

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS



PURCHASING MANUAL

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SECTION 1 INTRODUCTION

The purpose of this Purchasing Manual (“Manual”) is to establish specific directions and guidelines for all County Departments, Employees and Agents of the Martin County Board of County Commissioners (County) to use in procuring goods and services for a public purpose. The provisions of this Manual shall apply to every purchase of goods and services by County, unless an alternative purchasing procedure is required by federal or state law, grant provisions or the purchase of any goods or services obtained by or provided to County is pursuant to a contract which was executed prior to May 1, 2003, and which contains a provision that allows the County to extend the term or period of such contract. Any requirement of this Manual may be modified on a case-by-case basis by a majority vote of the Board.

SECTION 2 DEFINITIONS

The words defined in this section shall have the meanings set forth below whenever they appear in this Manual, unless; (1) the context in which they are used clearly requires a different meaning; or (2) a different definition is prescribed for particular part or provision.

Administrative Approval Request (AAR). A form used to request approval to: advertise Request for Qualifications, Proposals, or Bid for goods or services; award a bid or contract; approve a Selection Committee required for Consultants’ Competitive Negotiation Act (CCNA) services; execute a Task Order or Work Order under a continuing service agreement; request permission to purchase non-budgeted equipment; execute a single task construction contract change order or consultant contract amendment, or; execute a Technology Investment Plan (TIP) amendment.

Bid. A price offered by a vendor to furnish specific Goods, Services and/or Construction in response to a Request for Bids (RFB).

Board or BCC. The Board of County Commissioners of Martin County, Florida.

Certified Minority Business Enterprise. A business enterprise which has been certified by the State of Florida Department of Management Services as a minority business enterprise in accordance with the provisions of the “Small and Minority Business Assistance Act of 1985”.

Change Order. A contract modification that changes the specifications, statement of work, drawings, contract value or the contract performance time.

Construction. The process, usually requiring the professional services of an architect and/or engineer, of building, altering, repairing, improving, abating or demolishing any structure or building or other improvements of any kind to any real property. This does not include routine repair, operation or maintenance of existing real property.

Consultant’s Competitive Negotiation Act (CCNA) State law governing the procurement of Professional Services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional practice (287.055 Fla. Stat).

Consultant Services. Any narrow discipline wherein a known practitioner has, through education and experience, developed expert advisory and/or programming skills as a vocation; or any service performed primarily by vocational personnel which requires the analysis or certification of a professional before the services are acceptable to the user of the service; or any other advisory, study or programming activity, where the provider of any such consultant service is ordinarily obtained by means other than lowest price. This term shall not include construction or employment agreements.

Continuing Contract. A contract that allows for incremental execution using individual task orders.

Contract. Means (a) a deliberate verbal or written agreement between two or more competent parties to perform a specific act or acts; (b) any type of agreement regardless of what it is called for the procurement of goods, services, consultant services, or construction; and (c) a purchase order.

Contractor. Any person having a contract with the County

County. Board of County Commissioners of Martin County, Florida.

County Administrator. The County Administrator of Martin County, Florida, or such person's designee.

Department Director. The duly appointed Director of any department of County. For the purposes of this Manual, the term Department Director shall include the Assistant County Administrator and the County Attorney.

Design-Build Firm. A partnership, corporation, or other legal entity that (1) is certified under s. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or (2) is certified under s. 471.023 to practice or to offer to practice engineering; certified under s. 481.219 to practice or to offer to practice architecture; or certified under s. 481.319 to practice or to offer to practice landscape architecture.

Design-Build Contract. A single contract with a design-build firm for the design and construction of a public construction project.

Design Criteria Package. Concise, performance-oriented drawings or specifications for a public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, and parking requirements applicable to the project.

Design Criteria Professional. A firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

Designee. A duly authorized representative of a person holding a superior position.

Emergency Purchase. An expeditious purchase of goods, services, consultant services and/or construction to reduce an imminent or existing threat to the health, safety or welfare of persons or property within the County.

E-Payables. A method of payment whereby a vendor is issued a credit card number and notified by e-mail when payments are authorized.

Family. Parent, sister, brother, spouse, children, nieces, nephews, step-parent, step-children, step-brother, step-sister, half-brother, half-sister, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, aunts, uncles, grandchildren, and grandparents of a County employee, as well as members of the same household and their parent, sister, brother, children, nieces, nephews, step-parent, step-children, step-brother, step-sister, half-brother, half-sister. Daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, aunts, uncles, grandchildren and grandparents of a County employee.

Fixed Assets. Items with useful life over a year and valued over \$1,000.

Goods. Any tangible personal property other than real property.

Item. A single separate unit, article, product, material, or service.

Local Business. A business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Martin,

St. Lucie, Indian River or Okeechobee County for at least one year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed. Post office boxes shall not be used or considered for the purpose of establishing a physical address; and

2. Has had, for at least one year immediately prior to the date of the issuance of the request for competitive bids by the County, a current local Business Tax Receipt issued by Martin, Indian River, Okeechobee or St. Lucie County, if applicable.
3. Holds any license or competency card required by County; and
4. If the contract is awarded, will be the person or entity in direct privity of contract with the County and not as a subcontractor, other lower tier subcontractor, materialman or supplier.

Minority Business Enterprise. Any small business concern which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least fifty-one percent (51%) owned by minority persons, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession.

Minority Person. A lawful permanent resident of Florida who is:

1. A Black American – a person having origins in any of the Black racial groups in Africa.
2. A Hispanic-American – a person of Spanish or Portuguese culture, with origins in Mexico, South America, Central America, or the Caribbean, regardless of race.
3. An Asian American – a person having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
4. A Native American – a person having origins in any of the Indian Tribes of North America prior to 1835.
5. An American woman.

Non-local business. A bidder which is not a local business as defined herein

Personal Property. Property consisting of movable articles both physical, such as furniture or computers, or non-physical, as stocks or bonds.

Procurement. Purchase of goods or services.

Proposal. An executed formal document submitted to the County stating the goods, consultant services, and/or services offered to satisfy the need as requested in a request for proposal.

Public Purpose. Something that provides a benefit to the public and the County.

Public Record Exemptions. Items which are exempt from Chapter 119 Florida Statutes pursuant to a specific statutory exemption.

Purchase. Buying, purchasing, renting, leasing, or otherwise acquiring any supplies, materials, equipment, goods, consultant services, construction, and/or services required by the County for public purposes in accordance with the law and County procedures.

Purchase Order (PO). A County document used to authorize a purchase transaction with a vendor.

Purchasing. A Division of the Administration Department headed by the Purchasing Manager and responsible for procurement of goods and services.

Purchasing Card (Pcard). A charge card issued to an employee for the purpose of making authorized purchases on the County's behalf.

Qualified Bidder, Offerer, Proposer, Quoter, or Respondent. An individual or business entity that has submitted a bid, offer, proposal, quotation, or response and that has the capability in all respects to perform fully the contract requirements, and the integrity and reliability that gives reasonable assurance of good faith and performance. The County shall not require unreasonable qualifications and experience so as to not restrict competition.

Quasi-governmental. An agency supported in whole or part by government funds but privately managed.

Quotation. Any oral or written informal offer by a vendor to the County to furnish specific goods

and/or services at a stated price.

Real Property. Property consisting of lands and all rights, privileges, or improvements belonging to and passing to lands, as buildings, crops, or mineral rights.

Request for Bids (RFB)/Advertisement. The solicitation document used for competitive sealed bidding for the purchase of goods, services, and/or construction, for which the County has adequate funding. The invitation for bid is used when the County is capable of specifically defining the scope of work for which the contractual service is required or when the County is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written solicitation includes a solicitation that is electronically posted.

Request for Proposals (RFP). A written solicitation for competitive sealed proposals responses for goods, consultant services, and/or other services, including solutions or alternative solutions for the scope of work, specifications, or contractual terms and conditions as defined, for which the County has adequate funding. The request for proposals is used when it is not practicable for the County to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the County is requesting that a responsible vendor propose a commodity, group of commodities or contractual service to meet the specifications of the solicitation document. A written solicitation includes a solicitation that is electronically posted. Evaluation of a proposal or response is based on prior established criteria which involves more than price. The RFP shall state the relative importance of price and other evaluation criteria.

Request for Quotation. An informal request either oral or written to solicit prices for specific goods and/or services.

Responsible. A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance including but not limited to:

- The appropriate financial, material, equipment, facility and personnel resources and expertise (or the ability to obtain them) necessary to indicate its capability to meet all contractual requirements;
- The capability to comply with the required delivery schedule considering all their existing business commitments;
- A satisfactory record of performance;
- A satisfactory record of integrity;
- Is neither debarred nor suspended from federal programs under DOT regulations;
- Legal qualification to contract with the County and has supplied all necessary information in connection with the inquiry concerning responsibility.

Responsive. A vendor that has submitted a bid, offer, proposal, quotation or response that conforms in all material respects to the solicitation.

Services. The furnishing primarily of labor, time, and/or effort by a Vendor, wherein the provision of goods or other specific end products other than documents relating to the required performance is incidental or secondary. This term shall not include construction or employment agreements.

Services Rendered Contract. A contract used for the provision of services from an individual/person (not a legally formed entity).

Single Project Contract. A contract for a single defined project.

Single Source. Goods and/or services which may be available from more than one source but for a justifiable reason, needs to be acquired from a particular vendor.

Small Business. An independently owned and operated business concern which employs fifty (50) or fewer full-time employees, and which has a net worth of not more than one million dollars (\$1,000,000.00). As applicable to sole proprietorships, the one million dollars (\$1,000,000.00) net worth requirement shall include both personal and business investments.

Small Purchase. Any budgeted purchase of goods, services or commodities in an amount of \$35,000 or less per fiscal year or contract period. For purposes of this definition, reasonable or common

components of a transaction shall be cumulatively considered part of a single contract such that no purchase shall be artificially divided so as to appear to fall within the definition of a small purchase.

Sole Source. Goods and/or services which are propriety, or available from only one source, and for which there are no competitive alternate sources

Solicitation. Request for information, expression of interest, request for bids, request for qualifications, request for proposal, request for quotation, or a multi-step bidding procedure.

Task Order. An individual request for products or services under a task order contract. These contracts are structured to allow incremental execution using individual task orders.

Vendor. An actual or potential consultant, supplier or contractor of construction, goods, services, and/or consultant services.

Work Order. An individual request for services under a continuing services contract. These contracts are structured to allow incremental execution using individual work orders.

SECTION 3 PURCHASE AUTHORIZATION

3.1 Purchase and contract award and signature authority is delegated as follows in accordance with the Board’s approved Fiscal Policy:

Board of County Commissioners (upon approval by BCC, County Administrator is delegated signature authority)	CCNA consultant contracts valued at \$200,000 or greater; all other contracts valued at \$500,000 or greater; change orders and amendments that meet the thresholds herein and increase the contract more than 10% of original contract value; contracts with terms greater than 5 years
County Administrator or designee	CCNA contracts under \$200,000; all other contracts under \$500,000; change orders and amendments that meet the thresholds herein and increase the contract less than 10% of original contract value; signature authority for contract documents previously approved by the Board
Purchasing Manager or designee	Contracts delegated by the County Administrator; contract amendments for scope of service changes
Department Director or designee	Contracts delegated by the County Administrator; construction and CCNA contract amendments with no monetary increase (time and scope only); payment approval for all goods and services previously approved by the authority listed herein within dollar limits established by the Department

3.2 County employees are not authorized to purchase non-exempt goods or services without a PO or Pcard except in cases of emergency as defined herein.

3.3 Any purchase made contrary to the provisions of the Purchasing Manual shall not be binding on the County unless approved by the Board or designee and may be subject to disciplinary action. All procurements shall comply with Florida Statute if applicable.

3.4 The purchase of food with County funds must be for a public purpose and pre-approved in writing by the County Administrator or Designee, **except** for:

- a) purchase of food for resale,
- b) food provided for the Martin CARES program,

- c) food provided for children in after school or camp programs provided by the Parks & Recreation Department,
- d) food provided to participants and volunteers of race and other events hosted by the Parks & Recreation Department, and
- e) food and meals purchased by the Office of Tourism in connection with marketing efforts including gratuities, all of which are allowed.

SECTION 4 ETHICAL STANDARDS

Violations of ethical standards shall be handled in accordance with applicable state statute and the County Human Resources Manual. The Purchasing Division complies with the National Institute of Government Purchasing (NIGP) Code of Ethics.

SECTION 5 REVISION TO PURCHASING MANUAL

The Purchasing Manual will be reviewed no less than every two years by the County Administrator in accordance with Section 135.6 of the County Code of Ordinances. Any revisions must be approved by the Board by resolution.

SECTION 6 CONFLICT OF INTEREST

6.1 The following standards of conduct apply generally to all transactions and specifically to all federally supported grant projects. Violations of these standards of conduct may result in disciplinary action as set forth in Section 112.317, Florida Statutes provided that such disciplinary action does not conflict with the jurisdiction of the State of Florida Commission on Ethics.

6.2 No elected official, employee, or agent of the County shall participate in the selection, nor in the award, nor administration of a contract, nor the procurement of goods or services, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the elected official, employee, or agent, any member of his/her family, his/her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected or considered for award. The County's elected official, employees, or agents shall neither solicit nor accept gratuities, favors, or anything regardless of value from contractors, potential contractors, or parties to sub-agreements.

6.3 Vendors shall not allow County employees or former County employees to work on County projects or provide services to the County under agreements or sub-agreements without express written consent from the County.

6.4 Section 112.313, Florida Statutes prohibits contracts with companies owned in full or part by a County employee, officer or advisory board member. Advisory Board Members may qualify for an exemption by submitting Commission on Ethics Form 3A with bid and filing such form with the Supervisor of Elections in accordance with Section 112.313(12)(b), Fla. Stat.

6.5 An organizational conflict of interest occurs when any of the following circumstances arise:

- a. A lack of impartiality or impaired objectivity. When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient due to other activities, relationships, contracts, or circumstances.
- b. Unequal Access to Information. The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
- c. Biased Ground Rules. During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

The County shall analyze each planned acquisition in order to identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible, and avoid, neutralize, or mitigate potential conflicts before contract award.

SECTION 7 PURCHASING DIVISION

7.1 General. The Purchasing Division is headed by the Purchasing Manager established in the Administration Department, as designated by the County Administrator.

- A. The goals of the Purchasing Division and the responsibilities of the Purchasing Manager are to provide high quality, professional service to internal and external customers and to establish a centralized purchasing function that accomplishes the following:
- B. Assures compliance with the laws and regulations that govern public procurement in the State of Florida;
- C. Provides uniformity in the procurement of goods and services by employees and agents of the County;
- D. Provides an open, fair, and competitive process for obtaining goods and services;
- E. Promotes cost efficiency in the procurement of goods and services; and
- F. Makes expert assistance available to County employees and agents of the County.

7.2 Function. The functions of the Purchasing Division are:

- A. Procurement, including, but not limited to:
 1. Identifying department needs for goods and services and assisting in/or preparation of bidding documents;
 2. Researching and evaluating specified goods and services to establish vendor sources for required commodities;
 3. Acquiring goods and services;
 4. Maintaining a fair and open arena for all vendors;
 5. Assisting in preparation of unit price contracts for County Departments that have an on-going need for various commodities;
 6. Researching past, current and future market trends of various markets to include new sources of supply, pricing, serviceability and other factors which can assist management in making buying decisions;
 7. Assisting in-County municipalities, contiguous counties/cities, vendors, Constitutional Officers, and State Agencies, as needed;
 8. Promoting positive aspects of “doing business” with County in order to further encourage and maintain a fair and open arena for competition,

9. Providing or coordinating training applicable to procurement functions,
10. Interoffice mail courier and US mail processing,
11. Fixed asset inventory control,
12. Contract management.

7.3 Procurement Files.

- A. Any and all procurement determinations relating to the solicitation, award or performance evaluation of bids or proposals shall be maintained in Procurement files by the Purchasing Division except those procurements subject to the Small Procurement exceptions which shall be maintained by those Departments.
- B. All procurement records shall be retained and disposed of by the County in accordance with records retention guidelines and schedules approved by the Division of Archives of the State of Florida. If a contract is funded, in part or in whole, by a federal agency, then all procurement records pertaining to that contract shall be maintained for the time specified in the funding contract.

SECTION 8 TRANSACTIONS EXEMPT FROM COMPETITIVE PROCUREMENT

8.1 The following transactions are exempt from competitive procurement:

- A. Real Property acquisition, such as land, easements, rights-of-way, existing buildings, structures, or improvements, resulting from negotiations and approved by the Board
- B. Court-ordered fines and judgments, resulting from litigation
- C. Court-ordered fees, resulting from the judicial process
- D. Fees and costs related to bond refunding, loans and investments
- E. Debt service payments
- F. Refunds and reimbursements
- G. Grant disbursements or payments to federal, state, or local government agencies, or to private groups or agencies
- H. Disbursements to County or Constitutional officers of funds budgeted for their requisition and use
- I. Inter-fund or inter-departmental transfers or reimbursements within or among County Departments
- J. Aid disbursements for housing and rental subsidies, hospital indigent payments, medicaid, indigent burial services or other welfare and medical assistance
- K. Insurance and related services including but not limited to liability, property, medical, and workers compensation insurance, insurance consulting or payments from any loss fund established for such purpose
- L. Utilities (electricity, natural gas, telephone, cell phones, cable etc)
- M. Advertising in newspapers, magazines, social media, etc.
- N. Toll charges
- O. Fuel credit card charges
- P. Postage, shipping and express mail costs
- Q. Dues or memberships for a public purpose, job required professional license fees and sponsorships (late fees to be paid by employee)
- R. Periodicals, magazines, newspapers, copyrighted material, County code books and updates,

- library materials only available from a single source and similar items
- S. Recreational instructors, tutors, entertainment providers and sports officials for programs provided by Parks & Recreation
- T. Professional medical services and authorized hospital expenses
- U. Medical supplies purchased by the County for the Employee Wellness Center provider
- V. Travel expenses
- W. Training, tuition and fees for training instructors or facilitators (re-take fees due to failing grade shall be paid by employee)
- X. Legal services including attorneys, expert witnesses, court reporter services and legal fees
- Y. Title insurance, title commitments, title searches, and ownership and encumbrance searches and real estate appraisal services to determine the market value of real property
- Z. Political lobbying services
- AA. Transactions authorized by Agreements approved by the Board
- BB. Works of art for public places, art design, maintenance, consulting and conservation services
- CC. Franchise agreements
- DD. Environmental mitigation credits
- EE. Security and law enforcement services provided by employees of the Martin County Sheriff's Office or City of Stuart Police Department
- FF. Camp, recreation and after school programs including admission fees to parks, movies, entertainment venues, etc.
- GG. Services provided by non-profit organizations, educational and health care institutions, governmental and quasi-governmental agencies
- HH. Transactions related to "In-kind Exchange Agreements", advertising, sponsorships, and commissions under the Parks Department Revenue Enhancement Program.
- II. Vehicle registration fees
- JJ. Office, warehouse space, boat slip, submerged land or other property rental or lease
- KK. Permit and license fees
- LL. Fees owed to the Clerk of the Circuit Court or other constitutional officers
- MM. Railroad leases, maintenance & repair charges and fees
- NN. Right-of-way maintenance agreements
- OO. Warranty or maintenance agreement costs for services by the original vendor, manufacturer or installer
- PP. Proprietary software and hardware maintenance agreements, upgrades, parts and services
- QQ. Mandatory drug court testing services
- RR. Services required by local, state or federal law
- SS. Interlibrary loan fees
- TT. Payments to vendors utilizing County funds for procurements by Martin County Constitutional Officers

8.2 Sales Tax Savings. In order to limit the Florida Sales Tax upon a project and pursuant to Florida Statutes, and particularly Rule 12 A-1.094 (3), Florida Administrative Code, purchases under this procedure shall be exempt from competitive procurement.

- A. The County shall issue a Certificate of Entitlement to the Contractor certifying: (1) that the materials and supplies purchased will become part of a public facility; and (2) that the County will be liable for any tax, penalty or interest due should the Department of Revenue later determine that items purchased do not qualify for exemption.
- B. County shall provide to Contractor a requisition form to be utilized for purchase of those

supplies, materials and equipment (SME) described herein. County reserves the right to, at any time during the term of the project, add to, delete from or modify the description of supplies, materials and equipment described herein, at County's sole discretion.

- C. Requisition forms will only be issued for the SME described herein. Such forms shall be prepared and submitted by the Contractor to the County. Such form shall be submitted in sufficient time for review and consideration by County so that the materials may be acquired directly by County and delivered to the project site in sufficient time to assure its availability at the time that it is needed and so as not to delay progress of the project. It shall be the responsibility of contractor to assure that such requisition forms are submitted to County's representative for approval by County with sufficient time for the County's review and processing, such that no delay shall impact the need for or order of the item. It shall be the responsibility of Contractor to assure the subcontractors, sub-subcontractors, specialty contractors and others have the materials sought to be requisitioned on hand at the time required for installation in accordance with the project schedule.
- D. County will issue POs to the appropriate vendors as designated and shown upon requisition forms. A copy of the PO will be returned to the Contractor.
- E. Upon delivery of the material purchased to project site, a delivery ticket shall be signed by a representative of County and by doing so the County shall take title of the materials delivered. Delivery ticket must be attached to the invoice to County, to be forwarded through Contractor.
- F. Invoices addressed to the Martin County Board of County Commissioners shall be submitted by the Contractor to the County in a timely manner so as to allow County to take advantage of any applicable discounts. Payment of invoices for materials purchased as described in this procedure shall be issued by the County directly to the vendor to whom the PO was issued.
- G. Contractor shall prepare a complete list of instructions to be distributed to all applicable subcontractors with the procedures to be followed under the Sales Tax Savings Procedures. These instructions shall cover those matters hereinafter set forth.
- H. Materials, supplies, and equipment acquired using this procedure shall be subject to the warranty provisions as required by the Contract between the Contractor and the County. Contractor acknowledges that County will be ordering materials for said project pursuant to the ability to benefit from the tax savings provisions of this agreement. Contractor further agrees that it shall be responsible for acceptance of delivery, storage, and installation of said products ordered by County. Further, Contractor shall be liable for all loss or damage to said products subsequent to delivery of same from the vendors/suppliers.
- I. Foregoing procedure is for the purpose of limiting Florida Sales Tax upon the project pursuant to Florida Statutes and particularly Rule 12 A-1.094(3), Florida Administrative Code. Provisions hereof and procedures shall be construed in order to carry out the intent of the parties. Provisions hereof and procedures established hereby may be amended by County at any time, upon any indication that such change, amendment or alteration is necessary to assure non-taxable sales tax treatment of the project.
- J. The Contractor shall be responsible for any defects, storage, delivery, and installation as set

forth in the Contract Documents for any and all materials, products, and systems purchased by the County's POs. The Contractor shall maintain as a part of the required Builders' Risk Insurance, or other insurances being provided, full replacement coverage for all items purchased by the County under this Sales Tax Savings Procedure.

SECTION 9 PAYMENT FOR GOODS & SERVICES

- 9.1 Prompt Payment Act.** In accordance with Chapter 218, Fla. Stat, local governments are required to pay vendors for goods and services in a timely fashion. Departments are required to date stamp invoices upon receipt and shall make payment within:
- a) 45 days for goods or services other than construction services, and
 - b) 20 days for construction services.
- 9.2** All purchases of goods and services will have a properly completed PO or shall be processed using a County Pcard. All PO overages in excess of \$10.00 shall be processed via a written change to the PO.
- 9.3** Direct payments or check requests by use of Payment Confirmation Letter (PCL) shall be allowed on a limited basis for purchases exempt from competitive procurement only and for payments from revenue or balance sheet accounts that cannot be accomplished through the PO system. Other check requests may be approved by the Purchasing Manager on a case by case basis.
- 9.4 Services Rendered Contract.** A Services Rendered Contract may be required for all non-exempt services provided by an individual/person (not a legally formed entity) as determined by the Purchasing Manager. Services that exceed the small purchase threshold annually by an individual require a formal bid or justification of single source.
- 9.5 Purchasing Card (Pcard).** Pcard purchases shall be in accordance with the Pcard Use Procedure. Failure to comply with these procedures may result in employee removal from the Pcard Program and other disciplinary action as appropriate in accordance with County disciplinary procedures.

A. The goals of the Pcard program include:

1. Providing an efficient and cost-effective method of purchasing and paying for goods and services required by departments.
2. Reducing the use of petty cash, direct pay requests and open-ended blanket POs;
3. Ensuring Procurement and Pcard purchases are in accordance with the Martin County's policies, Florida Statutes, Chapter 287 (F.S.); and Florida Administrative Code 60A-1 (F.A.C.)
4. Reducing the time and money spent processing low dollar transactions;
5. Ensuring that Martin County bears no legal liability from inappropriate use of Pcards; and
6. Providing for disciplinary action if the Pcards are misused.

B. The following goods and services shall not be purchased with the Pcard:

1. Personal Items
2. Cash Advances
3. Gas and Oil Products (unless purchased for a County owned vehicle)
4. Personal telephone calls
5. Surplus Items in the Warehouse
6. Meals/food unless specifically allowed in grants or authorized per Purchasing Manual Section 3.2 or approved by the County Administrator or designee
7. Other supplies or services that may be prohibited by the Financial Analyst or Purchasing Manager.

SECTION 10 STATE OR FEDERALLY FUNDED GRANT PROCUREMENTS

10.1 The Board recognizes that certain procurement procedures for state or federally funded grant programs may conflict with standard County procedures. The County Administrator is authorized to modify County procurement procedures in order to comply with procurement procedures for state or federally funded grant programs.

10.2 Purchases utilizing Federal Transit Administration (FTA) and/or other federal funds must comply with all requirements in Title 2 of the Code of Federal Regulations (CFR) and FTA Circular C 4220.1F, as amended from time to time, and shall include all federal contract clauses, if applicable.

10.3 Procurements of professional services and non-housing related construction, paid for in whole or part with Community Development Block Grant (CDBG) funds, shall utilize the County's CDBG Procurement Policy. Procurements related to housing construction, paid for in whole or part with CDBG funds that will have a contract between a homeowner and contractor, the County shall utilize the Housing Assistance Plan & Procedures approved by the Board.

SECTION 11 COOPERATIVE PURCHASING AND OTHER GOVERNMENT CONTRACTS

11.1 Other Government Contracts

- A. In lieu of bids or quotes, the County may utilize contracts of other governments and agencies (also known as "piggybacking") to procure goods and services if the following conditions are present:
 1. The bid documents and selection procedures used by the other government or agency are consistent with the County's purchasing regulations; and
 2. The vendor is willing to sign an Authorization of Contract Rights issued by Martin County; and
 3. The vendor is willing to offer to the County the same unit prices submitted in the original contract/bid; and
 4. The unit prices in the original contract(s) include every item that the County intends to purchase from the vendor.
- B. Piggyback of contracts governed by Section 287.055, Florida Statutes, the Consultants Competitive Negotiation Act (CCNA) is prohibited.

- C. Piggybacking may not be used for the following types of agreements, unless first approved by the County Administrator:
1. Construction services
 2. Professional services contracts
- D. If federal funds are used, the County may exercise the option to utilize other government contracts provided that;
1. the original contract was procured in compliance with 44 C.F.R. § 13.36,
 2. an assignability clause is included in the originating government's contract,
 3. the terms and conditions are substantially similar to the terms and conditions of the option as stated in the original contract at the time it was awarded,
 4. the option price is better than prices available in the market, or that when it intends to exercise the option, the option is more advantageous,
 5. the original contract contained an assignability clause and that the terms and conditions of that contract meet the FTA requirements (if funded by FTA),
 6. the original contract contains appropriate assignability provisions that permit the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions,
 7. the contract price is fair and reasonable,
 8. the contract provisions are adequate for compliance with all Federal requirements,
 9. the scope of work to be performed falls within the scope of work under the original contract and there are no cardinal changes to the contract,
 10. the scope of the assigned contract originally procured by the assigning party does not exceed the amount of property and services required to meet the assigning party's original, reasonably expected needs. The regulation at 44 C.F.R. § 13.36 requires the grantee or subgrantee to have procurement procedures that preclude it from acquiring property or services it does not need. Therefore, a contract would have an improper original scope if the original party added excess capacity in the original procurement primarily to permit assignment of those contract rights to another entity. Moreover, an assignable contract with an overbroad scope of work may lead to unreasonable pricing and thus should not be used. For example, a statewide debris removal contract that does not have pricing that accounts for variables in the actual scope of work required by a local government subgrantee or the specific conditions of that local market may lead to unreasonable pricing,
 11. the quantities the assigning party acquired, coupled with the quantities the acquiring grantee or subgrantee seeks, do not exceed the amounts available under the assigning entity's contract.

11.2 State Contracts. The State of Florida, Department of Management Services, Division of State Purchasing, administers statewide contracts and agreements for use by Florida local governments. Statewide contracts and agreements enable eligible users to pool their buying power to lower total costs and reduce administrative burden while complying with Chapter 287 Florida Statutes governing the purchase of products and services. Information is available at www.dms.myflorida.com.

11.3 The following procurements are allowed from Government Service Administration (GSA) Contracts (www.gsaadvantage.gov):

- A. Security and law enforcement equipment from GSA Schedule 84 and technology products and professional services from GSA IT Schedule 70 and the IT Special Item Numbers on the consolidated schedule.
- B. Purchase directly from approved GSA Disaster Recovery Purchasing Program vendors before and after major disasters or acts of terrorism to aid in recovery.

11.3 Cooperative Purchasing agreements are available for use by local governments to take advantage of the buying power offered through multi-agency competitive solicitations through agencies including but not limited to

- A. U.S. Communities
- B. The Purchasing Cooperative Network (TCPN)
- C. National Intergovernmental Purchasing Alliance (NIPA)
- D. National Joint Powers Alliance (NJPA)
- E. National Cooperative Purchasing Alliance (NCPA)
- F. Florida Sheriff's Association
- G. Fire Rescue Group Purchasing Organization (FRGPO)

SECTION 12 PETTY CASH

12.1 Petty Cash purchases are limited to immediate need, small cash purchases which do not exceed \$25.00 (with the exception of vehicle registration fees) including:

- A. Tools and repair parts when needed immediately to continue working;
- B. Minor supplies when needed immediately to fulfill a deadline;
- C. Vehicle registration fees.

12.2 Misuse of petty cash funds is subject to non-reimbursement and personal liability.

SECTION 13 SMALL PURCHASES

13.1 No purchase of goods, consultant services, services and/or construction shall be artificially divided so as to fall within the small or micro purchase exemption.

13.2 Small purchases include purchase of any item, service or commodity which adds up to less than \$35,000 in a fiscal year, countywide.

- A. Purchases of \$3,500 or less per fiscal year require no competitive quotes but are expected to be made from existing competitive contracts whenever possible. Each department will be responsible for making a fair, and reasonable price determination, tracking expenditures and maintaining files.
- B. Purchases between \$3,500.01 and \$35,000 shall be based on three written or internet quotations documenting all relevant information. Specifications provided to the vendors must be complete, accurate and unambiguous in order to prevent shipment of inadequate goods and to prevent claims arising from errors. The written quotes must clearly identify the

vendor making the quote and the total price being quoted. Summary quotes must be included within the text of the PO, and the original quotes received retained by the department for future reference.

- C. When evaluating quotes to determine the lowest, responsive quote, Purchasing shall consider delivery charges, location of vendor (if goods need to be picked up by staff) and/or factors other than cost that may affect the Department's ability to acquire the needed goods and/or services.
- D. Small purchases may be formally bid. If bid, all terms within the bid section of this manual will apply.

13.3 Any change to a PO or contract made in accordance with the small purchase exemption authorized by this Manual that would raise the total PO or contract value to an amount in excess of the small purchase threshold, must be approved by the County Administrator. The requesting department will be directed by Purchasing to formally bid the item, service or commodity prior to the next PO being issued.

SECTION 14 SOLE AND SINGLE SOURCE PURCHASES

14.1 A determination of sole source or single source may be made by the Purchasing Manager, as designee of the County Administrator, after conducting a good faith review of available sources, which demonstrates there is only one source for the required supply, service, or item. A record of determination of the sole source shall be maintained by the Purchasing Manager. A sole source procurement involving contracts or purchase of materials for the construction, modification, alteration, or repair of any publicly owned facility shall be governed by Section 255.20, Florida Statutes. Sole source and single requests must be renewed every two (2) years including justification and reaffirmation that a good faith effort has been made to find other available sources.

The Department Director shall provide written justification citing the reason for sole/single source purchase per Section 14.2 or 3. A letter from the vendor may also be included with the justification for request. The justification for sole/single source procurements must document that a good faith effort has been made in seeking other sources. Documentation shall be sent to Purchasing for evaluation and approval prior to the department entering a PO.

14.2 Sole Source. For a commodity or service to be deemed a sole source procurement, the department must provide the appropriate documentation proving at least one of the following:

- A. A different brand, make, or specifications would be incompatible with currently owned equipment or systems.
- B. The purchase is a component, repair, or replacement part of existing equipment or system for which no commercially available substitute exists and the purchase can only be made from the manufacturer, sole distributor or service provider.
- C. Additional unanticipated commodities or services are needed to complete an ongoing task.

14.3 Single Source. In order for a vendor to be deemed a single source, the department must provide a justification that:

- A. No other source can meet the County's requirements (a specific reason must be cited); or
- B. the commodity or services may be available from more than one source but there are advantages to the County for choosing that vendor such as qualifications, past experience, uniqueness, location or timeliness.

The Purchasing Manager shall review and approve single source purchase requests under \$35,000. For purchases of \$35,000 or more, a Notice of Intent to Single Source shall be posted on the County's third-party bidding site for at least 7 business days in accordance with s. 287.057(3)(c), Florida Statutes. The Notice will include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined after reviewing information received from prospective vendors that the commodities or contractual services are available only from a single source, a notice of the intended decision to enter a single-source purchase contract shall be posted.

SECTION 15 EMERGENCY PURCHASES

An emergency procurement is the purchase of goods, services, consultant services and/or construction made non-competitively because, in the sole judgment of the County Administrator, a Department Director, or the Purchasing Manager such acquisition is necessary to remedy or mitigate the harmful effects of any actual or threatened occurrence which may interfere with the conduct of normal operations or remedy or correct a condition which may pose an imminent or existing threat to the health, safety or welfare of persons or property within the County. Approval for other emergency purchases may be approved by the County Administrator or designee on a case by case basis. Unless time does not permit, the end user must document that a good faith effort has been made in seeking other sources.

SECTION 16 CONE OF SILENCE

16.1 A cone of silence shall be established on all County competitive selection processes. The cone of silence prohibits any communication regarding a RFB, RFP, RFQ or other competitive solicitation between any bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, AND any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their subconsultants, or to provide a recommendation to award a particular contract, other than Purchasing Division staff. The cone of silence shall be in effect from the time of advertisement until contract award. Each competitive solicitation shall provide notice of the cone of silence requirements.

16.2 The cone of silence shall not apply to:

- A. Communications at any public proceeding or meeting, including pre-bid conferences, selection committee presentations or pre-award meetings.
- B. Communications during contract negotiations between County employees and the intended contract awardee as designated with the notice of recommendation of award as set forth herein.
- C. Communication with a vendor by a County employee following bid opening to clarify the vendor's bid or intended scope of services.

- D. Any communication following the filing of a protest between the protesting party and any County employee, including, but not limited to, during the dispute resolution process provided herein.
- E. Purchases exempt from competitive selection, small purchases, sole source procurements, and emergency procurements, as defined by this manual.

16.3 The cone of silence shall terminate when the Board or County employee authorized to act on behalf of the Board, awards or approves the contract, rejects all bids or responses or otherwise takes action to end the selection process.

SECTION 17 REQUEST FOR BID

- 17.1** A Request for Bid (RFB) will be required for the procurement of goods and services with an annual value over the small purchase threshold where:
- a. Complete, adequate and precise specifications of the needed product are available and can be described in an invitation to bid;
 - b. Two or more responsible bidders are willing and able to compete effectively;
 - c. The procurement lends itself to a firm, fixed price and/or cost is the only variable;
 - d. The successful bidder can be selected on the basis of price and price related factors listed in the RFB;
 - e. Discussions with one or more bidders after bids are submitted is expected to be unnecessary;
 - f. It is in the County's best interest to do so.
- A. Specifications must include a clear and accurate description of the technical requirements for the material, product, or service to be procured in order to ensure that all potential bidders are given equal knowledge of the County's requirements.
- B. Advertisement. Purchasing shall provide public notice, at least once, in the form of an advertisement in a newspaper of general circulation in the County a minimum of 21 calendar days prior to bid opening for construction projects exceeding \$200,000 and a minimum of 30 calendar days prior to bid opening for construction projects exceeding \$500,000 and at least 5 calendar days prior to any scheduled prebid conference. All other procurements shall be advertised on the County website for a minimum of fourteen (14) calendar days and notices may be transmitted by third parties which specialize in this service. Bids for roadway construction shall be advertised once a week for two (2) consecutive weeks in accordance with Section 336.44, Florida Statutes
- C. Bids shall be received and opened at the location, date, and time established in the bid or proposal advertisement. If the location, date or time of the bid opening changes, written notice of the change must be given, as soon as practicable after the change is made via formal addendum.
- D. RFBs shall indicate that award will be to the lowest, responsive, responsible bidder per Section 17.5.
- E. A construction project may not be divided into more than one project for the purpose of evading the advertising requirements.

17.2 Late Bids. All bids must be received (clocked-in) at the County Administrative Center, 1st Floor Information Desk, 2401 SE Monterey Road, Stuart, Florida 34996 on or before the time and date indicated in the bid document or submitted through the County's third party bidding site using an e-bidding process. The responsibility for submitting a bid to the County is solely that of the bidder. The County will not be responsible for delays in mail delivery or delays caused by any other occurrence including technical problems that may arise with e-bidding through a third party website. Late bids may not be accepted.

17.3 Local Preference. Pursuant to Section 135, General Ordinances, Martin County Code, except where otherwise provided by federal or state law or other funding source restrictions or as otherwise set forth in the Purchasing Manual, the County shall give preference to local businesses as defined by the Ordinance.

17.4 Bid Security. Bid Security shall be required for, construction bids over \$200,000 (over the small purchase threshold for federally funded projects), and other bids as determined by the Purchasing Manager, and must comply with the provisions of the established standard contract. Appropriateness shall be determined by the written standards for sureties developed and approved by the Purchasing Manager.

17.5 Contract Award

- A. Bids shall be awarded to the qualified, responsive and responsible bidder who submits the lowest bid price. When a bidder is unable to provide goods and services at the awarded contract pricing and terms, the County may re-award to the next low, qualified, responsive and responsible bidder. Bid options or alternates shall be considered in award if included in the RFB and if the County intends to award such options.
- B. For the purpose of award, the County will consider as the bid the correct summation of each unit price multiplied by the estimated quantities or the correct total of all line items in the case of lump sum bids. The County may award based on the basis of quantities included in the base bid or quantities included in the base bid plus bid alternatives, if any, and/or number of days to complete, at the County's sole discretion.
- C. The County shall at all times, except when expressly waived in writing, reserve the right to reject all bids and rebid; or to elect not to proceed with approval of the County Administrator. .
- D. If only one response is received, or if the low, responsive, responsible bidder has submitted a price higher than the County's budgeted amount, the County Administrator may authorize negotiations with the bidder to obtain a lower price.
- E. In the case of a tie, the bid shall be awarded in the following priority order:
 - 1. Bidder qualified as a Disadvantage Business Enterprise (DBE), Minority Business Enterprise (MBE), Woman-owned Business Enterprise (WBE), Veteran Owned Business (VOB) or Small Business Enterprise (SBE) (must provide written documentation);
 - 2. Bidder with primary office located in Martin County.
- F. All continuing contracts shall clearly set forth a defined term and such term may not exceed

five (5) years plus a ninety (90) day extension period if allowed by contract to allow for completion of services or re-bid process. Contract terms exceeding the forementioned term require Board approval. Contracts utilizing FTA funds shall not exceed five (5) years.

- G. All continuing contracts shall clearly set forth a total maximum contract value. Such maximum value may be exceeded to allow for completion of a project or re-bid process if approved by the County Administrator or designee and in accordance with a written amendment to the Contract.

17.6 Rejection of Bids. All bids may be rejected only when:

- A. All bids exceed the budgeted amount; or
- B. There are no responsive bidders; or
- C. There are no responsible bidders; or
- D. The project is abandoned; or
- E. The specifications, scope and/or terms and conditions are substantially revised for rebidding.
- F. There is an irregularity in the bid process and/or it is in the County best interest to do so.

17.7 Payment and Performance Bonds

- A. A Payment and Performance Bond shall be required for all construction bids of \$200,000 or more (over the small purchase threshold for federally funded projects).
- B. When a construction project is less than Two Hundred Thousand dollars (\$200,000), the County may require a payment and performance bond.
- C. When a construction project is Two Hundred Thousand dollars (\$200,000) or more (\$100,000 or more for FTA/federally funded procurements), a payment and performance bond shall be required. The conditions of the payment and performance bonds shall be set forth in the County's standard contract. Approval of such bonds is subject to compliance with the written standards for sureties developed and approved by the Purchasing Manager.
- D. All bonds shall be written by a surety with no less than an "A" rating by a national rating agency. All sureties must be on the U.S. Department of Treasury's Listing of Approved Sureties (Department Circular 570) and bonds must be within the Treasury's underwriting limitation.
- E. All bonds must be delivered to the Martin County Clerk of Circuit Court and recorded in official records by the Contractor before being delivered to the Purchasing Division.

**SECTION 18
REQUEST FOR PROPOSAL (RFP)**

18.1 A Request for Proposal (RFP) is appropriate when:

- A. The procurement is described in a performance or functional specification; or if described in detailed technical specifications, other circumstances such as the need for discussions or the importance of basing the contract award on factors other than price alone are present;
- B. An uncertain number of sources is available;

- C. The Contract award need not be based on price or price-related factors alone;
- D. Discussions are expected with the offeror after receipt of proposals.

Staff may receive input from the Board on the scope of services for RFPs related to strategic goals or countywide objectives prior to advertisement of the RFP in order to provide direction to staff as to the intent of the RFP.

- A. Advertisement. RFP's shall be advertised for a minimum of fourteen (14) calendar days on the County website and notices may be transmitted by third parties which specialize in this service. If the location, date or time of the bid opening changes, written notice of the change must be given, as soon as practicable after the change is made via formal addendum. The RFP at a minimum shall include:
 - 1. A request for specific and general information on how the Proposer will proceed with the project including written documentation of expertise and ability to perform the requested service;
 - 2. A statement that award will be made to the firm whose proposal is most advantageous to the County with price and other factors considered that offer the best value to the County;
 - 3. The criteria that will be used to select the number one ranked firm including the score that will be assigned to each criterion;
 - 4. Specific instructions on how, when, and where the proposals shall be submitted including the date the proposal will be opened;
 - 5. A requirement that the proposal be submitted as a sealed package;
 - 6. A statement that the Board reserves the right to reject any non-responsive proposals or to reject all proposals if it is deemed by the Board to be in the best interest of the County.
- B. Selection Committee. A Selection Committee of a minimum of three (3) people is required for all RFPs. One member shall be outside the originating Department. Selection Committee members shall not include supervisors of other Committee members.
- C. Any meeting of a selection team where such committee's recommendation shall be published at least two (2) calendar days prior to the meeting on the County's website.
- D. RFPs shall indicate that award will be based on criteria outlined in the RFP per Section 18.3. Proposal options or alternates shall be considered in award if included in the RFP and if the County intends to award such options.
- E. Solicitations for initial work (conceptual phase, feasibility study, etc.) resulting in subsequent work (i.e. design, development, master planning) shall include language advising firms, "Performing initial work on this effort may preclude your firm from working on subsequent work which goes beyond the initial scope of work". Exceptions to this requirement are based upon the Department Director stating and executing on the AAR for award selection that i) all results from this initial work were shared in the solicitation with all bidders and ii) higher scores were not given to any firm participating in "initial work" for having a better understanding of the County's needs as a result of participating in this initial work.
- F. Source selection sheets shall include text that states, "By signing (or electronically approving) the consensus evaluation sheet, I certify that I have no financial or conflict of interest pertaining to this evaluation. This extends to my family members and one level

removed.”

- G. When it is impractical initially to prepare a purchase description to support an award based on price, the County may conduct multi-step sealed bidding, whereby an initial request for proposal is issued requesting the submission of un-priced offers, or information relating to the experience and capabilities of the prospective bidders, to be followed by request for bid limited to those bidders whose offers or experience and capabilities have been determined to be acceptable under the criteria set forth in the initial RFP.

18.2 Late Submittals. All proposals must be received (clocked-in) at the County Administrative Center, 1st Floor Information Desk, 2401 SE Monterey Road, Stuart, Florida 34996 on or before the time and date indicated in the RFP or submitted through the County’s third party bidding site using an e-bidding process. The responsibility for submitting a proposal to the County is solely that of the submitter. The County will not be responsible for delays in mail delivery or delays caused by any other occurrence including technical problems that may arise with e-bidding through a third party website. Late proposals, not based solely on price, received after the time and date stated in the RFP advertisement may be accepted if such acceptance is in the best interest of the County.

18.3 Contract Award

- A. A contract shall be awarded based on the requirements set forth in the RFP to the proposer determined to be the most advantageous to the County. No criteria may be used for evaluation that has not been set forth in the RFP. The score that will be assigned to each criterion shall be published in the RFP.
- B. The County shall at all times, except when expressly waived in writing, reserve the right to reject all proposals and re-advertise; or to elect not to proceed. The County Administrator may approve the rejection of proposals through the completion of the AAR.
- C. In the event only one responsive proposal is received, the County reserves the right to award to the sole proposer, negotiate with the sole proposer, re-advertise the request for proposal, with or without making changes to the evaluation factors, or elect not to proceed.
- D. All continuing contracts shall clearly set forth a defined term and such term may not exceed five (5) years plus a ninety (90) day extension period if allowed by contract to allow for completion of services or re-bid process. Contract terms exceeding the forementioned term require Board approval.
- E. All continuing contracts shall clearly set forth a total maximum contract value. Such maximum value may be exceeded to allow for completion of a project or re-bid process if approved by the County Administrator or designee and in accordance with a written amendment to the Contract.
- F. The recommendation for award shall consider whether the proposal meets the standards of qualification. Factors to be considered shall include whether the proposer has:
 - 1. The appropriate financial, material, equipment, facility, and personnel resources and expertise, available or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;

2. A satisfactory record of performance;
3. A satisfactory record of integrity;
4. The legal ability to contract with the County; and
5. Supplied all necessary information in connection with the inquiry concerning responsibility including, but not limited to, any licenses, permits, or organization papers required.

SECTION 19
CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA)

19.1 The selection of a consultant under the Consultant's Competitive Negotiation Act (CCNA), is primarily based on qualifications. Professional Services within the scope of the practice of architecture, professional engineering, landscape architecture, registered surveying or mapping as defined by Florida law will be acquired in accordance with Section 287.055, Florida Statutes, the Consultant's Competitive Negotiation Act (CCNA). Selection of consultants for FTA funded projects shall be acquired in accordance with The Brooks Act.

Staff may receive input from the Board on the scope of services for RFQs related to strategic goals or countywide objectives prior to advertisement of the RFQ in order to provide direction to staff as to the intent of the RFQ.

A. **Criteria Prior to Initiation.** The following criteria will be established prior to initiation of a request for qualifications (RFQ) which falls within the jurisdiction of the CCNA. The requesting Department shall forward an AAR to the Purchasing Division including::

1. Need (normally provided by the currently adopted Capital Improvement Plan(CIP));
2. Identification of the specific discipline required;
3. Name of the Departmental Project Manager;
4. A list of names recommended for the selection committee;
5. Scope of Services required for the project;
6. Grant information;
7. Budget information and accounts, and
8. Award criteria

B. The RFQ at a minimum shall include:

1. A request for specific and general information on how the Proposer will proceed with the project including written documentation of expertise and ability to perform the requested service;
2. The criteria that will be used to select the number one ranked firm including the score that will be assigned to each criterion;
3. Specific instructions on how, when, and where the proposals shall be submitted including the date the proposal will be opened;
4. A requirement that the proposal be submitted as a sealed package;
5. A statement that the Proposer shall not include proposed compensation as part of the proposal;
6. A statement that the Board reserves the right to reject any non-responsive proposals or to reject all proposals if it is deemed by the Board to be in the best interest of the County.

C. Selection Committee.

1. Where the project construction estimate exceeds \$500,000, consultant study exceeds \$50,000, or selection is for a Continuing Services Contract the selection team will include at least five voting team members and the Purchasing Manager's Representative (non-voting). One member shall be outside the originating Department.
2. Where the Project construction estimate is less than \$500,000 or consultant study is less than \$50,000, the selection team will include at least three voting team members and the Purchasing Manager's Representative (non-voting). One member shall be outside the originating Department.
3. Selection Committee members shall be approved by the County Administrator or designee. Individuals with potential conflicts of interest shall not be included on Selection Committees.
4. Selection Committee members shall not include supervisors of other Committee members.
5. The Purchasing Manager is responsible for ensuring that selection committee members are briefed on CCNA procedures contained in Section 287.055, Florida Statutes
6. The Selection Committee will make selections based on the required evaluation criteria.

D. Public Announcement.

1. Public announcement of the need for professional services shall be made on the County's website and/or third party website for a minimum of fourteen (14) calendar days, for professional services for a project the basic construction cost of which is estimated to exceed \$325,000 or for a planning or study activity when the fee for professional services exceeds \$35,000, except in cases of valid public emergencies. The announcement shall include a general description of the project and how interested consultants may apply for consideration.
2. Any meeting of a selection team or meeting to negotiate approval shall be announced by notice published on the County's website at least two (2) calendar days prior to the meeting and open to the public and shall comply with the requirements of Section 286.011 Florida Statutes.

E. Qualification.

1. Selection Committee members shall independently review submittals and determine whether a firm or individual is fully qualified to render the required service based upon capabilities, adequacy of personnel, past record, and experience of the firm or individual.
2. The Selection Committee will decide by consensus vote which firms will be considered for competitive selection (at least three).

F. Competitive Selection.

1. The Selection Committee shall conduct discussions with, and may require presentations by the chosen firms regarding their qualifications, approach to the project and ability to furnish the required services.
2. The following criteria shall be used to rank the firms:
 - a. Ability of professional personnel;
 - b. Whether a firm is a certified minority business;
 - c. Past performance;
 - d. Willingness to meet time and budget requirements;
 - e. Geographic Location (for FTA/federally funded purchases geographic location may be a criterion only if an appropriate number of qualified firms are eligible to compete for the contract in view of the nature and size of the project);
 - f. Recent, current and projected workloads of the firms;
 - g. Volume of work previously awarded to each firm by the County (with the object of effecting an equitable distribution of contracts among qualified firms).
 - h. Other criteria decided upon by the Selection Committee and included in the Public Announcement.
3. The Selection Committee shall decide how many points to assign to each criterion and include such scoring information in the Public Announcement.
4. The Selection Committee shall use the criterion and score to rank the firms.

G. Competitive Negotiation.

1. The Purchasing Manager shall approve initiating negotiations with the top ranked firm and any subsequent formal termination of negotiations and initiation of negotiations with the next firm.
2. The Purchasing Manager or designee shall attempt to negotiate a contract with the top ranked firm for professional services at compensation that is fair, competitive and reasonable.
3. If the County is unable to negotiate a satisfactory contract with the top ranked firm, negotiations with that firm shall be terminated and the negotiations with the next highest ranked firm will proceed. If these negotiations are not successful, negotiations shall be terminated with the second firm and attempted with the third high ranked firm. If the County's negotiator is not successful in negotiating a satisfactory contract with any of the selected firms, the County's negotiator may select additional firms in the order of their qualifications and continue negotiations until an agreement is reached or may recommend that the County reject all proposals and may thereafter re-advertise for new proposals.

19.2 Late Submittals. All submittals must be received (clocked-in) at the County Administrative Center, 1st Floor Information Desk, 2401 SE Monterey Road, Stuart, Florida 34996 on or before the time and date indicated in the RFQ or submitted through the County's third party bidding site using an e-bidding process. The responsibility for submitting a proposal to the County is solely that of the submitter. The County will not be responsible for delays in mail delivery or delays caused by any other occurrence including technical problems that may arise with e-bidding through a third party website.

Late submittals, not based on price, received after the time and date stated in the RFQ may be accepted if such acceptance is in the best interest of the County.

19.3 Contract Award. When an acceptable contract has been negotiated, a recommendation for award of a contract shall be sent to Purchasing via an AAR. Upon approval, Purchasing will forward a Notice of Award to the successful firm notifying them of the award and requesting all insurance, bonding and contract requirements.

19.4 Continuing Contract. A continuing contract for professional services may be entered into in accordance with Section 287.055, Florida Statute (CCNA) between the County and a firm to provide continuing professional services in response to Task Orders. Continuing contracts shall have a termination date and a total maximum value that may not be exceeded. Continuing contracts may only be utilized for projects in which the estimated construction cost does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work that meets the criteria of item D.5 below.

- A. Selection of continuing services firms shall be the same as above except that the County may award more than one continuing contract for a particular service and rates will be negotiated for each individual task order. Firms providing professional services under continuing contracts shall not be required to bid against one another.
- B. All continuing contracts shall clearly set forth a defined term and such term may not exceed five (5) years plus a ninety (90) day extension period if allowed by contract to allow for completion of services or re-bid process. Contract terms exceeding the forementioned term require Board approval.
- C. All continuing contracts shall clearly set forth a total maximum contract value. The contract value can only be minimally exceeded to allow for completion of a project or re-bid process unless otherwise approved by the County Administrator or designee.
- D. Task Orders (under \$200,000).
 - 1. The user Department shall obtain a proposal from the #1 ranked firm including costs based upon labor classifications, fully burdened rates, hours, material, other direct costs and indirect rates.
 - 2. The Project Manager shall compare rates against those originally proposed in their contract. Cost breakdowns over \$35,000 will be transmitted to the Purchasing Division for review and approval.
 - 3. A task order shall be prepared with the scope of services, cost and schedule attached and sent to the firm for signature.
 - 4. The task order is then signed by the Department Director and forwarded by AAR to Budget, Purchasing and then the County Administrator or designee, if required.
 - 5. The County Administrator may award task orders exceeding \$200,000 provided; i) the Board approved the original contract award, ii) the original solicitation for this contract clearly defined the scope of work and provided a representative list of potential task orders, and iii) the task order clearly matches this scope of work.
 - 6. Upon receipt of all approvals, the Department shall prepare a PO to the consultant and Notice to Proceed, if necessary.

19.5 Design-Bid-Build and Design-Build.

- A. The design-bid-build procurement method requires separate contracts for design services and for construction.
 - 1. Design Services. Qualifications-based procurement procedures shall be used (RFQ), in compliance with applicable Federal, State and local law and regulations.
 - 2. Construction. Sealed bidding (RFB) shall be used for construction services.
- B. Use of design build or construction management project delivery systems requires Board approval and shall comply with Florida Statute 287.055. For federally funded projects, the County must comply with Government requirements,” 49 U.S.C. Section 5325(d)(2).

SECTION 20 CONTRACT FORM

The County Attorney shall determine the form of contract documents. Standard legal documents shall be developed and maintained by the County Attorney. The approved standard legal documents may be used without additional legal review. A Department shall not modify the approved standard legal documents without the approval of the County Attorney’s Office.

SECTION 21 SPECIFICATIONS

21.1 Maximum Practicable Competition. Specifications shall be drafted in a manner to assure overall economy (without sacrificing quality) for the purposes intended and shall promote maximum free and open competition in satisfying the County’s needs, and shall not be unduly restrictive. Specifications shall not include proprietary, exclusionary, or discriminatory requirements. The policy enunciated in this Section applies to all specifications, including, but not limited to, those prepared by architects, engineers and all other contracted consultants.

21.2 Brand Name or Equal Specifications The reference to a brand name is intended to be descriptive but not restrictive and only to indicate to the prospective bidder the expected level of quality. Bids on other than items specified by the County will be considered, provided each bidder clearly states in his bid exactly what he proposes to furnish and forwards with this bid a cut illustration or other descriptive material which will clearly indicate the quality and character of the article covered by his/her bid. Failure to provide sufficient literature to allow an informed decision shall be grounds for disqualification.

- A. No adequate design or performance specification or qualified products list is available;
- B. Time does not permit the preparation of another form of purchase description, not including a brand name specification;
- C. The nature of the product or the nature of the County’s requirements makes use of a brand name or equal specification suitable for the procurement; and
- D. Use of a brand name or equal specification is in the County’s best interest.
- E. Brand name or equal specifications shall seek to designate at least three as “or equal” references and shall further state that substantially equivalent products to those designated will be considered for award.
- F. When a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of the brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict

competition.

- G. The Purchasing Manager shall seek to identify sources from which the designated brand name item/service can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable.

SECTION 22 BID PROTEST PROCEDURE

- 22.1** Any protest concerning bid or request for proposal specifications or requirements must be made within seventy-two (72) hours from the time the aggrieved person knew or should have known of the facts giving rise to the protest, in any case, at least twenty-four (24) hours prior to the bid opening. Failure to timely protest bid specifications or requirements constitutes a waiver of the ability to protest specifications or requirements.
- 22.2** Any unsuccessful bidder (the “Appellant”) who is allegedly aggrieved in connection with the bid solicitation or the proposed award of a contract, task order or work assignment by the County may file a written protest with the County provided the Appellant complies, as a condition precedent to consideration of such protest, with the following procedures:
- A. The written protest must be submitted in writing to the Purchasing Manager, within seven (7) calendar days after the Appellant is made aware of the intent to award the contract either by phone or e-mail or when the Purchasing Division posts the notice of recommendation or intent to award the contract on the County’s website and/or third party bidding website.
 - B. If the Board or the County Administrator or designee chooses not to accept the recommendation of award and awards the contract to an alternate, a protest may be filed in accordance with this procedure by the entity originally recommended for award within seven (7) calendar days after the Purchasing Division posts the notice of award on the County’s website and/or third party bidding website.
 - C. The written protest shall contain, at a minimum, the following information:
 - 1. Bid Project identification and title,
 - 2. The name and address of the Appellant and the title or position of the person submitting the bid protest,
 - 3. A statement describing in detail all of the issues being protested and the reasons the award of the contract should not be made as proposed by the County,
 - 4. A statement describing in detail how the issues being protested adversely affect the Appellant’s bid submitted to the County,
 - 5. A statement describing the relief sought by the Appellant, and
 - 6. Such other information as the Appellant deems to be material.
 - D. The Appellant shall provide such additional information requested by the County, which it deems pertinent to the consideration of the protest. The written protest shall identify all of the issues and arguments which support the Appellant’s claim that the award of the contract should not be made as proposed by the County, and any and all subsequent appeals of the decision rendered upon the protest shall be limited *solely* to the issues and arguments set forth therein and shall not include any new or additional issues or arguments.
 - E. As a condition precedent to any consideration of the written protest, the Appellant must post

with the County a security in the form of a cashier's check, certified check, or money order (the "Protest Security") made payable to the Martin County Board of County Commissioners ("Board"). The amount of the Protest Security shall be 5% of the Appellant's bid up to a maximum of \$25,000. For RFP for which no price is required or where the bid was for percentage discount or markup, the Protest Security shall be \$5,000. The Purchasing Manager will deposit and hold the Protest Security until a final determination is made on the protest.

- F. With receipt of the written protest and the Protest Security, the Purchasing Manager will review the protest and, if the protest is not resolved by mutual agreement, render a decision. If the Appellant does not accept the decision of the County's Purchasing Manager, an appeal may be made to the County Administrator provided such appeal is requested in writing within 3 business days of receipt by the Appellant of the decision by the Purchasing Manager.
- G. The County Administrator will review the protest and issue a final decision. If the County Administrator's decision is in favor of the Appellant on the written protest (which includes the decision to reject all of the bids), the full amount of the Protest Security will be returned to the Appellant. If the decision is not in favor the Appellant on the written protest, the County will return the Protest Security to the Appellant within thirty (30) days of the decision after deducting the expenses incurred by the County in processing the appeal. No award will be made of the contract while a protest or appeal in pending before the County, unless the County Administrator deems the procurement to be an emergency.
- H. The County will not consider any appeal unless it complies with this procedure. Neither the County, nor its employees will be liable for any costs, expenses or damages incurred by the Appellant such as, but not limited to, attorney fees, loss of income, bid proposal preparation costs or bid protest costs.

SECTION 23

MINORITY, DISADVANTAGED AND VETERAN BUSINESS PARTICIPATION

23.1 All contractors are encouraged to assist Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), Women-owned Business Enterprises (WBE), Small Business Enterprises (SBE) and Veteran Owned Businesses (VOB) in doing business with the County. Each contractor in assisting DBE, MBE, WBE, SBE, VOB will help to expand and develop the DBE, MBE, WBE, SBE,VOB and minority business sector of County.

23.2 County Selection Procedures

- A. The County shall make a good faith effort to provide interested minority business enterprises or minority persons with adequate information about the plans, specifications and requirements of contracts or the availability of jobs.
- B. The County shall make a good faith effort to effectively use services and resources of available minority community organizations, minority contractors' groups, local, state, and federal minority business assistance officers, and other organizations that provide assistance in the recruitment and placement of minority business enterprises or minority persons; and
- C. The County shall make a good faith effort to provide written notice to a reasonable number of minority business enterprises that their interest in contracting with the County is being solicited in sufficient time to allow the minority business enterprises to participate

effectively.

- 23.3** The County shall take all necessary affirmative steps to assure that DBE, MBE, WBE, SBE, and labor surplus area firms are used when possible including but not limited to:
- 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;
 - C. 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;
 - D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - E. 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
 - F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

23.4 Veteran's Preference. The County shall ensure that contractors working on a capital project funded by federal funds give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

SECTION 24 AUTHORIZATION TO DEBAR VENDOR

The following is the procedure for the debarment of vendors. Debarment means that a vendor is prohibited from submitting bids or proposals to perform or otherwise contract with County.

24.1 Causes for Debarment.

- A. Entry of a plea of guilty, no contest or nolo contendere to or conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in performance of such contract.
- B. Entry of a plea of guilty, no contest or nolo contendere or conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property, or any other offense indicating lack of business integrity of business honesty which currently, seriously, and directly affects responsibility as a County contractor.
- C. Entry of a plea of guilty, no contest or nolo contendere or conviction under state or federal anti-trust statutes arising out of submission of bids or proposals.
- D. Violation of provisions of contracts as follow:
 - 1. Failure without good cause to perform in accordance with specifications or within the time limits provided in the contract;
 - 2. A record of failure to perform or of unsatisfactory performance in accordance with the

terms of one or more contract within the previous three (3) years, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for Debarment;

3. Refusal to enter into a contract with the County by failing to provide bonds, insurance, or other required certificates within the time periods as specified in bid/RFP response;
4. Refusal to accept a PO, agreement or contract, or to perform thereon provided such order was issued timely and in conformance with the offer received;
5. Presence of principals or corporate officers in the business or concern who were principals within another business at the time when the other business was suspended within the last three (3) years under the provisions of this section;
6. Violation of the ethical standards set forth in state law;
7. Providing anything of value, including but not limited to, a gift, loan, reward, promise of future employment, favor or service to any employee to influence the award of contract or purchase of items from a contract; or
8. Any other cause the Purchasing Manager determines to be so serious and compelling as to affect the credibility as a County vendor, including debarment by another government entity for any cause listed in this section.

24.2 Contractor/Consultant Evaluation Form. Upon completion of any services, the Department shall document exceptional or substandard contractor performance (available in MSWord Templates).

24.3 Recommended Decision. The Purchasing Manager shall issue a notice letter which advises a vendor that recommendation will be made to the County Administrator to debar. The notice shall state the reasons for the action taken and inform the vendor of its rights to an appeal to the County Administrator.

24.4 Appeals to County Administrator.

- A. Any person dissatisfied or aggrieved with the notification of the Purchasing Manager's determination regarding a debarment must, within ten (10) calendar days of such notification, appeal the determination in writing in accordance with the hearing procedures contained in the section.
- B. Upon receipt of the request for hearing, the County Administrator shall give all parties prior notice of a hearing date and time at least five (5) days before the hearing date. The vendor shall be given the opportunity at such hearing to demonstrate why the recommendation of the Purchasing Manager should be denied.
- C. The County Administrator shall render a written decision within thirty (30) days of the hearing. Any decision to debar a contractor shall be in effect for a period not to exceed three (3) years.

24.5 Appeals to the Board of County Commissioners. An aggrieved party may appeal the decision of the County Administrator to the Board. The appeal shall be filed within ten (10) days of the notification of the written decision by the County Administrator. The Board's decision to debar a person or business shall be final and conclusive unless the debarred person files a timely appeal of the Board's decision pursuant to the Florida Rules of Appellate Procedure.

24.6 Reinstatement. A person or corporation may be reinstated to do business with the County under the following conditions:

- a. Discovery of new and material evidence not previously available;
- b. Dismissal of indictment or reversal of conviction; or
- c. Bonafide change in ownership or management sufficient to justify a finding of present responsibility.

The request for reinstatement shall be forwarded in writing to the Purchasing Director. The County Administrator shall determine whether to reinstate based on written submission of evidence to the above referenced office, without further hearing. Upon consideration of the written submission and any recommendation from the Purchasing Manager, the County Administrator shall render the decision in writing within thirty (30) days from the receipt of a recommendation from the Purchasing Manager. The decision of the County Administrator may be appealed to the Board as provided in this Section.

SECTION 25 RECEIVING OF GOODS

25.1 Receiving and Inspection.

- A. It shall be the responsibility of each department to have an individual, immediately upon receipt of a product or service, to inspect that product or service to ensure that it meets the specifications as set forth in the PO. The person should inspect for proper quantities, proper quality, no damage and prompt delivery. The receiving person should have available a copy of the PO for verification purposes. Any deviations should be immediately documented and sent to the supplier and to Purchasing.
- B. Signing a delivery slip does not necessarily constitute acceptance of an order. Any problems with an order should be documented and reported to Purchasing as soon as possible. The requesting department will contact the vendor to resolve any and all issues. Time is of the essence when dealing with problems on an order. Failure to timely advise the vendor and/or freight carrier may limit remedies. If an item is delivered damaged, the receiving party has the responsibility to protect it and all packing materials from any further damage, and to make it available to the vendor and/or freight carrier for inspection.
- C. Materials, equipment or supplies shall be inspected upon receipt and, if possible, in the presence of the vendor or shipper and shall include the following:
 1. Verification of the correct quantities and units of issue;
 2. Verification of PO number;
 3. Verification of pricing;
 4. Inspection for damage or defects;
 5. Verification that all items meet the specifications or description defined in the PO;
 6. Verification of correct vendor;
 7. All packages shall be checked against the Bill of Lading;
 8. Make note of any damage on the Bill of Lading and on the receiving copy of the PO; and
 9. The signature shall be that of the person actually receiving and inspecting the materials.

If unable to perform the above, the notation "Subject to Inspection" shall be written on Bill of Lading.

D. When goods, materials, or supplies either fail the inspection criteria or are damaged upon receipt, the receiving or requesting department shall immediately refuse the order. If the vendor or shipper is not on site, the receiving or requesting department shall contact the vendor to arrange shipment return and replacement. When a vendor has two deliveries refused, the department will coordinate corrective action with Purchasing.

25.2 Testing. Any department or the Purchasing Department may request any testing necessary of samples submitted with bids and/or samples of deliveries to determine their quality and conformance with specifications. This testing may be conducted by the laboratory facilities of any agency of the County or of any outside laboratory. Sometimes where testing regularly is required (such as asphalt) the purchasing manager may request the services of an outside testing firm be placed under contract to conduct the testing.

SECTION 26 FIXED ASSETS INVENTORY

26.1 In accordance with Chapter 274, Florida Statutes, tangible personal property owned by the County including property under the custodianship of the Departments of the Board of County Commissioners, Clerk of Circuit Court, Property Appraiser, Supervisor of Elections and Tax Collector and properties leased by the County as outlined in individual leases, with a value of \$1,000 or greater shall be deemed a fixed asset. The Department and/or Constitutional Officer shall be responsible for notifying the Purchasing Division when purchasing a fixed asset so that the item may be affixed with a County inventory tag.

26.2 Annual Inventory. Each Constitutional Officer and/or Department Director shall appoint a department custodian that will work with Purchasing Division staff to account for all fixed assets on an annual basis.

26.3 Disposal. When a fixed asset is no longer needed or not working, a Fixed Asset Disposition form must be completed, signed and sent to Purchasing. Technology related items such as computers, printers and peripherals must be authorized for disposal by the Information Technology Services Department Director.

Fixed assets shall not be discarded by the department custodian without permission from the Purchasing Manager. A police report shall be filed for all lost, stolen or missing fixed assets.

Purchasing shall dispose of the surplus property in the following order of precedence below:

- a. If the property has no value or the value does not exceed handling, storage and selling costs, the item may be sold, donated, recycled or discarded, as appropriate.
- b. If value of the property exceeds handling, storage and selling costs, advertise the availability of the property first to the County, then for sale, competitively through the most appropriate medium.
- c. If the property is offered for sale and no acceptable bids are received, the County may donate the item to a private, non-profit agency as defined in Section 273.01, Florida Statutes
- d. The Department Director may choose to use the item as a “trade-in” when purchasing new equipment if doing so is in the best interest of the County.
- e. Martin County employees are prohibited from directly or indirectly purchasing County

property through the surplus auction process.

26.4 Disposal of Property Purchased with Grant Funds. Proceeds from property purchased with grant funds shall be deposited in accordance with the requirements of the original grant agreement. Proceeds from disposal of property purchased with FTA funds in the amount of \$5,000 or greater shall be returned to the FTA.

26.5 Transfer. Fixed assets may be transferred from department to department through completion of a Fixed Asset Disposition form with approval of both the transferring and receiving Department Directors.

26.5 County health department property. In accordance with Section 274.11, Florida Statutes property purchased by county health departments established pursuant to the provisions of chapter 154, whether purchased with federal, state or county funds, or any combination thereof, shall be vested in the Board of County Commissioners of the County where said county health department is located and shall be accounted for in accordance with the provisions of this chapter.

SECTION 27 FEDERALLY FUNDED PROCUREMENTS

27.1 Purchases utilizing Federal Transit Administration (FTA), Federal Emergency Management Agency (FEMA) or other Federal funds must conform to applicable Federal law, including: 2 CFR Part 1201 incorporating 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” and comply with all requirements in FTA Circular C 4220.1F, as amended from time to time. Contracts shall include all required Federal contract clauses (Exhibit L), if applicable (see Exhibit K).

27.2 Solicitation Prohibitions. Solicitation requirements may not contain features that unduly restrict competition including but not limited to:

- a. Imposing unreasonable business requirements/qualifications for bidders or offerors.
- b. Imposing unnecessary experience requirements for bidders and offerors.
- c. Using prequalification procedures (except in the case of qualification-based procurement for Architect/Engineer services)
- d. Making a noncompetitive award to any person or firm on a retainer contract with the recipient if that award is not for the property or services specified for delivery under the retainer contract.
- e. Excessive Bonding shall not be permitted. Bid bonds and payment performance bonds shall be required for construction projects in excess of the federal small purchase threshold only.
- f. Specifying only a “brand name” product without allowing offers of “an equal” product or allowing “an equal” product without listing the salient characteristics that the “equal” product must meet to be acceptable for award.
- g. Specifying in-State or local geographical preferences or evaluating bids or proposals in light of in-State or local geographic preferences, even if those preferences are imposed by State or local laws or regulations. In particular, 49 U.S.C. Section 5325(i) prohibits an FTA recipient from limiting its bus purchases to in-State dealers.
- h. Supporting or acquiescing in noncompetitive pricing practices between firms or between affiliated companies including acceptance of submission of identical bid prices for the same products by the same group of firms, or an unnatural pattern of awards that had the cumulative effect of apportioning work among a fixed group of bidders or offerors.

- i. Taking any arbitrary action in the procurement process.

27.3 Pre-procurement

- A. The Procurement Decision Matrix (Exhibit A) shall be used to determine the most efficient and economic method of purchase.
- B. An independent cost estimate (Exhibit B) is required prior to bidding for all purchases over the micro-purchase threshold and can be obtained by:
 1. Design/engineering firm or in-house technical staff for construction work,
 2. Published price lists or past pricing with inflation factors,
 3. Independent third-party staff member not impacted by the final procurement.
- C. The Statement of Work Template (Exhibit C) may be used to assist with the development scope of services for bidding.
- D. The Piggybacking Checklist (Exhibit D) shall be completed for all piggyback purchases. Vendor shall be checked through the System for Award Management (SAM) system and for Conflict of Interest prior to piggyback purchase.
- E. A Sole Source Justification Form (Exhibit E) and Cost Analysis (Exhibit F) is required for all sole source purchases. Sole sourcing shall be allowed if:
 1. The item is available only from a single source;
 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity;
 4. After solicitation of a number of sources, competition is determined inadequate.
- F. A review of proposed procurements shall be conducted to avoid purchase of unnecessary or duplicative items and to ensure an economic purchase. This may include breaking out or combining purchases or using annual contracts and performing a lease versus buy analyses to ensure the most economical approach.
- G. Qualification based procurements shall be acquired in accordance with The Brooks Act.

27.4 Procurement

- A. The County shall ensure that adequate competition exists by confirming that two or more responsible bidders are willing and able to compete effectively for the business.
- B. A Cost Analysis (Exhibit F), Price Analysis (Exhibit G) and/or Fair and Reasonable Price Determination (Exhibit H) shall be completed prior to purchase as well as a Procurement Summary (Exhibit I). The County shall rely on FAR Part 31, Contract Cost Principles and Procedures when conducted analyses. Project costs must conform to applicable Federal cost principles for allowable costs. In general, costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal law or regulation, and must comply with Federal cost principles applicable to the recipient.

- C. Advertisement shall be once in a newspaper of general circulation in the County not later than the fourteenth day before the day set for receipt of bids.

27.5 Post-Bidding

- A. Buy America pre and post-delivery audits are required for purchase of rolling stock greater than \$100,000.
- B. A Responsibility Determination Form (Exhibit J) and reference check form shall be completed prior to the recommendation for award in order to consider whether the bidder meets the standards of qualification. Factors to be considered shall include whether a bidder has:
1. The appropriate financial, material, equipment, facility, and personnel resources and expertise, available or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
 2. A satisfactory record of performance;
 3. A satisfactory record of integrity
 4. Ability to get bonding and insurance;
 5. The legal ability to contract with the County; and
 6. Supplied all necessary information in connection with the inquiry concerning responsibility including, but not limited to, any licenses, permits, or organization papers required.
 7. Satisfactory status in the System for Award Management (SAM) system
 8. No conflict of interest. An organizational conflict of interest exists:
 - because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice;
 - if a contractor's objectivity in performing the contract work is or might be otherwise impaired; or
 - if a contractor has an unfair competitive advantage.

27.6 Contracts

- A. Contract Administration. All contracts shall include provisions adequate to form a sound and complete agreement which shall comply with Federal laws and regulations and include all required Federal contract provisions to ensure compliance with those laws and regulations.
1. The Contract Administration procedures in Exhibit P shall be followed for all federally funded contracts.
 2. The Procurement History File Checklist (Exhibit N) shall be used to ensure proper contract administration including but not limited to:
 - The executed contract and notice of award;
 - Performance and payment bonds, bond-related documentation, and correspondence with any sureties;
 - Contract-required insurance documentation;
 - Post-award (pre-performance) correspondence from or to the contractor or other Government agencies;
 - Notice to proceed;

- Approvals or disapprovals of contract submittals required by the contract and requests for waivers or deviations from contractual requirements;
- Modifications/changes to the contracts including the rationale for the change, change orders issued, and documentation reflecting any time and or increases to or decreases from the contract price as a result of those modifications;
- Documentation regarding settlement of claims and disputes including, as appropriate, results of audit and legal reviews of the claims and approval by the proper authority (i.e., city council, board of directors, executive director) of the settlement amount;
- Documentation regarding stop work and suspension of work orders and termination actions (convenience as well as default); and
- Documentation relating to contract closeout.

B. The Contract Clause Matrix (Exhibit K) shall be used to determine Federally Required Contract Clauses (Exhibit L and Exhibit Q) to be included with each contract.

C. Time and Materials contracts shall only be allowed:

1. After determining that no other contract type is suitable,
2. If the contract specifies a ceiling price that the contractor may not exceed except at its own risk

D. Davis-Bacon prevailing wage and hour restrictions shall apply to all construction contracts exceeding \$2,000.

E. Cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be allowed.

F. A Change Order Review Checklist (Exhibit M) shall be completed for all Contract Change Orders. All out-of-scope Contract Change Orders shall include:

1. An independent estimate and cost analysis prepared by the Architect/Engineer or Project Manager,
2. The contractor's proposal,
3. Meeting minutes discussing Change Order and written evidence of negotiations,
4. Evidence of Board approval prior to initiation of work (if applicable),
5. Change Order form signed by all parties.

Cardinal Changes (tag-ons) defined as the adding on to the contracted quantities (base and option) as originally advertised, competed, and awarded, whether for the use of the buyer or for others, and then treating the add-on portion as though it met the requirements of competition shall not be allowed.

G. Revenue Contracts. A revenue contract is a contract in which the County or sub-recipient provides access to public transportation assets for the primary purpose of either producing revenues in connection with an activity related to public transportation or creating business opportunities with the use of FTA assisted property. The County shall provide opportunities as follows:

1. Limited Contract. If there are several potential competitors for a limited opportunity

- (such as advertising space on the side of a bus), then the recipient should use a competitive process to permit interested parties an equal chance to obtain that limited opportunity.
2. **Open Contract.** If, however, one party seeks access to a public transportation asset (such as a utility that might seek cable access in a subway system), and the recipient is willing and able to provide contracts or licenses to other parties similarly situated (since there is room for a substantial number of such cables without interfering with transit operations), then competition would not be necessary because the opportunity to obtain contracts or licenses is open to all similar parties.

The requirement for competitive selection procedures applies to all business opportunities including all revenue generating contracts. The competitive process may consist of a formal bid or proposal process and the County shall document how competition requirements were met.

- H. **Options.** Contracts may include options to ensure the future availability of property or services, so long as the recipient is able to justify those options as needed for its public transportation or project purposes. An option is a unilateral right in a contract by which, for a specified time, a recipient may acquire additional equipment, supplies, or services than originally procured. An option may also extend the term of the contract.

27.7 Protest Procedures. The procedure outlined in Section 22 shall be followed. The FTA shall be notified in writing within seventy-two (72) hours of receipt of a protest in instances when all or part of the funding for the contract is by the FTA. The FTA shall be copied on all subsequent responses to the protest and appeals filed in accordance with this Section.