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VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT  
PURCHASING PROCEDURE MANUAL

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(Revision 1 – November 2025)

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## **I. INTRODUCTION**

The Village Center Community Development District (the “VCCDD”) has adopted this Purchasing Procedure Manual (the “Manual”) to establish standard operating procedures consistent with VCCDD’s Purchasing Policy and Rule. The Manual contains 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 promotes ethical, efficient, and economic procurement of goods and services through fair and open competition. VCCDD staff shall follow the Manual in good faith.

**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 coordinate purchasing activities and to implement consistent purchasing policies, rules, procedures and forms for all District Departments (each, a “Department”). The Division shall provide timely procurement services to the Districts and Departments and seek best value to stakeholders while maintaining quality and integrity.

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

The Division strives to maintain high standards of ethics and conduct. Public procurement officials are required to preserve the integrity of purchasing processes and to award contracts equitably and economically. Florida Statute (F.S.) Chapter 112, Part III, Code of Ethics for Public Officers, and Employees (the “Ethics Code”) is included by reference in the Manual. Acceptance of gifts or other transactions that violate the Ethics Code are prohibited.

For the District’s internal purposes, the gift solicitation and acceptance rules of Section 112.3148(3) and (4) shall be deemed to govern, to the same extent as it governs a reporting individual, 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.

## **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 reviews all purchase requisitions for adherence to policies and procedures, proper accounting, and overall quality of supporting documentation, as required.
4. The Division may serve as a liaison with the Finance Department if needed.
5. 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 they are exempt from the requisition process as defined in the Manual.
3. District Departments are responsible for timely review and approval or rejection of (1) all Agreements, change orders and task orders prior to submission for final District approval and (2) invoices submitted to Accounts Payable for payment.

## **V. PURCHASING PROCESS OVERVIEW**

### **A. Purchasing Process**

1. Department identifies a need for goods or services and the corresponding budget item and desires the issuance of a purchase order (a “Purchase Order”).
2. Department develops the Estimated Cost of the goods or services. (See Section VI)
3. Department recommends a Vendor with confirmation from the Authorized Process Approver that the appropriate method was selected and followed. (See Section VII).
4. Department enters a requisition into the Financial Management Software – Purchase Order (PO) Module;
5. Authorized District staff reviews and approves the purchase requisition in Financial Management Software – PO Module utilizing Approval Process Streams (See Section VIII). If Board approval is required, the item shall first be placed on the next convenient Board agenda for action. Approval of the purchase requisition is also final approval of the recommended Vendor (See Section VIII).
6. The District and Vendor execute a separate written contract (an “Agreement”) and a Purchase Order is issued under the Agreement or, if the purchase does not require a separate written contract, the Division issues a stand-alone Purchase Order to selected Vendor which shall be considered a contract upon acceptance by the Vendor;
7. Department receives goods or services in accordance with the Purchase Order;
8. Vendor delivers invoice (with reference to Purchase Order number) by email to [accountspayable@districtgov.org](mailto:accountspayable@districtgov.org) and the invoice is processed for payment in accordance with policies and procedures of the Finance Department.

### **B. Purchasing Procedures**

1. A Department shall not recommend a Vendor that is suspended or debarred under the applicable District’s Purchasing Rule.
2. Certain purchases are subject to procedures imposed as conditions of funding. For example, grant expenditures often require procedures in addition to those in the Manual. A Department, if awarded grant funding, must identify and transmit to the Division any such conditions and ensure they are met.
3. All formal solicitation records shall be retained by the Division on behalf of each District in accordance with the records retention schedules established by the State of Florida.
4. All purchases and contracts must be made in accordance with the Manual. No District shall be bound to any purchase or contract unless it is undertaken in accordance with the Manual.
5. The District shall 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.
6. The Division may issue memoranda establishing purchasing forms and processes. It is advised that End Users utilize the PO Module Operations Manual “Guidelines for Effective Writing” located on shared Purchasing Drive.

## **VI. ESTABLISHING THE ESTIMATED COST**

### **A. Goods and General Services.**

The Estimated Cost for purchase of goods or services shall be the amount to be paid by the District, as reasonably estimated by the Department after appropriate research.

### **B. Recurring Purchases within a Fiscal Year.**

### **C. Where related goods or services are expected to be delivered by one Vendor several times over the course of a fiscal year under a Blanket Purchase Order (See Section X), the Estimated Cost shall be the anticipated aggregate expenditure for that fiscal year. When procuring a multi-year contract for recurring purchases (i.e., contracts to be used on an “as needed” basis), the Estimated Cost should be the maximum purchase amount for a single fiscal year. Blanket Purchase Orders will not be issued for an amount greater than the Estimated Cost used to procure a contract.**

### **D. Construction, Maintenance, and Repair.**

The Estimated Cost for construction, repair, or maintenance of public facilities shall be established by fully accounting for all costs associated with performing and completing the work, including employee compensation and benefits, equipment cost and maintenance, insurance costs, and the cost of direct materials to be used in the construction of the project, including materials purchased by the local government, and other direct costs, plus a factor of 20 percent for management, overhead, and other indirect costs.

### **E. Aggregate Purchases.**

If the Division or any Department foresees a need for products or services of a like or similar nature costing \$195,000 or more in aggregate within a fiscal year, it may recommend competitive sealed bidding, even though the products and services individually may be under the \$195,000 formal solicitation threshold. Due to the nature 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 \$195,000 threshold. Where possible, these types of services shall be put under an Agreement with a Blanket Purchase Order. When circumstances indicate 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.

## **VII. SELECTING A RECOMMENDED VENDOR**

### **A. Prior to Requisition.**

A recommended Vendor must be selected prior to requisition. If a new solicitation process is required, the process used shall be in accordance with Table VII-1 based on the Estimated Cost except where otherwise required by law such as for auditor selection, electrical work, or design professional services.

### **B. Exceptions to New Solicitation**

All purchases require a new solicitation process, except for the following:

1. Small purchases (See Category A, Table VII-1)
2. Exempt goods and services (see Section IX(B))
3. Sole source purchases (see Section XIII)
4. Purchases from properly procured Agreements already in place
5. Purchases from purchasing agreements of other local governments (See Section XIV)
6. Purchases from state term contracts (See Section XV)
7. Emergency purchases (see Section IX(C))

**TABLE VII-1 – Vendor Selection Method by Size of Purchase**

Thresholds (Estimated Cost)	Required Sourcing Method	Authorized Process Approvers
<b>Category A</b>  \$49,999.99 or less	Although quotes are not required, they are encouraged	Monitored by the Department and Purchasing Division
<b>Category B</b>  \$50,000 to \$99,999.99	Three written quotes	Monitored by the Department and Purchasing Division
<b>Category C</b>  \$100,000 to \$194,999.99	Formal Request for Quotes through the Division	1. Department Director or Designee; 2. Budget Director or Designee; 3. Purchasing Director or Designee; and 4. CFO or Designee
<b>Category D</b>  \$195,000 and over	Competitive Formal Solicitation required ( <b>See Section XVI</b> )	1. Department Manager or Designee; 2. Department Director or Designee; 3. Budget Director or Designee; 4. Purchasing Director or Designee; and 5. CFO or Designee



## VIII. PURCHASE APPROVAL AUTHORITY

Except as set forth in Subsection VI(B), purchases must be approved by authorized individuals as set forth in the following table (Table VIII-1).

**TABLE VIII-1 – Authority for Approval of Expenditure by Size of Purchase**

<b>Levels</b>	<b>Authorized Approvers</b>
<b>Category 1</b> \$5,000.00 or less <b>P-card or PO (if needed)</b>	Department Director or Purchasing Director
<b>Category 2</b> \$5,000.01 to \$24,999.99 <b>PO required</b>	Department Director or Purchasing Director
<b>*Category 3</b> \$25,000.00 to \$49,999.99 <b>PO required</b>	(1) Department Director; and (2) Purchasing Director
<b>*Category 4</b> \$50,000 to \$99,999.99 <b>Agreement &amp; PO required</b>	(1) Department Director; (2) Budget Director; (3) Purchasing Director; and (4) Deputy District Manager or District Manager
<b>*Category 5</b> \$100,000.00 and over <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

\*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.

## **IX. EXEMPTIONS**

### **A. Expenditures not Subject to Purchase Order or Solicitation Process.**

Subject to all other purchasing requirements including approval in accordance with Table VIII-1, the following are exempt from Vendor selection procedures, and payments may be made without a Purchase Order:

1. P-Card Purchases in compliance with Section XII
2. Professional license/subscriptions renewal and updates; media licensing
3. Pre-approved District employees' reimbursements, such as travel, tuition reimbursements, required course material;
4. Employee expenses such as conference registrations, conference fees, and membership dues;
5. Books, publications and subscriptions;
6. Advertisements and public notices;
7. Monthly recurring utility and communication bills; all to include water, sewer, gas, waste management, electric, cable, telephone and IT;
8. Interdepartmental billing such as worker's compensation premiums and other insurance premiums; to include all property & casualty and Employee Benefits; Insurance Claims/Deductible Payments;
9. Risk management claims settlement;
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. Legal advertising and recording fees
16. Mail carrier fees (UPS, USPS, Federal Express, Airborne Express, etc.);
17. Refunds;
18. Reimbursements to District Board members;
19. Recurring monthly intergovernmental disbursement

### **B. Goods and Services which Require a Purchase Order but are Exempt from Solicitation Process.**

Subject to all other purchasing requirements including approval in accordance with Table VIII-1, the District may buy any of the following goods or services without a solicitation process:

1. Software license/subscription renewal and updates, software annual maintenance, and software support costs;
2. Fees and costs of job-related training: Public Safety Training classes
3. Purchases of goods or commodities from persons with properly procured consulting Agreements, provided that the goods or commodities are directly related to the consulting work and do not exceed \$195,000 in Estimated Cost.
4. Employment services;
5. Legal Services

### **C. Emergency Purchases.**

Where consistent with law, a new solicitation process is 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 of the District Manager or designee after actual notice to the District Chair or, in the absence of the District Chair, District Vice Chair. Any emergency purchase at or exceeding \$195,000 must be presented by the Department Director or designee to the Board at their next regularly scheduled meeting for “after-the-fact” notification. An “emergency” is defined as 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 find 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.

## **X. PURCHASE ORDERS**

### **A. Generally.**

After the Department authorized approvals of a purchase requisition, the Division will

1. if the expenditure is less than \$50,000, issue a standalone Purchase Order which shall serve as the contract for purchase; or
2. if the expenditure exceeds \$50,000, finalize a form of Agreement and, once the Agreement is fully executed, issue a Purchase Order subject to the Agreement. Each Agreement shall provide that the terms of the Agreement will supersede any conflicting provision in the District’s standard form of Purchase Order.

Once the Purchase Order has been issued, the Department may place the order. Orders requiring a Purchase Order shall not be placed until the Purchase Order is issued.

### **B. Blanket Purchase Orders.**

Blanket Purchase Orders shall be issued to cover reoccurring purchases from a Vendor within a fiscal year. Blanket Purchase Orders will be closed at the end of each fiscal year. Departments must submit a new request for a Blanket Purchase Order for each fiscal year. Blanket Purchase Orders may not be used for expenditures associated with any construction, repair or maintenance project that exceeds \$100,000 in Estimated Cost.

## **XI. CHANGE ORDERS**

### **A. Generally.**

Changes orders to Purchase Orders or Agreements shall be in accordance with District Manual, Policy and Rule. Where an Agreement provides procedures governing change orders, field orders, and other amendments, such procedures shall supersede conflicting provisions herein. A change to a Purchase Order requires a Purchase Order change order to be entered using the Financial Management Software. Purchase Order change orders shall not be used to avoid ANY standard purchasing procedures established within the Manual. A change to an Agreement may only be made in a manner consistent with the terms of the Agreement. The Department shall submit its request, together with all supporting documentation, to the Division for review and determination. Before submitting a request to modify a Purchase Order or contract, the Department should ensure the following prerequisites are met and evidenced in the request documentation:

1. Justification or explanation for the request to modify the Purchase Order or contract.

2. Any other supporting documentation, as may be applicable.
3. Valid requirements for the change have been established.
4. Funding is available to cover any cost impact of the modification.

#### **B. After award.**

Amendments/Purchase Order change orders after award. The CFO or designee may authorize change orders/amendments for construction, and goods and/or services within the overall scope of the project or procurement subject to final approval in accordance with the then current thresholds promulgated in the District Policy. If the change is outside the scope of the original project or procurement as determined by the CFO or designee, a new Agreement must be procured. Change orders resulting in a cardinal change shall not be approved in connection with contracts which were awarded by competitive solicitation or which, after giving effect to the change order, would be subject to competitive solicitation requirements hereunder.

#### **C. Verbal Field Orders**

Under the following conditions, a Manager or above may issue verbal field orders authorizing minor changes in the goods to be delivered or work to be performed if the changes do not involve a material adjustment in the contract price or contract times and are compatible with the overall project or activity as a functional whole:

1. To address a bona fide emergency as defined under Section VII (D) of the Manual
2. To ensure the continuity of critical elements of contract performance
3. To allow for reasonable substitution of functionally equivalent materials or goods
4. to conform the Agreement scope or description of goods or work to site conditions, dimensions, or functional or aesthetic requirements recognized in the field

Any such verbal direction shall be confirmed in writing by the Manager or above to the Contractor within five (5) calendar days after issuance. A copy of the written direction shall be provided to the Purchasing Director with documentation to support the action taken. A formal change order and associated contract amendment, if applicable, will be negotiated in conjunction with the Division and shall replace the written confirmation no later than fifteen (15) calendar days after issuance of the verbal direction. Final approval shall be obtained as applicable.

#### **D. Limitations on Change Orders**

Changes to an Agreement or standalone Purchase Order

1. should always be governed by the Agreement and solicitation documents before reference to this manual;
2. should not result in a cardinal change to scope;
3. should not increase price without approval at the threshold in Section VIII applicable to the increase amount;
4. should not increase burdens without consideration (e.g., no price increase in term contract without consideration);

#### **E. Final Approval**

Modifications and change orders to contracts and Purchase Orders require approval at the established authorization levels. The authorization level shall be as set forth in Table VIII-1, based on the amount of the change order, provided that a change order exceeding \$24,999.99 or 20% of the original contract price shall require approval at the level set forth in Table VIII-1 based on the total contract price after giving effect to the proposed change order. Change orders requested as a result of an emergency shall be subject to the provisions

governing emergency purchases. Except with respect to Verbal Field Orders, Departments shall not proceed with any action until approval has been received from the Purchasing Director, the District Manager, or the District Board, as appropriate.

## **XII. PURCHASING CARDS**

The Purchasing Card Program is typically used as an efficient method for small purchases at or under the \$10,000 threshold specifically for on-site field purchases, emergency type items when needed and if a Vendor will not accept a purchase order.

### **A. Purpose**

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 P-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.

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 \$10,000 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.

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

The single dollar limit shall not exceed \$10,000 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 \$10,000, if necessary. 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 CFO or designee. 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**

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.

### **XIII. SOLE SOURCE & SPECIFIED PRODUCT PURCHASES**

#### **A. Policy.**

The District's policy is that Vendors should be identified for recommendation after competitive solicitation. However, commodities or contractual services available only from a sole source may be excepted from the competitive solicitation requirements. A designation of the sole source Vendor or specified product must be obtained from the District Board prior to issuance of a Purchase Order to a Vendor recommended under this provision.

#### **B. Sole Source Purchase.**

A Sole Source Vendor may be designated after a reasonable determination that the Vendor is the only source of the item or service that meets the functional and operational requirements of the District. Sole Source purchases require justification from the Requesting Department to the Division. Reasonable justification may include:

1. The item is the only manufactured part or piece of equipment that will operate with a present component system, Original Equipment Manufacturer (OEM) and is only available from one Vendor.
2. The item or service is patented and is only available from Vendor. (Letter from manufacturer required, patent number).
3. Investigation has shown that there is no other like item available that performs the same function. (Research required evidencing like brands).
4. The service being performed is only available from one source as a result of licensing requirements or warranty agreements.
5. The item has been specified for a project by the architect or engineer of record, when appropriate, and is only available from one Vendor.
6. Other reasons requiring extensive justification.

#### **C. Process for Designating a Sole Source Vendor**

1. The Requesting Department prepares a Sole Source Request & Justification Form with 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 Request & Justification Form and the memo 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 CFO 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 CFO or designees, the Division will electronically post a description of the desired purchase for a period of at least fifteen (15) business days.
4. 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.
5. If after posting for fifteen (15) business days there are no additional Vendors wishing to submit, the Division will prepare and submit an agenda item for Board(s) approval(s).
6. Upon Board(s) approval(s), the Requesting Department may submit a purchase requisition recommending the Sole Source Vendor.
7. If sole source designation is rejected, the normal Vendor selection process and documentation requirements will apply.

#### **D. Sole Source Vendor Considerations**

1. 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. Approval of sole source purchases is required at the levels for purchase requisitions established in Section VIII of the Manual.

2. 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.
3. A record of sole source designations shall be retained and monitored by the Division and the Requesting Department.

#### **E. Specified Product Required for Design or Standardization**

1. **Specified Product.** The District may, in its reasonable discretion, specify a particular manufacturer or brand name for products to meet certain functional or performance requirements where product inconsistency across purchases would be operationally or aesthetically undesirable. Standardization of products allows the District to capitalize on purchasing economies and/or other benefits such as maintenance efficiency, spare parts consolidation, and interchangeability, staff training and safety, etc., when the same type of equipment or goods are purchased consistently.
2. **FF&E as Specified Product.** 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 provisions of this Specified Product section shall be applicable to the acquisition of unique FF&E of a particular design.
3. **Specified Product from Sole Source.** This section shall allow designation of Specified Products even if they are only available from a sole source; provided, however, that the provisions herein relating to designation of a Sole Source Vendor shall apply.

### **XIV. PIGGYBACK PUBLIC CONTRACTS**

#### **A. Authority.**

Each District is a special district permitted by § 189.053, F.S., to purchase commodities and contractual services, other than services the acquisition of which is governed by s. 287.055, from the purchasing agreements of other special districts, municipalities, or counties which have been procured pursuant to competitive bid, requests for proposals, requests for qualifications, competitive selection, or competitive negotiations, and which are otherwise in compliance with general law if the purchasing agreement of the other special district, municipality, or county was procured by a process that would have met the procurement requirements of the purchasing special district.

#### **B. Authorized Agreements for Piggyback.**

The other public entity’s agreement must be currently active, formally solicited, and awarded agreement(s). The “piggyback” will be in accordance with all the terms and conditions, unit prices, time frames, and other criteria in the other public entity’s formal solicitation. Changes to terms, conditions and other criteria are not permitted.

#### **C. Unauthorized Agreements for Piggyback.**

“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 Agreements

3. Expired Agreements
4. Professional Services Agreements, architecture, professional engineering, landscape architecture, or registered surveying and mapping (CCNA applicable)

#### **D. Procedure for Piggyback.**

1. 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” is permissible. The awarded Vendor must agree to extend the same terms and conditions to the District.
2. The following items are required to be part of the procurement package prior to presenting “piggyback” to the Purchasing Director or designee for review and approval:
  - a) A full copy of the Lead Public Agency’s formal solicitation including all addendums
  - b) Vendor’s price sheet
  - c) 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;
  - d) Vendor and Lead Public Agency’s executed agreement (including all amendments and renewal documentation);
  - e) Vendor’s E-Verify compliance;
  - f) Vendor’s compliance of District insurance requirements;
  - g) If deemed necessary by the Division, a formal Piggyback Agreement utilizing the Lead Public Agency Agreement will be required with Vendor and Board approvals.
3. Purchases from piggyback contracts require approval at the same levels as other purchases (see Section VIII). It is not necessary to request approval by the Board for a formal piggyback agreement to make as-needed or one-time purchases so long as the purchase requisition does not exceed the threshold identified in Section VIII, Category 5, of the Manual.
4. If a formal Piggyback Agreement requires Board approval, the Division will create an agenda item and present it to the applicable District Board(s) for approval(s).

### **XV. 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.

#### **A. Authorized Purchasing Cooperatives/Consortiums**

District may purchase from contracts procured by entities including; but not limited to, the following:

1. Sourcewell
2. OMNIA Partners
3. The Interlocal Purchasing System (TIPS)
4. Buy Board



5. The Florida Sheriffs Association
6. Florida Department of Management Services (Division of State Purchasing)
7. GSA Advantage! (Cooperative Purchasing and Disaster Purchasing Programs)
8. 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.

## **XVI. FORMAL SOLICITATIONS**

Where a formal solicitation is required or desired, the District shall use Invitations to Bid (ITBs), Requests for Proposals (RFPs), Requests for Qualifications (RFQs), or Competitive Reverse Auction.

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 CFO or designee. Formal solicitations should contain the following elements in addition to forms, notices, or other items required by the District or Florida Statutes:

### **A. Specifications and Solicitation Content**

1. ***Specifications from Department.*** Requesting Department must include detailed specifications clearly, accurately, and completely for the product or service to be purchased. The preparation of specifications/scope of services/scope of work is the responsibility of the Requesting Department with assistance and review by the Division. Specifications/scope of services/scope of work shall permit competition except on proprietary materials or services. In general, specifications should define the level of performance required rather than specific design or brand name. Specifications shall be clear and concise and provide the salient characteristics required by the Requesting Department. The specification packet shall include, but is 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) Evaluation Criteria (RFP/RFQ). 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. Price is not considered in an RFQ evaluation.

- e) Functional and general information or a narrative of the end goal that is desired by the Requesting Department
- f) Bid form must clearly identify the quantity or estimated quantity to be furnished by the vendor
- g) Applicable law and rule requirements
- h) Time and place of product delivery
- i) Dimensions, tolerance, and performance expectations of an item or service (if applicable)
- j) Unnecessarily restrictive specifications or requirements that might unduly limit the number of respondents are disfavored. Careful attention must be given when a specific item/service is identified:
  - (1) avoid identifying unjustifiably specific product characteristics, i.e. specifying the 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 Specified Product
- k) Alternative products for consideration, or justification as to why no alternates will be accepted for review
- l) A Statement describing the warranty requirements in accordance with Section XVI(E) below.
- m) 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.”.
- n) A statement that conditional bids/proposals will not be considered unless all information is indicated on the Exceptions and Deviations page with all attached documentation if applicable.
- o) A statement that 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.
- p) A statement that 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.

The specifications will not include any requirement or consideration prohibited by law. Without limiting the foregoing, the specifications may not consider a Vendor’s social, political, or ideological interests; the specifications may not require that a Vendor do any of the things described at Sec. 255.0992(2)(b), F.S.

2. ***Solicitation Forms from Division.*** The Division shall ensure specifications allow for open competition. 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) Bonding requirements
- d) District insurance requirements
- e) 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 Competitive Reverse Auctions.

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 experience and qualifications and licensure of the potential Vendor, rather than pricing. 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. ***Competitive for Reverse Auction***.
  - a) Competitive Reverse Auctions shall be solicited through an Invitation for Reverse Auction. Each Invitation for Reverse Auction shall include specifications and any applicable evaluation criteria. Contractual terms and conditions may be included within the solicitation document or incorporated by reference.
  - b) A pre-qualification process may be conducted as part of or prior to the issuance of an Invitation for Reverse Auction in order to establish a list of qualified respondents. In the event a pre-qualification process is used, the Director of Procurement may limit consideration to bids that are submitted by pre-qualified respondents.
  - c) Public Notice. Public Notice of the Invitation for Reverse Auction shall be given a minimum of five (5) calendar days prior to the date set forth therein for the opening of bids.
  - d) Bid Acceptance and Evaluation. Bids shall be evaluated based on the requirements set forth in each Invitation for Reverse Auction, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Each Invitation for Reverse Auction shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the Invitation for Reverse Auction.
  - e) Correction or Withdrawal of Bids. Correction or withdrawal of inadvertently erroneous bids shall be permitted up to the time of bid opening. After bid opening, no changes in bid prices or

to other provisions of the bid, shall be permitted; however, the Director of Procurement shall have the authority to waive minor irregularities.

- f) **Contract Award.** The contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to requirements and criteria set forth in the Invitation for Reverse Auction.

5. ***Consultant's Competitive Negotiation Act (CCNA).*** The CCNA process is a type of RFQ. The CCNA process must be used to acquire services of an Architect, Engineer, Land Surveyor, Mapper or Landscape Architect (piggybacking agreements for professional services within the scope of CCNA is not permitted)

- a) ***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.
- b) ***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.
- c) ***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.
- d) ***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.
  - (1) ***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.
  - (2) ***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.

- (3) **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).
- (4) **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.

### C. Formal Solicitation Procedures

1. **Solicitation Request.** 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 or designee and the CFO or designee for approval. Upon CFO or designee approval, the Division will begin the solicitation process with assistance from the Requesting Department.
2. **Specifications.** The Requesting Department, in conjunction with the Division, will formulate specifications using guidelines depicted within these policies and procedures for ITBs, RFPs, CRAs, and RFQs.
3. **Solicitation Schedule.** 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-bid Meetings.** 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. **Advertisement.** 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 XVII-1**

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.

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

6. **Records Retention.** 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. **Solicitation Contents.** All Solicitations should include the provisions set forth in Section XVI(A).
8. **Response Opening.** Formal responses will be opened at a public meeting in accordance with Section 286.011, F.S., and Section 255.0518, F.S.
- A Division Representative will facilitate the formal solicitation opening along with one other District staff member.
  - The formal solicitations can be opened in alphabetical order, by chance, time received, or at the discretion of the Division Representative
    - For ITBs, Vendor name and pricing will be read aloud and recorded.
    - For RFPs, CRAs, and RFQs, only the Vendor name will be read aloud and recorded.
9. **Complete Submissions; Irregularities, Exceptions and Deviations.** 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.
- 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.
    - 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 by the District Manager, Deputy District Manager or CFO.
    - 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.

- b) 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.
- c) 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.
- d) If all formal responses are rejected as nonresponsive, the Division Representative will be directed by the Purchasing Director or designee on how to proceed in accordance with Section XVI(C)(11) below. Unless otherwise stated in a formal solicitation, the District at all times reserves the right to reject all responses and cancel a solicitation.

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

- a) 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 has submitted with its response proof that it is a certified veteran business enterprise within the meaning of Chapter 295, F.S.
  - (3) If all conditions being equal, the District shall flip a coin (Coin toss must be recorded and witnessed)
- b) 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.

**11. *If No Respondents.*** 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.

**12. *Cancellation.*** 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.

**13. *Recommendation.*** After completion of the formal solicitation Respondent reviews (including, where appropriate, meetings and recommendations of a selection committee in accordance with Section XVII(H)-(I) below), 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).

14. ***Intent to Award.***

- a) Upon approval of the recommended Vendor by the Requesting Department, the Division Representative will post a public notice of Intent to Award.
- b) 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. ***Standards of Conduct.*** The District shall not knowingly enter into any Agreement or transaction which would cause any person to violate Section 112.313, F.S. Each applicable District Board reserves the right to reject any Agreement.

16. ***Pre-Project Meeting.*** Upon Agreement execution and, if applicable, collection of Performance and Payment Bonds (if applicable) the Division Representative and Department may conduct a precommencement meeting to discuss project specifics, start date and timeline; and, if applicable, execute the Notice to Proceed.

17. ***Early Default.*** 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.

**D. Bid Bonds, Payment & Performance Bonds and Sureties**

1. ***Bid Bond***

A satisfactory bid bond executed by a surety insurer authorized to do business in Florida and the Respondent (Principal) should identify applicable District(s) as the Owner/Obligee, in an amount equal to ten percent (10%) of the bid/proposal and shall be submitted with each response. No bid/proposal shall be withdrawn for a period of ninety (90) days subsequent to the solicitation opening without the written consent of the District.

2. ***Surety Letter (Required)***

For solicitations involving projects subject to the requirements of Section 255.05, F.S., the solicitation response shall include a satisfactory letter of intent to bond, with respect to performance and payment bonds, executed by each Respondent identified as the Principal and an acceptable surety, in an amount no less than one hundred and fifty percent (150%) of the bid amount, identifying applicable District(s) as the Owner/Obligee(s).

All bond related fees/expenses are the sole responsibility of the Vendor.

**E. Warranties**

1. All facilities/infrastructure projects shall 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.
2. Special goods or equipment such as HVAC, generators, etc., will carry the normal manufacturer's warranty, in addition to the one year for installation. For construction projects, warranties will be required as per the AIA Contract Document, A201- 2017, EJCDC C700 General Conditions (2018), or most current equivalent of the same. 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).



## **F. Formal Solicitation Protest Procedures**

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

## **G. 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(1)(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.

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

1. 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.
2. The Selection Committee consists of three (3) or more members representing a cross-section of District employees and/or Consultants for the District with knowledge of the commodities or services sought. Two (2) Selection Committee members shall be recommended by the Requesting Department Director or designee and submitted to the Purchasing Director or designee and CFO or designee for review. The Purchasing Director shall select the final member to ensure a qualified and impartial Selection Committee. A minimum of two (2) Division Representatives shall serve in an advisory capacity to the Selection Committee and must be present at all proceedings.
3. 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) The award to any Respondent with participation of the person would create a violation of Sec. 112.313, F.S.
  - b) The person's participation in any reasonably foreseeable proceedings of the Selection Committee would create a voting conflict within the meaning of Sec. 112.3143, F.S.
  - c) Current employment or past employment with the Respondent within one (1) year prior to the evaluation.
  - d) Serving as a current consultant or past consultant for or with the Respondent being evaluated within one (1) year prior to the evaluation.
  - e) Being a party to any current or past litigation / lawsuit with or against the Respondent being evaluated.
  - f) Any other activity, interest, or relationship that could possibly be viewed as a conflict of interest or conflicting 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.

4. 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.
5. 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.

#### **I. 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 not disclose the contents of any response to third parties except as required by law.
3. Selection Committee members shall not communicate among themselves regarding Committee business with each other for the duration of the process except during properly noticed Committee meetings.
4. Selection Committee members must attend the Selection Committee Meeting and 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 Requesting Department may provide District performance evaluations of applicable Respondents to be considered during discussion of the appropriate criterion (ex. experience of the firm).
8. The Division is responsible for ensuring recorded minutes and attendance is recorded for all meetings.
9. Evaluation Forms with weights/values included in the solicitation will be used by the Committee to score each Proposal.
10. 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.
11. 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, the score for each proposer will be read.
12. 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.

13. 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.
14. All Selection Committee meetings are open to the public per Sunshine Law requirements; however, the public may not participate in the evaluation process.
15. 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.
16. 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.
17. 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.
18. 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 or designee and Division Director or 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.
19. 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. Where appropriate, Division staff shall schedule a pre-commencement 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.

## **J. Agreements**

1. ***Staff Approval.*** Agreements for solicited goods and services shall be executed by the authorized approver (or above) as indicated in TABLE VIII-1.  
***Required Terms Incorporated.*** All Agreements shall be deemed to include all provisions required by law to be included. All procurement Agreements shall be subject to such provisions and laws regardless of whether such laws are referred to in the Agreement.
2. ***Preparation of Forms of Agreement.*** All forms of Agreement resulting from a formal solicitation shall be prepared and processed by the Division and the Requesting Department, approved by the District Manager or designee.
3. ***Preferred Form of Agreement for Construction.*** Any Agreements for projects to be built in accordance with drawings prepared by a design professional shall use the EJCDC® C-700, Standard General Conditions of the Construction Contract, 2018, published by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers.

4. 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.
5. ***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.
6. ***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.
7. ***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. The District Manager shall have the authority to terminate for convenience or default all agreements entered into on behalf of the District Manager.
8. ***Prohibited Terms***
  - a) No agreement can offer indemnity by the District to another party.
  - b) No agreement can waive the District's sovereign immunity.
  - c) No agreement can authorize advance payments.
  - d) No agreement can contain an indeterminate dollar exposure.

## **XVII. 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.

## **XVIII. 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. Vendors desiring to do business with the District shall prohibit illegal discrimination.
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**

Vendors are required to register with E-Verify 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 debarring 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. Human Trafficking Affidavit**

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

**J. Non-Collusion Declaration**

Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham RFP/ITB submittal in connection with the work for which their RFP/ITB submittal has been developed; or to refrain from responding to the RFP/ITB in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in their RFP/ITB submittal or of any other Respondent, or to fix any overhead, profit, or cost elements of their RFP/ITB price or the RFP/ITB price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful Contract any advantage against any other Vendor, or any person interested in the proposed work.

**K. 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 “Vendor Insurance Requirements.” 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.

**XIX. 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 a 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.