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VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT  
PURCHASING PROCEDURE MANUAL

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September 2024

# Table of Contents

- I. INTRODUCTION .....4
- II. PURPOSE.....4
- III. CODE OF ETHICS AND CONDUCT.....4
- IV. DUTIES AND RESPONSIBILITIES.....4
  - A. Purchasing Division .....4
  - B. District Departments .....5
- V. GENERAL PURCHASING PROCEDURES & PROCESS .....5
  - A. Purchasing Procedures.....5
  - B. Purchasing Process .....6
- VI. PURCHASING REQUISITIONS.....7
  - A. Authorization and Documentation Requirements .....8
  - B. Appropriations .....8
  - C. Aggregate Purchases .....8
  - D. Authorization and Documentation Exceptions.....8
  - E. Requisition Exemption List –.....9
  - F. Purchase Requisition Procedures using Electronic BS&A Financial Management Software.....9
- VII. PURCHASE ORDERS .....10
- VIII. PURCHASE ORDER CHANGE ORDER .....10
- IX. PURCHASING CARDS .....10
- X. PURCHASE REQUIREMENTS FOR INFORMATION TECHNOLOGY SERVICES.....11
- XI. SOLE SOURCE & SINGLE SOURCE STANDARDIZED PURCHASES .....11
- XII. PIGGYBACK AGREEMENTS.....14
- XIII. UTILIZATION OF COOPERATIVE/CONSORTIUM AGREEMENTS.....15
- XIV. FORMAL SOLICITATIONS .....16
  - A. Requesting a Formal Solicitation .....16
  - B. Types of Formal Solicitations .....17
  - D. Formal Solicitation Procedures .....19
  - E. Payment & Performance Bonds and Sureties.....22
  - F. Warranties .....23
  - G. Formal Solicitation Protest Procedures .....23
  - H. Public Record Exceptions for Formal Solicitations .....23
  - I. Selection Committee Policies and Procedures .....24
  - J. Selection Committee Process .....25

XV. AGREEMENTS.....26

- A. Renewals and Automatic Renewals .....26
- B. Amendments .....27
- C. Termination of Agreements .....27
- D. Prohibitions to Agreements.....27

XVI. TECHNOLOGY PURCHASES .....27

- A. Computer Hardware and Software.....27
- B. New Technological Equipment.....27

XVII. VENDOR INFORMATION .....27

- A. Suspension and Debarment.....27
- B. Vendor Requirements.....28
- C. Vendor Ethics.....28
- D. No Consideration of Social, Political, or Ideological Interests .....29
- E. Affidavit Regarding the Use of Coercion for Labor and Services .....29
- F. E-Verify .....29
- G. Compliance With Section 20.055, Florida Statutes.....29
- H. Scrutinized Companies Statement.....29
- I. Certificate of Insurance (COI).....30

XVIII. TAX EXEMPTION INFORMATION.....34

## **I. INTRODUCTION**

The Village Center Community Development District (the “VCCDD”) has adopted this Purchasing Procedure Manual (the “Manual”) to establish uniform standard operating procedures consistent with VCCDD’s Purchasing Policy and Rule. It is intended that the Manual contain the “Procedures” described in the Purchasing Policy and Rule. VCCDD has been engaged to provide management services for certain other special districts (collectively referred to, along with VCCDD, as the “Districts”). Each District has designated the VCCDD Purchasing Director to coordinate its purchasing activities; it is intended that the Manual is consistent with and will implement the Purchasing Policy and Rule of all Districts. The Manual is intended to ensure ethical and effective procurement of goods and services; to promote efficiency, economy, and fair and open competition; and to reduce the appearance or opportunity for favoritism or impropriety and inspire public confidence that District purchases and contracts are awarded equitably. Effective and ethical procurement requires a system of uniform procedures, utilized by all personnel, regulating procurement activities, contract management, and the resulting expenditure of funds. VCCDD staff shall abide by, uphold, and adhere to the Manual and guard against the misuse or misinterpretation of the same.

**EXCEPT WHERE PROHIBITED BY LAW OR A RULE OF THE APPLICABLE DISTRICT, A DISTRICT BOARD MAY WAIVE, BY AN AFFIRMATIVE VOTE OF SUCH BOARD, ANY PROVISION OF THE MANUAL AT ANY TIME.**

## **II. PURPOSE**

The Purpose of the Purchasing Division (the “Division”) of VCCDD is to provide fair and equitable treatment of all persons involved in public purchasing by the Districts and to implement consistent contractual services and procurement policies, rules, procedures and forms for all Departments. Therefore, the Division shall provide procurement services to the Districts and Departments at the appropriate quality and quantity in a timely manner and at the least cost to the residents while maintaining a procurement system of quality and integrity.

## **III. CODE OF ETHICS AND CONDUCT**

The Division personnel believe in the dignity of the office and the value of the services rendered by their governmental agency. The Division strives to maintain high standards of ethics and conduct. Public procurement officials are required to maintain complete independence and impartiality when dealing with vendors, both in fact and in appearance, to preserve the integrity of the competitive process and to ensure public confidence that purchase orders and agreements are awarded equitably and economically. Florida Statute (F.S.) Chapter 112, Part III, Code of Ethics for Public Officers, and Employees (the “Ethics Code”) governs ethics and conduct relative to purchasing and is included by reference in the Manual.

## **IV. DUTIES AND RESPONSIBILITIES**

### **A. Purchasing Division**

1. The Division is responsible for developing and administering the purchasing program for the Districts.
2. The Division assists District Administration and Departments in the procurement of goods and services.
3. The Division, in cooperation with the Finance Department, will strive to take advantage of discounts offered by vendors for orders and the early and prompt payment of invoices.
4. The Division reviews all purchase requisitions for adherence to policies and procedures, proper accounting, and overall quality of supporting documentation, as required.
5. The Division may serve as a liaison with the Finance Department if needed.

6. The Division shall promulgate forms and process memoranda for use by the District Departments in their compliance with the Manual.

## **B. District Departments**

1. District Departments are responsible for determining that sufficient budget funds are available for all expenditures prior to purchase.
2. District Departments are responsible for submission of purchase requisitions, unless exempt from the requisition process as defined in the Manual.
3. District Departments are responsible for timely review and approval or rejection of all agreements, change orders and task orders prior to submission to the Board for approval, when required, and invoices submitted to the Finance Department for payment in accordance with the Florida Local Government Prompt Payment Act.

## **V. GENERAL PURCHASING PROCEDURES & PROCESS**

### **A. Purchasing Procedures**

1. It is the intent of the Division to provide all qualified and responsible Vendors, excluding those disqualified in accordance with the requirements of law or a District Purchasing Policy and/or Rule, with a fair and impartial opportunity in which to compete for District business.
2. The Division shall not approve a new purchase from or award a new Agreement to, any Vendor which is suspended or debarred under the applicable District's Purchasing Rule. The Finance Department shall not issue any payment to a Vendor to whom payment may, in the opinion of District counsel, be lawfully withheld such as, for example, in the event of the Vendor's nonperformance or as a setoff.
3. Certain purchases may require special processing pursuant to terms and conditions imposed by the funding agency. For example, expenditure of grant funds often requires following procedures in addition to those in the Manual. It is the responsibility of the Department, if awarded grant funding, to identify and to transmit to the Division any special purchasing requirements or provisions for a purchase and to ensure that the requirements are followed.
4. Acceptance of gifts in violation of the Ethics Code is prohibited. For the purposes of these Procedures, this rule extends to every employee of the District who has participated, or reasonably anticipates participating in the future, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in the procurement of contractual services or commodities, regardless of the value of such purchases. District employees must remain impartial to all Vendors and shall not conclude any transactions from which they may personally benefit in violation of the Ethics Code.
5. All procurement records shall be retained and disposed of by the Division on behalf of each District in accordance with the records retention guidelines and schedules established by the State of Florida.
6. Except as herein provided, it shall be a violation of the Manual for any VCCDD officer, employee, or agent to order the purchase of any goods (materials, supplies, or equipment) or professional or contractual services, or to make any agreement within the purview of the Manual other than through the policies, rules and procedures stated herein. Any purchase order or agreement purportedly made for a District contrary to the provisions herein shall not be approved, and the District shall not be bound thereby. Purchase orders or agreements that are subdivided to

circumvent the thresholds in the Manual shall be considered unauthorized purchases.

7. Notwithstanding anything else in the Manual, the District shall at all times comply with all laws and regulations applicable to any particular transaction, and such laws and regulations are incorporated herein by reference and supersede any conflicting provision of the Manual.

## **B. Purchasing Process**

1. Department identifies a need for goods or services;
2. Department follows the guidelines of the Policy, Rule and the Manual to enter a requisition into the BS&A Financial Management Software – Purchase Order (PO) Module;
3. Authorized District staff reviews and approves the requisition in BS&A Financial Management Software – PO Module utilizing Approval Process Streams, provided that if Board approval is required, the item shall first be placed on the next convenient Board agenda for action;
4. The Division issues a purchase order to selected Vendor;
5. Invoices to be emailed directly to Accounts Payable at [accountspayable@districtgov.org](mailto:accountspayable@districtgov.org);
6. Purchase Order Number must appear on all invoices;
7. Accounts Payable audits the invoice and matches it to the Purchase Order prior to entering into Accounts Payable Approval Process Streams;
8. Department receives goods/services and codes invoice in BS&A Financial Management Software – Accounts Payable (AP) Module;
9. Authorized District staff reviews and approves the invoice in BS&A Financial Management Software – AP Module utilizing Approval Process Streams;
10. The Finance Department issues a payment to the Vendor for the goods/services provided.

## VI. PURCHASING REQUISITIONS

Table 1

Levels	Authorized Approvers	Documentation Requirements
<b>Category 1</b> \$5,000.00 or less <b>P-card or PO (if needed)</b> <i>Refer to Purchasing Card Section</i>	Department Director or Purchasing Director	Although quotes are not required, they are encouraged
<b>Category 2</b> \$5,000.01 to \$24,999.99 <b>PO required</b>	(1) Department Director; and (2) Purchasing Director	Three quotes are required; can use online pricing & catalogs; must attach proper documentation to the requisition request
<b>Category 3</b> \$25,000.00 to \$49,999.99 (within one fiscal year) <b>PO required</b>	(1) Department Director; and (2) Purchasing Director	Three written quotes required or submittal of a specification package to Purchasing to obtain formal quotes
<b>*Category 4</b> \$50,000 to \$99,999.99 (within one fiscal year) <b>Agreement &amp; PO required</b>	(1) Department Director; (2) Budget Director; (3) Purchasing Director; and (4) Deputy District Manager or District Manager	Competitive formal solicitation procedures are required; must be in furtherance of an appropriation contained in the District budget
<b>Category 5</b> \$100,000.00 and over (within one fiscal year) <b>Agreement &amp; PO required</b>	(1) Department Director, (2) Budget Director, (3) Purchasing Director, (4) Deputy District Manager or District Manager; and (5) Board	Competitive formal solicitation procedures are required; must be in furtherance of an appropriation contained in the District budget or accompanied by an appropriate budget amendment

*\*Agreements and purchase orders approved in Category 4 shall be brought to the Board as an informational item at the next regularly scheduled Board Meeting. Approval is required at the applicable level where the total (aggregate) purchases of a particular service or commodity will exceed that threshold amount within one fiscal year.*

Requisitions are required for all purchases unless the procurement of goods or services is exempt according to the Requisition Exemption List in the Manual. See the **General Requisition Procedures Section** of these policies and procedures for details on how to submit a requisition. All requisitions are to be entered into the BS&A Financial Management Software. Requisitions should be prepared far enough in advance to provide sufficient time for approvals and delivery of goods or services.

## A. Authorization and Documentation Requirements

1. Thresholds and quote amounts will be monitored by the Division.

## B. Appropriations

Notwithstanding the foregoing, progress payments and purchases that are recurring purchases or services from contracts approved by the Board at a public meeting do not require further Board approval unless and until the terms of the contract for such purchase expires or requires formal Board renewal or action; provided that such purchases are in furtherance of an appropriation contained in the District budget. Purchases from such appropriations must comply with all other provisions of the Manual.

## C. Aggregate Purchases

If the Division or any Department foresees a need for products or services of a like or similar nature costing more than \$49,999.99 in aggregate within a fiscal year, it **may** recommend competitive sealed bidding, even though the products and services individually may be under the \$50,000 bid threshold. It is understood that by the nature of the type of work performed by some Departments, Vendors will be utilized throughout the year on a recurring basis for as-needed services which will exceed the aggregate \$50,000 threshold. Where possible, these types of services should be put under a contract for issuance of an annual blanket purchase order and the appropriation has been Board approved.

When previous experience indicated a reasonable expectation that combined purchases from all Departments for a good or service may exceed the bid threshold within a fiscal year, the Division may solicit the needs from all users of this good or service, arrange for specifications and bid documents to be developed and arrange for competitive sealed bidding.

## D. Authorization and Documentation Exceptions

1. **Emergency Purchases** – Where consistent with law, competitive solicitation for purchases at \$50,000 and over are not required when an emergency exists, provided that an effort will be made to include the level of competition that is practical under the circumstances. In an emergency, authorization to make a purchase without competitive solicitation must have prior written approval by the District Manager or Deputy District Manager and District Chair or, in the absence of the District Chair, District Vice Chair. Any emergency purchase at or exceeding \$100,000 must be presented by the Department Director to the Board at their next regularly scheduled meeting for “after-the-fact” notification.
  - a) **An emergency purchase is defined as:** a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the District Manager and Board Chair finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.
2. **Quote and Bidding Exemptions** - Sole source purchases, purchases of standardized equipment, purchases under an existing Agreement with the District, and purchases of goods for product testing are subject to requisition approval requirements set forth in Table 1 but are exempt from the three-quote requirement and competitive bidding requirements. See each respective section within the Manual, Policy and Rule for details.
  - a) **Services or commodities exempted by Florida Statutes;**
  - b) **Sponsorships;**

- c) **Sole source goods or services;**
- d) **Standardized equipment, annual maintenance repairs, and support costs;**
- e) **Software license/subscription renewal and updates, software annual maintenance, and software support costs;**

**E. Requisition Exemption List** – Not precluding all other purchasing requirements, the following are exempt, and payments may be made without a requisition. The following are also exempt from competitive solicitation, except where required by law.

1. Pre-approved District employees' reimbursements, such as travel, tuition reimbursements, required course material;
2. Employee expenses such as conference registrations, conference fees, and membership dues;
3. Books, publications and subscriptions;
4. Advertisements and public notices;
5. Monthly recurring utility and communication bills; all to include water, sewer, gas, waste management, electric, cable, telephone and IT;
6. Interdepartmental billing such as worker's compensation premiums and other insurance premiums; to include all property & casualty and Employee Benefits; Insurance Claims/Deductible Payments;
7. Risk management claims settlement;
8. Purchases made during the period of a locally declared emergency which cause formal requisition process to be impracticable;
9. Purchases made using a purchasing card (except for capital asset items)
10. Building leases, rents, assessments, fees, and permits;
11. Land purchases;
12. Vehicle registrations, vehicle plates and property tax;
13. Instructor fees, lectures, and continuing education events or programs that are offered to the public and for which fees have been collected that pay all expenses associated with the event or program (i.e. Enrichment Academy);
14. Financial services, bank fees and bond expenses;
15. Employment services;
16. Legal advertising and recording fees
17. Mail carrier fees (UPS, USPS, Federal Express, Airborne Express, etc.);
18. Refunds;
19. Reimbursements to residents serving on District Boards;
20. Recurring monthly intergovernmental disbursements.

**F. Purchase Requisition Procedures using Electronic BS&A Financial Management Software**

1. The Division may issue memoranda to the Departments establishing the forms and processes to be used when making requisitions. It is advised that End Users utilize the BS&A PO Module Operations Manual "Guidelines for Effective Writing" located on shared Purchasing Drive.

## **VII. PURCHASE ORDERS**

After the approval of a requisition, and if all backup requirements are met, the Division will issue a purchase order. Once the purchase order has been issued, the Department may place the order. **Orders requiring a Purchase Order should not be placed until the Purchase Order is issued.**

Reoccurring purchases from the same vendor, which are easily predicted and measurable based on historical trending, may qualify for a blanket purchase order. Blanket purchase orders should be used in instances when there is a continuing need for small dollar goods or services and where it is not practical to establish a continuing agreement for the good or service. Blanket purchase orders must go through the general requisition procedures as stated in the Manual. The vendor providing said service should be working from an approved contract if the services are over the thresholds of Section VI, Category 4 of the Manual. Once a blanket purchase order has been issued, normal invoice procedures will apply. Blanket purchase orders will be closed at the end of each fiscal year. Departments will be required to submit a new request for a blanket purchase order at the beginning of each fiscal year if it is needed.

## **VIII. PURCHASE ORDER CHANGE ORDER**

Changes orders to purchase orders or Agreements shall be in accordance with District Manual, Policy and Rule. A change to a purchase order requires a purchase order change order to be entered using the BS&A Financial Management Software. Purchase order change orders shall not be used to avoid ANY standard purchasing procedures established within the Manual.

## **IX. PURCHASING CARDS**

The Purchasing Card Program is typically used as an efficient method for small purchases at or under the \$5,000 threshold specifically for on-site field purchases, emergency type items when needed and if a Vendor will not accept a purchase order.

### **A. Purpose**

1. The Purchasing Card (P-card) program allows authorized card holders to purchase authorized goods and services directly from vendors through the Purchasing Card System. Each purchasing card is issued in the names of the card holder and the District. The Division and the Finance Department are responsible for administration and oversight of this program. Card holders are responsible for maintaining the purchasing card in their possession and adhering to the District purchasing card's policies and procedures. A Purchasing Card's User's Guide is available on the shared purchasing drive and will be given to each Purchasing Card Holder. The Division will administer mandatory training to all users. Department Directors are responsible for monitoring the Purchasing Card purchases of their employees. Controls have been developed for the purchasing card to ensure that the card is used only for specific purchases and within specific dollar limits.
  - a) Ensure that purchases made with the Purchasing Card are in accordance with the Manual and the Purchasing Card's User's Guide
  - b) Establish internal controls within each Department to ensure that the Purchasing Card is used for authorized purposes only
  - c) Provide an efficient supplement to the District's purchasing system.
2. The Purchasing Card is not to be used to circumvent any purchasing procedures established within the Manual. The purchasing card is to be used for any purchase of \$5,000 or less and when a vendor will not otherwise invoice the District. If a Vendor will not otherwise invoice the District, then such payment requests must receive approval from the Purchasing Director or designee prior

to purchases.

3. With prior written approval from the Purchasing Director or designee, capital outlay items may be purchased utilizing the Purchasing Card. Such purchases will be followed with a Purchase Requisition process within three (3) days of purchase. Additional information on the form will include the project name, project number (if applicable), location, Card Holder's name, and reason why it was purchased via Purchasing Card. A copy of the Purchasing Director's prior written approval shall be attached.

## **B. Purchasing Card Transaction Limits**

1. The single dollar limit shall not exceed \$5,000 per transaction unless specifically approved by the District Manager or designee on the Purchasing Card Request/Authorization Form. The Purchasing Director or designee may temporarily increase a single transaction limit by up to \$1,500, if necessary, via electronic request. In the event a permanent limit increase is necessary, the Department Director must submit the completed Purchasing Card Maintenance Form to the Purchasing Director. In special circumstances, written approval may be given by the District Manager. If written approval is given, the requesting Director must complete the Purchasing Card Maintenance Form after the purchase is completed. The approved Purchasing Card Maintenance Form must be attached to the Purchasing Card Expenditure Report and submitted to Accounts Payable for review along with the monthly statement.

## **C. Purchasing Card Monthly Reconciliation Process**

1. To ensure prompt and proper payment of receipts/invoices, the following procedures should be strictly adhered to, noting that timeliness and completeness are of utmost importance to the success of the process. Once receipts and invoices have been reconciled and attached to the weekly Purchasing Card Expenditure Report, they must be submitted to the Accounts Payable Department. Card Holders must obtain the appropriate authorization from their Supervisor on the monthly statement and on the weekly Purchasing Card Expenditure Report before forwarding to Accounts Payable.

## **X. PURCHASE REQUIREMENTS FOR INFORMATION TECHNOLOGY SERVICES**

All hardware, peripherals and software must have written approval by the District's Information Technology (IT) Coordinator or designee during the annual budget process prior to purchase or installation. This also includes online downloads of software.

A written request for a quote, listing all specifications, must be submitted to the District's IT Coordinator by the Requesting Department. The District IT Coordinator will be responsible for providing pricing options available to the Requesting Department in concurrence with the Manual.

## **XI. SOLE SOURCE & SINGLE SOURCE STANDARDIZED PURCHASES**

It is the policy of the District to purchase goods and services using full and open competition. However, there may be times when it is in the best interest of the District to purchase from a sole source or single source standardization. These approved purchases allow Requesting Departments to purchase goods without a competitive solicitation or quotes. A designation of the sole- or single- source vendor or product must be obtained from the Board(s) prior to the approval of a purchase order for these purchases. A sole source/single source standardization purchase is a waiver of the competitive solicitation requirements at all threshold levels, but not a waiver of the applicable process for Board approval.

## A. Sole Source Purchase

1. **A sole source** is the only existing source of the item(s) that meet the need(s) of the Requesting Department as determined by a thorough analysis of the marketplace addressing all options. A request for a proprietary item does not justify sole source procurement if there is more than one potential vendor for the item. A Sole Source Purchase is defined as being non-competitive in price or availability, legally and reasonably purchased from only one source. Sole Source purchases require justification from the Requesting Department to the Division. Reasonable justification may include:
  - a) The item is the only manufactured part or piece of equipment that will operate with a present component system, (OEM). However, there may be resellers.
  - b) The item or service retains a copyright or patent and is only available from one manufacturer or developer. (Letter from manufacturer required, patent number)
  - c) Investigation has shown that there is no other like item available that performs the same function. (Research required evidencing like brands)
  - d) The service being performed is only available from one source as a result of licensing requirements and warranty agreements. (Brand names **do not** constitute as a sole source)
  - e) The sole source specification has been recommended by the architect or engineer of record, when appropriate
  - f) Other reasons requiring extensive justification.

## B. Single Source Standardization Purchase

1. **A Single Source Standardization Purchase** differs from a sole source purchase in that there may be multiple sources but in order to meet certain functional or performance requirements (repair parts matching existing equipment or materials) there is only one economically feasible source for that purchase. A manufacturer may have designated exclusive territorial sales boundaries for its distributors. In this case, a letter from the manufacturer is required. A single source standardization purchase also may be a “best value” purchase after exhaustive research has proven that to use another brand or service would not be reasonable since the use of the part or service would cause undue hardship or modification to a present system or process which would potentially increase the overall cost to the District.
2. **A Single Source Standardization of equipment** allows the District to capitalize on purchasing economies and/or other benefits such as maintenance efficiency, spare parts consolidation, and interchangeability, etc., when the same type of equipment or goods are purchased consistently. Examples include firefighting bunker gear, breathing apparatus, firefighting equipment, vehicles, etc., for interchangeability and use by all fire departments. Other examples could include radio equipment, telephone equipment, etc. for interchangeability, cross use, and maintenance.
3. The Districts, from time to time, procure furniture, fixtures and equipment (FF&E), including, but not limited to, decorative and artistic items to be located or installed in aesthetically themed facilities for resident use. In order to maintain consistency with the “design intent” of District facilities, it is acknowledged that Sole Source or Single Source Standardization provisions shall be applicable to the acquisition of unique FF&E of a particular design that is not available for purchase from multiple sources; provided, however, that FF&E of this nature shall be purchased at prices which are determined to be fair and reasonable.

### C. Process for Sole Source/Single Source Standardization Request and Justification

1. The Requesting Department prepares a Sole Source/Single Source Standardized Request & Justification Form
  - a) **Sole Source Purchases:** a written statement/memo that a search for an alternative source was made and justification as to why the source selected is the only acceptable vendor/product fitting the need(s). The Sole Source/Single Source Standardized Request & Justification Form and the memo must be forwarded to the Purchasing Director for review.
  - b) **Single Source Standardized Purchases:** a written justification for the request. Justification could be based on issues such as, but not limited to, purchase economies, safety considerations, training, and/or maintenance economies. The Sole Source/Single Source Standardized Request & Justification Form must be forwarded to the Purchasing Director for review.
2. The Purchasing Director reviews the request and approves/denies the request and provides the findings to the District Manager or designee to approve/deny. The Division will notify the Requesting Department when the request is approved or denied.
3. If approved by the Purchasing Director and District Manager, the Division will electronically post a description of the desired purchase for a period of at least fifteen (15) business days.
  - a) This provides the opportunity for other vendors who may be able to offer a similar product or service to propose their product or service for review.
  - b) If after posting for fifteen (15) business there are no additional vendors wishing to submit, the Division will prepare and submit an agenda item for Board(s) approval(s).
4. Upon Board(s) approval(s), the Requesting Department submits to the Division the following:
  - a) Purchase requisition with Board approval following the same process outlined in the PURCHASE REQUISITIONS Authorization and Documentation Requirements (Section VI of the Manual);
  - b) Fully executed Sole Source/Single Source Standardized Request & Justification Form including applicable documentation.
5. If sole source/single source standardization is rejected, the normal requisition process and documentation requirements will apply.

#### NOTE:

- Requesting Department (with assistance of the Division) may conduct negotiations with a sole source supplier for price, delivery, terms, and conditions. All such negotiations will require supporting documentation. Approvals of sole source purchases are required at the levels for requisitions established in Section VI of the Manual.
- An approved sole source determination will be valid for subsequent purchases of the same supply or service for one year from the original approval date. After expiration of the determination, the Requesting Department must repeat the above procedures as market conditions may have changed and more competition is available. If so, the item may need to be competitively solicited or documentation from the manufacturer or publisher, or copyright should be updated.
- A record of sole source/single source standardization approvals shall be retained and monitored by the Division and the Requesting Department.

- These are not emergency purchases. Planned buying should always be a priority so that emergency expenditures are not necessary.

## **XII. PIGGYBACK AGREEMENTS**

As a governmental entity and special district subject to Section 189.053, F.S., each District has the ability to gain an economy of scale advantage and save transaction costs by making certain purchases from agreements that have been formally solicited by another governmental entity.

### **A. Piggyback Procedures**

This method of providing additional purchasing options is common practice in the public purchasing community and offers significant benefits. The use of comparable purchasing agreements allows the District to “piggyback” on other governmental agreements that were procured by a process that would have met the procurement requirements of the District, thereby providing favorable pricing and reducing costs associated with preparing specifications and issuing formal solicitations.

To “piggyback” is a procedure of procuring goods or services by utilizing another public entity’s currently active, formally solicited, and awarded agreement(s). The “Piggyback” Agreement will be in accordance with all the terms and conditions, unit prices, time frames, and other criteria as is included in the other public entity’s formal solicitation. Changes to terms, conditions and other criteria are not permitted.

The Requesting Department Representative (with assistance of the Division) must verify that commodities and/or services conform to what is required by the District and use of “Piggyback” Agreement is permissible. The awarded Vendor must agree to enter into a piggyback agreement with the District. Approvals of piggyback purchases are required at the levels for requisitions established in Section VI of the Manual.

The following items are required to be part of the procurement package prior to presenting “Piggyback” Agreement to the Purchasing Director or designee and District Counsel for review and approval:

1. A full copy of the Lead Public Agency’s formal solicitation including all addendums
2. Vendor’s price sheet
3. Vendor’s authorization on letterhead or via email to identify permission and offering to honor the same prices, under the same terms and conditions as indicated in the formal solicitation to the District;
4. Vendor and Lead Public Agency’s executed agreement (including all amendments and renewal documentation);
5. Vendor’s E-Verify compliance;
6. Vendor’s compliance of District insurance requirements;
7. “Piggyback” Agreement utilizing the Lead Public Agency/Vendor Agreement and acquire Vendor’s signature of approval
8. Upon obtaining all the above documentation, the Division will create an agenda item and present it to the applicable District Board(s) for approval(s).

#### **NOTE:**

Once a Board approves a “Piggyback” Agreement and the funds are in an approved budget, then said Board **does not** need to approve each purchase unless it meets the threshold in Section VI, Category 5, of the Manual.

**B. “Piggybacking” is not permissible on the following:**

1. Federally funded projects administered through the Local Agency Program (LAP) or Federal Emergency Management Administration (FEMA.)
2. Sole Source/Single Source/Standardization Agreements
3. Expired Agreements
4. Professional Services Agreements, architecture, professional engineering, landscape architecture, or registered surveying and mapping (CCNA applicable)

**XIII. UTILIZATION OF COOPERATIVE/CONSORTIUM AGREEMENTS**

Similar to “Piggybacking,” the District may use an active agreement from another special district, municipality, or county that has been formally solicited by a Cooperative or Consortium in which the District is an active member. It is a best practice to consider the use of Cooperative/Consortium procurement agreements, on a case-by-case basis, and only after proper due diligence has been performed. The competitive selection must have been by a process that would have met the statutory procurement requirements of the District. In addition, the District is an “eligible user” pursuant to Section 60A-1.001, Florida Administrative Code, authorized to purchase from state term contracts.

By utilizing a Cooperative/Consortium agreement or state term contract, the District has the ability to gain an economy of scale advantage, lower administrative costs, obtain higher quality products/services and obtain more favorable terms and conditions. Prior to using a Cooperative/Consortium agreement, attention should be given to ensuring legal compliance, open competition, and effective/efficient use of time and resources. Approvals of consortium purchases are required at the levels established in Section VI of the Manual.

**A. Authorized Purchasing Cooperatives/Consortiums for use by the District may include; but not limited to, the following:**

- Sourcewell
- OMNIA Partners
- The Interlocal Purchasing System (TIPS)
- Buy Board
- The Florida Sheriffs Association
- Florida Department of Management Services (Division of State Purchasing)
- GSA Advantage! (Cooperative Purchasing and Disaster Purchasing Programs)
- PAEC (Panhandle Area Educational Consortium)

**B. Conducting Due Diligence**

Prior to making the decision to use a Cooperative/Consortium agreement, the Division and Requesting Department should conduct extensive due diligence by following this checklist:

1. Compare the Cooperative/Consortium agreements available for the required product or service, conduct market research, and evaluate whether the use of a Cooperative/Consortium agreement is appropriate.
2. Ensure that the use of the Cooperative/Consortium agreement meets all competitive requirements.
3. Review the Cooperative/Consortium agreement for conformance with all applicable laws and best practices.
4. Analyze the product or service specifications, price, terms and conditions and other factors such as: cost to utilize the agreements, shipping, minimum spend requirements, and availability of

agreement documentation, to ensure that the Cooperative/Consortium agreement produces best value.

5. Ensure that the District's required terms and conditions are incorporated into the Agreement.
6. Contact the Cooperative/Consortium lead public agency to verify agreement application and eligibility.
7. Submit for District Counsel review and approval.

#### **XIV. FORMAL SOLICITATIONS**

Generally, formal solicitation procedures are required for purchases which exceed or will exceed \$49,999.99 both individually and collectively annually and are initiated using Invitations to Bid (ITBs), Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and Requests for Information (RFIs). Additional purchases may require formal solicitation procedures at the discretion of the Purchasing Director or District Manager. Some purchases that may exceed \$49,999.99 are exempt from the formal solicitation procedures. For a complete list of exemptions, see the **Authorization and Documentation Exceptions Section** of the Manual. All goods and services of a similar nature will be consolidated where practical for purchase through a formal solicitation.

##### **A. Requesting a Formal Solicitation**

The Formal Solicitation Request Form shall be completed by the Requesting Department and include attachments (if applicable) of all supporting documentation i.e. pricing forms, plans, maps, specifications to be submitted for approval. The Purchasing Director in conjunction with the Requesting Department shall identify which formal solicitation method is the most advantageous to the District, and final approval will be given by the District Manager. Formal solicitations should contain the following elements in addition to any special rules or other forms or notices required by the District or Florida Statutes:

1. Requesting Department must include detailed specifications clearly, accurately, and completely for the product or service to be purchased and shall include; but not limited to, the following:
  - a) Intent and scope of work
  - b) Functional and general information or a narrative of the end goal that is desired by the District.
  - c) Include all minimum requirements such as, but not limited to, years of experience, certifications, and licensure
  - d) Functional and general information or a narrative of the end goal that is desired by the Requesting Department
  - e) Bid form must clearly identify the quantity or estimated quantity to be furnished by the vendor
  - f) Applicable law and rule requirements
  - g) Time and place of product delivery
  - h) Dimensions, tolerance, and performance expectations of an item or service (if applicable)
  - i) Unnecessarily, restrictive specifications or requirements that might unduly limit the number of respondents are prohibited. Careful attention must be given when a specific item/service is identified:
    - (1) avoid identifying unjustified performance characteristics, i.e. the specific wheelbase of a vehicle within 6 inches may be irrelevant and unduly eliminate a vendor without sufficient reason.

- (2) avoid identifying a specific brand or manufacturer unless the item is a previously Board approved District Single Source Standardization item
  - j) Alternative products for consideration, or justification as to why no alternates will be accepted for review
- 2. The Division will supply a list of solicitation submittal instructions for potential bidders/proposers and shall include; but not limited to, the following:
  - a) A checklist of all required documents to be included in the respondent's submittal
  - b) Important timelines, mandatory meetings, and due dates including times and locations are clearly listed
  - c) Evaluation criteria (if applicable)
  - d) Minimum qualification requirement
  - e) Bonding requirements
  - f) District insurance requirements
  - g) Any other forms or notices required by the District or Florida State Statutes

## **B. Types of Formal Solicitations**

Typical formal solicitations utilized by the District include Invitations to Bid (ITBs), Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and Requests for Information (RFIs).

### **1. Invitation to Bid (ITB)**

An Invitation to Bid (ITB) involves the issuance of a formally advertised solicitation which calls to vendors to submit a sealed bid for a product or service with clear specifications and adequate available competition. Price is the determining factor based on the lowest responsible and responsive bidder.

### **2. Request for Proposal (RFP)**

A Request for Proposal (RFP) is described as a request for products or services in which case other reasons for award, in addition to price, can be considered such as qualifications, technology used and experience with the ability to negotiate being desired or required. An RFP is evaluated by a formal Selection Committee and awarded to the highest scored, most responsible/responsive proposer. Evaluation Forms with weights/values specific to the RFP will be used by the Committee to score each submittal. Qualifications and technical aspects generally hold more weight than pricing in an RFP, however; pricing is still a factor in consideration during the evaluation process. (See Section I Selection Committee Policies and Procedures)

### **3. Request for Qualifications (RFQ)**

A Request for Qualifications (RFQ) is a procurement approach which places greater emphasis on the actual qualifications and licensure of the potential Vendor, the Vendor's experience, rather than how well the potential vendor responds to detailed project specifications and requirements. This process may be used to pre-qualify potential Respondents for major procurements or projects in advance of issuing a ITB or RFP thus creating a "short list" of approved Vendors reducing the evaluation time after bids and/or proposals are received. (See Section I Selection Committee Policies and Procedures Section)

### **4. Request for Information (RFI)**

A Request for Information (RFI), while not a procurement category, is an important tool used to

increase knowledge about goods or services and their availability and capability. An RFI should be used when the requestor for the good or service is not knowledgeable regarding the current “state-of-the-art” in the area under consideration. It is a form of market research used prior to an RFP or ITB. In using the RFI, purchasing can obtain valuable information from potential Vendors of goods and services by requesting the information. This process can be beneficial in assisting in learning about potential sources and solutions for its need without expending the time to prepare and evaluate an RFP or issue an ITB without appropriate specifications. Usually, enough information will be obtained to enable the District to develop more successful specifications and scope of work for a potential RFP or ITB.

**C. CCNA Process** for services of an Architect, Engineer, Land Surveyor, Mapper and Landscape Architecture (piggybacking agreements for professional services within the scope of CCNA is not permitted)

1. ***Scope of CCNA.*** Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, and related services performed by firms of those disciplines, shall be competitively selected in accordance with Section 287.055, F.S., the “Consultants Competitive Negotiations Act” (CCNA) whenever needed for an activity exceeding the threshold amounts set forth at Section 287.055(3)(a)(1), as amended. At the time of the adoption of this policy, the threshold amounts are, for project design, a basic construction cost estimated by the District to exceed \$325,000 or, for a planning or study activity, a fee \$35,000.
2. ***Competitive Selection Required.*** The services listed in the CCNA may only be procured using the CCNA process. The work required to do a particular project may be awarded through a new CCNA competitive selection, or, if eligible, may be awarded to a consultant which has an active Continuing Contract with the applicable District.
3. ***Continuing Contracts.*** A District may enter into Continuing Contracts with one or more consultants selected in accordance with the CCNA competitive selection process, pursuant to which a consultant may provide services from time to time on one or more projects without a new competitive selection process. Continuing Contracts must be for a fixed period or provide a termination clause. Continuing Contracts are limited to use with individual projects below the thresholds set out in Section 287.055(2)(g), F.S., as amended, which at the time of the adoption of this Manual revision allow for individual design projects in which the estimated construction cost does not exceed \$7.5 million, a study activity in which the fee for professional services does not exceed \$500,000, or for work of a specified nature as outlined in the contract required by the District.
4. ***Competitive Selection Process.*** Professional Services, as defined in the CCNA, shall either be engaged pursuant to an authorized Continuing Contract or purchased in accordance with this subsection. A solicitation seeking to engage one or more firms in new Continuing Contracts is included within the definition of a “project” for the purposes of this subsection. When undertaking this process, the District shall use the procedures and criteria set out in the CCNA, as it may be amended from time to time.

- a) **Statements of Qualifications.** The District shall encourage consultant firms to submit annually statements of qualifications and performance data for the District to keep on file. The District shall advertise, in a uniform and consistent manner, each project within the scope of this section and invite additional statements of qualifications regarding the proposed project. Compensation information is not requested or considered at this stage.
- b) **Certifying Qualification.** The District, through its designated Evaluation Committee, shall evaluate each statement of qualifications received and certify whether the consultant is qualified pursuant to the law, and shall evaluate each consultant's professional services. Compensation information is not requested or considered at this stage. The public shall not be excluded from these proceedings.
- c) **Competitive Selection.** For each project, the District, through its Evaluation Committee, shall evaluate qualifications of certified consultants, and conduct discussions at a meeting held in compliance with Section 286.011, F.S. with no fewer than three firms regarding qualifications, approach to the project, and ability to furnish the required services. After the discussions, the Evaluation Committee shall hold a properly noticed public meeting to select, in order of preference, no fewer than three firms deemed to be the most highly qualified to perform the required services. Compensation information is not requested or considered at this stage. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (d).
- d) **Competitive Negotiation.** The District staff shall negotiate a contract with the most qualified firm at compensation determined to be fair, competitive, and reasonable. However, should the District staff be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price determined to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The District staff shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the District staff must terminate negotiations and then undertake negotiations with the third most qualified firm, and so forth, until an agreement is reached. If a project is a solicitation for Continuing Contracts, the District staff may reach an agreement with a firm and then continue with negotiations with the next most qualified firm, and so forth, if the District staff determines that it is desirable to enter into more than one Continuing Contract. All agreements negotiated by District staff are subject to final approval by the District Board of Supervisors prior to becoming a binding contract.

**D. Formal Solicitation Procedures**

- 1. The Requesting Department shall complete, sign, and submit a Solicitation Request Form (SRF) for each formal solicitation needed and forward the SRF and supporting documentation to the Division. The Purchasing Director or designee will review the SRF Packet for all required documentation and forward the SRF to the Budget Director and the District Manager for approval. Upon District Manager approval, the Division will begin the solicitation process with assistance from the Requesting Department.
- 2. The Requesting Department, in conjunction with the Division, will formulate specifications using guidelines depicted within these policies and procedures for ITBs, RFPs, RFQs and RFIs.
- 3. The Division shall determine how long to post, and specify the date, time and location for receiving formal solicitation responses, as well as the date, time, and location of the formal solicitation opening. Input from the Requesting Department will be taken into consideration.
- 4. Pre-proposal or pre-bid meetings, when required, shall be conducted in accordance with Section 286.011, F.S. and provide clarification of information for prospective Respondents to ensure that

they submit formal solicitation responses with the best possible understanding of conditions and circumstances surrounding the project or service. The Requesting Department, with approval from the Purchasing Director or designee, shall determine if a pre-proposal or pre-bid meeting is required for Vendors to attend the meeting. If attendance is required, they must be identified as being “mandatory” within the solicitation documents.

5. All formal solicitations will be publicly advertised at least a week (5 business days) in advance of the specified due date as identified in the solicitation documents. In addition, solicitations mandated by Florida Statute and shown in matrix below shall be advertised in a newspaper of general circulation. There may be other advertising requirements depending upon the type and value of the proposed contract. Solicitation responses shall be received and opened at a public meeting at the location, date, and time established in the advertisement.

**Table 2**

Type	Minimum*	Recommended
District ITBs, RFPs, RFQs	15 days	20-30 days
Construction > \$200,000 <sup>1</sup>	21 days	30 days
Construction > \$500,000 <sup>1</sup>	30 days	30 days
Addendum – changing closing date	5 days	10-15 days

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

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

<sup>1</sup>Florida Statutes § 255.0525 (2); 5 days prior to pre-bid

6. The Division shall maintain all formal solicitation documents electronically before and after District Board approval(s). The original recordings of any open public meetings shall be made available for public review and will be filed with the solicitation.
7. All Solicitations should include the following provisions:
  - a) Each solicitation for the procurement of commodities or contractual services shall include the following cone of silence/blackout period provision: “Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.”
  - b) Conditional bids/proposals will not be considered unless all information is indicated on the Exceptions and Deviations page with all attached documentation if applicable.
  - c) The District reserves the right to accept or reject any and all bids/proposals in whole or in part, to waive informalities in the bidding/proposal documents, to obtain new bids/proposals, or to postpone the bid/proposal opening if deemed in the best interest of the District. Bids/Proposals shall be valid for a minimum period of ninety (90) days after the date of the bid/proposal opening.
  - d) Estimated quantities are given only as a guideline for preparing a bid/proposal for a response to the solicitation. Actual quantities may vary from the estimates given and are dependent upon the needs of the District and the availability of funds. If unit pricing is requested for Commodities, the unit price shall remain as accepted at the agreement award.

8. Formal responses will be opened at a public meeting in accordance with Section 286.011, F.S., and Section 255.0518, F.S.
  - a) A Division Representative will facilitate the formal solicitation opening along with one other District staff member.
  - b) The formal solicitations can be opened in alphabetical order, by chance, time received, or at the discretion of the Division Representative
    - (1) For ITBs, Vendor name and pricing will be read aloud and recorded.
    - (2) For RFPs, RFQs, and RFIs. Only the Vendor name will be read aloud and recorded.
  - c) Once formal responses are opened, the contents of the submittals including the time stamped verification should be checked to determine that all required documents are enclosed.
    - (1) If a formal response does not contain all the required documents or the documents are incomplete, the Division Representative will present the response to the Purchasing Director or designee to determine if the submission is deemed responsive or non-responsive.
      - (a) Responses with minor irregularities: The Division Representative will discuss with the Purchasing Director or designee whether or not an irregularity creates a competitive advantage or disadvantage. If it does not create a competitive advantage or disadvantage, the irregularity may be waived, or the response may be deemed non-responsive.
      - (b) Responses with irregularities other than those determined to be minor irregularities will be considered non-responsive and rejected by the Division Representative. Notification will be given to the Requesting Department of the ruling. The Division Representative will also identify the ruling on the opening tabulation (Notice to Respondents) for public posting at the location identified in the solicitation document.
  - d) The Division Representative will check the formal responses for any exceptions or deviations to the specifications or plans stated in the solicitation document. Any exceptions or deviations must be reported to the Purchasing Director or designee and/or Requesting Department for consideration.
  - e) All unit prices, extensions, and total dollar amounts will be checked for accuracy. Calculation errors may be corrected; however, the unit price will always prevail.
  - f) If all formal responses are rejected, the Division Representative will be directed by the Purchasing Director or designee on how to proceed.

**9. The Basis for Award(s)**

- a) Split Bids/Proposals. When in the best interest of the applicable District(s), the award of an Agreement shall be made to the lowest responsive and responsible Vendor on the basis of each item, or group of items, per District within the project(s)/service(s) purview.

- b) Tie Responses. In the event two (2) or more Vendors submit identical tie submittals with respect to price, quality, and service, or should two (2) or more Vendors be deemed equal during the selection committee evaluation the following criteria, in order of importance, shall be used to break said tie:
  - (1) All required formal solicitation documents must have been **fully completed** with the original bid/proposal submittal. Corrections of minor infractions will disqualify a tied Vendor.
  - (2) The award shall be given to the Vendor which is a certified veteran business enterprise within the meaning of Chapter 295, F.S.
  - (3) If all conditions being equal, the District shall initiate the following actions:
    - (a) Flip a coin (Coin toss must be recorded and witnessed)
  - c) One Responsive and Responsible Response Received. If one responsive and responsible response is received, the District may negotiate the best terms and conditions with the sole respondent or reject the Bid/Proposal and re-solicit the service.
- 10. If no formal responsive and responsible responses are received the Purchasing Director or designee and the End-User Department Director will give direction on how to proceed such as:
  - a) Revise specifications, reissue as new solicitation.
  - b) Issue as rebid with same specifications and same solicitation number.
  - c) Do not resolicit (formally issue a cancellation).
  - d) Do not resolicit and engage in direct contracting.
- 11. The cancellation of a formally issued active solicitation usually involves a loss of time, effort, and money spent by the District and Respondents. Invitations should not be cancelled unless cancellation is in the District's best interest.
- 12. After completion of the formal solicitation Respondent reviews, a tabulation of responsive and responsible Vendors will be compiled by the Division. The Division Representative will notify the Requesting Department in writing the results and seek confirmation of the intent to request an approval of award from the applicable Board(s).
- 13. Upon approval, the Division Representative will post a public notice of Intent to Award.
- 14. Division Representative will notify the successful bidder/proposer and collect a Vendor executed agreement, insurances, E-Verifies, and other applicable documentation to submit for approval by the applicable District Board(s) with appropriate agenda item.
- 15. The District shall not knowingly enter into any Agreement or transaction in violation of Section 112.313, F.S. Each applicable District Board reserves the right to reject any Agreement.
- 16. Upon Agreement execution and collection of Performance and Payment Bonds (if applicable) the Division Representative and Requesting Department will conduct a pre-construction meeting to discuss project specifics, start date and timeline; and execute the Notice to Proceed.
- 17. In the instance of a default by the Awardee prior to beginning work on the project, the District reserves the right to utilize the next lowest Bidder or second ranked Proposer as the new Awardee.

#### **E. Payment & Performance Bonds and Sureties**

- 1. The Division shall determine if Payment Bonds or Performance Bonds are required for any given solicitation. In accordance with Section 255.05, F.S., a payment and performance bond shall be required for construction projects when the contract price for the project is \$100,000 or more. The amount of the payment and performance bond shall be 100% of the agreement price. "Performance Bond" means a bond of a Vendor in which a surety guarantees the District that the work/services

will be performed in accordance with the agreement documents. Upon award, the successful Respondent shall provide a Performance and Payment Bond in the form of a Certified Bond from an established Bonding Agency licensed to do business in the State of Florida.

- a) If the project is less than \$100,000 and requires a Payment and Performance Bond, it will be stated in the specifications under a section/provision entitled "Payment and Performance Bond." Bonds will be maintained and validated by the Division.
2. If a project requires a Payment and Performance Bond, Respondents must provide proof from a Surety of the ability to obtain a Performance and Payment Bond in an amount equal to 150% of the total amount bid for the solicitation. "Surety" means an organization which, for consideration, promises in writing to make good the debt or default of another.
    - a) The Surety must hold a certificate of authority as an acceptable surety on federal bonds as published in the current Circular 570, U.S. Department of the Treasury, and the Federal Register effective July 1, annually, as amended.

## **F. Warranties**

All facilities/infrastructure projects will require at least a one-year materials and workmanship warranty period from the date of substantial completion for the project, or subset, to the end of the warranty. Special goods or equipment such as HVAC, generators, etc., will carry the normal manufacturer's warranty, in addition to the one year for installation. In general, warranties will be required as per the AIA Contract Document, A201- 2017, or most current equivalent. The expiration of a warranty shall not shorten the limitations periods set forth in Chapter 95, F.S., for claims founded upon a written contract (5 years), founded upon the design, planning, or construction of an improvement to real property (4 years from certificate of occupancy, or with respect to a latent defect, from the date that the defect is discovered or should have been discovered with the exercise of due diligence but in any event within 7 years of the certificate of occupancy), or negligence (4 years).

## **G. Formal Solicitation Protest Procedures**

Protests shall be accepted, processed, and concluded in accordance with the applicable District Rule.

## **H. Public Record Exceptions for Formal Solicitations**

General exemptions from inspection or copying of public records for formal solicitations:

1. In accordance with Section 119.071(b)(2), F.S., sealed bids, proposals, or replies received by a Florida agency pursuant to a competitive solicitation shall remain exempt from disclosure (119.07(1) and s. 24(a), Art. I of the State Constitution) until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
2. In accordance with Section 119.071(b)(3), F.S., if an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

## **I. Selection Committee Policies and Procedures**

All submittals resulting from a Request for Proposals (RFP) and Request for Qualifications (RFQ) will be evaluated by a Selection Committee. The Selection Committee will be used to review the qualifications and technical aspects of proposal submittals for compliance with specifications and make recommendations on awards.

The Selection Committee generally consists of five (5) members representing a cross-section of District employees and/or Consultants for the District with knowledge of the commodities or services sought. Three (3) Selection Committee members shall be recommended by the Requesting Department Director or designee and submitted to the Purchasing Director and District Manager for review. The Purchasing Director shall select the final two (2) members to ensure a qualified and impartial Selection Committee. Membership may be expanded to include a representative of a local, professional association to serve in an advisory capacity only and shall not be considered a voting member. A minimum of two (2) Division Representatives shall serve in an advisory capacity to the Selection Committee and must be present at all proceedings.

1. No person shall serve on a Selection Committee if he/she has a conflict of interest with respect to any Respondent being evaluated. The following activities shall be deemed to be a conflict of interest and shall preclude a person from serving on the Committee:
  - a) Current employment or past employment with the Respondent within one (1) year prior to the evaluation.
  - b) Serving as a current consultant or past consultant for or with the Respondent being evaluated within one (1) year prior to the evaluation.
  - c) Having an ownership interest (stocks or assets) in the Respondent being evaluated at the time of the evaluation (excluding mutual funds).
  - d) Having a family member (spouse, child, sibling, parent, in-law) with an ownership interest in the Respondent being evaluated at the time of the evaluation.
  - e) Serving as an officer and/or director in the Respondent being evaluated at the time of the evaluation.
  - f) Being a party to any current or past litigation / lawsuit with or against the Respondent being evaluated.
  - g) Any other activity, interest, or relationship that could possibly be viewed as a conflict of interest or that conflicts with Code of Ethics Section 112.313, F.S., must be disclosed in writing to the Purchasing Director or designee prior to service on a Selection Committee. The Purchasing Director or designee shall make the determination as to whether a conflict exists.
2. Every Selection Committee meeting shall be held in accordance with Section 286.011, F.S, and reasonable public notice shall be given before any Selection Committee meeting. Such notice shall include:
  - a) Name and/or purpose of Selection Committee
  - b) Time, date and address of meeting
  - c) ADA requirements notification information.
3. The minutes or audio recording (if made) of any public meetings shall be made available to the public. The minutes shall be filed with the solicitation documents in the Division.

## **J. Selection Committee Process**

1. A Division Representative shall serve as facilitator to the Selection Committee and will coordinate all scheduling with the Requesting Department. It is the responsibility of the Division Representative to ensure proper notice is issued for all public meetings.
2. Selection Committee members shall comply with full confidentiality after receipt of proposal packet until such time as a Notice of Intent is posted.
3. Selection Committee members shall refrain from any conversations with each other for the duration of the process except during properly noticed Committee meetings.
4. Selection Committee members must attend all scheduled meetings including any oral presentations by the proposers.
5. Selection Committee members must evaluate proposal submittals based only upon the written response to the scope of work and other pertinent information required by the terms of the solicitation document. Selection Committee members must refrain from inclusion of any personal knowledge or assumptions gained prior to or outside the evaluation process.
6. The Division is responsible for conducting reference checks of bidders/proposers.
7. The Division is responsible for ensuring recorded minutes and attendance is recorded for all meetings.
8. Evaluation Forms with weights/values specific to the RFP will be used by the Committee to score each Proposal. Generally, *qualifications, experience and technical aspects cumulatively hold more weight than pricing in an RFP; however, pricing is still a factor in consideration during the evaluation process.*
9. Each Selection Committee member will be given the opportunity to speak to each submitted proposal based solely on the written response. After all members have spoken, they will be given time to review, adjust and finalize their evaluation form scores before turning into the Division staff for final calculations. *No questions can be asked by or to the attendees present at the meeting.*
10. Based on time, the scores may be read after the Division staff completes verification of calculations and completeness of each evaluation form. Once review is complete score for each proposer will be read.
11. Each Selection Committee member is responsible for completing their individual evaluation forms at the public meeting. The Selection Committee may, with a consensus, produce one final evaluation form at the public meeting. However, all individual evaluation forms must also become part of the official solicitation file and must be completed, signed and dated in ink. If one final evaluation form is produced, a majority of Selection Committee members must sign the evaluation form to indicate agreement.
12. The Selection Committee may also produce an evaluation summary at the Division's discretion. A summary may be necessary in order to provide a brief description of the project and/or basis for recommendation to the District Board.
13. All Selection Committee meetings are open to the public per Sunshine Law requirements; however, the public may not participate in the evaluation process.
14. After the Selection Committee is concluded, the Division staff will take all evaluation forms back to verify that the scores announced were accurate and results will be issued on the final Notice to Respondents and publicly posted as identified in the solicitation documents.
15. If the Selection Committee desires product demonstrations and/or oral presentations, the Division staff shall coordinate the date, times and location of the meeting. Only the bidders/proposers that are being considered for award may be asked to participate in the demonstration (unless the demonstration for respondents is a requirement of the solicitation). A representative from the

Division shall be present at all demonstrations and/or oral presentations.

16. Any products left in the custody of the District for further testing or review shall be the responsibility of the Division. Once the testing or review has been completed, the Division shall notify the proposer that the product is ready to be picked up.
- K.** After the completion of formal solicitation evaluations, the End User Department Representative shall request award to the top ranked Proposer(s) or suggest rejection of all respondents to the End User Department Director (designee) and Division Director (designee) for further review. If a recommendation to award is given, a notice of intent to award and agreement (if agreement negotiations are not necessary) are sent to the successful Proposer for agreement execution to be returned to the Division Representative along with insurance, bonds, and other required documentation if not submitted prior.
- L.** The Division, in conjunction with End User Department, prepares an item for placing the award request on a Board(s) agenda(s). Once approved by the appropriate District Board(s), the authorized official executes the agreement. Division staff shall schedule a pre-construction meeting to include a Division Representative, Requesting Department Representative, and pertinent stakeholders. If applicable a Performance and Payment Bond is collected and a notice to proceed is prepared and issued. The Requesting Department enters a purchase requisition in BS&A to the Division for processing and distribution to awardee and applicable District Department(s). **No work shall begin or order shall be placed prior to this process.**

## **XV. AGREEMENTS**

The authority to enter into Agreements for the purchase of solicited goods and services at or exceeding \$100,000.00 in cumulative value in one (1) fiscal year shall be presented by the Purchasing Director or designee, Requesting Department Director or designee or District Manager or designee to review prior to submitting to the applicable District Board(s) for review and approval. All Agreements shall be deemed to include all provisions of § 190.033, F.S., and § 287.058, F.S., and other laws pertaining to the District Manual, Policy and Rule. All procurement Agreements shall be subject to such provisions and laws regardless of whether such laws are referred to in the Agreement.

All Agreements resulting from a formal solicitation shall be prepared and processed by the Division and the Requesting Department, approved by the District Manager or designee and reviewed by the District's Attorney.

All original Vendor signed Agreements will be forwarded to the District Clerk or designee who is the designated official record custodian of all District documents. Upon District Board(s) approval(s), a copy of the executed Agreement(s) will be forwarded from the Clerk's office to the Division.

### **A. Renewals and Automatic Renewals**

All agreements up for renewal shall be reviewed by the Purchasing Director or designee. The Division will work with the Requesting Department to determine if it is their desire to enter into additional renewal periods as outlined in the terms of the Agreement. If so, the Division staff will request and obtain the Vendor's authorized acceptance in writing to enter into an additional renewal period without price increase. In determining the value of the Agreement, all proposed renewal clauses must be considered. If stated in the original Agreement, and if there are no price changes, then the automatic renewal does not have to be presented to the Board for approval. However, if there is any adjustment to the pricing other than an adjustment in an amount established by the Agreement or determined by application of a formula set forth in the Agreement, the renewal/amendment must be presented to the appropriate Board for approval.

## **B. Amendments**

All price changes that were not identified in the original executed agreement will require a Board approved amendment. All changes to the original scope of the Agreement or other language within the Agreement will require Board approved amendment. An Amendment request must be submitted in writing by the Requesting Department and/or the Vendor to the Division along with all proper specifications and documents pertaining to request to amend. All Amendments shall be approved in accordance with the applicable District Purchasing Policy.

## **C. Termination of Agreements**

Agreements requiring termination for any reason can only be terminated by the Board that approved the award. Termination requests will be presented to the appropriate Board(s) in an agenda request.

## **D. Prohibitions to Agreements**

1. No agreement can offer indemnity by the District to another party.
2. No agreement can waive the District's sovereign immunity.
3. No agreement can authorize advance payments.
4. No agreement can contain an indeterminate dollar exposure.

# **XVI. TECHNOLOGY PURCHASES**

## **A. Computer Hardware and Software**

All requests for computer hardware, software and/or peripherals shall be sent to the District IT Department for review. Requests for certain technological purchases are governed by other agencies within the District and may be affected by standardization policies. These include, but are not limited to, requests to purchase telephone equipment and/or services; computer equipment and/or services; software; communication equipment and/or services; and other technological equipment and/or services. Each request for technological commodities and services will be reviewed on a case-by-case basis by a District IT Representative and the Purchasing Director to determine the appropriate purchasing process.

## **B. New Technological Equipment**

A Department may request the purchase of "new" technological equipment and/or services not already governed or standardized by existing policies. These requests shall be reviewed by the District IT Department prior to submission to the Division to determine compatibility with existing standards and equipment, ongoing support requirements and suitability to meet the Requesting Department's needs. Each request shall be reviewed on a case-by-case basis by a District IT Representative and the Purchasing Director to determine the appropriate purchasing process for each.

# **XVII. VENDOR INFORMATION**

As stated in Section V of the Manual, it is the intent of the District to provide all Vendors, (with the exception of those on the Florida Department of Management Services Convicted Vendor List, per § 287.133(3)(d), F.S.), as amended), with a fair and impartial opportunity in which to compete for the District's business. Vendor preferences will be awarded only if so stated within the Manual, Policy and/or Rule.

## **A. Suspension and Debarment**

Suspension and debarment proceedings shall be undertaken only in a manner consistent with the applicable District Rule.

## **B. Vendor Requirements**

Vendors shall be responsible for adhering to the general Vendor requirements by meeting the following additional Vendor requirements for formal solicitations:

1. All Vendors awarded under a quote or solicitation process to perform work on District property shall complete the E-Verify and Certificate of Insurability (COI) requirements stated within the Manual. Vendors must also provide a W-9.
2. Vendors desiring to do business with the District are required to have a substance abuse policy and provide a Drug Free Workplace Certificate during the formal solicitation submittal process.
3. To the extent permitted by law, all Vendors desiring to do business with the District shall have an Equal Opportunity Employment Policy which prohibits illegal discrimination in employment as defined by Executive Order 11246 and 11375, and subsequent amendments.
4. All Vendors agree to hold the District harmless against all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting from agreement, except to the extent such claims are a result of the District's negligence.
5. Per § 489.113(2), F.S., a person must be certified or registered to engage in the business of construction contracting in the State of Florida unless an exception applies. However, for purposes of complying with the provisions of Chapter 489, F.S., a subcontractor who is not certified or registered may perform construction work under the supervision of a person who is certified or registered, provided that the work is within the scope of the supervising Vendor's license, the supervising Vendor is responsible for the work, and the subcontractor being supervised is not engaged in construction work that would require a license as a Vendor under any of the categories listed in § 489.105(3)(d)-(o), F.S.
6. Depending upon the goods or services provided by the Vendor, additional documentation may be required.

## **C. Vendor Ethics**

This Vendor ethics portion of the Manual covers a wide range of business practices and procedures. It does not cover every issue that may arise but provides a basic set of principles to guide all employees, officers, and directors of companies transacting business with the District. Obeying the law, both in letter and spirit, is the foundation on which a Vendor's ethical standards are built. All Vendor employees, officers, and directors must respect and obey the laws and regulations of the agencies with which they operate. Vendors shall be responsible for complying with the following Vendor ethical requirements:

1. Shall promptly disclose any conflicts of interest.
2. Shall not profit from a conflict of interest on the part of a District employee.
3. Shall not compensate District employees for the performance of any activity related to the performance of his or her official duties.
4. Shall not make illegal political contributions.
5. Shall not profit, directly or indirectly, from the use of any secret or confidential knowledge or data of the District that a District employee has illicitly disclosed.
6. Shall not influence, or attempt to influence or cause to be influenced, any District employee in his or her official capacity in any manner, which might tend to impair his or her objectivity or independence of judgment.
7. Shall not cause or influence, or attempt to cause or influence, any District employee to use, or to attempt to use, his or her official position to secure unwarranted privileges or advantages for the Vendor or any other person or entity.

8. Shall promptly report any illegal or unethical behavior.

**D. No Consideration of Social, Political, or Ideological Interests**

The District may not request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible Vendor. The District may not give preference to a Vendor based on the Vendor's social, political, or ideological interests. Each solicitation for procurement of commodities or contractual services by the District will include a provision notifying Vendors of these provisions.

**E. Affidavit Regarding the Use of Coercion for Labor and Services**

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The District is a governmental entity for the purposes of this statute.

**F. E-Verify**

All Vendors are required to register with E-Verify unless they are exempt per the E-Verify Exemption List and to otherwise comply with Section 448.095, F.S. and all other laws pertaining to employment eligibility. The E-Verify is a system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. All organizations, businesses and/or individuals desiring to do business with the District shall certify to the District that they are in compliance with the federal E-Verify program for all employees hired on or after the date of the Vendor's registration on the Department of Homeland Security website <http://www.dhs.gov/e-verify> by providing the Memorandum of Understanding (MOU) electronic signature page with the date of registration and company ID number. In the case of contractors, this includes obtaining affidavits from all subcontractors who will participate in the performance of the Agreement. All subcontractor certifications must be kept on file with the contracted Vendor and made available to the state and/or the District upon request. The District reserves the right to take action against any Vendor deemed to be non-compliant. Potential actions may include, but are not limited to, cancellation of the Agreement and/or suspending or debaring the Vendor from performing services for the District. E-Verify Exemption List (See the Department of Homeland Security website)

**G. Compliance With Section 20.055, Florida Statutes**

Each contract shall include the following language: "The Contractor agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes."

**H. Scrutinized Companies Statement.**

Each contract shall include the following language: "Contractor certifies that it is not in violation of section 287.135, Florida Statutes, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract."

## I. Certificate of Insurance (COI)

The Vendor shall maintain, on a primary basis and at its sole expense, at all times while performing work for any of the Districts, the “**Standard Insurance Requirements**” described herein. Upon receipt of a notice of intent to award from a competitive formal solicitation, the successful Respondent shall provide a Certificate of Insurance (COI). Prior to commencement of any work for the Districts, a COI fulfilling all Standard Insurance requirements must be received and approved by Risk Management. The requirements contained herein, as well as the District’s review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Agreement.

## J. Standard Insurance Requirements

1. **Financial Rating of Insurance Companies** - All insurance companies must have financial rating of A- or higher by A.M. Best Company, Inc. except for self-insured insurance companies.
2. **Commercial General Liability Insurance** - The Vendor shall maintain Commercial General Liability Insurance at a limit of liability not less than \$1,000,000 each occurrence and a \$2,000,000 annual aggregate. Due to the nature of the work involved, consultants performing program and/or contract management services are required to maintain \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting product /completed operations, independent contractors, broad form property damage, X-C-U Coverage, contractual liability or cross liability. The self-insured retention or deductible shall not exceed \$50,000.
  - a) **Additional Insured Endorsement.** The Vendor shall endorse all Districts as an “Additional Insured” on the Commercial General Liability Insurance with a “CG 2010 Additional Insured – Owners, Lessees, or Vendors,” or “CG2026 Additional Insured – Owners, Lessees, or Vendors – Scheduled Person or Organization endorsement,” or similar endorsement providing equal or broader “Additional Insured” coverage. In addition, the Vendor shall endorse all Districts as an “Additional Insured” under the Vendor’s Commercial Umbrella/Excess Liability as required herein. \*
  - b) **Waiver of Subrogation Endorsement.** The Vendor shall provide a waiver of subrogation in favor of the District, Vendor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer or should a policy condition not permit the Vendor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Vendor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the Vendor enter into such an agreement on a pre-loss basis.
3. **Business Automobile Liability Insurance** - The Vendor shall maintain Business Automobile Liability Insurance at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall include liability for owned, non-owned, and hired automobiles. In the event the Vendor does not own automobiles, the Vendor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- a) Additional Insured Endorsement. The Vendor shall endorse all Districts as an “Additional Insured” on the Business Automobile Liability Insurance with a “CG 2010 Additional Insured – Owners, Lessees, or Vendors,” or “CG2026 Additional Insured – Owners, Lessees, or Vendor – Scheduled Person or Organization endorsement,” or similar endorsement providing equal or broader “Additional Insured” coverage. In addition, the Vendor shall endorse all Districts as an “Additional Insured” under the Vendor’s Commercial Umbrella/Excess Liability as required herein. \*
  - b) Waiver of Subrogation Endorsement. The Vendor shall provide a waiver of subrogation in favor of the District, Vendor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer or should a policy condition not permit the Vendor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Vendor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the Vendor enter into such an agreement on a pre-loss basis.
4. **Worker’s Compensation Insurance and Employers Liability Insurance** - The Vendor, any sub-consultants or subcontractors shall maintain their own Worker’s Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. In case any class of employees engaged in hazardous work at the site of the operations is not protected under the Worker’s Compensation statute, the Vendor shall provide, and cause each sub consultant or subcontractor to provide adequate insurance for the protection of its employees not otherwise protected. The Vendor must provide a Certificate of Insurance (COI) showing Worker’s Compensation coverage or must provide an exemption certificate issued by the State of Florida showing that the Vendor is exempt from Worker’s Compensation insurance requirements. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case-by-case basis).
  5. **Umbrella or Excess Liability Insurance (needed for large contracts as determined and approved by the Purchasing Director)** - The Vendor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than \$2,000,000 each occurrence and \$2,000,000 aggregate. The Vendor shall endorse all Districts as an “Additional Insured” on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure “True Follow- Form” basis, or the District is automatically defined as an additional protected person. Any self- insured retention or deductible shall not exceed \$50,000.
  6. **Professional or Errors and Omissions Liability Insurance (when applicable)** - The Vendor shall maintain a Professional Liability or Errors and Omissions policy at a limit of liability no less than \$2,000,000. The Vendor shall endorse all Districts as an “Additional Insured” on the Professional and/or Errors and Omissions Liability Insurance.
    - a) Additional Insured Endorsement. The Vendor shall endorse all Districts as an “Additional Insured” on the Professional or Errors and Omissions Liability Insurance with a “CG 2010 Additional Insured – Owners, Lessees, or Vendors,” or “CG2026 Additional Insured – Owners, Lessees, or Vendors – Scheduled Person or Organization endorsement,” or similar endorsement providing equal or broader “Additional Insured” coverage. In addition, the Vendor shall endorse all Districts as an “Additional Insured” under the Vendor’s Commercial Umbrella/Excess Liability as required herein. \*

- b) Waiver of Subrogation Endorsement. The Vendor shall provide a waiver of subrogation in favor of the District, Vendor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the Vendor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Vendor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the Vendor enter into such an agreement on a pre-loss basis.
7. **Professional Liability for IT including Cyber Risk** - The Vendor shall maintain Professional Liability Insurance for IT Technology including cyber risk policy at a limit of liability no less than \$1,000,000 per claim/loss and \$2,000,000 annual aggregate. The Vendor shall endorse all Districts as an “Additional Insured” on the Professional IT Liability Insurance.
- a) Additional Insured Endorsement. The Vendor shall endorse all Districts as an “Additional Insured” on the Professional Liability for IT Insurance with a “CG 2010 Additional Insured – Owners, Lessees, or Vendors,” or “CG2026 Additional Insured – Owners, Lessees, or Vendors – Scheduled Person or Organization endorsement,” or similar endorsement providing equal or broader “Additional Insured” coverage. In addition, the Vendor shall endorse all Districts as an “Additional Insured” under the Vendor’s Commercial Umbrella/Excess Liability as required herein. \*
  - b) Waiver of Subrogation Endorsement. The Vendor shall provide a waiver of subrogation in favor of the District, Vendor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer or should a policy condition not permit the Vendor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Vendor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the Vendor enter into such an agreement on a pre-loss basis.

**\*Note:** The individual Districts that shall be endorsed and listed as Additional Insureds on all policies are:

Village Center Community Development District  
 Sumter Landing Community Development District  
 Brownwood Community Development District  
 Village Community Development Districts 1 – 15  
 North Sumter County Utility Dependent District  
 Wildwood Utility Dependent District  
 Middleton Commercial Community Development District  
 Middleton A Community Development District  
 Eastport Community Development District  
 Coleman Ridge Community Development District  
 Villages Public Safety Department Dependent District

All at the following street address:

984 Old Mill Run  
 Attention: Risk Management  
 The Villages, FL 32162

**K. Indemnification** - The Vendor shall indemnify, defend and hold harmless all of the Districts, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Vendor's own employees or damage to property occasioned by a negligent act, omission or failure of the Vendor.

**L. Builder's Risk Insurance** - Required for all projects when a new building is being constructed from the ground up. The Vendor, prior to notice to proceed or commencement of work, whichever occurs first, shall obtain Builder's Risk Insurance providing coverage to protect the interests of the Districts, Vendor, and subcontractors. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the project as well as subsequent modifications of that sum. Flat deductible(s) shall not exceed \$50,000, wind percentage deductible (when applicable) shall not exceed ten-percent (10%), and flood sub limit shall not be less than 25% of the projected completed value of the project. The Vendor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the District. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the District's interest in the building ceases, or the building is accepted or insured by the District. The Vendor shall endorse the District's as "Additional Insured", or "Loss Payee", on the Builder's Risk Policy. Builder's Risk Insurance is not required for additions or renovations that will alter and/or add to an existing permanent structure.

**M. Deductibles, Coinsurance Penalties, and Self-Insured Retention** - The Vendor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the District, the Vendor shall, when requested by the District, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

**N. Right to Revise or Reject** - The District reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the District reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the District shall provide the Vendor with written notice of such revisions or rejections.

**O. No Representation of Coverage Adequacy** - The coverages, limits or endorsements required herein protect the primary interests of the Districts, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Vendor against any loss exposures, whether as a result of the project or otherwise.

**P. Certificate(s) of Insurance** - The Vendor shall provide the VCCDD Purchasing Department with a COI clearly evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each COI. In the event the District is notified that a required insurance coverage will cancel or expire during the period of this contract, the Vendor agrees to furnish the District prior to the expiration of such insurance, a new COI evidencing replacement coverage. When notified by the District, the Vendor agrees not to continue work pursuant to this contract, unless all required insurance remains in effect. The District shall have the right, but not the obligation, to prohibit the Vendor from entering the project site until a new COI is provided to the District evidencing the replacement coverage. The Vendor agrees the District reserves the right to withhold payment to the Vendor until evidence of reinstated or replacement coverage is provided to the District. If the Vendor

fails to maintain the insurance as set forth herein, the Vendor agrees the District shall have the right, but not the obligation, to purchase replacement insurance and the Vendor agrees to reimburse any premiums or expenses incurred by the District.

**Q. The Vendor Agrees the COI shall:**

1. Clearly indicate all the Districts have been endorsed on the Commercial General Liability Insurance with a “CG 2010 Additional Insured – Owners, Lessees, or Vendors,” or “CG 2026 Additional Insured – Owners, Lessees, or Vendors – Scheduled Person or organization endorsement,” or similar endorsement providing equal or greater “Additional Insured” coverage.
2. Clearly indicate all Districts are endorsed as an “Additional Insured”, or “Loss Payee” on the Builder’s Risk Insurance, and when applicable, “Additional Insured” on the Commercial Umbrella/Excess Liability Insurance as required herein.
3. Clearly identify each policy’s limits, flat and percentage deductibles, sub limits, or self- insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. The original COI should be forwarded and clearly indicate certificate holder and “Additional Insured” as follows:

Village Center Community Development District  
Sumter Landing Community Development District  
Brownwood Community Development District  
Village Community Development Districts 1 – 15  
North Sumter County Utility Dependent District  
Wildwood Utility Dependent District  
Middleton Commercial Community Development District  
Middleton A Community Development District  
Eastport Community Development District  
Coleman Ridge Community Development District  
Villages Public Safety Department Dependent District

All at the following street address:

984 Old Mill Run  
Attention: Risk Management  
The Villages, FL 32162

**NOTICE:** On rare occasions, exceptions to the required insurance limits are needed. The Risk Management Department may adjust such requirements if deemed necessary. Exceptions are valid only for the applicable project or fiscal year in which they are granted.

**XVIII. TAX EXEMPTION INFORMATION**

The Districts are exempt from payment of sales and local use tax. District(s) tax exempt certificate number is to be given to all Vendors to avoid payment of state and local use taxes. The tax-exempt certificate number is available on the District website (Purchasing webpage) or by contacting the Finance Department. Personal use of the District's tax exempt certificate number is strictly prohibited. In addition to being liable for payment of the tax plus a mandatory penalty of 200 percent of the tax such person shall be liable for fine, and punishment as provided by law for a conviction of a felony of the third degree, as provided in § 775.082, F.S., § 775.083, F.S., and § 775.084, F.S.