

SARASOTA COUNTY PROCUREMENT MANUAL

OVERVIEW

The Procurement Manual is designed to explain and facilitate understanding of the Procurement Code, the functions, policies and procedures of Sarasota County and to serve as a guideline for Business Centers and Agencies. The Procurement Code is found in Article VI, Chapter 2 of the Sarasota County Code, which has been approved by the Board of County Commissioners. Procedures contained herein are applicable to all County personnel involved in any phase or aspect of requisitioning, receiving, transferring and replacing supplies, materials, services and equipment.

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CHAPTER 1 PROCUREMENT BUSINESS UNIT

1.0. INTRODUCTION

1.0.1. Procurement provides centralized procurement support and services to county business units and other offices, including appointed and elected officials, who elect to utilize their services. This chapter identifies the specific responsibilities and duties of procurement staff and defines the authority delegated to the Procurement Official by the Procurement Code.

1.0.2. Use of the term Offeror

Throughout this manual the term “offeror” shall mean all of the following: bidder, proposer, vendor and contractor.

1.0.3. Use of the term Requestor

Throughout this manual the term “requestor” shall mean the business unit requesting procurement assistance

1.0.4. Use of the term Specifications

Throughout this manual the term “specifications” shall also denote scopes of services.

1.1. AUTHORITY

1.1.1. In accordance with Article VI, Chapter 2 of the Sarasota County Code, the Procurement Manager is hereby designated as the “Procurement Official”.

1.1.2. The Procurement Official shall have the authority to disqualify or reject bids or proposals deemed to be in violation of any provision of the Florida Statutes, Sarasota County Procurement Code, Sarasota County Procurement Manual or the advertised solicitation to which the offeror is responding. The decision to disqualify or reject an offer is solely at the discretion of the Procurement Official. Any offer submitted by an offeror who is deemed to be non-responsible shall be rejected by the Procurement Official.

1.1.3. Only the Board of County Commissioners, or their designee(s), is authorized to approve procurement contracts on behalf of Sarasota County.

1.1.4. Section 2-214 (a) of the Procurement Code authorizes the County Administrator, or his designee, to approve procurement contracts up to \$100,000 for products and services included in and consistent with the adopted operating budget or capital improvement budget.

1.1.5. Section 2-214 (b) of the Procurement Code authorizes the County Administrator, or his designee, to approve and execute Work Assignments for Continuing Professional Services Contracts that do not exceed \$50,000 or 10% of the contract amount, whichever is greater.

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- 1.1.6. The County Administrator, or his designee, is authorized to approve and execute procurement contracts up to \$500,000 each, for projects included in the Local Economic Stimulus Project list, pursuant to Section 2-214(d) of the Procurement Code.
- 1.1.7. The Procurement Official is authorized to approve and execute certain contract renewals, extensions, amendments, and term contracts pursuant to Sections 2-214 (e), 2-214 (f) and 2-214 (g) of the Procurement Code.
- 1.1.8. The Procurement Official and his designee(s) are authorized to approve purchase orders in accordance with Section 2-214 (h) of the Procurement Code.

1.2. PROCUREMENT DUTIES AND RESPONSIBILITIES

1.2.1. Community Outreach and Relationships

- A. Provide public notice of all competitive procurement opportunities.
- B. Provide potential offerors with a centralized point of contact throughout the solicitation process.
- C. Promote good-will between Sarasota County and potential offerors through open competition wherever possible. Assure fair and equitable treatment of all offerors.
- D. Produce and publish guidelines for doing business with Sarasota County.
- E. Provide training and informational forums on a regular basis.

1.2.2. Consolidation of Requirements

- A. Consolidate purchases of like or common commodities or services and entering into term contracts to obtain maximum cost savings.

1.2.3. Contact with Vendors

- A. During the time when a solicitation is being drafted through the execution of a contract, requestors shall not have contact with potential or actual offerors, and shall direct all communications regarding the solicitation to Procurement.

1.2.4. Evaluation Committees

- A. The Procurement Official has the authority to approve or disapprove the composition of each evaluation committee.

1.2.5. Funding

- A. Verify requestors have identified a funding source for each purchase prior to advertising a solicitation.
- B. Acquire a general ledger account number from the requestor prior to posting any advertisements associated with a solicitation.

1.2.6. Policies and Procedures

- A. Establish purchasing policies in compliance with the Procurement Code through the development and adoption of the Procurement Manual and Standard Operating Procedures.

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- B. Develop and maintain boilerplate templates for procurement solicitations and contracts in consultation with the Office of the County Attorney.
 - C. Ensure compliance with established policies and procedures.
 - D. Develop and distribute of Standard Operating Procedures.
- 1.2.7. Purchasing Card Program
- A. Administer the County's Purchasing Card (P-Card) program in accordance with the Purchasing Card Manual. Functions include approval of accounts, distribution of p-cards, periodic auditing of purchases, and maintenance of accounts.
- 1.2.8. Specifications
- A. Assist internal customers in the preparation and review of specifications for solicitations prior to approval by an Executive Director.
- 1.2.9. Reporting
- A. Collect data and generate reports including, but not limited to, documenting solicitations awarded, threshold violations, local preference, purchasing card usage, procurement exemptions and other pertinent procurement information.
- 1.2.10. Prioritization of Purchases
- A. Work with internal customers to determine the priority of advertising solicitations in the best interest of the enterprise.
- 1.2.11. Thresholds
- A. Establish and enforce thresholds for the procurement of commodities and services.
- 1.2.12. Training
- A. Develop, conduct and/or coordinate procurement training for internal customer and businesses on a regular basis.
 - B. Provide Integrated Fund Accounting System (IFAS) training on the Procurement Module as needed and upon request.

1.3. **ETHICS**

- 1.3.1. County employees, officers and agents shall adhere to the Code of Ethics for Public Officers and Employees as set forth in Part III of Chapter 112, Florida Statutes.
- 1.3.2. County employees shall adhere to the provisions of [Chapter XII, Section 12.03](#) of the Sarasota County Government Human Resources Procedures and Guidelines pertaining to Ethics.
- 1.3.3. In accordance with Human Resources procedures, county employees, officers and agents shall not accept gifts of any type, price or size from any person or firm doing business with the County, or any person who intends to do business with the County. No procurement staff member or requestor shall solicit or accept anything of value to the recipient including a gift, loan, reward or promise of future employment, favor, or service based on the understanding that any official action or judgment of the employee would be influenced thereby.

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- 1.3.4. County employees and agents are required to disclose to the Procurement official any actual or perceived conflict of interest that exists between themselves and an offeror. If a conflict of interest is perceived to exist, a county employee, officer or agent may be ineligible to serve on an evaluation committee, oversee contract negotiations or participate in the solicitation process in any manner.

1.4. VENDOR (OFFEROR) RESPONSIBILITIES

- 1.4.1. Pursuant to the General Terms and Conditions of Solicitations, offerors are prohibited from contacting communicating with or discussing any matter related to an active solicitation with any officer, agent or employee of Sarasota County, other than procurement personnel from the time a solicitation is issued until the execution of an agreement, or when the solicitation has been cancelled.
- 1.4.2. Offerors are responsible for reading and understanding the requirements of each solicitation, including any attachments or addendums prior to submitting a bid or proposal.
- 1.4.3. Offerors are responsible for procuring and maintaining insurance as required by the County.
- 1.4.4. Offerors found to be engaged in bid rigging or collusion shall be declared non-responsible.
- 1.4.5. Offerors are prohibited from offering gifts of any type, price, or size to any county staff member, including, but not limited to procurement staff and requestors.

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CHAPTER 2 PROCUREMENT METHODS

Requestors are encouraged to consult with Procurement to determine which procurement method to use at the beginning of their planning process for any project under consideration.

2.0. THRESHOLD LEVELS

- 2.0.1. All procurements for Sarasota County will be conducted in a manner that promotes competition and secures the best value.
- 2.0.2. The fundamental purpose of establishing thresholds is to aid in the initial determination of the most appropriate procurement method. It is not the intent of this clause to preclude the County from exceeding a threshold.
- 2.0.3. Minimum threshold requirements are:
 - A. Up to \$3,000
One quote procured by requestor. Quote may be obtained by verbal quotation, written documentation, or pricing otherwise observed.
 - B. \$3,001 to \$25,000
Three quotes procured by Procurement or the requestor. Quotes shall be made by written documentation: a brief statement signed by the employee receiving or observing the prices, which may include verbal quotations or prices otherwise observed. The documentation shall include a brief description of the goods or services, the source, and the date. This documentation shall be physically maintained by the requesting department for audit purposes with copy sent to Procurement for verification and approval.
 - C. \$25,001 to \$50,000
Invitation for Quotes solicited by Procurement
 - D. Over \$50,000
Formal solicitation solicited by Procurement
- 2.0.4. Splitting transactions to evade established thresholds and stay within a transaction limit is prohibited.
- 2.0.5. Responsibility for obtaining required quotes may be delegated upon written authorization of the Procurement Official.
- 2.0.6. Procurement and requesting departments are responsible for periodically monitoring expenditure trends against established thresholds to determine if an alternative procurement method would be appropriate. When expenditure trends indicate that a threshold may be exceeded, Procurement and the responsible department will initiate action to utilize an alternative procurement method consistent with section 2.0.4.

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2.1. ANNUAL AGREEMENTS

- 2.1.1. Definition: Annual Agreements, or Term Contracts, are contracts in which a source of services or supply is established for a specified period of time for specified services or supplies; usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price.
- 2.1.2. Standard Term: Annual Agreements will be entered into for an initial term of one year, with the option of two (2) one year renewals upon written agreement by both parties. Exceptions to this standard term may be granted upon written request of an Executive Director and written approval of the Procurement Official.
- 2.1.3. If the County has an annual agreement in place for products and services, requestors are not permitted to purchase products or services included in that agreement from another vendor.
- 2.1.4. Execution of Annual Agreements:
 - A. Annual agreements for products are executed by the Procurement Official.
 - B. Annual agreements for services required on an as-needed basis are executed by the Procurement Official.
 - C. Annual agreements for recurring services up to \$100,000 annually are executed by the Procurement Official.
 - D. Annual Agreements for recurring services in excess of \$100,000 annually are executed by the Board of County Commissioners.
- 2.1.5. Any and all changes to annual agreements are executed by the Procurement Official as amendments to the contract.
- 2.1.6. Renewals of annual agreements are executed by the Procurement Official.
- 2.1.7. A list of active annual agreements is posted on Procurement's SharePoint site.

2.2. PROFESSIONAL SERVICES LIBRARY

- 2.2.1. Definition: The Professional Services Library is a group of firms selected to provide professional engineering, architectural, landscape architectural and mapping & surveying services on an on-going basis through the use of continuing service contracts.
- 2.2.2. Professional Services Library Rotation
 - A. Work assignments within each service category are awarded on a rotational basis.
 - B. For each service category, Procurement will place qualifying firms in the Professional Services Library in the order they are ranked, with the highest scoring firm placed in the first position in the rotation.
 - C. If two or more firms receive the same score, the firm with a local office will be placed first in the rotation. If both firms are local, the firm with the higher number of points for location will be placed first in the rotation. If the firms have the same

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number of location points, location in the rotation will be determined by random selection.

- D. As each work assignment is identified the next firm in the rotation will be offered the opportunity to negotiate that work assignment with the County's Administrative Agent.
- E. Should a firm decline a work assignment, fail to respond to the County's request within 7 business days, or be unable to reach a satisfactory fee negotiation with the County within a reasonable time frame; the County will contact the next firm on the list until the work assignment is successfully negotiated.
- F. Firms will have the option of rejecting one work assignment within each service category within a twelve (12) month period without penalty. A second work assignment rejection within any twelve (12) month period will cause the firm to be skipped in the rotation. A firm who rejects three (3) work assignments (or is unable to satisfactorily negotiate 3 work assignments) in any twelve (12) month period will be removed from the service category.
- G. Firms wishing to reject a work assignment for any reason must complete a Work Assignment Rejection form. A copy of this completed form must be provided to Procurement by the County's Administrative Agent.
- H. Once a full rotation through all firms in a service category is complete, the County may choose to reorder the list using a method that attempts to impart an equitable distribution of work among selected firms.

2.2.3. Professional Services Library - Direct Selection

- A. For work assignments requiring unique experience or knowledge, including past experience on another phase of the project, the county project manager may formally request permission to forego the rotation and select a specific firm. This request will require the completion of a Work Assignment Special Exception form, which requires the approval of both an Executive Director and the Procurement official. Firms that are directly selected for a work assignment as a result of this process shall be passed on their next scheduled turn in the rotation.

2.2.4. Professional Services Library - Local Sub-Consultants Usage

- A. Selected firms are required to make a good faith effort to utilize local sub-consultants in the completion of work assignments. For the purposes of this section, a good faith effort is defined as meaning the selected firm has contacted no fewer than three (3) local firms, provided the required experience and qualifications are available locally.
- B. Selected firms will be required to submit a local sub-consultant affidavit with each work assignment.
- C. Firms found not to be in compliance with the provisions of this section may, at the County's discretion, be removed from the professional services library.

- 2.2.5. The professional services library rotation for each service category is posted on Procurement's SharePoint site.

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2.3. INFORMAL PURCHASES (UNDER \$25,000)

- 2.3.1. Purchases not exceeding \$25,000 are considered informal procurements. Informal procurements are not subject to the formalities of other procurement methods.
- 2.3.2. Informal procurements are subject to threshold requirements and may require documentation of verbal or written quotes as indicated in the minimum threshold requirements listed above.
- 2.3.3. When making informal purchases, Procurement is required to:
 - A. Provide all offerors with identical requests and ensure that all are alerted in writing to any changes in the requirements
 - B. Describe the commodities/or services being solicited with sufficient detail, using clear, concise and complete language to indicate quantities, quality requirements, packaging, warranties, delivery requirements, etc.
 - C. Provide offerors with sufficient time to respond to the request and specify a deadline for submission of information
 - D. Verify that offerors can provide proof of adequate insurance.
 - E. Ensure that required quotes are obtained from local vendors whenever feasible. If Procurement or requestor is unable to locate three local vendors, quotes may be solicited from non-local vendors to compete with available local vendors.

2.4. INVITATION FOR QUOTE (“IFQ”)

- 2.4.1. An Invitation for Quote is a solicitation method by which oral or written prices are obtained from vendors for a product or service that is estimated to cost between \$25,001 and \$50,000. IFQ’s are solicited by procurement staff but do not require advertising, a sealed response, a public opening or public reading of the responses.
- 2.4.2. A properly prepared IFQ will:
 - A. Describe the commodities/or services being solicited in detail, using clear, concise and complete language to indicate quantities, quality requirements, packaging, warranties, delivery requirements, etc.
 - B. Provide offerors with sufficient time to respond to the IFQ
 - C. Provide all offerors with identical copies of the IFQ and assure that all are alerted in writing to any changes in the requirements
 - D. Specify a deadline for the submission of quotes
 - E. Arrange for pre-quote conferences when there is the possibility of extensive questioning by the offerors
 - F. Assure that offerors can provide proof of adequate insurance.
 - G. Obtain quotes only from local vendors whenever feasible. If Procurement or requestor is unable to locate three local vendors, quotes may be solicited from non-local vendors to compete with available local vendors.

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2.5. INFORMATIONAL BULLETIN (“IB”)

- 2.5.1. An Informational Bulletin is a method used to post proposed qualifications and/or specifications related to a formal solicitation for public input prior to the advertisement of the solicitation.
- 2.5.2. When deemed necessary, IB’s will be posted by procurement for a two week period unless a different time frame is authorized by the Deputy County Administrator (DCA).
- 2.5.3. Informational bulletins require written approval of two (2) Executive Directors prior to posting.
- 2.5.4. Waiver of the IB requirement requires written authorization from the DCA or the Procurement official.
- 2.5.5. Comments received in response to IB’s will be shared with requestors and considered recommendations will be considered prior to advertising a solicitation. There is no guarantee that recommendations received will be incorporated into the resulting solicitation.
- 2.5.6. Offerors responding to an IB will not be pre-qualified to participate in a future solicitation.

2.6. INVITATION FOR BIDS (“IFB”)

- 2.6.1. An [Invitation for bids](#) is a procurement method used for purchases exceeding \$50,000. Sealed bids are submitted in response to a formal invitation for bids, to prevent pricing from being revealed prior to the time and date set for the bid opening. Bids are awarded to the responsive and responsible offeror submitting the lowest bid price. In awarding bids, preference shall be given to local businesses in accordance with Section 2-219 of the Sarasota County Procurement Code, and further defined in the Procurement Manual.
- 2.6.2. An Invitation for Bids is published by Procurement using the adopted standard IFB template.
- 2.6.3. A bid opening is the official process in which sealed bids are opened, at the time and date specified in the invitation for bid. Bid openings are open to the public. The amount of each bid is recorded by Procurement at the bid opening.
- 2.6.4. Construction goods and services, including construction term contracts, are procured through the IFB process in accordance with Florida Statutes 255.20(1) and 255.20(2).
- 2.6.5. Construction goods or services less than \$50,000 do not require an Invitation for Bids but must comply with other competitive threshold requirements.
- 2.6.6. Construction Management services are procured in accordance with Section 255.103, Florida Statutes.
- 2.6.7. Each IFB for construction services will require publication of the proposed qualifications and specifications for public review and comment prior to advertisement of the IFB. Informational Bulletins require written approval of two (2) Executive

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Directors prior to posting. Waiver of the IB requirement requires written authorization from the DCA or the Procurement official.

- 2.6.8. IFB Tie Breaking Procedures are defined in Section 2-219 (k) of the Procurement Code:
Whenever two or more bids for goods or services are determined to be equal with respect to price, quality and service, the bid received from the business that certifies it has implemented a drug free workplace program pursuant to Section 287.087; Florida Statutes shall be given preference in the award process. If neither or all of the tied bidders have certified that they are drug-free workplaces, award shall be made to the bidder doing business from a location within Sarasota County. If a tie continues to exist, the award shall be made based on random selection by the Procurement Official before at least three witnesses.
- 2.6.9. IFB Procedures
Procedures for initiating an IFB, including requestor and Procurement responsibilities are included in the Standard Operating Procedure for IFB's.

2.7. REQUEST FOR INFORMATION ("RFI")

- 2.7.1. A Request for Information (RFI) is a formal method of gathering information from potential providers on a proposed product or service.
- 2.7.2. Information submitted in response to an RFI is often used to develop specifications included in a future solicitation (RFP).
- 2.7.3. A contract is not awarded as the result of an RFI.
- 2.7.4. Pricing is not requested during the RFI process.

2.8. REQUEST FOR PROPOSAL ("RFP")

- 2.8.1. A [Request for Proposals](#) (RFP) is a method used to solicit proposals from potential providers for goods and services. Price is not usually a primary evaluation factor. An RFP provides for the negotiation of all terms, including price (to the extent permitted by the RFP), prior to execution of a contract with the selected proposer. Requests for Proposals are most often issued for procurements exceeding \$50,000 but may be issued at the discretion of the Procurement official, regardless of the anticipated dollar amount of the expenditure.
- 2.8.2. The RFP document may include, but is not limited to, general information, qualification requirements, applicable laws and rules, functional or general specifications, performance specifications, statement of work, proposal instructions, and evaluation criteria.
- 2.8.3. Informational Bulletins (IB): Each RFP for services will require publication of the proposed qualifications and scope of work for public review and comment prior to advertisement of the RFP. Informational Bulletins require written approval of two (2) Executive Directors prior to posting. Waiver of the IB requirement requires written authorization from the CFPO or DCA to the Procurement official.
- 2.8.4. Award of RFP

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Each RFP shall be awarded to the responsive and responsible proposer or proposers whose proposal, in the sole opinion of the evaluation committee, is determined to be the most advantageous to the County.

- A. In awarding each RFP, preference shall be given to local businesses in accordance with Section 2-220 of the Sarasota County Procurement Code, and further defined in Section 7 of the Procurement Manual.
- B. Section 2-220 (i) of the Procurement Code grants preference to local businesses in the evaluation of an RFP. Proposers who qualify as a local business shall be granted points totaling 10% of the total points allotted. This preference does not apply to those operations classified as Professional Services, as defined in [Section 287.055, Florida Statutes \(CCNA\)](#).
- C. Proposer's final scores will be rounded to the nearest whole number.
- D. For products and services estimated to exceed \$5,000,000 in total costs, the proposers with the three highest scores will be short-listed and invited to make oral presentations to the RFP Evaluation Committee. Following the presentations, the Committee will rank the short-listed proposers and recommend the first ranked proposer for award.

2.8.5. RFP Tie Breaking Procedures

A tie shall exist when two or more proposals receive the same rounded final score. Tie breaking procedures shall only be applied when a tie exists between the highest scoring proposers.

- A. Pursuant to Section 287.087, Florida Statutes, Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- B. If both proposers have implemented a drug-free program, and the tie exists between a non-local business proposer and a local business proposer, award shall be made to the local business proposer. A local business is defined in section 7.1.1.
- C. In the event of a tie between two or more local business proposers, or two or more non-local business proposers, award shall be made to the proposer with the lower volume of work previously awarded in the twenty-four months prior to the submittal deadline. Volume of work shall be calculated based upon total dollars paid to the proposer in the twenty-four months prior to the RFP submittal deadline. Payment information will be retrieved from the Clerk of Court's financial system (IFAS). Payments made to proposed sub-consultants will not be included in this calculation.
- D. If a tie continues to exist, the award shall be made based on random selection by the Procurement Official before at least three witnesses.

2.8.6. Cancellation and Re-advertisement of RFP

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- A. In the event it is determined to be in the best interest of the County to do so, the Procurement Official may cancel the RFP without making an award, at any point in the solicitation process, in accordance with the reserved rights identified in Section 2-220 of the [Procurement Code](#).
- B. RFP's that are canceled must undergo review and possible remediation, at the direction of Procurement, before they may be re-advertised.

2.8.7. RFP Procedures

Procedures for initiating a Request for Proposal, including requestor and Procurement responsibilities are included in the Standard Operating Procedure for RFP's.

2.9. REQUEST FOR PROFESSIONAL SERVICES ("RPS")

2.9.1. A Request for Professional Services ("RPS") is a method used to solicit proposals from firms qualified to provide professional engineering, architectural, landscape architectural and survey and mapping services. Professional Services are procured in accordance with the Consultant's Competitive Negotiations Act (CCNA) established by Section 287.055 of the Florida Statutes in procuring professional services. Design-Build services are procured under CCNA.

2.9.2. All professional services in these disciplines estimated to cost in excess of \$25,000 must be solicited through a formal Request for Professional Services.

2.9.3. For professional service requirements up to \$3,000, the requestor shall obtain one written quotation. The PSRC will not be utilized for these requirements.

2.9.4. For professional service requirements over \$3,000 and under \$25,000, Procurement will coordinate the process for obtaining three written quotes. The PSRC will not be utilized for these requirements.

2.9.5. Award of an RPS

- A. Each RPS shall be awarded to the responsive and responsible Proposer or Proposers whose proposal, in the sole opinion of the Professional Services Evaluation Committee ("PSRC"), is determined to be the most qualified to perform the work.
- B. For projects estimated to exceed \$5,000,000 in total design and construction costs, the proposers with the three highest scores will be short-listed and invited to make oral presentations to the Professional Services Review Committee (PSRC). Following the presentations, the PSRC will rank the short-listed proposers and recommend the first ranked proposer for award.

2.9.6. RPS Tie Breaking Procedures

A tie shall exist when two or more proposals receive the same rounded final score. Tie breaking procedures shall only be applied when a tie exists between the highest ranking proposers.

- A. Proposer's final scores will be rounded to the nearest whole number.
- B. In the event of a tie, award shall be made to the proposer with the lower volume of work previously awarded. Volume of work shall be calculated based upon total dollars paid to the proposer in the twenty-four months prior to the RPS submittal

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deadline. Payment information will be retrieved from the Clerk of Court's financial system (IFAS). Payments made to sub-consultants will not be included in this calculation.

- C. In the event a tie still exists, selection will be determined based on random selection by the Procurement official before at least three witnesses.

- 2.9.7. Procedures for initiating a Request for Professional Services, including requestor and Procurement responsibilities are included in the Standard Operating Procedure for RPS's.

2.10. REQUEST FOR CONTINUING PROFESSIONAL SERVICES

- 2.10.1. Professional continuing services contract work is defined under the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as work where construction costs do not exceed \$2 million, as study activity when the fee for such professional services does not exceed \$200,000, or as work of a specified nature as outlined in the contract required by the agency.

- 2.10.2. The Sarasota County Professional Services Library is a group of firms selected to provide professional engineering, architectural, landscape architectural and mapping & surveying services on an on-going basis through the use of continuing service contracts.

2.10.3. Professional Services Library Qualification and Selection Process

- A. Professional services firms wishing to do business with Sarasota County on a continuing contractual basis are required to submit qualifications in response to a Request for Professional Services for each Service Category where they wish to provide services.
- B. Sarasota County staff selected for their knowledge and experience in each service category review all submittals and assign points based on the content of the submittals in accordance with applicable evaluation criteria.
- C. Criteria used to evaluate responses are defined in each Request for Professional Services.
- D. Firms scoring 80 or more points are placed in the Professional Services Library for that service category.
- E. Firms scoring less than 80 points are not placed in the Professional Services Library for that category, but are eligible to resubmit qualifications during the next qualification period.
- F. Firms in the Professional Services Library are required to confirm their qualifications annually in order to remain in the Library for each service category. Firms unable to meet minimum qualifications will be removed from the service category by the Procurement official.

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CHAPTER 3 LOCAL PREFERENCE

Sarasota County grants preference to local businesses in accordance with Sections 2-219 and 2-220 of the Sarasota County Procurement Code. A Procurement representative will oversee the application of local preference to Competitive Sealed Bids and Competitive Sealed Proposals.

3.0. DEFINITION OF “LOCAL BUSINESS”

- 3.0.1. “Local business” means the vendor has paid a local business tax either to Sarasota County or to the county in which the vendor is located, if applicable, prior to bid submission that authorizes the vendor to provide the commodities or services to be purchased, and maintains a permanent physical business address located within the limits of Sarasota, Manatee, Desoto or Charlotte County from which the vendor operates or performs business, and at which at least one full time employee is located
- 3.0.2. In addition, fifty percent (50%) or more of the employees based at the local business location must reside within Sarasota, Manatee, Desoto or Charlotte County.
- 3.0.3. In the event the local office is not the primary location of the vendor, at least 10% of the vendor’s entire full-time employees must be based at the local office location. Alternatively, this requirement may be satisfied if at least one corporate officer, managing partner or principal owner of the vendor resides in Sarasota, Manatee, Desoto or Charlotte County
- 3.0.4. Primary location is defined as the corporate headquarters of the business.

3.1. LOCAL PREFERENCE SUBMITTAL REQUIREMENTS

- 3.1.1. Bidders and Proposers wishing to be granted local preference must submit all required documentation with their bid or proposal.
- 3.1.2. Bidders or proposers who submit falsified data shall be disqualified from consideration as a local business in Sarasota County for a period of one (1) year

3.2. LOCAL PREFERENCE APPLIED TO SEALED BIDS

- 3.2.1. When applying local preference to competitive sealed bids, a Procurement representative will notify the responsive and responsible lowest local business bidder that they have five (5) business days to resubmit a bid that matches or beats the low bid submitted by the non-local business, provided the local businesses original bid was within 10% of the lowest bid submitted by the non-local business.
- 3.2.2. If the lowest local business bidder submits a revised bid that matches, or beats, the bid submitted by the lowest non-local business bidder, Procurement will award the bid to the local business. If the lowest local business bidder fails to submit a bid that matches or beats the bid submitted by the lowest non-local business bidder, Procurement will award the bid to the non-local business.

3.3. LOCAL PREFERENCE APPLIED TO REQUEST FOR PROPOSALS (SEALED PROPOSALS)

- 3.3.1. When applying local preference to competitive sealed proposals (RFP’s), the Procurement representative will apply points equaling up to 10% of the total points allotted in the evaluation criteria, to any business submitting documentation that they

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are considered a local business. The allocation of points shall be clearly defined in each solicitation, and, when appropriate, may include points awarded for the use of local sub-consultants and the length of time a business has maintained a permanent local office.

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CHAPTER 4 PROCUREMENT EXEMPTIONS

The Procurement of goods and services shall be made using a competitive process whenever possible. There are instances, when it may be in the County's best interest to exempt a purchase from competition. All procurement exemptions requests must be submitted using a Competitive Procurement Exemption Request form. All exemption requests are subject to review by Procurement staff and approval by the Procurement official. Approved exemptions are valid for a period of twelve months, or if a piggyback, until the solicitation being piggybacked expires, after which a new request must be presented for consideration. In accordance with Section 2-216 of the Procurement Code, the following procurements may not be subject to competitive requirements in the judgment of the Procurement official.

4.0. LEGAL SERVICES

- 4.0.1. The County Attorney has the sole authority to procure legal services. "Legal Services" shall mean any services provided by an attorney or law firm.
- 4.0.2. Any exemption related to Legal Services must be initiated by the County Attorney.

4.1. LEGISLATIVE LOBBYING SERVICES

Legislative lobbying services provided by an attorney or law firm shall not be deemed to constitute legal services.

4.2. SOLE SOURCE

- 4.2.1. Definition: A sole source is a situation created due to the inability to obtain competition. May result because only one vendor or supplier possesses the unique ability or capability to meet the particular requirements
- 4.2.2. Section 2-215 of the Procurement Code states that "A contract may be awarded for goods or services without competition when the Procurement official determines in writing that there is only one source for the required item".
- 4.2.3. Sole source exemption requests that are not supported by written documentation verifying that the product or service is proprietary or that the vendor is the only authorized distributor require advertisement of Intent to Sole Source. If no vendors or suppliers respond, the sole source exemption will be approved by the Procurement official. If vendors or suppliers respond that they are capable of providing products or services that meet the advertised specifications, competition may be required.
- 4.2.4. Sole Source exemption requests require approval of the Procurement Official and the Deputy County Administrator prior to advertisement of the Intent to Sole Source.
- 4.2.5. Sole Source vendors must meet one or more of the following criteria:
 - A. There is only one authorized vendor or distributor.
 - B. No other vendor can provide a comparable product or service, regardless of cost or timeline
 - C. The product or service is proprietary (only one company has the legal right to sell it)

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- D. Other vendors sell something similar, but the Requestor needs something very specific to be compatible with existing equipment, and only one vendor sells it
- E. The County has formally standardized on a specific manufacturer's product
- F. Plans or drawings were signed and certified by this firm and no other firm is permitted to change them

4.2.6. The following criteria are not considered legitimate sole source exemptions:

- A. Time or cost savings
- B. Consistency
- C. Vendor preference
- D. Continuation of work under an expired quote or contract

4.3. COOPERATIVE PURCHASING

4.3.1. Definition: Cooperative purchasing refers to an arrangement whereby public procurement units purchase from the same supplier or multiple suppliers using a single solicitation. Examples include State of Florida purchasing agreements, National Association of County (NACo) agreements and federal GSA agreements.

4.3.2. When utilizing a cooperative purchasing agreement, whenever possible requestor shall utilize vendors that have an office located in Sarasota, Manatee, Charlotte or Desoto County. Requestor will provide a written analysis of the availability of local businesses capable of providing similar products or services, which will be considered as part of the cooperative purchasing request. If qualified local vendors are available, competition may be required at the discretion of the Procurement official.

4.4. PIGGYBACKING

4.4.1. Definition: Piggybacking is the procurement of goods and services from vendors who have been selected by other government agencies, regardless of contract status, as a result of a competitive selection process which is substantially equivalent to that of the County.

4.4.2. Contract Term – Piggybacks will be reviewed annually and are limited to a maximum term of three years, after which requestors are required to either present a new exemption request for consideration, or work with Procurement to solicit bids or proposals.

4.4.3. Piggybacking for services estimated to be in excess of \$100,000 require a two-party contract executed by the Board of County Commissioners.

4.4.4. Piggybacking the procurement of goods and services requires written approval of the Deputy County Administrator and the Procurement Official.

4.4.5. Piggybacking other jurisdictions solicitations will be limited to entities approved by the Deputy County Administrator and the Procurement Official. A list of approved piggybacks is maintained by the Procurement official.

4.5. INFORMATION TECHNOLOGY

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- 4.5.1. Products or services related to information technology which are necessary:
 - A. to maintain existing warranties, or
 - B. to maintain compatibility with existing County systems
- 4.5.2. Any exemption related to Information technology requires the approval of the Chief Information Officer or their designee.

4.6. PERSONNEL

- 4.6.1. The procurement of personnel, including, but not limited to, part-time, temporary and contract services.
- 4.6.2. Any exemption related to Personnel requires the approval of the Executive Director of Talent and Performance Management or their designee.

4.7. OTHER PROCUREMENT EXEMPTIONS

Other types of exemptions are authorized by Section 2-216 of the Procurement Code and may be granted exemption from competitive requirements at the discretion of the Procurement official.

- 4.7.1. Procurement's made from nonprofit organizations.
- 4.7.2. The procurement of dues and memberships in trade or professional organizations, subscriptions for periodicals, books, electronic information, media, maps, pamphlets and similar material in printed or electronic form; real property and related services; works of art for public display, advertising, medical, dental, psychological, pharmaceutical, nursing, and other medically related professional services; room or board for social service clients; funeral related services; water, sewer, electrical, cable television, or other utility services; and business travel services.
- 4.7.3. Contracts for goods and services to be provided directly to the public by the contractor.
- 4.7.4. The procurement of goods and services as part of the process of apprehending persons suspected of violating the law.
- 4.7.5. Direct purchase orders issued for sales tax savings.
- 4.7.6. The procurement of instructors, trainers, facilitators, counselors, perishable food, used equipment, artistic services, educational field trips and recreational field trips.
- 4.7.7. Goods or services given to the County via grant, gift or bequest.
- 4.7.8. Security services provided by off-duty law enforcement personnel and organizations employing such personnel.
- 4.7.9. Contracts for goods and services that are provided at no cost to the County.
- 4.7.10. Equipment repair provided by Original Equipment Manufacturer (OEM) or repairs based on an independent appraisal.

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CHAPTER 5 EMERGENCY PROCUREMENTS

5.0. DEFINITION

An emergency procurement is defined as a purchase made due to an unexpected and urgent request where health and safety or the conservation of public resources is at risk. Competitive procurement requirements are waived in emergency procurements.

5.1. AUTHORIZATION

5.1.1. Emergency Procurements are authorized by Section 2-217 of the Procurement Code.

5.1.2. Emergency Procurements may only be authorized when there is an immediate danger to persons or property or the threat of substantial economic loss to the County.

5.2. NOTIFICATION

5.2.1. The Procurement official must be notified of the need for an emergency procurement in writing by a General Manager or Executive Director as soon as possible. Emergency procurements will be made with such competition as is practical under the circumstances.

5.2.2. After the Procurement official is notified of the need for an emergency procurement, the requestor will initiate a memo requesting approval of the County Administrator, or his designee. The emergency procurement authorization memo must be routed through the Procurement official, and shall contain the following minimum information:

- A. Detailed explanation of the basis for the emergency
- B. Date the emergency procurement was initiated
- C. Information regarding the vendor selection process (including whether or not a local business was selected)
- D. Financial information (including the total estimated cost of the procurement)

5.2.3. All emergency procurements must be subsequently reported to the Board of County Commissioners, through the County Administrator.

5.3. LOCAL BUSINESSES

5.3.1. Whenever feasible, local businesses shall be contacted to provide emergency products or services.

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CHAPTER 6 UNAUTHORIZED PURCHASES

6.0. DEFINITION

Purchases authorized prior to the approval of a Purchase Order, shall be considered “after-the-fact” purchases, and will require the submittal of an [“After-The-Fact Procurement Form”](#).

6.1. AUTHORIZATION

Per Section 2-227 of the Procurement Code, any employee who authorizes the purchase of materials, supplies or services, outside the centralized Procurement system is in violation of County Procurement procedures.

6.2. At the discretion of the employee’s manager, general manager or executive director, the unauthorized purchase of materials, supplies or services may result in:

- 6.2.1. Written reprimand;
- 6.2.2. Suspension without pay;
- 6.2.3. Termination of employment

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CHAPTER 7 INSURANCE REQUIREMENTS

7.0. INSURANCE REQUIREMENTS

- 7.0.1. Insurance requirements are posted on the Safety and Risk Management SharePoint site.
- 7.0.2. Evidence of insurance is required for all (but not limited to) services, contracting operations, concessions, sports leagues, sports training, maintenance agreements and consulting services. The purpose is to protect County assets, County employees and the general public from losses for property damage, bodily injury, loss of use, business interruption and financial loss. It is the responsibility of the requestor to ensure the offeror has adequate insurance coverage.
- 7.0.3. Insurance is required regardless of the payment mechanism. Purchasing Card procurements are not exempt from insurance requirements.
- 7.0.4. Offerors can review insurance requirements and view sample insurance certificates on the Safety & Risk Management website at www.scgov.net.

7.1. INSURANCE GUIDELINES

- 7.1.1. Insurance requirements are established and managed by the Safety and Risk Management Business Unit.
- 7.1.2. Insurance is required based upon risk and loss potential.
- 7.1.3. The Contract Matrix on the [Risk Management SharePoint site](#) will guide you to the exposure index and the required limits of liability.

7.2. INSURANCE WAIVERS

- 7.2.1. Certain categories may be exempt from standard insurance requirements with the approval of Risk Management. Waivers require the approval of a [Waiver of Insurance Form](#) prior to procuring products or services.

7.3. INSURANCE AUDITS AND REPORTING

- 7.3.1. Procurement and Risk Management randomly audit purchasing card purchases to ensure compliance with insurance requirements.

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CHAPTER 8 PAYMENT MECHANISMS

All purchases must comply with the provisions of the Procurement Code and Procurement Manual, regardless of the method of payment.

8.0. PURCHASING CARD

8.0.1. PURCHASING CARD TRANSACTIONS

- A. Purchasing Cards may be used to make small dollar purchases, for a single or multiple items, totaling no more than \$3,000.00 per transaction. Additionally, all thresholds, guidelines and limits identified in Section 2.0 apply to the use of the P-Card.
- B. Transactions cannot be split to stay within the \$3,000.00 per transaction limit.
Single transaction limits may exceed \$3,000.00 upon written approval of the Procurement Official.

8.1. PURCHASE REQUISITION/PURCHASE ORDER

- 8.1.1. To initiate a purchase requisition requestors must submit a [Purchase Request Form](#) to Procurement. Purchase Request forms can be downloaded from the Procurement SharePoint Site.
- 8.1.2. Purchase requisitions govern transactions between the County and its vendors for the procurement of goods and services.
- 8.1.3. Purchase requisitions may stand alone or be used in conjunction with two-party contracts.
- 8.1.4. Purchase requisitions require approval of an Executive Director or their designee.
- 8.1.5. Section 2-214 (h) of the Procurement Code authorizes the Procurement official, and his designee(s) to approve purchase orders. The Procurement official delegates authority for approving purchase orders.
- 8.1.6. The procurement of services exceeding \$100,000 requires a contract executed by the Board of County Commissioners, or their designee, in addition to a purchase order.

8.2. PAYMENT REQUEST

- 8.2.1. [Payment requests](#) are managed by the Clerk of Court Finance Business Unit and are appropriate only when a vendor does not accept purchasing cards or purchase orders.

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CHAPTER 9 CONTRACTS

- 9.0.** A Procurement contract may be used in conjunction with, but not in lieu of, a competitive procurement method such as a bid or RFP. Contracts govern the business transaction between the County and its vendors. Contracts may be negotiated and executed after a bid, RFP or Call has been issued and awarded.
- 9.1.** Contracts may be required in any of the following circumstances:
 - 9.1.1. The procurement of services exceeding \$100,000 requires a contract approved by the Board of County Commissioners.
 - 9.1.2. A large potential expenditure represents a high level of risk to the County
 - 9.1.3. A project may extend over a long period of time or over multiple fiscal years
 - 9.1.4. A payment structure is complex and a contract will serve as a standing definition of when payments are due and the amount of the payments
 - 9.1.5. Whenever the potential for disagreement between the County and the vendor represents a risk to the County, financial or otherwise
 - 9.1.6. An expenditure requires Board approval and a contract is an appropriate mechanism to obtain that approval
 - 9.1.7. A contract is required by law, policy or other similar established regulation
 - 9.1.8. A contract is determined necessary at the sole discretion of the Procurement official.

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CHAPTER 10 VENDOR INFORMATION

10.0. MINORITY OWNED BUSINESS ENTERPRISE

10.0.1. It is the policy of Sarasota County that all businesses regardless of size, owner's race, color, national origin, religion, or sex, shall be afforded equal access to participate in the competitive process of supplying goods and services to the County.

10.1. CONVICTED VENDOR LIST

10.1.1. [Section 287.133\(3\) \(d\), Florida Statutes](#), provides that the Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

10.1.2. Procurement staff will review the [State of Florida Convicted Vendor list](#) prior to approving contracts and grant agreements to ensure Sarasota County does not enter into agreements with vendors prohibited from providing goods and services to a public entity.

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CHAPTER 11 TECHNOLOGY

11.0. CELLULAR

11.0.1. In order to ensure that the County receives the best possible cellular service quality, and that cellular service is available at the greatest possible number of county locations, it is in the County's best interest to evaluate and assess cellular telephone service as new technologies improve the delivery of enterprise business processes.

11.1. COMPUTER HARDWARE AND SOFTWARE

11.1.1. All computer hardware and software purchases must be approved by Enterprise Information Technology (EIT).

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CHAPTER 12 PROTESTS

- 12.0.** Any bidder, proposer or offeror who believes that they have been aggrieved in connection with the solicitation or award of a contract, may protest the solicitation or the award action in accordance with the procedures outlined in Section 2-223 of the Procurement Code. Protest responses and proceedings are facilitated by the Procurement official, but may require involvement of additional County staff.
- 12.1.** Contact with County Staff: Pursuant to Section 2-223 (b) of the Procurement Code, Protestors, and those acting on behalf of a protestor, are prohibited from directly contacting any County officer, agent or employee, other than the Procurement staff, to discuss any matter relating in any way to the solicitation being protested. This prohibition begins with the issuance of the solicitation and ends upon execution of an agreement or cancellation of the solicitation. Failure to adhere to this restriction may result in the protest being rejected or denied by the County without further consideration.
- 12.2.** Required Form: To be considered by the County, protestors must submit a completed Protest Submittal Form with their written protest, including but not limited to a cover letter, exhibits, evidence or documents to substantiate any claims made. This Form is available at www.scgov.net and from the office of the Procurement official. Failure to submit any of the required information or documentation with a timely filed written protest will result in the protest being rejected by the County without further consideration.
- 12.2.1. Future appeals of this protest may not contain additional or supplementary arguments or positions that are not identified in the initial protest. Supplemental information does not replace the need for information provided on this form.
- 12.3.** Protests of the terms, conditions and specifications:
- 12.3.1. Protests of the terms, conditions and specifications contained in a solicitation must be received by the Procurement official within five (5) business days after the posting of the solicitation.
- 12.3.2. Written protests of the terms, conditions and specifications may be sent via hand delivery, certified mail or facsimile. **Email is not an acceptable means of delivery.** The protestor is solely responsible for verifying that the written protest was received in a timely manner. Written protests should be addressed to:
- Sarasota County Procurement
Attention: Procurement Manager
1660 Ringling Blvd. Third Floor
Sarasota, FL 34236
- Protests may also be faxed to:
- 941-861-5171
Attention: Procurement Manager
- 12.3.3. The solicitation process shall be stopped upon the timely receipt of a written protest of the terms, conditions or specifications, including a complete Protest Submittal Form.

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- 12.3.4. The Procurement Official shall take as much time as necessary to review the protest and provide a written decision to the protestor.
 - 12.3.5. The protestor may appeal a denial by the Procurement official to the County Administrator within five business days of receipt of Procurement official's decision
 - 12.3.6. The decision of the County Administrator or his designee shall be furnished to the protestor within seven business days of receipt of the timely filed appeal.
 - 12.3.7. The protestor may appeal the decision of the County Administrator to the Board of County Commissioners within five business days of receipt of the decision of the County Administrator or his designee.
 - 12.3.8. The decision of the Board of County Commissioners shall be final.
 - 12.3.9. A protestor who fails to submit a protest of the terms, conditions, and specification of a solicitation within the specified time frame, and who continues to participate in the solicitation process, will be deemed to have waived any right to protest the terms, conditions or specifications of that solicitation.
- 12.4. Protests of the Recommended Award of a solicitation:**
- 12.4.1. Protestors who can demonstrate that they have been aggrieved as a result of the recommendation of award, must verbally notify the Procurement official of their intent to protest a recommended award of a solicitation within three (3) business days of the electronic posting of the Notice of Recommended Award.
 - 12.4.2. After verbally notifying the Procurement official of their intent to protest, Protestors must file a formal written protest with the Procurement official within five (5) business days of the posting of the Notice. Written protests must be accompanied by a properly completed Protest Submittal Form and a Protest Bond. Protests that fail to demonstrate how the protestor has been aggrieved as a result of the recommendation of award shall be rejected without further consideration by the County.
 - 12.4.3. Protest Bonds: Protest bonds equal to 2% of the total recommended bid or proposal price or \$2,000.00, whichever is less must be submitted with each protest of a recommended award. Cashier's checks equal to 2% of the total recommended bid or proposal price or \$2,000.00, whichever is less, will be accepted in lieu of a protest bond. If the solicitation did not require a formal bid or a proposed price (such as Requests for Professional Services), the protest bond will be equal to \$2,000.00. Failure to submit a protest bond with a protest of the Recommended Award will result in the protest being rejected by the Procurement official without further consideration by the County.
 - 12.4.4. Written protests of a Recommended Award may be sent via hand delivery, or certified mail. **Email is not an acceptable means of delivery.** The protestor is responsible for verifying that the written protest was received in a timely manner. Written protests should be addressed and delivered to:

Sarasota County Procurement
Attention: Procurement Manager
1660 Ringling Blvd. Third Floor
Sarasota, FL 34236

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- 12.4.5. Upon receipt of a formal written protest which has been timely filed, including a completed Protest Submittal Form and a Protest Bond, the solicitation process or the contract award process will be stopped until the subject protest is resolved, unless it is determined that particular facts and circumstances require the continuance of the solicitation process or the contract award process without delay to avoid an immediate and serious danger to the public health, safety or welfare of the County.
- 12.4.6. The Procurement official shall furnish a decision to the protestor in writing within five (5) business days of receipt of a formal written protest of a Recommended Award.
- 12.4.7. The protestor may appeal a denial by the Procurement official to the County Administrator. The formal written appeal shall be made within five business days of receipt of the decision of the Procurement official and shall include the basis for the protestor's disagreement with the decision of the Procurement official.

Written protest appeals may be sent via hand delivery, certified mail or facsimile. **Email is not an acceptable means of delivery.** The protestor is responsible for verifying that the written protest appeal was received in a timely manner. Written protest appeals should be addressed to:

Sarasota County Government
Attention: Jim Ley, County Administrator
1660 Ringling Blvd., 2nd Floor
Sarasota, FL 34236

Appeals may also be faxed to:
941-861-5987
Attention: Jim Ley, County Administrator

- 12.4.8. The County Administrator or his designee must provide a written decision to the protestor within seven (7) business days of receipt of an appeal of the Procurement official's decision.
- 12.4.9. A protestor may appeal the decision of the County Administrator to the Board of County Commissioners. The formal written appeal shall be made within five (5) business days of receipt of the decision of the County Administrator or his designee and shall include the basis for the protestor's disagreement with the decision of the County Administrator.
- 12.4.10. Written appeals to the Board of County Commissioners may be sent via hand delivery, certified mail or facsimile. **Email is not an acceptable means of delivery.** The protestor is responsible for verifying that the written appeal was received in a timely manner. Written appeals of the County Administrator's decision should be addressed to:

Sarasota County Commission
Attention: Chair
1660 Ringling Blvd., 2nd Floor
Sarasota, FL 34236

Appeals may also be faxed to:
941-861-5987
Attention: Sarasota County Commission Chair

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- 12.5.** The administrative proceeding before the Board of County Commissioners is quasi-legislative in nature and is not a public hearing or quasi-judicial proceeding. The Procurement official shall provide the protestor with a copy of the appeal procedures prior to the appeal being heard by the Board.
- 12.6.** A bidder or proposer who has been recommended for an award which is being protested shall be afforded the opportunity to participate in the protest process, including the administrative proceedings before the Board of County Commissioners
- 12.7.** The decision of the Board of County Commissioners regarding any protest shall be final. The protestor and any bidder or proposer who is afforded the opportunity to participate in the protest proceedings shall be bound by the Board's determination and may not protest that decision.

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CHAPTER 13 DEFINITIONS

- 13.0.** Terms included in Chapter 13.0 are reprinted with permission from the National Institute of Governmental Purchasing, Inc. (NIGP) (2010), *Public procurement dictionary of terms*. Herndon, VA: NIGP.
- 13.0.1. Addendum/Addenda: A written change, addition, alteration, correction or revision to a bid, proposal or contract document. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 13.0.2. Agreement: An understanding, usually in writing, between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance rendered in accordance with the conditions of the agreement. Agreements and contracts are sometimes used synonymously. Generally agreements are approved by an attorney “as to form” and legal sufficiency prior to execution.
- 13.0.3. Amendment: (1) An agreed addition to, deletion from, correction or modification of a document or contract. (2) To revise or change an existing document; a formal revision, improvement or correction.
- 13.0.4. Apparent Low Bidder: After conducting a price analysis from quotes/bids received, the buyer initially identifies the low bidder strictly based on the lowest price received before determining whether the bid is from a responsive and responsible bidder.
- 13.0.5. Appeal: An objection to a process, procedure or an award. An appeal may be taken to the proposer authority responsible for receiving appeals by filing a Notice of Appeal within the required time period. This notice must be in writing, signed by a person of authority, (the contractor, an officer, if the contractor is a corporation, or its attorney) and should identify the contract by number, the final decision which is being appealed, and the agency issuing that final decision. Although express mail services are sufficient if you are certain that the Notice will be delivered within the specified timeframe, it is safer to send the Notice by registered mail which provides irrefutable proof of mailing within the specified time.
- 13.0.6. Architectural and Engineering Services (A&E) Services: Professional services within the scope of the practice of architecture and professional engineering, as defined by the jurisdiction, usually involving research, design, development, construction, alteration or repair of real property.
- 13.0.7. Award: The acceptance of a bid or proposal; the presentation of a purchase agreement or contract to a bidder or offeror.
- 13.0.8. Bid: (noun) The response submitted by a bidder to an Invitation for Bids (IFB) or to a multi-step bid. Sometimes the complete bid document may be referred to as “the bid”. The response to a request for proposal (RFP) is called a proposal or offer.
- 13.0.9. Bidder: One who submits a response to an invitation for bid (IFB). Also see Offeror.

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- 13.0.10. Bid Documentation: A file containing all of the information and records relating to the bid, which may include all of the original bids received, specifications, insurance requirements, addenda, bonds, correspondence and all other relevant data that may be subject to audit and further review.
- 13.0.11. Bid Opening: The official process in which sealed bids are opened, usually in the presence of one or more witnesses, at the time and place specified in the invitation for bid. The amount of each bid is recorded and bids are made available for public inspection. It may be open to the public.
- 13.0.12. Bid Rigging: The agreement among potential competitors to manipulate the competitive bidding process, for example, by agreeing not to bid, to bid a specific price, to rotate bidding or to give kickbacks to purchasers.
- 13.0.13. Bond: (1) A certificate reflecting a firm's promise to pay the holder a periodic interest payment until the date of maturity and a fixed sum of money on the designated maturity date. (2) An interest bearing security issued by governments.
- 13.0.14. Centralized Purchasing: An organizational structure where all of the rights, powers, duties and authority relating to purchasing are vested in the ~~Chief Procurement Officer~~ ~~(CPO)~~. While the ~~CPO~~ Procurement Official may often delegate some of these powers to others, the final authority nevertheless reside with the Procurement Official ~~CPO~~. Example: Individual operating departments are permitted to release materials from blanket orders that have been issued by the Purchasing Department or they may use the agency's Procurement Card to make individual purchases for their department.
- 13.0.15. Change Order: A written alteration that is issued to modify or amend a contract or purchase order. A bilateral (agreed to by all parties) or unilateral (government orders a contract changes without the consent of the contractor) request which directs the contractor to make changes to the contracted scope of work or specifications. In reference to construction contracts, it relates primarily to changes caused by unanticipated conditions encountered during construction not covered by the drawings, plans or specifications of the project.
- 13.0.16. Collusion: When two or more parties act together secretly to achieve a fraudulent or unlawful act. May manifest itself in the form of bid collusion when bidders secretly agree to unlawful practices regarding competitive bidding. May inhibit free and open competition in violation of antitrust laws.
- 13.0.17. Collusive Bidding: A secret agreement among bidders/offerors to circumvent laws and regulation when submitting bids and offers in an attempt to win contracts by illegal means or methods.
- 13.0.18. Commodity Code: A system of words and numbers designed to identify and list commodities or services by classes and subclass.
- 13.0.19. Competition: A rivalry among businesses for sales to potential customers. The "invisible had" (refers to the writing of Adam Smith). The efforts of two or more parties acting independently to secure the business of a third party by offering the most favorable terms (including price).

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- 13.0.20. **Competitive Bidding:** The process of inviting and obtaining bids from competing sources in response to advertised competitive specifications, by which an award is made to the lowest and best bidder meeting the specifications. The process contemplates giving potential bidders a reasonable opportunity to bid and requires that all bidders be placed on the same plane of equality. Each bidder must bid on the same advertised specifications, terms and conditions in all the items and parts of a contract. The purpose of competitive bidding is to stimulate competition, prevent favoritism, and secure the best goods and services at the lowest practicable price for the benefit of the agency. Competitive bidding cannot occur where contract specifications, terms or conditions prevent or unduly restrict competition, favor a particular supplier, or increase the cost of goods or services without providing a corresponding benefit to the agency.
- 13.0.21. **Competitive Sealed Bidding:** Preferred method for acquiring goods, services and construction for public use in which award is made to the lowest responsive and responsible bidder, based solely on the response to the criteria set forth in the IFB; does not include discussions or negotiations with bidders.
- 13.0.22. **Conflict of Interest:** A clash between the public interest and the private pecuniary interest of the individual concerned. The term identifies those situations where contractors or public officials may obtain a benefit from a public contract. Conflicts of interest may result in a breach of ethics or an ethical code. **Actual or Perceived Conflict of Interest:** Any action, decision or recommendation by an agent of public official acting in an official capacity, the effect of which could be to the private pecuniary benefit or detriment to the person or person's relative.
- 13.0.23. **Consortium:** A group of purchasing entities that come together to join forces in the purchasing of selected products and services used by the group. The aggregation of need and joint purchase usually results in lower pricing as a result of economies of scale.
- 13.0.24. **Contract:** (1) A contract is an obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or abstain from doing some act. The essential elements of a contract are: an offer and an acceptance of that offer; the capacity of the parties to contract; consideration to support the contract; a mutual identify of consent; legality of purpose; and definiteness. (2) A legally binding promise, enforceable by law. (3) An agreement between parties with binding legal and moral force, usually exchanging goods or services for money or other considerations.
- 13.0.25. **Contract Award:** The final agreement on the terms and conditions of a contract between a buyer and a seller.
- 13.0.26. **Cooperative Procurement (Purchasing):** (1) The action taken when two or more entities combine their requirements to obtain advantages of volume purchases including administrative savings and other benefits. (2) A variety of arrangements whereby two or more public procurement units purchase from the same supplier or multiple suppliers using a single IFB or RFP. (3) Cooperative procurement efforts may result in contracts that other entities may "piggyback".
- 13.0.27. **Evaluation Committee/Team:** (1) a component of the Request for Proposal (RFP) process, whereby a committee is established to conduct interviews and negotiations during proposal evaluation for a specific product or service. Usually is composed of

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representatives from the functional area identified in the Statement of Work and may be chaired by a Procurement representative. (2) A group of individuals established to conduct interviews and negotiations during proposal evaluation for a specific product or service. The teams typically represent the functional areas to be addressed in the discussion with a purchasing representative chairing the team.

- 13.0.28. Evaluation Criteria: Generally used in the Request for Proposal (RFP) method. Qualitative factors that an evaluation committee will use to evaluate/score a proposal and select the most qualified proposer/offeror. May include such factors as past performance, references, management and technical capability, price, quality and performance requirements.
- 13.0.29. Evaluation of Bids: The examination of bids after opening to determine the bidder's responsibility, responsiveness to requirements and other aspects of the bid to determine the successful bidder.
- 13.0.30. Extended Price: The price for the total number of items ordered, calculated by multiplying the quantity ordered by the unit price.
- 13.0.31. Fixed Price Contract: A contract providing for a firm price, or a price that may be adjusted only in accordance with contract clauses providing for revisions of the contract price under stated circumstances.
- 13.0.32. Formal Bid: A bid which must be submitted in a sealed envelope and in conformance with a prescribed format to be opened in public at a specified date and time.
- 13.0.33. General Terms and Conditions: The section of a solicitation that contains clauses that deal primarily with the contractual obligations of the parties to a contract; a part of the boilerplate of a bid or contract document.
- 13.0.34. Informalities/Irregularities: A submission of a bid or offer which contains minor defects or variations from the exact requirements of the solicitation that do not affect price or other mandatory requirements. Generally a matter of form rather than substance. Following legal review may sometimes be corrected within a certain time period.
- 13.0.35. Insurance: A contract between an insurance company and a person or group which provides for a monetary payment in case of a covered loss, accident, death or other insurable exposure. A form of risk mitigation.
- 13.0.36. Invitation for Bid (IFB): All documents used to solicit competitive or multi-step sealed bids.
- 13.0.37. Irregularities and Informalities: Defects or minor non-compliance contained within a response to a bid. A defect which is easily correctable. Deviations from the exact requirements of the solicitation that do not affect the price, terms or conditions of the bid document. A minor informality or irregularity is one, which is merely a matter of form and not of substance or pertains to some immaterial or inconsequential defect or variation of a bid from the exact requirement of the IFB, the correction or waiver of which would not be prejudicial to other bidders. Example: Failure to execute a required certificate.
- 13.0.38. Late Bid / Proposal: A bid, proposal, withdrawal or modification received, at the designated place for receipt, after the established due date and time. Procurement

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policies should be established in order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late bids/proposals are not opened and may be returned to the bidder/proposer advising that the bids was received late (after the due date and time) and cannot be accepted.

- 13.0.39. **Mandatory Requirements (Conditions):** May apply to RFP's and IFB's and are conditions set out in the specifications/statement of work that must be met without alteration. Mandatory requirements should be clearly identified. Not meeting mandatory requirements may be grounds for disqualification.
- 13.0.40. **Minor Irregularity:** A variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, or does not adversely impact the interests of the contracting party.
- 13.0.41. **Multiple Awards:** Contracts awarded to more than one supplier for comparable supplies and services. Awards are made for the same generic types of items at various prices. Usually the result of aggregated line item bids of similar product categories.
- 13.0.42. **No Bid:** A response to an IFB (Invitation for Bid) stating that the respondent does not wish to submit a bid; functions to prevent suspensions from the bidders' list for failure to show active interest to submit bids.
- 13.0.43. **Non-Competitive Negotiation:** The process of arriving at an agreement through discussion and compromise when only one source is available to meet the requirement.
- 13.0.44. **Non-Responsible (Bid):** A response to a bid or offer from a contractor, business entity or individual that does not have the ability or capability to fully perform the requirements of the bid or offer. A business entity or individual who does not possess the integrity and reliability to assure contractual performance.
- 13.0.45. **Non-Responsive (Bid):** A response to a bid or offer that does not conform to the mandatory or essential requirements contained in the Invitation for Bids).
- 13.0.46. **Notice of Award:** A written notification from the public entity to the successful bidder, or offeror stating that there is an award of a contract in accordance with a bid or proposal previously submitted, and that effective with receipt the vendor or contractor shall proceed with performance; allows work to start while contract is printed and readied for distribution.
- 13.0.47. **Notice of Intent to Award:** As a result of a competitive process, a public notice is issued and in some instances, where local laws allow, a Notice of Intent to Award is issued and award will occur only upon receipt of the specified items. For example: performance securities.
- 13.0.48. **Notice to Proceed:** A notice issued to the successful bidder advising them that it is the government's intent to award a contract. In construction contracting, it is common practice to require completion of performance in a specified number of days after issuance of the notice to proceed.
- 13.0.49. **Oral Presentations:** In most solicitations, there will be a requirement for oral presentations from the top-ranked offerors. Oral presentations are conducted to allow the offerors to bring to the attention of the Evaluation Committee any aspects of their offer that may contribute to the selection of their response. It is an opportunity

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for the offerors to sell the merits of their submission, often using slide shows and illustrative presentations.

- 13.0.50. Performance Bond: An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements. May be referred to as a completion bond.
- 13.0.51. Piggyback (Piggyback Cooperatives): A form of intergovernmental cooperative purchasing in which an entity will be extended the pricing and terms of a contract entered into by a larger entity. Generally a larger entity will competitively award a contract that will include language allowing for other entities to utilize the contract which may be to their advantage in terms of pricing, thereby gaining economies of scale that they normally would not receive if they competed on their own. Example: A smaller government agency has the ability to use its state issued contract to obtain goods and services which is also known as Riding a Contract.
- 13.0.52. Pre-Bid / Pre-Proposal Conference (meeting): A meeting held by the buyer with potential bidders/offerors, prior to the opening of the solicitation for the purpose of answering questions, clarifying any ambiguities and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation. May result in the issuance of an addendum to all potential providers. In certain situations, a mandatory conference may be advisable.
- 13.0.53. Procurement Card (pCard): A payment method whereby internal customer (requisitioners) are empowered to deal directly with suppliers for purchases using a credit card issued by a bank or major credit card provider. Generally a pre-established credit limit is established for each card issued. The cards enable eProcurement and facilitate on-line ordering, frequently from pre-approved suppliers under blanket contracts.
- 13.0.54. Procurement Methods: Methods by which goods, services, or material may be acquired by public purchasers. The methods may include blanket orders, emergency purchases, standing offers, purchase orders, transfers, competitive bidder, competitive negotiation, intergovernmental cooperative agreements, small purchase contracts, purchases via a credit card, etc.
- 13.0.55. Professional Services: Services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training or direct assistance.
- 13.0.56. Proposal: A proposal is a document submitted by a vendor in response to some type of bid solicitation to be used as the basis for negotiations or for entering into a contract.
- 13.0.57. Protest: An oral or written objection by a potential interested party to a solicitation or award of a contract, with the intention of receiving a remedial result. May be filed in accordance with agency policy and procedure within predetermined time lines.
- 13.0.58. Public Notice: An announcement made by a public agency concerning a solicitation or other information of general public interest. Usually placed in a newspaper of general circulation, a web-site, circular magazine or other vehicle of general publication. Must comply with legal requirements of the jurisdiction.

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- 13.0.59. Request for Information (RFI): a non-binding method whereby a jurisdiction publishes via newspaper, internet or direct mail its need for input from interested parties for an upcoming solicitation. A procurement practice used to obtain comments, feedback or reactions from potential suppliers (contractors) prior to the issuing of a solicitation. Generally price or cost is not required. Feedback may include best practices, industry standards, technology issues, etc.
- 13.0.60. Request for Proposal (RFP): The document used to solicit proposals from potential providers for goods and services (offerors). Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price prior to contract award. May include a provision for the negotiation of Best and Final Offers. May be a single step or multi-step process. Introduced in the Armed Services Procurement Act of 1962 as well as by the Competition in Contracting Act of 1984.
- 13.0.61. Request for Qualifications: A document which is issued by a procurement entity to obtain statements of the qualifications of potential development teams or individuals (i.e. consultants) to gauge potential competition in the marketplace, prior to issuing the solicitation.
- 13.0.62. Request for Quotation: A small order amount purchasing method. Generally used for small orders under a certain dollar threshold, such as \$1,000.00. A request is sent to suppliers along with a description of the commodity or services needed and the supplier is asked to respond with price and other information by a pre-determined date. Evaluation and recommendation for award should be based on the quotation that best meets price, quality, delivery, service, past performance and reliability.
- 13.0.63. Requisition: An internal document by which a using agency sends details of supplies, services or materials required to the purchasing department.
- 13.0.64. Requisitioner: Anyone who initiates a purchase requisition or request for goods and services.
- 13.0.65. Responsible Bidder / Offeror: A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 13.0.66. Responsive Bidder / Offeror: A contractor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the IFB/RFP and its entire requirement, including all form and substance.
- 13.0.67. Scope of Work/Statement of Work (SOW): A written description of the contractual requirements for materials and services contained within a Request for Proposal. The SOW can be compared to the specifications contained within an Invitation for Bid. A well conceived and clearly written SOW serves four main purposes:
- A. Establishes clear understanding of what is needed;
 - B. Encourages competition in the marketplace and promotes economic stimulus;
 - C. Satisfies a critical need of government; and
 - D. Obtains the best value for the taxpayer

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- 13.0.68. Sealed Bid: a formal submission from a bidder/offeror submitted in response to an invitation to bid. It is submitted in a sealed envelope to prevent its contents from being revealed before the time and date set for the bid opening.
- 13.0.69. Sole Source Procurement: A situation created due to the inability to obtain competition. May result because only one vendor or supplier possesses the unique ability or capability to meet the particular requirements of the solicitation. The purchasing authority may require a justification from the requesting agency explaining why this is the only source for the requirement.
- 13.0.70. Sole Sourcing: U.S. Selection of one particular supplier to the exclusion of all others. This decision may be based on lack of competition, proprietary technology, copyright or a supplier's unique capability. In government procurement, a sole source justification may be required from the requestor.
- 13.0.71. Solicitation: An invitation for bids, a request for proposals, telephone calls or any document used to obtain bids or proposals for the purpose of entering into a contract.
- 13.0.72. Specification: A precise description of the physical or functional characteristics of a product, good or construction item. A description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list, and samples. May also be known as a purchasing description.
- 13.0.73. Standardization: The adoption of a single product or group of products to be used by different organizations or all parts of one organization.
- 13.0.74. Technical Specifications: Specifications that establish the material and operating requirements of products and services.
- 13.0.75. Term Contract: A type of contract in which a source of supply is established for a specified period of time for a specified services or supplies; usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a pre-determined price.
- 13.0.76. Terms and Conditions (T's and C's): Standard boilerplate language that includes standard clauses and rules which apply to bids and offers formally solicited that may become incorporated into the final contract.
- 13.0.77. Unnecessarily Restrictive: A term used when specifications or terms and conditions limit competition arbitrarily, without reasonably promoting the fulfillment of the procurement needs of a contracting authority.
- 13.0.78. Unsolicited Offer / Proposals: A proposal submitted by a contractor/supplier or consultant in the absence of a bid or solicitation from a buyer. May be submitted in response to a perceived need but not in response to a buyer's formal request.
- 13.0.79. Unsuccessful Bidder: A vendor whose bid was not accepted for reasons of price, quantity or failure to comply with specifications.
- 13.0.80. Waiver of Mistake or Informality: The act of disregarding minor informalities, errors, or technical nonconformance in the bid which will not adversely affect the competition or prejudice one bidder in favor of another.