authorized.* The purchasing division may piggyback an existing contract to acquire the same commodities or services at the same or lower price from another public entity contract. Such piggybacking purchasing may include state or federal public procurement contracts which are made available to public entities. Economies of scale must be followed, where there exists a price advantage, meaning, the piggyback purchase must match the needs, specifications, and scope of the County, so that the County may take advantage of the pricing, due to a larger entity procuring a greater volume of goods and/or services than if the County were to procure on its own (i.e. the volume or quantity of a large purchase and the savings realized by the entity because of the size of that purchase). The Director will make the final determination as to whether the existing

contract from the public entity meets the criteria for use by the County as an authorized piggyback purchase.

3. Approval authority for contracts of \$250,000.00 or less. Approval of contracts for cooperative or piggyback purchasing and acquisition or use of goods under this section which are \$150,000.00 or less in a fiscal or calendar year shall be granted to the director, and which are more than \$150,000.00 and do not exceed \$250,000.00 in a fiscal or calendar year shall be granted to the county administrator or his/her designee.

B. State of Florida contracts and required purchases.

1. State of Florida bid or negotiated contracts. The county administrator is authorized to approve piggyback contracts for purchases of goods and/or services in any amount within the budget of the using department under a State of Florida contract that was competitively solicited and awarded. The director is authorized to award contracts for the purchase of goods and/or services for \$150,000.00 or less under a State of Florida piggyback.
2. Purchases of goods required to be made from qualified nonprofit agencies for the blind or severely disabled. Purchases of goods required to be made from qualified nonprofit agencies for the blind or severely disabled pursuant to state law may be authorized by the county administrator in any amount within the budget of the using department.
3. Reports to the board. For purchases in excess of \$250,000.00 made pursuant to this section, the county administrator shall place a receipt and file a report to the board at the end of each fiscal quarter.

7. EMERGENCY PURCHASES

- A. *Generally.* Notwithstanding any other provisions of this division, emergency purchases of goods and/or services may be made in the event of a disruption of essential operations, or when there exists a threat to public health, welfare or safety, or when the protection or preservation of public property would not be possible through normal purchasing procedures; provided that such emergency purchases shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular vendor shall be forwarded to the purchasing division for the contract file.
- B. *Award.*
- (1) Emergency purchases in excess of \$150,000.00 shall be authorized by the county administrator, as applicable. The county administrator shall place a receipt and file a report as to those emergency purchases in excess of \$150,000.00 and which do not exceed \$250,000.00 to the board at the end of each fiscal quarter, and in addition, a written explanation of the circumstances of an emergency purchase in excess of \$250,000.00 shall be filed by the county administrator and entered in the minutes of the board.
 - (2) Emergency purchases of a value less than or equal to \$150,000.00 shall be authorized by the director, as applicable.
- C. The Pinellas County Comprehensive Emergency Management Plan provides a process for deviation from established procedures which allow Pinellas County to declare a state of local emergency and to waive the procedures and formalities required of political subdivisions by law pertaining to:
1. Performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community.
 2. Entering into contracts.
 3. Incurring obligations.
 4. Employment of temporary and permanent workers.

5. Utilization of volunteer workers.
6. Equipment rental
7. Acquisition and distribution, with or without compensation, of commodities, materials and facilities.
8. Appropriation and expenditure of public funds.

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

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

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

Where feasible, emergency purchases greater than \$150,000 should be approved by the County Administrator or designee prior to actual procurement of commodities, materials, equipment or services.

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

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

8. NON-COMPETITIVE PURCHASES

Non-competitive selection of vendors and non-competitive purchasing may be used as a procurement method for purchases of products or services when available from only one source (sole source), or when it is determined by the Director of Purchasing that there is only one practicable and reasonable source wherein competitive bidding is not feasible or not advantageous to the County (single source). Non-competitive purchases (not sole source) are typically vetted through the Non-Competitive Committee to ensure validity. Sole source purchases (all except software) are typically advertised on the Purchasing Division's e-procurement site to validate the lack of competition in accordance with 287.057(3)(a)(c), F.S.

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

- a. The needed product or service is available from only one known source, and such determination has been made by the Director of Purchasing.

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

9. MULTI-STEP SEALED BIDDING

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

- A. Available specifications or purchase descriptions are not definite or complete.
- B. Definite criteria exist for evaluating technical proposals.
- C. More than one technically qualified source is available.
- D. Sufficient time will be available for using the two-step method.
- E. A firm, fixed-price contract with economic adjustments will be used.
- F. Assurance the firm is qualified prior to the opening of price submittals.

10. BLANKET PURCHASE AGREEMENTS / CONTRACT PURCHASE AGREEMENTS

Policy

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

Blanket/Contract Purchase Orders are usually a result of a term contract, which is competitively secured in accordance with the conditions set forth within the Pinellas County Purchasing Code and/or State of Florida Statutes. It may be authorized by the Purchasing Director, County Administrator, or BCC in accordance with the implemented Purchase Order Policy located here: [Purchase Order Policy](#).

Procedures

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

- A. This process is initiated by the Purchasing Division ONLY.
- B. All other adjustments or changes must be done in accordance with the standard Change Order procedure.
- C. Estimated total cost adjustments “require” appropriate administrative approval.
- D. Usage and total cost are estimated amounts based on past purchases and anticipated needs.
- E. Annual adjustments to Blanket Purchase/Contract Purchase Agreements cannot exceed the amount of the contract originally awarded.

11. ALTERNATES

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

12. SUBSTITUTION

Each Bidder/Offeror represents that the bid is based upon requirements described in the solicitation documents and that such commodities, equipment, materials and services fully meet the requirements of the solicitation documents.

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

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

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

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

13. INDEMNIFICATION STATEMENT

It is County standard practice to require vendors and contractors to indemnify the County. The County Administrator or designee will only make deviations from this policy at the sole option of the County, when it is determined to be in the best interest of Pinellas County and in accordance with Resolution 06-70.

14. INSURANCE REQUIREMENTS/RECOMMENDATIONS

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

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

15. PUBLIC NOTICE

- A. Public Notice is defined as the required notification or advertisement of an Invitation to Bid, Request for Proposal, or other competitive solicitation, to be given to prospective vendors for a reasonable period of time as determined by the Director of Purchasing, which shall, for all purchases at a minimum include:
1. Published through the e-Procurement site to prospective vendors based on commodity code, and
 2. Purchasing will additionally notify any prospective vendors supplied by the originating department when vendor(s) is not registered in the e-Procurement software.

The solicitation of capital construction projects valued in excess of \$200,000, shall be publicly advertised in a newspaper of general circulation in the County as required by Florida Statutes 255.0525(2).

- B. Real Estate Public Notices - The property shall be advertised for sale as indicated below:

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

16. REQUEST FOR PURCHASE (REQUISITIONS)

Policy

Departments are required to requisition for issuance of a purchase order in accordance with the Expenditure Authorization and Encumbrance Policy located here: [Expenditure Authorization and Encumbrance Policy](#).

17. REQUEST FOR CONFIRMING OR ADVANCED PURCHASES

Policy

Confirming or advanced purchases are to be initiated in limited circumstances. Typically, such purchases are initiated when time is of the essence and the potential for jeopardy to vital operations exists, or in the case of County approved travel, the purchase is in accordance with the Travel Policy located here: [Travel Policy](#).

Procedures

- A. The originating department will notify purchasing for an advance purchase order and furnish a complete description of the items or services needed. The Purchasing Division will determine the appropriateness of the request.
- B. Under no circumstances are items to be picked up by a department before contacting Purchasing for the issuance of a purchase order number. The originating Department Director shall be responsible for unauthorized purchases.
- C. The contractor is responsible for obtaining any permits necessary to complete the work covered by an order at its own expense prior to starting any work under the order.

18. AVAILABILITY OF FUNDS

Policy

Sufficient funds must be available before departments request the purchase of goods or services. Departments must check availability of funds prior to submission of a requisition. If funds are not available, it will be the responsibility of the department director or designee to rectify the situation.

19. RECEIPT OF COMMODITIES AND SERVICES

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

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

20. PURCHASE ORDER FOLLOW UP: Monitoring and Expediting

Policy

- A. Departments initiating requisitions should keep track of all outstanding requisitions and cancel requisitions when no longer needed.
- B. The function of the Purchasing Division is to supply equipment, commodities, materials or services to fulfill requirements. This function is not complete until satisfactory delivery of such items has been made. Follow up of outstanding purchase orders can be made if requested by the originating department as follows:

Procedures

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

to determine the appropriate action. However, the originating department must inform Purchasing of such poor performance, documented in writing or via the use of an evaluation form/process.

21. CANCELLATION OF PURCHASE ORDERS

Policy

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

- A. When a department determines that an order is to be canceled the Purchasing Division must be notified, and the purchase order canceled in the County financial system with the vendor notified of the cancellation. The Procurement Analyst/ Buyer who placed the order should be the person contacted.
- B. The Procurement Analyst / Buyer may cancel the order verbally, but the action must then be confirmed in writing to the vendor utilizing a change order.

22. PROCESSING PURCHASE ORDER CHANGES

Policy

- A. The purchase order change is approved by the Purchasing Division to alter, adjust, revise, terminate or cancel a purchase order under an approved contract.

SECTION 4: SPECIFICATIONS, BID INVITATION AND AWARDS

1. PURPOSE

To establish guidelines for the development and use of specifications.

2. SCOPE

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

3. TYPES OF SPECIFICATIONS

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

- Performance
- Design
- Combination of Performance and Design

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

4. RESPONSIBILITY FOR SPECIFICATIONS

- A. The originating department will prepare technical specifications for equipment, materials, commodities or services in coordination with the Purchasing Division.
- B. The Director of Purchasing may make modifications or alterations to specifications to accommodate competitive bidding and advise the originated department through the use of the e-Procurement system where all changes are tracked.
- C. Should the Director of Purchasing and requesting department fail to resolve the differences; the specifications will be referred to the County Administrator or designee for resolution.

5. POLICIES

A. General

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

B. Design/Performance Specification

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

C. Reference-Bidders Qualification and Experience

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

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

D. Familiarity with Laws

The bidder is expected to be familiar and in compliance with all Federal, State and local laws, ordinances, codes, rules, and regulations that in any manner affect work. Special attention is called to, but limited to, the Americans with Disabilities Act (ADA) and local environmental ordinances. Ignorance on the part of the bidder in no way relieves the bidder from the responsibility of compliance with all said laws, ordinances, rules and regulations.

E. Commercially Available Products

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

F. Permits

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

6. DEVELOPMENT OF SPECIFICATIONS

A. The purchase description or specification should include the essential physical and functional characteristics necessary to express the minimum requirements of the County, such as:

1. Common nomenclature
2. Type of material, (i.e., type, grade, class, alternatives, etc.)
3. Electrical data, if necessary
4. Dimensions
5. Size or capacity
6. Principles of operation
7. Environmental conditions
8. Intended use, including location, operating conditions, and acceptable product levels within the range of products available in the commercial marketplace
9. Equipment with which the item is to be used
10. Other pertinent information that further describes the commodity or service required
11. Method of packaging
12. Method of testing to ensure products/services meet specification

B. The following are guidelines for the preparation of a specification:

1. State exactly what is desired in clear and concise terms.
2. Provide the means or basis for monitoring deliveries for conformance with the specifications.
3. Avoid non-essential quality restrictions that add to cost and difficulty in procurement without adding to utility and value.
4. Avoid definitions that unnecessarily restrict competition.
5. Conform to established commercial and industrial standards.

C. Alternate Specifications

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

D. Contractual Terms - Not to be Included

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

E. Brand Name or Equal

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

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

F. Designation of Several Brands

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

G. Qualified Products List (QPL)

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

H. Detail of Specifications

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

I. Revision of Specifications Due to Budget Constraints

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

7. PRE-BID/PROPOSAL CONFERENCE

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

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

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

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

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

Procedures

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

8. SITE VISITS/INSPECTIONS RELATIVE TO SPECIFICATIONS

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

Bidders are required to contact the appropriate department representative and schedule a site visit for each location listed; this information is provided in the bid document. The assigned department representative(s) may be authorized to conduct the site visit and maintain a vendor listing that must be submitted to Purchasing at the conclusion of the site visit.

The site visit may be conducted by the originating department and may be included in the pre-bid/proposal conference. The site visit allows the potential vendor to become familiar with a particular location in which the work is to be performed and is not meant for a review of the specification or bid documents with a potential vendor.

9. ISSUANCE OF ADDENDA

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

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

Procedures

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

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

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

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

SECTION 5: ETHICAL PROCUREMENT STANDARDS

1. COUNTY PURCHASING ETHICS

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

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

- C. A County official or County employee may not directly or indirectly procure contractual services for the County from a business entity of which a relative is an officer, partner, director, or proprietor, or in which he/she, his/her spouse, or child has a material interest.
- D. No employee acting as a purchasing official, purchasing manager or buyer may, directly or indirectly, purchase, rent, or lease any supply or service from a business entity in which he/she, his/her spouse, or child is an officer, partner, director, or proprietor, or in which he/she, his/her spouse, or child (or any combination of them) owns a material interest. Nor may a public officer or employee, acting in a private capacity, rent, lease, or sell any commodity or service to the County.
- E. All personnel who have procurement responsibility for the County shall follow the ethical principles established by the National Institute of Governmental Purchasing (NIGP) Code of Ethics.
- F. **Lobbying:** Lobbying shall be prohibited on all County competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the Purchasing Division or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, County government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the Board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

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

Any evaluation committee member, County government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the Director.

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

NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING, INC.

CODE OF ETHICS

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

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

SECTION 6: VENDOR RELATIONS

1. POLICY

- A. Formal bid invitation (which is defined as Invitation to Bid, Request for Proposal, Request for Quotation, Request for Negotiation) is the means for publicly notifying prospective vendors of the need for materials, commodities, and equipment and/or services that the County intends to purchase.
- B. Formal bid invitations will normally be conveyed to interested vendors by electronic notification, advertising in a local newspaper of general circulation, internet and any other means available at the discretion of the Director of Purchasing.
- C. In no circumstance will the formal bid documents be made available to prospective bidders prior to the publication of the legal notice, unless otherwise required by Florida law.
- D. **Active Vendor File:** The Purchasing Division will maintain a list of prospective bidders through the County's e-Procurement system who desire to receive bid invitations.
- E. **Qualifications of Bidders:** Will be established by the Director of Purchasing. Bidder qualifications will be based on the following:
 - 1. Bidder reputation and/or performance
 - 2. Type of commodity sold and/or services provided
 - 3. Experience
 - 4. Conviction of a Public Entity Crime as described in Florida Statute 287.133
 - 5. Other factors related to bidder ability to perform
- F. **Due Diligence:** The Director of Purchasing shall be responsible for conducting due diligence of firms with an estimated contract value exceeding \$150,000 when the County has not awarded a contract to the recommended firm within the past thirty-six (36) month period. Due diligence may be performed prior to or after Board/Administrator or Purchasing Director consideration of award or firm ranking.

2. COMMUNICATION WITH VENDORS

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

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

To protect the integrity of the solicitation and award process, prohibited communication (cone of silence) with vendors will apply:

Communication restrictions extend from the time a solicitation is issued through recommendation of award. All contact regarding the solicitation will be directed to Pinellas County Purchasing, unless Purchasing authorizes communication through another designated representative. Communication outside of the process specified above is prohibited. During the communication restriction period,

bidders/proposer may only contact/communicate with Purchasing representatives unless authorized to communicate with another designated representative for issues relating to an active solicitation.

3. EVALUATION OF DEVIATIONS AND METHOD OF AWARD

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

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

- B. Deviations in bids may be either material or immaterial and minor in nature.
- C. Material deviations shall not be waived. Material deviations are those that affect the substance of the bid usually pertaining to price, quality, or delivery of the materials or services offered and are prejudicial to the rights of other bidders. Illustrative examples include:
1. Failure to meet minimum specification (e.g., the required horsepower in a truck.).
 2. Failure to provide the requested item (e.g., the type of pump needed in a water plant).
 3. Failure to provide a designated or firm price as requested.
 4. Failure to use forms as designated in the bid document.
 5. Failure to provide necessary bonding.
- D. Immaterial or minor deviations are those that will not alter award of the bid. These may be clarified with the bidder or bidders. Illustrative examples included but not limited to the following:
1. Failure to submit requested brochures, catalogs or samples with the bid.
 2. Failure to extend unit prices or where there is an error in extension of price.
 3. Failure to sign bid document.
- E. An award will be made to the lowest responsive and responsible bidder whose bid meets the intent and criteria set forth in the bid documents.

4. PROTEST PROCEDURE - As per Section 2-162 of County Code

Sec. 2-162. Protest procedure.

- A. Right to Protest. A Vendor who is aggrieved by the contents of the bid or proposal package, or a Vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the Director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed.
- B. Posting. The Purchasing Division shall post the recommended award on or through the e-Procurement system.
- C. Requirements to Protest.

- a. If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full Business Day after issuance of the bid or proposal package.
 - b. If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full Business Day after posting of the award recommendation.
 - c. The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
 - d. A formal written protest is considered filed with the County when the Purchasing Division receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the Purchasing Division. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder or proposer.
- D. Sole Remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award.
- E. Lobbying. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the Purchasing Division's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.
- F. Time Limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal.
- G. Authority to Resolve. The Director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full Business Day after the filing thereof.
- H. Review of Director's Decision.
- 1. The protesting party may request a review of the Director's decision to the county administrator by delivering written request for review of the decision to the Director by 5:00 p.m. EST on the fifth full Business Day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the Director.
 - 2. The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full Business Day after receipt of the request for review. The decision shall be final and conclusive as to the County unless a party commences action in a court of competent jurisdiction.
- I. Stay of Procurement During Protests. There shall be no stay of procurement during protests.

SECTION 7: DEBARMENT OF BIDDERS

1. BIDDER SUSPENSION AND DEBARMENT

In accordance with Section 2-161 of the County Code, all department complaints against vendor performance shall be directed to the Purchasing Division, which will investigate and take appropriate action to correct the problem(s) in accordance with the proper documentation provided by the originating department.

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

1. Suspension. A vendor shall be suspended for a period of two years or until the conditions described herein have been rectified or resolved, whichever occurs first, as determined by the purchasing director based upon the following:
 - a. The county has formally declared the vendor in breach of a contract that has resulted in the termination of the contract by the county for failure to comply with the conditions, specifications or terms of a contract with the county; or
 - b. The county has formally disqualified or declared a vendor's bid, quotation, or proposal nonresponsive, based on the vendor's fraud or misrepresentation; or
 - c. The vendor is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; or is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, fraud, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county government contractor; or
 - d. The vendor becomes insolvent, has proceedings in bankruptcy instituted against it, or has a receiver or trustee appointed over its property; or
 - e. The vendor has three or more violations of the code as defined in the Purchasing Code in any two-year period arising from or related to vendor's business activities, as determined in a court or administrative proceeding, including by plea; or
 - f. The vendor and the county are engaged in adversarial proceedings (i.e., court proceedings, arbitration, or administrative proceeding) arising from or related to the vendor's performance of a contract with the county; or
 - g. The vendor is suspended by another government entity.
2. Debarment. A vendor shall be permanently debarred by the purchasing director based on the following:
 - a. The county obtains a judgment in an adversarial proceeding between the county and the vendor (i.e., court proceeding, arbitration, or administrative proceeding) arising from the vendor's performance of a contract with the county which remains unsatisfied for a period of 30 days from the expiration of any appeal period or final resolution of any appeal; or

- b. Vendor conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor's business activities stated in subsection (b)(1)c above; [or]
 - c. Vendor is debarred by another government entity.
- 3. Public entity crime. Notwithstanding any other provision herein, any vendor who has been convicted of a public entity crime as defined by F.S. § 287.133 shall not be able to transact business with the county to the extent as specified in the statute.
- 4. Decision. The purchasing director shall issue a written notification to suspend or debar based on documentation of the existence of one or more of the conditions described herein. The suspension or debarment shall take effect as of the date of the notification. The notification shall state the basis for the action taken and the period of the suspension, or that the vendor has been debarred. Prior to issuance of written notification, the purchasing director may schedule an informational meeting with the vendor to review the documentation supporting the suspension or debarment. The only issue that shall be considered at the informational meeting is whether the condition giving rise to the suspension or debarment has occurred or taken place.
- 5. Effects of suspension and debarment.
 - a. Suspended or debarred vendors are excluded from receiving any new contracts, awards or otherwise providing new goods or additional services during the period of suspension or during debarment; from having any bids, proposals, quotations or qualifications considered by the county or responding to other solicitations of the county; and from conducting business with the county as a subcontractor, representative, or joint venturer of other vendors. For the purposes of this subsection (b)(5)a, "new goods or additional services" does not include goods or services provided by the vendor pursuant to a contract, purchase order or work assignment in effect as of the date of suspension.
 - b. Any business entity controlled by or affiliated with any vendor ineligible for new business pursuant to subsection (b)(5)a may also be prohibited from contracting with the county if the relationship or affiliation is such that the person or business entity by reason of the relationship with the ineligible person or entity could directly benefit from the contract. Such factors as ownership interest, one or more members of the board of officials in common, control of one entity by the other, interlocking or shared management or principals, and limited management and ownership among family members shall be considered in determining ineligibility under this section of this article.
- 6. Reinstatement. After suspension or debarment, a vendor is not eligible to contract or be awarded work with Pinellas County until reinstated by the purchasing director. The vendor must supply information and reasonable documentation indicating that the conditions causing the suspension or debarment have been rectified or resolved. If the charges referenced in subsection (b)(1)c are dismissed or the vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the county. If the conviction or judgment referenced in subsection (b)(2)b is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the vendor to the county. As a condition of reinstatement, and with approval of the county administrator, the purchasing director may limit the nature and scope of contractual undertakings that must be satisfactorily completed before seeking additional contracts from the county. Nothing herein prevents the county from granting reinstatement prior to the end of the suspension period or debarment where, in the purchasing director's judgment, the county's interests have been addressed and the vendor to be reinstated is not likely to engage in similar conduct again.

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

SECTION 8: BONDS AND DEPOSITS

1. TYPES OF SECURITY AND DEPOSITS

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

2. BONDING REQUIREMENT

- A. Bid bonds may be required for any Request(s) for bid/proposal. They shall however be required for:
 1. Capital Construction projects which are expected to exceed \$100,000. The Director of Purchasing may require bid security for projects estimated to be less than \$100,000 should the circumstances warrant a security deposit;
 2. Any competitive bid/proposal process as requested by the Purchasing Director.
- B. Each construction bid shall be accompanied by a bid bond in the sum of five percent (5%) of the total base bid, including all additive alternatives, but excluding all deductive alternates, (or a stated amount as otherwise noted on the Proposal), or a bid bond prepared and submitted on a copy of the form included with the Contract Documents. THE COUNTY WILL NOT ACCEPT CASH.
- C. The bid bond shall be in the amount of five percent (5%) of the base bid unless otherwise approved by the Director of Purchasing.

- D. The Surety Company shall be a duly authorized Surety satisfactory to Pinellas County. A bid bond must be signed or countersigned by a Florida Resident Insurance Agent.
- E. In the event of the withdrawal of a bid within or failure of a vendor to enter into a contract and provide the performance bond within the required time frame, the bidder may be liable to Pinellas County for the full amount of the bid bond for damages.
- F. Bid bonds will be returned to all bidders, except the successful bidder(s) following the bid award. However, during the evaluation and analysis of the bid responses, the County reserves the right to retain the three lowest bid responses bid bond until award of that particular contract.

3. BID BOND/PERFORMANCE WAIVER

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

4. ACCEPTABLE SURETY COMPANIES

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

Surety Companies shall fulfill each of the following provisions:

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

5. PROCESSING BONDS AND DEPOSITS

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

- F. It is the responsibility of the Director of Purchasing or authorized designee to approve the return of deposits to unsuccessful bidders in a timely manner after an award of purchase.

SECTION 9: CONTRACTS

1. PURPOSE

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

2. SCOPE

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

3. OBJECTIVES

The objectives of this program are:

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

4. CONTRACTING POLICY

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

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

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

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

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

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

5. CONTRACT REVIEW POLICY FOR PURCHASING ITEMS

CONTRACT REVIEW PROCESS

A. Definitions.

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

1. **“Contract”** means any writing signed or consented to by a person that has legal authority to bind the County and a third party(s), that creates enforceable rights, privileges, or obligations on behalf of Pinellas County Government, or any department, board, commission, or district of the County, including, but not limited to, intergovernmental, monetary, lease, license, acquisition of land, goods or services, sale of land or equipment, claim settlement, interlocal, memoranda of understanding, or grant contracts; as well as amendments and renewals thereof.
 2. **“Master Contract Review”** is the process of approval via initial Contract review of the standard terms and conditions found in Contracts and “boilerplate” provisions in Contracts used repetitively by the County. Upon approval of Master Contract Review, further Contract reviews are not required unless material changes are made to the Contract.
 3. **“Non-Purchasing Contracts”** means all other Contracts that do not originate in the Purchasing Division. Due diligence requirements for Non-Purchasing Contracts are established by the county administrator or official with Contract approval authority.
 4. **“Purchasing Contracts”** means Contracts for the acquisition of goods or services that originate in the Purchasing Division and are governed by the Purchasing Code. Purchasing’s due diligence requirements are established by the Purchasing Division.
 5. **“Renewal or Contract Extension”** per Pinellas County Code Section 2-188(d) means the process of keeping an existing Contract in force for an additional period of time and any price adjustments, provided all terms and conditions remain the same. Renewal of a Contract term requires a written amendment that evidences the new term.
 6. **“Specialty Contracts”** shall mean Contracts that require the approval of the Board of County Commissioners as a matter of law; that relate to capital improvement program projects, including, but not limited to, construction, design, engineering, planning and other project consultants; and Contracts for services that involve the payment by the County of sums in excess of \$250,000 in a fiscal, contract or calendar year, and include negotiated terms; and/or contracts that take precedence over the terms of the bid, request for proposal or other negotiated competitive processes.
- B. County departments have certain responsibilities for Contracts, as defined herein, including preparation and administration thereof on behalf of the Board of County Commissioners (“Board”). Certain departments and government officials are delegated the responsibility and authority to review and approve Contracts on behalf of Pinellas County, as set out in Section 2-62, and the Purchasing Ordinance, Sections 2-156, et. seq., Pinellas County Code.

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

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

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

- a. determine the need for a Contract;
- b. assign a project manager and/or contract administrator;
- c. establish the expected standards, quality, and/or performance required;

- d. develop Contract requirements (such as scope of work/services, terms, duration, or basis for price adjustment), which may include participation in Contract negotiations, including the scope of work/services;
 - e. ensure that sufficient funds have been appropriated or are available for the purpose of the Contract as well as other budgetary considerations;
 - f. draft or coordinate the drafting of documents in conjunction with Purchasing, Risk Management and/or the County Attorney's Office, defining all details of the Contract including adjusting standard language or boilerplate documents to ensure compliance with all applicable federal, state and county requirements;
 - g. establish schedules for the duration, completion, and renewal of Contracts;
 - h. verify that required performance security will be satisfied in conjunction with the Purchasing Division (for Purchasing Contracts) and the County Attorney's Office;
 - i. coordinate, route, and obtain necessary reviews of all adjustments to documentation, although these roles may be shared with one or more of the reviewing authorities (such as the Purchasing Division);
 - j. provide contract administration in accordance with approved policies and guidelines including monitoring performance, documenting Contract performance deficiencies and subsequent cure process if applicable, securing proof of insurance, maintaining the administrative file relating to the Contract including compliance with public records retention policies, and monitoring Contract term expiration, in conjunction with the Purchasing Division for Purchasing Contracts.
2. Purchasing Division – The Purchasing Division's role in Contract Review is to provide input on all specifications and applicable Purchasing Contracts to ensure strict compliance with the current Purchasing Ordinance, the Purchasing Manual implementing the Ordinance, all applicable Florida Statutes, and best governmental purchasing practices. Until such time as these requirements are satisfied, no purchase order ("PO") shall be issued.

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

3. Risk Management Department – The Risk Management Department's review of Contracts is intended to evaluate risk exposure for the Contract and recommend adequate levels and types of insurance coverage, assure limitation of liability provisions are included in the Contract, and transfer, if possible, the risk exposure to the other party.

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

4. Finance – The Clerk as Chief Financial Officer to the Board has a role in all contractual obligations, which are related to the statutory requirements imposed upon the Clerk, including the pre-audit functions of the Clerk. The review processes may occur at any time during the Contract/obligation period. As part of the Contract Review, Finance gives consideration to the terms and conditions of a Contract to assure, to the extent possible, that it is not an open-ended obligation and that financial items and payments are free of ambiguities.

5. Office of Management and Budget (“OMB”) – The responsibilities of OMB include initiating, reviewing and/or administering grant applications and grants and Contracts in accordance with approved grant procedures, intergovernmental agreements, and determining and coordinating alternative means of financing acquisitions consistent with approved cash management goals and the approved budgets for all Non-Purchasing Contracts.
6. Legal – The Office of the County Attorney has a role in all contractual obligations involving the Board and Pinellas County Government. In some cases, that involvement is minimal. In other contexts, however, the participation of this office may be extensive. As a general proposition, routine or standard contractual situations require only a minimal involvement on the part of this office, and such Contracts are often reviewed and approved at latter stages of the Contract process and prior to execution. Contracts which are unique or represent a significant departure from practices and policies most often require a significant involvement by this office and participation at a very early stage of the Contract Review Process.

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

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

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

O = Originating Department/Official

P = Purchasing

R = Risk Management

F = Finance

M = OMB

L = Legal

A = Assistant County Administrator/Executive Director

D. Types of Contracts; Reviewing Authorities and Their Order:

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

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

ii. O-R-L-A

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

iii. O-[P]-R-F-L-A

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

E. Exceptions.

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

- a. Contracts for small purchases under \$25,000.00 governed by Sec. 2-179(c) of the Pinellas County Code.
- b. P-Card purchases with “click-on” Contracts.
- c. Contracts for goods or services that do not require a customized Contract.
- d. Contracts for professional services governed by Sections 2-178(m) and (n) of the Pinellas County Code (provided the Originating Department/Official coordinates with Risk on insurance requirements).
- e. Renewals of Time Only Extensions of any Contract.
- f. Change Orders for Construction Contracts and Amendments to Contracts that renew or extend the term of the Contract, reduce or increase fees or compensation, or amend the scope of work, and do not require Board approval. Amendments to the scope of work that change the type of work or services performed shall be reviewed by Risk.
- g. Contracts approved through the Master Contract Review process. The reviewing authorities may agree to review and approve standard repetitive terms and conditions of Contracts, agreements, competitive documents (bid/quote/RFP) and POs. The Master Contract Review applies to all bids, quotes, RFPs, POs, Contracts and agreements utilizing the same terms and conditions. If terms, conditions, and/or scope in the master agreement are materially altered in negotiations or substantively revised, that negotiated or revised agreement shall undergo Contract review on its own accord. Custom drafted agreements and Contracts are not subject to blanket review and require appropriate Contract review.
- h. Change in name of contracting party as long as the name change does not pertain to an assignment of Contract.

- i. State Contract, General Services Administration, “piggy-back” or cooperative type purchases with other governmental agencies. However, the Purchasing Director reserves the right to perform Contract review on any item listed above should there be a potential Risk or Legal concern.
 - j. Emergency Purchases as defined by Section 2-181 of the Pinellas County Code.
 - k. Contracts relating to litigation settlement stipulations and agreements.
 - l. Any purchasing contract below the established bid threshold.
 - m. Re-solicitations of contracts when there are no material changes to the scope of work or specifications.
2. Except as otherwise provided herein, Contract Review by the following Reviewing Authorities is not required under the circumstances set out herein:
- a. R – when the Contract involves the purchase or sale of real estate pursuant to an approved master Contract; intergovernmental or interlocal Contracts, unless the Contract requires the County to provide insurance coverage; form grant Contracts where the terms/provisions are dictated by the Grantor; Contract amendments that do not require changes or extensions to insurance or indemnification, and there is no change to the type of work or services performed; Contracts set out in Section 2-62(a)(2), (3), (6) and (7) of the Pinellas County Code; or subsequent reviews of Contracts that have already been reviewed by Risk that do not change insurance requirements (i.e., Contracts that undergo a second review process because of revisions made to material terms).
 - b. F – Contracts or Contract amendments that do not involve or require the payment or receipt of money to or from the County, including Contracts set out in Section 2-62(a)(2), (3), (6) and (7) of the Pinellas County Code; do not change payment terms or the sums paid or received by the County; or subsequent reviews of Contracts that have already been reviewed by Finance that do not change financial or payment terms (i.e., Contracts that undergo a second review process because of revisions made to material terms).
 - c. M - Contracts or Contract amendments that do not involve or require the payment or receipt of money to or from the County, including Contracts set out in Section 2-62(a)(2), (3), (6) and (7) of the Pinellas County Code; do not change payment terms or the sums paid or received by the County; or subsequent reviews of Contracts that have already been reviewed by OMB that do not change financial or payment terms (i.e., Contracts that undergo a second review process because of revisions made to material terms).

6. PROCEDURE FOR EXECUTION OF CONTRACTS

It is the responsibility of the Clerk to ensure, after Board of County Commissioner approval, that the Chairman properly executes the contract. This requires the signature of the Chairman of the Board and attestation by the Clerk.

7. FOLLOW-UP AND CONTRACT ADMINISTRATION/MONITORING

A. PURPOSE

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

B. SCOPE

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

C. OBJECTIVES

The objectives for this program are:

1. To assure that the County obtains the required commodity or service on time and the contractor receives proper and timely compensation.
2. To assure that the contractor and County perform all contractual obligations.
3. To establish a mechanism for modifying contracts; for price adjustment and expediting; handling discrepancies and deficiencies; handling default and termination; handling claims, disputes and appeals; administering payment provision; monitoring and evaluating contractor performance.
4. To provide accurate data for reports, audits, and other records as may be required for the Board of County Commissioners and the County Administrator.

D. RESPONSIBILITY

ORIGINATING DEPARTMENT

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

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

E. PURCHASING DIVISION

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

1. Upon requisitioning department request, require from the contractor full conformance to specifications,
2. Ensure the correct legal name is contained in contract documents and further confirm status of legal entity
3. In conjunction with the requisitioning department, obtain appropriate price reductions and or/additions as necessary.
4. Hold contractor responsible for damages suffered by the County resulting from the contractor's failure to perform as agreed.
5. In conjunction with requisitioning department make certain the County does not fail to perform its obligations, thereby relieving the contractor of performance responsibilities.
6. Preclude the issuance of unnecessary or excessively priced change orders or contract amendments
7. Maintain standard clauses for contractual terms and conditions,

8. Initiating "cure" process to ensure vendor cures contract deficiencies within a reasonable period of time.
9. Maintain records of vendor performance
10. Conduct a review/investigation of the vendor's performance upon originating department's request
11. If a dispute arises from non-payment of a payment request or invoice, please see Section 9.15 pertaining to dispute resolution.

8. CONTRACT DEVELOPMENT, APPROVAL AND EXECUTION

A. Contract Development (when appropriate)

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

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

B. Contract Execution

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

1. The Purchasing Division shall send partially (vendor) executed documents of the formal contract signed by the vendor including all relevant attachments to the Clerk of the Court whose responsibility shall be to ensure proper execution.

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

- a. The vendor should in most cases, sign the document before the County. The signor must be prepared to provide proof of his or her authority to bind the vendor.
- b. The effective date of the contract is the date of last signature* unless the effective date is stated within the contract, or designated through issuance of a notice to proceed. These dates are to be filled in by either Board Records or the Purchasing Division referencing the date the Chairman signs the agreement or the start date of the contract.
- c. *The County should be the last signer of the contract as the higher authority; vendor should be executing the contract before routing to proper signature authority.

C. Purchasing Division should:

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

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

D. Board Records shall:

1. Forward all copies of the agreement to the Board Chairman for signature.
2. Forward all copies of the contract to the Clerk for signature attesting to the signatures of the other County Officials.
3. Distribute executed copies of the contract to the Originating Department and other parties as requested.

- E. Upon receipt of the executed contract the originating department shall be responsible for issuing the Notice to Proceed in the manner described in the contract (example: design and construction contracts where the contract may not begin upon execution, but following a pre-commencement meeting, and per the terms of the contract).

9. CONTRACT ADMINISTRATOR/MANAGER RESPONSIBILITIES

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

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

10. CONTRACT CHANGE ORDER/AMENDMENT

A. Justification for Change Order/Amendment

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

B. Change Order/Amendment Approval Process

Once it has been determined a change order/amendment is required, the contract/administrator manager shall process the request for change order/amendment approval consistent with policy authority level.

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

C. Construction Contract Closeout and Release of Retainage

The County Administrator, through delegated authority, has the ability to closeout and authorize the release of retainage for construction contracts. The County Administrator has authority to approve change orders/amendments in an amount that involve the receipt or payment by the county of not to exceed \$250,000.00 or 10%, whichever is less in a fiscal, contract, or calendar year.

11. ADMINISTRATION

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

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

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

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

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

12. DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS

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

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

A. Pinellas COUNTY will notify a vendor in writing within 10 days of receipt of an improper invoice. The notice will indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the COUNTY. Such steps should include requiring the vendor to contact the requesting department to validate the invoice and receive a sign off from that entity that would indicate that the invoice in question is in compliance with the terms and conditions of the Agreement, and then resubmitting the invoice as a "Corrected Invoice" to the requesting department to initiate the payment timeline.

1. Requesting department for this purpose is defined as the COUNTY department for which the work is performed or to which goods are provided.

2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas COUNTY.

B. Should a dispute result between the vendor and the COUNTY about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department will assign a representative who will act as a "Dispute Manager" to resolve the issue at departmental level.

C. The Dispute Manager will first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures must be commenced no later than 30 days after the date on which the payment request or invoice was received by Pinellas COUNTY and will not extend beyond 45 days after the date on which the payment request or invoice was received by Pinellas COUNTY.

D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas COUNTY's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas COUNTY representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager will perform the required investigation and arrive at a solution before or at the 45-day timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The COUNTY Administrator or his or her designee will be the final arbiter in resolving the issue before it becomes a legal matter. The COUNTY Administrator or his or her designee will issue their decision in writing.

E. Pinellas COUNTY Dispute Resolution Procedures will not be subject to Chapter 120 of the Florida Statutes. The procedures will also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

F. Should the dispute be resolved in the COUNTY's favor interest charges begin to accrue 15 days after the final decision made by the COUNTY. Should the dispute be resolved in the vendor's favor the COUNTY will pay interest as of the original date the payment was due.

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

SECTION 10: CONTRACTING FOR PROFESSIONAL SERVICES CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA)

1. INTRODUCTION

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

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

2. RELEASE OF CCNA REQUEST FOR PROPOSALS

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

3. QUALIFICATION OF CONSULTANTS

The basis of judging qualifications shall be at the time of committee evaluation. The Purchasing Division shall maintain a list of firms by commodity code within the e-procurement system. The firms contained on the list are not deemed to be qualified until judged by an evaluation committee.

4. EVALUATION OF CONSULTANTS

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

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

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

5. DEFINITION FOR SHORT LIST OR INITIAL RANKING CRITERIA (May be modified based on needs or situation)

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

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

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

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

C. Volume of Work Previously Awarded by the County

Pre-populated by the Purchasing Division, the purpose of this criterion is to effect an equitable distribution of contracts. For Continuing Contracts, this criterion is evaluated based on dollars spent with a firm during the two (2) previous completed fiscal years through current date. For Non-Continuing Contracts this criterion is evaluated based on value awarded to a firm during the two (2) previous completed fiscal years through current date. The date utilized for establishing award shall be the date the Board of County Commissioners or Count Administrator initially awards the contract. The points are worth 5 percent of the overall points available and are distributed as follows:

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

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

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

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

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

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

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

D. Minority Business Status

Provides points pre-populated by the Purchasing Division for minority business status as designated by the State of Florida. If the firm is designated as a minority business by the State of Florida, five (5%) percent of the total evaluation points are awarded (25 points). If the firm does not have minority business status as per the State of Florida, zero (0%) percent of the points available are awarded.

E. Pinellas County Small Business Enterprise (SBE) Status

Provides points pre-populated by the Purchasing Division for SBE status as designated by Pinellas County. To qualify, a firm or its sub consultants must be located in one of four (4) counties (Pinellas / Hillsborough / Pasco / Manatee) and have annual sales of goods/services not exceeding the maximum three (3) year average of three (3) million dollars or gross revenues not exceeding eight (8) million dollars for construction and not exceed a maximum three (3) year average of fifty (50) employees.

If the prime firm is certified as a Pinellas County SBE, 100 points will be awarded. If the prime firm is not a certified Pinellas County SBE and utilizes one (1) certified Pinellas County SBE as sub-consultant, fifty (50) points will be awarded. If the prime firm utilizes more than one (1) certified Pinellas County SBE as sub-consultant, seventy-five (75) points will be awarded. Failure to utilize certified sub-consultants, as presented in your submittal and evaluated accordingly may affect future awards to your company. A prime firm or sub-consultant must be certified through Pinellas County Economic Development as an SBE prior to submission of your proposal document. If the prime firm nor any of its sub-consultants are not certified as a Pinellas County SBE, zero (0%) percent of the points available will be awarded.

F. Location

Evaluates the location of the project team relative to Pinellas County including the prime firm and project manager. If firm has an established office located in Pinellas, Manatee, Hillsborough or Pasco counties, 25 points are awarded. If not, no points will be awarded.

6. DEFINITION OF PUBLIC/ORAL PRESENTATION CRITERIA

A. Understanding of Project

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

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

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

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

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

7. EVALUATION COMMITTEES

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

A multi divisional department can have a majority on the committee as long as the evaluators are from different divisions with the department.

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

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

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

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

8. EVALUATOR POOL

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

9. RANKING OF FIRMS

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

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

10. NEGOTIATION

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

11. TRUTH IN NEGOTIATIONS

The successful professional firm shall execute a truth in negotiation certificate stating that wage rates and other factual unit costs supporting compensation are accurate, complete and current at the time of contracting. Any professional service agreement in which such a certificate is required shall contain a

provision that the agreement price shall be adjusted to exclude any significant sums where the County determines the agreement price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All adjustments to the agreement, if any, shall be made within one (1) year following the end of the agreement.

12. AWARD

The final negotiated contract will be presented for approval per County code. Based upon the final negotiated contract, a contract which is \$150,000.00 or less in a fiscal or calendar year may be awarded by the director of purchasing; a contract which is \$250,000.00 or less in a fiscal or calendar year may be awarded by the county administrator and all contracts exceeding \$250,000.00 in a fiscal or calendar year shall only be awarded by the Board.

13. CONTINUING CONTRACTS

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

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

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

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

14. CCNA OVERSIGHT

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

Prior to the scheduling of CCNA evaluation meetings, the Purchasing Division shall be responsible for obtaining oversight approval of the committee members for the purpose of ensuring the committee is comprised of equitable members and that no apparent conflict exists. The Purchasing Division shall be responsible for obtaining CCNA oversight pertaining to the evaluation process for BCC consideration. The purpose of this oversight is to review the evaluation process and ensure no obvious discrepancies or conflicts exist.

15. DESIGN-BUILD SERVICES

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

- A. Design criteria package: The design criteria package shall be prepared and sealed by a design criteria professional employed or retained by the County. If the County enters into a professional services

contract for the preparation of the design criteria package, the professional shall be selected and contracted with in accordance with the requirements of F.S. 287.055(4) and 287.055(5). The professional preparing the design criteria package shall not be eligible to render services under a design-build contract executed pursuant to the package prepared by such professional.

- B. Selection/negotiation committee: The County shall publicly advertise in a uniform and consistent manner on each occasion when design-build services are required except in cases of valid public emergencies. The advertisement shall include a general description of the project and shall indicate how, and the time within which, interested design-build firms may apply for consideration.

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

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

16. SOLICITATION AND NEGOTIATION OF DESIGN-BUILD SERVICES

A. Solicitation.

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

B. Evaluation.

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

C. Negotiation.

After ranking, staff shall negotiate a contract within the parameters of the design criteria package. Design-build contracts will be awarded under the provisions of County Code.

D. Additional Functions of Design Criteria Professional

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

17. CONSTRUCTION MANAGER AT RISK SERVICES

A. Solicitation

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

B. Evaluation

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

C. Negotiation

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

SECTION 11: CONTRACTING FOR PROFESSIONAL SERVICES (NON-CCNA)

1. SERVICES SELECTION PROCESS FOR NON-CCNA PROFESSIONAL SERVICES

- A. To be utilized for all competitive Request or Proposals (RFP) non-CCNA
- B. An evaluation committee will be established for specific services being solicited on an as needed basis. The Director of Purchasing or designee shall be responsible for coordinating the activities of the evaluation committee during the evaluation process.
- C. Prepare Request for Proposal (RFP) with detailed scope of services obtained from requisitioning department.
- D. Purchasing Division will initiate RFP through contract review procedures.
- E. Public announcement (if necessary) prepared by the Purchasing Division and advertised through the Purchasing Division's e-procurement system.
- F. Advertise and release RFP via the County's e-procurement system.
- G. Procurement analyst training instructions to evaluators to initiate evaluation process, including conflict of interest statement.
- H. If a pre-proposal conference is required: staff address/respond to questions the prospective consultants may have on the scope of the project as well as allowing the consultants the opportunity to question the members of the respective department.
- I. Proposals are due back by a date and time certain: multiple copies of the proposal response are requested in the released RFP document and must be submitted by the respondents before the proposal deadline. Copies of the proposal, evaluation instructions and conflict of interest forms are forwarded to the originating department for their review.
- J. Proposals over the bid threshold are evaluated in a publicly advertised evaluation meeting. At the evaluation meeting, evaluation committee members discuss each criterion pertaining to each firm's response. A scoring range for each criterion is established on a consensus basis (other scoring methods may be utilized as determined by the Director); each member of the evaluation committee then selects an individual score within the range selected. This process continues until all firm's proposal submittals have been evaluated and tabulated.
- K. The evaluation committee develops a ranking of proposals based upon how the scores fit into a competitive range. A competitive range is established based on score grouping after the evaluation process is complete. Generally, scores will develop a natural competitive range where a grouping of scores separate from the remaining scores clearly demonstrating qualified firms.
- L. The contract is negotiated where certain aspects of the scope of work, terms and conditions, and price are discussed with the firm to improve the benefit of the contract to the County. Once negotiation is complete, the ranking and negotiated contract proceed for award based on delegated authority. The committee may also request award of proposals based on the original proposal submittal without negotiation.
- M. Certain specific contracts such as the hiring of a firm to operate the Waste to Energy Plant and requirements of Countywide Ambulance Services may require a two-step approval process. The contract is then negotiated and presented for consideration to the proper delegated authority. Other contracts may also require a two-step approval process based on importance, dollar value or administrative directive.
- N. When proper delegated authority approves and executes the agreement(s), originating department staff may proceed with project kickoff and contract administration process.

SECTION 12: PURCHASE OF INSURANCE

1. POLICY

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

2. VENDOR'S INSURANCE REQUIREMENT

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

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

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

3. **JOINT VENTURES**

Procedure for Joint Ventures

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

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

SECTION 14: SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

On April 16, 2002, the Board of County Commissioners (Board) approved the Pinellas County Small Business Assistance Program. (Now called Small Business Enterprise Program) The SBE Program has been revised to provide for a local market component and to apply the program to capital improvement contracts and other contracts as applicable.

The mission of the Small Business Enterprise Program (SBE) is to leverage the partnership between the Pinellas County Economic Development Department and the Purchasing Division to enhance opportunities for small businesses to participate in the competitive process for County Contracts. The SBE Program provides the framework and guidelines for business assistance programs and the procurement process managed by Economic Development and Purchasing respectively.

The Board of County Commissioners recognizes that the county's growth and prosperity depend on the participation of small businesses in the procurement process and is firmly committed to the principles of equal opportunity supplier's diversity and equity. We recognize the need and are desirous of improving opportunities for small businesses and the SBE Program allows for an inclusionary process for all small businesses. Small business comprises a majority of all business establishments in Pinellas County and employ a large share of workers who contribute to our unique community identity. When we purchase from small local businesses, more of the money stays within the local economy as those firms pay local workers and buy supplies from other local firms. This in turn generates more local tax dollars allowing the County to continue to provide services to citizens.

1. Section 1 – Intent

It is the County's intent to establish a race and gender-neutral program called the Small Business Enterprise (SBE) Program. The program is intended to enhance contracting and procurement opportunities for small business enterprises. The procurement opportunities include but are not limited to construction, capital improvement programs, contractual services, and professional consulting services.

2. Section 2 – Definitions

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

- A. Small Business Enterprise (SBE) – A local business that is independently owned and which is not dominant in its field of operation. The Small Business must also comply with the following:
 - 1. The business must serve a commercially useful function
 - 2. The business must be located in Pinellas, Hillsborough, Pasco or Manatee Counties. A current occupational license/tax receipt from at least one of Pinellas County's twenty-four (24) municipalities, Hillsborough, Pasco or Manatee Counties (a post office box is not acceptable as a business address). In addition, where applicable or necessary as for firms located in unincorporated Pinellas, the County will utilize information from the Florida Department of Corporations (Sunbiz) to verify address.
 - 3. Annual sales will not exceed the maximum three (3) year average gross revenue of three (3) million dollars for businesses providing services or gross revenues not exceeding eight (8) million for construction service providers and number of employees of the business does not exceed the maximum three (3) year average of fifty (50) employees.

3. Section 3 – Statement of Policy and Its Implementation

- A. Statement of Policy – It shall be the policy of the County to ensure that all businesses are included in the market created by Pinellas County that the procurement process utilized is inclusionary of all interested firms.
- B. Implementation – The Board or designated representative shall implement the policy set forth in this Section in accordance with the regulations promulgated by the Board under this Article.

4. Section 4 – Authority of the Board or designated representative

- A. Assistance with County Agencies – Where feasible, the Board or designated representative shall provide appropriate staff that shall be responsible for assisting businesses with “learning how to do business with the County”.
- B. Special Publications - The Board shall give special publicity to procurement procedures designed to assist small businesses.
- C. Source Lists - The Board or designated representative shall compile, maintain, and make available source lists of certified small businesses for the purpose of encouraging procurement from small businesses.
- D. To the extent deemed appropriate and as may be required by regulation, the Board or designated representative shall include SBE businesses in solicitation distribution/notifications.
- E. Solicitation of SBE's - The Board or designated representative shall assure that SBE's are solicited on each procurement for which such businesses may be suited.
- F. Training Program - The Board or designated representative shall develop special training programs to be conducted by the County to assist small businesses as deemed necessary, that will improve the ability of SBE's to provide services to the County. This training may include, but may not be limited to, methods for obtaining insurance and bonding with the intent of assisting these businesses to be able to provide services when required by the County.
- G. Local Market Component - Informal service contracts (contracts under \$150,000), at the discretion of the Board or designated representative, shall be made available to SBE's. Projects and/or contracts designated as such shall be economically feasible contracts or portions of contracts. If SBE vendors cannot provide the required services, then all other vendors may be contacted for quotes or subcontracting opportunities.
- H. To be eligible for the SBE, the Board or designated representative must certify the business as a Small Business Enterprise.

5. Section 5 – Business Assistance Office; Financial Assistance

Procurement Assistance - The Board or designated representative may establish as deemed appropriate, business assistance services, including but not limited to the Economic Development Department, to assist in carrying out the provisions of this part. Providing staff support will help ensure that the needs of small and disadvantaged businesses are considered during the procurement process. Establishment of business assistance services will make the County assistance to SBE vendors more accessible.

Financial Assistance - The Board or designated representative will either create or coordinate with existing service providers to implement cooperative programs that provide financial and bonding support for SBE Vendors.

**Request for Taxpayer
Identification Number and Certification**Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Taxpayer Identification Number (TIN)

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

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
.....

or

Employer identification number
.....**Certification**

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶

Detach on the perforation

STATEMENT ON USE OF SOCIAL SECURITY NUMBERS

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

Purposes for which we collect social security numbers include:

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

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

SECTION 15: PINELLAS COUNTY PURCHASING CARD PROGRAM

1. (Revised 3/2025)INTRODUCTION

- A. The Pinellas County Purchasing Card Program is designed to improve departmental efficiencies and streamline the purchasing process for small-dollar transactions for goods and/or services. The purchasing card may be used as a method of payment with any merchant that accepts a County purchasing card.
- B. This program will allow the cardholder to purchase approved commodities and services direct from vendors. Each purchasing card is issued to a named individual who is clearly stated on the card as the County user purchasing goods and services. Department of Administrative Services, Division of Purchasing (Purchasing) Purchasing and Clerk of the Circuit Court and Comptroller, Finance Division (Clerk Finance) will monitor the performance of the Program.
- C. The Pinellas County Purchasing Card is a restricted-use credit card issued to County employees for official business use only. An employee (cardholder) is designated and authorized to be the sole user of an assigned purchasing card to make purchases within preset limits on behalf of the department.

2. PURPOSE

- A. Provide an efficient method of payment for goods and/or services, including authorized travel-related purchases. The standard credit and single transaction limits for cardholders are \$5,000.00. All requests for limits above \$5,000.00 must be assigned in accordance with the rules set forth in the Program.
- B. Establish policies and procedures pertaining to the purchasing card purchases of goods and/or services, in accordance with Pinellas County Code and all other County policies and procedures.
- C. Define minimum standards and requirements for all county-using departments and appointing authorities participating in the Program. Department Directors and appointing authorities may establish additional internal controls that are more stringent than those in the Program.

3. AUTHORITY

- A. The Pinellas County Purchasing Card Program is administered by the Department of Administrative Services, Division of Purchasing. The Division Director of Purchasing, or designee, serves as the program administrator per Pinellas County Code, Chapter 2, Article V., Division 2. PURCHASING.
- B. Sec. 2-156. - Definitions. Director means the Pinellas County Purchasing Director.

4. GENERAL ROLES AND RESPONSIBILITIES

A. Pinellas County Purchasing Director

- 1. Responsible for administering the County Purchasing Card Program. Designate Purchasing Card Program approving officials.
- 2. Establish Purchasing Card Program policies and procedures.
- 3. Inform department directors of any improper use of the purchasing card, including disciplinary action, in accordance with Personnel Rules. Enforce improper use of purchasing card and hold the cardholder personally liable as warranted, including County legal action against the cardholder.
- 4. Audit the Purchasing Card Program in accordance with the Inspector General and establish additional internal auditing functions.

5. Terminate, suspend, or reduce department and cardholder purchasing card privileges to ensure compliance with the Program.
6. Coordinate with Clerk Finance to ensure compliance with the Program, including auditing and transaction reconciliation review and approval.

B. Purchasing Card Program Administrator and Program Coordinator

1. The role of Purchasing Card Program Administrator has been delegated by the Director, to the Manager of Purchasing Support. The Purchasing Systems Coordinator has been designated as the County Purchasing Card Program Coordinator.
2. Review and process all department cardholder requests, including new cards, card modifications, and card terminations. Order new and replacement cards.
3. Review and process requests for Program user roles, including department coordinators.
4. Maintain County Purchasing Card Program training(s). Ensure all cardholders maintain required training(s) and sign the Cardholder Agreement. Maintain complete and accurate records of training(s) and signed Agreements.
5. Provide customer service to all departments, appointing authorities, and users of the Program, including purchasing card and account maintenance.
6. Terminate, suspend, or reduce department and cardholder purchasing privileges as instructed.
7. Perform internal audits as assigned by the Director. Comply with all Inspector General audits. Perform an annual audit of all active cardholder accounts and purchasing cards to confirm that the accounts and purchasing cards are still in use and verify user group(s), role(s), spend limits, and utilization in coordination with the department director and department purchasing card coordinator.
8. Identify and monitor all purchasing card purchase orders and contracts established by Purchasing to accurately report spend. Coordinate with Purchasing Analysts on countywide approved purchasing card business account setup and maintenance.
9. Provide accurate reports as required.
10. Coordinate with Clerk Finance on all Program requirements, including cardholder information, auditing, and reporting. Participate in fiscal year-end preparations and procedures.

C. Clerk of the Circuit Court and Comptroller, Finance Division (Clerk Finance)

1. Pre-audit and record expenditures in accordance with A.D. 17-1, Pinellas County Travel Expense Guidelines and Guidelines for Payment and/or Reimbursement of Travel Expenses for Pinellas County Officers and Employees (Travel Policy) [Administrative Directive for Travel Policy](#).
2. Establish and validate a list of approved memberships in compliance with A.D. 9-8, Professional Membership Fees.
3. Audit and report on the Pinellas County Food, Beverage, Recruitment and Awards Related Expenses Policy, in accordance with A.D. 9-7.
4. Ensure purchasing card account information is complete and accurate in the enterprise resource planning system (ERP). Add/delete cardholder information as needed.
5. Pre-audit purchasing card transactions in accordance with the Purchasing Card Policy and report misuse to Purchasing and Department Director, or designee.
6. Monitor reimbursements due to the County for any personal or prohibited purchases.

7. Ensure all reconciliations have the required documentation and approval(s) per the Purchasing Card Program.
8. Audit timely reconciliation of card transactions and report non-compliance to Purchasing and Department Directors, or designee.
9. Payment of monthly statements for Clerk and Board program accounts.

D. Clerk of the Circuit Court and Comptroller, Division of Inspector General

1. Establish schedules for cyclical formal audits of the Purchasing Card Program and policies and procedures.
2. Investigate all reported and/or alleged fraud, waste, and abuse directed against the County and/or Program.

E. Department Director

1. Approve all department cardholder requests, including new cards, card modifications, and card terminations. Terminations must be reported to Purchasing on or before the employee termination date or within 24 hours thereafter. Approve cardholder group roles and spending limits, including single transaction limits and monthly spending limits. Establish internal reviews, approvals, and controls for all department purchasing card purchases.
2. Enforce Purchasing Card Program rules, in coordination with Purchasing, to ensure appropriate use of purchasing cards and funds. Resolve any purchasing card misuse, including disciplinary action, and report to Purchasing. Repeated employee misuse of the purchasing card or failure to follow policy will result in revocation of the card by the department director and/or Purchasing.
3. Ensure all purchases are for a public purpose and confirm the County is reimbursed for any inappropriate or prohibited purchasing card purchases in accordance with the Reimbursement section.
4. Ensure all purchasing card transactions associated with approved contracts comply with all contract and grant requirements.
5. Approve and designate department Purchasing Card Coordinators. Designate department approver for purchasing card reconciliations.
6. Authorize all department travel per the Travel Policy and appointing/delegated authority.
7. Ensure all department cardholders reconcile purchasing card transactions in accordance with the designated reconciliation schedule and requirements established by Purchasing and Clerk Finance for the Board of County Commissioners and/or appointing authority.

F. Department Approver for Purchasing Card Reconciliation

1. Approve or reject department cardholder transactions in accordance with the Program and designated reconciliation schedule and requirements established by Purchasing and Clerk Finance for the Board of County Commissioners and/or appointing authority.
2. Ensure all purchasing card purchases are pre-approved by the department director, or designee and the delegated authority. Report department or employee misuse of County purchasing card and funds, including prohibited and/or suspicious purchases, to the department director and Purchasing.
3. Ensure all department cardholders reconcile purchasing card transactions in accordance with the reconciliation schedule and requirements established by Purchasing and Clerk Finance for the Board of County Commissioners and/or appointing authority.

G. Department Purchasing Card Coordinator

1. Serve as the department's central point of contact for the Program. Act as a liaison between cardholder, Purchasing, and Clerk Finance. Attend all required training(s) as assigned by Purchasing.
2. Submit all department cardholder requests, including new cards, modifications, and terminations. Terminations must be reported to Purchasing before the employee termination date or within 24-hours thereafter.
3. Destroy cardholder purchasing cards that are expired or have been replaced, or upon employee termination or transfer.
4. In coordination with the department director and purchasing card program coordinator, maintain an active list of department cardholders, groups, and user roles.
5. Assist department cardholders with reporting cards lost or stolen within 24-hours of notification. Assist in reporting and resolving fraudulent transactions, non-fraudulent disputes and charges, billing issues, and ensure refunds and credits are applied per the Program. Escalate issues to Purchasing if the issue(s) cannot be resolved.
6. Ensure all purchasing card purchases are pre-approved by the department director, or designee and the delegated authority. Report department or employee misuse of County purchasing cards and funds, including prohibited and/or suspicious purchases, to the department director, Purchasing, and/or the Inspector General.
7. Provide customer service to department cardholders, including accessing billing statements, account information, training(s), and reports.
8. Ensure all department cardholders reconcile purchasing card transactions in accordance with the designated reconciliation schedule and requirements established by Purchasing and Clerk Finance for the Board of County Commissioners and/or appointing authority.
9. Should a cardholder be unavailable to reconcile transactions, the Department Purchasing Card Coordinator may be authorized to submit expense reports on behalf of the cardholder.

H. Purchasing Card Cardholder

1. Acknowledge and sign Program Cardholder Agreement and attend all training(s) as assigned by Purchasing, including required annual refresher training(s).
2. Uphold all Purchasing Card Program rules and purchase approved goods and/or services in accordance with the Purchasing Policy and Procedure Manual. Ensure all purchases are pre-approved by the department director, or designee and the delegated authority.
3. Report lost or stolen cards, fraudulent charges, and non-fraudulent disputes to the issuing bank card customer service, Department Purchasing Card Coordinator, and Purchasing.
4. Coordinate with merchant(s) to ensure all goods and/or services are delivered within the quoted timeframe. Comply with Program Advance Payment and backorder rules and procedures.
5. Reconcile purchasing card transactions in accordance with the designated reconciliation schedule and requirements established by Purchasing and Finance for the Board of County Commissioners and/or appointing authority.
6. Notify department director, department coordinator, and Purchasing in the event of cardholder transfer, separation, or termination, on or before the event, or within 24-hours thereafter. A cardholder should make every effort to discontinue use of the purchasing card two weeks prior to final date of employment. This will allow sufficient time to submit receipts and process outstanding charges before leaving employment.

5. PROGRAM TRAININGS

- A. New cardholders are required to complete all Program training course(s). To maintain Program compliance, cardholders must complete annual refresher training(s). Training(s) will cover P-Card

Program policies and procedures, roles and responsibilities, card activation and use, card security, and reconciliation and payment processes.

- B. All Program users and participants, including those without a specified role and responsibility, are required to complete Program training course(s) as assigned by Purchasing.

6. ACCOUNT AND CARDHOLDER REQUESTS AND APPROVALS

- A. All account and cardholder requests must be submitted to Purchasing through the request processes established by Purchasing.
- B. New cardholders and changes to cardholder accounts must be submitted by the Department Purchasing Card Coordinator and approved by the Department Director, or designee.
 - 1. The Department Director, or designee, must approve all requests for department users and Purchasing Card Coordinators.
 - 2. The Department Director, or designee, must approve all cardholder single transaction limits over \$5,000.00.
 - 3. The Department Director or designee must approve cardholder profiles, including travel, technology, and/or contract purchase enabled accounts.
- C. The Purchasing Director must approve all cardholders with a single transaction and/or monthly credit limit of \$50,000.00 and above.
- D. Temporary profile single transaction and/or monthly credit limit increase or decrease requests must be submitted to Purchasing by the Department Purchasing Card Coordinator. Temporary requests must include justification and timeframe for the temporary increase or decrease. Permanent increase or decrease requests must be approved by the Department Director, or designee.
- E. All new and replacement purchasing cards will be received by Purchasing and addressed to the cardholder, to be delivered to the cardholder's location or central mail office.
- F. All other change requests must be routed through Purchasing, including name changes, address changes, employee department transfers, and extended leave.
- G. Purchasing must be notified of cardholder transfer, separation, or termination on or before the event or within 24-hours thereafter.

7. PURCHASING CARD SECURITY

- A. Protecting and Storing Card Information
 - 1. It is the cardholder's responsibility to safeguard the issued purchasing card and all card and account information, including account number, expiration date, PIN, and Security Code (CVV) information.
 - 2. Cardholders must not provide, share, or distribute any card or account information. The cardholder is the only authorized user of the card. Any unauthorized use must be reported to Purchasing immediately. When purchasing on behalf of another County employee, the purchase reconciliation must state which employee(s) the purchase is being made on behalf of.
 - 3. Card and account information must not be stored or saved online for future use or recurring automatic charges. All card and account information must be provided per single transaction.
 - 4. All online websites must be secure and verified before card information is entered and a purchase is made. Secure websites may be identified by a visible padlock icon and encrypted https:// address.
- B. Lost or Stolen Cards

1. The cardholder is responsible for immediately, and within one (1) calendar day, contacting the issuing financial institution to report a lost or stolen card. A replacement card will be issued and sent to Purchasing for distribution.
2. Cardholders must report a stolen card to the Pinellas County Sheriff's Office.
3. The cardholder must also notify Purchasing and the Department Purchasing Card Coordinator. Lost or stolen cards must be reported to Purchasing immediately, and within two (2) calendar days. Purchasing requires lost or stolen cards to be reported with the following information:
 - a. Cardholder full name and department.
 - b. Date and location of loss/theft or last known location.
 - c. Pinellas County Sheriff's Office report number, for stolen cards.
 - d. Date and time the issuing financial institution was notified.
 - e. Any non-fraudulent purchases made on the day the card was lost/stolen.
 - f. Any other pertinent information, including fraudulent purchases.

C. Card Disposal

1. The cardholder is responsible for cutting up and disposing of expired, replaced, or canceled purchasing cards, including any cards found after being reported lost or stolen.
2. Cards may be cut up and disposed of by the department in the event of cardholder separation, termination, or transfer, where the cardholder is not available to destroy the card. Separations, terminations, and transfers must be reported to Purchasing immediately and within 24-hours. If the department is unable to verify card destruction, collect, or recover the purchasing card, the department director or designee, or purchasing card coordinator must immediately notify Purchasing.
3. Non-active or unused/underutilized cards may be reported to Purchasing to cancel the card(s). Cards may be cut up and disposed of once the cancellation has been requested.

8. AUTHORIZED USE OF PURCHASING CARD

A. Authorized User

1. The cardholder whose name is embossed on the purchasing card is the only authorized user of the card. **NO OTHER PERSON IS AUTHORIZED TO USE OR BE IN POSSESSION OF THE CARD OR CARD INFORMATION.**

B. Official County Business Use Only

1. The purchasing card is issued to purchase goods and/or services for official county business only.

C. Purchasing Card Limits

1. The purchasing card is authorized for single transactions up to \$5,000.00 unless pre-approved by Purchasing. A single purchase is the total amount of any single transaction and must not exceed the cardholder's established single transaction limit (STL).
2. A single purchase may consist of multiple items within one order or project. All items must be purchased within one transaction. A single purchase must not be separated or split into two or more transactions or orders, to circumvent the established single transaction limit (split transactions).

D. Purchasing Card Limit Exceptions

1. A cardholder may have an established single transaction limit over \$5,000.00 for the following exceptions:
 - a. Authorized Travel purchases.
 - b. Contract purchases utilizing contracts established by Purchasing that are enabled for purchasing card use.
 - c. Temporary increases to a cardholder's standard single transaction limit of \$5,000.00 may be requested for one-time or infrequent travel and contract purchases, in the event of an emergency, or as otherwise approved by the Purchasing Director, or designee.

E. Contract Purchases

1. The purchasing card may be utilized for purchases on select Purchasing approved contracts and master-type agreements exceeding \$5,000.00/per transaction. The cardholder must be approved for contract purchases and purchase within the assigned single transaction limit.
2. The cardholder is responsible for proper use of purchasing card approved contract purchases. The cardholder must verify:
 - a. Goods and/or services are within the scope of the contract and are included in the pricing schedule or established pricing.
 - b. Cardholder must verify contract pricing, including unit pricing, total amount, and/or discount/markup pricing.
 - c. The cardholder must include the contract number and contract title on the receipt for reconciliation.

F. Travel approved per Administrative Directive (A.D.) 17-1, *Pinellas County Travel Expenses Guidelines and Guidelines for Payment and/or Reimbursement of Travel Expenses for Pinellas County Officers and Employees*.

G. Technology purchases approved per A.D. 20-1, *Pinellas County Information Security Policy, Enterprise Device Management Program*, and all other Business Technology Services (BTS) policies and directives.

H. Expenses approved per A.D. No. 9-7, *Pinellas County Food, Beverage, Recruitment and Awards Related Expenses Policy*, in accordance with Pinellas County Code Sec. 2-145.

I. Uniforms approved per A.D. No. 2-5, *Purchasing, Leasing and Wearing County Uniforms*.

J. Membership fees approved per A.D. No. 9-8, *Professional Membership Fees* in accordance with Pinellas County Code Sec. 2-103. – *Membership in professional associations; educational courses; resolution required*.

K. Sponsorships approved per A.D. No. 9-4, *Corporate Sponsorship Policy*.

L. Availability of Goods or Services

1. Approved purchases may be made in-person/in-store, online, or via telephone.
2. All goods and services must be readily available at the time of purchase. In the event an item is not available, or on backorder, it is the cardholders' responsibility to notify the merchant that the card must not be charged until goods are shipped, or services are performed.
3. In-person or over-the-counter purchases must be made at the time of receipt of goods and/or services. Goods and/or services that are not available at the time of purchase must not be charged. Items must not be purchased for a later pick-up date or time.

9. CARD MISUSE AND PROHIBITED PURCHASES

- A. Personal use of the purchasing card is strictly prohibited. The cardholder is responsible for reporting any personal transactions and must immediately reimburse the County for such personal use. Misconduct or repeated personal use will result in disciplinary action, up to and including dismissal.
- B. The purchasing card must NOT be used for:
 - 1. Cash advances, holds, or deposits in excess of the minimum required purchase dollar amount.
 - 2. Purchase of goods and/or services for personal benefit/gain.
 - a. Personal benefit/gain: shall be any good or service that benefits an individual cardholder and is not in the best interest of the County. Examples of personal service include personal gasoline purchases, personal mail service, or any other purchase that could be reasonably viewed as a purchase of a good or service for an individual employee's personal benefit.
 - 3. All Capital items over \$5,000.00 must be purchased via a standard purchase order.
 - 4. Goods and/or services that should otherwise be purchased through a Purchasing approved contract, countywide/master contract, by issuance of a purchase order or purchasing card approved contract.
 - 5. Alcoholic beverages (except per 125.0104, 125.045, 125.4, F.S. tobacco products, firearms, and ammunition.)
 - 6. Purchases that include a merchant-issued rebate must be made via a standard purchase order. All rebates must be returned to the County.
 - 7. Gift cards.
 - 8. Purchases requiring a signed agreement, estimate/proposal, order form, or credit card authorization form must be routed to the proper delegated authority for signature.
 - 9. Online purchases that require confirmation and/or acceptance of terms and conditions or click-on agreements.
 - 10. Purchases using grant funds must comply with all grant requirements, including purchase and payment terms.
 - 11. Unauthorized travel expenses.
 - 12. Unauthorized purchases in any amount; payment of statements/invoice(s) for goods that have already been received and/or services that have already been performed without prior approval.
 - 13. Emergency purchases exceeding \$5,000.00 without prior approval from the appropriate delegated authority.
 - 14. Credit applications.
 - 15. Split transactions in any amount; the purchasing card cannot be used to sub-divide purchases to circumvent County Purchasing.
 - 16. Purchases of subscriptions, memberships, sponsorships, or charitable donations that are not specifically expressed and/or prohibited by an established administrative directive or policy.
 - 17. Advance payment of goods and/or services must be made in accordance with 215.422(15), F.S. and 216.181(16), F.S.
 - 18. Employee re-location/moving expenses.
 - 19. Purchase of goods and/or services with an employee's personal residence delivery/mailing address or ship-to location.

20. Rental/lease of land or buildings.

21. Any other purchase deemed as misuse or prohibited by the Director, or designee, or the respective department director, or designee.

10. DISCIPLINE

- A. Violations of the Purchasing Card Program will be strictly enforced by department directors and Purchasing.
- B. The department director and/or Purchasing reserve the right to suspend or revoke purchasing cards, if at any time, a department and/or cardholder is not adhering to the Program.
 - 1. Purchasing will issue notices to the cardholder, purchasing card coordinator, and department director, or designee. Any cardholder in violation of the Program may be subject to forfeiture of the purchasing card upon investigation and proof of infraction.
 - 2. A cardholder may be suspended or in violation and must forfeit their purchasing card for any of the following:
 - a. Failure to respond to purchasing card transaction inquiries.
 - b. Issuing financial institution identified or suspected fraud.
 - c. Extended leave of absence.
 - d. Failure to comply with all Program training(s), roles and responsibilities, and appropriate use.
 - e. Failure to adhere to all County policies, procedures, and administrative directives, in accordance with the Program.
 - f. Untimely/late reconciliation of purchasing card transactions.
 - g. Incomplete or unsatisfactory reconciliation, including missing receipts and/or documentation and approvals.
 - h. Failure to report fraudulent activity and/or process returns/credits and obtain reimbursement to the County through the dispute resolution process.
- C. Reimbursement to the County – personal use of the purchasing card is strictly prohibited. The cardholder is responsible for reporting any personal transactions made via the purchasing card and must immediately reimburse the County for such personal use.
 - 1. Reimbursements to the County must be submitted to Clerk Finance, payable to the *Pinellas County Board of County Commissioners*.
- D. Progressive discipline may be enforced by the department director, or designee, per Personnel Rules. Misconduct and/or repeated personal use will result in disciplinary action, up to and including dismissal.

11. EMERGENCY PURCHASES AND EMERGENCY CARD USE

- A. Emergency Purchases
 - 1. *Pinellas County Code Sec. 2-181. - Emergency procurements.* (a) Generally. Notwithstanding any other provisions of this division, emergency purchases of goods and/or services may be made in the event of a disruption of essential operations, or when there exists a threat to public health, welfare or safety, or when the protection or preservation of public property would not be possible through normal purchasing procedures; provided that such emergency purchases shall

be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular vendor shall be forwarded to the purchasing department for the contract file.

2. During a Federal, State, and Local Declared State of Emergency, all purchases must be approved by the appropriate delegated authority. Emergency purchases above \$25,000.00 that do not have a current contract established by Purchasing must be approved by the Purchasing Director, or designee, up to \$150,000.00, and the County Administrator, or designee, more than \$150,000.00.
3. Emergency food purchases and related expenses for County staff must be approved per A.D. No. 9-7, *Pinellas County Food, Beverage, Recruitment and Awards Related Expenses Policy in accordance with County Code Sec. 2-145 – Expenditure of funds for incentives, awards, and recruitment.*
4. Reconciliation of emergency purchases relating to a declared event must be reconciled in accordance with the Office of Management and Budget's specified funding and project IDs and must include FEMA reimbursement requirements, as directed.

B. Emergency Purchasing Cards

1. Purchasing issues cards for emergency use only to Purchasing staff whose job duties require emergency response. Purchasing staff are authorized to have higher card limits during activation, per the Director or designee. Departments may request Purchasing to make a purchase on their behalf, in the event the purchase exceeds assigned purchasing limits.
2. There may be situations when an employee only needs a purchasing card due to job duties associated with emergencies, including natural or other disasters or other unforeseen circumstances. The issuance of a purchasing card provides a card for these situations and may be increased and distributed when an emergency activation occurs. The Director or designee may increase and distribute cards upon emergency activation.
3. Emergency purchasing cards are issued and maintained by Purchasing and activated and deactivated per the Director's or designee's and County directives. The Purchasing Systems Coordinator ensures all emergency cards are secure until an emergency event is declared and returned after an event.

12. DISPUTES AND DISPUTE RESOLUTION

- A. All overcharges, damages/returns, replacements/refunds/credits, or charges for items not yet/never received should first be addressed with the merchant.
 1. Defective items must be returned to the merchant within ten (10) working days for replacement or credit.
 2. Any incomplete delivery of goods and/or services or non-compliant merchants must be notified to remedy the situation and/or provide credit for unsatisfactory performance.
- B. A credit memo must be obtained from the merchant, if applicable. Credit and/or refund requests must be notated on the sales receipt for the reconciliation. Once a credit is issued, the credit memo and sales receipt must accompany the credit reconciliation.
- C. If a resolution cannot be reached with the merchant, the transaction should be disputed through the issuing financial institution's dispute resolution process. Any actions taken under this provision shall be documented in writing.
- D. If tax is accidentally charged, the cardholder is responsible for contacting the merchant for a credit. Tax charges cannot be disputed through the formal dispute resolution process.
- E. The issuing financial institution has established formal dispute resolution processes for:

1. Non-fraudulent disputes.
 2. Fraudulent disputes.
- F. Cardholders are responsible for contacting the merchant for remedy and/or reporting and filing disputes as soon as a discrepancy is identified.
- G. Any disputes must be reported to Clerk Finance and notated in the reconciliation.
- H. Cardholders are responsible for reconciling all charges established due date regardless of dispute/reimbursement status.

13. PURCHASING CARD TRANSACTIONS AND RECONCILIATION

- A. The cardholder's bank statement should be used to reconcile purchasing card purchases each month. Cardholders are responsible for obtaining monthly bank statements through mailed paper statements or electronic statements accessible online.
- B. If no purchases were made during the billing cycle, no statement will be generated, unless adjustments for previously billed transactions (credits) have been processed during the billing cycle. Any suspicious or prohibited card usage found during the reconciliation process must be reported to Purchasing.
- C. Each cardholder is responsible for reconciling bank statements against merchant receipts within ten (10) calendar days. All previous month's transactions must be reconciled no later than the 15th of the following month.
- D. Any discrepancies found should be resolved with the merchant. If a resolution cannot be reached with the merchant, the transaction should be disputed through the established formal dispute resolution process(es).
- E. Cardholders are responsible for reconciling all charges regardless of dispute/credit reimbursement status.
- F. Purchasing card transactions must be supported by legible receipt(s) notating that the purchase of goods and/or services were charged on a purchasing card.
1. A combination of documents, such as quotes, order confirmations, packing slips, website screen prints, approval memos, and email receipts, may be required to adequately support the transactions however, these documents must not be used in lieu of an original receipt.
 2. If a receipt is not available from a merchant, a statement or invoice from the merchant may be used only if the statement or invoice provides the same information as a receipt and is clearly intended to be used a receipt. Statements and invoices may not be used to make a payment for a prior unpaid balance.
- G. If an original receipt cannot be furnished or is lost, the cardholder must complete a missing receipt form. Repeated missing receipts is a violation of the Program and may result in discipline per the Program.
- H. If the purchase was made on behalf of another employee, it must be documented in the reconciliation.
- I. Itemized Merchant Sales Receipts showing proof of purchase must include:
1. Original receipt and packing slip with purchase date, vendor/merchant name, line-item descriptions, line-item unit pricing, quantities and amounts, and total amount of purchase.
 2. Received/accepted date(s) for all goods and/or service dates for all services.
 3. Contract number and contract title for all purchasing card approved contracts.
 4. Credit memos must include the original transaction number and evidence monies were credited to the original form of payment, notating the last four-digits of the card number. Credits may not be issued to any other cardholder or person(s). Credits must be applied back to the initial account charged.

J. Supporting Documentation must include:

1. Department Director, or designee, approval for purchase.
2. Justification and approval for single transactions over \$5,000.00, if applicable.
3. All travel must be authorized prior to making travel-related charges on a County purchasing card. Proof of travel authorization and related invoices and/or receipts must be submitted for all charges.
4. Advanced payment justification per section 15.9. of the Program, if applicable.
5. Emergency purchase approval per section 15.11. of the Program, if applicable.
6. Any documentation related to disputes, credits, reimbursements, or fraudulent charges.

14. RETENTION

- A. The originating departments are required to maintain records of all purchasing card transactions, approvals, and original receipts and documentation, for a minimum of five (5) fiscal years, provided all applicable audits have been completed. Retention must be in accordance Clerk Records Management and the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies.

15. PURCHASING CARD DECLINES AT MERCHANT POINT OF SALE (POS) SYSTEM

- A. In the event a cardholder attempts to make a purchase from a merchant and the purchase is declined/denied, in most cases, the card authorization log will show the reason for denial immediately after a purchase is attempted.
- B. Declines may be affected by the financial institution, the merchant, or third-party processor/intermediary. Decline reasons may include:
1. Cardholder has not set up a four-digit PIN or has bypassed the PIN at the POS system. Cardholder must create a four-digit PIN upon initial activation of the purchasing card.
 2. Cardholder profile does not include the identified merchant category code (MCC) associated with the transaction.
 3. Transaction(s) flagged as fraudulent.
 4. Blocked/prohibited merchant(s).
 5. Purchase is over cardholder's single transaction limit and/or monthly credit limit.

16. TAXES AND FEES

- A. Pinellas County is exempt from State and Local Sales and Use Taxes and carries a tax-exempt certificate. Tax should not be charged when purchasing goods/services within the State of Florida.
- B. The County's tax-exempt certificate identification number is printed on the face of the purchasing card and should be honored by the merchant. Cardholders may need to contact Customer Service for online or in-person sales tax exemptions.
- C. It is not cost-effective for a department to seek a credit from the vendor for the Florida sales tax charges when the charge amount of the sale is \$100.00 or less. However, a department may elect to establish a lower dollar amount for seeking a credit for sales tax.
1. If tax is accidentally charged, the cardholder is responsible for contacting the merchant for a credit. Tax charges cannot be disputed through the formal dispute resolution process(es).

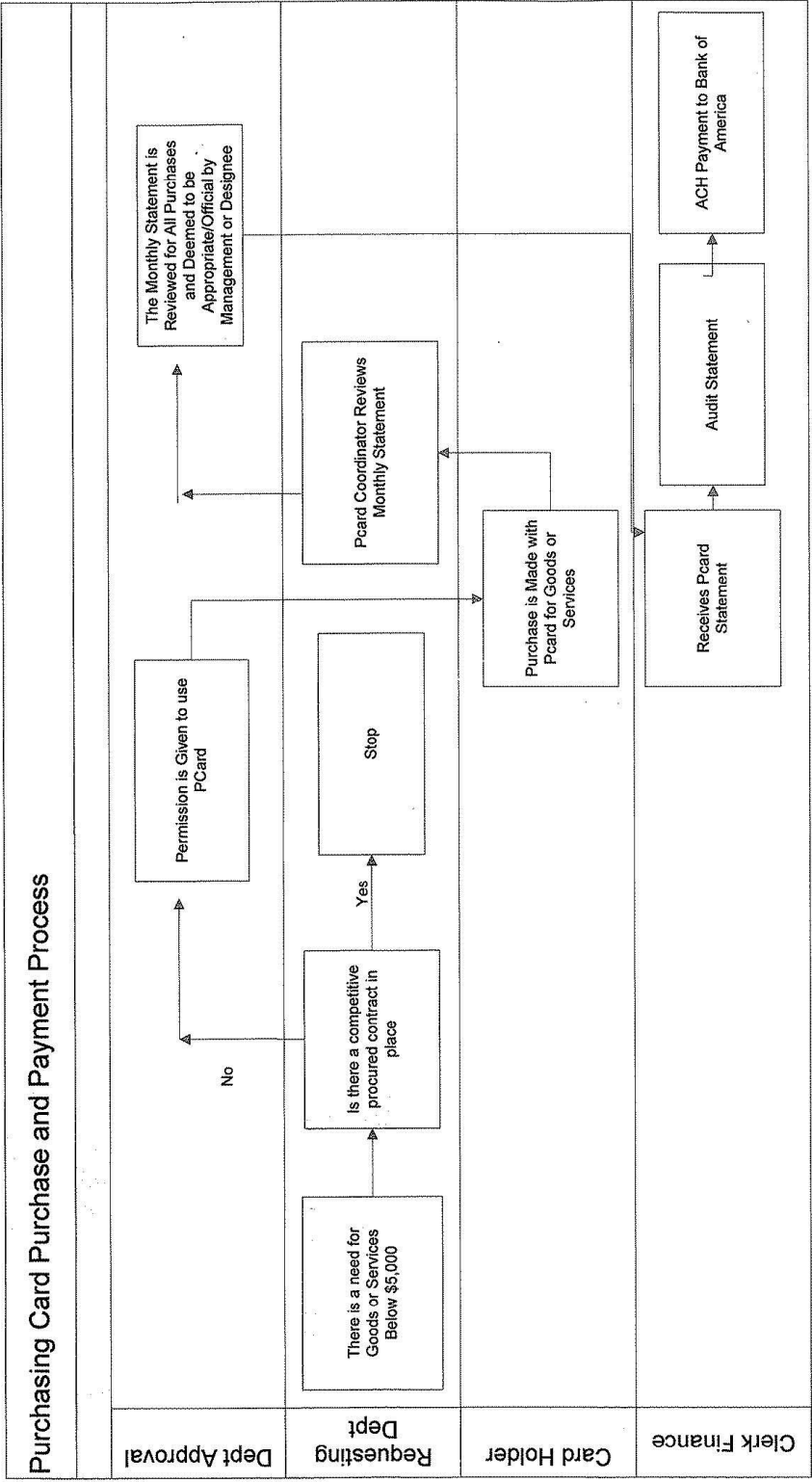
- D. Purchases made in other states are generally subject to that state's taxes, including goods/services purchased while traveling or rendered in another state. Merchants and states may honor the County's Florida tax exemption upon request.
- E. Credit card transaction/convenience/service and processing fees are allowable at the department's discretion. If a supplier will accept a County purchase order, and the issuance of a purchase order is more cost effective, the department should requisition the purchase.
- F. Tariffs, International Transaction Fees, and Duty Tax are allowable at the department's discretion. If a supplier will accept a purchase order, and the issuance of a purchase order is more cost effective, the department should requisition the purchase.

17. SHIPPING TERMS

- A. Shipping must be Freight on Board (FOB) Destination.

18. MERCHANT/VENDOR RESPONSIBILITIES

- A. Vendors must comply with all applicable federal, state, and local laws. Vendor must operate under an established business with an active W-9, insurance, licenses, and permits, if applicable.
- B. Vendors accessing County property or systems must present a Certificate of Insurance (COI) naming, **"Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756"**, as the Certificate Holder and Additional Insured for General Liability. For additional insurance requirements/coverages, the department may consult Risk Management.
- C. Vendors must accept a purchasing card as a form of payment. If the vendor does not accept purchasing cards, a requisition may be entered for the purchase.



SECTION 16: JOB ORDER CONTRACTING PROCEDURE

1. DEFINITION

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

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

2. PURPOSE

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

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

3. PROCEDURE

1. Job Order Contractors shall be selected through an Invitation to Bid process utilizing the Capital Improvement bid boilerplate and contractors prequalified under the "building" category.
2. Award of JOC(s) shall be made to the contractor(s) offering the most advantageous bid, with all other evaluation factors considered.
3. The County shall take advantage of every construction delivery method (design bid build/design build/Construction Manager at Risk, etc.) including JOC but shall not use JOC exclusively.
4. JOC may at times be utilized for new construction when justified due to unique circumstances and may be utilized for simple and complex renovations.
5. Due to the fact that recurring construction type projects are not unique and typically do not involve time constraints, the use of competitive bidding for the purpose of attracting competition may be utilized in lieu of JOC. JOC can be utilized for recurring type construction projects (i.e. sidewalk, asphalt refurbishment) except as provided in paragraph 6 below.
6. If a requisitioning department requests to utilize JOC for recurring type construction projects due to a special need such as a time constraint or the unique aspect of the overall project, the requisitioning department will be responsible to provide justification which includes an analysis demonstrating that JOC is on equal terms pertaining to cost and other factors when compared to other construction delivery methods. Such analysis may consist of one or more of the following:
 - Market Research
 - Review of past County and other agency contracts
 - Rationale for utilizing JOC as compared to other construction delivery systems
 - Competitive quotation/bid for a single project within the recurring list of projects

7. JOC work orders shall typically be considered for projects up to \$500,000 expenditure per order. Projects in excess of \$500,000 may be considered viable for JOC delivery based upon the type of project. In addition, projects that require selective demolition, investigation and development of pricing and construction in a series of controlled phases may lend themselves to JOC delivery even if they exceed the \$500,000 threshold.
8. The JOC process shall be administered by those departments with their respective JOC contracts in conjunction with the JOC program consultant. Administering departments shall be responsible for the overall management of the JOC program including but not limited to:
 - Monitoring the quality and responsiveness of the JOC contractors. JOC is a performance-based delivery system and established where the strong performing contractors are utilized.
 - In conjunction with JOC consultant, establish cure meetings with contractors. Cure meetings with contractors shall typically be the responsibility of the requisitioning department.
 - Adherence to policy regarding types of work allowed under the program and dollar expenditure per work order.
9. The requisitioning department shall be responsible for administering work orders under the JOC program.

SECTION 17: ADMINISTRATIVE PURCHASING POLICY FOR PURCHASES UTILIZING FEDERAL GRANT FUNDS

1. PURPOSE

To establish standards for the procurement of supplies and other expendable property, equipment, real property and other services purchased with federal funds.

2. SCOPE

This policy applies to all purchases for goods or services and all contracts or leases made using direct awards and pass-through awards of federal funds.

3. POLICY

It is the policy of Pinellas County Government that officers, employees, and agents of Pinellas County shall comply with all applicable Federal laws in the procurement of any assets or services utilizing federal funds, whether awarded directly or indirectly from a Federal Entity. All officers, employees, and agents of the County shall also comply with the specific requirements of any federal contract or federal grant award. Further, all officers, employees, and agents of Pinellas County shall comply with all requirements outlined under 2 CFR Part 200 when executing procurements using federal funds, including but not limited to the following:

1. The Pinellas County shall comply with all general procurement requirements as outlined in 2 CFR 200.318.
2. Pinellas County Government shall comply with all applicable state and local laws and regulations, provided that the procurements also conform to applicable Federal law and standards.
3. Pinellas County Government shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
4. Officers, employees, and agents of Pinellas County Government shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. Pinellas County employees that violate this policy will be subject to the disciplinary process outlined per Human Resource Policy.
5. Pinellas County Government shall avoid acquisition of unnecessary or duplicative items. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
6. Officers, employees, and agents of Pinellas County Government are encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
7. Pinellas County Government shall use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
8. Pinellas County Government shall use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
9. Pinellas County Government shall award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resource.

10. Pinellas County Government shall maintain records sufficient to detail the history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection and the basis for the contract price.
11. Pinellas County Government may use time and material type contracts only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and material type contract means a contract whose cost to a non-Federal entity is the sum of:
 - a. The actual cost of materials; and
 - b. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
12. If a time and material contract is necessary, Pinellas County shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
13. Pinellas County Government shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes and claims.
14. Pinellas County Government shall comply with all requirements as outlined in 2 CRF 200.321 regarding inclusive contracting practices with small and minority businesses, women's business enterprises, and labor surplus area firms.
15. Pinellas County Government shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are given opportunities to compete.
16. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
17. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 - a. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
 - b. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - c. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
18. Officers, employees, and agents of Pinellas County Government shall comply with all requirements as outlined in 2 CRF 200.322 regarding the procurement of recovered materials.

Pinellas County Government and its contractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that improves energy and resource recovery; and

establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pinellas County Government shall comply with all requirements as outlined in 2 CRF 200.320 regarding the allowable methods for procurement utilizing federal funds and shall also comply with County Purchasing Policy. The allowable purchasing methods and requirements include:

- (2) Purchases up to \$10,000 Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable. To the extent practicable, Pinellas County shall distribute micro-purchases equitably among qualified suppliers. Procurements must also comply with all other requirements for competition under Pinellas County Purchasing Policy.
 - (3) Purchases above \$10,000 and below \$150,000: Price or rate quotations must be obtained from an adequate number of qualified sources. Procurements must also comply with all other requirements for competition under Pinellas County Purchasing Policy
 - (4) Purchases of \$150,000 or more must comply with all requirements for competition under Pinellas County Purchasing Policy and should also include one of the following options:
 - i. Procurement by sealed bids with formal advertising is required. Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction
 - ii. Should sealed bids be used, they shall ensure an adequate number of suppliers and a detailed invitation for bid that includes the time and place for bid;
 - iii. A firm fixed price contract will be granted to the lowest responsive bidder;
 - iv. Any bid may be rejected if there is a sound documented reason.
 - v. Procurement by competitive proposals may be used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
 - vi. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - vii. Proposals must be solicited from an adequate number of qualified sources;
 - viii. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - ix. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - x. The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
19. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

The item is available only from a single source;

- i. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- ii. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- iii. After solicitation of a number of sources, competition is determined inadequate.

SECTION 18: DEFINITIONS

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

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

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

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

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

AGENCIES means departments or offices created by special act or interlocal agreement, including but not limited to the Pinellas Planning Council, the Pinellas County Construction Licensing Board and Business Technology Services.

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

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

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

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

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

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

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

AUTHORIZED DEVIATION - Deviations specifically permitted by contracting authority.

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

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

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

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

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

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

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

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

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

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

BID GUARANTEE - See bid bond, bid deposit.

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

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

BID SECURITY - See bid bond, bid deposit

BIDDER - One who submits a response to an IFB.

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

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

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

BOARD means the Board of County Commissioners of Pinellas County, Florida.

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

BONA FIDE - In good faith.

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

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

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

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

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

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

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

BUSINESS DAY means any calendar day from 7:00 a.m. to 5:00 p.m. EST, except a Saturday, Sunday or county observed holiday.

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

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

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

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

CPI - Consumer Price Index

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTITUTIONAL OFFICER means one or more of the following: clerk of circuit court and comptroller, property appraiser, sheriff, supervisor of elections, and tax collector.

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

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

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

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

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

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

CONTRACT, FIRM FIXED PRICE - A contract that provides for a price not subject to any adjustment by reason of the cost experience of the contractor in the performance of the contract. Used for contracts awarded after formal

bidding; also used in negotiated contracts when reasonably definite specifications are available, and costs can be estimated with reasonable accuracy to enable the negotiation of a fair price.

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

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

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

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

COUNTY means Pinellas County, Florida, a political subdivision of the State of Florida.

COUNTY FACILITIES shall mean any land, buildings or structures owned or controlled by the county.

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

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

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

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

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

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

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

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

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

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

DESTINATION - The place to which a shipment is consigned.

DIRECTOR - means the Pinellas County Purchasing Director.

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

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

DOCKAGE - A charge for the use of a dock.

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

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

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

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

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

EVALUATION CRITERIA means the basis upon which the county will rely to determine acceptability of a response to a competitive solicitation, as stated in the solicitation document, or this division.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LEGAL NOTICE - See Formal Advertising

LESSEE - One to whom a lease is granted.

LESSOR - One who grants a lease.

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

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

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

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

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

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

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

MANAGER - The individual who manages.

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

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

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

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

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

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

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

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

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

MODIFICATION - A formal alteration or change to a contract.

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

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

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

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

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

NAPM - National Association of Purchasing Management (Organization)

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

NON-COMPETITIVE PURCHASE - means a purchase that is not required to be made pursuant to a formal county-initiated competitive solicitation because a justification exists demonstrating that competitive selection is

unnecessary, inappropriate or otherwise not in the best interest of the county under the circumstances. Such purchases may be made with no competition or with such competition as is practical and appropriate under the circumstances, as determined by the director.

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

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

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

OFFER - To bid, to present for approval.

OFFEREE - A person to whom an offer is made.

OFFEROR - A person who makes an offer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PETTY CASH - See imprest funds.

PHYSICAL INVENTORY - See inventory.

PIGGYBACKING - means a form of intergovernmental cooperative purchasing in which an entity will be given the pricing and terms of a contract entered into by a larger entity. Generally, the larger entity will competitively award a contract that will include language allowing for other entities to use the contract to their advantage in terms of pricing, thereby gaining economies of scale that they normally would not receive if they competed on their own.

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

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

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

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

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

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

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

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

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

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

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

PUBLIC NOTICE - means the required notification or advertisement of an invitation to bid, request for proposal, or other competitive solicitation provided for in this division, to be given to vendors for a reasonable period of time, as determined by the director, which shall, at a minimum, include: (i) direct notice to vendors by the Pinellas County Purchasing Division ("purchasing division"); (ii) posting notice or a link (which contains notice) on the purchasing division e-bidding website; and (iii) notice in a newspaper of general circulation, when required by applicable law. The public notice shall describe the goods and/or services sought, and state the date, time and place of the bid, proposal, or other solicitation opening.

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

PURCHASE ORDER - means the county's obligating document used to evidence the existence of a purchase or sales transaction with a vendor at the time of the order (i.e., description of the requested items, cost of items being purchased, delivery schedule, terms of payment, transportation). Acceptance of a purchase order by a vendor shall constitute a contract where there is no other contract document in place, in accordance with the Purchase Order Usage Policy, and constitutes an encumbrance to a transaction, which is a commitment of appropriated funds to purchase an item or service; to encumber funds means to set aside or commit funds to a specified future expenditure. The financial obligation to a vendor starts with the issuance of a purchase order and not at the point of approval or award of a written contract.

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

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

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

PURCHASING DIVISION - means the department within the County that administers the policies and procedures regarding the purchase of commodities and services.

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

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

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

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

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

PURCHASING PROCEDURE - A mode of conducting purchasing activities.

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

QPL - See Qualified Products List.

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

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

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

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

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

QUANTITY - Amount or number.

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

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

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

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

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

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

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

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

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

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

RESPONSIBLE WITH RESPECT TO BIDDER OR PROPOSER - means a vendor who has submitted a bid or proposal, who has the capability, as determined by the county, in all respects to perform fully the contract requirements and who has the integrity and reliability which will give reasonable assurance of good-faith performance, which includes, but is not limited to those specified in section 2-161(a)(1)a.—j.

RESPONSIVE WITH RESPECT TO BIDDER OR PROPOSER - means a vendor who has submitted a bid or proposal, which conforms in all material respects, as determined by the county, to the bid or proposal solicitation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLIER - Furnishes, vendor.

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

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

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

TERMS OF CONTRACT - Stipulations made in contracts.

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

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

TIE-BID - See Identical Bid

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

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

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

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

VENDOR - means an actual or potential supplier of goods and/or services..

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

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

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

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

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

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

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

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

SECTION 19: APPENDICES

Appendix A – Pinellas County Code ~ Definitions

1. **Subdivision I. - In General**

[Sec. 2-156. - Definitions.](#)

[Sec. 2-157. - Purpose.](#)

[Sec. 2-158. - Applicability.](#)

[Sec. 2-159. - Principal public purchasing official.](#)

[Sec. 2-160. - Waiver of provisions.](#)

[Sec. 2-161. - Bidder qualifications and debarment.](#)

[Sec. 2-162. - Protest procedure.](#)

[Sec. 2-163. - Bid and contract security.](#)

[Sec. 2-164. - Intergovernmental relations.](#)

[Sec. 2-165. - Affirmative assistance to small and disadvantaged businesses.](#)

[Secs. 2-166—2-175. - Reserved.](#)

2. **Sec. 2-156. - Definitions.**

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

Agencies means departments or offices created by special act or interlocal agreement, including but not limited to the Pinellas Planning Council, the Pinellas County Construction Licensing Board and Business Technology Services.

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

Business day means any calendar day from 7:00 a.m. to 5:00 p.m. EST, except a Saturday, Sunday or county observed holiday.

Constitutional officer means one or more of the following: clerk of circuit court and comptroller, property appraiser, sheriff, supervisor of elections, and tax collector.

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

County facilities shall mean any land, buildings or structures owned or controlled by the county.

Director means the Pinellas County Purchasing Director.

Evaluation criteria means the basis upon which the county will rely to determine acceptability of a response to a competitive solicitation, as stated in the solicitation document, or this division.

Noncompetitive purchase means a purchase that is not required to be made pursuant to a formal county-initiated competitive solicitation because a justification exists demonstrating that competitive selection is unnecessary, inappropriate or otherwise not in the best interest of the county under the circumstances. Such purchases may be made with no competition or with such competition as is practical and appropriate under the circumstances, as determined by the director.

Piggybacking means a form of intergovernmental cooperative purchasing in which an entity will be given the pricing and terms of a contract entered into by a larger entity. Generally, the larger entity will competitively award a contract that will include language allowing for other entities to use the contract to their advantage in terms of pricing, thereby gaining economies of scale that they normally would not receive if they competed on their own.

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

Purchasing Division means the department within the County that administers the policies and procedures regarding the purchase of commodities and services.

Purchase order means the county's obligating document used to evidence the existence of a purchase or sales transaction with a vendor at the time of the order (i.e., description of the requested items, cost of items being purchased, delivery schedule, terms of payment, transportation). Acceptance of a purchase order by a vendor shall constitute a contract where there is no other contract document in place, in accordance with the Purchase Order Usage Policy, and constitutes an encumbrance to a transaction, which is a commitment of appropriated funds to purchase an item or service; to encumber funds means to set aside or commit funds to a specified future expenditure. The financial obligation to a vendor starts with the issuance of a purchase order and not at the point of approval or award of a written contract.

Responsible with respect to bidder or proposer means a vendor who has submitted a bid or proposal, who has the capability, as determined by the county, in all respects to perform fully the contract requirements and who has the integrity and reliability which will give reasonable assurance of good-faith performance, which includes, but is not limited to those specified in section 2-161(a)(1)a.—j.

Responsive with respect to bidder or proposer means a vendor who has submitted a bid or proposal, which conforms in all material respects, as determined by the county, to the bid or proposal solicitation.

Sole source purchase means research has determined there is only one potential vendor for an item.

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

3. Sec. 2-157. - Purpose.

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

4. Sec. 2-158. - Applicability.

- A. This division applies to the procurement of goods and/or services entered by the County. This division shall apply to every expenditure of public funds by the County for public purchasing, irrespective of the source of the funds. Nothing in this division shall prevent the County from complying with all laws and the terms and conditions of any grant.
- B. Any of the Constitutional Officers or Agencies may utilize all or part of the County's purchasing process without the obligation of complying with the full procedures.

5. Sec. 2-159. - Principal Public Purchasing Official.

- (a) Except as otherwise provided in this division, the director, or the designated official within the purchasing division, when authorized by the director in writing, shall serve as the principal public purchasing official for the county, shall be responsible to the board and shall be responsible for the procurement of goods and services in accordance with this division. Additionally, the purchasing division shall serve as a servicing agency for the constitutional officers and agencies, as directed by the board.
- (b) In accordance with this division and any other applicable laws, the director, or the designated official within the purchasing division, when authorized by the director in writing, shall:
 - (1) Procure or supervise all goods and/or services needed by the county;
 - (2) Approve all purchase orders, regardless of amount, for all goods and/or services procured as authorized in this division;
 - (3) Provide assistance to agencies in the sale, trade, or disposal of surplus supplies and tangible personal property;
 - (4) With the exception of contract review policies approved by the board, have the authority and responsibility to establish and maintain written administrative procedures governing procurement of goods and/or services, in accordance with this division and purchasing policies adopted by resolution of the board ("purchasing manual"). Once developed, and as amended, the administrative procedures

implementing this division and purchasing policies adopted by the board shall be approved by the county administrator.

- (c) The director may not delegate procurement authority to other county officials, except as authorized herein, or except as authorized pursuant to rules and regulations adopted by the board.

6. Sec. 2-160. - Waiver of Provisions.

The Board may waive any provision of this division by resolution.

7. Sec. 2-161. - Bidder Qualifications and Prequalification's; Suspension and Debarment.

(a) *Qualifications.*

1. Responsible and responsive bidder who submits the lowest bid. In determining the responsible and responsive bidder who submits the lowest bid, in addition to price, due diligence will be conducted and the following factors, shall be considered, as a minimum:
 - a. The ability, capacity and skill of the bidder to perform the contract;
 - b. Whether the bidder can perform the contract promptly, or within the time specified, without delay or interference;
 - c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - d. The quality of performance of previous contracts;
 - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract;
 - f. The sufficiency of the financial resources and ability of the bidder to perform the contract;
 - g. The quality, availability and adaptability of the goods and/or services to the particular use required;
 - h. The ability of the bidder to provide future maintenance and service;
 - i. The number and scope of conditions attached to the bid;
 - j. The ability to meet insurance requirements. k. The status as to the Vendor's debarment or suspension by Pinellas County or
 - k. another public entity.
 - l. The ability of a Vendor to bond construction activities as required in the bid documents.

2. *Qualification of vendors for construction.* The County will consider vendors for construction, prequalified, if the vendor is considered eligible by the Florida Department of Transportation ("FDOT"). Vendors prequalified by FDOT are presumed to be qualified to perform the work, pursuant to F.S. § 255.20.

Vendors who are not prequalified by the FDOT, wishing to bid on the County's construction projects in excess of \$150,000.00, are required to be qualified in accordance with the criteria and procedures set forth in the County's bid process prior to bid opening.

Qualification through the bid process is not a conclusive determination of responsibility, and a prequalified FDOT bidder may be rejected as a non-responsible bidder on the basis of subsequently discovered information.

- (b) *Suspension and debarment.* Maintaining the integrity of the public contracting and purchasing process is vital and a matter of great public interest. Selecting and contracting with highly qualified vendors that engage in ethical and responsible business practices protects the public and supports the integrity of the public contracting and procurement process. Because the opportunity to participate in competitive procurements or to supply goods and/or services to the county is a privilege, not a right, this privilege should be denied to vendors that engage or are involved in activities or actions, as described herein, that adversely impact the

quality of goods and/or services provided to the county for the benefit of the public. In those instances, it is in the best interests of the public to disqualify vendors by suspension or debarment from consideration for award of contracts, or work on existing contracts, based upon documentation that the grounds for suspension or debarment exist, as provided herein.

(1) *Suspension.* A vendor shall be suspended for a period of two years or until the conditions described herein have been rectified or resolved, whichever occurs first, as determined by the director based upon the following:

- a. The county has formally declared the vendor in breach of a contract that has resulted in the termination of the contract by the county for failure to comply with the conditions, specifications or terms of a contract with the county; or
- b. The county has formally disqualified or declared a vendor's bid, quotation, or proposal non-responsive, based on the vendor's fraud or misrepresentation; or
- c. The vendor is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; or is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, fraud, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county government contractor; or
- d. The vendor becomes insolvent, has proceedings in bankruptcy instituted against it, or has a receiver or trustee appointed over its property; or
- e. The vendor has three or more violations of the code as defined in section 1-8 of the Code in any two-year period arising from or related to vendor's business activities, as determined in a court or administrative proceeding, including by plea; or
- f. The vendor and the county are engaged in proceedings (i.e., court proceedings, arbitration, or administrative proceeding) arising from or related to the vendor's performance of a contract with the county, in which the vendor and the county have positions adverse to each other. To the extent that vendor is indemnifying and defending the county, the positions are not considered adverse; or
- g. The vendor is suspended by another government entity.

(2) *Debarment.* A vendor shall be permanently debarred by the director based on the following:

- a. The county obtains a judgment in an adversarial proceeding between the county and the vendor (i.e., court proceeding, arbitration, or administrative proceeding) arising from the vendor's performance of a contract with the county which remains unsatisfied for a period of 30 days from the expiration of any appeal period or final resolution of any appeal; or
- b. Vendor conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor's business activities stated in subsection (b)(1)c. above; or
- c. Vendor is debarred by another government entity.

(3) *Public entity crime.* Notwithstanding any other provision herein, any vendor who has been convicted of a public entity crime, as defined by F.S. § 287.133, shall not be able to transact business with the county to the extent specified in the statute.

(4) *Notification to suspend or debar.* The director shall issue written notification to suspend or debar the vendor based on documentation of the existence of one or more of the conditions described herein. The suspension or debarment shall take effect as of the date stated in the notification. The notification shall state the basis for the action taken and the period of the suspension, or that the vendor has been debarred. Prior to issuance of written notification, the director may schedule an informational meeting with the vendor to review the documentation supporting the suspension or debarment. The only issue that shall be considered at the informational meeting is whether the condition giving rise to the suspension or debarment has occurred.

(5) *Effects of suspension and debarment.*

- a. Suspended or debarred vendors are not eligible for award of contracts or additional work on existing contracts during the period of suspension or during debarment; from having any bids, proposals, quotations or qualifications considered by the county or responding to other solicitations of the county; and from conducting business with the county as a subcontractor, representative, or joint venturer of other vendors.
- b. Any business entity controlled by or affiliated with any suspended or debarred vendor may also be prohibited from contracting with the county if the relationship or affiliation is such that the person or business entity by reason of the relationship with the ineligible vendor could directly benefit from the contract. Such factors as ownership interest, one or more members of the board of officials in common, control of one entity by the other, interlocking or shared management or principals, and limited management and ownership among family members shall be considered in determining ineligibility under this section of this article.

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

8. Sec. 2-162. - Protest Procedure.

- (a) **Right to Protest.** A Vendor who is aggrieved by the contents of the bid or proposal package, or a Vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the Director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed.
- (b) **Posting.** The Purchasing Division shall post the recommended award on or through the departmental e-bidding website.
- (c) **Requirements to Protest.**
 1. If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full Business Day after issuance of the bid or proposal package.
 2. If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full Business Day after posting of the award recommendation.
 3. The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and

specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

4. A formal written protest is considered filed with the County when the Purchasing Division receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the Purchasing Division. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder or proposer.
- (d) Sole Remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award.
- (e) Lobbying. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the Purchasing Division's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.
- (f) Time Limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal.
- (g) Authority to Resolve. The Director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full Business Day after the filing thereof.
- (h) Review of Director's Decision.
 1. The protesting party may request a review of the Director's decision to the county administrator by delivering written request for review of the decision to the Director by 5:00 p.m. EST on the fifth full Business Day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the Director.
 2. The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full Business Day after receipt of the request for review. The decision shall be final and conclusive as to the County unless a party commences action in a court of competent jurisdiction.
- (i) Stay of Procurement During Protests. There shall be no stay of procurement during protests.

9. Sec. 2-163. - Bid and Contract Security.

A. Bid Security.

1. Requirement for Bid Security. Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the Director to exceed \$150,000.00. Bid security shall be in a form satisfactory to the county attorney. Nothing herein shall prevent the requirement of such security on other contracts when the circumstances warrant.
2. Amount of Bid Security. Bid security for all other competitive sealed bids and proposals shall be in an amount equal to at least five (5) percent of the amount of the bid, unless the Director determines that the nature of the industry is such that the bid security requirement would work a hardship on most potential bidders.

- B. Contract Security.** When a construction contract is awarded in excess of \$150,000.00, security shall be provided in conformance with the minimum requirements of F.S. § 255.05.

1. A performance bond satisfactory to the county attorney, executed by a surety insurer authorized to do business in the state as a surety, in an amount equal to 100 percent of the price specified in the contract, conditioned that the contractor perform the contract in the time and manner prescribed in the contract; and
2. A payment bond satisfactory to the county attorney, executed by a surety insurer authorized to do business in the state as a surety, in an amount equal to 100 percent of the price specified in the contract, conditioned that the contractor promptly make payments to all persons supplying labor, materials or services used directly or indirectly in the performance of the work provided for in the contract, and who are claimants as defined in F.S. § 255.05(1)
3. In lieu of the bonds required herein, a contractor may file an alternative form of security, in accordance with F.S. § 255.05(7).

C. Authority to Require Additional Security. Nothing in this section shall be construed to limit the authority of the County to require additional security.

10. Sec. 2-164. - Intergovernmental Relations.

The purchasing division may acquire from, or use any goods or services belonging to, another public procurement unit independent of the requirements of subdivision II of this division, pertaining to source selection and contract formation, unless prohibited by law. Cooperative and piggybacking.

- (1) *Cooperative purchasing authorized.* The purchasing division may either participate in, sponsor, conduct or administer a cooperative purchasing contract for the procurement of any goods, services or construction with one or more public procurement units. Such cooperative purchasing may include, but is not limited to, joint or multiparty contracts between public procurement units and open-ended state or federal public procurement unit contracts which are made available to local public procurement units.
- (2) *Piggybacking purchasing authorized.* The purchasing division may piggyback an existing contract to acquire the same commodities or services at the same or lower price from another public entity contract. Such piggybacking purchasing may include state or federal public procurement contracts which are made available to public entities. Economies of scale must be followed, where there exists a price advantage, meaning, the piggyback purchase must match the needs, specifications, and scope of the County, so that the County may take advantage of the pricing, due to a larger entity procuring a greater volume of goods and/or services than if the County were to procure on its own (i.e. the volume or quantity of a large purchase and the savings realized by the entity because of the size of that purchase). The Director will make the final determination as to whether the existing contract from the public entity meets the criteria for use by the County as an authorized piggyback purchase.
- (3) *Approval authority for contracts of \$250,000.00 or less.* Approval of contracts for cooperative or piggyback purchasing and acquisition or use of goods under this section which are \$150,000.00 or less in a fiscal or calendar year shall be granted to the director, and which are more than \$150,000.00 and do not exceed \$250,000.00 in a fiscal or calendar year shall be granted to the county administrator or his/her designee.

(b) State of Florida contracts and required purchases.

- (1) State of Florida bid or negotiated contracts. The county administrator is authorized to approve piggyback contracts for purchases of goods and/or services in any amount within the budget of the using department under a State of Florida contract that was competitively solicited and awarded. The director is authorized to award contracts for the purchase of goods and/or services for \$150,000.00 or less under a State of Florida piggyback.
- (2) Purchases of goods required to be made from qualified nonprofit agencies for the blind or severely disabled. Purchases of goods required to be made from qualified nonprofit agencies for the blind or severely disabled pursuant to state law may be authorized by the county administrator in any amount within the budget of the using department.
- (3) Reports to the board. For purchases in excess of \$250,000.00 made pursuant to this section, the county administrator shall place a receipt and file a report to the board at the end of each fiscal quarter.

11. Sec. 2-165. - Small Business Enterprises.

The Board of County Commissioners recognizes that the County's growth and prosperity depends on the full participation of all its citizens and businesses and is firmly committed to the principles of equal opportunity, supplier diversity, and equity.

In order to increase the impact of County purchases on the growth and prosperity of the Pinellas County community, the Director is authorized to develop and implement programs to increase the access and participation of regional small businesses. A program established pursuant to this provision may depart from otherwise applicable provisions governing bidder eligibility and contract award, provided that such departures are related to the goals of maximizing small business participation, ensuring County expenditures are retained within a defined region, and promoting economic development in Pinellas County.

12. Secs. 2-166 — 2-175. - Reserved.

13. Subdivision II. - Source Selection and Contract Formation

14. Sec. 2-176. - Competitive Sealed Bidding.

- A. Conditions for Use. Unless procured pursuant to another process authorized by law or this Code, all contracts of the County for the purchase of goods and/or services valued in excess of \$150,000.00 shall be awarded by competitive bidding, unless an exception applies as indicated in Section 3.3.A.4 of this policy manual.
- B. Invitation to Bid. An invitation to bid shall be issued and shall include specifications and conditions applicable to the procurement and shall indicate the deadline for bid submittal and the time of bid opening.
- C. Bidders List. The Director shall develop and implement procedures to promote competition among Vendors by posting Public Notice of the bid and notifying Vendors of the opportunity.
- D. Bid Opening. Bids shall be opened publicly in the presence of one (1) or more witnesses at the time and place designated in the invitation to bid. The name of each bidder and other relevant information deemed appropriate to properly identify each bid shall be recorded.
- E. Bid Receipt and Bid Evaluation. Bids shall be received and evaluated in accordance with the requirements established in the bid documents.
- F. Award. The County will enter a contract with the Responsible and Responsive bidder who submits the lowest bid in accordance with Sec. 2-188 of this code.
- G. Tie Bids. If two (2) or more bids received are for the same total amount or unit price, or in the case of proposals, the qualifications, quality and service are equal, the contract shall be awarded by drawing lots in public.

15. Sec. 2-177. - Competitive Sealed Proposals.

- A. Request for Proposals. When the goods and/or services to be acquired dictate that the use of competitive sealed bidding is not practicable, reasonable or advantageous to the County, a contract may be entered into by use of the competitive sealed proposals method and Public Notice shall be given.
- B. Receipt of Proposals. No proposals shall be opened until the time designated in the Public Notice of the request for proposals.
- C. Evaluation Factors. The request for proposals shall state the Evaluation Criteria, including, but not limited to, price, Vendor approach and methodology, capability and experience.
- D. Evaluation of Proposals. Proposals shall be evaluated and awarded as provided in the terms of the request for proposal.

- E. Award. The County will enter a contract with the Responsible and Responsive proposer who submits the proposal which best meets the Evaluation Criteria. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

16. Sec. 2-178. - Contracting for Designated Professional Services.

- A. Consultants' Competitive Negotiation Act. Contracts for architectural, professional engineering, landscape architectural and registered land surveying and mapping services shall be procured in accordance with F.S. § 287.055, referred to as the Consultants Competitive Negotiation Act (CCNA). All contracts for CCNA services shall be procured under the supervision of the Director and the Purchasing Division.
- B. Design-Build and Construction Management Services. Design-build and construction management services, as defined in F.S. § 287.055 and § 255.103, respectively, shall be procured pursuant to the process defined in the CCNA, unless the County, through the Director, elects to bid construction management and design-build contracts through an invitation to bid or request for proposal process, as provided in F.S. § 255.20(1), where price is considered in the award process.
- C. CCNA Oversight. The county administrator shall appoint a minimum of three (3) members of his/her executive management team to provide oversight for the CCNA process. Such oversight will include, but not be limited to, composition of evaluation committees, evaluator pool members, the evaluation process, and any other matters deemed appropriate by the county administrator.
- D. Evaluator Pool. The Director shall be responsible for developing and maintaining a pool of qualified evaluators to participate in CCNA evaluation committees, who may consist of representatives from County departments, professional organizations, and internal and external subject matter experts.
- E. Evaluation Committee. The CCNA evaluation committee shall consist of at least three (3) but typically not more than seven (7) members (unless deemed to be in the best interest of the County) selected based upon their expertise and/or association with the project. The evaluation committee must consist of at least one (1) person from the requesting department (or the requesting division within a multi-divisional requesting department). The requesting department (or the requesting division within a multi-divisional requesting department) cannot have majority representation on the evaluation committee. The committee shall also include non-requesting department representatives, internal/external subject matter experts and local professional organization representatives (if deemed appropriate or necessary). Final composition and qualifications of evaluation committees shall be subject to the subsection titled "CCNA Oversight", above.
- F. Evaluation Criteria. Pursuant to the CCNA, the Evaluation Criteria for ranking shall include, but shall not be limited to, ability of the firm and its professional personnel; firm experience with projects of a similar size and type; firm's willingness and ability to meet the schedule and budget requirements; volume of work previously awarded by the county; effect of the firms recent/current and projected workload; minority business status; location; past performance; and when required, the public presentation.
- G. Ranking of Firms. The County, through the competitive proposal process, shall make a finding that the firm or individual to be employed is duly qualified to render the required services. The evaluation committee shall review submittals in response to the public solicitation and shall select, in order of preference, no fewer than three (3) firms deemed to be the most highly qualified, if at least three (3) firms respond to the solicitation. If less than three (3) firms respond, and after conducting due diligence, it is decided by the Director that every effort was made to comply with F.S. § 287.055 requirements, the County will interview the firms and proceed with the evaluation process. The evaluation committee may conduct public presentations with a minimum of three (3) firms (if three (3) firms submitted).
- H. Public Presentation. The Evaluation Criteria for public presentation shall include, but shall not be limited to, the firm's understanding of the project, ability to provide required services within the schedule and budget, qualifications and approach to the project.
- I. Contract Negotiations. Staff shall negotiate a contract with the number one ranked firm for professional services for compensation which is deemed to be fair and reasonable. Detailed discussions must be held

by the firm and the County to establish the scope of the project and the exact services to be performed by the firm. Should the County and the firm fail to agree upon the terms of an acceptable contract, negotiations with the top firm shall be terminated and negotiations with the second ranked firm shall commence. If again unsuccessful, the process is repeated with the next ranked firm. This process is continued until the parties enter a contract, the project is abandoned, or the procurement process is otherwise terminated.

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

- J. Professional Services Not Subject to CCNA. Notwithstanding the foregoing provision of this section, the noncompetitive procurement of contracts for legal, medical, independent certified public accounting, expert witnesses, catering services (as defined by the State of Florida) or other professional services is hereby authorized by negotiation with organizations or persons on the basis of experience, skill, and financial capacity to perform and shall be approved as provided in Sec. 2-188. Notwithstanding the foregoing, selection of an independent financial auditor to perform a "financial audit" as defined by F.S. § 11.45(1)(c) and other audit functions as may be requested shall be by the following described procedure, as permitted by the Pinellas County Home Rule Charter and F.S. § 218.391. A selection committee shall be established consisting of a designee of the Board, the Clerk of the Circuit Court and Comptroller or his/her designee, the Director of the Office of Management and Budget or his/her designee, the Supervisor of Elections or his/her designee, the Tax Collector or his/her designee, the Property Appraiser or his/her designee, and the Sheriff or his/her designee. The selection committee shall prepare or cause to be prepared a request for proposal for independent financial auditor services, and the auditor shall be selected by competitive sealed proposal pursuant to Pinellas County Code, section 2-177.

17. Sec. 2-179. - Small Purchases.

- A. Generally. Any contract for \$150,000.00 in a fiscal or calendar year or less may be made in accordance with the small purchase procedures authorized in this section. A purchase shall not be artificially divided to constitute a small purchase under this section.
- B. Small Purchases of \$25,000.00 or More. Insofar as it is practical for small purchases of \$25,000.00 or more, no less than two (2) quotations shall be solicited. Award shall be made on the basis of lowest and best quotation.
- C. Small Purchases under \$25,000.00. The Director shall adopt operational procedures for making small purchases of less than \$25,000.00. Such procedures may provide for obtaining adequate and reasonable competition when deemed to be in the best interest of the County for the goods and/or services being purchased and shall require the maintenance of adequate written records to document the purchasing decision. Purchases below \$25,000.00 are not subject to competitive quotation.

18. Sec. 2-180. - Noncompetitive Purchases.

In addition to any other provision of law providing for noncompetitive selection of Vendors, Noncompetitive Purchases may be used as a procurement method when it is determined by the Director that no condition exists, for example a conflict of interest, which would make the purchase inappropriate, and one (1) of the following justifications exists:

1. the purchase constitutes a Sole Source Purchase;
2. there is only one (1) practicable and reasonable source for the purchase;
3. a noncompetitive purchase will result in verifiable financial savings to the County;
4. the purchase is intended as a trial program;

5. utilizing a competitive process will be detrimental to timely securing the goods or services;
6. the purchase is of used goods, materials, or supplies;
7. the purchase is for goods and/or services for resale to the public at public marinas, as defined in Sec. 90-3 of the Pinellas County Code;
8. the purchase pertains to a sponsorship, in which case it shall be conducted in accordance with the Sponsorship Policy established by the Board; or
9. the purchase is related to statutorily authorized tourism promotion services and/or activities.

19. Sec. 2-181. - Emergency Procurements.

- A. Generally. Notwithstanding any other provisions of this division, emergency purchases of goods and/or services may be made in the event of a disruption of essential operations, or when there exists a threat to public health, welfare or safety, or when the protection or preservation of public property would not be possible through normal purchasing procedures; provided that such emergency purchases shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular Vendor shall be forwarded to the Purchasing Division for the contract file.
- B. Award.
 1. Emergency purchases in excess of \$150,000.00 shall be authorized by the county administrator, as applicable. The county administrator shall place a receipt and file a report as to those emergency purchases in excess of \$150,000.00 and which do not exceed \$250,000.00 to the Board at the end of each fiscal quarter, and in addition, a written explanation of the circumstances of an emergency purchase in excess of \$250,000.00 shall be filed by the county administrator and entered in the minutes of the Board.
 2. Emergency purchases of a value less than or equal to \$150,000.00 shall be authorized by the Director, as applicable.

20. Sec. 2-182. - Other Solicitations.

The source selection methods described above should be appropriate for most procurements; however, in some circumstances there may be a need for a modified or alternative selection process. Accordingly, the Director may define such alternative solicitation processes in the Purchasing Manual, and choose such methods when appropriate and in the best interest of the County in the discretion of the Director, as follows:

1. Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, a solicitation may be issued requesting the submission of unpriced offers, or information relating to the experience and capabilities of the prospective bidders, to be followed by bids limited to those bidders whose offers or experience and capabilities have been determined to be acceptable under the criteria set forth in the first solicitation.
2. When the needs of the County are not sufficiently defined to pursue a request for proposal as described herein, the Director may choose to solicit by means of alternative methods, including but not limited to, a Request for Qualifications (RFQ), Request for Negotiations (RFN), Request for Information (RFI), or a solicitation for Letters of Interest (LOI), provided that the solicitation, to the extent possible under the circumstances, promotes the objectives stated in Sec. 2-157 of this code.

21. Sec. 2-183. - Reserved.

22. Sec. 2-184. - Purchases of Maintenance, Repair and Operating Supplies and Services.

- A. Routine County operations require the on-going purchase of maintenance, repair, and operating supplies and services ("MRO"), and therefore when exclusively used for the procurement of MRO requirements, contracts may be procured and increased in accordance with this section. MRO purchases include preventative or scheduled maintenance supplies and/or services such as hardware, tools, chemicals,

paints, paper products, office products and other consumables and associated services utilized for routine operation of the county in which the department operating budget would fund the contract. MRO purchases specifically exclude capital improvement projects or consulting services.

- B. Contracts for MRO requirements may be put in place to secure competitively procured pricing, and should establish the applicable pricing, unit costs, terms and conditions, estimated quantities and total expenditures. MRO contracts may be entered into in accordance with the authorities set out in Section 2-188 herein, however when increases to MRO contracts are needed, the county administrator is authorized, when such increase would otherwise exceed existing delegated authority, to increase estimated and authorized expenditures on any MRO contract in an amount not-to-exceed fifty percent (50%) of the initial award, which amount shall be cumulative over the term of the contract. Any increase beyond fifty percent (50%) of the initial award will require approval by the Board, or re-solicitation of the contract. All increases to contracts in excess of \$150,000.00 will be placed in a report and filed with the Board each fiscal quarter. The Director may increase estimated and authorized expenditures on any MRO contract in an amount not-to-exceed \$150,000.00 cumulatively over the term of the contract. The director also has authority to approve MRO contracts up to \$150,000.00 in accordance with section 2-188 herein. Increases in accordance with this Section must be made in compliance with the provisions of F.S. ch. 129, relating to the county budget.

23. Secs. 2-185 and 2-186. - Reserved.

24. Sec. 2-187. - Right to Audit.

This division establishes the authority to audit contract and pricing documents of Vendors. The right to audit would apply to those contracts which the Board determines to be of a nature to justify this provision. All Vendors may be required to retain contract and pricing documents for audit purposes for a minimum time period specified in the invitation to bids, request for proposals, request for quotations, contract, or other agreement with the County, which time period shall be computed beginning after the completion or termination of the contract.

25. Sec. 2-188. - Approval Authority.

- A. Approval Authority Generally. The county administrator or his/her designee and the Director or his/her designee, shall have authority to approve procurement related documents and instruments articulated in section 2-62 in accordance with the specified delegated financial authority limits under this division. Additionally, the director will have the authority to approve the following procurement documents: amendments for scrivener's errors or name changes, Purchase Orders (after the necessary approval process from the appropriate authority if not within the director's designated financial limit), solicitation documents including addendums, award and ranking notices, and notice to cure letters.
- B. Award of Contracts. Any Board contract, which has a value of \$150,000.00 or less in a fiscal or calendar year may be awarded and subsequently extended by the Director, or if the Director is unavailable, his/her designee; a contract to be awarded which does not exceed \$250,000.00 in a fiscal or calendar year may be awarded and subsequently extended by the county administrator or his/her designee; a contract to be awarded which exceeds \$250,000.00 in a fiscal or calendar year may be awarded only by the Board.
- C. Rejection of Bids/Proposals: The Purchasing Director may reject any or all bids/proposals or parts of bids/proposals, at any stage of the procurement process, when the public interest will be served.
- D. Contract Extensions. Any price adjustments or contract extensions included in a current contract awarded by the board, may be exercised and approved at the option of the county administrator or his/her designee, if, after review of the budget and past performance under the contract, the county administrator determines in his/her sole discretion that exercising those contract provisions is in the best interests of the county. The county administrator shall thereafter place a receipt and file a report on the consent agenda of the board at least quarterly.
- E. Purchasing Policies.

(1) The board grants the purchasing division the authority to establish and maintain any purchasing policies or procedures consistent with and in furtherance of the requirements of this ordinance and the Pinellas County Code. Once developed, implementing this policy must be approved by the county administrator. Any amendments to the policy must also be approved by the county administrator.

(2) The board grants the purchasing division the authority to establish and maintain any Purchase Order Usage Policy consistent with and in furtherance of the requirements of this ordinance and the Pinellas County Code. Once developed, implementing this policy must be approved by the county administrator. Any amendments to the policy must also be approved by the county administrator.

(3) The board grants the purchasing division, in consultation with the Clerk, and the Office of Management and Budget, the authority to establish and maintain an Expenditure Authorization and Encumbrance Policy consistent with and in furtherance of the requirements of this ordinance and the Pinellas County Code. Once developed, implementing this policy must be approved by the county administrator. Any amendments to the policy must also be approved by the county administrator.

26. Sec. 2-189. - Lobbying.

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

Lobbying of evaluation committee members, County government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the Board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

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

Any evaluation committee member, County government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the Director.

27. Secs. 2-190—2-195. - Reserved.

28. DIVISION 3. PROCEDURES FOR AWARD OF DESIGN-BUILD CONTRACTS

29. Sec. 2-196. Authority.

The county is authorized by F.S. § 287.055(10)(c) to adopt an ordinance governing the award of design-build contracts.

(Ord. No. 90-82, § 1, 10-16-90)

30. Sec. 2-197. Reserved.

Editor's note(s)—Ord. No. 10-09, § 7, adopted Feb. 16, 2010, deleted § 2-197, which pertained to definitions and derived from Ord. No. 90-82, § 2, adopted Oct. 16, 1990.

31. Sec. 2-198. Selection of design criteria professional.

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

(1) Design criteria package. The design criteria package shall be prepared and sealed by a design criteria professional employed or retained by the county. If the county enters into a professional services contract for the preparation of the design criteria package, the professional shall be selected and contracted with in accordance with the requirements of F.S. §§ 287.055(4) and 287.055(5). The professional preparing the design criteria package shall not be eligible to render services under a design-build contract executed pursuant to the package prepared by such professional.

(2) Selection/negotiation committee. A selection/negotiation committee, in this division referred to as the "committee," is hereby established which shall be composed of members designated by the director of purchasing.

(b) Public advertisement. The county shall publicly advertise in a uniform and consistent manner on each occasion when design-build services are required except in cases of valid public emergencies. The advertisement shall include a general description of the project and shall indicate how, and the time within which, interested design-build firms may apply for consideration.

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

(1) Firms must be properly certified to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent.

(2) Firms must be properly certified to practice or to offer to practice engineering, architecture, or landscape architecture.

(3) The firm shall be duly qualified to perform its proposed services under any other applicable law.

(Ord. No. 90-82, § 3, 10-16-90; Ord. No. 02-35, 5-7-02; Ord. No. 10-09, § 8, 2-16-10)

32. Sec. 2-199. Solicitation and negotiation of design build services.

(a) Solicitation. Requests for proposals shall be sent to all interested firms requesting that their qualifications, proposed design and price be submitted at a time and place certain. The request for proposal shall contain, at a minimum, the design criteria package; evaluation criteria based on price, technical and design aspects of the project; evaluating procedures and any other information pertinent to selection and award of the design-build contract. The committee shall determine the evaluation criteria and the evaluation process of each project.

(b) Evaluation. The committee shall review all proposals and identify no less than three firms (if at least three firms submitted proposals) deemed qualified to perform the required services based on firm qualifications, availability and past work of the firm. After short-listing, the committee shall open the envelopes containing the proposed design and the prices. The committee shall then rank the short-listed firms based on the evaluation criteria set forth on the request for proposal. The committee may require oral presentations of short-listed firms.

(c) Negotiation. After ranking, the committee shall attempt to negotiate a contract within the parameters of the design criteria package. Design-build contracts will be awarded under the provisions of Pinellas County Code, subsection 2-176(o) and other applicable provisions of this article.

(Ord. No. 90-82, § 4, 10-16-90; Ord. No. 10-09, § 9, 2-16-10)

33. Sec. 2-200. Reserved.

Editor's note(s)—Ord. No. 10-09, § 10, adopted Feb. 16, 2010, repealed § 2-200, which pertained to solicitation of qualified firms and derived from Ord. No. 90-82, § 5, adopted Oct. 16, 1990. See § 2-199 for similar provisions.

34. Sec. 2-201. Reserved.

Editor's note(s)—Ord. No. 10-09, § 10, adopted Feb. 16, 2010, repealed § 2-201, which pertained to selection of most suitable proposals and derived from Ord. No. 90-82, § 6, adopted Oct. 16, 1990; and Ord. No. 02-34, adopted May 7, 2002.

35. Sec. 2-202. Construction and supervision.

After award of the contract to the selected design build firm, the design criteria professional will provide evaluation of compliance with the design criteria package during the construction of the project. This will be in addition to any inspection procedures deemed necessary by the county administrator. The county administrator shall provide a procedure by which the contract with the retained design criteria professional may be terminated with or without cause prior to the evaluation stage if termination is deemed to be in the best interest of the county.

(Ord. No. 90-82, § 7, 10-16-90; Ord. No. 02-19, § 1, 3-19-02)

36. Sec. 2-203. Emergency measures.

In the event of a public emergency, the county administrator may declare an emergency and authorize negotiations with the best available design-build firm available at that time.

(Ord. No. 90-82, § 9, 10-16-90)

37. Sec. 2-204. Rule-making authority.

The county administrator shall have authority to establish rules and procedures to implement the provisions of this division.

(Ord. No. 90-82, § 10, 10-16-90)

38. Secs. 2-205—2-225. Reserved.

39. Severability.

If any Section, Subsection, sentence, clause, phrase, or provision of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such holding shall not be construed to render the remaining provisions of this Ordinance invalid or unconstitutional.

40. Areas Embraced.

Pursuant to Section 2.01 of the Pinellas County Charter, this Ordinance shall be effective in the incorporated as well as unincorporated areas of the County.

41. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Pinellas County Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to section, article or such other appropriate word or phrase in order to accomplish such intentions.

42. Subdivision VI - Filing of Ordinance; Effective Date.

Pursuant to Section 125.66, Florida Statutes, a certified copy of this Ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This Ordinance shall become effective upon filing of the ordinance with the Department of State.