



# **PURCHASING & CONTRACTS PROCEDURES MANUAL**

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Approved by:

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Date:

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County Manager

# PURCHASING AND CONTRACTS DIVISION

## PROCEDURES MANUAL

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## **MISSION**

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

## **INTRODUCTION**

The operation of Volusia County government requires a tremendous diversity of skills, crafts, trades, and professions and covers a multitude of functions and services. It is, in effect, many businesses and utilities working together. By the very nature of its diversification of enterprises and the large scope of work covered, delegation of authority is necessary.

All personnel acting on behalf of the County are tasked to operate these many functions as efficiently and economically as possible. Therefore, it is necessary that everyone work together as a team to eliminate excess effort and waste for the efficient and effective operation of County government.

A function that has a significant operational and financial impact on County government is procurement. The Purchasing and Contracts Division is a service division that facilitates the procurement of materials, supplies, equipment, and professional, technical, and contractual services required for County operation. The Purchasing and Contracts Division also has a control function to ensure that the laws, rules, and regulations concerning the purchase and disposal of goods and services are followed and that all transactions are carried out under the highest ethical standards. The Division also provides resources, research, and information on new products and services, as well as trends and opportunities.

Since all purchases are made with taxpayer dollars, there are many laws, rules, and regulations governing how procurement should be conducted in Volusia County, including but not limited to: the Volusia County Ordinance Part II, Chapter 2 Administration, Article VI Finance, Division 2 Purchases as amended, Florida Statute, Ch. 287 as amended, Code of Federal Regulations (C.F.R) Part 200.317 through 2 C.F.R Part 200.326, as amended.

This manual has been developed in accordance with the Purchasing Ordinance to serve as a framework within which well-informed decisions can be made. Due to the diversity of needs and requirements and differing rules and regulations governing each type of purchase, not all possibilities can be addressed in detail in this manual. Its purpose is to point out the duties and responsibilities of those involved with the procurement function and to assist them in maintaining the County's reputation for fairness and integrity. The goal is the promotion of the County's best interests through intelligent action and fair dealing that will result in obtaining the maximum value for each dollar of expenditure.

The Purchasing and Contracts Division consists of procurement managers, procurement analysts and administrative staff specializing in certain commodity and departmental assignments, as well as support personnel. A list of those assignments, along with the Division's organizational chart, can be found on the Purchasing and Contracts Division's ENN Site. The Purchasing and Contracts Division has been organized into buying teams to facilitate the procurement process. Please contact the appropriate staff member or the Director of Purchasing and Contracts with any questions as well as any member of the purchasing department if you ever need assistance or have any questions. It is easier to ask how to do

something properly than to try to undo or redo something done incorrectly. Occasionally situations arise for which there is not a pre-set policy or procedure. Purchasing and Contracts staff will gladly assist in planning a procurement activity in advance so that it will be done within the limitations of regulations to meet specific needs.

## **THE PURCHASING FUNCTION**

The purchasing function begins with a "need" and a budget by using Department/Division. For everyone - the user, the vendors, and the Purchasing and Contracts Division - to function efficiently and effectively, needs must be **planned** as far in advance as possible. Each need must be thoroughly reviewed as to the type of purchasing process that will best facilitate the delivery of the commodity or service required, at the time it is needed, and at the best possible price. A review of the approved budget at the beginning of each fiscal year is recommended in order to plan a purchasing strategy and timetable. Planning should include coordination with other Departments / Divisions as necessary and requirements should be prioritized by time of need. The Purchasing and Contracts Division services the needs of ALL County Departments / Divisions, each with their own set of priorities. When planning a purchasing strategy, do not hesitate to contact a staff member to assist in the development of a reasonable timetable and appropriate methodology.

## **ETHICS**

All County employees are bound by the Code of Ethics as prescribed in the Volusia County Charter, Article XII; Volusia County Merit System Rules and Regulations, Section 86-43, Conduct of Employees; and Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees.

Ethical procurement prohibits breach of the public's trust by discouraging a public employee from attempting to realize personal gain through conduct inconsistent with the proper discharge of the employee's duties.

If there is any question regarding ethical conduct or action, please contact a staff member from Legal, Human Resources, or Purchasing and Contracts **before** any action is taken.

## **CONFLICTS OF INTEREST**

Conflicts of interests occur when there is an attempt to influence the awarding of contracts to individuals or businesses when such an award would result in financial or other benefits for the County employee, Elected official(s), or family member. All County employees and Elected officials must avoid activities that present conflicts of interest including the procurement of commodities or contractual services as contemplated in Florida Statute § 287.057 (17), whether perceived or actual, in accordance with County of Volusia, Code of Ordinances Section 2-283, Florida Statutes § 112.311 and § 112.312, as well as applicable Federal Statutes.

## **THE NEED FOR COMPETITION**

The County Council and the County Manager recognize that open and fair competition is a basic tenet of public procurement. This reduces the appearance and opportunity for favoritism and inspires public

confidence that Volusia County contracts are awarded equitably and economically. Complete openness and transparency are important means of curbing any improprieties and establishing confidence in the process by which commodities and services are procured.

It is essential to the effective and ethical procurement of commodities and services that County Departments / Divisions use a system of uniform procedures in managing and procuring commodities and services. A detailed justification of County decisions in procurement must be maintained. Strict adherence to specific ethical considerations by all County officers, employees, and analysts, and by the suppliers and contractors is required to maintain the confidence of the public, the County, and the business community in the expenditures of County funds.

## QUICK REFERENCE GUIDE

TOTAL CONTRACT VALUE	QUOTE/BID REQUIREMENTS (Minimum)	AWARD APPROVAL
\$0 - \$999.99*	Single Quote Purchasing Card	Division Director or Designee
\$1,000.00 - \$5,000.00	Single Quote	Procurement Analyst and Division Director or Designee
\$3,000.01 - \$15,000.00	3 Quotes Minimum	Procurement Analyst and Division Director or Designee
\$15,000.01- \$25,000.00	3 Written Quotes Minimum	Director of Purchasing and Contracts and Department Director or Designee
\$25,000.01- \$50,000.00	3 Written Quotes Minimum. obtained through Purchasing	Director of Purchasing and Contracts and Department Director or Designee
\$50,000.01- \$125,000.00	Formal, Advertised Invitations	County Manager or Designee
\$125,000.01 and Greater	Formal, Advertised Invitations	County Council
Master Agreements**	Informal, Formal Quotes, Sealed Bid, Piggyback, or Single/Sole Source	Purchasing Director.

\*Amount may be set lower by Department/Division Director. \*\* See page \_\_\_\_ of this manual for more details

Contracts/Agreements for the purchase of any commodities or services may be signed only by the Chair of the County Council, County Manager, or the Director of Purchasing and Contracts, or their designee, as may be applicable.

## **TYPES OF COMMON PURCHASING TRANSACTIONS**

### **Purchasing Card**

The Purchasing Card is an ideal tool for small, non-recurring purchases. Purchasing Cards are issued in an employee's name and/or a division name with preset spending controls and limits. The single transaction limit per-transaction limit for purchases is set at nine hundred ninety nine dollars and ninety

nine cents or less (\$999.99) for general purchasing cards. Travel cards will have different limits depending on need. Purchasing Cards are only issued upon written request from the Department or Division Director and after the employee has attended mandatory training. The Purchasing Card is intended for small dollar, **non-recurring** purchases. Please refer to the **Purchasing Card Manual** for additional details regarding this program.

### **Standard Purchase Order**

The County standard purchase order is issued for routine County purchases of commodities and services. All purchase orders are requested through the CGI system and are issued for the purchase of most types of items and/or services. Purchase orders are encumbered in the financial accounting system.

### **Task Assignments**

Task Assignments are specific, detailed services or jobs placed against an awarded, established contract. A purchase order will accompany a task assignment for payment.

### **Master Agreements**

A Master Agreement is an indefinite quantity agreement. It is a tool to facilitate purchases when the exact quantity of a required commodity or service is unknown or may vary depending upon the using Department/Division's requirements. A Master Agreement is used to obtain commodities or services needed frequently for operations and maintenance. Please refer to the Master Agreements section of this manual for further details. Master Agreements may be found on the Purchasing and Contracts ENN site.

### **Letter Contracts**

Letter Contracts are issued for contracts for which there is no competitive function (such as charitable contributions approved each fiscal year by County Council, or payments to other governmental agencies). Letter contracts are only issued to other governments or to non-profit organizations. Letter Contracts are usually issued each fiscal year for those payments approved in each fiscal year's budget but may be requested and issued any time during the fiscal year for approved transactions. Please refer to the Letter Contract section of this manual for further details.

### **Emergency Purchase Order**

Emergency purchases are **ONLY** for commodities or services necessary because of certain emergency conditions that may affect the health, safety, and welfare of the citizens of Volusia County. Please refer to EMERGENCY PURCHASING section of the Purchase Manual for the complete set of procedures

## **SPECIFICATION and STATEMENT OF WORK**

While a "specification" usually describes a product, a "statement of work" usually describes labor services. The two terms are often used interchangeably when speaking in a generic sense.

A statement of work is a narrative description of the required work. It stipulates the deliverables or services required for fulfilling the contract, and it defines the task to be accomplished or services to be delivered in clear, concise, and meaningful terms.

The term "specification" means any description of the physical or functional characteristics or the nature of the supply or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery. Specifications may be written as design specifications, performance specifications, or combination. Design specifications define each detail and

component that composes the whole entity and are commonly used in the traditional design, bid, build approach. Performance specifications define the desired results or output of the item and are commonly used in brand name or equal descriptions.

The specification and/or statement of work are the basis for obtaining a commodity or service suitable for the County's needs. The department shall consider the total costs of ownership and operation as well as the initial purchase costs when defining the work. It is the policy of the County that specification and/or statement of work permit maximum practical competition consistent with this purpose. Specification and/or statement work shall be drafted with the objective of clearly describing the user's functional and/or performance requirements.

If a purchase is made without knowing the exact requirements of the requesting Department / Division, errors and frustration are common results. It is the responsibility of the using Department/Division to clearly understand the Department/Division's needs and requirements and communicate those needs to the Purchasing and Contracts Division. Purchasing and Contracts Division staff will assist the using Department/Division in writing specification and/or statement of work for any product or service required. Certain technological or standardized purchases require participation from other County agencies or consultants in drafting the specification and/or statement of work, **but at no time shall a department or division engage in accepting specifications written by a potential bidder or proposer of a commodity or service. If a vendor is used to develop a statement of work or specifications, that vendor will not be allowed to participate in the solicitation process.**

It is the general policy of the County to purchase standard commercial products whenever practical. When developing specifications and/or statements of work, accepted commercial standards shall be used and unique requirements shall be avoided, to the extent practical. Specifications that list a Brand Name "Or Equal" description are intended to be descriptive and not restrictive, and to indicate the minimum quality and characteristics of the products that will be accepted. Proposals offering "equal" products will be considered for award if such products are clearly identified in the proposal and are determined by the user and the Purchasing and Contracts Division to fully meet or exceed the salient characteristics listed in the specifications.

## **PURCHASING REQUIREMENTS**

The estimated value of the purchase determines what steps must be completed before a purchase order can be issued.

## **OBTAINING QUOTES**

While it is the Purchasing and Contracts Division's responsibility to obtain quotes, the using Department/Division has been delegated the authority to obtain at a minimum three quotes for purchases less than \$25,000.00. The Requests for Quotes must be identical in the description of quantity, quality, terms and conditions. An adequate description of the specification and/or statement of work must be included so that the Purchasing and Contracts staff member may contact vendors for quotes/bids to obtain the commodity or service when it is needed, delivered to the proper place, of the quality and in the quantity specified, and, of course, at the best price. Even if quotes are provided with the user Department/Division's requisition, a complete description of the user Department/Division's needs, required delivery time, and all special conditions must be clearly entered in the requisition or attached in

the request. At no time shall the using Department/Division disclose quote pricing to other vendors prior to selection to obtain a better price, this provides an unfair and unethical advantage. **If in the best interest of the County, the Purchasing and Contracts Procurement Analyst may obtain additional quotes.**

### Single Quote

#### 1. Estimated Value \$999.99 and under

Use the Purchasing Card for this type of non-recurring purchase. See Purchasing Card Procedures Manual for guidelines.

#### 2. Estimated Value up to \$5,000.00

While this dollar limit requires only a single quote, the user Department/Division should check the marketplace to ensure that the best value is being obtained. If the vendor and cost, including freight and/or shipping, is known, complete the appropriate electronic document with all the information available and submit it to the Purchasing and Contracts Division. The document will be reviewed by the appropriate procurement analyst. If the analyst agrees with the recommendation for purchase, the document will be processed. If the analyst questions whether the commodity/service can be purchased from another vendor, for a better price, or is available from another source or contract, the requestor will be contacted to discuss and consider a change.

Cumulative expenditures should be taken into account for these purchases. When cumulative purchases exceed \$5,000 in a rolling twelve month period, additional quotes are required.

### Quotes

#### 3. Estimated Value \$3,000.01 to \$15,000.00

Requests for purchases for this dollar value are completed in the same manner as stated in the overview for obtaining quotes, however, a **minimum** of three (3) quotes is required. The user may obtain the necessary quotes and furnish them with the appropriate document. If the user is unable to perform this function, they may provide sufficient specification and/or statement of work information so that the appropriate Purchasing and Contracts staff member can obtain quotes. If a user obtains the quotes, list the firm name, telephone number, name of the person contacted, and each unit price, including any freight costs, on an attachment to the document. If three (3) quotes could not be obtained, **document** the firm name(s) and phone number(s) of those contacted that did not respond and **communicate with your Procurement Analyst for assistance.**

### Written Quotes

#### 4. Estimated Value \$15,000.01 to \$25,000.00

Requests for purchases of this dollar value are completed in the same manner as stated in the overview for obtaining quotes, however, a **minimum** of three (3) WRITTEN quotes is required. Emails shall constitute a written quote. Obtain the necessary quotes and furnish a copy of each written quote with the appropriate document or provide sufficient specification and/or statement of work. If three (3) quotes could not be obtained, **document** the firm name(s) and phone number(s) of those contacted that did not respond and **communicate with your Procurement Analyst for assistance.**

#### 5. Estimated value \$25,000.01 to \$50,000.00

Requests for purchases of this dollar value are completed in the same manner as stated in the overview for obtaining quotes, however, the Purchasing and Contracts Division shall obtain a **minimum** of three (3) WRITTEN quotes. If three (3) quotes could not be obtained, **document** the firm name(s) and phone

number(s) of those contacted that did not respond and **communicate with your Procurement Analyst for assistance. More detail to the scope or specifications may be required for this level of purchase.**

## **FORMAL SOLICITATIONS**

If the estimated value is greater than \$50,000.00, the Purchasing and Contracts Division must prepare a formal, solicitation (Invitation To Bid (ITB), Request For Proposals (RFP), or Request For Statements of Qualifications (RSQ), **which will be publicly noticed and advertised** and received as a sealed solicitation.

The specifications and/or statement of work for the requested purchase shall be prepared by the requesting division and submitted through the Solicitation Intake Module of the E-procurement system. The appropriate Purchasing and Contracts Division staff member will review the specifications and/or statement of work to ensure that they are adequate for the solicitation document or will work with the requesting Department/Division to identify additional specifications and/or statements of work, terms, and conditions. The Purchasing and Contracts Division staff member will coordinate all of the details of the invitation such as a pre-proposal conference, if applicable, and the suggested opening, selection, and award dates. After the formal opening, the staff member and the using Department/Division will evaluate the bids or proposals based upon predetermined criteria for award. For Invitations to Bid, the using Division Director shall transmit in writing his or her recommendation for award to the Purchasing and Contracts Division. For solicitation types other than ITB, evaluation committee meeting(s) will be scheduled to rank or determine a recommendation to council. For solicitations that are very technical in nature, a Technical Evaluation committee (TEAC) may be required to evaluate the firms based on a meets or pass/fail type basis related to the technical specifications and/or statement of work.

## **PUBLIC ADVERTISEMENTS**

All formal solicitations must be publicly advertised at least a week in advance of the specified closing date on the County's Purchasing and Contracts website. In addition, solicitations mandated by the County Code and Florida Statute and shown in the matrix below shall be advertised in a newspaper of general circulation in the County in addition to being advertised on the County's E-Procurement Platform. There may be other advertising requirements depending upon the type and value of the proposed contract. Other advertising may also be suggested if a wide selection of potential proposers is required.

### **Public Advertising Requirements:**

Type	Times	Minimum*	Recommended
County ITBs, RFPs, RSQs <sup>1</sup>	1	5 days	20-30 days
Construction > \$200,000 <sup>2</sup>	1	21 days	30 days
Construction > \$500,000 <sup>2</sup>	1	30 days	30 days
Sale or Lease of County Real Property <sup>4</sup>	2	14 days	30 days
Road Projects <sup>3</sup>	2	14 days	30 days
Federal Aviation Authority Projects	2	Per FAA	20 - 30 days

Federal Transit Authority Capital Equipment	1	Per Department/Division	20 - 30 days
Federal Transit Authority-projects	1	Per Department/Division	20 - 30 days
Grants	1/grant	Per Department/Division	20 - 30 days
Addendum - changing closing date	1	5 days	10 - 15 days

\*Minimum - number of days from date Public advertisement appears in the newspaper until closing date.

\*\* Public advertisement must also be at least 5 days before any pre-bid meeting.

<sup>1</sup> Volusia County Code Section 2-271;

<sup>2</sup> Florida Statutes 255.0525 (2); 5 days prior to pre-bid

<sup>3</sup> Florida Statutes 336.44 (2);

<sup>4</sup> Florida Statutes 125.35

### **Pre-Solicitation, Pre-Bid, Pre-Proposal Conferences**

Conferences may be scheduled and conducted by the Director of Purchasing and Contracts, or designee, before the official time and date set for the Formal Opening to explain the purchasing requirements and to solicit information from potential bidders/proposers.

A MANDATORY conference may be scheduled and conducted if the technical or physical requirements of the solicitation require the physical presence of potential proposers. Proposals from anyone not attending the mandatory conference(s) will not be considered. Mandatory conferences restrict competition and therefore must be justified and approved by the Director of Purchasing, prior to release of the solicitation. The Director of Purchasing and Contracts or designee may add a second meeting if deemed in the best interest of the County.

### **Formal Opening**

All formal solicitations shall be opened publicly at the date, time, and place designated in the solicitation under the direct control of the Purchasing and Contracts Division. Only the name of each bidder or proposer shall be read aloud per FL Statute 119.071; if this is modified, the process will also be modified to be compliant with the statute. Since most formal solicitations require further review to determine responsiveness, responsibility, and/or qualifications, the Purchasing and Contract Division will abide by FL Statute 119.071(1) (b)3, which exempts the solicitations from public record for thirty days, or until a recommendation of award is ready to publish or whichever is sooner. For Construction or Public Works projects the name of each bidder and the price submitted shall be read aloud, per Florida Statute 255.0518.

### **Late Proposals**

Any bid, proposal, or offer received at the place designated in the solicitation after the official date and time specified for receipt of proposals shall be deemed late and will not be considered for award. Any request for modification received after the date and time specified shall not be considered.

### **Vendor List**

The Purchasing and Contracts Division maintains a database of vendors with whom the County has done business in the past, and a list of firms which have expressed interest in doing business with the County of Volusia. Potential vendors shall register with the County through the Vendor Self Service system (VSS) and E-procurement system, both of which are linked to the Volusia County Purchasing and Contracts website [www.volusia.org/purchasing](http://www.volusia.org/purchasing). It is the responsibility of all vendors to maintain and update information in both systems. Vendor notification of upcoming solicitations is noticed through

the E-Procurement system. County staff shall utilize the VSS system to identify vendors for informal quotes done within the Division.

## **AWARD OF CONTRACTS AND APPROVALS**

### **Award**

*Initial Award.* All bids and quotes shall be awarded to the **lowest responsive and responsible** bidder(s). If no criteria are specified in the solicitation, the award will be based upon the price alone. The award of all contracts shall fall within the guidelines stated previously in the Quick Reference Guide section of the manual. The County may award to multiple bidders if it is in the best interest of the County.

*One Response / Over Budget.* If only one response to a solicitation is received, or if the low, responsive, responsible bidder has submitted a price higher than the county's budgeted amount, the Director of Purchasing and Contracts or designee may negotiate with this bidder to obtain a lower price and present such results to the appropriate approving authority.

*Contract Awardee Can No Longer Provide Supply/Service.* The approval authority may authorize award to the next lowest, responsive, responsible bidder or next ranked respondent, as appropriate.

### **Purchase of Capital Equipment/Capital Outlay**

The County Manager or designee shall have the authority to award all contracts for capital equipment from the capital equipment list in the budget approved by the County Council provided that the final cost per item does not exceed the approved budget cost by more than a total dollar value of \$125,000.00.

### **Protest Procedures**

The only vendor that may protest the award of the contract for a solicitation is a vendor that made a submittal to the solicitation which was timely received by the county in accordance with the terms of the solicitation. Protests not timely made shall be barred. Formal written notice on vendor's company letterhead shall be received by the Director of Purchasing and Contracts no later than five (5) business days from the date of posting of recommendation of solicitation award in the E-procurement platform. A "business day" is defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding County holidays. All protest points / issues to be considered must be included and vendor will not be permitted to submit new issues or any additional points or amend protest points once the protest is submitted to the Director of Purchasing and Contracts. A protest shall include all material details and documentation that vendor / bidder asserts supports the protest. The following shall not be the subject of a protest under this procedure:

1. Exceptions to scope of work or specifications in the solicitation document; and
2. Any allegations of misconduct or misrepresentation of another vendor in the solicitation process other than contained in such vendor's submittal.

The Director of Purchasing and Contracts shall issue a written determination regarding the protest within a reasonable time. The vendor may appeal the determination by submitting a written protest to the County Manager with a copy to the Director of Purchasing and Contracts within five (5) business days from the issuance of the written determination by the Director of Purchasing and Contracts. The County Manager shall evaluate the vendor's written protest and issue a written decision within a reasonable time. For protest of solicitations valued \$125,000.00 or less, the County Manager's decision shall be final.

For protest of solicitations valued greater than \$125,000.00, the vendor may appeal the County Manager's decision by submitting a written protest to the County Chair with a copy to the County Manager and Director of Purchasing and Contracts within five (5) business days of the issuance of County Manager's written decision. The protest shall be placed on the agenda of a regular county council meeting as determined by the County Chair. The County Council shall evaluate the protest and render a decision at the meeting. The decision of the County Council shall be final. The protest process shall not stay the solicitation, negotiation, or contract award process if determined to be in the best interest of the County, by the County Manager or County Council.

For solicitations under Selection Process "C", the County Council's consideration and decision of award shall be final and determinative of all issues regarding the solicitation, including any protests in connection therewith.

## **SELECTION PROCESSES**

### **Professional Services**

The County regularly requires the services of certain types of professionals to accomplish the missions of the County. While some of these services may be solicited based upon price and related criteria, at times it is better to choose the professional service provider based on their qualifications. Under Florida Statute 287.055, the acquisition of all architectural, engineering, landscape architectural, surveying, and mapping services must be procured through the qualifications only process known as the Consultants Competitive Negotiation Act (CCNA). The External Auditor selection process is also a qualifications process governed by Florida Statute Chapter 11.45. Other types of professional service providers may also be chosen based on qualifications as the needs of the County dictate.

For the purpose of these policies and procedures, the term "consultant" means an independent contractor who is considered to have education, specialized knowledge, experience or special abilities not generally available within County government. This includes but is not limited to: accountants, actuarial, appraisers, architects, artists, auditors, counselors, designers, economists, educators, engineers, financial analysts, lobbyists, management and systems analysts, medical practitioners, planners, promoters, researchers, scientists, sociologists, surveyors, trainers, and other professionals as designated by the Director of Purchasing and Contracts.

The following basic procedures shall be followed to select a consultant based upon qualifications when the estimated total cost of the contract is above the formal invitation amount, or when required by statute. This process shall be referred to as the Request for Statements of Qualifications (RSQ) process. The Request for Proposal (RFP) process shall be followed to select a consultant when the selection criteria include items in addition to qualifications such as product and additional services. These processes may be modified to accommodate specific requirements of the County.

The using Department/Division shall define and prepare a written basic scope of services and required qualifications for the project or series of projects that will require contracting for professional services as described above. The request shall be submitted through the intake module of the e-procurement platform for assignment to the appropriate procurement analyst. The analyst will review and draft the solicitation documents in cooperation with requester. The final draft will be provided to the using Department/Division for approval.

The Director of Purchasing and Contracts will work with the Director of Business Services to determine which of the following processes (A, B, C) to use on each selection. The County Council or the County Manager may choose to modify a process or use a different process if it better serves the needs of the County.

Any resulting consultant contract shall be limited to a term recommended by the County Manager, or delegate, unless a different term is specified by the County Council. Each consultant contract shall have a clause to permit the termination of the contract without cause at the County's convenience.

## Evaluation committee Matrix – RSQs and RFPs

Activity Process	Development of RSQ or RFP	Evaluation committee Membership	Primary Ranking	Presentations Made to:	Approval of Final Ranking	Award	Typical Example
Process “A”	Staff	Staff	Evaluation committee	Evaluation committee	County Council	County Council	routine projects
Process “B”	Staff	Option to Appoint County Council Member and Staff	Evaluation committee	County Council	County Council	County Council	Large projects and special interest projects which are determined by manager and County Council.,
Process “C”	Staff, at direction of County Council	County Council	County Council	County Council	County Council	County Council	Auditor, property insurance

## CCNA PROCESS FOR SERVICES OF AN ARCHITECT, ENGINEER, LAND SURVEYOR, MAPPER AND LANDSCAPE ARCHITECTURE.

Florida Statute 287.055, as amended, governs requests for purchase of these types of professional services commonly known as the "Consultants Competitive Negotiations Act" (CCNA), this statute is preemptive and this manual may be amended by act of legislation in regards to any changes to CCNA by amendment of the statute. This Statute defines a "continuing contract" and its maximum limitations. It is a contract whereby the firm provides professional services for projects in which construction costs do not exceed \$7.5 Million and for study activity when the fee for such professional service does not exceed \$500,000, or for work of a specified nature as outlined in the solicitation and resultant contract, with no time limitation except that the contract must provide a termination clause. Beginning July 1, 2025, the Department of Management Services (State of Florida) shall adjust annually the maximum amount allowed for each individual project in a continuing contract by using the change in the June-to-June CPI and to publish the adjusted amount on its website. Firms providing professional services under continuing contracts may not be required to bid against one another. These services are obtained by qualifications instead of pricing.

[https://www.dms.myflorida.com/business\\_operations/real\\_estate\\_development\\_and\\_management/bureau\\_of\\_building\\_construction/forms\\_and\\_documents/dms\\_redm\\_continuing\\_contracts](https://www.dms.myflorida.com/business_operations/real_estate_development_and_management/bureau_of_building_construction/forms_and_documents/dms_redm_continuing_contracts)

1. Project Specific CCNA - This is when the estimated construction costs exceed the threshold dictated by FL Statute 287.055 as amended of the continuing contract – or when the design cost will exceed 10% of the maximum construction cost threshold.
2. Continuing Contract - Projects general in nature allowed to award to multiple consultants and uses as needed based on qualifications which fit the task.
  - A. Cannot exceed the threshold stated previously- must meet threshold of both professional and construction at all times including change orders.
  - B. Work is done through Task Assignments and work and fees are negotiated.

**If a Department/Division is close to the threshold, a project specific RSQ should be done to avoid violating the terms of CCNA.**

### **New Contracts (Professional Services)**

The following process is followed if a contract **does not** already exist:

1. Purchasing and Contracts Division will issue a Request for Statements of Qualifications (RSQ) to obtain qualification data from potential businesses from which a selection will be made.
2. Evaluation Committee will follow Florida Statute 287.055 (CCNA).
  - A. Project specific - Committee will rank the firms and an agenda will be created to seek **permission to negotiate a contract with the top ranked firm**. Following Florida Statute 287.055 the County will negotiate a rate and bring back to council for approval and contract. Amendments of Project Specific Contracts for extension of time shall be approved by the County Manager or designee. Modifications for increases in fees shall be approved at the appropriate authority level.
  - B. Continuing Contract - Committee will determine, based on need, how many firms to award and will select top firms. Council will award a Master Contract to the firm(s) with no dollar value and fees are negotiated per task with the appropriate firm(s), and the resulting task assignments are routed for additional approvals by the Director of Purchasing and Contracts, County Manager and/or County Council, depending upon the dollar value and scope of services. Allowable renewals of Continuing Contracts shall be approved by the County Manager or designee.

On Call Services - Task Assignment may be issued for certain professional services which allow a department to mobilize professional services quickly and easily under pre-negotiated terms and conditions for urgent time sensitive matters. These on call services shall not be used to circumvent daily tasks to continuing service contracts. Call your Procurement Analyst for assistance.

### **REQUESTS FOR CONSTRUCTION SERVICES**

Construction projects should be requested through E-Procurement Solicitation Intake Module. Large construction projects are competitively bid and contracted to a firm which is authorized to manage the construction project on behalf of the County. All forms for construction services are found on the Purchasing intranet. Types of ways to do construction projects are as follows:

1. **Design-Bid-Build** - The County will select through RSQ a qualified firm to develop plans which will then be used to competitively bid construction services and based on the lowest responsive responsible bidder, will construct.
2. **Design-Build Services** - A design-build project combines the design and construction of a public construction project via a single contract to be performed by a team comprised of a Consultant and a General Contractor. Design-build procedures are governed by Florida Statute 287.055, as amended, which sets forth specific criteria for obtaining design-build services. Along with other criteria, this method requires a design criteria package be prepared and included with the Request for Statements of Qualifications (RSQ). Selection of the proposal is initially based upon the qualifications of the proposed team. The contract price and technical and design aspects are submitted by the short-listed proposers during the second phase of the evaluation process.
3. **Construction Manager at Risk (CMAR/CMGC)** - The County will select through RSQ process the best qualified Construction Manager. The Construction manager will work with staff and provide the County with a Guaranteed Maximum Price (GMP). The Construction Manager is responsible for

hiring all sub-contractor and working with the Architect/Engineer.

## **REQUESTS FOR REPAIRS AND MAINTENANCE**

Simple repairs and routine maintenance contracts may be requested through the Purchasing and Contracts Division directly and processed as a commodity purchase; however, major projects may require coordination with other agencies within the County (such as Facilities Services Division). Each request for repair and/or maintenance services will be reviewed on a case-by-case basis and the appropriate purchasing method determined by the Director of Purchasing and Contracts or designee. **Any maintenance request or use of a contract for maintenance for any Volusia County facilities should go through the Volusia County Facilities Services Division.**

## **REQUEST FOR PROPOSAL (RFP) / INVITATION TO NEGOTIATE (ITN)**

A using Department/Division may require other consulting or specialized services not governed by Florida Statute 287.055, however, the Director of Purchasing and Contracts may elect to use the same process as above to obtain these services. Each request is reviewed on a case-by-case basis and the Director of Purchasing and Contracts will determine the appropriate purchase method. The Request for Proposal (RFP) or Invitation to Negotiate (ITN) methods are similar to the above RSQ method; however, in the RFP method, price and other criteria are included in the RFP document and selection process.

## **INVITATION TO BID (ITB)**

When a Department/Division knows what they need, and have a clear set of specifications, an invitation to bid may be issued. This method is set with a clear and concise set of specifications. In this process, the award is made to the lowest, responsible and responsive bidder. Please take note that this is not a low bid only evaluation. All information required with pricing shall be taken into the evaluation process (responsive and responsible), these may include warranty requirements, references, delivery requirements, insurance and submittal of all documents.

## **PURCHASING COMMITTEES**

### **1. Definitions**

An “Evaluation Committee” is defined as any committee that recommends award, directly or indirectly, to the County Council. An evaluation committee ranks and/or short-lists respondents to an ITN, RFP, or RSQ based upon the information submitted in response to the solicitation. This definition includes all selections under Florida Statute 287.055 FS, as amended. All evaluation committee meetings are open public meetings as defined in Florida Statute 286.

A “Technical Advisory Committee” (TEAC) is defined as any committee appointed by the Director of Purchasing and Contracts to establish and/or review specifications or statements of work for any purchasing project. A technical review committee does not generally fall within the requirements of an open public meeting. A TEAC does *not* make a recommendation for award; this committee identifies if the product meets the stated specification, which is technical in nature.

### **2. Public Meeting Notice**

Reasonable public notice shall be given before any evaluation committee meeting. Such notice shall

include: (1) name and/or purpose of evaluation committee, (2) time and place of meeting, and (3) ADA requirements notification information. All Public Meeting notices shall be posted on the County's e-procurement portal. A quorum must be physically present for the evaluation committee meeting including any presentations, as required.

### **3. Advertisement**

The Purchasing Department shall publish a meeting notice for any evaluation committee meeting at least one day before the meeting date on the County's e-procurement portal.

### **4. Meeting Summary**

The meeting summary of any public meeting shall be made available for public review. Original minutes shall be filed with the solicitation package in the Purchasing and Contracts Division.

### **5. Continued Meetings**

If an open public meeting is adjourned and reconvened at a later date to complete the business of the meeting, the second meeting shall also be noticed. This includes any meeting where a presentation is made to the selection or technical committee.

### **6. Membership**

The Director of Purchasing and Contracts or designee shall chair all evaluation committees and shall appoint the committee from staff or other representatives who have knowledge and interest of the subject matter. Suggestions from the affected user shall be given consideration. The County Manager or designee will approve all evaluation committees.

Any person with a conflict of interest shall not be appointed to a purchasing evaluation committee, or shall be removed from the committee if the conflict arises after appointment to the committee. A conflict of interest is defined as any circumstance in which the personal interest of a committee member in a matter before them and their official capacity may prevent or appear to prevent them from making an unbiased decision with respect to the matter. A conflict of interest is also any conflict defined in the County of Volusia, Code of Ordinances Sec 2-283, Florida Statutes § 112.311 and § 112.312, as well as applicable Federal Statutes.

### **7. Scoring**

The scores of each member of the evaluation committee shall be recorded in the e-procurement platform and included in the meeting minutes. Evaluation Committee Chair shall review all submitted scoring and provide the total scores to the committee members to make a recommendation of award.

At the discretion of the Director of Purchasing and Contracts and/or County Leadership for specific projects, the committee may vote/rank the firms without numerical scores in the e-procurement platform and recommendation shall be made by consensus or by totaling individual votes of committee members, if possible.

### **8. Conferencing**

A member of an evaluation committee may utilize various technology platforms to participate in a evaluation committee should the need arise and as approved by the Director of Purchasing and Contracts, or designee provided that quorum is present in person in accordance with FL Statutes regarding public meetings.

## **9. Discussion with Respondents**

Any discussion between any member of an evaluation committee and any respondent regarding the purchasing project before an award by County Council is prohibited. All requests for information, clarification, or the status of any purchasing project shall be directed to the Director of Purchasing and Contracts or designee.

## **10. Recommendation of Award**

The Director of Purchasing and Contracts shall forward the evaluation committee's recommendation of ranking to the County Manager or County Council, as required. The recommendation of award will be posted to the County's e-procurement platform.

## **REQUESTS FOR REAL ESTATE TRANSACTIONS AND SERVICES**

There are several types of real estate transactions and services. Each is handled in a manner governed by the Florida Statutes. If not specifically addressed in this section, the Director of Purchasing and Contracts will advise the appropriate methodology.

### **Request to Purchase Real Estate**

All requests for the purchase of real estate are processed through the County Legal Department.

### **Request to Sell/Lease Real Estate**

All request for the sale/lease of real estate shall be processed through the purchasing and contracts division and require competition and proper advertisement in accordance with Florida Statute 135.35, as amended. The use of county contracted real estate professionals including property management firm(s) may be utilized in conjunction with statutory requirements and details regarding these contracts can be found on the purchasing and contracts intranet page. The Lease of property of the Daytona Beach International Airport shall follow FAA guidelines as well as FL. Statute 135.35, as amended.

### **Requests for Lease Space**

Requests for space to be leased for office, storage, warehouse, or any other use shall begin with the Facilities Services Division.

The following process shall be utilized to procure Lease or Rental type contracts (of private / commercial property) for use by the County:

1. The using Department/Division shall determine that there is a requirement to lease private/commercial space.
2. The County Manager and/or County Council (upon request submitted by the using Department/Division) shall approve/deny request. The County Manager is authorized to approve a one-year lease if within the appropriate signature level. County Council must approve multiple year leases.
3. The using Department/Division, Facilities Management Director, and Director of Purchasing and Contracts or designee shall locate potentially adequate private/commercial facilities.
4. The Director of Facilities Management and Director of Purchasing, or designee, shall negotiate lease/rental amount, services, facilities, etc.
5. The Purchasing and Contracts Division shall prepare the lease/rental contract and submit it to the

Legal Department for review as to adequacy of form.

6. The Purchasing and Contracts Division shall prepare the Council Agenda Item for approval of lease and commitment of funds.
7. The Purchasing and Contracts Division shall distribute the executed contract documents.
8. The using Department/Division shall submit the Purchase Order Requisition for the recurring lease/rent payments.
9. Facilities Management, Purchasing and Contracts, and the using Department/Division shall monitor the lease during its term for notices, renewals and/or termination.

## **TECHNOLOGY PURCHASES**

Requests for certain technological purchases are governed by other agencies within the County and may be affected by standardization policies. These include, but are not limited to, requests to purchase telephone equipment and/or services; computer equipment and/or services; software; communication equipment and/or services; and other technological equipment and/or services. (See *Interaction with Other County Departments / Divisions / Activities*.) Each request for technological commodities and services will be reviewed on a case-by-case basis by Information Technology staff and the Director of Purchasing and Contracts to determine the appropriate purchasing process.

A Department/Division may request the purchase of "new" technological equipment and/or services not already governed or standardized by existing policies. Each request shall be reviewed on a case-by-case basis by Information Technology and the Director of Purchasing and Contracts to determine the appropriate purchasing process for each.

## **TRANSPORTATION EQUIPMENT - ANY TYPE**

Requests for any type of transportation equipment - automobiles, trucks, fire trucks, buses, heavy construction type equipment, etc. - shall be coordinated through the Fleet Management and Purchasing and Contracts Divisions. Transportation equipment is purchased by many methods including purchase at public auction, sealed bids, and various term contracts. Requests for transportation equipment should be received by September 1 to facilitate planning for the upcoming fiscal year including auction schedules, vehicle production schedules, and bid schedules. Purchasing of some transportation equipment requires a long lead-time with deliveries ranging from six (6) months to more than two (2) years. Adequate planning and early requests are essential to minimize delays when procuring transportation equipment.

## **FURNITURE PURCHASES**

The County has adopted office furniture standards which are posted on Purchasing and Contract's ENN page. The standards are set to ensure professionalism and fluidity of furniture in County facilities. Furniture is typically purchased using state of Florida contracts. Furniture which exceeds \$50,000.00 or complete project renovations- which may require furniture which may be unique to the building or function of the Department/Division will require Departments and Divisions to work with the Purchasing and Contracts Division in obtaining quotes from multiple vendors. Purchase of furniture will follow the same approval levels as other commodities and services.

## **OWNER DIRECT PURCHASES**

Florida law allows government entities to buy goods and services tax-free when the government entity makes payment directly to the vendor. When a government entity directly buys materials for use in a public works construction contract, these purchases are exempt from sales tax when the government entity follows certain procedures. These procedures are in Rule 12A-1.094, F.A.C.

Direct purchase of materials by the government entity for use in a public works construction project is commonly referred to an “owner-direct purchase program.” Government entities use owner-direct purchase programs to take advantage of their tax-exempt status to directly purchase materials for public works construction projects. If a contractor or subcontractor, rather than the government entity, buys materials for use in a public works construction contract, the contractor or subcontractor must pay sales tax.

Government entities, contractors, and subcontractors who enter into public works construction projects have asked questions about the requirements that must be met to qualify for the sales tax exemption available for direct purchases by a government entity. This is especially true when a contractor or subcontractor engaged in a public works construction contract provides the materials in an owner-direct purchase program or other similar arrangement.

To help the parties involved in a public works construction contract understand the conditions that must be met to satisfy the requirements of Rule 12A-1.094, F.A.C., and prove that the government entity rather than the contractor or the subcontractor is the purchaser of the materials, the using Department/Division provides the following guidance<sup>1</sup> from this rule:

1. Direct Purchase Order. The government entity must issue its purchase order directly to the vendor supplying the materials the contractor will use and provide the vendor with a copy of the government entity's Florida Consumer's Certificate of Exemption.
2. Direct Invoice. The vendor's invoice must be issued to the government entity, rather than to the contractor. The invoice shall include the County's purchase order number.
3. Direct Payment. The government entity must make payment directly to the vendor from public funds.
4. Passage of Title. The government entity must take title to the tangible personal property from the vendor at the time of purchase or delivery by the vendor.
5. Assumption of the Risk of Loss. Assumption of the risk of damage or loss by the government entity at the time of purchase is a paramount consideration. A government entity will be deemed to have assumed the risk of loss if the government entity bears the economic burden of obtaining insurance covering damage or loss or directly enjoys the economic benefit of the proceeds of such insurance. The Contractor shall perform the acceptance of the goods and store goods until time of use on the project.

To be entitled to purchase materials tax exempt for a public works project, a governmental entity is required to issue a Certificate of Entitlement to each vendor and to the governmental entity's contractor

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<sup>1</sup> This guidance is not exhaustive and the using Department/Division should consult the specific requirements of Rule 12A-1.094, F.A.C. to ensure compliance with the rule when working with entities or contractors who intend to claim a tax exemption.

to affirm that the tangible personal property purchased from that vendor will go into or become a part of a public work.

The governmental entity's purchase order for tangible personal property to be incorporated into the public works project must be attached to the Certificate of Entitlement. The governmental entity must issue a separate Certificate of Entitlement for each purchase order. Copies of the Certificate may be issued.

The governmental entity will also affirm that if the Department determines that tangible personal property sold by a vendor tax-exempt pursuant to a Certificate of Entitlement does not qualify for the exemption under Section 212.08(6), F.S. and this rule, the governmental entity will be liable for any tax, penalty, and interest determined to be due.

## **MASTER AGREEMENTS**

A **Master Agreement** is an indefinite quantity agreement. It is a tool to facilitate purchases when the exact quantity of a required commodity or service is unknown or may vary depending upon the using Department/Division's requirements.

### **VC Code of Ordinance Sec. 2-272. Award of contracts D:**

Master Agreement shall be awarded by the purchasing director to lowest responsive and responsible bidder(s) regardless of the dollar value for commodities or services solicited through quotes, sealed invitation to bids or certified single/sole source.

Master Agreements based on award of RFP or RSQ and resulting contract shall be awarded in accordance  
**VC Code of Ordinance Sec. 2-272. Award of contracts A-C.**

Master Agreement may be issued for County wide use or for Department/Division specific under certain circumstances.

A Master Agreement is limited to a term and allowable renewals approved by Director of Purchasing and Contracts or appropriate authority level in accordance the VC Code of Ordinance

<b>TOTAL MASTER AGREEMENT VALUE</b>	<b>QUOTE/BID REQUIREMENTS (MINIMUM)</b>	<b>AWARD APPROVAL</b>
\$0 - \$5,000.00	Single Quote	Division Director and Purchasing Director or Designee
\$5,000.01 - \$15,000.00	3 Quotes Minimum	Division Director and Purchasing Director or Designee
\$15,000.01 - \$25,000.00	3 Written Quotes Minimum	Purchasing Director and Department Director or Designee
\$25,000.01 - \$50,000.00	3 Written Quotes Minimum obtained through Purchasing	Purchasing Director and Department Director or Designee
Over \$50,000.00	Formal Invitation to Bid Only	Purchasing Director and Department Director or Designee

If usage is anticipated to be less than \$15,000.00 in a rolling twelve-month period, three (3) quotes must be obtained by the using Department/Division. If usage is anticipated to exceed **\$15,000.00** and up to \$25,000.00 in a twelve-month period, at least three (3) written quotes must be obtained by the using Department/Division. For purchases which exceed \$25,000 in a twelve month period, it is the responsibility of the Purchasing and Contracts Division to obtain three written quotes, the using Department/Division will be responsible for furnishing a scope of work to the Purchasing and Contracts division, to obtain the detail quotes. If a master agreement is for a multiple year term, the cumulative will set the procurement process.

## **Master Agreement Approval Guide**

Effective 11/16/ 2022

**Master Agreement for purchase of commodities or services based off of quotes or ITB shall be awarded by the Director of Purchasing and Contracts to the lowest Responsive and Responsible Bidder. Single Source Master Agreement for Commodities Only not Services and that do not require a separate contract/agreement shall be awarded by the Director of Purchasing and Contracts. Master Agreements requested based off RFP or RSQ or a written agreement/contract shall follow VC Ordinance for the Contracts and Agreements.**

**In absence of the Purchasing & Contracts Director award and approval of master agreement shall be designated to the Purchasing & Contracts Activity Project Manager Only. If both are unavailable the Procurement Manager shall have the award and master agreement reviewed and approved by the Business Services Director and document the approval in writing attached to the Master Agreement.**

If usage is anticipated to exceed **\$50,000.00** in total value, a formal competitive solicitation shall be used to select the vendor, unless the award is made from another political entity's contract, Florida State Contract, GSA, PRIDE, RESPECT, and Purchasing Cooperatives, etc., or justified as a sole/single source.

It is the using Department/Division's responsibility to ensure that the Master Agreement is still valid prior to placing an order with the vendor.

The Department/Division buying the commodity or service is responsible for verifying the invoice price against the Master Agreement. If there is a difference between the invoice and the Master Agreement, the using Department/Division shall contact the vendor to resolve the difference. If the problem is not resolved, the using Department/Division shall contact the appropriate Purchasing and Contracts Division staff member responsible for the Master Agreement for assistance in resolving the problem.

The appropriate Purchasing and Contracts Division staff member responsible for the Master Agreement will contact the using Department/Division within the appropriate time frame prior to the expiration date to determine if there is a need to renew or extend the Master agreement.

### **5 Easy Steps to a Master Agreement**

1. Identify the requirements. What commodity or service is needed? How much will be needed in a year's time [dollar amount and quantity]? What are the quality standards for the commodity or service? Where will the commodity be delivered or the service performed? When does the commodity have to be delivered or the service performed after the vendor is notified? Are there any special requirements?
2. Follow the threshold requirements previously stated for competition.
3. Contact the Procurement Analyst for the commodity, who will obtain insurance and assist for any piggyback.
4. Award Agreement – based on VC Code of Ordinance Award of Contracts.

5. Purchasing Analyst creates Master Agreement Document with all related back up in CGI and routes for approval.

**NOTE A: Documentation Requirements for a Piggyback**

The following documentation comprises the minimum requirements to use another political entity's or approve cooperative awarded contract. Please provide the required information to the Purchasing and Contracts Division or contact the appropriate staff member for assistance.

**Florida State Contracts:** Provide the current Florida State Contract Number or information for the Procurement Analyst to obtain. Provide the items, vendors, distributors etc. that should be included if multiple are available. Procurement Analyst will review agreement and pull necessary documentation to create the master agreement. It is important to understand the terms of the contract, and review payment terms and delivery terms, as they must not conflict the County of Volusia's terms and conditions.

**GSA Contracts:** Please provide the following items:

1. The face page of the Federal General Services Administration (GSA) contract showing the contract name, number, and contract term;
2. The ordering information page(s); and
3. The page with pricing

If the contract is a percent discount from list, please include a copy of the original manufacturer's list price. This will usually be in the form of a published price list. If requesting to utilize only a portion of the items on the contract, attach only the pages with those prices.

**PRIDE and RESPECT** have published unit prices. These are available online.

**Contracts from other Political Entities:** The Purchasing and Contracts Division needs the following items:

1. A complete copy of the original solicitation.
2. A tabulation of all solicitation responses.
3. A copy of the award letter/memo/agenda item by the political entity to the vendor.
4. A complete copy of vendor's proposal.

**Other cooperative contracts:** This includes NASPO, Sourcewell, Florida Sheriff's Association (FSA), U.S. Communities/, Omnia Partners or any other cooperative contract. All cooperative contracts must have the element of competition in award.

**NOTE B: Documentation requirements for a contract for Service:**

In addition to the above documentation requirements, the following are the minimum requirements for any contract for service. The Purchasing and Contracts Division will advise if there are additional requirements due to the type of service to be provided.

**Insurance:** Copies of proof of all required insurance shall be included. The ACORD Insurance Form is preferred. Work with your Procurement Analyst in advance to establish proper insurance limits and insurance types.

**LETTER CONTRACTS**

Certain transactions, such as charitable contributions and payments for contractual services to other governmental or quasi-governmental agencies, require only the encumbrance of funds and a mechanism to process and track payments.

This type of transaction is processed using a system called "Letter Contracts" instead of issuing a purchase order. The Letter Contract can only be used when there is no competition **and** the vendor/provider is a not-for-profit organization or a governmental organization. The Letter Contract **cannot** be used to contract with any *for-profit* business entity, person, or other organization.

The Letter Contract will be typed/printed by the using Department/Division on their letterhead to the vendor/provider stating the terms and the amount of the award or contract. It is very important that the vendor/provider's name and address be checked and verified in the CGI system since this will be the payment address. Approval requirements are in accordance with the signature authority limits within this manual (\$50,000.00 - \$125,000.00 requires County Manager approval; over \$125,000 requires County Council approval). For assistance on correct use of a form, contact your Procurement Analyst.

For each Letter Contract, the using Department/Division shall complete the appropriate electronic document with all the information available and submit it to the Purchasing and Contracts Division. A copy of all Council-approved agenda items, along with all pertinent contract documents, shall be attached to the electronic document. Each Letter Contract will be signed by the Department Head prior to submission to the Purchasing and Contracts Division. It will be countersigned by the Director of Purchasing and Contracts or his/her designee when approved. Letter Contracts cannot cross fiscal years and must be closed out by the end of the fiscal year. Please allow a minimum of one week to process the Letter Contract.

A copy of the Letter Contract will be maintained in the Purchasing and Contracts Division attached to and archived with the electronic document and the original will be returned to the user to be mailed to the vendor/provider with any accompanying documentation or instructions. The requesting Department/Division will maintain a file for each Letter Contract which shall include all documentation and a copy of all requests for payment. This file shall be maintained for not less than three (3) years *after the close of the contract*.

## **EMERGENCY PURCHASING**

An emergency is any condition that may affect the health, safety, and welfare of the citizens of Volusia County, or a condition that stops or seriously impairs the necessary function of County government.

If, during a normal business day, a Department/Division Director determines that an emergency exists and a purchase is required, the Director or designee by the Director shall notify the Purchasing and Contracts Division to request an emergency purchase order. A complete description of the emergency and justification for the purchase is required. The emergency must be valid and not just a result of poor planning. If the emergency is anticipated to cost less than \$50,000.00, and the Director of Purchasing and Contracts determines the emergency is valid, he/she will issue a verbal purchase authorization. If the emergency is anticipated to exceed \$50,000.00, the Director of Purchasing and Contracts shall review the documentation and obtain approval from the County Manager or Designee and issue an emergency purchase order. The Department / Division may make the purchase and submit the appropriate document to the Purchasing and Contracts Division no later than the next business day after the emergency. The

document must be accompanied by a written description and explanation of the emergency and circumstances. If the requested purchase is greater than \$125,000, the County Manager shall notify the County Council of the purchase at the next County Council meeting, certifying that the conditions and circumstances required emergency purchasing procedures.

If emergency purchases are required at times when the Purchasing and Contracts Division is closed, the Department / Division Director may make the purchase at his/her discretion and shall contact the Purchasing and Contracts Division the **next business day to obtain an emergency purchase authorization**. This type of purchase is subject to all requirements stated above and shall be processed in the same manner. Approvals are obtained as required per the dollar value of the purchase.

Emergency Purchase Orders are assigned special numbers to designate the specific emergency and to facilitate tracking as may be required for various agencies, such as the Federal Emergency Management Department/Division (FEMA). The Director of Purchasing and Contracts may designate during major emergencies (such as storms or hurricanes) one or more Purchasing and Contracts Division staff members to be on call twenty-four hours a day. These designated Procurement Analysts will be registered with the Emergency Operations Center and part of the Emergency Management Team. Each designated agent is authorized to work within prescribed emergency purchasing guidelines to assist with any needs.

Abuse of emergency purchase procedures may result in disciplinary action. An Emergency Condition:

- affects Health, Safety, Welfare of Citizens, or
- stops or seriously impairs a necessary function of County Government, **AND**
- delay will have detrimental effects.

For those services routinely utilized for emergency purposes (debris removal), work with your procurement analyst to customize to conform to all regulations.

#### **Declarations of Emergency and interaction with FEMA:**

In the case of an emergency where the County will be engaging with FEMA, County Procurement will utilize its established purchasing policies and procedures, which adheres to Volusia County Ordinance Part II, Chapter 2 Administration, Article VI Finance, Division 2 Purchases, Chapter 287, Florida Statutes (F.S.), and the guidelines of Super Circular, 2 code of Federal Regulations (C.F.R) Part 200.317 through 2 C.F.R Part 200.326, as amended. <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-317>

See Appendix A Procurement for Declared Emergencies Seeking Reimbursement Checklist

#### **EXCEPTIONS:**

In accordance with VC Code of Ordinance 2-276 the following are exempt from competition.

#### **Sec. 2-276. Exceptions.**

(a) *Excepted supplies and services.* The requirements for formal bidding and small purchase procedures shall be waived for the purchase of:

(1) Books, periodicals, software, printed materials, artwork, photographs, film, film strips, videotapes, disc or tape recordings or similar material where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent with the state, a governmental

agency or a recognized educational institute. Software as used in this section does not include new software solutions or systems where there are multiple providers of solutions similar in nature such as, but not limited to, time keeping software solutions, enterprise resource software platforms, off the shelf software solutions that are available from multiple providers, etc. Competition is required in those instances;

(2) Insurance coverage or claims expenditures as provided in the insurance fund established by resolution of the county council, excepting, however, damage to county-owned property;

(3) Commodities/services from established state, PRIDE, other governmental entities competitive solicitation, National Cooperatives, or Federal General Services Administration contracts;

(4) The purchase, lease or rental of real property;

(5) Certain professional services, design build, guaranteed maximum payment construction, and fast track construction, which shall be conducted in accordance with accepted industry practices, or as required by state law. Additionally, certain contractual services and commodities are not subject to competitive solicitation requirements such as, but not limited to;

a. Artistic services. As used in this subsection, the term "artistic services" does not include advertising or typesetting. As used in this subparagraph, the term "advertising" means the making of a representation in any form in connection with a trade, business, craft, or profession in order to promote the supply of commodities or services by the person promoting the commodities or contractual services;

b. Lectures/speaker by individuals;

c. Legal services, including attorney, paralegal, expert witness, appraisal, or mediator services;

d. Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration;

e. Services provided to persons with mental or physical disabilities by not-for-profit corporations that have obtained exemptions under s. 501(c)(3) of the United States Internal Revenue Code or when such services are governed by Office of Management and Budget Circular A-122;

f. Prevention services related to mental health, including drug abuse prevention programs, child abuse prevention programs, and shelters for runaways, operated by not-for-profit corporations; and

g. Services or commodities provided by governmental entities.

(6) Supplies and professional and contractual services from a single source upon certification by the purchasing director stating the conditions and circumstances requiring the purchase; this certification shall set forth the purpose, need and justification that the item or service is the only one that will produce the desired results;

(7) Public utility services; and

(8) Supplies or equipment where compatibility of equipment, accessories or replacement parts permits only one reasonable source of supply.

(b) *Cooperative purchasing.* The purchasing director shall have the authority to purchase from and joining with other units of governments in cooperative purchasing ventures when the best interest of the county would be served thereby, and same is in accordance with the county and state laws.

(c) *Public auctions.* The purchasing director shall have the authority to purchase supplies and capital equipment at public auction.

(d) *Standardization.* Where standardization is determined to be reasonable and desirable by

the purchasing director, the purchase of supplies and certain contractual services may be by negotiation.

(e) *Reletting of improved property for county communication networks.* When an entity, its successor entity, or an assign, has constructed, managed, and maintained a cellular tower or other similar capital communications improvement on county owned real property pursuant to a lease agreement, and the agreement provided the county use of such tower or improvement for its communications or data networks at nominal or no cost, the county may, upon application by the lessee and without issuing a formal solicitation or bid, negotiate to relet such property to such corporation or legal entity when the county council has determined that such lease will benefit the public health, safety, or welfare by continuing to allow the county use of such tower or improvement at no or nominal cost, provided that any such lease complies with the following:

(1) As a precondition to approval, any lease agreement negotiated pursuant to this subsection must be published as a time certain agenda item at a regular meeting of the county council. Members of the public will be afforded the opportunity to comment on the proposed lease.

(2) If the county council is satisfied that the proposed use of the property will serve the public interest; is in the best interest of the county; and will be used in a manner consistent with county purposes, the council may, in its sole discretion, authorize the lease for rent, whether for nominal value or otherwise, as the council may fix, regardless of the actual value of the lease.

(3) Any lease entered into pursuant to this exception must contain terms and conditions expressly stating the public purpose for which the property will be used, the rent to be paid, and the term of the lease. Such lease must further provide for the county's continued use of the improvement(s) upon the property for its data or communication networks. The lease must also require that if the property ceases to be used for or consistent with the public purpose cited within the lease or the county is denied use of the improvement(s) thereon, (i) the lease will be immediately terminated, (ii) the lessee shall peaceably surrender and vacate the property, and (iii) the county will have the right to reenter and repossess the property.

(4) The lease and the purposes for and manner in which the real property are to be used must adhere to any applicable governing comprehensive plan and zoning ordinances unless compliance therewith is otherwise precluded or excused by applicable law.

(Ord. No. 90-20, § 16, 5-17-90; Ord. No. 2019-10, § I, 8-20-19; [Ord. No. 2022-32](#), § I, 11-15-22)

## **SOLE / SINGLE SOURCE**

The term “**sole source**” means that the commodity can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does **not** justify a sole source purchase if there is more than one potential supplier for that item. Use of Brand Names and Model numbers does **not** constitute a sole source.

The term “**single source**” means that a commodity can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (repair parts, matching existing equipment or materials, warranty requirements) there is only one economically feasible source for the purchase. In some cases the manufacturer will dictate authorized facilities that the County can use, although there are multiple places that provide the service, this would be a single source.

Purchases of goods and/or services from a sole/single source may be exempt from the quoting or bidding

requirements upon completion of the written submittal to the Director of Purchasing and Contracts stating the purpose, need, and justification that this product or service is the only one that will produce the desired results. A letter or statement from a dealer, distributor or manufacturer will not be sufficient.

The justification shall answer the following questions:

1. What is the purpose and need of this product or service?
2. What functional or performance specification and/or statement of work does this product or service have that others do not have?
3. Why was this product or service selected over all other products or services?
4. What other vendors' products or services have been evaluated?
5. Specifically why doesn't each of the other products or services meet the functional or performance requirements listed in question 1, above?

**All requests for Single or Sole sources shall be requested on the appropriate Single/Sole Source request form, found on the Purchasing and Contracts ENN site.**

If the Director of Purchasing and Contracts concurs with the justification, the Director of Purchasing and Contracts must certify for the public record that the sole/single vendor is the only vendor who can supply the needed product or service. [Volusia County Code Section 2-276 (a)(6)]

**If the total amount of the proposed purchase is greater than \$125,000.00, an agenda item must be prepared for the County Council to award the contract. All Single or Sole source documents shall be signed by Division Director up to \$15,000.00 those greater than \$15,000.00 shall be signed by both Division Director and Department Director.**

### **PROCUREMENT OF ADVERTISEMENT**

In regard to required public notices by County Ordinance or State Statute. The division shall follow the requirements of the County Ordinance and related State Statute regarding legal notices in regard to placement and proof of advertisement. There are master agreements in place to meet these requirements with the following publications as approved by County Council on 12/15/2020:

DAYTONA NEWS JOURNAL  
FLORIDA COURIER-DAYTONA TIMES  
HOMETOWN NEWS  
ORLANDO SENTINEL, THE  
PENNYSAVERS  
WEST VOLUSIA BEACON

These may also be used for any other required legal advertisement or employment advertisement.

In addition, the County purchases radio, television and display print advertisements for public information and promotional purposes with majority placed directly by the County. Individual divisions/departments have budget accounts for these purposes and should work through Community Information for proper placement and use of proper agreements.

For procurement of advertising, the end user shall complete a single source form with complete justification of why the selected advertiser is the only/best meets the needs of the required outcome for the advertisement and need of the division/department. Why the price is fair and reasonable and any

efforts to negotiate the best rate possible. The Single source form shall be signed by division director and submitted to Purchasing and Contracts for certification by the Director. The assigned procurement analyst shall review and validate single source request prior to submitting to Purchasing and Contracts Director for certification.

For more information regarding single source procurement, see the **SOLE / SINGLE SOURCE** section of the County of Volusia, FL, Purchasing & Contracts' Procedures Manual, or refer to [Chapter 2 \(Sec. 2-276, Exceptions\)](#) of the Volusia County Code of Ordinances.

In addition, any agreements/placement orders that require signature should also be sent to Purchasing and Contracts for review, revisions, and signature.

## **REQUESTS FOR MODIFICATIONS**

In the course of business, it may be necessary to make modifications to a Contract, Master Agreement or Purchase Order. These modifications may be accomplished through the following means.

**Contracts:** The requesting Department/Division must submit a written request for any Modification for any reason. It must clearly and concisely define what is to be modified and why the modification is being requested. The request must list the correct vendor name as it appears on the Contract. Should you become aware that the vendor name or ownership changes, notify Purchasing & Contracts Division immediately. If there is a change in the price, the appropriate account number(s) with the corresponding modification in amount must also be listed and authorized by the designated authority. Depending upon the total value of the Contract and the amount requested the Modification may require Director of Purchasing and Contracts, County Manager/Designee or Council approval. The Director of Purchasing and Contracts is authorized to approve Modifications which do not exceed \$50,000.00. The County Manager or designee is authorized to approve Modifications which do not exceed \$125,000.00. County Council must approve all Modifications that exceed \$125,000.00.. The County Manager or designee shall have authority to execute amendment additional modifications for additional services/scope provided there \$ amount does not exceed authority level. The County Manager or designee renew contracts in accordance with the stated renewal term approved as part of the original contract.

**Construction Contract Modifications:** Modification to construction contracts to adjust contract price or contract time must be done through a construction contract modification form which are available on ENN under Purchasing and Contracts. Approvals for time shall be approved by the Director of Purchasing and Contracts with prior approval of the Department Director and Project manager. Modifications or Changes orders **requested** by the **County** for construction projects which the contractor has provided a price quote/cost adjustment shall be approved or denied in writing by the County within 35 days of receipt in accordance with FL Statue 218.755.

**Task Assignment (TA) Amendments:** TA Amendments to adjust TA price, TA Scope of Services or TA time must be done through a TA Amendment form which are available on ENN under Purchasing and Contracts.

**Purchase Orders:** The requesting Department/Division may submit modifications via the Purchasing and Contracts Division in writing. Procedures are posted on ENN. The Modification will work-flow through all levels of necessary authorization required for approval. There are exceptions to this procedure:

1. End of the year roll-over: at the end of the year agencies will be notified that Modifications may no

longer be processed by each Department/Division but must flow through the Purchasing & Contracts Division. Example: 2024 P.O.s that require Change orders in 2025 must be modified by the Purchasing & Contracts Division. This will hold true for the each subsequent fiscal year as well.

2. Retainage: any Purchase Order holding retainage must be modified through the Purchasing and Contracts Division.

**Master Agreements:** The requesting Department/Division must submit a written request for change to master agreement to add, delete or modify items/services that are similar in a nature and magnitude to the original agreement that may have not been known at time of bidding. It must clearly and concisely define what is to be changed and why the change is being requested. The request must list the correct vendor name and the items to be changed, added or deleted. The changes shall be approved by the director of purchasing and contracts.

**Assignment and Assumptions:** There are times when companies merge or sell to another company and, with it, the sale includes the county's contract. A vendor shall notify the County 30 days prior to the effective date of the assignment and complete all necessary paperwork. Failure to submit a timely notification of an assignment to the county may result in a material breach of the contract and termination by the county or assessment of a processing fee. The County Manager or designee shall authority to executed all Assignment and Assumptions on behalf of the County as there is no change in value of the contract.

## **USE OF COUNTY LOGO /TRADEMARK**

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images ("Intellectual Property"). As such, nothing in a solicitation permits or shall be construed as authorizing a Respondent to use or display County's Intellectual Property on Respondent's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of a Respondent in response to a solicitation. Unless expressly authorized in writing by County, a Respondent is not authorized and shall not make use of or display any County Intellectual Property on or in its proposal or submittals in response to a solicitation. Unauthorized use of County's Intellectual Property may constitute trademark and/or copyright infringement in violation of federal and state laws.

## **UNSOLICITED OFFERS**

An unsolicited offer is any offer other than one submitted in response to an invitation. Contact your Procurement Analyst for assistance.

## **GRANTS**

Expenditures from funds other than general fund tax dollars may require special processing because of specific legal terms and conditions placed by the funding Department/Division. Grants often have certain purchasing requirements that are different from the County's. Purchases made with Federal funds such as from the Federal Aviation Department/Division (FAA); from the Federal Transportation Authority (FTA); HUD/CDBG, FEMA and any other Federal Granting Authority require special purchasing procedures. Purchases made from confiscated funds require certain prior approvals before purchases can be made. It is the responsibility of the requesting Department/Division to identify and to transmit to the Purchasing and Contracts Division any special purchasing requirements or provisions,

and it is the responsibility of the Purchasing and Contracts Division to ensure that those special purchasing requirements are followed. This includes how local preference is applied.

**For all projects receiving federal grant funds the Procurement will utilize the guidelines of Super Circular, 2 code of Federal Regulations (C.F.R) Part 200.317 through 2 C.F.R Part 200.327, as amended unless the requirements of the County are more stringent. The required contract clauses shall be included by exhibit or incorporated into all solicitation documents and resulting contracts. Unless otherwise specified in the grant, all grant purchases shall follow the County's Purchasing Ordinance, Policies and Procedures.**

**See Appendix B Grant Procurement Checklist**

**Specific Guidelines for expenditure of Grant funds for Volusia County's Transit Division**

Agencies utilizing state and federal pass-through funds are required to maintain a compliant procurement plan that adheres to Chapter 287, Florida Statutes (F.S.), Chapter 60A, Florida Administrative Code (F.A.C.) and the Federal Transit Administration (FTA) Best Practices Procurement Manual.

The Transit Services Division will work with the Florida Department of Transportation Passenger Operations Transit team on Requests for Proposal scopes that relate to transit operations and use federal pass-through or state funds to ensure all applicable federal clauses are being communicated to potential bidders within the bid package.

## MATRIX OF FTA THIRD-PARTY CONTRACT CLAUSES

(This matrix does not apply to micro-purchases,<sup>1</sup> except that Davis Bacon requirements apply to all federal construction contracts over \$2,000)

Last revised: January 17, 2025

**This Matrix is not meant to be all inclusive. Please review the specific funding source, as well as all clauses for applicability to the type of contract and flow down requirements.**

		<b>TYPE OF PROCUREMENT</b>				
	<b>CLAUSE</b>	<i>Professional Services/A&amp;E</i>	<i>Operations/Management/Subrecipients</i>	<i>Rolling Stock Purchase</i>	<i>Construction* (*See Note Below)</i>	<i>Materials &amp; Supplies</i>
1.	<u>No Federal Government Obligations to Third Parties (by use of a Disclaimer)</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
2.	<u>False Statement or Claims: Civil and Criminal Fraud</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
3.	<u>Notice to FTA and U.S. DOT Inspector General of Information Related to</u>	<i>\$25,000 or More. Prime and Subs</i>	<i>\$25,000 or More. Prime and Subs</i>	<i>\$25,000 or More. Prime and Subs</i>	<i>\$25,000 or More. Prime and Subs</i>	<i>\$25,000 or More. Prime and Subs</i>

<sup>1</sup> Currently set at \$50,000. Revised 2 CFR § 200.320. for self-certifying agencies.

\* Per 41 CFR Part 60- 1.3, *Construction work* means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

	CLAUSE	TYPE OF PROCUREMENT				
		Professional Services/A&E	Operations/Management/Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies
	<u>Fraud, Waste, and Abuse Etc.</u>					
3.	<u>Access to Third Party Contract Records</u>	All	All	All	All	All
4.	<u>Changes to Federal Requirements</u>	All	All	All	All	All
5.	<u>Equal Employment Opportunity (Except Special DOL EEO clauses for construction projects</u>	All	All	All	All	All
6.	<u>Incorporation of FTA Terms</u>	All	All	All	All	All
7.	<u>Energy Conservation</u>	All	All	All	All	All
8.	<u>Termination (not required of states)</u>	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
9.	<u>Debarment and Suspension</u>	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
10.	<u>Buy America</u>			>\$150,000	>\$150,000	>\$150,000
11.	<u>Resolution of Disputes, Breaches, or Other Litigation</u>	>\$250,000 (see Note)	>\$250,000 (see Note)	>\$250,000 (see Note)	>\$250,000 (see Note)	>\$250,000 (see Note)

	CLAUSE	TYPE OF PROCUREMENT				
		<i>Professional Services/A&amp;E</i>	<i>Operations/Management/Subrecipients</i>	<i>Rolling Stock Purchase</i>	<i>Construction* (*See Note Below)</i>	<i>Materials &amp; Supplies</i>
12.	<u>Lobbying</u>	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
13.	<u>Clean Air</u>	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
14.	<u>Clean Water</u>	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
15.	<u>Cargo Preference</u>			<i>Involving property that may be transported by ocean vessel</i>	<i>Involving property that may be transported by ocean vessel</i>	<i>Involving property that may be transported by ocean vessel</i>
16.	<u>Fly America</u>	<i>Involving foreign transport or travel by air</i>	<i>Involving foreign transport or travel by air</i>	<i>Involving foreign transport or travel by air</i>	<i>Involving foreign transport or travel by air</i>	<i>Involving foreign transport or travel by air</i>
17.	<u>Davis Bacon Act and Copeland Anti-Kickback Act</u>				>\$2,000 (including ferry vessels)	
18.	<u>Contract Work Hours &amp; Safety Standards Act</u>		<i>Contracts &gt;\$100,000 (transportation services excepted.)</i>	>\$100,000	>\$100,000 (also ferries.)	
19.	<u>Bonding</u>				>\$250,000	

	CLAUSE	TYPE OF PROCUREMENT				
		<i>Professional Services/A&amp;E</i>	<i>Operations/ Management/ Subrecipients</i>	<i>Rolling Stock Purchase</i>	<i>Construction* (*See Note Below)</i>	<i>Materials &amp; Supplies</i>
20.	<u>Seismic Safety</u>	<i>A&amp;E for new buildings &amp; additions</i>			<i>New buildings &amp; additions</i>	
21.	<u>Transit Employee Protective Arrangements</u>		<i>FTA programs involving public transportation operations funded with 5307-5312, and 5316</i>			
22.	<u>Charter Service Operations</u>		<i>All transit operations contracts involving FTA funding under 49 USC 5307, 5309, 5311 or 5316 funds</i>			
23.	<u>School Bus Operations</u>		<i>All transit operations contracts</i>			
24.	<u>Drug Use and Testing/ Alcohol Misuse and Testing</u>		<i>All transit operations contracts</i>			

	CLAUSE	TYPE OF PROCUREMENT				
		<i>Professional Services/A&amp;E</i>	<i>Operations/Management/Subrecipients</i>	<i>Rolling Stock Purchase</i>	<i>Construction* (*See Note Below)</i>	<i>Materials &amp; Supplies</i>
25.	<u>Patent Rights, and Rights in Data and Copyrights</u>	<i>Research &amp; development</i>				
26.	<u>Special DOL EEO clause for construction projects</u>				<i>&gt;\$10,000</i>	
27.	<u>Disadvantaged Business Enterprises (DBEs)</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
28.	<u>Recycled Products (Solid Wastes)</u>		<i>Contracts for items designated by EPA, when procuring \$10,000 or more per year</i>		<i>Contracts for items designated by EPA, when procuring \$10,000 or more per year</i>	<i>Contracts for items designated by EPA, when procuring \$10,000 or more per</i>
29.	<u>ADA Access</u>	<i>A&amp;E</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
30.	<u>Veterans Preference</u>				<i>&gt;\$150,000</i>	
31.	<u>Motor Carrier Safety</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
32.	<u>Seat Belt Use and Distracted Driving</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
33.	<u>Protection of Sensitive and Personally</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>

	CLAUSE	TYPE OF PROCUREMENT				
		Professional Services/A&E	Operations/Management/Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies
	<u>Identifiable Information</u>					
34.	<u>Trafficking in Persons</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
35.	<u>Tax Liability and Recent Felony Convictions</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
36.	<u>Construction Site Safety</u>				<i>all</i>	
37.	<u>Domestic Preferences for Procurements</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
38.	<u>Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
39.	<u>Bus Testing</u>			<i>All, except minivans</i>		
40.	<u>Pre-Award and Post-Delivery Audit Requirements</u>			<i>All</i>		
41.	<u>FTA Clauses Required when DBE threshold has been met</u>	<i>If DBE threshold has been met</i>	<i>DBE threshold has been met</i>	<i>DBE threshold has been met</i>	<i>DBE threshold has been met</i>	<i>DBE threshold has been met</i>
42.	<u>Conformance with ITS</u>	<i>ITS Projects</i>	<i>ITS Projects</i>	<i>ITS Projects</i>	<i>ITS Projects</i>	<i>ITS Projects</i>

	<b>CLAUSE</b>	<b>TYPE OF PROCUREMENT</b>			
		<i>Professional Services/ A&amp;E</i>	<i>Operations/ Management/ Subrecipients</i>	<i>Rolling Stock Purchase</i>	<i>Construction * (*See Note Below)</i>
	<u>National Architecture</u>				
43.	<u>Other Federal Requirements</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>

## **RESEARCH AND DEVELOPMENT, TRIALS AND DEMONSTRATIONS**

### **Research and Development**

Sometimes requirements are not readily definable. A user may know what needs to be done, but not how to get it done, or there may be more than one method or product that can do the job. In order to more closely define what is needed, they may want to "test" several products or services to determine which best suit their need. This is called Research and Development (R & D). The Director of Purchasing and Contracts may waive some purchasing requirements for an approved R & D project. Complete documentation with requirements and anticipated/expected results is required, and each project is determined on a case-by-case basis. After an R & D is approved, the Department/Division is responsible for maintaining and submitting to the Director of Purchasing and Contracts objective project reports and results to help in any future purchasing decisions.

### **Demonstrations**

To ensure that both the Vendor's and the County employee's time is used wisely, and to prevent the appearance of impropriety, Vendors and Volusia County Agencies shall coordinate all demonstrations of products and services through the Purchasing and Contracts Division. If interested in a demonstration for a specific product or service, please contact the assigned Purchasing and Contracts staff member who will help arrange the demonstration.

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

DBE program shall be in accordance with Volusia County Ordinance, 2-269, as amended. The county shall follow all federal and state requirements in regard to DBE for the award of contracts in accordance with the stated grant provisions as required. Those divisions who receive funding from such grants or sources shall be responsible for tracking and documenting their participation. The County will continue to encourage DBE through outreach and self-certification.

## **COOPERATIVE PURCHASING**

It is standard policy of the Purchasing and Contracts Division to cooperate with other government agencies in the purchase of goods and services required by the County.

The most common form of cooperative purchasing is purchasing from contracts issued by the State

of Florida for specific commodities. When any other government Department/Division has competitively bid and awarded any contract for any product or service, Volusia County may purchase that product or service from the awarded vendor at the awarded price if the original bid specification and/or statement of work and award allow it. This is generally known as "piggybacking." It is the responsibility of any Volusia County Department/Division to transmit this type information to the Purchasing and Contracts Division when requesting a piggyback purchase. The Director of Purchasing and Contracts has the authority to deny the piggyback purchase if a direct purchase by Volusia County would be more beneficial.

It may prove advantageous for the County and other government agencies to explore the possibility of combining their respective requirements for certain commodities and issuing a joint cooperative bid/RFP. Please contact the Purchasing and Contracts Division with any ideas for such cooperative purchasing. The Purchasing and Contracts Division will coordinate with other government agencies to explore if cooperative purchasing is an alternative.

**Utilization of another government Department/Division's solicitation falls under the same signature authorization levels as noted in this procedure manual.**

### **LOCAL PREFERENCE VOLUSIA COUNTY ORDINANCE 2-269.5**

1. *Applicability.* This section shall apply to purchasing subject to the formal bidding requirements of section 2-271, or that require multiple competitive quotes subject to the requirements of subsection 2-270(b), and result from an invitation to bid or request for quote by the county where price is the sole determining factor for the award of contract to the lowest responsible and responsive bidder.
2. *Preference.* Preference afforded under this section shall be calculated as follows:
  - A. A prime contractor qualifying as a local business shall be granted a preference of three percent of the total bid price or quote.
  - B. A prime contractor meeting the requirements of subsection (b)(1) proposing the utilization of a subcontractor shall be granted a preference of two percent of the bid price or quote if the work to be performed by all subcontractors, that qualify as local businesses, constitutes 51 percent or greater of the total work to be performed by all subcontractors. This subsection shall not apply if the invitation to bid or request for quote does not authorize utilization of subcontractors.
  - C. In the event that a prime contractor qualifies for a preference under subsections (b)(1) and (b)(2), total preference shall not exceed five percent.
  - D. Preference shall not be given to that amount of the total bid price or quote of a prime contractor exceeding \$25,000.00 from the nearest competing bid price or quote for that solicitation.

Preference shall be calculated based on the total bid or quote price, including any alternate or optional service or product in the bid or quote selected by the county.

*Exemptions.* Notwithstanding subsection (a), this section shall not apply to any of the following purchasing activities:

- A. Purchasing funded, in whole or in part, by an entity prohibiting application of the preferences provided by this section by grant agreement, contract or applicable federal, state or local law; or
- B. Emergency purchasing subject to section 2-275 of the Code.

3. *Certification.* A prime contractor claiming to qualify as a local business for purposes of this section shall so certify in writing on a form prescribed by the Director of Purchasing and Contracts as part of the competitive solicitation process.
4. *Verification.* Any prime contractor or subcontractor subject to a bid or quote subject under this section shall provide all documentation required by the Director of Purchasing and Contracts that demonstrates its qualification as a local business prior to time of purchase or recommendation of award of contract.
5. *Maintenance of status.* A prime contractor granted a preference under this section resulting in a written contract shall stipulate to maintaining its status as a local business throughout the term of the contract, including subcontractors for which preference is granted. This requirement shall be included in the contract between the prime contractor and subcontractor.
6. *Subcontractors.* A prime contractor seeking preference under this section shall be required to disclose all subcontractors in its bid or quote and stipulate to continued utilization of subcontractors for which preference is granted under this section in any resulting contract unless approved in writing by the county and without change in price.
7. *Employment vacancies.* A prime contractor, and its subcontractors, granted preference under this section stipulates to posting employment vacancies generated from a resulting contract with agencies or organizations that may be identified by the Director of Purchasing and Contracts.
8. *Compliance.* Noncompliance with this section shall be deemed a material breach of the resulting contract, grounds for termination by the county and may subject the prime contractor to disqualification in accordance with subsection 2-267(9).
9. *Reciprocity.* Effective July 1, 2012, no county, or municipality within a county, listed in the definition of local business in section 2-261 shall serve as a basis for preference under this section if that county or municipality authorizes preference in its procurement process to a business based on a physical location that does not include Volusia County.

## **RECEIVING, INSPECTION, AND TESTING**

### **Receiving and Inspection**

It shall be the responsibility of each Department/Division to have an individual, immediately upon receipt of a product or service, to inspect that product or service to ensure that it meets the specification and/or statement of work as set forth in the purchase order. The person should inspect for proper quantities, proper quality, no damage, and prompt delivery. The receiving person should have available a copy of the purchase order for verification purposes. Any deviations should be immediately documented and sent to the supplier and to the Purchasing and Contracts Division.

Signing a delivery slip does not necessarily constitute acceptance of an order. Any problems with an order should be documented and reported to the vendor and Purchasing and Contracts Division as soon as possible. The Purchasing and Contracts Division will assist the department with working with the vendor to resolve any 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. Also

if an item is delivered damaged, the receiving Department/Division has the responsibility to protect it and all packing materials from any further damage, and to make it available to the vendor and/or carrier for inspection.

## **FREIGHT/SHIPPING AND HANDLING ISSUES**

Transportation of a product to the required delivery site is an additional expense to be considered. When obtaining quotes, using agencies should request the price be quoted including delivery, or delivery costs should be quoted as a separate line item. When the Purchasing and Contracts Division requests bids, it always includes delivery in the bid price.

Transportation is usually described as "F.O.B.: Destination" or "F.O.B.: Shipping Point". These are legal definitions and define when title or ownership passes from the seller to the buyer, who is responsible for any loss, and who generally pays the freight and transportation costs. The County always requests F.O.B Destination.

**F.O.B.: Shipping Point (Origin):** Title/ownership passes to the buyer (the County) when the goods leave the seller's dock and the County pays all transportation costs. If anything happens to the goods in transit, the County must still pay the seller and must file claims and settle with the transportation company for damages. If this method is chosen, the Invitation to Bid must specify the transportation carrier and the terms and conditions. **This method is very disadvantageous to the County and can be very expensive to administer.**

**F.O.B.: Destination:** Title/ownership passes to the buyer (the County) when the goods are accepted by the County and the seller normally pays all transportation costs. If anything happens to the goods in transit, the County does not have to pay the seller and the seller must file any claims and settle with the transportation company for damages. This is the best method for the County.

**F.O.B.: Destination, Prepaid and Add:** Under this arrangement, the seller will pay all delivery charges but will pass those costs along to the buyer (the County). However, title will not pass to the County until it has accepted the goods.

**F.O.B.: Destination, Estimated, Prepaid and Add:** This arrangement is that the seller will quote only an estimated cost of delivery and will pass along the actual cost to the County upon invoicing.

When the County chooses to pay freight charges, the appropriate terminology will be printed on the Purchase Order document with an additional request that the actual shipping document with pricing be included with the invoicing document. This is a method of protecting the County from paying quoted or estimated freight charges that are not actual. There have been instances where freight charges were quoted and invoiced at a certain amount (such as \$50.00) and the actual charge was much less (such as \$17.00). Staff responsible for processing invoices should be aware of these arrangements and carefully check delivery charges before authorizing their payment.

## **INTERACTION BETWEEN COUNTY DEPARTMENTS/DIVISIONS/ACTIVITIES**

The Purchasing and Contracts Division is a service Division; therefore, interaction with all County Departments / Divisions is a necessity. However, there are Departments / Divisions / Activities within the County who may also have input into what and how to purchase.

### **Office of Management and Budget (OMB)**

No purchase can be made unless funding is available. It is the responsibility of the requesting Department/Division to ensure sufficient and proper funding is available prior to submitting a request to the Purchasing and Contracts Division.

### **Fixed Assets**

Finance/Accounting is charged with inventorying all capital equipment and capital improvement purchases and the proper accounting for each. A Fixed Asset is defined as any item with a unit value of \$1,000.00 or greater and a useful life of one (1) year or more. A Fixed Asset/Property Acquisition/Disposition Form must be completed and submitted to Finance/Accounting within three (3) days of receipt of the asset. When an item is surplus, the Disposition form must be completed and forwarded to Fixed Assets.

### **Others**

Because of standardization, specific legal or procedural requirements there are Departments/Divisions who may regulate what is bought or how it is bought. These type purchases must be processed through and approved by these agencies before the request for purchase is sent to the Purchasing and Contracts Division. Examples are listed below.

- Building Repair / Remodeling / Maintenance .....Facilities Management
- Copiers and vending .....Facilities Management
- Computer Equipment and Software .....Information Technology
- Construction .....PW/Engineering and the Purchasing and Contracts Division
- Insurance .....Risk Management
- Legal Services .....County Attorney
- Space (office, storage, etc.) .....Facilities Management
- Telephone Equipment and Services .....Information Technology
- Temporary Services .....Human Resources
- Two-Way Communications Equipment (Radios) .....Information Technology
- Vehicles and Heavy Equipment .....Fleet Management

### **SIGNATURES**

The Purchasing and Contracts Division and Accounting Division maintain signature authorities. These authority levels are tied to the current CGI system and the workflow components. For purchases, the signature authority is tied to the value of the purchase.

In addition to purchases, all after-the-fact justifications and single source requests shall be signed by the appropriate authority level stated in the quick reference guide.

**Contracts for the purchase of any commodities or services may be signed only by the Director of Purchasing and Contracts, County Manager, or the Chair of the County Council, as applicable.**

Electronic Signatures: In accordance with Florida Statute Ch 668 electronic signature may be used to sign a writing and shall have the same force and effect as a written signature. The County has procedures in place in regarding signatures of contracts in electronic format.

Sample clause for contract for use of Electronic Signatures: "Vendor acknowledges that \_\_\_\_\_ (the "Authorized Signatory") is authorized to execute

contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia."

## **ACCOUNTING AND PAYMENTS**

It is the responsibility of each using Department/Division to request payment for goods or services received. The Purchasing and Contracts Division cannot independently process payments. Accounting has certain policies and procedures to follow and will furnish those upon request and provide instruction.

There is a State Law (Florida Statute 218.7 Prompt Payment Act) governing payment for goods or services by government agencies. On the date of this publication, it states that vendors may assess a finance charge of 1% per month for payments not made within forty five (45) days of a correct invoice; therefore, it is imperative that all invoices are paid as promptly as possible. It is the responsibility of the department/division to notify the vendor, preferably in writing if an invoice is not correct, to eliminate the possibility of interest payments. For project involving construction, payment will be in according with Florida Statute.

## **VENDOR RELATIONS**

One of the functions of the Purchasing and Contracts Division is establishing and maintaining relations with firms that request to do business with the County and with firms that regularly do business with the County. Any user that develops a problem with a vendor and cannot satisfactorily resolve that problem should contact the Purchasing and Contracts Division. It is County policy to be fair with all bidders and vendors while still protecting the interests of the County.

Any problem should be **documented** immediately in writing giving all details such as date, nature of problem, person contacted, conversations between the County and the vendor, etc. This can be done using a "vendor complaint" form that can be obtained from the Purchasing and Contracts Division or can be done simply by keeping a written log of the issue and passing it along to the Purchasing and Contracts Division. Documentation must be very detailed and immediately recorded. A simple complaint such as "*last week my uniform delivery was late*" is not acceptable.

All vendors may request and receive a debriefing on any project they participate in. The debriefing may include using divisions and personnel outside of the purchasing division, but will be coordinated through Purchasing and Contract.

## **DEBARMENT PROCEDURE**

**Purpose and Intent.** The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the

procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis.

**Debarment and Suspension.** The purchasing director, after consultation with the County Attorney's office, shall have the authority to debar an actual or prospective vendor or contractor for cause from consideration for award of purchases or contracts. Such debarment shall not exceed five (5) years from the date of the final determination of debarment. Upon initiation of the debarment procedure, the purchasing director, after consultation with the County Attorney's office, shall also have the authority to suspend an actual or prospective vendor or contractor from consideration for award of purchases or contracts pending a final determination of debarment. Such suspension shall be for a period of one (1) year or until a final determination regarding debarment is made, whichever occurs earlier. If a company has been suspended or debarred previously, the County has the right to impose a longer debarment, including permanent debarment.

**Causes for Debarment or Suspension.** Debarment of a vendor or contractor may be effected for cause if such cause exists with regard to the vendor or contractor itself or a principal of such vendor or contractor. For the purposes of this policy, a person shall be deemed a principal of a vendor or contractor if he/she is a partner, majority shareholder, proprietor, director, officer, board member, manager, managing member, or the functional equivalent thereof, of such vendor or contractor. Cause for debarment or suspension shall exist if the purchasing director determines that any of the following applies to the contractor or vendor, or a principal thereof:

1. Conviction for commission of a criminal offence incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.
2. Conviction under state or federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property or any other offense indicating or suggesting a lack of business integrity or business honesty, which currently, seriously, and directly affects the person or entity's responsibility as a vendor or contractor.
3. Conviction or civil judgment finding a violation of state or federal antitrust statutes arising out of the submission of bids or proposals.
4. A determination by a court, hearing officer, administrative official, or any local, state, or federal governmental entity or agency that the person or entity violated the provisions of any local, state, or federal laws or regulations.
5. Commission of any fraud or misrepresentation in connection with a bid, quotation, proposal, solicitation, or contract with the county or another public entity, regardless of whether such fraud or misrepresentation resulted in a conviction.
6. Violation of a material solicitation/contract provision with the county or public entity, including, but not limited to the following:
  - a) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in a bid/contract;

- b) Abandonment of a contract;
- c) Failure to pay a contractor, sub-contractor, or material provider as required by a lawful contractual agreement, the Florida Statutes, or other applicable law;
- d) Repudiation of a bid or contract by failure to provide bonds, insurance, or other required certificates as required pursuant to such bid or contract; or
- e) Refusal to accept an addendum, agreement, or contract, or to perform thereon provided such addendum, agreement, or contract was issued timely and in conformity with the bid or solicitation received; however, a refusal to renew or extend an agreement or contract or exercise an option to renew or extend where such renewal, extension, or option requires the mutual consent of the parties pursuant to the terms of the applicable agreement or contract shall not be deemed a violation of this provision; or
- f) Overall performance of a contract, which the county or another public entity evaluated as poor or unsatisfactory. For the purposes of evaluating the overall performance of county contracts, performance shall be deemed poor or unsatisfactory where the vendor or contractor continues to perform poorly or otherwise unsatisfactorily after the county has contacted the vendor or contractor regarding its performance issues and undertaken any dispute resolution or curative procedures as mandated by the applicable contract or agreement. Overall performance of a contract with another public entity shall be determined based upon any competent substantial evidence of poor or unsatisfactory performance for such other public entity, including, but not limited to, a letter terminating the vendor or contractor's services for cause; adverse action taken by the entity against the vendor, including, but not limited to, termination for cause, debarment, suspension, and/or a lawsuit.

7. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more bids/contracts with the county or any other public entity; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered a basis for debarment;
8. Presence of principals or corporate officers in the vendor or contractor's business or concern, who were principals or corporate officers within another business or concern at the time when such other business or concern was suspended or debarred within the last five (5) years under this debarment policy and procedure or by another public entity;
9. Violation of an ethical standard as set forth in either the county's code of ordinances or in the Florida Statutes; or
10. Any other cause or material factor which adversely affects the responsibility of a person or entity as a county contractor, including but not limited to suspension or debarment by another governmental entity for any of the causes listed in this section.

**Subcontractors.** It is the responsibility of the prime contractor to ensure that the same provisions set forth for the prime contractor are passed to the subcontractors. It is the responsibility of the prime to have subcontractors sign documentation that they understand and list debarments. The prime contractor shall follow the same process as the County in debarment of subcontractors.

**Notice of Intent to Debar.** Upon the purchasing director's preliminary determination that cause exists for debarment, the Director of Purchasing shall send a written notice of intent to debar to the contractor or vendor (or prospective contractor or vendor). Such notice shall state:

1. The reasons for the proposed debarment;
2. The proposed length of debarment;
3. That the preliminary finding of cause and proposed debarment action shall become final if an administrative request for review is not timely filed in accordance with the procedures for such review established herein;
4. Whether the contractor or vendor has been suspended from participating in other bids and solicitations pending the finality of the debarment determination; and
5. That suspended and/or debarred persons cannot be considered for award or receive new contracts during the period of suspension and/or debarment.

**Request for Review.** A vendor or contractor (or prospective vendor or contractor) that has received a notice of intent to debar may request that the proposed debarment action be reviewed and reconsidered. **Such request must be received by the purchasing director in writing within ten (10) business days of issuance of the notice of the intent to debar.** Such request for review and reconsideration shall state the basis for review and reconsideration, and shall include such documents, evidence, and other information as the requesting party deems necessary to support its position. If no request for review and reconsideration is received within the time period allowed, the determination of the purchasing director that cause exists for debarment and the proposed length of the debarment shall become final, and all rights to request review or appeal shall be deemed waived.

**Review.** Upon timely filing of a written request for review, the purchasing director shall review and reconsider the preliminary determination of cause for debarment, with or without a meeting or hearing with the party requesting review, at the option of the purchasing director. The purchasing director may request information from, and speak individually or collectively to, any people or entities having information relevant to the debarment determination. The purchasing director shall render a written decision on the request for review and reconsideration, which shall include the purchasing director's final debarment decision and action taken, if any, within thirty (30) calendar days following receipt of the request. The time for rendering a written decision may be extended by (i) the deputy county manager overseeing the purchasing department or (ii) the county manager, if such extension is determined to be in the best interest of the county.

**Appeal of the Purchasing Director's Decision.** A vendor or contractor proposed for debarment may appeal the final decision of the purchasing director by submitting a written appeal of such decision to the County Manager within five (5) business days after the purchasing director's issuance of such final decision. The County Manager shall evaluate the vendor or contractor's

written appeal and issue a written decision within thirty (30) calendar days of his/her receipt of such appeal. The vendor or contractor may appeal the County Manager's decision by submitting a written appeal to the County Chair with a copy to the County Manager and purchasing director within five (5) business days of the issuance of the County Manager's written decision. The appeal shall be placed on the agenda of a regular county council meeting as determined by the County Manager. The county council shall evaluate the appeal and render a decision at the meeting. The decision of the county council shall be final. The debarment and appeals processes shall not stay the county's solicitation, negotiation, or contract award processes, it being understood that the county must continue to be able to freely conduct county business during the debarment process.

**Debarred and Suspended Persons List.** The purchasing director shall maintain a list of suspended and debarred vendors and contractors. Vendors and contractors that have been suspended or debarred shall be deemed not responsible under the county's procurement code and be precluded from responding to solicitations or receiving awards of contracts from the county during the period of their suspension or debarment. Any bid or other response received from such a party during the period of their suspension or debarment shall be disregarded and not evaluated for potential award.

**Other Remedies.** Nothing in this policy or these procedures shall limit the county from pursuing other legal or contractual rights or remedies against a suspended or debarred contractor or vendor, regardless of the pendency of any proceedings hereunder that are related to such suspension or debarment.

### **SURVEYS / TESTIMONIALS / REFERENCES**

County employees shall refrain from completing surveys or providing testimonials or any other type of reference for any contractor without prior approval from the County Attorney, County Manager, or Director of Purchasing and Contracts. There may be legal and contractual consequences when these things are completed without prior authorization.

### **REVENUE PROCEDURES**

Certain transactions may occur by which the County sells, leases or licenses services, copyrights, or other intangible assets. These revenue transactions follow the same Purchasing guidelines, solicitation requirements and approval levels as the purchase of goods or services. Contact the Director of Purchasing and Contracts for information and instructions since most of these transactions are unique and must be handled on a case-by-case basis. In addition, those services which have a revenue element included in the solicitation shall provide the method of audit and procedures prior to release for review by the Finance Divisions.

### **SURPLUS PROPERTY AND DISPOSAL**

There are two responsibilities within the County's surplus program managed by the Purchasing and Contracts Division (contact the County Attorney's office if necessary to surplus real property as these procedures do not apply to real property):

#### **Obtaining Surplus Property**

The Director of Purchasing and Contracts has the authority to obtain property from authorized

surplus property programs such as other government agencies or public auction.

Surplus property obtained from Federal and State programs is governed by certain laws, rules, and regulations. Policies and procedures for participating in Federal and State programs are a separate issue and may be obtained by contacting the Director of Purchasing and Contracts.

The County Council has authorized the Director of Purchasing and Contracts to obtain supplies and equipment from public auction. The most common form of equipment obtained from auction is heavy equipment, off-road equipment, maintenance equipment, generators, etc. If a Department/Division requires this type equipment and would like to explore the possibility of obtaining it from auction, contact the Purchasing and Contracts Division.

### **Disposing of Surplus Property**

The Director of Purchasing and Contracts is responsible for disposing of any supplies or equipment deemed to be surplus or scrap. Supplies or equipment no longer needed by a Department/Division may be redistributed to another County Department/Division or disposed of by several different options. Surplus property may be sold by sealed bid, or it may be sold at auction depending on the item, its value, and other concerns as determined by the Director of Purchasing and Contracts.

The County routinely disposes of surplus property at a public auction. Each department has one or more Fixed Asset custodians who are able to enter surplus items into the Surplus Property program for pick-up and sale at regularly scheduled auctions. For any item of capital equipment (any item that has a Fixed Asset property number), the Department/Division must complete and submit a Fixed Asset Acquisition/Disposition Form, which is part of the Surplus Property system on ENN. This will allow the item to be removed from the Fixed Asset Inventory for that Department/Division after its disposal. Please contact the Director of Purchasing and Contracts in writing with any questions regarding the proper method of disposal.

### **Library Special Surplus Procedures**

The Director of Library Services shall first offer for sale all old books, magazines, tapes, etc., which the Director determines marketable. All other books, magazines, tapes, etc., determined not to be marketable may be disposed of by donation to charitable and nonprofit organizations, including Library Associations and Friends of the Library groups, or may be discarded if the Library material has become obsolete or has ceased to be useful because of its physical condition or otherwise. All proceeds from the sale or disposition of library materials shall be paid to the County of Volusia and credited to the account of the Library Division. (Adopted by County Council on 4/2/81). This section does not apply to the disposal of any equipment or fixed assets.

#### **Donations to Other Organizations / Agencies (Approved by County Council Nov. 7, 2002)**

Except as outlined below, the County does not donate property to other governmental agencies or charitable or non-profit organizations. These organizations are encouraged to bid for the items at the County Auctions.

### **VOTRAN/TRANSIT DIVISION**

The Director of the Transit Division shall submit documentation to the Director of Purchasing and Contracts that all equipment to be declared surplus for the purpose of donation meets the following requirements:

1. All equipment must meet all Federal, State and local usage requirements, i.e., years of service, mileage, etc.
2. The equipment cannot be utilized by any other Department/Division within Volusia County.
3. The fair market value of the equipment is such that the goals of the County will be better served by donation rather than sale.
4. The Department/Division requesting a donation must provide justification of the need for the equipment.
5. The Department/Division requesting a donation must provide 501C-3 non-profit certification paperwork.
6. Priority for the donation of buses will be given to non-profit agencies that currently use or may use VOTRAN Gold (ADA) Service to meet its transportation needs. Non-profit agencies that receive donation of a bus will work with VOTRAN to minimize the use of the Gold Service for transportation.

The Director of Purchasing and Contracts shall review the donation submittal and forward a recommendation to the County Manager for final approval.

### **REDUCE, REUSE AND RECYCLE PURCHASING POLICY STATEMENT**

**The County of Volusia is firmly committed to the principles of protecting the environment through sound business practices by Reducing the waste stream, Reusing materials when feasible and as much material as possible.**

Since the County has a large economic impact with the scope and volume of its purchases and in order to stimulate the above efforts, the County shall adopt such policies and procedures as required to affect the greatest application of these principles such as:

1. All purchasing shall strongly encourage the use of recycled materials in the products to be purchased by the County. In certain cases, the amount of recycled materials may be included in the definition of response and responsible as a factor for award provided it is included in the technical specifications of procurement.
2. All purchasing shall strongly encourage all organizations doing business with the County to reduce their packaging materials, encourage them to use recycled materials in their packaging, or to reuse their packaging materials. The amount and type of packaging materials and its effect upon the waste streams shall be taken into consideration when making awards.
3. All purchasing of energy consuming products shall also take into consideration the amount and types of energy to be used, the potential pollution effects, and alternative energy sources during specification development. In certain cases, the above may be included in the definition of response and responsible as a factor for award provided it is included in the technical specifications of procurement in addition to price, quality, and total cost of ownership.
4. All purchasing and contracts for food and or beverage services, including but not limited to contracts for the Ocean Center, the Daytona Beach International Airport, and the Corrections facilities, shall require waste reduction and recycling programs to be implemented by the contractor.

This policy shall be effective immediately and shall continue until rescinded. It may be

amended as required. [Adopted by the Volusia County Council, 18 November 1993].

## **EMPLOYEE COMPUTER BUY BACK PROGRAM**

The Volusia County employee computer buyback program is designed to support the county's goal of extending the life of PCs and reducing the amount of electronic waste being sent to the landfills. It is also intended to provide Volusia County employees with an opportunity to obtain a recycled computer for a reasonable price.

### **A. Who is eligible for this program?**

The buyback program is a voluntary program open to eligible county employees that meet all the county established criteria.

- Member of a department participating in the county's PC replacement program.
- Regular full or part-time employee who has completed their initial probation.
- Seasonal/temporary/intermittent employees are **not** eligible.

### **B. What computers are eligible for this program?**

End-of-life computers that were purchased by the County of Volusia through the PC replacement program. The eligible systems will be a minimum of four years old but still in working condition. Some computers may be retained by Departments/Divisions to use for other projects or purposes, and this will take precedence over the employee buyback program. Some systems, due to a not working condition, will not be available for resale. These will be sent to a disposal facility.

### **C. When can you purchase a computer?**

County computers are replaced with multiple orders each year. As each order of new PCs is distributed, the County will offer the old PCs for sale through the employee buyback program. An announcement will be made on ENN of what is available. The employee will have the first right of refusal to purchase their current computer if it is being replaced. The remaining PCs will be sold on a first-come, first-served basis. You are eligible to purchase more than one PC, if still available, after an initial round of sales. You cannot reserve EBB PCs ahead of the next replacement order.

### **D. How do I request a computer for purchase?**

A link will be provided on ENN to the new ServicePro Web Portal. You can submit a Purchase Request for available EBB computers. This will be routed to County IT to be verified and processed. You will receive a verification if a computer meeting your request is available or a possible alternative if not.

### **E. What will a computer cost?**

The cost of the computer will be provided at the time the computer is made available for purchase. This cost will be listed on ENN along with the specifications of the computer. The cost is based on 6% of the original configuration price of the system to include monitors, keyboards, and mice. Laptops will also include the docking station if one was originally ordered in the configuration.

**F. What software does the computer come with?**

Due to security and software licensing requirements, County IT will erase all software and data from the hard drives of any computer being offered for sale. The computer will be reloaded with the operating system software licensed to the machine. No other software or data will be provided as part of your purchase.

**G. When and where do I pick up my purchased computer?**

A member of County IT will contact you once the purchase request is complete and provide a final price and invoice along with a pickup date and time. You will be picking up your purchased computer at the Desktop Support Office located at 203 W. Rich Ave. Deland, FL 32720.

**H. How do I pay for my computer purchase?**

Bring the invoice you received from IT to the Treasury and Billing counter in the TCK building for payment. Be sure to take your paid invoice with you to pickup your computer at 203 W. Rich Ave. Deland, FL 32720.

**I. What if my computer does not work?**

County IT will ensure all buyback computers are working properly prior to employee pickup. Since all items are offered for sale by the County on an “as-is” basis with no warranty or guarantee, it is your responsibility to turn on the computer and ensure all components are working at the time of pickup. All sales are final, and there are no returns, repairs, or maintenance after pickup

**OPEN RECORDS**

The County is governed by the Florida Open Records Laws, Chapter 119 of the Florida Statutes. Certain proprietary and financial information from vendors may be excluded under very strict circumstances. All memos and internal correspondence concerning any purchasing matter are open for public inspection.

**AUTOMATION OF THE PURCHASING PROCESS**

The Purchasing and Contracts Division consistently strives to automate as many functions as possible to provide timely, effective, and efficient service to our customers. This means that there will frequently be changes to how the County does business. The County Finance division currently utilizes the CGI financial system which integrates budget, purchasing, and accounting. Purchasing and Contracts Division’s INTERNET and INTRANET sites are continually being expanded. Volusia County utilizes an e-procurement platform for notification of bidding opportunities. In addition, all responses must be submitted and received as directed in the procurement documents.

**Electronic Signatures** – In accordance with Florida Statute Ch 668 electronic signature may be used to sign a writing and shall have the same force and effect as a written signature. The County has procedures in place in regarding signatures of contracts in electronic format.

**E-Procurement** - The County has transitioned to E-procurement platform, which is a completely free service for all respondents. Solicitations are only being released and received electronically through this platform. Paper bid responses are not accepted. By using e-procurement, prospective bidders will be provided with all information regarding a solicitation including questions/answers and changes to the project requirements.

## **UNAUTHORIZED PURCHASES**

An **UNAUTHORIZED PURCHASE** is any purchase, order, or contract that is made by any County employee or official outside of the purview of the Volusia County Purchasing Ordinance, **and/or** the Purchasing Policy & Procedures.

### **Section 2-277 Unauthorized Purchases, Volusia County Code**

Except as provided in this division, it shall be unlawful for any County officer or employee to order the purchase of any materials, supplies, equipment or professional or contractual services or to make any contract within the purview of this division other than through the Director of Purchasing and Contracts. Any Purchase Order or Contract made contrary to the provisions of this division shall not be approved, and the County shall not be bound thereby.

The Director of Purchasing and Contracts is the sole contracting agent for the County of Volusia, Florida. The County Council Chairperson, the County Manager, or the Director of Purchasing and Contracts are the only persons authorized to execute contracts for the purchasing of commodities, professional and contractual services, or the sale of property, without express action by the County Council. This policy does not apply to the purchase or sale of real property.

All commodities, professional and contractual services shall be purchased through the County's Purchasing System. Purchases, orders, or contracts that are subdivided to circumvent the Purchasing System, shall be considered **Unauthorized Purchases**.

Violation of the Purchasing Ordinance or Policies and Procedures may be grounds for disciplinary actions as well as Penalties. (Section 1-7 General Penalty, Volusia County Code.)

## **DEFINITIONS**

For the purposes of this Procedures Manual, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the content, present tense includes the future, plural includes singular, masculine includes feminine and vice versa.

**Advertisement** - A formal announcement of a solicitation, usually placed in a newspaper or on the Internet.

**After the Fact Purchase** – See unauthorized purchases, After the Fact (ATF) justification is required for any purchase orders entered after the receipt and invoicing of goods and services. The Division Director must sign and approve any ATF and forward to the Director of Purchasing for approval. Those After the Facts that exceed the threshold of the Division Director shall require approval of the Department Director.

**CGI** - The financial system utilized by the Purchasing and Contracts division for all purchasing requests.

**Appropriateness** - The purchase should clearly serve a County function.

**Bid** - Any offer specifically given to the County in response to an Invitation to Bid.

**Bond** - A binding agreement and/or sum of money of financial collateral put up for security to guarantee the performance by a contractor of certain duties and obligations. A Bid Bond guarantees the bidder/proposer will enter into a contractual relationship with the County within a specified time after award of a contract. A Performance Bond guarantees the contractor will faithfully and timely complete the contract. A Payment or Materials Bond guarantees the contractor will pay all subcontractors and material suppliers. A Fidelity Bond guarantees repayment or replacement due to dishonesty or negligence destroyed by a contractor's employees or agent.

**Business** - Any corporation, partnership, individual, sole proprietorship, joint venture, joint stock company, or any other legal entity engaged in the commercial provision of commodities, services or labor.

**Commodity** - Various supplies, goods, merchandise, equipment and other personal property.

**Construction** - The process of building, altering, repairing, improving, or demolishing any structure or building, or other improvements including roadways, utilities, and facility site work.

**Construction Manager at Risk (CMAR or CMGC)** - A construction project delivery method in which the owner enters into separate contracts with the designer and builder, often at or about the same time. During design, the CMAR/CMGC advises the owner and designer on constructability, value engineering, cost estimating, schedule, sequencing, selection of components and materials, and other matters. When the design is completed, the CMAR/CMGC becomes the "builder," or general contractor, responsible or "at risk" for completing construction within the guaranteed maximum price (GMP).

**Consultant** - Independent contractors who are considered to have education, specialized knowledge, experience or abilities not generally available within County government. This includes but is not limited to: accountants, actuarial, appraisers, architects, artists, auditors, counselors, designers, economists, educators, engineers, financial analysts, lobbyists, management and systems analysts, medical practitioners, planners, promoters, researchers, scientists, sociologists, surveyors, trainers, and other professionals as designated.

**Contract** - Any type of County agreement, regardless of what it may be called, for the purchasing, lease, or sale of commodities, services, or real property, or the disposal of assets.

**Contract / Real Estate Related** – An agreement to obtain the professional services of attorneys (to include paralegals and expert witnesses including appraisers) for the acquisition by purchase or lease/rent of real estate or the lease or rental of property for use by the County.

**Contract / Technical/Consulting Services** – An agreement to obtain the professional services of architects, engineers, land surveyors, artists, construction contractors, construction managers, maintenance contractors and any other technically related service providers.

**Contractor** - Any business that contracts to perform work or services or provides commodities to the County.

**County** - The County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

**County Council** - The legislative body of the County of Volusia, Florida.

**County Manager** - The Chief Executive Officer of the County of Volusia, or designee.

**Design-Build Services** - A design-build project combines the design and construction of a public construction project via a single contract to be performed by a team comprised of a Consultant and a General Contractor.

**Director of Purchasing and Contracts** - The Director of Purchasing and Contracts of the County of Volusia, or designee.

**Disadvantaged Business Enterprise (DBE)** - Disadvantaged business enterprises are for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis.

**Dollar Value** – The maximum amount for a purchase that is authorized to be made by the designated county officials.

**Emergency** - Any condition that may affect the health, safety, and welfare of the citizens of Volusia County, or one that stops or seriously impairs a necessary function of County government.

**Evaluation committee** - A committee that has been established and approved by the County Manager to review proposal for specific products or services submitted and make a recommendation to the County Council for award.

**Fixed Asset** - Any commodity that has a useful life of more than one year and a unit cost of one thousand dollars (\$1,000.00) or more.

**F.O.B (Free On Board)** - A legal term that determines where title passes from seller to buyer and who usually pays freight costs.

**Formal Solicitation** - A Solicitation (see definition below) that requires Council approval.

**Grant** - A contribution, gift, or subsidy made for specific purposes, frequently made conditional upon specific performance by the grantee.

**GSA (General Services Administration)** - A Federal government department that is responsible for the purchasing of most of the Federal Government Agencies.

**Invitation to Bid (ITB)** - A procurement method used to solicit competitive sealed bid responses, sometimes called a formal bid, when basis for award is lowest responsive and responsive bidder.

**Irregularity** - Any change or omission in an offer or Contract that does not have an adverse effect on the County's best interests, and does not affect the outcome of the source selection process by giving an offeror an advantage or benefit not enjoyed by any other offeror, and not inconsistent with applicable laws.

**Local Offeror** - Any business having an active, valid Business Tax Receipt (BTR) in the following Counties, per the Local Preference Ordinance: Volusia, Flagler, Orange, Osceola, and Seminole.

**Master Agreement** - A nonexclusive, indefinite quantity agreement. It is a tool to facilitate purchases when the exact quantity of a required commodity or service is unknown or may vary depending upon the using Department/Division's requirements. It may also be called a Price Schedule contract, Requirements contract, or Term contract

**Minority Business Enterprise (MBE)** - See DBE

**Modification:** Any written modification to a Contract.

**MRO** - Maintenance, Repair, Operations supplies. Supplies used in daily operations.

**Offer** - Any bid, proposal or quotation made to the County.

**Piggyback** - Buying a product or service in accordance with a contract awarded by another political Department/Division.

**Professional Services** - Technical, and/or unique functions performed by independent contractors whose business is the rendering of such services. This includes accountants, appraisers, attorneys, auditors, medicine and the medical arts, architects, engineers, surveyors, management and systems consultants, research, the arts and other professionals as designated by the Director of Purchasing and Contracts.

**Proposal** - Any offer specifically given to the County in response to a Request for Negotiation, Request for Statement of Qualifications, or a Request for Proposals.

**Purchasing/Procurement** - Includes purchasing, buying, renting, leasing, bartering, or otherwise acquiring any commodity or service or construction. It also includes all functions that pertain to obtaining any commodity or service or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration, and disposal of surplus.

**Purchasing Card** - The Visa or Master Card card issued by the County for small non-recurring purchases. It may mean either a purchasing only card or a travel only card depending on context.

**Pyramiding** - Is defined as subdividing an order to circumvent the Purchasing Ordinance, Policies and Procedures. **This is a prohibited activity.**

**Quote, Quotation** - A statement of price, terms of sale, and description of commodities or services

offered by a seller to a prospective buyer (County).

**Recurring Purchase** - Making two or more purchases/charges when the user has reason to believe additional purchases/charges would be incurred by the County within the next twelve months.

**Respondent** - A business that responds to a solicitation.

**Responsible** - Having the capability in all respects to fully perform the Contract requirements and the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and having a record of timely and acceptable past performance that will assure good faith performance,

**Responsive** - Substantially conforming with all material respects to the requirements and criteria set forth in the invitation.

**Request For Proposal (RFP)** - A solicitation to provide a proposal (offer) to the County. It is usually awarded on basis other than just price.

**Request for Statements of Qualifications (RSQ)** - An invitation process used to select a contractor based upon the apparent qualifications submitted by the respondent.

**Evaluation committee** - A committee that has been established and approved by the County Manager to review proposal for specific products or services submitted and make a recommendation to the County Council for award.

**Service** - The furnishing of labor, time, or effort by a contractor. This includes all construction.

**Single Source** - A commodity can be purchased from multiple sources, but in order to meet certain functional or performance requirements (repair parts, matching existing equipment or materials), there is only one economically feasible source for the purchase.

**Sole Source** - The commodity can be legally purchased from only one source.

**Solicitation** - Includes all documents, regardless of the media, whether attached or incorporated by reference, used for inviting offers.

**Specification** - Any description of the physical or functional characteristics, or of the nature of the supply or service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

**Statement of Work (SOW)** - The requirements that the offeror must complete for a contract. The requirements component of a Request for Negotiation, Request for Statement of Qualifications, or a Request for Proposal.

**Supplies** - All property, including but not limited to: equipment, materials, insurance, and leases of real property, excluding land or a permanent interest in land.

**Surplus Property** - Any tangible personal property or real property in excess of the needs of the County and not required for its foreseeable need.

**Task Assignment** - A specific job tied to a larger contract with established terms and conditions.

**Technical Advisory Committee (TEAC)** - Any committee appointed by the Director of Purchasing and Contracts to establish and/or review specifications or statements of work for any procurement project.

**Unauthorized Purchase** - Any purchase, order, or Contract that is made by any County employee or official outside of the purview of the Volusia County Purchasing Ordinance, and/or the Purchasing Policy & Procedures.

**Unsolicited Offer** - Any offer other than one submitted in response to an Invitation.

**Using Department/Division** - Any Department, Division, Commission, Board, Committee, Authority, or other unit in the County government that procures commodities, construction, or services.

**Vendor** - Any business firm that will be or has been awarded a contract by the County.

**Vendor List** - A computerized data base of businesses with whom the County has done business in the past and a list of firms who have expressed interest in submitting quotes and bids to the County. This is currently located in our Vendor Self Service system (VSS).

**Women-Owned Business Enterprise (WBE)** - See **DBE**

## **APPENDICES**

APPENDIX A Procurement for Declared Emergencies Seeking Reimbursement Checklist

APPENDIX B Grant Procurement Checklist