



Monroe County Purchasing Policy

(As Revised 9/16/2015)

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MISSION STATEMENT

Purchasing Section Monroe County Administrative Services

Our mission is to provide quality purchasing and contracting support to all county departments in a timely, cost effective and professional manner. As purchasing professionals:

- *We follow a strict Code of Ethics, avoiding the appearance of and preventing the opportunity for favoritism.*
- *We seek to maximize the purchasing power of the public funds, while promoting fair and open competition.*
- *We strive to create a work environment that demonstrates teamwork, respect, integrity and honest communication.*

CHAPTER 1. INTRODUCTION

The purpose of the County's Purchasing Policy (Policy) is to secure economy in the construction of County public works and in the expenditure of County funds for services, materials, supplies, and equipment. The Policy is intended to promote actual, honest and effective competition and protect the taxpayers from collusive contracts, favoritism, fraud, extravagance, and improvidence. The policies and procedures outlined herein are governed by Florida Statutes and Monroe County Ordinances, most of which are codified in the Monroe County Code (MCC), most recently in effect.

CHAPTER 2. AUTHORITY & DUTIES

A. *Board of County Commissioners*

The Procurement Policy Office consists of the Monroe County Board of County Commissioners which is hereinafter referred to as the BOCC.

1. The BOCC shall decide all matters of policy including those referred to it by the Chief Procurement Officer.
2. No contract for goods or services may be awarded without the approval of the BOCC, unless authorized by MCC or this Policy.

B. *County Administrator*

1. The County Administrator is the Chief Procurement Officer and shall have the authority and responsibility to adopt administrative instructions for the procurement of supplies, services, and construction in accordance with policy adopted by the BOCC. The purpose of such administrative instruction shall be to clarify or refine the provisions of the County code on purchasing and/or the Purchasing Policies and Procedures. In the event of any inconsistencies, the County Code provisions shall prevail over Policies and Procedures, the Policies and Procedures shall prevail over Administrative Instructions.

2. The County Administrator has contract approval authority as set forth in Monroe County Code Section 2-58.

C. *Office of Management and Budget*

1. There is a Purchasing Section within the Department of Management and Budget. The Director of Management and Budget shall head the Purchasing Section and in such capacity be additionally referred to as the Purchasing Director.
2. The Purchasing Director, with the approval of the County Administrator, may originate or modify a Monroe County Administrative Instruction that delineates specific procedures for governing the procurement process as defined by County Ordinance and this Policy.
3. The duties of the Purchasing Section are as follows:
 - (a) Assures that supplies used by various departments will be uniform whenever consistent with operational goals and in the interest of efficiency or economy. The Requesting Department must justify in writing the need for a special type of item.
 - (b) Makes alternative suggestions to the Requesting Department if requested specifications would restrict competition or otherwise preclude the most economical purchase of the required items. In case of disagreement as to the content of the specifications, the County Administrator shall make the final determination.
 - (c) Seeks purchases through State, Federal Agencies, Associations or other governmental agencies if the Requesting Department makes a request for same and such purchases may be in the best interest of the County.
 - (d) Reviews all request for purchases of goods and services. Upon review and receipt of a request to purchase from the Requesting Department, the purchasing section will issue the purchase order including the request for purchase if the purchase is for \$1,000.01 or more or is approved by the BOCC. In the event of an irregularity or departure from Policy, the purchase order will be referred to the Purchasing Director or County Administrator.
 - (e) The Purchasing Section will post procurement opportunities on DemandStar. In the event a department maintains a list of potential bidders/proposers (with email address) that list should be provided to the purchasing section for upload to DemandStar.
 - (f) Checks convicted/suspended vendor list prior to issuance of a bid tabulation.
 - (g) Tabulates the responses to RFBs and submit the tabulation to the Requesting Department for determination of the low bidder. When one or more bidders propose an alternative as “an equal” to that specified in the competitive solicitation, whether the proposed substitution is, in fact, an equal is to be

determined by the Requesting Department. All other competitive solicitations responses received will be listed and submitted to the Requesting Department.

- (h) Reviews all requests for contracts for goods and services prior to submission to the BOCC for review and execution.
- (i) Issues purchase orders in response to request to purchase unless the item is below \$1,000.01 dollar value or the purchase has been made through a competitive solicitation which has been approved by the BOCC.

D. Requesting Department

1. Must submit an electronic “Request to Purchase” to the Purchasing Section for all purchases of goods and services that exceed \$1,000.
2. Provides adequate description of needed items so the Purchasing Section can assist in preparing specifications to procure the desired items and/or services.
3. Provides written justification for a special type of item and/or “Sole Source” vendor for which only the BOCC, County Administrator or Director of Purchasing may approve at the appropriate level of purchasing authority. The Purchasing Section must in all cases evaluate the request for any such commodity, service or source.
4. Ensures that internal controls are present within the department that include, at a minimum, that there are a minimum of two people involved in the initiation of the Request to Purchase through the verification of receipt of goods or services with a person other than the one who orders the item verifying receipt by signing the invoice, bill of lading or other similar document. For goods that are purchased in any individual purchase order for which the total dollar amount equals or exceeds \$2,500, internal controls should be increased either through additional employees involved in the process and/or through documentation of the receipt and application of the goods.
5. Secures P.O.’s on all purchases made during an emergency and must ensure that P.O.’s are signed by the required authority. Provides the E.O.C. with a list of P.O. numbers to be utilized in the event that the normal County operations are closed.
6. The Requesting Department or the vendor must complete a “Vendor File Request Form (attached hereto as Attachment D.5.)” and “W-9” or “W-8” for foreign corporations) if such documentation is not already maintained in the finance system. The Requesting Department is responsible for verifying that new vendor(s) are set up correctly in the finance system and must verify that the vendor information is correct in the finance system. Whenever there is a change of the vendor name, a new “Vendor File request form” must be submitted along with the new “W-9” to Finance and a new vendor number must be obtained. In both cases, a copy of the W-9 and a print screen of the vendor file from the finance system along with the newly obtained W-9 must also be submitted by the Requesting Department to the Purchasing Department. NOTE: Internal Revenue Service regulations require that the vendor name (payee) on the check must exactly

match the name shown on the invoice; contract (if there is a contract); audit slip; W-9; and Vendor File request form.

E. Delegation of Authority

Subject to the limitations of these policies and any additional procedures imposed, the County Administrator or the Purchasing Director may delegate authority when and where such action is deemed necessary.

F. Purchasing Authority

Purchasing Authority is defined as signature verification of original invoicing for receipt of the ordered goods or services for payment by Purchase Order, Audit Slip, or other fiscal documents.

- In order to ensure proper fiscal control, purchasing authority shall be limited to the County Administrator, Assistant County Administrators, Purchasing Director, and Department Directors, unless a designee is approved and authorized by the County Administrator, Assistant County Administrators or Purchasing Director. The County Administrator, Assistant County Administrators and Purchasing Director shall have authority to sign requests to purchase up to \$49,999.99. Department Directors shall sign off on all purchase orders and shall have authority to sign purchase orders up to \$19,999.99 without the Administrator or Assistant Administrators signatures.

PURCHASING LEVELS FOR TOTAL DOLLAR AMOUNT	WHAT TO DO?	PURCHASING AUTHORITY (WHO APPROVES/PAYS)
\$.01 - \$1,000.00	Purchase Order not required	Department Director or their designees
\$1,000.01 - \$5,000.00	Requires electronic Request to Purchase form to Purchasing.	Department Director or designees
\$5,000.01 - \$10,000.00	Request to Purchase form along with two (2) or more written price quotes as documented by Requesting Departments.	Department Director or designee
\$10,000.01 - \$19,999.99	Request to Purchase form along with two (2) or more written price quotes as documented by Requesting Departments.	Department Director
\$20,000.00 - \$49,999.99	Request to Purchase form along with two (2) or more written price quotes. Requesting Department will solicit bids in conjunction with the Purchasing Department.	County Administrator, Assistant County Administrator or Purchasing Director
\$50,000.00 AND OVER	Competitive Bid process BOCC prior approval required. Governed by County ordinance, as supplemented by the Purchasing Policies and Procedures Manual.	BOCC

2. If the County Administrator or Purchasing Director determines such to be in the County's best interests, the requirements for two or more written quotes or competitive solicitation may be required for purchasing goods or services at a lower level of procurement requirements than shown in the chart.
3. A contract may not be split into multiple contracts for services, goods or public improvement for the purposes of evading the requirements of this section. Where a procurement of services, goods or public improvement are cyclical in nature or have to be procured in phases, the Requesting Department shall, to the maximum extent practicable, contract for the full scope of the service, good or public improvement based on an estimate of the full scope of service, good or public improvement anticipated to be required at the time of bidding. For purposes of this section when consecutive multiple contracts for services, goods or public improvement are issued because the full scope of the service, good or public improvement are unknown or cannot be determined or is a function of the funding source (e.g. grant funding is only available for a portion and further grant funding is unknown) or as a result of other agency requirements (e.g. sewer connection notices), such contracts shall not be considered as split and each contract shall stand alone for purposes of purchasing level classification.
4. The following purchase thresholds shall be applied to all purchases based on the cumulative value of the purchase regardless of whether the purchase is a one-time, one event, purchase or a recurring, multiple event purchase which may exceed a 12 month period.
5. The actual amount of the invoice, bill of lading or similar document shall not exceed the purchase order amount by more than 20%.

G. Signature Authority for Agreements

Signature Authority is defined as authority to execute agreements/contracts or leases where the cumulative total value per fiscal year is less than \$50,000.00. The Board hereby approves, authorizes, and delegates to the County Administrator (or his designee) threshold approval signature authority to execute contracts/ agreements or leases as set forth herein. Only the BOCC has the authority to approve and enter into multi-year agreements and to obligate funds based on budget appropriation approval, except that the County Administrator has the authority to execute multi-year agreements only when the total cumulative contract amount is less than \$50,000.00. If the County Administrator authorizes a person to act as a designee, such person shall comply with Section 112.3145, Florida Statutes and the financial disclosure requirements set forth therein.

The County Administrator (or his designee) is responsible for assuring the following: An understanding of what is being approved; the information and supporting documentation is accurate and complete; the transaction is allowable, reasonable and justified; the transaction is charged to the correct project(s); there are adequate funds to cover the expense; and the funding source is appropriate for the expenditure. The Requesting Department shall provide a completed *Contract Summary Form for contracts less than \$50,000.00 (See Attachment D.6.)* to the County

Administrator along with the contract/agreement or lease to be considered for execution by the County Administrator.

All contracts/agreements or leases will be in a form approved by the County Attorney's Office **prior** to execution. The County Attorney may require approval or ratification of an agreement by the BOCC.

All executed agreements/contracts or leases must be furnished to the Clerk for record keeping and retention purposes.

Contract amendments/contract extensions: Contract amendments which provide for the alteration of specifications, extensions of delivery dates and performance time or similar provisions of a contract without changing the scope of the project, may be approved by the County Administrator (or his designee) if the value of the amendment is less than \$50,000.00.

Contract Extensions: The County Administrator (or his designee) shall have the authority to execute extension(s) that do not exceed six months (cumulatively) of previously approved contracts. If the extension is for more than six (6) months then the extension must be approved by the BOCC.

Contract Renewal: The County Administrator (or his designee) shall have the authority to execute renewals of contracts for commodities and/or services subject to the following conditions:

1. The contractor has performed in a satisfactory manner and that the contract manager has received a request to renew from the contractor and that the contract manager has verified satisfactory performance.
2. The BOCC approved agreement provided for a renewal subject to the terms and conditions set forth in the initial contract. Cost and term modifications must be addressed in the original solicitation document and/or resulting contract.
3. The renewal is done for a set period of time identified in the solicitation and/or contract, commencing at the end of the initial term of the contract.

The Contract Manager of the Requesting Department shall provide a completed *Contract Renewal Form for contracts less than \$50,000.00 (See Attachment D.7.)* in addition to the *County Summary Form for contracts less than \$50,000.00* to the County Administrator along with the renewal agreement to be considered for execution by the County Administrator.

Renewals that fail to meet one or more of the conditions set forth herein will require the approval of the BOCC.

Consent to Assignments; Interlocal Agreements (ILA) or Memorandum of Understandings (MOU): The BOCC shall approve all assignments of contract(s), and ILAs or MOUs with a Public Agency as defined in F.S. 163.01.

H. Local Preference

It is the policy of Monroe County to provide a local preference in competitive bidding and in obtaining price quotes when required by this Policy. The intent and justification for providing a local preference is set forth in Section 2-349 of the Monroe County Code. A local business, as defined in Section 2-349, may be given a preference of five percent (5%) in obtaining price quotes when pricing is the major consideration and when price quotes are required by this Policy.

I. Non-discrimination

It is the policy of Monroe County to provide equal opportunity to all qualified persons in gaining entry to do business with the County. To help achieve an optimum level of competitiveness, Monroe County does not discriminate on the basis of race, color, sex, national origin, religion, age or disability in its purchase of goods and services.

CHAPTER 3. COMPETITIVE SOLICITATION PROCESS

Any purchase or contract estimated to cost \$50,000.00 or greater shall be awarded by competitive solicitation, unless the purchase or contract is for goods and services as set forth in Monroe County Code Section 2-347(e)(2), (e)(3) and (e)(5) and is otherwise authorized by the BOCC and in compliance with the requirements of this Policy. For step-by-step procedures concerning the Competitive Solicitation Process, please refer to *Monroe County Administrative Instruction # 4802, Competitive Solicitation Process*.

A. Notice Inviting Competitive Solicitations

1. **Specifications:** The Requesting Department must prepare competitive solicitation specifications, along with a *Memorandum of Request for Competitive Solicitations* (see *Attachment A*. or *Administrative Instruction #4802, Competitive Solicitation Process*), and deliver simultaneously to the County Attorney's office to obtain prior legal review/approval prior to submission to the Purchasing Office. Competitive Solicitation specifications should be written broadly enough to encourage a broad range of responses. Competitive solicitation specifications should not be written to steer prospective responders toward the competitive solicitation or "rig" the competitive solicitation for any one particular vendor. It is the responsibility of the Requesting Department to obtain the approved competitive solicitation from the reviewing attorney (either physically or electronically).

2. **Advertisement:** Following legal approval by the reviewing attorney, the County Attorney's Office will obtain an assigned opening date from Purchasing. The County Attorney's Office will prepare and transmit the Notice inviting competitive solicitation for publication one time in the Key West Citizen, as the local newspaper qualifying under Florida Statutes Chapter 50.031, and, per BOCC direction, one time in the Middle and Upper Keys area newspapers (Keynoter and Reporter). The Notice of competitive solicitation shall also be posted to the County's website. Sample *Notice of Request for Competitive Solicitation* is attached as *Attachment B.*, or see Administrative Instruction #4802, *Competitive Solicitation Process*.

Following transmittal of the Notice to the newspapers by the County Attorney's Office requesting publication, the County Attorney's Office will return the executed original Memorandum to the Requesting Department. It is the responsibility of the Requesting Department to send: 1) the executed original *Memorandum of Request for Competitive Solicitations* 2) a CD containing a copy of the final approved competitive solicitation (in .pdf format) and the Notice (as it will publish and in Word format), and 3) one (1) paper copy of the approved competitive solicitation and the Notice, to the Purchasing Office in time for the competitive solicitation to be uploaded to Demandstar prior to first publication of the Notice in the newspapers.

The notice shall also be publicly posted by the Purchasing Office in a consistent public location at least twenty-one (21) days preceding the last day established for the receipt of competitive solicitations. The Purchasing Office will be responsible for ensuring all competitive solicitation documents are sent to Onvia by DemandStar for distribution.

The competitive solicitation notices shall comply with any applicable statutes and the following shall also apply:

- a) The competitive solicitations for services, goods or public works that are projected to cost \$100,000.00 or more must be publicly advertised in a newspaper of general circulation in the county, on a date that is no later than 21 days (excluding the publication date) before the date established for the competitive solicitation opening and that is no later than five days before any pre-bid conference or pre-proposal conference.
- b) The competitive solicitations for services, goods or public works, that are projected to cost more than \$100,000 but less than \$500,000 must be publicly advertised in a newspaper of general circulation in the county, on a date that is no less than 30 days (excluding the publication date) before the date established for the competitive solicitation opening and that is no later than five (5) days before any pre-bid or pre-proposal conference.
- c) The competitive solicitations for services, goods or public works that are projected to cost \$500,000.00 or more must be publicly advertised in a newspaper of general circulation in the County, on a date that is no later than 45 days (excluding the publication date) before the date established for the for the competitive solicitation opening.

In addition, Notice shall also be publicly posted by the Purchasing Office in a consistent public location for the same time periods shown above.

3. **Scope of Notice:** The public notice required herein shall include a general description of the articles to be purchased or sold, shall state where competitive solicitation instructions and specifications may be secured, and the time and place for opening competitive solicitations. Sample *Notice of Request for Competitive Solicitation* is attached as Attachment B or see Administrative Instruction #4802, *Competitive Solicitation Process*.
4. All competitive solicitations received must remain valid for a minimum period of ninety (90) days from the competitive solicitation opening.

5. **Bid Security Deposit:**

Construction Projects.

Each bid to a competitive solicitation for a construction project estimated to be \$200,000.00 or more must be accompanied by a good faith bid security in an amount equal to five percent (5%) of the bid price, by way of a bid bond from a surety insurer authorized to do business in Florida as a surety or any method permitted in Section 255.051, Florida Statutes and as amended, pursuant to Monroe County Code Section 2-347(i). If the security is in the form of a check or draft, it shall be made payable to Monroe County BOCC. The County Administrator or his designee shall have discretion to require a good faith bid security for construction projects estimated to be less than \$200,000.00. A construction project may not be divided into subparts to avoid the requirement of the bid security.

Water System or Sewer Improvements.

Each bid to a competitive solicitation for construction of water system improvements or sewer improvements shall comply with sections 153.10(3) and (4), Florida Statutes and as amended.

Bid Security Forfeiture and Return.

Bid securities may remain in the custody of the County OMB for up to 90 days from the bid opening date or until forfeited or released. The bid security of the successful bidder shall be returned to the bidder after (a) the bidder executes the contract (b) delivers a good and sufficient performance bond, payment bond and required proof of insurance as may be required in the contract documents and (c) commences performance of the contract. If after the BOCC accepts the bid to a competitive solicitation the successful bidder refuses or is unable to execute the contract, to provide the required contract bonds or proof of insurance, or commence performance, then the bid security will be forfeited to, and become the property of, the county as liquidated damages for the county's loss of bargain.

The bid security of unsuccessful bidders may be returned to the bidder when the award of bid is made and the successful bidder executes the contract, or if all bids have been rejected. Bid securities in the County's possession for more than 90 days from the bid opening date shall be returned to unsuccessful bidders in accordance with Monroe County Code Section 2-347(i).

Bidders may withdraw their bid and request, in writing, an earlier return of their bid security under the conditions set forth in Monroe County Code Section 2-347(i)(1); however, this action removes the bidder from further consideration should the lower bidders decline the award or withdraw their bids.

6. **Addenda:** *An addendum to a specification* shall be defined as an addition or change in the already prepared specifications for which an invitation has been mailed for formal quotations or an announcement has been posted for competitive solicitation.

- a) All Addenda must be approved by both legal and the Requesting Department prior to submission to the Purchasing for posting on Demandstar. An *Approval to Issue Addendum Form* (See *Attachment B.1.*, must be originally executed by the reviewing attorney and the Department Director of the Requesting Department. The executed *Approval to Issue Addendum Form* must be attached to the Addenda upon receipt by Purchasing for execution by the Purchasing Director or designee. The executed original *Approval to Issue Addendum Form* must be retained with the related competitive solicitation in Purchasing. The addendum shall clearly point out any addition or change to the specifications.

Addenda must be posted and available for viewing on Demandstar no later than five (5) business days prior to the advertised opening (not counting the day of the opening) and/or in compliance with any other applicable requirements unique to each competitive solicitation.

- b) The Purchasing Office shall be responsible for notifying all prospective responders who have received specifications of any issued addenda in writing five (5) calendar days prior to the competitive solicitation opening date (also see Administrative Instruction #4802, *Competitive Solicitation Process*). Specifications and addenda in the possession of the Purchasing Office are controlling.
- c) Each responder shall examine all competitive solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the competitive solicitation shall be made to the Requesting Department. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued, Monroe County will attempt to notify all prospective responders who have secured the same.

B. *Procedure for Competitive Solicitation*

1. All public notices calling for competitive solicitations bids, proposals, or replies will include a notification of the date, time and place that the responses will be accepted and opened. Any and all responses received after the time and date of acceptance will not be considered and will be (if so requested) returned (at the Responder's expense) unopened to the sender.
2. All sealed responses shall be opened at the Purchasing Office unless another location for doing so was designated in the applicable Public Notice. The Purchasing Office shall receive and retain all original and published competitive solicitations, notices, addenda and related competitive solicitation documentation pursuant to the Florida Department of State General Records Schedule GS1-SL for State and Local Government Agencies, applicable local and statutory regulations and any other regulations that may apply. All competitive solicitations shall remain valid for a minimum period of 90 days.
3. All Respondents submitting responses for construction, improvement, remodeling or repair of public buildings, will furnish evidence that they hold the required and/or appropriate current certificate or registration per Ch. 489.131 F.S. unless exempt under Ch. 489.103 F.S.
4. All openings shall be open to the public and the Purchasing Office shall certify and keep a record of said openings. All competitive solicitations shall be stamped with the date and time of receipt by the Purchasing Office and remain under lock.
5. A comprehensive review of the responses will be conducted by the Requesting Department in conjunction with the Purchasing Office. The Purchasing Office will prepare a tabulation of the competitive solicitation opening and certify whether or not any of the respondents that have submitted a response appears on the State of Florida Convicted or Suspended Vendor list. The Purchasing Office shall maintain an original set for the Purchasing Office file and the Requesting Department will receive the remaining documents.
6. The Requesting Department shall review the information submitted pursuant to MCC Section 2-347(h) in determining a responsible responder. The Department Director/Requesting Department may consult with the County Attorney or other departments to assist with the evaluation or investigation of this information.
 - a) The Requesting Department may use a selection committee appointed by the Department Director to review, analyze, evaluate and rank/rate the applicable solicitation responses received and report their findings to the BOCC for consideration and approval. In the event a selection committee is to be used, the solicitation shall so specify.

Selection committees shall be comprised of no less than three (3), and no more than seven (7), members.

Each selection committee shall have at least one member who is employed by the Requesting Department and at least one member who is not employed by the Requesting Department. Depending on the extent of technical information that may be contained in any solicitation, the Department Director may appoint several members from his department, but no more than 2/3 of the members may be from the same department. There shall be no consultants contracted by the County and no County Commissioners on a selection committee. Generally, no County Attorney shall be a voting member of a selection committee unless the County Attorney's office is the Requesting Department.

If the issue(s) involve any other government agency, the Department Director may appoint someone from an affected agency to be on the committee.

7. A BOCC meeting agenda item shall be prepared by the Requesting Department and attached to the recommended bid. A hard copy and electronic file of the agenda item summary sheet should be forwarded to the Purchasing Office to be retained in the competitive solicitation file.
8. Upon approval by the County Administrator, the response(s) will be submitted for BOCC consideration on a future regular meeting agenda (within sixty (60) calendar days of selection) for BOCC approval of an award. A copy of the agenda item seeking approval of an award shall be sent to the Purchasing Office via e-mail.
9. The County Administrator and/or appropriate Department Director will be responsible for presenting recommendations to the BOCC.
10. Once the BOCC has made a decision, the Requesting Department Director or the designated contract manager will be responsible for ensuring the accomplishment of that which was approved and issuing a P.O. for the full contract purchase amount.
11. When the BOCC directs staff to provide for oral presentations to be made on a competitive solicitation, all the procedures in F.S. 286.0113, F.S. 119.07(1) and Section 24(a), Art I. of the State Constitution shall control.

C. Tie Responses

In the event the same competitive solicitation amounts are received from two or more responders who are considered by the BOCC to be equally qualified and responsive or when two or more responders are equal in rank and score, and only one of the responders has a principal place of business in Monroe County, FL, the award shall be to the responder who has a principal place of business located in Monroe County, FL. Otherwise the tie will be resolved by draw from an opaque container.

D. Rejection of Responses

1. The BOCC shall have the authority to reject any and all responses to a competitive solicitation request.

2. If the lowest, responsible response exceeds the budgeted amount and the BOCC does not appropriate additional funds, the requesting authority may solicit approval from the BOCC to amend the project specifications and re-advertise the competitive solicitation.
3. If no response is received, the BOCC may be requested to authorize the County Administrator to undertake a different level of competitive selection, including but not limited to a request for letters of interest, and, upon receipt of any response to get approval from the BOCC to proceed with a second mechanism, which may include direct negotiations to purchase the item/service. The BOCC would then consider the results of said negotiations and determine whether acquisition of these goods or services at the negotiated price would be in the County's best interest, and if so, authorize the requisition.
4. Late responses. Any and all responses received after the time and date of acceptance will not be accepted.

E. Waiver of Irregularities

The BOCC shall have the authority to waive any and all irregularities in any and all formal bids, proposals or other responses to competitive solicitation requests.

F. Award of Contract

The Mayor, when authorized by majority vote of the BOCC, shall execute formal contracts valued at \$50,000.00 or more having a binding effect upon the County.

CHAPTER 4. PURCHASE OF PROFESSIONAL SERVICES

A. Definition

A professional service shall be defined as assistance obtained in support of County operations from an independent contractor in one or more of the following professional fields:

1. Appraisal Services - real and personal property appraisers (as per Chapter 125.355, F.S.).
2. Architecture, professional engineering, landscape architecture, or registered land surveying services (as per Chapter 287.055, F.S.).
3. Audit and Accounting Services - auditors and accountants (excepting the selection of the annual auditor which shall be conducted as per Chapter 11.45, F.S.).
4. Consultants - planning, management, technological or scientific advisors.
5. Financial Services - bond counsel, rating and underwriting, financial advisor, and investment services.

6. Legal Services - attorneys and legal professionals authorized by the Office of the County Attorney, including expert witnesses, conflict counsel, Division of Administrative Hearings (DOAH) services, lobbying services, interpreter services, court reporting services or advertising services and any other services required by the Office of the County Attorney.
7. Medical Services - medicine, psychiatry, dental, hospital, and other health professionals.

B. Methods of Acquisition

Because differences in price may only be a minor concern compared to qualitative considerations, professional services may be exempted by the BOCC from the competitive bidding process. When purchasing professional services below \$50,000.00, obtaining price quotes as set forth in Chapter 2 of this policy is strongly recommended, but are not required. The Requesting Department should document why price quotes are not provided. The County Administrator may require competitive solicitation in the form of an RFQ or RFP.

Professional services, subject to the competitive solicitation process, will be typically acquired through one of the following methods:

1. Competitive Selection and Negotiation - per Chapter 287.055, (4) & (5) F.S. Consultants Competitive Negotiations Act (“CCNA”).
2. Request for Qualifications (RFQ).
 - a) Responding firms are ranked based upon criteria set forth in the RFQ. If presentations are requested by the County they will be held in compliance with F.S. 286.0113.
 - b) The County will negotiate a contract with the firm selected by the BOCC as the highest ranked firm/individual.
 - c) The negotiated contract will be reviewed and placed before the BOCC for approval.

Requests for outside legal services will be referred to the County Administrator and the County Attorney for review and comment as to whether said services are necessary and/or appropriate. Requests for outside legal services may be exempted from formal competition by the BOCC at the request of the County Administrator or County Attorney.

CHAPTER 5 - DESIGN/BUILD CONTRACTS

A. Procedure

1. Procurements for the design and construction of public construction projects may be obtained through a single contract with a firm selected in a manner permitted under Chapter 287.055, F.S. and the procedures set forth in this section.

2. For the purpose of this section, the following definitions shall apply:
 - a) A “design/build firm” means a partnership, corporation, or other legal entity which is:
 - (1) Certified under Chapter 489.119, F.S., to engage in contracting through a certified or registered building contractor as the qualifying agent: and;
 - (2) Certified under Chapter 471.023, F.S., to practice or to offer to practice engineering; certified under Chapter 481.219 F.S., to practice or to offer to practice architecture; or certified under Chapter 481.319 F.S., to practice or to offer to practice landscape architecture.
 - b) A “design/build contract” means a single contract with a design build firm for the design and construction of a public construction project.
 - c) A “design criteria package” means concise performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information so as to permit design-build firms to prepare a bid or a response to a Department request for proposal, or to permit a Department to enter into negotiated design-build contract. The design criteria package shall specify such performance-based criteria for the public construction project, including, but not limited to, the legal description of the site, survey information concerning the site interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, and parking requirements, as may be applicable to the project.
 - d) A “design criteria professional” means a firm that holds a current certificate of registration under Chapter 481 F.S. to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under Section 471 F.S. to practice engineering and provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.
3. The design criteria package shall be prepared and sealed by a design criteria professional employed or retained by the BOCC. If the BOCC elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional shall be selected and contracted with in accordance with the requirements of Chapter 287.055 F.S. The design criteria services of a firm under continuing contract may also be utilized if the project construction costs are estimated not to exceed \$2 million and provisions for design criteria services are included within or added to such contracts. All solicitations for professional services to prepare a design criteria package(s) shall inform the recipient firms of the following information:
 - a) A description of the project;

- b) The work to be performed;
 - c) Written notification that the design criteria professional who has been selected to prepare the design criteria package shall not be eligible to render services under a design-build contract executed pursuant to the design criteria package.
4. Upon completion of the Design Criteria Package, procurements of Design/Build services shall be processed in a manner consistent with Chapter 3 Competitive Solicitation Process.
 5. The BOCC may appoint, direct and empower a technically qualified screening committee to review, analyze, evaluate and rank/rate the applicable Design/Build proposals and report their findings and recommendations back to the BOCC for consideration and contract award.
 6. The BOCC may declare a public emergency, where appropriate and authorize the using Department to negotiate an agreement for BOCC approval with the best-qualified design-build firm available at that time.
 7. In lieu of the design/build contractor selection procedure described above, the Department may use a process established by statute and authorized by the BOCC, however, for all design/build competitive selection documents the following shall apply:
 - a) Proposals must consist of a *technical proposal* and a *price proposal*. The two proposals must be segmented into separate sealed packages and clearly marked
 - (1) The *technical proposal* must include all the information requested in response to the scope of services described in the design criteria package.
 - (2) The *price proposal* must include one lump sum cost for all costs of the project as defined by the scope of services of the design criteria package.

CHAPTER 6 - CONTRACTS/AGREEMENTS

A. Contract Review

1. All contracts, leases and/or agreements of \$50,000.00 or more shall be reviewed by Risk Management, Purchasing/OMB, the appropriate Department Director, and the County Attorney's Office prior to being placed on the agenda for BOCC approval. A contract summary will be attached to each contract/agreement. All agenda item summaries and contract summaries accompanying agenda items shall be prepared by the Requesting Department.
2. The Department Director of an approved contract/agreement shall designate a Contract Manager who shall be responsible for enforcing performance of said contract/agreement terms and conditions.

B. Requirements

1. Per Fla. Statutes, Chapter 287.0582 all contracts which bind Monroe County for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year must have the following statement included in the contract. *“Monroe County’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC.”*
2. Public Entity Crime Statement. All requests for competitive solicitation and any contract document shall contain a statement which reads as follows (Section 287.133 F.S.): “A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”
3. Ethics Clause. Each contract/agreement entered into by the County shall contain in accordance with Section 5 (b) Monroe County Ordinance No. 010-1990 the following ethics clause; “(Person or business entity) warrants that he/it had not employed, retained or otherwise had act on his/its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of *Ordinance No. 020-1990*. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.”
4. Non-Collusion Statement: Each bid shall contain the appropriately worded non-collusion certification.
5. Drug Free Workplace: Each bid shall contain an executed “Drug Free Workplace” form.

C. CPI Computation

A multi-year contract/agreement amount agreed to herein *may* be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U), for the year ending December 31 of the previous year.

D. Exceptions

1. There are certain expenditures for which the processing of a purchase order is unnecessary. The following should be made without purchase orders, but audit slips must be attached to invoices before being sent to Clerk's Finance Department for payment:
 - a) Employee expenses such as conference expenses, hotel expenses, mileage and other reimbursable expenses in performance of day-to-day duties.
 - b) Interdepartmental charges - billings for specific office repairs, fuels from bulk storage, County vehicle maintenance or repairs, etc.
2. The Purchase of the following specific goods and or services requires a purchase order and in addition shall be regulated by the appropriate Administrative Instruction.
 - a) All radio communications service and equipment - including but not limited to two-way personnel and vehicle radios, beepers and etc. Monroe County Administrative Instruction #5511.
 - b) All telephone systems, lines, services, equipment and audit costs for same. Monroe County Administrative Instruction #4401.
 - c) All computers and or data communications hardware, software, product and services. Monroe County Administrative Instruction #4401.
 - d) Business cards are subject to Monroe County Administrative Instruction #4800.13.
 - e) All travel shall be approved and/or regulated by the Monroe County Administrative Instruction #4716.
 - f) All purchase of vehicles, rolling equipment or emergency generators (excluding fire trucks and ambulances) shall conform to Monroe County Administrative Instruction #6402.

E. Preference to Florida businesses (F.S. 287.084)

When required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive response is a vendor whose principal place of business is in the State of Florida, then the County may award a preference to the lowest responsible and responsive vendor having a principal place of business within the State of Florida. However, this section does not apply to transportation projects for which federal aid funds are available.

F. Preference to businesses with drug-free workplace programs (F.S. 287.087)

Whenever two or more responses that are equal with respect to price, quality, and service are received by the County for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

CHAPTER 7. EXCLUSIONS

A. Sole Source

Purchase of commodities and services from a single source may be exempted from formal competition under the following conditions:

1. All Sole Source purchases are subject to approval by either the BOCC, County Administrator, Assistant County Administrators or Purchasing Director in accordance with purchasing level authority. The Purchasing Office must in all cases evaluate the request for such commodity, service or source. The Purchasing Director shall be authorized, after initial sole source certification, to make additional purchases from a sole source vendor for not more than one year or until such time as contrary evidence is presented regarding sole source eligibility, whichever period is less.
2. There must be a documented determination from the Requesting Department or person that there is no other source readily available prior to the initiation of the sole source procurement.
 - a) The Requesting Department shall document the search conducted to ascertain that there is no other source available. The search shall include phone calls, e-mails, and letters to procurement offices or the Requesting Department's counterpart in other Florida counties as well as to entities listed in the County's vendor list and the phonebooks for Monroe County and Miami-Dade County in business classifications which might reasonably be expected to provide the goods or services desired. The documentation shall include a log of phone calls made and the emails and letters sent with a compilation of results from all phone calls, responding letters and other correspondence.
 - b) Where the procurement itself, due to the nature of the goods or services (i.e. in order to obtain conformity to existing contracted goods or services, in order to avoid the loss of warranty coverage, proprietary licensing, equipment capability, etc.), dictates sole source acquisition, the Requesting Department shall provide written justification as to the sole source nature of the procurement.
 - c) Upon approval from the BOCC, County Administrator, or Purchasing Director that the proposed provider is a sole source provider, the Requesting Department may proceed with the procurement process.

B. Emergency Purchases

The term “emergency” is as defined in Section 2-347(k)(1) of the Monroe County Code.

Purchase of commodities and services in the event of a public emergency may be obtained under the following conditions:

1. The public emergency for the requirements will not permit a delay resulting from competitive solicitation.
2. With respect to an emergency as defined in Section 2-347(k)(1)a.-c. of the Monroe County Code:
 - a) Where the value of the goods or services to be purchased is less than \$50,000.00, emergency purchases may be approved up to the spending levels outlined in Chapter 2 Section F, above without the need for obtaining competitive price quotes.
 - b) Where the value of the goods or services to be purchased equals or exceeds \$50,000.00, the purchase may be approved by the Mayor, or if the Mayor is not available then the Mayor Pro Tem, or if the Mayor and the Mayor Pro Tem are not available then County Commissioners in order of priority based on longest consecutive tenure on the Board of County Commission, but the purchase must be ratified after-the-fact by the Board of County Commissioners at the next practicable meeting of the BOCC.
3. With respect to an emergency as defined in Section 2-347(k)(1)d. of the Monroe County Code, the purchase may be approved up to the spending levels outlined in Chapter 2 of this Manual, including the requirement to obtain competitive price quotes, where necessary.
4. Where the purchase of goods or services requires a contract where the cumulative total value per fiscal year is \$50,000.00 or more, the contract must be ratified after-the-fact by the Board of County Commissioners at the next practicable meeting of the BOCC.
5. **Authorization During Normal Business Hours.** In the case of emergencies that require the immediate purchase of goods, equipment, or services, the County Administrator, Assistant County Administrator, Purchasing Director, Department Director, or a properly authorized designee shall be empowered to secure such goods or services without competitive selection. In this event, all measures reasonably possible under the circumstances shall be taken to assure the maximum cost benefit to the County of the goods or services procured.
6. **Authorization Outside of Normal Business Hours.** A Department Director, during non-business hours, is authorized to make purchases without competitive solicitation, when an emergency arises.

7. Documentation and Approval. Documentation for emergency purchases pertaining to the above shall be submitted to the Purchasing Office with a detailed explanation, and support material attached, if applicable, within ten (10) workdays after the event occurred. Emergency purchases below the competitive solicitation thresholds shall be approved by the County Administrator after-the-fact. All emergency purchases equal to or exceeding \$50,000.00 must be approved by the BOCC after-the-fact.
8. All emergency purchases are subject to approval by either the BOCC, County Administrator, Assistant County Administrator or Director of Purchasing at the authorized level of authority. Any waiver of competition in a specific instance shall not serve to waive competition of future purchases of a similar or exact nature.

Emergency purchases are to be used only when unforeseen circumstances occur. Poor planning does not constitute an emergency.

C. Cooperative Purchasing

1. **State and Federal Contracts.** Purchases equal to \$50,000.00 or more from vendors holding current “State” and Government Services Administration herein after (“GSA”) contracts are exempted from the competitive bidding process. However, before any purchase is made through an existing contract, the Requesting Department must first contact other South Florida vendors in order to determine if the goods or services sought are available at a lower price than the price(s) of the existing contract. If the goods or services are available from another vendor at a price lower than the price of the existing contract, then the contract for the goods or services must be awarded to that vendor. The purchase of the goods or services sought may be made through the existing contract if none of the other vendors contacted by the Requesting Department offered the goods or services at a price lower than the price of the existing contract. The Purchasing Director will review and verify the Requesting Department’s information or documentation.
2. **Other Public Procurement Units.** Requesting Departments are authorized to purchase goods and services from cooperative purchasing ventures run by other units of governments when the best interests of the County are served. All purchases made through this section shall be from contracts awarded through full and open competition, equivalent with the methods set forth in this policy, and shall be exempt from further competitive procurement process set forth in this policy. The Purchasing Department is also authorized to enter into joint ventures with other local governments in order to create purchasing cooperatives and promote efficient purchases.

D. Previously Approved Projects

Once the BOCC has approved a project, concept, and/or specific capital budget item, subsequent additional, redundant approval by the BOCC is specifically not required for advertisements, Requests for Qualifications (RFQ’s) or Request for Bids (RFB’s), Request for Proposals (RFP’s) or replies.. (BOCC action 5-26-93, Page 93/254 #1).

E. Piggybacking

The County has the option to “piggyback” on another governmental entities’ or not for profit association's competitively awarded bid to take advantage of the pricing received:

1. The Requesting Department in conjunction with the Purchasing Section must first verify specifications and award information and receive permission from both the entity and the vendor to piggyback.
2. Piggyback purchases equal to \$50,000.00 or more are not subject to the competitive solicitation process. However, before any purchase is made through an existing contract, the Requesting Department must first contact other South Florida vendors in order to determine if the goods or services sought are available at a lower price than the price(s) of the existing contract. If the goods or services are available from another vendor at a price lower than the price of the existing contract, then the contract for the goods or services must be awarded to that vendor. The purchase of the goods or services sought may be made through the existing contract if none of the other vendors contacted by the Requesting Department offered the goods or services at a price lower than the price of the existing contract. The Purchasing Manager will review and verify the Requesting Department’s information or documentation.
3. Conversely, Monroe County will allow other governmental entities to piggyback on Monroe County’s quotes when requested.
4. Please note the term “piggyback” only applies when the items(s) or services(s) being purchased are exactly the same as the original award.

CHAPTER 8. BLANKET PURCHASE ORDERS

A Blanket Purchase Order (BPO) is a simplified method of filling anticipated repetitive requirements for supplies or services with qualified vendors during a specified period (not to exceed 12 months or one (1) fiscal year whichever is less). BPOs are designed to reduce administrative costs in accomplishing purchases (up to \$49,999.99) by eliminating the need of issuing individual written purchase orders.

1. BPOs are issued when there are repetitive needs for specific items or services and when the exact quantities and delivery requirements are not known in advance and may vary. A purchase requisition containing (1) description of the required items or services, (2) specified period, and (3) estimated quantities for the specified period, is required to get a pre-priced BPO. BPOs cannot be issued without a maximum dollar amount. A BPO shall be authorized in writing by the Department Director or their designee.

CHAPTER 9. MINORITY BUSINESS ENTERPRISE (MBE), SMALL BUSINESS & DISADVANTAGED BUSINESSES

On all contracts or contract modifications of over \$500,000 (\$1,000,000 for construction) and that have subcontracting possibilities, and for all federally funded contracts, the Purchasing Director and/or the Department having project management/oversight responsibilities, should submit an acceptable subcontracting plan. Under such a plan, maximum practicable opportunities must be afforded to small and small minority firms. This plan must include:

1. Separate percentage goals for using small business concerns and small disadvantaged business concerns.
2. Name of an individual employed who will administer the firm's subcontracting program.
3. Description of efforts to be made to insure that such firms have an equitable opportunity to compete for subcontracts.
4. Assurance that the clause at FAR 52.219-8 will be included in all subcontracts that offer subcontract opportunities (as applicable).
5. Assurance that federally funded contracts comply with the provisions contained therein.
6. Assurance to cooperate on surveys for compliance.

CHAPTER 10. PURCHASE OF INSURANCE

Any purchase of insurance by the Monroe County BOCC shall be treated as the purchase of a commodity and regulated the same, except as set forth below.

The purchase of builder's risk insurance for County projects may be exempt from competitive bidding procedures pursuant to Section 2-347(e)(5)(g.) For the purchase of builder's risk insurance expected to cost less than \$50,000, separate price quotes are not required, but the agent should solicit several insurance companies to ensure that the best price is attained. For the purchase of builder's risk insurance expected to cost more than \$50,000, the County Administrator should authorize the purchase and report to the Monroe County BOCC the purchase of the premiums. It is understood that since the cost of builder's risk policies are included in the overall budget for the project, the cost of premiums will be paid from the funding source for that project which are generally approved by the BOCC as part of the budget process.

The purchase of insurance which is exclusive, due to the unique terms and conditions and/or the detailed coverage required by the County, may also be exempt from competitive bidding procedures pursuant to Section 2-347(e)(5)(g.). Risk should document the reason(s) for the policy being exempt from the competitive bidding procedures. When premiums exceed \$50,000, the Monroe County BOCC should authorize the exemption. In an emergency, i.e. an interruption of an essential government services, the County Administrator may authorize the purchase of the policy and seek ratification from the Monroe County BOCC.

All policies for insurance coverage shall have an initial term and shall thereafter be renewable yearly for up to three (3) additional years with BOCC review.

CHAPTER 11. RECYCLED CONTENT PRODUCTS

The County shall on a continuing basis encourage the use of products and materials with recycled content. Preference shall be given to the procurement of recycled content products and materials when it can be determined that such purchases are cost effective, meet specifications required and are in the best interest of Monroe County.

For the purposes of this section “recycled content” means materials that have been used, recycled and are contained in the products or materials to be procured as “post” recycled. To the extent feasible each department shall keep a compilation of the number and amount of recycled product or materials it purchases each fiscal year.

CHAPTER 12. SURPLUS ITEMS

The objective of this policy is to ensure that all County assets are properly tracked and disposed of in compliance with Florida Statutes.

The following rules apply to all departments in possession of fixed assets belonging to Monroe County. The rules also apply to constitutional officers, contracting parties, and third party entities in possession of fixed assets belonging to Monroe County. (Each such department, or office shall be known as a “using agency”.)

Contracting parties in possession of tangible non-consumable property owned by Monroe County which is no longer used or which has become obsolete, worn out or which the parties believe should be scrapped shall submit reports identifying such property to the department responsible for their contract, which in turn shall forward the reports to the Clerk of the Court, Property Clerk.

1. Each using agency shall assign a person who will be primarily responsible for maintaining the fixed assets of the Department or Office (“Property Custodian”).
2. Classification of Surplus Property:
 - a) Property may be designated as surplus by the using agency for any of the following reasons:
 - (1) It becomes inoperable and cannot be repaired;
 - (2) It is more economical to replace the asset than to repair it;
 - (3) Property becomes obsolete;
 - (4) The department or office no longer has need of the item; or
 - (5) It is scheduled for replacement as a matter of policy.

- b) All property that is declared surplus shall be designated into one of four (4) categories:
 - (1) Vehicles;
 - (2) Property with a historical purchase value equal to or greater than \$1,000 (fixed asset, with property ID#);
 - (3) Property with a historical purchase value less than \$1,000 (non-fixed asset, no property ID#);
 - (4) Computers, computer-related, and telecommunication equipment.
3. After the property has been placed into a specific category the following procedures will be used for disposition:
 - (1) If the asset has a useful life, it will be offered to all other County departments by use of County e-mail for a period of 10 days, on a first come, first serve basis. A *Fixed Asset Transfer Form (See Attachment B.4)* will be completed by the receiving and transferring department or office and submitted to the Property Inventory Clerk with a copy to Risk Management.
 - (2) Property estimated to have a fair market value equal to or greater than \$5,000 shall be sold by competitive solicitation/public auction to the highest responsible responder after publication of notice of at least one week and not more than two weeks in a newspaper of general circulation within the County; and additional notice if, in the opinion of the using agency, it will serve the best interests of the County.
 - (a) **Required forms to initiate the competitive solicitation/public auction of surplus property:** The Property Custodian within the using agency is responsible for preparing and submitting an *Inventory Deletion Request Form (See Attachment B.2.)*, executed by the Property Custodian and the Department Director of the using agency, to the Property Inventory Clerk. **For computer related equipment valued over \$1,000**, the Property Custodian in the using agency is responsible for preparing and submitting the required ***Computer Related Equipment Inventory Deletion Request Form (See Attachment B.3)***. The Information Technology Department will send the completed form to the Property Inventory Clerk and coordinate directly with the Property Inventory Clerk and the using agency for the competitive solicitation/public auction and/or transfer, donation or disposal of the surplus computer equipment. (See *Administrative Instruction 4725*. Effective June 18, 2012).

- (b) **BOCC must approve the request to advertise for competitive solicitation/public auction for the sale of surplus property.** Upon receipt of the fully executed *Inventory Deletion Request Form* or *Computer Related Equipment Inventory Deletion Request Form*, the Property Inventory Clerk or using agency, will place an item on the BOCC agenda for approval of competitive solicitation/public auction for the sale of the surplus items.
- (c) **Scheduling and Coordination of Competitive Solicitation/Public Auction:** Following BOCC approval, the Property Inventory Clerk initiates and coordinates the competitive solicitation process for the sale of surplus property at intervals throughout the year as needed, coordinating with the Property Custodians in each using agency, the County Attorney's Office and the BOCC Purchasing Office. In addition to the Property Inventory Clerk's sale of surplus property, the using agency may schedule and coordinate a competitive solicitation/public auction for the sale of specific surplus property when it is necessary or beneficial for the County.
- (d) **Notice:** At the request of the Property Inventory Clerk or using agency, the County Attorney's Office prepares a *Notice of Request for Competitive Solicitation (see Attachment B,* using the surplus property inventory data provided by the Property Inventory Clerk or using agency. The County Attorney's Office transmits the notice requesting publication one time in the Key West Citizen (as the local newspaper qualifying under Florida Statutes Chapter 50.031) and, per BOCC direction, one time in the Middle and Upper Keys area newspapers (Keynoter and Reporter). The Notice shall also be posted to the County's website. The Purchasing Director places the item(s) on DemandStar.
- (e) Once the opening is held and the responses are reviewed, the Property Custodian within the using agency places an item on the BOCC agenda, requesting approval to award/sell specific item(s) to the highest responsible responder.
- (f) After payment is received, the Property Inventory Clerk is responsible for preparing and transmitting a *Bill of Sale, Absolute* to the County Attorney's Office for each individual surplus item being sold. The County Attorney's Office transmits the *Bill of Sale, Absolute* to the Clerk for execution by the Mayor and recording of the document in BOCC records. The Clerk then transmits the fully executed original *Bill of Sale, Absolute (s)* to the Property Inventory Clerk to transfer title and possession of the item(s) to the successful bidder, coordinating with the using agency as needed.

- (3) All assets with a fair market value lower than \$5,000 may be sold at auction in accordance with the procedure set forth above, or may be donated to another governmental entity or not-for-profit organization. Assets with a fair market value equal to or greater than \$5,000 for which no bid was received at public auction may also be donated to a governmental entity or not-for-profit organization.
- (4) Property which value is estimated by the BOCC to be under \$5,000.00 deemed to have no further use to the County due to obsolescence, inefficiency, or being uneconomical may be donated to another governmental entity within the County, may be donated to a private not-for-profit organization within the County or may be disposed of for value in compliance with 274.06, Florida Statutes and as amended. The determination of property to be disposed of by the BOCC shall be at the election of the BOCC in the reasonable exercise of its discretion pursuant 274.06, Florida Statutes. Property, the value of which the BOCC estimates to be under \$5,000.00, may be disposed of in the most efficient and cost-effective means as determined by the BOCC pursuant to F.S. 274.06.
- (5) Only assets estimated to have no value or which have been advertised for bid and for which no bid was received, or for which attempts to donate were unsuccessful, may be destroyed. If an asset is destroyed, the surrendering using agency is responsible for submitting a copy of the Asset Destruction Certification to Finance with a copy to Risk Management.
- (6) All assets under a lease agreement will be disposed of in accordance with the terms of the agreement.
- (7) If it is determined that the trade-in value is more beneficial to the County, a vehicle or piece of equipment may be used as a trade-in for the purchase of replacement equipment.
- (8) If it is determined that it is useful and economical to retain a portion, or a component, of the asset for future use, then the portion or component can be retained and the balance of the asset sold, donated, or destroyed. In such case the portion retained and the portion sold, donated, or destroyed shall be noted on appropriate forms.

4. Subject to the procedures noted above, responsibility for disposition is as follows:

- a) Fleet Management is responsible for the disposition of vehicles, excluding Fire Rescue vehicles.
- b) Property Custodians are responsible for the disposition of fixed assets of any value, other than vehicles, computers, computer-related, and telecommunication equipment.

- c) Information Technology is responsible for the disposition of computers, computer-related, and telecommunication equipment.
5. Employees of Monroe County are expressly forbidden to bid on sales of surplus Monroe County property. No employee's relative, as defined by Florida Statute Section 112.312(21), shall be allowed to bid on surplus property over which the employee had custody or authority to initiate or authorize the decision to surplus.
F.S. 112.312(21):

“Relative,” unless otherwise specified in this part, means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

CHAPTER 13. PURCHASING CARDS (P-CARDS)

The Monroe County Purchasing Card Policy & Procedures establishes detailed procedures and policies which control the use of Purchase Cards. The Purchasing Card Policy & Procedure is to be followed and is attached hereto as *Attachment C*. There shall be absolutely no personal purchases made with the County issued P-Card.

ATTACHMENT A.

MEMORANDUM

To: Purchasing Department **VIA: County Attorney's Office (for prior legal review/approval)**

From: _____

Date: _____

Subject: Request for Competitive Solicitations

After obtaining legal approval, I have attached one (1) copy of the competitive solicitation approved by legal and the *Notice of Request for Competitive Solicitations*, as it will publish, along with one (1) CD containing a copy of the approved competitive solicitation (in .pdf format) and a copy of the notice, as it will publish, (in Word format) for:

(Name as appears on the cover page of the Competitive Solicitation)

1. BOCC Approval Date: _____
 Department Director Approval: _____ Date: _____
 Date Received for Legal Review/Approval: _____
 Legal Approval Date: _____ Reviewing Attorney _____
 Opening Date Assigned by Purchasing: _____ Date assigned: _____
 Date Notice Transmitted to Papers by Legal/Memo Returned to Department: _____
2. Require vendors submit 2 signed originals and one copy of their bids (minimum required) or as specified below.
3. Contact person/phone # for questions regarding specifications: _____
4. Advertising expenses are to be charged against account: _____
5. Notice to run 21 30 45 60 (circle one) or _____ days prior to bid opening.
6. To add "supplemental suppliers" please provide company name and email address (attach list if more than one or more room needed).
7. In addition to the 3 local newspapers, please place notice in the following advertising newspapers. Must have Department Director approval for additional advertising.

Enclosures: One (1) copy of approved competitive solicitation, notice and one (1) CD

ATTACHMENT B.

(Sample Form)

NOTICE OF REQUEST FOR COMPETITIVE SOLICITATIONS

NOTICE IS HEREBY GIVEN that on **January 11, 2012 at 3:00 P.M.** the Monroe County Purchasing Office will receive and open sealed responses for the following:

**TOM'S HARBOR CHANNEL
BRIDGE REPAIR PROJECT
DUCK KEY, MONROE COUNTY, FLORIDA**

Requirements for submission and the selection criteria may be requested from DemandStar by Onvia at www.demandstar.com OR www.monroecountybids.com or call toll-free at 1-800-711-1712. The Public Record is available at the Monroe County Purchasing Office located at The Gato Building, 1100 Simonton Street, Room 2-213, Key West, Florida. All Responses must be sealed and must be submitted to the Monroe County Purchasing Office.

Publication dates

Reporter	(Fr)	12/9/2011
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**MONROE COUNTY
INVENTORY DELETION REQUEST**

TO: _____, Property Clerk
Finance Dept., Stop 8

FROM: _____

DATE: _____

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.

_____ APPROVAL TO DISPOSE OF IT.

_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:

PREPARED

BY: _____
Signature

DATE: _____

DEPARTMENT DIRECTOR

APPROVAL:

Signature

**MONROE COUNTY
COMPUTER RELATED EQUIPMENT
INVENTORY DELETION REQUEST
(ATTACHMENT B.3.)**

TO: _____, Property Clerk
Finance Dept., Stop 8

FROM: _____

DATE: _____

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.

_____ APPROVAL TO REMOVE FROM INVENTORY AND DISPOSE OF IT.

_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:

PREPARED BY:

Signature

DATE: _____

Printed Name

DEPARTMENT DIRECTOR
APPROVAL:

Signature

Printed Name

INFORMATION TECHNOLOGY
APPROVAL:

Signature

Printed Name

MONROE COUNTY
FIXED ASSET TRANSFER FORM
(ATTACHMENT B.4.)

TO: _____, Property Manager FROM: _____
 FINANCE DEPT, Stop #8

ASSET I.D. NUMBER & DESCRIPTION	SERIAL NUMBER
LOCATION FROM:	LOCATION TO:
Cost Center Number:	Cost Center Number:
Cost Center Name:	Cost Center Name:
	Location of Asset:

OWNERSHIP CHANGE: YES _____ NO _____

DATE: _____

SURRENDERING DEPARTMENT: _____
Print name:

RECEIVING DEPARTMENT: _____
Print name:

ATTACHMENT C.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS PURCHASING CARD POLICY & PROCEDURES

PURPOSE: To establish those procedures under which departments will control the use of Purchase Cards assigned to and utilized by Board of County Commissioners (BOCC) employees for purchasing non-restricted commodities and services on behalf of the BOCC. These procedures are intended to accomplish the following:

1. To ensure that the procurement with Purchasing Cards is accomplished in accordance with the policy and procedure established within this and other sections of this manual.
2. To enhance productivity, significantly reduce paperwork, improve controls, and overall cost associated with purchases.
3. To ensure appropriate internal controls are established within each department procuring with Purchasing Cards so that they are used only for authorized purposes.
4. To have timely and meaningful management reports which detail and summarize periodic activity.
5. To ensure that the BOCC bears no legal liability from inappropriate use of Purchasing Cards.
6. To provide a convenient method for purchases, consolidate payments, improve customer service, reduce transaction cost, streamline processes, and capture spending information.
7. Ensure prompt payment to vendors.
8. Provide hard data on purchase activity with vendors in order to achieve savings by negotiated discounts based upon the volume of business with the vendor.
9. Specific advantages within the Purchasing Card Program itself include the various ways that limits and restrictions can be established that allow the tailoring of individual cards to fit the needs of the user. This will extend purchasing responsibility to more individuals than in the current purchasing environment, while maintaining or even increasing accountability.

The success of the BOCC Purchasing Card Program relies on the cooperation and professionalism of all personnel associated with this initiative. The most important participant is the Cardholder. The individual user is the key element in making this program successful.

Finally, it is intended that the procedures established herein are viewed as minimum standards for each department, who may wish to establish additional controls beyond those suggested by the procedures.

SCOPE: This procedure will be applicable to those departments who have selected employees to use Purchasing Cards to purchase goods, services, travel and training, or for specific expenditures incurred under conditions approved by these procedures, i.e. emergencies. The decision of when a Purchasing card is issued, to whom, and the dollar limitations will be as requested by the Department Director and approved by the Office of Management and Budget Director and/or the Purchasing Card Program Administrator.

APPLICABILITY: This procedure applies to all departments of the BOCC.

BACKGROUND: A number of unique controls have been developed for this program that does not exist in a traditional credit card environment. These controls ensure that each card can be used only for specific purposes and within specific dollar limits.

In addition, certification of all purchases is required by each Cardholder, with verification performed by their immediate supervisor before payment is made to the vendor.

LIMITS AND RESTRICTIONS: The following limits can be uniquely established:

1. **Spending amount per day, billing cycle, and month.** The Cardholder can only incur transactions totaling a predetermined dollar amount within any defined period.
2. **Number of transactions per day, billing cycle and month.** The Cardholder can only incur a predetermined number of transactions within a predefined period.
3. **Single Purchase Amount.** A limited dollar amount for any single transaction. Cardholders shall not split transactions to stay within their limits.
4. **Merchant Category Codes (MCC).** The MCC are assigned by VISA to a merchant which identifies the primary type of goods or service they provide. The MCC are designed to offer every combination possible and restrictions are imposed at the point of sale if the blocked merchant requests authorization for the transaction.

BENEFITS: There are many benefits to using the Purchasing Card including:

1. **Board of County Commissioners Benefits:**
 - a. Simplifies the purchasing process for the large number of low dollar purchases, freeing up time for large dollar purchases.
 - b. Significantly reduces the overall transaction processing cost per purchase.
 - c. Increased accountability.
 - d. Provides management information electronically which is currently unavailable.

2. **Cardholder Benefits:**
 - a. Convenience of purchasing without an intensive Requisition/Purchase Order processing system.
 - b. Expedites the delivery of goods or services to the job site.
 - c. Expands the list of merchants from whom purchases can be made.

3. **Merchant Benefits:**
 - a. Expedites payment to the merchant within 48 hours
 - b. Reduces merchant maintained “account” paperwork.
 - c. Lowers risk of nonpayment.

TRAINING: All Cardholders will complete training before they are issued a Purchasing Card.

1. Participating in the Purchasing Card Program is a privilege being offered by the BOCC. If the County Administrator through the Purchasing Card Program Administrator becomes aware of any inappropriate or late approval of transactions, Cardholder privileges may be cancelled.
2. It is expected that the Purchasing Card Procedures and training program will assist you in making this program a success.

1. CARDHOLDER SPENDING LIMITS

- 1.1. The Delegation of Authority that has been provided to each Cardholder will set the maximum dollar amount for each single transaction up to a maximum amount of \$2,499.99 at the Director Level for the small non-stocked products and services or for travel and training. Each time a Cardholder makes a purchase with his/her Purchasing Card, this limit will be checked, and the authorization request will be declined should the amount exceed the limitation.

- 1.2. Purchasing Cards issued to the Mayor and County Commissioners, County Administrator, Assistant County Administrators, Department Directors, Purchasing Card Program Administrator, Purchasing Agents/Buyers may be authorized for a higher maximum amount per purchase.

- 1.3. Purchasing Card Program Administrator or Backup Purchasing Card Administrator may establish different limits for each employee with the recommendation of the employee’s Department Director and approval by the County Administrator or Assistant County Administrator. Assistant County Administrators or Purchasing Director may delegate authority when and where such action is deemed necessary.

2. USE OF PURCHASING CARD

- 2.1. THE PURCHASING CARD IS TO BE USED FOR BOCC PURCHASES ONLY. CASH ADVANCES THROUGH BANK TELLERS OR AUTOMATED TELLER MACHINES ARE PROHIBITED.
- 2.2. CARDHOLDER RESPONSIBILITY – The Purchasing Card that the Cardholder receives has his/her name embossed on it and the card **shall not** be lent to any other person.
 - 2.2.1. Every Cardholder is responsible for the security of their Purchasing Card. All precautions shall be used to maintain confidentiality of the Cardholder’s account number and expiration date of the Purchasing Card.
- 2.3. CONDITIONS FOR USE – The total of a single purchase to be paid for using the card may be comprised of multiple items but cannot exceed the authorized single invoice limitation. Purchases will be denied if any preset limits are exceeded. **Payments for purchases are not to be split in order to stay within the single purchase limit.**
- 2.4. When using the Purchasing Card, Cardholders should:
 - 2.4.1. Ensure that the goods or services to be purchased are allowable.
 - 2.4.2. Determine if the intended purchase is within Cardholder’s Purchasing Card limits.
 - 2.4.3. Advise the supplier/merchant that the purchase will be made using the VISA Purchasing Card in advance.
 - 2.4.4. Inform the merchant that the purchase is **tax-exempt**. Review the receipt **before** leaving the store and if taxes were included, request a credit.
 - 2.4.5. If using the Purchasing Card for travel, membership dues, conference, training or other transactions that require prior approval, make sure all appropriate forms are completed and approved prior to making the purchase.
- 2.5. When placing telephone or mail orders, Cardholders should notify the merchant in advance and request that a credit be processed for the amount of the tax charged.
 - 2.5.1. If you place a telephone or mail order and sales tax was charged, contact the merchant and request that a credit be processed for the amount of the tax charged.

- 2.5.2. Purchases made in Florida and for use in Florida are exempt from Florida sales and use taxes. The BOCC tax exempt identification number is printed on the Purchasing Card.
 - 2.5.2.1. As with all BCOC purchases, the Cardholder must be diligent when dealing with the merchant regarding taxes.
 - 2.5.3. **Make sure the merchant understands that charges are not to be billed until the item(s) are actually received by the Cardholder.**
 - 2.5.4. If an item(s) is not currently in stock, and is back ordered, remind the merchant that the Purchasing Card cannot be billed until the back ordered item(s) are actually received by the Cardholder.
 - 2.5.5. To ensure prompt delivery of items ordered by telephone or by mail, provide the merchant with the appropriate delivery of information – do not use Post Office Box or “Ship To” address. Request that you name and “Ship To” address with room number (where applicable) are clearly marked on the outside of the package.
 - 2.5.6. Instruct the merchant to send the sales receipt directly to the Cardholder and not to send an invoice to the Clerk’s Office, since the merchant will be paid by the merchant’s financial institution.
 - 2.5.7. Tell the supplier/merchant that any shipping or delivery fees must be included in the unit price – FOB: Destination. (A delivery point in Monroe County.)
- 2.6. Returning Merchandise Purchased with the Card – Cardholder is responsible for managing any returns/exchanges and ensuring that proper credit is received for returned merchandise.
 - 2.6.1. Contact the vendor and obtain instructions for return.
 - 2.6.2. Review your next card statement to ensure that your account is properly credited for the return.
 - 2.6.3. A pattern of returns and exchanges that indicate improper or inaccurate initial product selection shall be reviewed and may result in loss of privileges for the card holder.

- 2.7 The Purchasing Card may be used for other travel or transportation related expenses as follows:
- 2.7.1. When Cardholder must check a bag, and the airline imposes a charge, the check bag charge is allowed.
 - 2.7.2. A 20% tip for taxi drivers is allowed. The tip should not exceed 20% and should be included as part of the original transaction.”
 - 2.7.3. Hotel internet charges necessary to conduct OFFICIAL COUNTY BUSINESS while on County travel is allowed. Traveler must certify on the daily transaction log and official Florida State Travel Voucher that the expense was required to conduct County business.

3. **DOCUMENTATION, RECONCILIATION AND PAYMENT PROCEDURES**

- 3.1. Documentation – Any time a purchase is made that will be paid using the Purchasing Card, the Cardholder is to obtain a customer copy of the charge slip, which will become the accounting document. Make sure all carbons, if used, and any excess copies are destroyed.
- 3.2. Missing Documentation – Missing documentation may result in the cancellation of the employee’s purchasing card. NO exceptions will be made. Cardholders must keep all receipts, boarding passes and any other documentation such as packing slips registration, etc. as normally required by the Clerk of the Court for payment.
- 3.3. Payment and Invoice Procedures – Purchases made by employees will be paid by the Clerk’s Office once the Cardholder’s certification and the approving official’s verification has been completed and the account number has been assigned for each transaction.
 - 3.3.1. Receipts: The Purchasing Card receipt or vendor’s sales receipt for purchases must be supplied. When purchases are conducted by telephone, you must fill out the Telephone Order Forms and request the vendor to forward the receipt to you. These receipts, and any Telephone Order Forms, are to be stapled to the Daily Purchase Card Purchase Report. **Failure to keep adequate receipts will lead to the loss of Purchasing Card privileges.**
 - 3.3.2. The Purchasing Card issuer, Bank of America, will provide one copy of the billing statement to the Program Card Administrator at the end of the billing cycle. The Cardholder may request a copy of the billing statement at any time. This statement will have a listing of all items processed with the billing cycle. In addition to the monthly billing statement, the Purchase Card Administrator

or designee will periodically review the Cardholder's statement using Bank of America's on-line services.

- 3.3.3. Immediately following a purchase, the Cardholder must submit the charge slip to his/her department's director, via their immediate supervisor. The charge slip must be stapled to a completed Daily Purchase Card Purchase Report. Non-compliance may mean denial of future use, or other disciplinary action.
- 3.3.4. The department's director reviews the Daily Purchase Card Purchase Report received from the Cardholder and where applicable, a "Statement of Dispute", is attached. Once review is completed, the department's director will forward to the Purchasing Card Program Administrator within two (2) days after receipt from Cardholder. The department's director will fax all "Statement of Disputes" to Bank of America.
- 3.3.5. Travel: The Purchasing Card Issuer will issue the "Statement" on a scheduled basis each month. It will be the responsibility of the Cardholder to provide his/her designated representative with the receipt for that month should travel or extended leave be scheduled at the time the statement is due and he/she will not be able to complete the statement. The designated representative will complete and make a copy of the statement for the absent employee, and shall forward the copy of the statement to the Purchasing Card Administrator with the rest of the Cardholder's statements. **The original Cardholder statement will be signed by the employee at the time he/she returns and submitted.**
- 3.3.6. The Purchasing Card Administrator will be responsible for reviewing completed statements from all Cardholders, verifying approval of purchases, resolving any questions on the purchases, and signing the cover letter that accompanies the statements and forwarding completed package with all attachments to the Clerk's Office within seven (7) working days after receipt from the department directors. All statements should be furnished to Clerk's Office at the same time. Should the Purchasing Card Program Administrator not receive all of the statements, it will be his/her responsibility to contact the appropriate department director and have the statements furnished at once. If, however, one or more statements are for some reason not received, the remaining statements shall not be held while that one or more are pending.

- 3.3.6.1. All late attachments to the Statement must be stapled to the statement and be sent to the Clerk's Office **not later than the seventh working day** after being received by the Card Administrator.
- 3.3.7. If a Cardholder had no purchase activity on his/her credit card for a particular billing cycle, no Statement will be generated for the Cardholder (unless adjustments for previously billed transactions are processed during that cycle).

4. TRANSACTION APPROVAL

- 4.1. Approval of the transactions that a Cardholder had made using their Purchasing Cards, will not be totally defined in this procedure. Department Directors, because of his/her knowledge of the job responsibilities of Cardholder, are required to look at each Cardholder's purchases, and at the merchant who made the sale in order to determine if these items were for Official Use and if they were items allowed to be purchased in accordance with the instructions provided.
 - 4.1.1. If for any reason the Department Director questions the purchase(s), it is his/her responsibility to resolve the issue with the Cardholder. If they cannot be satisfied that the purchase was necessary and for Official Use, this would include an accidental or inadvertent purchase, then the Cardholder must provide an immediate payment for the purchase or a Credit Voucher proving the item(s) had been returned for credit.
- 4.2. The County Administrator will be responsible for resolving abuses by each Cardholder. Appropriate disciplinary action will be taken against any Cardholder who misuses their privileges of up to and including dismissal.
 - 4.2.1. Should it be evident that an unauthorized purchase was knowingly made, the County Administrator will determine what action will be taken based on the facts presented by the Purchasing Card Program Administrator.

5. DISPUTES/UNAUTHORIZED CHARGES

- 5.1. If a suspicious charge appears on a monthly statement, the Cardholder should first attempt to verify the charge with records of purchase. If the Cardholder does not agree with the charge posted on the statement, the Cardholder must notify the bank in writing, using the "Cardholder Dispute Form". A copy of the "Cardholder Dispute Form" will be forwarded with the statement through the end-of-month processing cycle

for the statement. The bank will research the disputed charge and make the necessary adjustments.

- 5.2 Credit to Account – When the bank receives proper notification of a disputed charge, the charge amount will be removed from the total owed by BOCC and shown on the monthly statement as a “suspense” item. When the dispute is resolved, the charge will either be removed from the monthly statement (if the charge was improper) or charged to the Cardholder’s department (if research shows the charge was valid).
- 5.3. If items purchased with the Purchasing Card are found defective or the repair or services faulty, the Cardholder has the responsibility to return item(s) to the merchant for replacement or to receive a credit on the purchase. (Returns that require shipping will be coordinated through the Purchasing Department.) CASH REFUNDS WILL NOT BE PERMITTED. If the merchant refuses to replace or correct the faulty item, then the purchase of this item will be considered to be in DISPUTE.
- 5.4. A disputed item must be noted on the Cardholder’s Statement. In addition, a “Cardholder’s Statement of Disputed Item” form must be completed by the Cardholder with appropriate documentation attached, if necessary. This form will be forwarded with the statement through the end-of-month processing cycle for the statement.
- 5.5. Disputed items are items that the customer (County) does not believe he/she has received the item purchased, or the item has a defect. The dispute must be resolved between the merchant and the cardholder before any payment can be made.
- 5.6. It is essential that the time frames and documentation requirements established by the Purchasing Card Issuer be followed to protect the Cardholder’s rights in dispute. Dispute policies and procedures issued by the Purchasing Card Issuer will be provided at the time Purchasing Cards are issued to Cardholder.
- 5.7. Fraudulent or improper items may be covered by the Liability Waiver. However, disputed items are not considered fraudulent.

6. REQUEST FOR INITIAL, ADDITIONAL OR CHANGES TO PURCHASING CARD

- 6.1. Requests for a new Cardholder or changes to a current Cardholder will be done by submitting “Request for Purchasing Card” form. The Form will

be processed by the affected Department Director, who will forward the request to the Purchasing Card Program Administrator.

- 6.2. All requests for Purchasing Cards must be approved by the Purchasing Card Program Administrator and/or the Office of Management and Budget Director.
- 6.3. The Purchasing Card Program Administrator's name must be provided to Clerk's Accounts Payable/Receivable Department and kept current.
- 6.4. When Purchasing Card Program Administrator receives the Purchasing Card from the credit card issuer, they shall print on the back of the card the following statement:

“SEE DRIVER’S LICENSE”

7. ANNUAL INVENTORY OF PURCHASING CARDS

On an annual basis, the Purchasing Card Program Administrator will provide a list of Purchasing Cards issued to employees for each department. The Purchasing Card Program Administrator will conduct a physical inventory of Purchasing Cards and prepare a report on the results of the physical inventory. Additionally, spot check inventories of partial or whole departments may be held at any time and without prior notification.

8. LOST OR STOLEN PURCHASING CARDS

- 8.1. Should an employee lose or have their Purchasing Card stolen, it is the responsibility of the Cardholder to immediately notify the credit card issuer, their Department Director, the Purchasing Card Program Administrator and the Clerk's Accounts Payable/Receivable Department of the loss. The telephone number of the credit card issuer will be provided when the Purchasing Card is issued to the Cardholder.

8.2. To report a lost/stolen card:

The Cardholder must call Bank of America, Customer Service, at 800-538-8788 immediately upon discovering that the card has been lost or stolen. Help is available 24 hours a day. Also call the BOCC Purchasing Card Administrator as early as possible on the first available business day during normal business hours at (305) 295-4315.

- 8.3. Failure to promptly notify the issuing bank of the theft, loss, or misplacement of the Purchasing Card could make the BOCC and/or the Cardholder responsible for any fraudulent use of the card and result in loss of privileges and/or disciplinary action for the Cardholder.

9. EMPLOYEE TERMINATION/TRANSFER

- 9.1 A Cardholder who terminates their employment must relinquish their Purchasing Card at the time of the separation from BOCC to their Department Director who will forward the card to the Purchasing Card Programs Administrator. The Purchasing Card Program Administrator will notify the bank and the Cardholder's card will be immediately deactivated. A Cardholder who fraudulently uses the Purchasing Card after separation from BOCC will be subject to legal action.
- 9.2. Transfer of an employee within their Department – If a Cardholder is transferred with their department, it will be the responsibility of the Department Director to determine if the Cardholder should retain his/her current Purchasing Card. If it is determined that the Purchasing Card should be kept by the Cardholder, the master file will be changed upon notification to the Purchasing Card Program Administrator, using the New Card/Change Form, thereby eliminating the need for issuing a new Purchase Card.
- 9.3. Transfer of an employee to another BOCC Department - If a Cardholder is transferred to another BOCC department, it will be the responsibility of the new Department Director to determine if the Cardholder should retain his/her current Purchasing Card. If it is determined that the Purchasing Card should be kept by the Cardholder, the master file will be changed upon notification to the Purchasing Card Program Administrator, using the New Card/Change Form, thereby eliminating the need for the issuing of a new Purchasing Card.
- 9.4. Purchasing cards cancelled for any reason, shall be destroyed by cutting it down the center of the magnetic strip and returning both parts to the Purchasing Card Program Administrator for recording and destruction.

10. AUDITS/REVIEWS

- 10.1. The Card Program Administrator may randomly review Card activity and usage and receipt retention for compliance.
- 10.2. The Clerk's office may conduct random audits on card activity and usage and receipt retention, reconciliations, compliance, etc.

11. FEEDBACK

Your feedback regarding this program is important. The Purchasing Card Program Administrator needs to know if you have any issues and we welcome suggestions for improvement.

12. **ACCOUNTING/PURCHASING PROCEDURES AND ACCOUNTING/TRAVEL AND TRAINING PROCEDURES**

These procedures must be in compliance with Monroe County's Purchasing Policy and Procedures and must be incorporated with the State of Florida Purchasing Card Guidelines, where applicable.

13. **MERCHANT SIGN-UP**

It is important to the success of the Purchasing Card Program that merchants interested in doing business with the BOCC via the Purchasing Card receive assistance in doing so. If merchants currently accept VISA credit cards, they are already equipped to accept BOCC Purchasing Cards. A merchant who is not currently accepting VISA credit cards should contact the Bank of America merchant service provider, their own financial institution, or other merchant service provider.

QUICK REFERENCE

1. What is a Purchasing Card?
 - A credit card that is used as an alternative payment method for small dollar and travel and training expenditures for non-stocked products and services, for travel and training, or as otherwise approved for the individual Cardholder.

2. What re the advantages of using the Purchasing Card?
 - Improved user satisfaction due to prompt order confirmation and accelerated product receipt.
 - Improved vendor relations by eliminating the potential for late payments; the vendor is paid within 48 hours.

3. Who may have a Purchasing Card, and how do you obtain one?
 - Any Commissioner and/or employee responsible for making purchases that is recommended by their Department Director and is approved by the Purchasing Card Program Administrator.

4. What is the responsibility of the Cardholder?
 - Upon acceptance of the Purchasing Card, employee must sign a “Cardholder Agreement”. Signing this agreement, acknowledges employee receipt of the card and acceptance of responsibility for abiding by the terms and conditions of the agreement.
 - Ensure that usage of the card conforms to procedures and that the card is used only for official business purposes.
 - Cardholder will obtain and verify charge receipts after each purchase and attach to the Daily Purchase Card Purchase Report.
 - Cardholder must obtain their Department Director’s approval on the Daily Purchase Card Purchase Report.
 - Initiate and handle disputed charges.

5. What is the Department Director’s responsibility?
 - Identify and recommend employees who should be issued a Purchasing Card.
 - Identify and recommend limitations.
 - Ensure that the Purchasing Cards used in their department conform to BOCC policy and program guidelines as well as the Purchasing manual.
 - Review and sign detailed Daily Purchase Card Purchase Report.
 - Forward Reports with receipts to the Purchasing Card Program Administrator.

6. What is the responsibility of the Purchasing Card Program Administrator?
 - Manage, authorize, terminate, and maintain a file of individuals authorized to conduct Purchasing Card transactions.
 - Respond to questions concerning Purchase Card expenditures.
 - Periodically review Cardholder's activity using Bank of America's on-line services.

7. How are purchases made?
 - Cardholder calls or visits vendor and places order.
 - Cardholder provides the vendor with the Purchasing Card number and delivery instructions.

8. Does the Purchasing Card have a spending limit?
 - Individual transactions limited up to a pre-approved amount for small non-stocked products and services, for travel and training, or as otherwise approved by the Purchasing Card Program Administrator under the direction of the Office of Management and Budget Director and the County Administrator.

9. What happens if the statement is incorrect or an item needs to be returned?
 - Cardholder notifies credit card issuer if incorrect charge is identified on the statement.
 - Cardholder works with the vendor to arrange for returns and credit.
 - Cardholder verifies that credit appears on next statement.

10. What types of purchases are allowable?
 - The Purchasing Card is to be used for purchases of small dollar expenditures. These items can be purchased and picked up directly at the vendor, or can be ordered by telephone or fax and delivered to the Cardholder.

11. What purchases are disallowed?
 - The Purchasing Card cannot exceed limitations placed on the individual card for non-stocked products and services, for travel and training or as otherwise approved by the Purchasing Card Program Administrator.
 - **Splitting of requirements – not allowed.**
 - Entertainment
 - Meals – The County has an ordinance in effect with respect to meals, please see Ordinance No. 009-2015. Restaurant commodity codes will be excluded and meals are prohibited.
 - Personal use.
 - Cash advance.
 - Gasoline.
 - Vehicle Repairs (excluding Fleet Management).
 - Alcoholic beverages.
 - Tobacco products.

- Non-work or personal use items and services.
 - Services such as consultants or construction.
 - Telephone Credit Card.
12. It should be noted that the Purchasing Card will be used by designated personnel to pay for issued Purchase Orders and other purchases not available to the general users.

DEFINITIONS

Appointed Representative – An individual the Department Director selects to act on their behalf.

Approver – A person delegated the responsibility of reviewing Cardholder transactions to ensure the appropriateness of activity and timely processing of charges (Department Director).

Billing Cycle – The monthly billing period that begins the 4th day of each month and ends the 27th day of each month with a 14-day grace period before payment is due.

Cardholder – The BOCC employee to whom a written Delegation of Authority has been given granting the use of the Purchasing Card to make purchases within present limits on behalf of BOCC.

Cardholder Profile – Parameters that are set for a designated Cardholder that identify the Cardholder, sets default accounting codes and provides restrictions or spending limitations in the Purchasing Card system.

Cash Advance – Prohibited on the Purchasing Card as well as personal purchases.

Charge Slip/Documentation – Itemized list of individual purchases on receipt.

Contractor/Issuer – Bank of America.

Credit – Charged amount removed from total owed by the BOCC.

Cycle Limit – A maximum dollar value of charges and/or number of transactions that may be applied to a Cardholder's purchasing authority for the billing cycle.

Daily Limit - A maximum dollar value of charges and/or number of transactions that may be applied to a Cardholder's purchasing authority per day.

Delegation of Authority – A document issued by the Purchasing Card Program Administrator that established the individual as an authorized Cardholder. The delegation of authority will specify spending and usage limitations unique to that Cardholder.

Delivery Address – Complete address including Cardholder's name and room number (where applicable).

Designated Representative – Department Director is to review Cardholder's monthly statement's receipts and transactions to ensure the appropriateness of activity and timely processing of charges and/or credits applied to that department.

Dispute – For items purchased and found defective or faulty, the Cardholder can return the item to the merchant who will initiate a credit that will appear on the next month's statement of account.

MCC – Merchant Category Code assigned to merchant by the Credit Card Company, i.e. VISA, which identifies the primary goods or services provided by the merchant.

Monthly Limit – A maximum dollar value of charges and/or number of transactions that may be applied to a Cardholder’s purchasing authority during a month.

Non-stock Materials – Materials not available through supply inventory.

Official Use – Necessary merchandise purchased for BOCC use.

Payer- The payer will be Monroe County Board of County Commissioners, through the Finance Department, ensuring that adequate or appropriate accounting codes are assigned. Normally, this will be the last level of review prior to processing for payment but is not part of the “approval” levels.

Purchasing Card – A credit card that is used as an alternative payment method.

Purchasing Card Programs Administrator – The individual who is responsible for the Board of County Commissioners’ (BOCC) Purchasing Card Program.

Reconciler – The individual who reconciles Cardholder receipts.

Reconciliation – Balancing charge slips with bank statement.

Services – Non-personal temporary work.

Single Purchase Limit – Each Cardholder will be limited to a preset maximum amount on any single small non-stocked product or service, for travel and training or as otherwise determined by the Purchasing Card Program Administrator.

Small Purchase – An acquisition of supplies, and non-personal services in the amount of \$999.99 or less and purchased without a Purchase Order.

Statement – Monthly record of charges and credits.

Tax Exemption – All purchases shall be exempt from state and local taxes, in accordance with state law.

MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PURCHASING CARD

To: Purchasing Card Program Administrator

From: _____
DEPARTMENT NAME

Subject: REQUEST FOR PURCHASING CARD

Request the following employee be authorized a BOCC Purchasing Card:

Full Name: (Type or Print) _____

Sample Signature: _____

Title: _____ Employee Number: _____

Florida Driver's License # _____

Immediate Supervisor: _____

Restrictions: Single limitation: \$ _____

Monthly limitation: \$ _____

Types of products to be authorized:

COUNTY ADMINISTRATOR /
ASSISTANT COUNTY ADMINISTRATOR
(TYPE OR PRINT)

PURCHASING CARD ADMINISTRATOR
(TYPE OR PRINT)

SIGNATURE OF COUNTY ADMINISTRATOR/
ASSISTANT COUNTY ADMINISTRATOR

SIGNATURE OF PURCHASING CARD ADMINISTRATOR

cc: Authorized Employee

MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS

CARDHOLDER AGREEMENT

Please review the terms stated below and sign:

I agree to use this Purchasing Card only for actual and necessary BOCC business expenses incurred by me in accordance with the BOCC Purchasing Card Procedures.

I have read the Purchasing Card Procedures, and agree to abide by the procedures contained therein. I acknowledge that use of this card for any purpose other than BOCC approved business expenses are prohibited and will be grounds for corrective action, up to and including termination. In addition, I agree that I must reimburse the BOCC for any such charges.

I agree to surrender the Purchasing Card immediately upon retirement, termination or upon request of an authorized representative of the BOCC. I understand that use of the Purchasing Card after privileges are withdrawn is prohibited.

If the card is lost or stolen, I will immediately notify the issuing bank (Bank of America) by telephone. I will confirm the telephone notification by mail or facsimile to the issuing bank and with a copy to my Department Director and the Purchasing Card Program Administrator. I understand that failure to promptly notify the issuing bank of the theft, lost, or misplaced Purchasing Card could make me responsible for any fraudulent use of the card.

Bank Contact: Jeri Winkleblack, Vice President, Florida Account Manager
 850-561-1737 Fax: 850-561-1965

Customer Service: 800-822-5985 Fax: 757-823-7473

Cardholder: _____
 TYPE OR PRINT NAME

Signature: _____

Date: _____

Department: _____

Phone Number: _____

cc: Cardholder

Monroe County Purchasing Policy and Procedures

Bank of America

Phone 1-800-538-8788 Fax 1-800-253-5846
Outside of U.S. (757) 677-4705 Fax (757) 677-4361
Attn: Commercial Card Services

CARDHOLDER STATEMENT OF DISPUTED ITEM

Company Name: Cardholder

Name:

Cardholder Account Number:

Statement Date	Transaction Date	Merchant Name/Description
Amount	Posting Date	Reference Number

Check the description most appropriate to your Dispute. If you have any questions, contact Bank of America at 1-800-538-8788.

- _____ 1. **Alteration of Amount:**
The amount of the sales draft has been altered from \$ _____ to \$ _____.
(Please include copy of sales draft.)
- _____ 2. **Unauthorized Mail or Phone Order:**
I certify the charge listed above was not authorized by me or any person authorized by me to use this account. I have not ordered merchandise by phone or mail, or received goods and services as represented above.
- _____ 3. **Cardholder Dispute:**
I did participate in the above transaction, however, I dispute the entire charge, or portion, in the amount of \$ _____ because:

- _____ 4. **Credit Not Received:**
The merchant has issued me a credit slip for the transaction listed above, however, the credit has not posted to my account. The date on the voucher is between 30 and 90 days old. (Please include a copy of the credit voucher.)
- _____ 5. **Imprinting of Multiple Slips:**
The above transaction represents multiple billing to my account. I only authorized one charge from this merchant for \$ _____. I am still in possession of my card.
- _____ 6. **Merchandise Not Received:**
My account has been charged for the above transaction, but I have not received this Merchandise. I have contacted the merchant.

Monroe County Purchasing Policy and Procedures

7. **Merchandise Not Received:**
My account has been charged for the above transaction, but I have since contacted the merchant and canceled the order. I will refuse delivery should the merchandise still be sent.
8. **Merchandise Returned:**
My account has been charged for the transaction listed above, but the merchandise has been returned. Provide a description of the circumstances. (Please include postal receipt if applicable.)
9. **Inadequate Description/Unrecognized Charge:**
I do not recognize this charge, please supply a copy of the sales draft for my review.
10. **I am no longer disputing this charge.**
11. **Other/Comments**

PURCHASING CARD TELEPHONE ORDER
 (For Internal Use Only, Retain With Receipts)

Reminder: Board of County Commissioners is exempt from Florida Sales Tax. Give vendor the tax exemption number on the Purchasing Card.

It is the Cardholder's responsibility to obtain receipts from telephone purchases, attach them to this form, and forward this form and the receipts with their monthly statements.

Supplier Name	
Phone Number	
Date Order Placed	
Order called in by (Cardholder's Name)	
Order Called to (name of supplier's representative)	

Item #	Detailed description of items/services ordered (size, etc.)	U/I	Quantity	Cost per U/I	Extended Cost:
TOTAL PURCHASE:					\$

Monroe County Purchasing Policy and Procedures

ATTACHMENT D.

FORMS:

1. **Monroe County Purchasing Authorization Form**
2. **Monroe County Request to Purchase Form**
3. **Monroe County BOCC Audit Slip**
4. **Business Card Order Form**
5. **Vendor File Request form**
6. **Contract Summary Form for Contracts Less Than \$50,000.00**
7. **Contract Renewal Form for Contracts Less Than \$50,000.00**

Monroe County Purchasing Policy and Procedures

MONROE COUNTY PURCHASING AUTHORIZATION FORM – (D.1)

Employee: _____ Title: _____
 Name First Last

Department: _____

Log-on ID: _____ Phone #: _____ Ext.: _____
 (Finance Plus)

Location: _____ Courier Stop # _____

LEVEL OF PURCHASE AUTHORITY

PLACE "X" IN THE BOX TO INDICATE LEVEL/TYPE OF AUTHORITY

PURCHASING LEVELS FOR TOTAL DOLLAR AMOUNT	PURCHASING AUTHORITY (WHO APPROVES/PAYS)	“X” AUTHORITY LEVEL
\$.01 - \$1,000.00	Department Director or their designees. Request to Purchase form/Purchase Order not required.	
\$1,000.01 - \$5,000.00	Department Director or their designees. Requires Request to Purchase form written or electronic to Purchasing.	
\$5,000.01 - \$10,000.00	Department Director or their designees. Request to Purchase form along with two (2) or more written price quotes as documented by requesting Departments.	
\$10,000.01 - \$19,999.99	Department Director only. Request to Purchase form along with two (2) or more written price quotes as documented by requesting Departments.	
\$20,000.00- \$49,999.99	Request to Purchase form along with two (2) or more written price quotes. Requesting Department will solicit bids in conjunction with the Purchasing Department.	County Administrator, Assistant County Administrator or Purchasing Director only
\$50,000.00 AND OVER	Competitive Bid process BOCC prior approval required. Governed by County ordinance, as supplemented by the Purchasing Policies and Procedures Manual.	BOCC

COST CENTERS

 Employee Signature

 Initials

Approved By: _____
 Department Director

Approved By: _____
 County Administrator
 Assistant County Administrator
 Purchasing Director

PURCHASING USE ONLY:	
Data received & sent to Finance	
() _____ Initials	_____ Date Purchasing Section

Monroe County Purchasing Policy and Procedures

MONROE COUNTY BUDGET & FINANCE PURCHASING DEPARTMENT

PH: 305-292-4464 FAX: 305-292-4465

REQUEST TO PURCHASE (D.2.)

To: **Purchasing Department**

Date: _____

From (Dept.):	Purchasing Approval:
Name:	By:
Phone/Ext:	Account:
Ship Code to Location:	Grant/Project

Qty.	Unit	Prod.#	Description	Unit Cost	Total Cost	Acct. #
Total						

Items needed by:

Vendor Name:	

Remarks/Recommendations:

Administrative Instructions:

Reviewed () By: _____ Date: _____

Purchasing Office use only:

Reviewed () By: _____ Date: _____

Monroe County Purchasing Policy and Procedures

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AUDIT SLIP

(D.3.)

Vendor Name _____ Vendor Number _____

Invoice # _____

Invoice Date _____

Invoice Amount _____

Fund / Cost Ctr	Account #	(Optional) Project #	(Optional) Project Acct	Amount
--------------------	-----------	-------------------------	----------------------------	--------

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

Description (Opt) _____

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

Description (Opt) _____

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

Description (Opt) _____

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

Description (Opt) _____

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

Description (Opt) _____

Review Signature _____ Date _____

Approve to \$1,000.00 Signature _____ Date _____

\$1,000.01 to \$5,000.00 Signature _____ Date _____

\$5,000.01 to \$10,000.00 Signature _____ Date _____

\$10,000.01 to \$25,000.00 Signature _____ Date _____

\$25,000.01 to \$49,999.99 Signature _____ Date _____

\$50,000.00 & greater BOCC Approval

Notes: Only one invoice per audit slip, please!!

BOCC Depts. complete all areas.

Invoice # must be the invoice number from the vendor's invoice.

Description is a 25-position field for additional information.

Monroe County Purchasing Policy and Procedures

BUSINESS CARD ORDER FORM (D.4.)

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

YOU ONLY HAVE FIVE (5) LINES TO PRINT INFORMATION.

PLEASE TYPE AND DOUBLE CHECK THE INFORMATION, THIS FORM WILL BE SENT TO THE VENDOR.

BELOW IS A SAMPLE OF THE STANDARD MONROE COUNTY BUSINESS CARD.

ATTACH THIS FORM TO A REQUEST TO PURCHASE FORM AND RETURN TO THE PURCHASING OFFICE.

BUSINESS CARD ORDERS ARE PROCESSED AND ORDERED UPON RECEIPT.

Monroe County Purchasing Policy and Procedures

BOARD OF COUNTY COMMISSIONERS
MONROE COUNTY, FLORIDA



ATTACHMENT D.5.

New: []
Vendor: _____
Posted By: _____
Date: _____
Change: [] "See Note Below"

VENDOR FILE REQUEST FORM

Vendor Name: _____
Search Name/Abbrev.: _____
Street Address: _____
P. O. Box: _____
City/State: _____
Zip: _____ Phone: _____

Remittance Name & Address (If different from above)

Vendor Name: _____
Search Name/Abbrev.: _____
Street Address: _____
P. O. Box: _____
City/State: _____
Zip: _____ Phone: _____
Contact Name: _____ Contact Phone: _____

Tax ID Number or S.S.N. _____

1099 Type

- Fax Number: _____ [] A Attorneys
1099 Required: Yes [] No [] [] M Medical/Healthcare Pmts
If yes, please check 1099 type. [] N Non-Employee Comp
Notes: _____ [] O Other Income
_____ [] R Rentals

Requested By: _____ Dept.: _____ Date: _____
Purchasing Approval: _____ Date: _____

ALL DEPARTMENTS

Submit this form electronically, with the required W-9 attached, to the Clerk's Finance Department. Finance will process with a maximum turnaround time of 24 hours. This form must be accompanied by a W-9 to set up a new vendor or if the vendor information has changed. *Note* In order to change vendor information, supporting documentation must be attached.

Monroe County Purchasing Policy and Procedures

ATTACHMENT D.6

COUNTY ADMINISTRATOR CONTRACT SUMMARY FORM FOR CONTRACTS LESS THAN \$50,000.00			
Contract with:		Contract #	
		Effective Date:	
		Expiration Date:	
Contract Purpose/Description:			
Contract is Original Agreement Contract Amendment/Extension Renewal			
Contract Manager:			
(Name)	(Ext.)	(Department/Stop #)	
CONTRACT COSTS			
Total Dollar Value of Contract: \$		Current Year Portion: \$	
<small>(must be less than \$50,000)</small>		<small>(If multiyear agreement then requires BOCC approval, unless the total cumulative amount is less than \$50,000.00).</small>	
Budgeted? Yes <input type="checkbox"/>	No <input type="checkbox"/>	Account Codes: _____	
Grant: \$ _____		_____	
County Match: \$ _____		_____	

ADDITIONAL COSTS			
Estimated Ongoing Costs: \$ _____/yr		For: _____	
<small>(Not included in dollar value above)</small>		<small>(e.g. maintenance, utilities, janitorial, salaries, etc.)</small>	
CONTRACT REVIEW			
	Date In	Changes Needed	Reviewer
Department Head	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____
Risk Management	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____
County Attorney	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____
Comments: _____			

Monroe County Purchasing Policy and Procedures

ATTACHMENT D.7

COUNTY ADMINISTRATOR CONTRACT RENEWAL FORM FOR CONTRACTS LESS THAN \$50,000.00		
Contract with:	<input type="text"/>	Contract #
	Renewal Date:	<input type="text"/>
	Expiration Date:	<input type="text"/>
Contract Renewal Notes:		
<hr/>		
<hr/>		
FAILURE TO MEET ONE OR MORE OF THE CONDITIONS SET FORTH BELOW WILL REQUIRE APPROVAL BY THE BOCC		
<input type="checkbox"/> The BOCC approved agreement provided for a renewal subject to the terms and conditions set forth in in the initial contract.		
<input type="checkbox"/> The Contractor has performed in a satisfactory manner and the contract manager has verified satisfactory performance		
<input type="checkbox"/> The Contractor has requested and agrees to renewal (renewal agreement should <u>first</u> be signed by Contractor)		
<input type="checkbox"/> The renewal period is set forth in the BOCC approved agreement		
<input type="checkbox"/> The cumulative value per fiscal year, including any Consumer Price Index (CPI) increase, of the renewal is less than \$50,000.		
The following Contract Manager has verified that the above conditions have been met.		
Contract Manager:	<input type="text"/>	<input type="text"/>
	(Name)	(Ext.)
		(Department/Stop #)

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