Monroe County Purchasing Policy

(As Revised 6/17/2020)

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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 Commissioner*s

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" (Attachment D.2) to the Purchasing Section for all purchases of goods and services that exceed $1,000.00.

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.4.)" 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.

7. All Task Orders must be reviewed and approved by the County Attorney's office prior to execution and shall be otherwise treated as a contract. When a contractor or consultant is contracted to perform work pursuant to a Task Order, the Task Order shall be considered an independent contract in relation to, but separate from, an existing principal contract when determining the total cumulative value of $50,000.00. Any Task Order that is less than $50,000.00 may be approved and executed according to the Signatory Authority provided

in 2.G and Monroe County Code Section 2-58. Any Task Order for individual construction or consultant services that is $50,000.00 or more must go to the Board of County Commissioners as a Board agenda item for the Board's approval.

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 (Attachment D.3), or other fiscal documents.

1. 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. Requests for Purchasing Authority are submitted using the Monroe County Purchasing Authorization Form (Attachment D.1)

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. Price reasonableness documentation is required to be maintained by the Requesting Department.	Department Director or designees
$5,000.01 - $9,999.99	Request to Purchase form along with documentation of price reasonableness justification is required to be submitted as documented by Requesting Departments.	Department Director or designee
$10,000.00 - $19,999.99	Request to Purchase form along with three (3) or more price quotes as documented by Requesting Departments.	Department Director authorized for purchases of $10,000.01 and above. (Designee allowed for purchases up to $10,000.00 only.)
$20,000.00 - $49,999.99	Request to Purchase form along with three (3) or more price quotes. Requesting Department will solicit quotes.	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 three or more quotes or competitive solicitation may be required for purchasing goods or services at a lower level of procurement requirements than shown in the chart. The Requesting Department should utilize price quotes, telephone or internet research to document price reasonableness. When the goods or services are procured through Cooperative Purchasing Agreements or other competitive solicitation methods, price quotes are not required by the Requesting Department. When obtaining price quotes, the Requesting Department must diligently seek to obtain quotes and such efforts should be documented (by noting calls and emails etc.) and provided to the Purchasing Office in the event that an adequate number of response are not received along with the Requesting Department's directors certification that his/her department has made all efforts to comply with the Policy. If the Requesting Department, after exercising due diligent and good faith effort to obtain two or more said quotes, does not receive an adequate number of responses from contractors or vendors it may either seek to have the Board waive Policy in this regard or the Director of the Requesting Department may certify in writing he/she has verified his/her department's diligence and effort to obtain the required price quotes, and represents to the Purchasing Department that the department is otherwise justified in proceeding with the purchase.

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 total cumulative value 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. When the County Administrator

appoints a designee, it shall be done in the form of a written memo signed or initialed by the County Administrator and sent to the Clerk of Court and shall identify the date or dates in which the designee is authorized to act on the County Administrator's behalf. If the delegation of authority is for more than 30 consecutive calendar days, the County Administrator shall issue an updated memo on a quarterly basis. 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 total cumulative value of the contract including 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 also 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, ancestry, sexual orientation, gender identity or expression, familial status or disability in its purchase of goods and services.

J. Payment Dispute Resolution

The purpose of this procedure is to ensure the prompt review and payment of all vendor invoices and if a dispute arises regarding a vendor invoice, a procedure for the prompt resolution of the dispute. Payment of invoices for work performed for Monroe County Board of County Commissioners (County) is made in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act. This procedure will apply to any payment dispute between the County and a contractor or vendor (both referred to as "vendors" in this section) over the County's nonpayment of a payment request or invoice when there is no specific dispute resolution procedure prescribed in the contract.

If the invoice reviewed is determined to be in compliance with the terms of the contract or purchase order that governs payment, the invoice shall be noted as "proper" and forwarded to the Clerk for payment.

Dispute Resolution Procedure

1. If an improper invoice is submitted by a vendor, Monroe County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is

improper. The notice should indicate what corrective action on the part of the vendor is needed to make the payment request or invoice proper. The vendor should take corrective action and resubmit a Proper Invoice to the County. The vendor's steps shall be that of initially contacting the Requesting Department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in accordance with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the Requesting Department which will initiate the payment timeline of a Proper Invoice.

a. Requesting Department for this purpose is defined as the County department for whom the work is performed.

b. Proper Invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Monroe County and in accordance with Sec. 218.72, Florida Statutes.

2. Should a dispute result between the vendor and the County over payment of a payment request or an invoice, then the vendor should submit their notice of dispute in writing to the Requesting Department. The Requesting Department should acknowledge receipt of the vendor's notice of dispute and provide the vendor with the County's dispute resolution procedure by mail or email, if available. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.

3. The Dispute Manager shall investigate the dispute and document the steps taken to resolve the issue. The Dispute Manager should, as part of his or her investigation, ascertain if the work, for which the payment request or invoice has been submitted, was performed to Monroe County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Monroe County representative who is designated as the approving authority for the work performed in the contractual document.

4. Dispute resolution procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Monroe County and shall not extend beyond sixty (60) days. The Dispute Manager must complete the investigation and furnish a written determination to the vendor.

5. If the vendor is not satisfied with the Dispute Manager's resolution of the dispute, the County Administrator or his or her designee shall be the final arbiter in resolving the issue and will issue their final decision in writing within sixty (60) days after the date on which the payment request or invoice was received by Monroe County

6. If the County does not commence the dispute resolution procedure within the time frame as set forth above and in accordance with F.S. 218.76, a vendor may give written notice to the County of the failure to timely commence its dispute resolution procedure. If the County fails to commence the dispute resolution process within 4 business days after such notice, any amount resolved in the contractor's favor shall bear mandatory interest, as set forth in sec. 218.735(9), from the date the payment request or invoice containing the disputed amounts was submitted to the County. If the dispute resolution procedure is not commenced within 4 business days after the notice, the objection to the payment request or invoice shall

be deemed waived as per F.S. 218.76(2)(b). This waiver of an objection pursuant to this paragraph does not relieve a contractor of its contractual obligations.

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

8. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

9. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party.

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 Lower Keys (News Barometer), Middle Keys and Upper Keys (Keys Weekly) area newspapers. 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 flash drive or email to omb-purchasing@monroecounty-fl.gov 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 less 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 liquated 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 solicitation 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. All competitive solicitations shall remain valid for a minimum period of 90 days.

3. The Purchasing Office shall receive and retain in electronic format all published competitive solicitations, notices, addenda, Notice of Intended Decision, the Agenda Item Summary and attachments relating to the solicitation and award of the contract, pre-bid meeting sign in sheet(s), selection committee meeting sign in sheet(s), scoring sheet(s)s and ranking sheet(s); 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.

4. 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.

5. 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. A minimum of one (1) signed original shall be required of the response for retention by the Purchasing Department. If the Requesting Department requires additional originals or copies they should be specified in the competitive solicitation.

6. A comprehensive review of the responses will be conducted by the Requesting Department. 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.

7. 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.

b) Should a selection committee be formed, the following documents must be sent to the Purchasing Department in electronic format:

1) Sign-in sheet(s) for Selection Committee meetings held
2) Individual score sheets for each committee member
3) Ranking sheet that documents all of the scores for each Respondent, by committee member

c) A copy of the Notice of Intended Decision (Samples are attached as Exhibit A) or similar document must be sent to the Purchasing Department to be posted on DemandStar.

8. A BOCC meeting agenda item shall be prepared by the Requesting Department and attached to the recommended bid. An electronic file of the agenda item summary sheet and all documents attached to that agenda item should be forwarded to the Purchasing Office to be retained in the competitive solicitation file.

9. 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.

10. The County Administrator and/or appropriate Department Director will be responsible for presenting recommendations to the BOCC.

11. 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.

12. 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

Except where prohibited by federally funded contracts, 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 1) to amend the project specifications and re-advertise the competitive solicitation or 2) to reduce the scope of the project and negotiate a contract for a portion of the project

specifications with the lowest responsive bidder and re-advertise a competitive solicitation for the remaining work when, and if, funding becomes available.

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.

G. Protest Procedure

Any Bidder/Respondent/Proposer who claims to be adversely affected by the decision or intended decision to award a contract shall submit in writing a notice of protest which must be received by the County within seventy-two (72) hours or three (3) business days, whichever is less, after the posting of the notice of decision or intended decision on DemandStar or posting of the Notice of Decision or Intended Decision on the Monroe County Board of County Commissioner' agenda, whichever occurs first. Additionally, a formal written protest must be submitted in writing and must be received by the County Attorney's Office seventy-two (72) hours or three (3) business days prior to the Board of County Commissioner's meeting date in which the award of contract by the Board of County Commissioners will be heard. The only opportunity to address protest claims is before the BOCC at the designated public meeting in which the agenda item awarding the contract is heard. In accordance with the Rules of Debate as set forth in the Monroe County Board of County Commissioners Administrative Procedures, the Bidder/Respondent/Proposer that filed the protest is responsible for providing the Clerk with his/her name and residence prior to the agenda item to award the contract being called in order to preserve their opportunity to be heard on this matter. An individual has three (3) minutes to address the Commission and a person representing an organization has five (5) minutes to address the Commission. The BOCC decision to award the contract is final and at their sole discretion. Failure to timely protest within the times prescribed herein shall constitute a waiver of the ability to protest the award of contract, unless it is determined that it is in the best interest of the County to do so.

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, investigative 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.

C. Continuing Contracts

Definition:

A continuing contract is defined as a contract for professional services in accordance with all the procedures of Florida Statute Sec. 287.055 between the County and a firm whereby the firm provides professional services for professional architects, engineers, landscaping, or surveying and mapping services for projects in which the estimated construction cost of each individual project under the contract does not exceed the amount of Two Million and 00/100 ($2,000,000.00) Dollars, or for a study activity if the fee for professional services for each individual study under the contract does not exceed Two Hundred Thousand and 00/100 ($200,000.00) Dollars, for work of a specified nature as outlined in the contract required by the County, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under the continuing contracts shall not be required to bid against one another.

Competitive Selection of contractors for continuing contracts:

Continuing contracts shall be chosen by the competitive selection process. During the selection process, a selection committee shall rank the professional service contractors. The Board of County Commissioners shall approve the award of each contract for a general continuing contract. The number of contractors to be chosen shall be at the discretion of the Board of County Commissioners.

Award of individual contracts to contractors:

1. Separate contracts or task orders for each individual project shall be awarded among the contractors who have been awarded a general continuing contract.
2. Separate contracts or task orders for each individual project shall be approved by the Board of County Commissioners when required under the purchasing policy.
3. The separate contracts or task orders for each individual project shall be awarded on a rotating basis beginning with the top ranked professional service contractor and continuing to the next contractor in ranked order.
4. When the County has identified an appropriate project, County staff shall consult with the next ranked contractor in rotation and shall negotiate the terms of a contract for the specific individual project. If the County and the next ranked contractor in rotation are unable to come to agreement as to the terms of a contract, the contractor shall be placed back in rotation and the staff shall move on to the next ranked contractor in rotation to begin negotiations, and the process shall continue until an agreement can be reached.
5. The order of rotation may be changed by the County Administrator, or an Assistant County Administrator, upon written request by the Department documenting any one of the following reasons:
    a) If the next ranked contractor is not available within the time required by the County for an upcoming project, the contract may be awarded to the next contractor in rotation who is available; or
    b) If a project requires a particular skill set or expertise which, in the discretion of the County Administrator or his designee, is more suitable to a contractor who is not next ranked in the order of rotation, the County Administrator may award the project regardless of rank order; or

c) If the next ranked contractor has been awarded and is currently working on other County projects, the contract may be awarded to the next contractor in rotation who is not currently engaged or working on other County projects.

d) In case of emergency, the County is not required to follow the order of rotation in order to accomplish the necessities of the situation. For purposes of this policy, emergency shall be defined as in the Monroe County Code at Section 2-347 (k) (1).

e) When a contractor is not awarded a contract due to the reasons stated herein, that contractor shall be given the next project in rotation for which he is available and possesses the requisite expertise.

6. It is the intent of the Board of County Commissioners that the contracts be ranked and rotated in order of ranking so that the award of contracts are distributed among the contractors and no particular contractor shall be given a contract out of order except for the reasons stated above.

7. The Requesting Department shall document and provide an explanation (in the agenda item, Department Report or other reasonable method) to the Board of County Commissioners when a contract or task order is $50,000 or more and to be awarded out of the ranked order of rotation.

CHAPTER 5 - <u>DESIGN/BUILD CONTRACTS</u>

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) Qualified 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 (Attachment D.8): 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 (Attachment D.9): 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 (Attachment D.10): Each bid shall contain the appropriately worded non-collusion certification.

5. Drug Free Workplace (Attachment D.11): Each bid shall contain an executed "Drug Free Workplace" form.

6. Vendor Certification Regarding Scrutinized Companies List (Attachment D.12): Each bid shall contain this certification.

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.

G. Change Orders

1. Whenever there is a change to a construction contract or professional services contract or task order, a Change Order must be prepared (see Attachment D.7 and D.7a) explaining the revision. A change to a construction contract or professional services contract or task order modifies the agreement and work and includes changing the original contract price and/or extending the date of substantial completion of the subject project or final date that the professional service must be completed or performed.
2. The County Administrator has the final approval and authority for execution of a Change Order provided the Change Order for a given project or service does not exceed $50,000.00, or five (5) percent of the original contract price, whichever is greater. Change Orders may be approved and executed according to the Signatory Authority provided in 2.G and Monroe County Code Section 2-59.
3. Before the County Administrator executes a Change Order described in the above item G.2., he must first notify the members of the Board of County Commissioners of his intent to do so at least 24 hours before executing it. The County Administrator has the authority, without notifying the Board of County Commissioners, to approve a Change Order to alter the substantial completion date by up to six (6) months provided that it does not change the contract amount.
4. A report must be provided at each monthly County Commission meeting listing the Change Orders approved by the County Administrator during the prior month and the reasons for those Change Orders.
5. Any Change Order which exceeds the amount approvable by the County Administrator as described in the above item G.2. must be approved by the Board of County Commissioners.
6. All Change Orders must be approved prior to any commencement of work.

CHAPTER 7. <u>EXCLUSIONS</u>

A. Sole Source

Purchase of commodities and services from a single source may be exempted from formal

competition or price quote requirements 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 General 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, if directed by the Purchasing Director or County Administrator, 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. If the purchase is below the competitive bidding threshold of $50,000.00, price quotes are not required by the Requesting Department unless directed by the Purchasing Director of County Administrator.

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, which includes maintenance to County buildings and equipment, including repairs, janitorial services etc., subsequent additional, redundant approval by the BOCC is specifically not required for advertisements, Requests for Qualifications (RFQs) or Request for Bids (RFB's), Request for Proposals (RFPs) or replies.. (BOCC action 5-26-93, Page 93/254 #1). When repairs are needed due to an emergency event (such as a hurricane), and obtaining BOCC approval will delay procuring the goods or services needed for the necessary repairs, the County Administrator or Assistant County Administrator can authorize the advertisement of the competitive solicitation until the BOCC can approve the project or concept at the next practicable BOCC meeting.

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 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, if directed by the Purchasing Director or County Administrator, 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

If required by Federal Aviation Administration (FAA) grant or other Federal-funded grant requirements the Department having project management/oversight responsibilities, should develop an acceptable plan to utilize and afford opportunities to minority, small and disadvantaged firms. This plan may include:

1. Separate percentage goals for using small, minority and disadvantaged businesses.

2. Name of an individual employed or retained who will administer the firm's subcontracting program.

3. Description of efforts to be made to ensure such firms have an equitable opportunity to compete for subcontracts.

4. Assurance that federally funded contracts comply with the provisions contained therein.

5. 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) 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 Lower Keys (News Barometer), Middle Keys and Upper Keys (Keys Weekly) area newspapers. The Notice shall also be posted to the County's website. Additional notification is also posted on Monroe County's social media platforms (i.e. Facebook Page). 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 and authorizing the County Administrator to sign the *Bill of Sale, Absolute* prepared by the Property Inventory Clerk.

(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 County Administrator for execution. Upon execution the *Bill of Sale, Absolute* shall be forwarded to the Clerk for 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. If the item(s) are sold via public auction by an outside vendor retained by the County, the Property Inventory Clerk will coordinate title transfer and preparation of documents with the vendor and may do so prior to payment to the County and/or in accordance with the public auction vendor's contract.

(2) Assets with a fair market value equal to or greater than $5,000 for which no bid was received shall again be offered for sale by competitive solicitation. If no acceptable bids are received after a second attempt to sell by competitive solicitation, then the property may be sold by an outside vendor retained by the County for public auction services. Assets with a fair market value lower than $5,000 for which no bid was received after one attempt to sell by competitive solicitation may be sold by an outside vendor retained by the County for public auction services.

(3) All assets with a fair market value lower than $5,000 may be sold by competitive solicitation/auction in accordance with the procedure set forth above, or may be donated to another governmental entity or not-for-profit organization as set forth below. Assets with a fair market value equal to or greater than $5,000 for which no bid was received at competitive solicitation may also be donated to a governmental entity or not-for-profit organization. Assets with a fair market value equal to or greater than $5,000 may be offer to other government units in the County for sale or donation or may be offered to private nonprofit agencies, prior to being sold by competitive solicitation when it is determined by the BOCC to be in the best interest of the County to do so.

(4) Property estimated to be less than $5,000 that has a useful life, may, but is not required to, 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.

(5) 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.

All assets under a lease agreement will be disposed of in accordance with the terms of the agreement.

(6) 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.

(7) 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 and other heavy equipment, excluding Emergency Services, Airports and Social Services Department vehicles. Those Departments are responsible for disposition of their vehicles and are required to follow the surplus property as set forth above.

   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.

CHAPTER 14 – FEDERAL FUNDING REQUIREMENTS

This Chapter is provided to ensure that Monroe County has and maintains proper policies and procedures as required by federal awards and consistent with 2 Code of Federal Regulations (C.F.R.) Chapter I, Chapter II, Part 200. All procurements must comply with Florida Statutes, rules and procedures as per 2 C.F.R. §§200.318-200.326.
All Contracts and procurements in which federal funds are used shall include the following provisions: [See 2 CFR part 200 for a more detailed description of the federal provisions]

A. PROCUREMENT STANDARDS (2 C.F.R. §§200.318-200.326)

1. General Rules
   These standards apply to procurement of goods or services using federal funds and program income.

   The procurement must comply with Non-Federal Entity/Monroe County's procurement procedures which reflect applicable State and local laws and regulations, provided that they conform to applicable Federal law and the standards identified in 2 C.F.R. Part 200.
   The Requesting Department, via the designated contract manager, must maintain oversight to ensure that contracts perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. (2 CFR § 200.318(b))

2. Procurement Documentation:
   The County must maintain all procurement records sufficient to detail the history, including all competitive bidding documents and all other documentation relating to the evaluation of the competitive bidding proposals and responses; justification of the award; and approval of the contract price and type. The Requesting Department must complete either the E.1. or E.2. Procurement Form (*Attachment E.1 for purchases below $50,000.00) or Attachment E.2 for purchases through competitive solicitation, i.e. purchases of $50,000.00 and above*), and submit with the RTP. If Disaster related, use Disaster Request for Purchase Form (*Attachment E.4).* The E4, E1 or E2 and supporting documents must be submitted to the Budget and Finance Office for approval before submitting to the BOCC for the contract award. In addition, if Attachment E.3 (Debarred, Suspended or Ineligible Entity Checklist) and/or the Minority Owned Business Declaration are required, include them with the E4 submission to Budget and Finance. Payment for these procurements are submitted on the Disaster Audit Slip *(Attachment E.5.*). These documents must be maintained in accordance with Chapter 119, Public Records Law and the Florida Department of State, Division of Library and Information Services, General Records Schedules GS1-SL for State and Local Government Agencies.

   While 2 C.F.R. 180.220(b) list covered transactions as contracts equal or above $25,000.00; for auditing services; or where prior federal agency approval is given, since the Florida Division of Emergency Management (FDEM) Agreement that provides disaster reimbursement requires this form in all contracts regardless of the amount and since we are already conducting a check on all vendors, this is best practice and will be required on all transactions.

3. Conflict of Interest:

The *Monroe County Personnel Policies and Procedures Manual* setting forth written standards of conduct, including conflict of interest, and governing the actions of County employees shall be followed at all times along with the *Monroe County Administrative Instruction 4301.9, Basic Procedures for Grant Administration*, which set forth additional instructions relating to Federal rules and guidelines. No employee, officer or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated in the contract, has a financial or other interest in or tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the County may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, in accordance with the Personal Policies and Procedures, a gift of $25.00 or less is considered non- substantial financial interest or an unsolicited item of nominal value. County Employees, officers or agents that violate the County standards of conduct will be subject for disciplinary actions as set forth in more detail in the Personnel Policies and Procedures Manual. (2 CFR § 200.318(c)(1), 200.318(c)(2))

4. Avoidance of unnecessary or duplicative items:
The Office of Management and Budget (OMB) must review expenditures to avoid the acquisition of unnecessary or duplicative items; consider consolidating or breaking out procurements to obtain a more economical purchase; and where appropriate analyze lease versus purchase alternatives or other analysis to determine the most economical approach. OMB should foster greater economy and efficiency and promote cost-effective use of shared services with the Federal Government and state and local government entities through interlocal agreements or other inter-entity agreements, including use of Federal excess and surplus property in lieu of purchasing new equipment and property. (2 CFR §§200.318(d), 200.318(e), 200.318(f)).

5. Contracts may only be awarded to responsible vendor/contractors:
The County must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, including County laws and policies, record of past performance, and financial and technical resources. The Requesting Department must complete the Debarred, Suspended, or Ineligible Entity Checklist (*Attachment E.3*) (2 C.F.R.200.318(h)).

B. COMPETITION REQUIREMENTS

1. Full and Open Competition: As per 2 C.F.R. §200.319, and consistent with Monroe County Code §2-347(a) and the *Mission Statement* of this Policy, all procurement transactions must be conducted in a manner providing for full and open competition, which prohibits placing unreasonable requirements, unnecessary experience or excessive bonding on firms in order for them to qualify to do business.

   County staff shall ensure that procurement transactions do NOT allow: noncompetitive pricing practices between firms and affiliated companies; noncompetitive contracts to consultants that are no retainer contracts (e.g. out-of-scope work added to the consultant's

work retainer); specifying only a "brand name" product instead of allow "an equal" product; and any arbitrary action in the procurement process. 2 C.F.R. §319(a)

2. Prohibition on Bidding: The contractor that is bidding on the contract cannot be involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or request for proposals (2 CFR § 200.319(a)).

3. No State or Local Preference*: No preference shall be included in the competitive solicitation or in the procurement transactions (2 CFR § 200.319(b)). *Please note that the RESTORE ACT allows for state preference.

10. Solicitation Requirements: The solicitation shall include a clear and accurate description of the technical requirements for the material, product, or service to be procured, including requirements that must be fulfilled by offerors/vendors and the evaluation factors/criteria, e.g. Identify if price or quality is most important in the solicitation. If the County uses prequalified persons or firms, the contract for services or list must be current and include at least 3 prequalified persons or firms and not preclude any potential bidders from qualifying during the solicitation period. 2 C.F.R. §§319(c)-319(d).

C. METHOD OF PROCUREMENT REQUIREMENTS

As per 2 CFR § 200.320, one of the following methods must be used when procuring goods or services with any federal funds:

1. Formal Procurement -Over $50,000.00 (2 C.F.R. §200.320(c))

a. Sealed Bids: Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. Sealed bidding is the preferred method for procuring construction. [Federal Note: Sealed bidding is generally used where price is the most important evaluation factor for the County.] Contract award under the sealed bidding method of procurement is made to the bidder submitting the lowest priced, responsive and responsible bid.

i. Responsive and Responsible Defined: "Responsive" refers to whether the bidder meets all the material requirement of the Request for Bids (RFB)/invitation for bid (IFB), while "Responsibility" refers to contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, records of past performance, and financial and technical resources. [See 2 C.F.R. §200. 318(h)]

ii. Conditions of Sealed Bids: All of the following conditions must be present to use sealed bids: i) a complete, adequate, and realistic specification or purchase description is available ii) two or more responsible bidders are willing and able to compete effectively for the business iii) the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. [2 C.F.R. §200.320(c)(1)]

iii. Requirements for Sealed Bids: If sealed bids are used, the following requirements apply:

1) The County must solicit bids from an adequate number of known supplies (via DemandStar and if applicable to a list of suppliers to be provided to OMB from the Requesting Department), providing sufficient response time prior to the date set for opening the bids and must be publicly advertised (refer to time frame set forth in Chapter 3, Paragraph A. 2.;
2) The competitive solicitation should include any specifications and pertinent attachments, and define the items or services in order for the bidder to properly respond;
3) Set forth the Time and Place for the bids to be publicly opened;
4) Award a firm fixed price contract in writing to the lowest responsive and responsible bidder;
5) If any bids are rejected, there must be a sound documented reason supporting the rejection [2 C.F.R. §200.320((c)(2)].

iv. Cost or Price Analysis As per 2 CFR §200.323, if the contract amount (including contract modification) exceeds $50,000.00 the County must perform a cost or price analysis.

A Cost or Price Analysis must be conducted by the Requesting Department. (2 C.F.R. §200.323(a)) The degree of the analysis depends on the nature of the procurement; however, it should at least start with an independent estimate established before receipt of responses/offers.

Price & Cost Analysis Description:

a) "Price Analysis" is the process of examining and evaluating proposed price without evaluating its separate cost elements and proposed profit. Techniques include comparison of amounts from responses received, comparison of proposed prices to historical prices paid, comparison with published price lists, comparison to your independent estimate. Price Analysis is the preferred method to be used by the Requesting Department.

b) "Cost Analysis" is the review and evaluation of any separate cost elements and profit or fee in an respondents/offerors' proposal, as needed to determine a fair and reasonable price and the application of judgement to determine how well the proposed costs represent what the cost of the contract should be. The Requesting Department must negotiate profit as a separate element of the price for each contract in which there is no price competition, and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of part performance, and industry profit rates in the surrounding geographical area for similar work. (2 C.F.R. §200.323(b)) Cost of prices based on estimated cost for contracts under the Federal award are allowable only to the extent that cost incurred or cost estimates included in the negotiated prices would be allowable for the County under Subpart E—Cost Principles of this part. The County/non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (2 C.F.R. §200.323(c))

c) Cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used. (2 C.F.R. §200.323(d)).

b. Procurement by competitive proposals: The technique of competitive proposals is normally conducted with more than one source submitting a response/offer, and either a

fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. (2 C.F.R. §200.320(d)

i. Requirements for Competitive Proposals: If Procurement by competitive proposals is used, the following requirements apply: 1) The Request for Proposals (RFP) must be publicized, i.e. as per Chapter 3, Paragraph A. 2.
2) identify all evaluation factors and their relative importance, i.e. evaluation/selection factors and points/percentage allocation for each factor;
3) solicit proposals from an adequate number of qualified sources (via DemandStar and if applicable to a list of qualified sources to be provided to OMB from the Requesting Department);
4) the method for conducting technical evaluations of the proposal received and for selecting recipients as outlined in Chapter 3, Paragraph B should be followed and when appropriate should be outlined in the RFP;
5) The County shall award the contract to the responsible firm whose proposal is most advantageous to the program/project, with price and other factors considered.

[Federal Note regarding architectural/engineering (A/E) professional services: the County may use competitive proposal procedures, i.e. Request for Qualifications (RFQs) and the Consultants Competitive Negotiation Act (CCNA), for qualifications-based procurement of A/E professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selector factor, can only be used in procurement of A/E professional services. It cannot be used to purchases other types of services though A/E firms that are a potential source to perform the proposed effort. 2 C.F.R. §200.320(d)(5)]

2. **Informal Procurement- Over $10,000.00 up to $49,999.99 Small purchases procedures:** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that *do not cost more than the lesser of either* (1) the Simplified Acquisition threshold (i.e. $50,000.00), or (2) whatever amount State (if applicable F.S. Statute requirement) or Monroe County's competitive procurement rules (i.e. $49,999.99 or less). Price and rate quotations must be obtained from an adequate number of qualified sources. The Requesting Department should to the maximum extent possible obtain 3 or more price quotes and give consideration to the amount of the purchase when obtaining rate and price quotes. When purchasing complex supplies or services, please document and include justification for the number of price quotes obtained. (NOTE: FEMA has determined that for simplified purchase procedures, an adequate number of qualified sources are considered to be three (3)). The Requesting Department should follow the procedure as set forth in Chapter 2 F. 2. and ensure that proper documentation is maintained in this regard to justify the purchase. (2 C.F.R. §200.320(b))

3. **Micro-purchases: *Up to $10,000.00*** (i.e. purchases below $10,000.00, See 2 CFR § 200.67) Micro-purchases are awarded based on price reasonableness. For purchases of $5,000.00 or less, the Requesting Department will maintain documentation of price reasonableness. For purchases greater than $5,000.00 price reasonableness is required and documented by the Requesting Department for procurement. [Note: Action to verify the reasonableness, includes utilizing price quotes, telephone or internet research.] The Requesting Department, to the extent practicable, should distribute micro-purchases equitably among qualified suppliers. Documentation of the purchase in the form of a RTP, when applicable, is

necessary to the extent to demonstrate that it is an allowable cost for performance of the Federal award (as per 2 C.F.R. §200.403) and to keep record of equal distribution to qualified suppliers. 2 C.F.R. §200.320(a)

4. <u>Noncompetitive proposals: [2 C.F.R. §200.320(f)]</u> [Note: this does not apply to Micro-purchases; RESTORE ACT/ Department of Treasury has sole source section that provides more detail and should be referred to when using RESTORE ACT funds]

i. Procurement by noncompetitive proposals: Procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1) the item is available from a single source; (substantial duplication of services to reach other sources is justification for proceeding with sole source, but this must be sufficiently documented by the Requesting Department and provided to OMB/Purchasing Director)

2) the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation [Federal Note: Exigency" is generally defined as something that is necessary in a particular situation that requires or demands immediate aid or action. By comparison, the term "emergency" means an unexpected and usually dangerous situation that calls from immediate action. Emergency will typically involve a threat to the public or private property or some other form of dangerous situation, whereas an exigency is not necessarily limited.];

3) the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the County; or

4) after solicitation of a number of sources, a competition is determined inadequate [Before utilizing this exception, the Requesting Department should review the solicitation and the publicizing of the solicitation to ensure that it was not inadvertently drafted in a manner to reduce or eliminate competition, which resulted in the receipt of one or no proposals. If this is found to be the case, the Requesting Department should revise the solicitation and re-publicized the solicitation in order to resolve the competitive concerns. The Requesting Department should also document justification for the noncompetitive procurement and provide to OMB/Purchasing Director].

D. <u>CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS</u>

As per 2 CFR 200.321, the County must take the affirmative steps below and in accordance with Chapter 9- Minority Business Enterprise (MBE), Small business & disadvantaged Business of this Policy to assure minority businesses, women's business enterprises, and labor surplus area firms are used when possible:

While some of the steps below may be duplicative with those set forth in Chapter 9 of this Policy, the Requesting Department in conjunction with the County's OMB Department shall:

1. Ensure that qualified small and minority businesses, and women's business enterprises are placed on solicitation lists.
2. Ensure that qualified small and minority businesses, and women's business enterprises are solicited whenever they are potential sources, including the list of DemandStar suppliers

that are notified of competitive solicitations, the Small Business Administration's Dynamic Small Business Search website, and any additional supplier listed that may be generated.

3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. Require the prime contractor, if subcontractors are to be let, to take the affirmative steps listed above.

[Federal Note: Collectively referred to as "socioeconomic contractors" or "socioeconomic contracting", this requirement does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms; this requirement only imposes an obligation to carry out and document the six identified affirmative steps.]

E. CONTRACTUAL CONSIDERATIONS

Contract(s) must include (See Appendix II to part 200):

- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).
- Suspension and Debarment clause
- Anti-Lobbying Clause; If the contract exceeds $100,000.00, bidders must submit an Anti-Lobbying Certification.
- *All procurements and contracts, involving the use of materials* (e.g. debris removal and other services), must comply with the requirement to make maximum use of recovered/recycled materials as per 2 CFR §200.317, §200.322, and Chapter 11 (Recycled Content Products) of this Policy and include the recovered/recycled materials clause.
- *If the contract amount exceeds $150,000.00*, it must address administrative, contractual, or legal remedies in instances where contractor violates or breaches contract terms and provide for sanctions and penalties
- I*f the contract amount exceeds $10,000.00*, it must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.
- Rights to Inventions Made Under Contract or Agreement must be included if applicable. [This is not applicable to Federal Emergency Management Agency (FEMA) funding since it does not award grants of subgrants associated with research and development projects.]
- *If the contract or subgrant amount exceeds $150,000.00*, it must include the Clean Air Act and the Federal Water Pollution Control Act.

F. CONSTRUCTION CONTRACT CONSIDERATIONS

County Departments that handle construction projects are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. The County may use a time and material type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price, i.e. lump sum/not to exceed amount that the contractor exceeds at its own risk.

> Time and Material contracts means that a contract whose cost to the County is the sum of i) the actual cost of materials; and ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. (Please refer to time and material provisions as set forth in more detail in 2 C.F.R. §200.318(j) (2 C.F.R. § 200.318(g)

If the contract is for construction, is must include the Equal Opportunity Clause.

For construction contracts exceeding $2,000 awarded under a Federal grant, it must include a Davis-Bacon Act Clause and Copeland Anti-Kickback Act clause addressing prevailing wage rates. [Note that Public Assistance and Hazard Mitigation Grant Program contracts do NOT require these clauses.]

If the contract amount exceeds $100,000.00 and involves the employment of mechanics or laborers, it must include a Contract Work Hours and Safety Standards Clause.

<u>Bonding requirements for construction or facility improvement contracts exceeding $50,000.00:</u>

The Requesting Department shall require the procurement to include 1. A bid guarantee from such bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. 2. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. 3. A payment bond on the part of the contract for 100 percent of the contractor price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

G. <u>CAPITAL EXPENDITURE</u>

Federal Funds may not be expended for capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life without prior written approval of the Federal Awarding Agency or pass-through entity. (2 C.F.R. §200.439(3)

1. Insurance Coverage: The County must provide equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the County. (2 CFR 200.310)
2. Real Property:
    a. Title: Subjection to obligations and conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will vest upon acquisition to County.
    b. Use: Except as otherwise provided by Federal Statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as

needed for that purpose, during which time the County must not dispose of or encumber its title or other interests.

c. Disposition: When real property is no longer needed for the originally authorized purpose, the County must obtain disposition instructions from the Federal awarding agency or pass-through entity. The instruction must provide for one of the following alternatives: 1) Retain title after compensating the Federal awarding agenda 2) Sell the property and compensate the Federal awarding agency 3) Transfer title to the Federal awarding agency or third party designated/approved by the Federal awarding agency.

3. Equipment:
   a. Title: Subject to obligations and conditions set forth in 2 CFR 200.313, title to equipment acquired under a Federal award will vest upon acquisition to County. Unless a statute specifically authorizes the Federal agency to vest title in the county without further obligations to the Federal Government, the Federal agency elects to do so, the title must be a conditional title. Title must vest in the County subject to the following conditions:
      1. Use of equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.
      2. Not encumber the property without approval of the Federal awarding agency or pass-through entity.
      3. Use and dispose of the property in accordance with 2 CFR 200.313 (b), (c) and (e)

   b. Use: Equipment must be used by the County in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal Award, and the County must not encumber the property without prior approval of the Federal awarding agency. When equipment is no longer needed for the original program or project, the equipment may be used in other activities in the order of priority as set forth in 2 CFR 200.313(c)(i) &(ii)
   c. Management Requirements: Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum meet with following requirements: 1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including FAIN), who hold title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. 2) a physical inventory of the property must be taken and the results reconciled with the property records at least once every two years. 3) The Requesting Department along with the Property Inventory Clerk should ensure that equipment is part of the control system to ensure adequate safeguards to prevent loss, damage, or theft of the property as set forth in Chapter 12 of the Policy. Any loss, damage or theft must be investigated. 4) The Requesting Department should ensure that adequate maintenance procedure is performed to keep the property in good condition. 5) The County shall follow the process as outlined in Chapter 12 and below to ensure the highest possible return.

i. The Requesting Department shall coordinate with the Property Inventory Clerk to provide information as needed for their records and to maintain information and comply with the above requirements.

d. Disposition: When the original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by the Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the County must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instruction:

1) Items of equipment with a current per unit fair market value of $5,000.00 or less may be retained, sold, or otherwise disposed of with no further obligation to the Federal awarding agency.

2) Except as provided in §200.312 Federally-owed and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, item of equipment with a current per-unit fair market value in excess of $5,000 may be retained by the County or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of the participation in the cost of the original purchase. If the equipment if sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share $500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

3) The County may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the County must be entitled to compensation for its attributable percentage of the current fair market value of the property.

4) In cases where County fails to take appropriate actions, the Federal awarding agency may direct the County to take disposition actions.

CHAPTER 15—ACCEPTANCE OF PAYMENT CARDS

The Monroe County Policy and Procedures for Acceptance of Payment Card establishes detailed procedures and policies which control the acceptance of payment cards. The Policy and Procedures are to be followed and is attached hereto as ***C.1.***

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) flash drive or email 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: _____ or
   Asst. County Administrator or County Admin. Approval:_____ Date: _____
   (if emergency Asst. County Administrator or County Administrator must approve as per chapter 7 D. Previously Approved Projects) and
   Department Director Approval: _____ Date: _____

2. 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:_____

3. Require vendors to submit 1 signed original of their bid (minimum required) or as specified below.

4. Contact person/phone # for questions regarding specifications: _____

5. Advertising expenses are to be charged against account: _____

6. Notice to run 21 30 45 60 (circle one) or _____ days prior to bid opening.

7. To add "supplemental suppliers" please provide company name and email address (attach list if more than one or more room needed).

8. In addition to the 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) Flash Drive or email to omb-purchasing@monroecounty-fl.gov

Revised BOCC 7/17/19

ATTACHMENT B.

(Sample Form)

NOTICE OF REQUEST FOR COMPETITIVE SOLICITATIONS

NOTICE IS HEREBY GIVEN that on May **10, 2018 at 3:00 P.M.** the Monroe County Purchasing Office will receive and open sealed responses for the following:

KEY LARGO II ROADWAY AND DRAINAGE IMPROVEMENT PROJECT MONROE COUNTY, FLORIDA

Pursuant to F.S. 50.0211(3)(a), all published competitive solicitation notices can be viewed at www.floridapublicnotices.com, a searchable statewide repository for all published legal notices. Requirements for submission and the selection criteria may be requested from DemandStar by Onvia at **www.demandstar.com** OR **www.monroecountybids.com**. 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
Citizen Mon., 03/26/18 & 04/02/18
News Barometer
Keys Weekly
(please note that as per F.S. 336.44 publication at least once each week for 2 consecutive weeks is required for road projects. Consult with the reviewing county attorney for specific advertising requirements.)

ATTACHMENT B.1.

APPROVAL TO ISSUE ADDENDUM

All addenda to a request for sealed competitive solicitations must be available for viewing on Demandstar no later than five (5) days prior to the advertised opening (not counting the day of the opening) and/or in compliance with any other applicable requirements. Addenda shall clearly point out any addition or change to the specifications.

It is the responsibility of the Requesting Department Director to ensure that all addenda is reviewed and approved by legal prior to submission to Purchasing.

All addenda must be accompanied by this *Approval to Issue Addendum* form which must be executed by the reviewing County Attorney or Assistant County Attorney and the Requesting Department Director (as applicable) or their designee PRIOR to submission to Purchasing for approval and execution by the Purchasing Director or designee. Addenda received by Purchasing without this form or without proper execution will be returned to the Requesting Department Director.

_____ _____
County Attorney or Assistant County Attorney **Date**

_____ _____
Department Director (or designee) **Date**

_____ _____
Purchasing Director (or designee) **Date**

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

ATTACHMENT B.2.

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: _____ DATE: _____
Signature

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:

_____ DATE: _____
Signature

_____
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 and BOCC appointed County representatives as approved by BOCC resolution 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 must attend training and sign the Cardholder Agreement form confirming that he/she has been fully trained and understands and will abide by all policies and procedures prior to receiving 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 Purchasing Card Training Manual 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 $4,999.99 at the Director Level and $2,499.99 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 and internet 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 internet 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 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 received by the Cardholder.

2.5.5. To ensure prompt delivery of items ordered by telephone or by internet, provide the merchant with the appropriate County

Business Address for delivery. Do not use a Personal "Ship To" address.

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 travel, transportation and other 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.
2.7.4. Airline related expenses, e.g. tickets and baggage check-in fees. (**If purchasing airline tickets in advance, you must submit an advance travel voucher in addition to the Daily Purchase Report. Upon return from travel, Cardholder must complete and submit a final travel along with supporting documentation to the Purchasing Card Administrator for them to be able to close out any travel advances made.)**
2.7.5 Rental vehicles and related expenses e.g. toll charges and fuel expenses
2.7.6 Non-Ethanol fuel for Marine Boating Resources

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 receipt, which will become the accounting document.

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 cost center and 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 three (3) 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. CARD USAGE DURING DISASTER EVENT

7.1 During Hurricane season or other disasters, the Purchasing Card Program Administrator may increase the monthly limit for selected Cardholders. The Purchasing Card Program Administrator will update the accounts in the Bank's online program to reflect the increased spending limits. Once the emergency situation is over, the Purchasing Cards will be returned to the previously approved spending limits by updating the accounts in the Bank's online program.

8. 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.

9. LOST OR STOLEN PURCHASING CARDS

9.1. 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.

9.2. **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) 292-4467.

9.3. 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.

10. EMPLOYEE TERMINATION/TRANSFER

10.1 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.

10.2. Transfer of an employee within their Department – If a Cardholder is transferred within 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 From, thereby eliminating the need for issuing a new Purchase Card.

10.3. 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.

10.4. 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.

11. AUDITS/REVIEWS

11.1. The Card Program Administrator may randomly review Card activity usage and receipt retention for compliance.

11.2. The Clerk's office may conduct random audits on card activity usage, receipt retention, reconciliations, and compliance, etc.

12. 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.

13. 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.

14. 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 internet 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.
    - Fuel (except for rental vehicles while on County Business)
    - 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 26th day of each month and ends the 25th 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:

_____

_____

_____

_____	_____
COUNTYADMINISTRATOR / 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

TRAINING ACKNOWLEGEMENT
&
CARDHOLDER AGREEMENT

I acknowledge having received Purchasing Card Training and agree to use the 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 Training Manual and the Monroe County Purchasing Card Polices & 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 prohibited 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 email or facsimile to the issuing bank and with a copy to my Department Director and the Purchasing Card 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, Account Manager
850-561-5921 Fax: 850-561-1965

Cardholder Customer Service: 888-449-2273 Fax: 757-823-7473

Cardholder: _____
TYPE OR PRINT NAME

Signature: _____

Date: _____

Department: _____

Phone Number: _____

cc: Cardholder

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

DAILY PURCHASE CARD PURCHASE REPORT

Cardholder (Type Name) Statement for the Month of:

Date	Receipt Inv. # *Attached	Description of Purchase	Merchant's Name	Dollar Amount of Purchase	Dispute(d)/ Credit (c)	Cost Center/Account #

Department Director: Department Ext.

***REMEMBER TO ATTACH ALL RECEIPTS (PURCHASE AND CREDIT).**

Cardholder's Signature:
Director's Signature for Approval:

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 $ _____

_____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. I am still in possession of my card.

_____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:	$

ATTACHMENT C.1

MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS
POLICY & PROCEDURES FOR ACCEPTANCE OF PAYMENT CARDS

I. BACKGROUND

Acceptance of credit and debit cards (herein referred to as payment cards) as a payment method has become universal within both the private and public sectors. Many governments now accept cards for taxes, fines, user charges and fees. For a fee, a payment card processing service provider works with a government entity to accept and process payment card payments.

Benefits to accepting payment cards include:

- Enhanced customer service and convenience.
- Increased certainty of collection.
- Accelerated payments and the availability of funds.
- Improved audit trail.
- Reduced cashiering costs.
- Improved overall cash flow and forecasting.
- Lessened delinquencies.
- Reduced return check processing costs.
- Reduced collection costs.

The Payment Card Industry, also known as PCI, is made up of the major credit card companies (e.g., VISA, Master Card, Discover and other major card issuers). PCI has established for merchants accepting payment cards for payment of goods and services important and stringent security requirements to protect credit card data. These are called the PCI Data Security Standards or "PCI-DSS." These standards include controls for handling and restricting credit card information, computer and internet security, and reporting of a breach of credit card information.

II. PURPOSE

The purpose of this policy is to establish for authorized Monroe County departments business processes and procedures for accepting payment cards that will minimize the County's risk and provide the greatest value, security of data, and availability of services to each county customer within the rules and regulations established by PCI and articulated in PCI-DSS. Additionally, these processes are intended to ensure that payment card acceptance procedures are appropriately integrated with the County's business processes and automated systems.

In response to increasing incidents of identity theft, PCI created the PCI-DSS to help prevent theft of customer data. PCI-DSS applies to all entities that accept payment cards to procure goods or services. Compliance with this standard is enforced by PCI through guidelines and self-assessment for smaller volume participants and through validated on-site inspection for larger volume participants.

Following PCI guidelines positions providers to effectively safeguard this data – however it is often discovered after a security breach has occurred that the company/entity breached had been deficient in at least one section of their PCI audit review.

Security breaches can result in serious consequences for Monroe County, including release of confidential information, damage to reputation, the assessment of substantial fines, possible legal liability and the potential loss of the ability to accept payment card and eCommerce payments.

III. DEFINITIONS

Cardholder: The customer to whom a payment card has been issued or the individual authorized to use the card.

Cardholder Data: All personally identifiable data about the cardholder (i.e., account number, expiration date, cardholder name.)

Cashiering Services: Monroe County department that approves all third-party service providers and coordinates the policies and procedures for accepting payment cards.

Encryption: The process of converting information into an unintelligible form to anyone except holders of a specific cryptographic key. Use of encryption protects information between the encryption process and the decryption process against unauthorized disclosure.

Merchant Department: For the purposes of the PCI-DSS and this policy, a merchant department is defined as a Monroe County department that is authorized to accept payment cards as payment for goods and/or services provided by Monroe County.

Merchant Department Responsible Person (MDRP): A designated employee within each Monroe County Merchant Department who has primary authority and responsibility for payment card and eCommerce transaction processing within that department.

Payment Card: Any payment card/device that bears the logo of Discover Financial Services, MasterCard Worldwide, or VISA, Inc. or other major credit card issuer.

Payment Card Account Change: Any change in the payment account including, but not limited to:

- the use of existing payment card accounts for new purposes;
- the alternation of business processes that involve payment card processing activities;
- the addition or alteration of payment systems;
- the addition or alternation of relationships with third-party payment card service providers, and
- the addition or alternation of payment card processing technologies or channel

Payment Card Industry (PCI)-Data Security Standard (DSS): A multi-faceted security standard that includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures.

Self-Assessment: The PCI Self-Assessment Questionnaire (SAQ) is a validation tool that is primarily used by merchants to demonstrate compliance to the PCI-DSS.

Sensitive Authentication Data: Security-related information (card validation codes/values, full magnetic-stripe data, or personal identification number (PIN)) used to authenticate cardholders, appearing in plain-text or otherwise unprotected form.

IV. APPLICABILITY

This policy applies to all Monroe County employees, contractors, consultants or agents who, in the course of doing business on behalf of the County, accept, process, transmit, or otherwise handle cardholder information in physical or electronic format.

This policy applies to all County departments and administrative areas which accept payment cards regardless of whether revenue is deposited in a County financial account.

V. ACCEPTABLE PAYMENT CARDS

Monroe County Board of County Commissioners accepts VISA, MasterCard, Discover cards and has negotiated contracts for processing payment card transactions.

VI. PROHIBITED PAYMENT CARD ACTIVITIES

Monroe County prohibits certain credit card activities that include, but are not limited to:

- Accepting payment cards for cash advances.
- Discounting a good or service based on the method of payment.
- Adding a surcharge or additional fee to payment card transactions, except for payment card fees as allowed by F.S. 215.322 and as set forth in more detail below
- Using a paper imprinting machine unless specifically authorized by County management.

No Monroe County employee, contractor or agent who obtains access to payment card or other personal payment information in the course of conducting business on behalf of the County may sell, purchase, provide, share, or exchange said information in any form including but not limited to imprinted sales slips, copies of imprinted sales slips, mailing lists, tapes, or other media obtained by reason of a card transaction to any third party other than to the County's depository bank, Visa, MasterCard or other credit card company, or pursuant to a government request.

VII. PAYMENT CARD FEES

Each transaction will have 2 sales slips; one slip will be for the County charge and one slip will be for the associated fee charged by the credit card company. The fees will not be recorded in Monroe County's general ledger but will be sent directly to the County's merchant services provider.

VIII. REFUNDS

When a good or service is purchased using a payment card and a refund is necessary, the refund must be credited back to the account that was originally charged. Refunds in excess of the original sale amount or cash refunds are prohibited. The associated fee charged by the credit card company is non-refundable. There is no fee charged by the credit card company for refunds.

IX. CHARGEBACKS

Occasionally a customer will dispute a payment card transaction, ultimately leading to a chargeback. In the case of a chargeback, the County department initiating the transaction is responsible for notifying the Monroe County Clerk's Finance Department and for providing appropriate supporting documentation.

X. MAINTAINING SECURITY

- County departments and administrative areas accepting payment cards on behalf of the County are subject to the PCI-DSS.
- The County prohibits the transmission of cardholder data or sensitive authentication data via email or unsealed envelopes through County inter-departmental mail as these are not secure.
- The County requires that all external services providers that handle payment card information be PCI compliant.
- The County restricts access to cardholder data to those with a business "need to know."
- For electronic media, cardholder data **shall not** be stored on servers, local hard drives, or external (removable) media including floppy discs, CDs or thumb (flash) drives unless encrypted and otherwise in full compliance with PCI DSS.
- For paper media, cardholder data shall not be stored unless approved for legitimate business purposes.

XI. RESPONSIBILITIES

Merchant Department Responsible Persons (MDRPs) are responsible for:

- Executing on behalf of the relevant County Department, **Payment Card Account Acquisition or Change Procedures**.
- Ensuring that County employees (including the MDRP), contractors and agents with access to payment card data within the respective County department acknowledge in writing that they have read and understood this Policy.
- Ensuring that all payment card data collected by authorized County departments accepted in the course of performing County business, regardless of whether the data is stored physically or

electronically, is secured. Data is considered to be secured only if all of the following criteria are met:

- Only those with a "need-to-know" are granted access to payment card and electronic payment data;
- Email should not be used to transmit credit card or personal payment information. If it should be necessary to transmit credit card information via email only the last four digits of the credit card number can be displayed;
- Credit card or personal information is never downloaded onto any portable devices or media such as USB flash drives, compact disks, laptop computers or personal digital assistants;
- Fax transmissions (both sending and receiving) of credit card and electronic payment information occurs using only fax machines which are attended by those individuals who must have contact with payment card data to do their jobs;
- The processing and storage of personally identifiable credit card or payment information on County computers and servers is prohibited;
- Only secure communication protocols and/or encrypted connections to the authorized vendor are used during the processing of payment card transactions;
- The three or four digit validation code printed on the payment card is **never** stored in any form;
- The full contents of any track data from the magnetic stripe are **never** stored in any form;
- The personal identification number (PIN) or encrypted PIN block are **never** stored in any form;
- The primary account number (PAN) is rendered unreadable anywhere it is stored;
- All but the last four digits of any credit card account number are masked when it is necessary to display credit card data;
- All media containing payment card or personal payment data is retained no longer than a maximum of six (6) months and then destroyed or rendered unreadable; and
- Notifying the Monroe County Information Technology Department in the event of suspected or confirmed loss of cardholder data. Details of any suspected or confirmed breach should not be disclosed in any email correspondence.

Information Technology Department shall regularly monitor and test the County network and coordinate the County's compliance with the PCI Standard's technical requirements and verify the security controls of systems authorized to process credit cards.

The Information Technology Director shall ensure that Monroe County maintains currency with the requirements of the PCI-DSS and related requirements to ensure that this policy remains current and shall coordinate and lead the County's response to a security breach involving cardholder data.

The Monroe County Clerk's Finance Department shall coordinate with the respective County Departments authorized to accept payment cards to:

- Provide training to ensure that County departments are trained in accepting and processing payment cards in compliance with this policy;
- Work with external vendors and coordinate payment card policies, standards, and procedures;
- Serve as liaison between the bank and the merchant services' provider for Payment Card account acquisition or change procedures; and
- Review and modify the Application for Payment Card Account Acquisition or Change as necessary.

XII. RESPONDING TO A SECURITY BREACH

In the event of an actual, possible, or suspected breach, the County department must:

- Prevent any further access to or alteration of the compromised system(s) (e.g., do not log on at the machine and/or change passwords);
- Do not switch off the compromised machine. Instead, isolate the compromised system(s) from the network by unplugging the network connection cable;
- Preserve logs and electronic evidence;
- Contact the County's Information Technology Department and the Clerk's Finance Department immediately for further direction; and
- Log all actions taken.

XIII. APPROVAL FOR PAYMENT CARD PROCESSING OR CHANGE PROCEDURES

To receive authorization to accept payment cards or change a payment card processing, the MDRP must submit an Application for Accepting Payment Cards or Change Payment Card Authorization to the Monroe County Clerk's Finance Department. The application must be signed by the MDRP and the appropriate Assistant County Administrator.

XIV. SANCTIONS

The County Administrator may suspend credit card account privileges of any department or administrative unit not in compliance with this policy or that places the County at risk.

Any department or administrative unit engaged in payment card activities will be responsible for any financial loss due to inadequate internal controls or negligence in adhering to the PCI-DSS.

XV. TRAINING

Employees who are expected to be given access to cardholder data shall be required to complete upon hire, and at least annually thereafter, security awareness training focused on cardholder data security. Employees shall be required to acknowledge at least annually that they have received training, understand cardholder security requirements, and agree to comply with these requirements. The Assistant County Administrator or MDRP may require employees to attend additional training as needed.

ATTACHMENT D.

FORMS:

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

7.a **Change Order Attachment**

8. **Public Entity Crime Statement**
9. **Sworn Statement Under Ordinance No. 010-1990 Monroe County, Florida**
10. **Non-Collusion Affidavit**
11. **Drug-free Workplace Form**
12. **Vendor Certification Regarding Scrutinized Companies Lists**

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 or electronic to Purchasing. Price reasonableness documentation is required to be maintained by the Requesting Department.	
$5,000.01 - $9,999.99	Department Director or their designees. Request to Purchase form along with documentation of price reasonableness justification is required to be submitted as documented by the Requesting Departments.	
$10,000.00 - $19,999.99	Department Director only for purchases of $10,000.01 and above. (Designee allowed for purchases up to $10,000.00 only). Request to Purchase form along with three (3) or more price quotes as documented by Requesting Departments.	
$20,000.00- $49,999.99	Request to Purchase form along with three (3) or more price quotes. Requesting Department will solicit quotes.	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: _____ Approved By: _____
Department Director County Administrator
Assistant County Administrator
Purchasing Director

PURCHASING USE ONLY:

Data received & sent to Finance

( ) _____ _____ Purchasing Section
Initials Date

MONROE COUNTY BUDGET & FINANCE
PURCHASING DEPARTMENT
PH: 305-292-4453 FAX: 305-292-4515

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: _____

Revised BOCC 3/15/17

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 $19,999.99	Signature _____	Date _____
$20,000.00 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.

ATTACHMENT D.4

MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS
VENDOR REQUEST FORM

FOR FINANCE OFFICE USE ONLY
VENDOR #: _____
POSTED BY: _____
DATE: _____

VENDOR REQUEST FORM MUST BE ACCOMPANIED BY
W-9 FORM COMPLETED & SIGNED BY THE VENDOR
Form W-9: https://www.irs.gov/pub/irs-pdf/fw9.pdf
(NOTE: Form W-8 must be completed for foreign corporations - https://www.irs.gov/pub/irs-pdf/iw8.pdf)

☐ **New Vendor** ☐ **Change Vendor Information**

Vendor Name: _____

Search Name/Abbrev: _____

Street Address: _____

P.O. Box: _____

City/State/Zip: _____

Phone: _____ Email: _____

Vendor Remittance Name and Address (*if different from above*)

Vendor Name: _____

Street Address: _____ P.O. Box: _____

City/State/Zip: _____

Contact Name: _____ Contact Phone: _____

Tax ID Number or SSN: _____

1099 Required? ☐ Yes ☐ No

FAX Number: _____

Email: _____

If **Yes**, please check 1099 Type:
- ☐ A Attorneys
- ☐ M Medical/Healthcare Payments
- ☐ N Non-Employee Compensation
- ☐ O Other Income
- ☐ R Rentals

Purpose of New Vendor:

Requested By: _____ Dept: _____ Date: _____

Signature of Requestor: _____

Please Return the Completed Form & W-9 to the Clerk's Office
via AP@monroe-clerk.com or via Courier STOP 8

MCCFINBOCC-004 (10.17.2019)

Revised BOCC 3/18/2020

ATTACHMENT D.5

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: $
(must be less than $50,000)

Current Year Portion: $
(If multiyear agreement then requires BOCC approval, unless the total cumulative amount is less than $50,000.00).

Budgeted? Yes☐ No ☐ Account Codes: ___-___-___-___-
Grant: $ _____ ___-___-___-___-
County Match: $ _____ ___-___-___-___-
___-___-___-___-

ADDITIONAL COSTS

Estimated Ongoing Costs: $___/yr For: _____
(Not included in dollar value above) (e.g. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date In
Department Head		Yes☐ No☐		
County Attorney		Yes☐ No☐		
Risk Management		Yes☐ No☐		
O.M.B./Purchasing		Yes☐ No☐		

Comments: _____

Revised BOCC 3/18/2020

ATTACHMENT D.6

COUNTY ADMINISTRATOR
CONTRACT RENEWAL FORM FOR CONTRACTS LESS THAN $50,000.00

Contract with: Contract #

Renewal Date:

Expiration Date:

Contract Renewal Notes:

FAILURE TO MEET ONE OR MORE OF THE CONDITIONS SET FORTH BELOW WILL REQUIRE APPROVAL BY THE BOCC

☐The BOCC approved agreement provided for a renewal subject to the terms and conditions set forth in in the initial contract.

☐The Contractor has performed in a satisfactory manner and the contract manager has verified satisfactory performance

☐ The Contractor has requested and agrees to renewal (renewal agreement should first be signed by Contractor)

☐ The renewal period is set forth in the BOCC approved agreement

☐ The total cumulative value, including any Consumer Price Index (CPI) increase, of the renewal is less than $50,000.00

The following Contract Manager has verified that the above conditions have been met.

Contract Manager: _____ _____ _____

(Name) (Ext.) (Department/Stop #)

Revised BOCC 7/17/19

ATTACHMENT D.7

MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT CONTRACT CHANGE ORDER

PROJECT TITLE:

CHANGE ORDER NO: #
INITIATION DATE: (date requested)
CONTRACT DATE: (date executed)

TO CONTRACTOR:

The Contract is changed as follows: (use underlining only – no highlighting or deletion)

The original (Contract Sum) (Guaranteed Maximum Price) …….……..$
Net change by previously authorized Change Orders…….……..$
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was …….$
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order ……....$
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is …....$
The Contract Time will be (increased) (decreased) (unchanged) by…… # of Days
The date of Substantial Completion as of the date of this Change Order is……(new date)

Detailed description of change order and justification:

Justification here. If a time change: show original and new substantial completion dates.

Change order is 0 % of original contract price

Not valid until signed by Owner, Architect (if applicable), and Contractor

ARCHITECT: _____
Sign & Print Name Date

CONTRACTOR: _____
Sign & Print Name Date

DEPARTMENT DIRECTOR: _____
Sign & Print Name Date

COUNTY/ASSISTANT ADMINISTRATOR: _____
Sign & Print Name Date

Revised BOCC 3/18/2020

ATTACHMENT D.7a

Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☐ No ☐

  If Yes, explanation:

- Change Order was included in the original specifications. Yes ☐ No ☐

  If Yes, explanation of increase in price:

- Change Order exceeds $50,000 or 5% of contract price (whichever is greater). Yes ☐ No ☐

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project architect approves the change order. Yes ☐ No ☐

  If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐No ☐

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☐

  Explain:

Revised BOCC 3/18/2020

ATTACHMENT D.8

PUBLIC ENTITY CRIME STATEMENT

"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 on a contract to provide any goods or services to a public entity, may not submit a bid 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 CONTRACTOR 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."

I have read the above and state that neither _____ (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

_____
(Signature)

Date: _____

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, on _____ (date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

_____
NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT D.9

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

"_____"
(Company)

"…warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement 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."

_____
(Signature)

Date: _____

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, on _____ (date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

_____
NOTARY PUBLIC

My Commission Expires: _____

Revised BOCC 3/18/2020

ATTACHMENT D.10

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____ according to law on my oath, and under penalty of perjury, depose and say that

a. I am _____ of the firm of _____ the bidder making the Proposal for the project described in the Request for Proposals for _____ and that I executed the said proposal with full authority to do so;

b. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

c. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

d. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

e. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

_____
(Signature)

Date: _____

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, on _____ (date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

_____
NOTARY PUBLIC

My Commission Expires: _____

Revised BOCC 3/18/2020

ATTACHMENT D.11

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

_____
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
(Signature)

Date: _____

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, on _____ (date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

_____
NOTARY PUBLIC

My Commission Expires: _____

Revised BOCC 3/18/2020

ATTACHMENT D.12

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s):_____

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the County may be terminated, at the option of the County, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

Certified By: _____, who is authorized to sign on behalf of the above referenced company.

Authorized Signature:_____

Print Name:_____

Title:_____

Note: The List are available at the following Department of Management Services Site:
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

Revised BOCC 3/18/2020

FEDERAL FORMS TO BE USED WHEN FEDERAL FUNDS ARE UTILIZED OR EXPECTED TO BE UTILIZED AS SET FORTH IN CHAPTER 14

ATTACHMENT E.1

Monroe County Procurement Form
(For all Purchasing $10,000.00 or more)

Requirement (good/services to be procured):

_____
_____
_____

If brand name or equal salient characteristics are: _____
_____
_____

Market Research:

Research Method:

☐Internet (_____)
☐Prior procurement files (_____)
☐Personal Knowledge of Local Trade Area (_____)
☐Other (_____)

Potential Sources:

_____ _____
_____ _____

Estimated Purchase Price: $_____

Additional Considerations:	Considered	Notes:
Federal Surplus Property	☐	
Aggregates or Break Up Purchase	☐	
Lease vs. Purchase	☐	

Planned/Expected Contract Type:

☐Fixed Price (including fixed price per unit)
☐Cost Reimbursement plus fixed/fee/profit
☐Other:_____

Notes: cost plus percentage-of-cost is prohibited; time and material has restrictions (See §200.318 (j)(1)

ATTACHMENT E.1

Monroe County Procurement Form
(For all Purchasing $10,000.00 or more)

Procurement Method:

☐Small Purchase Procedure ($10,000.00 Up to $49,999.99) ☐Written Solicitation of Price Quotes (Please include) ☐Oral Solicitation of Price Quotes (attach documentation noting oral price quotes) Vendor contact information/Price quoted _____ _____ _____	☐Sole Source $10,000.00 or more Noncompetitive-proposals Justification (refer to Chapter 14/2 CFR 200.320(f): _____ _____ _____

Notification/Publication Plan:

N/A if Micro-Purchase; Must be formally publicized if "estimated Purchase Price" is in excess of $50,000.

_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title/Department	_____ Title/OMB Department

Updated 7/18/18

ATTACHMENT E.2

Monroe County Procurement Form
(For all Federal Competitive Solicitations of $50,000.00 or more)

Solicitation Issue Date:_____

Requirement (goods/services to be procured):_____
_____
_____

Responses/Bids/Offerors Received:

Name	Date Received/Bid opening	Date Checked in SAM/DMS/etc. as per Entity Checklist (Attachment E.3)

Selected Firm/Person/Entity/Company:_____

Selection Rationale: The bid/Proposal was most advantageous to the County, price and other factors considered because _____
_____
_____
_____

Price Reasonableness Assessment:
_____
_____
_____

☐Bonding Requirements are included: 5% of the bid price and Performance Bond of 100% of the contract price and Payment bond of 100% of contract price.
**Rationale should be Consistent with RFPs stated evaluation factors*
**Rational should be consistent with Written Evaluation Plan*

_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title/Department	Title/ OMB Department

ATTACHMENT E.3

Debarred, Suspended or Ineligible Entity Checklist

Entity Name: _____

Federal/State Funding Agency: _____

Federal/State Funding Program: _____

Federal Excluded Parties List System (EPLS) :	Yes ☐
SAM.gov	No ☐
State Convicted/Suspended/Discriminatory/Complaints Vendor Lists:	Yes ☐
dms.myflorida/com	No ☐
US DHHS List of Excluded Individuals and Entities (LEIE):	Yes ☐
Exclusions/oig.hhs.gov	No ☐

Verified By:

_____ _____
Signature Date

_____ _____
Printed Name Contract/Grant Manager

_____
Title, Department

Reviewed By:

_____
Signature

_____
Printed Name

_____
Title/OMB Department

Disaster Request for Purchase ATTACHMENT E.4

Date of Request:	Requester Name: Requester Signature: Additional Approval:
Requester Phone:	Requester Email:
Requesting Department:	Vendor Name/Vendor Number:
Incident Name:	
Request:	
Reason for Request--how was this caused by the incident?	
Type of purchase: _____Replenish Stock _____New Items/Materials _____ Insurance Claim Claim #_____ _____Repair Work _____ Replacement due to damage (Include copy of all claim-related documents)	
Where are the items/materials/goods/services being used?	
What is the location of the repair or replacement work?	
If repair or replacement, is this temporary or permanent? _____Temporary ____Permanent	Priority: _____Low _____Routine _____Urgent

Order Details:

Qty	Item Description	Cost per Unit	Total Expense
		Total Cost:	

Please attach the required three quotes on purchases $10,000 or greater.
This request for purchase must be approved before submitting to BOCC for contract approval. Use this coding for the Agenda Item: Fund/Cost Center _____ Account _____ Project _____ Project Account _____

OMB Purchasing Approval: _____ Disaster Tracking #_____

Updated 3/18/20

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
DISASTER AUDIT SLIP ATTACHMENT E.5

Vendor Name _____ Vendor Number _____

Invoice #_____ Invoice Date_____ Invoice Amount $_____

Requester Name _____ Requester Department _____ Incident Name_____

How was this caused by the disaster?_____

_____

_____

Type of purchase:_____Replenish Stock ___New Items/Materials ___Repair Work ___Replacement due to damage

What is the location (Address and Facility Name) of the repair or replacement work or where the items/materials will be used? If this is relating to a vehicle, include the County Vehicle ID and VIN.

_____

If repair or replacement, is this temporary or permanent? ___Temporary ___Permanent

Has an insurance claim been filed? If yes, what is the claim number? _____

Priority: ___ Low ___Routine ___Urgent Disaster Tracking Number _____

Fund / Cost Ctr	**Account #**	**Project #**	**Project Acct #**	**Amount**
_____- _____	_____	_____	_____	$_____
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 $19,999.99	Signature _____	Date _____
$20,000.00 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.

Revised 3/18/20

Minority Owned Business Declaration

_____, a sub-contractor engaged by Monroe County during the completion of work associated with the below indicated project

(Check one)

_____ is a minority business enterprise, as defined in Section 288.703, Florida Statutes

or

_____ is not a minority business enterprise, as defined in Section 288.703, Florida Statutes.

F.S. 288.703(3) "Minority business enterprise" means any small business concern as defined in subsection (6)(see below) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51-percent-owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender makeup or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an underrepresentation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a nonminority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds $1 million. For purposes of this subsection, the term "related immediate family group" means one or more children under 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.

F.S 288.703(6) "Small business" means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than $5 million or any firm based in this state which has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the $5 million net worth requirement shall include both personal and business investments.

Contractor may refer to F.S. 288.703 for more information.

Contractor	Sub-Recipient: Monroe County
_____	_____
Signature	Signature
Print Name: _____	Printed Name: _____
Title:_____	Title/ OMB Department:_____
	Verified via: https://osd.dms.myflorida.com/directories
Address:_____	DEM Contract:
City/State/Zip_____	
Date:_____	FEMA Project Number:_____

Exhibit A
Sample 1--Notice of Intended Decision for Construction Bids

February 14, 2013

To: All Bidders

Re: Notice of Intent to Award a Contract
Watson Bridge Repair Project

To Whom it May Concern:

This letter will serve as notice of Monroe County's intent to award a contract to _____, the lowest responsible bidder for the Watson Bridge Repair Project at the _____2014 Board of County Commissioner's Meeting.

Construction bids for the _____Project were received by the Monroe County Purchasing Department on _____2014.

Sincerely,

Judith S. Clarke, P.E.
Director of Engineering Services

Exhibit A
Sample 2--Notice of Intended Decision for RFPs & RFQs

To: All Respondents

Re: Notice of Intent to Negotiate a Contract
Request for Competitive Solicitations for the Asphalt Pavement Evaluation and Management Services (RFP)

Or

Notice of Intent to Negotiate a Contract
Request for Competitive Solicitations for Engineering Design and Permitting Services for the Card Sound Bridge Repair Project (RFQ)

To Whom it May Concern:

This letter will serve as notice of Monroe County's intent to negotiate a contract with _____, the highest ranked respondent, for Engineering Design and Permitting Services for the Card Sound Bridge Project at the March 20, 2013 Board of County Commissioner's Meeting.

Proposal responses for the Engineering Design and Permitting Services for the Card Sound Bridge Project were received by the Monroe County Purchasing Department on March 1, 2013.

Sincerely,

Judith S. Clarke, P.E.
Director of Engineering Services