



**Hillsborough
County Florida**

Procurement Services

Procurement Procedures Manual

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TABLE OF CONTENTS

CHAPTER 1	INTRODUCTION, RESPONSIBILITIES AND FUNCTIONS OF PROCUREMENT SERVICES
CHAPTER 2	METHODS OF PROCUREMENT
CHAPTER 3	DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS
CHAPTER 4	PURCHASING CARD PROCEDURES
CHAPTER 5	PROTEST PROCESS AND PROCEDURES AND CONE OF SILENCE / ORDINANCE 13-24
CHAPTER 6	CONTRACT ADMINISTRATION
CHAPTER 7	AFTER-THE-FACT PURCHASES
CHAPTER 8	DIRECT PURCHASES OF CONSTRUCTION MATERIAL
CHAPTER 9	FRAUDULENT MISCONDUCT AND ETHICAL PROCUREMENT STANDARDS
CHAPTER 10	VENDOR/BIDDER RELATIONS, COMMUNICATION, CONE OF SILENCE AND PERFORMANCE
CHAPTER 11	DEBARMENT OF BIDDERS
CHAPTER 12	COOPERATIVE PURCHASING PROGRAMS
CHAPTER 13	INSURANCE, BONDS, AND DEPOSITS
CHAPTER 14	SURPLUS AND DISPOSAL OF PROPERTY
CHAPTER 15	EXCEPTIONS AND NONPROCUREMENT CONTRACTS

TABLE OF CONTENTS

CHAPTER 1	1-1
INTRODUCTION, RESPONSIBILITIES AND FUNCTIONS OF PROCUREMENT SERVICES.....	1-1
1.0 INTRODUCTION	1-1
1.0.0 Designees	1-1
1.0.1 Use of Term Bidder, Proposer, Vendor and Contractor	1-1
1.1 RESPONSIBILITIES AND FUNCTIONS	1-1
1.1.0 Procedures.....	1-1
1.1.1 Specifications.....	1-2
1.1.2 Consolidation of Requirements.....	1-2
1.1.3 Prioritization of Purchases	1-2
1.1.4 Standardization	1-2
1.1.5 Bidder Relations.....	1-2
1.1.6 Procurement Analysis	1-2
1.1.7 Public Notice.....	1-2
1.2 ADMINISTRATIVE PRINCIPLES	1-2
CHAPTER 2	2-1
METHODS OF PROCUREMENT	2-1
2.0 INTRODUCTION	2-1
2.1 INFORMAL/SMALL PROCUREMENT UNDER \$50,000	2-1
2.1.0 Definition	2-1
2.1.1 Procedures.....	2-1
2.2 FORMAL COMPETITIVE SEALED BIDS.....	2-1
2.2.0 Definition	2-1
2.2.1 Procedures.....	2-2
2.3 FORMAL COMPETITIVE SEALED REQUEST FOR PROPOSAL (“RFP”)	2-2
2.3.0 Definitions.....	2-2
2.3.1 Procedures.....	2-2
2.4 EMERGENCY PROCUREMENT (Non Declared).....	2-2
2.4.0 Definition	2-2
2.4.1 Approval Requirements	2-2
2.4.2 Procedures – After Hours.....	2-3
2.5 DECLARED EMERGENCY PURCHASES	2-4
2.5.0 Definition	2-4
2.5.1 Procedures.....	2-4
2.6 SOLE SOURCE PROCUREMENT	2-4
2.6.0 Definition	2-4
2.6.1 Procedures.....	2-5
CHAPTER 3	3-1
DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS.....	3-1
3.0 INTRODUCTION	3-1
3.1 TRAINING	3-1
3.2 PRE-PROCUREMENT PLANNING PROCESS	3-1

TABLE OF CONTENTS

3.2.0	Planning Meeting	3-1
3.2.1	Initiating a Procurement Process	3-1
3.2.2	Scheduling.....	3-2
3.3	SOLICITATION PROCESS	3-2
3.3.0	Specifications / Scope of Work.....	3-2
3.3.1	Preparation of Formal Bids/Proposals	3-6
3.3.2	Public Notice.....	3-7
3.3.3	Site Visits/Inspections Relative to Specifications.....	3-8
3.3.4	Pre-Bid/Proposal Conference.....	3-8
3.3.5	Clarifications or Changes to the Bid/Proposal.....	3-9
3.3.6	Addenda.....	3-10
3.3.7	Best and Final Process (Pertains to RFP's only)	3-11
3.4	SUBMITTAL REVIEW PROCESS.....	3-12
3.4.0	Rights of the County	3-12
3.4.1	Informal Bids (Purchases Less than the Formal Bid Limit)	3-12
3.4.2	Formal Bids/ Proposals Receipt and Evaluation Process	3-13
3.4.3	References Checks and Documentation for Formal and Informal Bids / Proposals (where applicable).....	3-15
3.4.4	Procedure for Handling Deviations	3-17
3.4.5	Request for Clarification.....	3-18
3.4.6	Bidder Errors.....	3-18
3.4.7	Bids that Exceed Budget.....	3-18
3.4.8	Tie Bids/Proposals (NON-CCNA)	3-19
3.4.9	Single Bid/Proposal Submittal Analysis.....	3-19
3.4.10	Evaluation Committee	3-21
3.4.11	Reserved.....	3-24
3.4.12	Product Demonstrations.....	3-24
3.4.13	The Bid Review Committee (Construction Projects)	3-26
3.4.14	Rejection of Bid/Proposal Submittals.....	3-27
3.5	CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA).....	3-27
3.5.1	Process.....	3-27
3.5.2	Additional Contract Requirements for CCNA.....	3-34
3.5.3	Design-Build Projects	3-35
3.6	AWARD PROCESS	3-35
3.7	SPECIAL PROVISIONS.....	3-36
3.7.0	Request for Information (RFI).....	3-36
3.7.1	Joint Ventures	3-36
CHAPTER 4	.....	4-1
PURCHASING CARD PROCEDURES	.....	4-1
4.0	INTRODUCTION	4-1
4.1	CARD ACCOUNTS AND AUTHORIZED USE.....	4-1
4.1.0	Card Accounts and Authorized Use.....	4-1
4.2	PROHIBITED FEES, TAXES OR PURCHASES ON CARD ACCOUNTS	4-4
4.2.0	Prohibited Use.....	4-4
4.3	PCARD ADMIN AND REQUESTING DEPARTMENT RESPONSIBILITIES	4-4

TABLE OF CONTENTS

4.3.0	Purchasing Card Administration Responsibilities:	4-5
4.3.1	Requesting Department Director Responsibilities:	4-6
4.3.2	Requesting Department Coordinator Responsibilities:	4-6
4.3.3	Cardholder, Monitor or Purchaser Responsibilities:	4-6
4.4	TRAINING	4-7
4.4.0	Training	4-7
4.5	PROCUREMENT REQUIREMENTS	4-8
4.5.0	Procurement Requirements	4-8
4.5.1	Purchases up to \$5,000	4-8
4.5.2	Purchases over \$5,000	4-8
4.6	PURCHASE AUTHORITY	4-9
4.6.0	Financial Disclosure	4-9
4.6.1	Minority and Small Business Enterprises	4-10
4.6.2	Commodities	4-10
4.6.3	Services	4-10
4.7	CARD ACCOUNT SECURITY	4-10
4.7.0	Card/Account Number	4-10
4.7.1	Lost or Stolen Cards, or Fraud	4-10
4.7.2	Termination or Transfer of Cardholder, Monitor or Purchaser	4-12
4.7.3	Cardholders on Leave of Absence	4-12
4.8	SUPPORTING DOCUMENTATION	4-12
4.8.0	Receipts or Invoices	4-12
4.8.1	Other	4-13
4.8.2	Prior Approval	4-14
4.9	CYCLE AND WEEKLY SUBMISSION	4-14
4.9.0	Cycle	4-14
4.9.1	Upload of Transaction in Oracle iExpense	4-14
4.9.2	Weekly Submission	4-14
4.10	RECONCILIATION	4-14
4.10.0	Oracle iExpense	4-14
4.10.1	Responsibilities	4-15
4.10.2	Disputed Charges	4-16
4.10.3	Fraudulent Charges	4-17
4.10.4	Outstanding Billing Issues	4-18
4.11	POLICY/PROCEDURE INFRACTIONS	4-18
4.11.0	Infractions of Policy/Procedure using the PCard	4-18
4.11.1	Procedures	4-19
4.11.2	Action Types Defined:	4-19
4.11.3	Infractions may result in any one or more of the following actions:	4-20
4.11.4	Additionally, the Cardholder may be required to:	4-20
4.11.5	Actions by Infraction Types	4-20
4.11.6	Appeal	4-22
4.11.7	Card Reconsideration Request	4-23
4.12	DECLARED EMERGENCY PROGRAM (PROGRAM)	4-23
4.12.0	Procedures	4-23
4.12.1	Program Activation and Deactivation	4-24
4.13	SALES TAXES	4-25

TABLE OF CONTENTS

4.14	INSURANCE REQUIREMENTS FOR LEASE OR RENTAL OF EQUIPMENT	4-25
4.15	VISA LIABILITY WAIVER PROGRAM.....	4-25
4.15.0	Program Overview	4-25
4.15.1	Program Exclusions	4-25
4.15.2	Obligations of the County	4-26
EXHIBIT 1:	610 NEW REQUEST	4-27
EXHIBIT 2:	620 CHANGE REQUEST.....	4-28
EXHIBIT 3:	625 STANDARD PURCHASING CARD AGREEMENT	4-29
EXHIBIT 4:	630 TRAVEL ADDENDUM AGREEMENT.....	4-30
EXHIBIT 5:	635 CLAIMS STATEMENT OF DISPUTED ITEM	4-31
EXHIBIT 6:	670 TEMPORARY TRAVEL ENHANCEMENT FORM	4-32
EXHIBIT 7:	RECONCILIATION PROCESS	4-33
EXHIBIT 8:	GLOSSARY	4-42
CHAPTER 5	.....	5-1
PROTEST PROCESS AND PROCEDURES AND CONE OF SILENCE / ORDINANCE	13-24	
.....	.....	5-1
5.0	INTRODUCTION	5-1
5.1	DEFINITIONS.....	5-1
5.2	PROTEST PROCEDURES FOR BIDS/PROPOSALS AT OR ABOVE THE FORMAL BID LIMIT OF \$50,000 AND SOLE SOURCE PROCUREMENTS	5-1
5.3	PROCEDURES FOR INFORMAL BIDS/PROPOSALS	5-2
5.4	CONE OF SILENCE	5-2
CHAPTER 6	.....	6-1
CONTRACT ADMINISTRATION .....	.....	6-1
6.0	INTRODUCTION	6-1
6.1	DEFINITIONS.....	6-1
6.1.0	Contracts	6-1
6.1.1	Hillsborough County Contracts	6-1
6.1.2	Changes to Existing Contracts	6-2
6.1.3	Contractor	6-2
6.2	INITIATION OF PROCUREMENT PROCESS.....	6-2
6.2.0	Requesting Department/Contract Manager/Project Manager’s Responsibilities	6-2
6.2.1	Role of County Attorney’s Office.....	6-3
6.3	NOTICE OF AWARD.....	6-3
6.3.0	Awards Requiring Agreements.....	6-3
6.3.1	When no Agreement is required	6-4
6.4	RECEIPT AND PAYMENT PROCESS FOR COMMODITIES AND SERVICES.....	6-4
6.4.0	Requesting Department’s Responsibilities	6-4
6.5	EXPEDITING PROCESS	6-6
6.6	CHANGES TO AWARDS	6-7
6.6.0	Changes to Purchase Orders	6-7
6.6.1	Changes to Agreements - Modifications.....	6-8

TABLE OF CONTENTS

6.6.2	Changes to Construction Contracts through Allowance Authorization Releases (AAR's) (see Appendix O, Resolution No. R90-0134 and R93-0096 Allowance Work)	6-9
6.6.3	Changes to Price	6-10
6.6.4	Changes of the Bidder	6-11
6.7	PERFORMANCE MONITORING	6-11
6.7.0	Contract Manager/Project Manager's Responsibility	6-11
6.7.1	Procurement Services.....	6-12
6.7.2	Rating of Professional Firms – Consultant Automated Performance Evaluation System (CAPES).....	6-12
6.8	WORK ORDER CONTRACTS	6-12
6.9	RENEWALS.....	6-13
6.10	CANCELLATION OR TERMINATION OF PURCHASE ORDERS AND AGREEMENTS.....	6-13
6.10.0	Cancellation of Release Purchase Orders	6-13
6.10.1	Cancellation of Purchase Orders.....	6-13
6.10.2	Cancellation of Solicitation.....	6-13
6.10.3	Termination of Agreements	6-14
CHAPTER 7	.....	7-1
AFTER-THE-FACT PURCHASES	.....	7-1
7.0	INTRODUCTION	7-1
7.1	PROCEDURES.....	7-1
CHAPTER 8	.....	8-1
DIRECT PURCHASES OF CONSTRUCTION MATERIAL	.....	8-1
8.0	INTRODUCTION	8-1
8.1	PROCEDURES.....	8-1
CHAPTER 9	.....	9-1
FRAUDULENT MISCONDUCT AND ETHICAL PROCUREMENT STANDARDS	.....	9-1
9.0	INTRODUCTION	9-1
9.1	FRAUDULENT MISCONDUCT	9-1
9.2	ETHICAL PROCUREMENT STANDARDS.....	9-1
9.2.0	Hillsborough County Statement of Ethics	9-1
9.2.1	National Institute of Governmental Purchasing, Inc. (NIGP) Code of Ethics.....	9-3
CHAPTER 10	.....	10-1
VENDOR/BIDDER RELATIONS, COMMUNICATION, CONE OF SILENCE AND PERFORMANCE	.....	10-1
10.0	INTRODUCTION	10-1
10.1	VENDOR REGISTRATION.....	10-1
10.2	BIDDER QUALIFICATIONS	10-1
10.3	BIDDER NOTIFICATION	10-2
10.4	COMMUNICATION BETWEEN BIDDERS AND THE COUNTY	10-2
10.5	PROPER AUTHORIZATION.....	10-6
10.6	EVALUATION OF BIDS/PROPOSALS.....	10-6
10.7	BIDDERS' AFFIRMATIONS.....	10-6

TABLE OF CONTENTS

10.8	DRUG FREE WORK PLACE PROGRAM.....	10-7
10.9	PUBLIC ENTITY CRIMES	10-7
10.10	USE OF HILLSBOROUGH COUNTY FOR MARKETING PROHIBITION	10-8
10.11	PROTEST PROCESS AND PROCEDURES AND CONE OF SILENCE / ORDINANCE 13-24.....	10-8
10.12	DEBARMENT PROCEDURES.....	10-8
CHAPTER 11	.....	11-1
DEBARMENT OF BIDDERS	.....	11-1
11.0	INTRODUCTION	11-1
11.1	BASIS	11-1
11.2	PROCEDURE.....	11-1
11.3	DURATION AND EFFECT.....	11-2
CHAPTER 12	.....	12-1
COOPERATIVE PURCHASING PROGRAMS	.....	12-1
12.0	INTRODUCTION	12-1
12.0.0	Joint Bidding.....	12-1
12.0.1	Piggybacking.....	12-2
12.0.2	State of Florida Contracts	12-3
12.0.3	Alliances	12-3
12.0.4	Authorized Purchasing Cooperatives.....	12-3
CHAPTER 13	.....	13-1
INSURANCE, BONDS, AND DEPOSITS.....	.....	13-1
13.0	INTRODUCTION	13-1
13.1	INSURANCE REQUIREMENT	13-1
13.2	BONDS AND DEPOSITS.....	13-2
13.2.0	Performance Bond	13-2
13.2.1	Payment Bond.....	13-2
13.2.2	Bid Bond or Guaranty of Good Faith Deposit.....	13-2
13.2.3	Amount of Bond or Deposit.....	13-3
13.2.4	Processing of Bonds and Deposits.....	13-3
CHAPTER 14	.....	14-1
SURPLUS AND DISPOSAL OF PROPERTY.....	.....	14-1
14.0	Introduction.....	14-1
14.1	Responsibilities For Handling Surplus Property	14-1
14.2	Procedure for Sale of Property by Sealed Bid	14-2
14.3	Procedure for Sale By Auction	14-2
14.4	Sale of Scrap Materials	14-2
14.5	State Surplus Property Program.....	14-3
14.6	Employee Purchases of Surplus Property	14-3
CHAPTER 15	.....	15-1
EXCEPTIONS AND NONPROCUREMENT CONTRACTS .....	.....	15-1
15.0	INTRODUCTION	15-1
15.1	NONPROCUREMENT CONTRACTS	15-1

TABLE OF CONTENTS

15.1.0	Examples of Nonprocurement Contracts	15-1
15.1.1	Department Responsibilities	15-1
15.2	EXCEPTIONS TO COMPETITIVE PROCUREMENT	15-2
15.3	OTHER EXCEPTIONS.....	15-3

Dictionary	A
A.....	A
B.....	A
C.....	A
D.....	B
E.....	B
F.....	C
G.....	C
I.....	C
J.....	D
L.....	D
M.....	D
N.....	E
O.....	E
P.....	E
Q.....	G
R.....	G
S.....	G
T.....	H
U.....	I
V.....	I
W·X·Y·Z.....	I

TABLE OF CONTENTS

APPENDICES

- [Appendix A: Sole Source Procurement Request](#)
- [Appendix B: Procedures for DM/DWBE and SBE Programs – Version 12](#)
- [Appendix C: AD CS-20, License and Permit Requirements \(Construction\)](#)
- [Appendix D: Site Visit Attendance Form](#)
- [Appendix F: Evaluation Committee Disclosure Form](#)
- [Appendix G: Board Policy 03.02.01.00, Bids over 10% of Estimate \(Construction\)](#)
- [Appendix H: CCNA Past Performance Rating](#)
- [Appendix I: CCNA Volume of Work Points](#)
- [Appendix J: CCNA Rating Guide](#)
- [Appendix K: Ordinance 08-18, Procedures for the Award of Design-Build Contracts](#)
- [Appendix L: Reserved for future use](#)
- [Appendix M: Board Policy 03.02.07.00, Minimum Contract Provisions](#)
- [Appendix N: AD-04, Agenda Process](#)
- [Appendix O: Resolution No. R90-0134 and R93-0096, Allowance Work](#)
- [Appendix P: Resolution No. R01-061, Novation Agreements](#)
- [Appendix Q: Expiration Notice – Contracts/BPO's](#)
- [Appendix R: Tangible Personal Property Control Policy](#)
- [Appendix S: Drug-Free Workplace Form](#)
- [Appendix T: GPC Special Acts 69-1112 and 69-1119](#)
- [Appendix U: AD PI-01, Control of Tangible and Sensitive Property](#)
- [Appendix V: Board Policy 03.05.01.00, Change Orders \(Construction/CCNA\)](#)
- [Appendix W: AD MS-13, After-the-Fact Purchases](#)
- [Appendix X: Board Policy 03.01.06.00, Direct Purchase of Construction Material](#)
- [Appendix Y: AD AD-25, Point of Service Customer Surveys](#)
- [Appendix Z: AD CS-22, Negotiation of Contracts Pursuant to CCNA](#)
- [Appendix AA: Request for Bid Questionnaires](#)
- [Appendix BB: AD MS-16, Vendor References, Inquiries and Endorsements](#)
- [Appendix CC: Ordinance 13-24, Protest Process and Procedures and Cone of Silence](#)

CHAPTER 1

INTRODUCTION, RESPONSIBILITIES AND FUNCTIONS OF PROCUREMENT SERVICES

1.0 INTRODUCTION

The Procurement Services Department (“Procurement Service”) provides centralized procurement support to County Departments and other designated County Agencies and Offices that elect to utilize the services of Procurement Services. The mission of Procurement Services is to provide for the procurement of commodities and services in a timely and cost-effective manner and in accordance with the Board of County Commissioners (“BOCC”) Procurement Policy. This chapter identifies the specific responsibilities and functions of Procurement Services.

1.0.0 Designees

When used in these Procedures, any title such as County Administrator, Director of Procurement Services, or Requesting Department Director, is presumed to include that person’s official designee as if the procedure read “County Administrator or the official designee.”

1.0.1 Use of Term Bidder, Proposer, Vendor and Contractor

Throughout this manual these terms have been used interchangeably and all are intended to refer to those seeking to do business or are doing business with the County.

1.1 RESPONSIBILITIES AND FUNCTIONS

Procurement Services is responsible for administering the Board’s Procurement Policy as follows:

1.1.0 Procedures

- (A) Develop procurement objectives, policies, programs, and procedures for the procurement of all commodities and services except non-procurement and exempt activities.
- (B) Develop and maintain the County Procurement Manual.
- (C) Coordinate procurement procedures with all Departments.
- (D) Conduct or coordinate training on a regular basis.
- (E) Develop and maintain the boilerplate language for procurements in consultation with the County Attorney's Office.

CHAPTER 1
INTRODUCTION, RESPONSIBILITIES AND FUNCTIONS OF THE DEPARTMENT
OF PROCUREMENT SERVICES

1.1.1 Specifications

Assist Requesting Departments in the preparation and review of Specifications

1.1.2 Consolidation of Requirements

- (A) Consolidate purchases of like or common commodities or services and enter into term contracts to obtain maximum economical benefits and cost savings.
- (B) Explore the possibilities of buying in sufficient quantities to take full advantage of quantity discounts.

1.1.3 Prioritization of Purchases

Determine the priority of procuring commodities and services that is in the best interest of the County.

1.1.4 Standardization

Work with Requesting Departments to establish standardization of commodities and services within a competitive environment where practicable.

1.1.5 Bidder Relations

Promote good will between Hillsborough County and its Bidders. Encourage full and open competition wherever possible. Assure fair and equitable business dealings with all Bidders.

1.1.6 Procurement Analysis

Keep informed of current developments in the field of procurement, including but not limited to prices, market conditions and new products, and secure for the County the benefits of research conducted in the field of procurement by other governmental jurisdictions, national technical societies, trade associations, and private businesses and organizations. Conduct value analysis of procurements on an as needed basis. Initiate reports, as necessary, for analysis of Procurement Services performance.

1.1.7 Public Notice

Provide Public Notice for procurements as detailed in Chapter 3.

1.2 ADMINISTRATIVE PRINCIPLES

The following Administrative Principles will guide Procurement Services:

CHAPTER 1
INTRODUCTION, RESPONSIBILITIES AND FUNCTIONS OF THE DEPARTMENT
OF PROCUREMENT SERVICES

- (A) Procurement Services has full authority to question the quality, quantity, and kind of items requisitioned in order that the best interests of the County may be served.
- (B) Procurement Services will not make significant changes to the technical specifications without notifying the Requesting Department.
- (C) All eligible Bidders should be afforded an equal opportunity to submit Bids/Proposals and to compete on equal terms.
- (D) The County shall buy at the lowest cost consistent with the quality needed to meet its requirements.
- (E) New sources of commodities and services will be given consideration.
- (F) All Bidders must be financially stable and capable of adhering to the Specifications and delivering quality commodities and services.
- (G) The County recognizes its obligation to Equal Employment Opportunity and Affirmative Action and will pursue these goals to the best of its ability.
- (H) The County strives to maintain strong and enduring relationships with the business community.
- (I) During the procurement solicitation process, all communication with Bidders will be through Procurement Services.

CHAPTER 2

METHODS OF PROCUREMENT

2.0 **INTRODUCTION**

This chapter will explain the five (5) methods of procurement and their use. The five methods of procurement are:

- (A) Informal/Small Procurement not exceeding \$50,000;
- (B) Formal Competitive Sealed Bid;
- (C) Formal Competitive Sealed Request for Proposal (RFP);
- (D) Emergency Procurement; and,
- (E) Sole Source Procurement.

2.1 **INFORMAL/SMALL PROCUREMENT UNDER \$50,000**

2.1.0 **Definition**

Any purchase not exceeding \$50,000 is an Informal/Small Procurement (referred to as “Small Purchase”). Due to the amount, a Small Purchase is not subject to the formalities of the other procurement methods including advertisement. For informal RFPs, public notice of evaluation committees, confidentiality requirements and awards committee meeting requirements do not apply. A Small Purchase may be made through:

- (A) A Purchasing Card for purchases not exceeding \$10,000, except sole sources that must be submitted to Procurement.
- (B) A Requisition to Procurement Services for purchases exceeding \$10,000.

2.1.1 **Procedures**

- (A) Purchasing Card - Procedures detailed in Chapter 4.
- (B) Small Purchases exceeding \$10,000 but not exceeding \$50,000 - Procedures detailed in Chapter 3, Section 3.4.1(B)(III).

2.2 **FORMAL COMPETITIVE SEALED BIDS**

2.2.0 **Definition**

Formal Bids are used to procure commodities and services exceeding \$50,000 that are not qualified as an exemption or nonprocurement. Bids are awarded to the

CHAPTER 2
METHODS OF PROCUREMENT

lowest responsive and responsible Bidder. The award is based solely on the Bid and does not include discussions or negotiations with Bidders.

2.2.1 Procedures

Formal Bid procedures are detailed in Chapter 3.

2.3 FORMAL COMPETITIVE SEALED REQUEST FOR PROPOSAL (“RFP”)

2.3.0 Definitions

- (A) Request for Proposal (“RFP”)
 - (I) Requests for Proposals, also known as RFP’s, are used to competitively procure commodities and services exceeding \$50,000 when criteria other than price need to be considered. The RFP is established around general guidelines and a conception of the need rather than a firm Specification.
 - (II) Under a competitive sealed RFP, the quality of competing commodities or services may be compared.
 - (III) A provision allowing negotiations may be inserted in the RFP.
- (B) Consultants’ Competitive Negotiation Act (CCNA) RFP

Certain RFP’s are governed by the Consultants’ Competitive Negotiation Act (“CCNA”), Section 287.055 Florida Statutes, which establishes selection and contracting procedures by which the County must select architects, engineers, landscape architects, and surveyors and mappers (referred to as “Professional Firms”).

2.3.1 Procedures

The additional procedures used for RFP’s and for CCNA RFP’s are detailed in Chapter 3, Sections 3.4.2 and 3.5.

2.4 EMERGENCY PROCUREMENT (Non Declared)

2.4.0 Definition

An “Emergency” is defined as an immediate need for commodities and services, the lack of which would cause a disruption of essential operations where the protection or preservation of public properties would not be possible through normal Procurement procedures or where there exists a threat to public health, welfare, or safety. The County Administrator or Director of Procurement Services shall have the authority to determine an Emergency.

2.4.1 Approval Requirements

CHAPTER 2
METHODS OF PROCUREMENT

- (A) In the case of an Emergency, the County Administrator shall authorize the Director of Procurement Services to utilize all reasonable measures to assure the lowest attainable cost for quality commodities and services.
- (B) Emergency purchases during working hours should be made through Procurement Services except where there is an immediate threat to public health, welfare, or safety.
- (C) Outside of normal business hours, the Department Director is authorized to determine and make emergency purchases, regardless of amount. Prior approval from the County Administrator is not required.
- (D) Emergency purchases exceeding \$250,000 shall be presented to the Board for ratification as soon as practicable, depending on Board meeting dates and deadlines, but no later than 60 (sixty) days after the award.

2.4.2 Procedures – After Hours

- (A) Procurement Services will issue each Department a series of authorized numbers to be used in case of an Emergency during non-working hours.
- (B) When making Emergency purchases, the Department Director should take all reasonable measures to assure the lowest attainable cost for quality commodities and services and must continue to emphasize public trust in our purchasing practices.
- (C) Requesting Departments shall create a Requisition through Oracle EBS listing the authorization number provided to the Bidder.
- (D) Emergency Purchases greater than \$10,000 but less than \$50,001

A written report of any emergency purchase exceeding \$10,000 will be submitted to Procurement Services within 10 (ten) working days after the purchase.
- (E) Emergency Purchases greater than \$50,000

The Requesting Department Director shall submit a written report explaining the circumstances to the County Administrator, with a copy to Procurement Services, no later than the next business day.
- (F) Emergency Purchases greater than \$250,000
 - (I) The Requesting Department Director shall submit a written report explaining the circumstances to the County Administrator, with a copy to Procurement Services, no later than the next business day.

CHAPTER 2
METHODS OF PROCUREMENT

- (II) Procurement Services shall prepare an agenda item seeking BOCC ratification as soon as practicable, depending on Board meeting dates and deadlines, but no later than 60 days after the award.

2.5 DECLARED EMERGENCY PURCHASES

2.5.0 Definition

A “Declared Emergency” occurs when the Board, the Emergency Management Executive Policy Group, or the state or federal government declares a state of emergency due to any disaster that severely impacts the County. During a Declared Emergency, the County Administrator has additional authority to waive certain procedures and formalities required by law or County policy as outlined in the Hillsborough County Comprehensive Emergency Management Plan (the “Comprehensive Emergency Plan”).

2.5.1 Procedures

- (A) Procurement Services will issue each Department a series of authorized numbers to be used in case of a Declared Emergency during non-working hours.
- (B) The Director of Procurement Services will procure essential commodities and services during a Declared Emergency in coordination with the County Administrator and the appropriate Departments and in compliance with the Comprehensive Emergency Plan. In a Declared Emergency, all measures reasonably possible should be taken to assure the lowest attainable cost for quality commodities and services.
- (C) Reporting will be done as required by the Comprehensive Emergency Plan.

2.6 SOLE SOURCE PROCUREMENT

2.6.0 Definition

- (A) Sole Source procurements are ones in which the needed commodity or service is only available from one source or when it is determined by the Director of Procurement Services that other methods of procurement are not feasible or not advantageous to the County.
- (B) Considerations for justification of a Sole Source procurement may include:
 - (I) The commodity or service is wanted for experimental trials, pilots, and/or testing.

CHAPTER 2 METHODS OF PROCUREMENT

- (II) Additional unanticipated commodities or services are needed to complete an ongoing task.
 - (III) The commodity is a component, repair, or replacement part of existing equipment for which no commercially available substitute exists and the purchase can only be made from the manufacturer or sole distributor.
 - (IV) Exigent circumstances exist that dictate delivery is a critical factor and only one vendor is able to meet the time constraints
- (C) A request for a proprietary item does not justify Sole Source procurement if there is more than one potential Bidder (e.g. multiple distributors) for the type of item sought.

2.6.1 Procedures

- (A) For all Purchases, the Requesting Department Director must document the need and/or basis for the commodity or service using the Sole Source Procurement Request form and forward the request to Procurement Services ([see Appendix A, Sole Source Procurement Request](#)).
- (B) Procurement Services will review the request. The Director of Procurement Services has the authority to declare a Sole Source and determine whether to make a recommendation of Sole Source to the appropriate level of approval authority.
- (C) A Notice of Intent to Sole Source may be advertised when the procurement will exceed the Formal Bid Limit except however; the Director of Procurement Services may determine advertising is not necessary due to exigent or other circumstances (proprietary or patented items, maintaining warranties, compatibility, etc.).
- (D) Procurement Services and the Requesting Department may negotiate with a Sole Source Bidder.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

3.0 **INTRODUCTION**

This chapter provides information on the Procurement Process for Bids and Request for Proposals from the planning stage through award and delivery (collectively referred to as “Bids/Proposals”). Both procurement methods follow the same procedures detailed in this chapter unless otherwise noted.

3.1 **TRAINING**

Prior to making any purchase, except for Purchasing Card purchases, Requesting Department personnel must attend Oracle EBS Requisition training.

3.2 **PRE-PROCUREMENT PLANNING PROCESS**

3.2.0 Planning Meeting. Planning Meetings are recommended to establish the method of procurement, develop a schedule, discuss lessons learned from previous procurements, and address potential challenges. The Requesting Department should contact Procurement Services to discuss the need for a Planning Meeting.

3.2.1 Initiating a Procurement Process.

(A) Request for Bid Questionnaires

To initiate a procurement, the requesting department must submit the appropriate signed Request for Bid Questionnaire ([see Appendix AA, Request for Bid Questionnaires](#)).

(B) Encumbrance of Funds – Standard Purchase Order Process

(I) To initiate a procurement, the Requesting Departments must submit a Requisition through Oracle EBS. Requesting Departments may not submit Requisitions when funds are not available unless specifically authorized to do so. Submitting a Requisition in Oracle EBS will create a pre-encumbrance. Posting of the Requisition pre-encumbers the funds and posting the Purchase Order encumbers the funds.

(II) If funds are not available, it will be the responsibility of the Requesting Department to rectify the situation. Management and Budget may be contacted for assistance when a problem arises regarding insufficient funds or other financial posting errors identified in Oracle EBS.

(III) Any Requisition that requires encumbrance of funds from another Department requires special processing in coordination with the Requesting Department.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

- (IV) Purchase orders must be issued prior to placing any orders or work being performed.
- (C) Non-Encumbrance of Funds - Agreement Process
 - (I) A Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA) is used when the County has requirements for definite or indefinite quantities of commodities and services that cover a specific period of time.
 - (II) A BPA/CPA is a contractual Agreement with a Bidder to supply a commodity or service at a price for a specified period of time.
 - (III) The BPA/CPA does not create an encumbrance of funds. Funds are encumbered only when the Requesting Department places a "Release Order" against the BPA/CPA and authorizes a specific delivery of commodities or services.

3.2.2 Scheduling.

Procurement Services, in conjunction with the Requesting Department, establishes a tentative schedule of events for the Bid/Proposal to include the development of Specifications, issuance of Public Notice, the Pre-Bid/Proposal Conference (if applicable), the Site Visit (if applicable), the Bid/Proposal opening time and date ("Opening Date"), the evaluation process, approval, and the preparation of the Purchase Order, BPA/CPA, and/or Agreement, etc.

3.3 SOLICITATION PROCESS

3.3.0 Specifications / Scope of Work.

- (A) Purpose. The purpose of the Specification or Scope of Work (referred to collectively as "Specifications") is to serve as a basis for obtaining commodities or services adequate and suitable for the County's needs while encouraging the maximum practicable competition consistent with this purpose.
- (B) Responsibility for Specifications.
 - (I) Requesting Department's Responsibilities.
 - (a) The Requesting Department is responsible for preparing the Specifications and submitting them to Procurement Services in an acceptable electronic format (except for some sections of construction bid documents, subject to approval by Procurement Services).

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

- (b) The Requesting Department is responsible for complying with the requirements of Risk Management regarding appropriate insurance and bonding (see Chapter 13).
 - (c) The Requesting Department is responsible for complying with the requirements of the Economic Development Department regarding appropriate MBE/SBE compliance ([see Appendix B, Procedures for DM/DWBE and SBE Programs – Version 9](#)).
 - (d) The Requesting Department is responsible for complying with contractor licensing and permitting requirements ([see Appendix C, AD CS-20 License and Permit Requirements \(Construction\)](#)). The licensing requirements will be included in the Specifications.
 - (e) When the Specifications are out of the ordinary, the Requesting Department should have their Assistant County Attorney review the Specifications prior to submitting them to Procurement Services.
 - (f) The Requesting Department should advise Procurement Services of any business decisions that may limit competition.
 - (g) When developing Specifications for a Request for Proposal, the Requesting Department shall recommend the evaluation criteria including the weighting of the cost and other criteria, instructions for proposal content and format for Bidders, and members of the Evaluation Committee (see Section 3.4.10 for the Evaluation Committee requirements including providing a list of the Evaluation Committee members to Procurement Services with the Specifications).
- (II) Procurement Services' Responsibilities. Procurement Services is responsible for reviewing Specifications for areas that appear to limit competition and may require that Specifications be revised or clarified.
- (C) Specifications Development.
- (I) When developing the Specifications, the Requesting Department should take into consideration the total cost of ownership, operations, initial acquisition, rental, leasing, etc.
 - (II) The Requesting Department should prepare concise, but quality, Specifications to ensure that commodities and services will fulfill their intended purpose. The Specifications should be sufficiently detailed to provide a basis for full and fair competitive bidding.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

- (III) A Specification composed or designed solely for the purpose of eliminating competition or requiring a particular Brand Name should not be used. If a “no substitute” Specification must be used, the Requesting Department must provide justification.
 - (IV) In the Specifications, the Requesting Department must:
 - (a) State exactly what is needed clearly, definitively, and completely;
 - (b) Avoid nonessential quality restrictions that add cost and difficulty in procurement without adding to utility and value;
 - (c) Avoid definitions that unnecessarily restrict competition;
 - (d) Avoid unnecessary use of abbreviations and acronyms;
 - (e) Conform, as much as possible, to established commercial and industrial standards;
 - (f) When applicable, specify the means or basis for testing responses and deliveries for conformance with the Specifications; and
 - (g) On RFP’s, include the evaluation criteria.
 - (V) Procurement Services may require additional information from the Requesting Department.
 - (VI) Any person or company that has participated in the preparation of the Specifications may not submit on the Bid/Proposal.
 - (VII) Once a Bid/Proposal has been issued, no changes in the Specifications can be made except by Addendum (see Section 3.3.6).
- (D) Use of Brand Names.
- (I) Brand names, trade names, or names of manufacturers or Bidders (collectively “Brand Names”) may be used in identifying a product when based upon sufficient documented justification and the following determinations can be made:
 - (a) No other Design or Performance Specifications or Qualified Products List is available;
 - (b) Time does not permit the preparation of another form of purchase description excluding the Brand Name;

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

- (c) The nature of the product or the nature of the County's requirements make use of the Brand Name suitable for the procurement; or
 - (d) The use of a Brand Name is in the County's best interest.
 - (II) When a Brand Name is used simply to establish class or type required, any other commodity or service considered equivalent by the Requesting Department may be accepted.
 - (III) When a Brand Name is used as a standard, the commodity or service specified by the Requesting Department should be stated.
- (E) Qualified Products List (QPL).
 - (I) A QPL may be developed when testing or examination of commodities prior to issuance of the solicitation is necessary to best satisfy the County's requirements, for example, security equipment or products to be utilized in the County's water or wastewater systems.
 - (II) When developing a QPL, the County will provide Public Notice quarterly or as needed of the establishment of a QPL, unless an exception is approved by the Director of Procurement.
 - (III) Potential suppliers may submit products for testing and examination to determine acceptability for inclusion on the QPL.
 - (IV) Inclusion on a QPL shall be based on results of those tests or examinations.
 - (V) If a product is not approved for inclusion on a QPL, the Bidder shall be afforded the opportunity to appeal that decision.
- (F) Contractual Terms.
 - (I) If the contract is for direct provision of services to county residents, the Requesting Department shall include a requirement for the bidder to implement Point of Service Surveys in accordance with AD-25 Point of Service Surveys ([see Appendix Y, AD-25 Point of Service Customer Surveys](#)).
 - (II) If the Requesting Department has special terms or conditions to be included in the Bid/Proposal Documents, it shall provide these special terms and conditions to Procurement Services on a separate page from the Specifications, and Procurement Services will enter them in the appropriate place in the Bid/Proposal Documents.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

(G) Grant-Funded Procurements.

If a procurement is funded in whole or in part by a Grant from an outside agency, the Requesting Department must provide any special requirements or provisions in the Grant to Procurement Services.

NOTE: The Requesting Department should not obligate the County to a particular Bidder in the grant application process. If identifying a Bidder in the grant application is required, consult with Procurement Services before applying.

(H) Alternate Bids – Additions or Deductions.

(I) The Specifications must clearly state that the alternate(s) may or may not be awarded.

(II) The Bidder should specify whether any deductions or additions from the base bid are being offered for the Alternate Bids/Proposals.

(I) Final Review of Specifications.

Procurement Services may make modifications or alterations to the Specifications to accommodate competitive bidding and will notify the Requesting Department of recommended changes and the reasons for the needed changes. If Procurement Services and the Requesting Department fail to resolve the differences, the Specifications will then be referred to the County Administrator's Office for resolution.

3.3.1 Preparation of Formal Bids/Proposals

(A) Procurement Services prepares the Bid/Proposal.

(B) The Requesting Department and its Assistant County Attorney will review the Bid/Proposal when required.

(C) Procurement Services issues the Public Notice through Onvia DemandStar and/or Oracle iSupplier.

(D) In no circumstance should the Bid/Proposal be made available to prospective Bidders before the publishing of the Public Notice.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

3.3.2 Public Notice

(A) General.

(I) When Public Notice is required, Procurement Services will publish in a newspaper of general circulation once not less than fourteen (14) calendar days prior to the last day set for the receipt of Bid/Proposal Submittals. At the discretion of the Director of Procurement, the fourteen (14) calendar day requirement may be shortened as deemed appropriate (see subsection (B) and (C) for requirements related to Construction and CCNA).

(II) Additional Public Notice shall be provided through Onvia DemandStar and/or Oracle iSupplier.

(II) The Public Notice shall include a general description of the commodities or services to be procured, where Bids/Proposals may be secured, any Pre-Bid/Proposal Conference information, time, and location of opening.

(B) Construction Projects.

Per Section 255.0525 Florida Statutes for construction projects expected to exceed \$200,000, but not exceeding \$500,000, an advertisement shall be published in at least one (1) newspaper of general circulation within the County at least twenty-one (21) calendar days prior to the scheduled Opening Date and at least five (5) working days prior to any Pre-Bid Conference. For construction projects expected to exceed \$500,000, an advertisement shall be published in at least one (1) newspaper of general circulation within the County at least thirty (30) calendar days prior to the scheduled Bid Opening and at least five (5) working days prior to any Pre-Bid Conference.

(C) CCNA. For CCNA projects, the Public Notice must include a general description of the project and must indicate how interested Professional Firms may respond. The public notice shall include a general description of the project, the term of the Agreement, and shall indicate how, and the time within which, interested Professional Firms may respond.

(D) Meetings.

Procurement Services will provide notice of Evaluation Committee meetings by posting a notice in Online Discussions (Oracle iSupplier) and the County's Meeting Calendar (online).

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

3.3.3 Site Visits/Inspections Relative to Specifications.

(A) Purpose.

The Requesting Department may recommend a Site Visit when necessary.

(B) Procedures.

(I) If a County-scheduled Site Visit is required, the Bid/Proposal will establish the time, date, and location of the Site Visit(s) and indicate whether it is a mandatory or non-mandatory requirement.

(II) A Requesting Department Representative will be authorized to sign the Site Visit Attendance form (if it is required) ([see Appendix D, Site Visit Attendance Form](#)).

(III) Procurement Services will reject the Bid/Proposal of any Bidder that does not attend a County-scheduled Mandatory Site Visit.

(IV) The Director of Procurement may schedule an additional Mandatory Site Visit if deemed in the best interest of the County.

3.3.4 Pre-Bid/Proposal Conference.

(A) Purpose.

The Pre-Bid/Proposal Conference is a meeting of potential Bidders, Procurement Services, and the Requesting Department. At the Pre- Bid/Proposal Conference, the Requesting Department will review the technical Specifications explaining the scope and objectives, and Procurement Services will review the non-technical provisions.

(B) Timing.

Procurement Services is responsible for coordinating with the Requesting Department the appropriate date for the Conference. The Conference should be held at least five (5) calendar days after the Public Notice, except for construction projects (see 3.3.2(B)).

(C) Notice.

The Public Notice will state the time, date, and location of the Pre- Bid/Proposal Conference and indicate whether it is a mandatory or non- mandatory requirement.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

- (D) Mandatory Conferences.
 - (I) Mandatory Conferences are held to ensure that potential Bidders understand the complexity of the commodity or service.
 - (II) A Mandatory Pre-Bid/Proposal Conference may be required when deemed to be in the County's best interest to do so.
 - (III) The Requesting Department must document the need for such a requirement to Procurement Services in writing and approved by the Division or Department Director. Mandatory Conferences are the exception because they can restrict the competitive procurement process. Therefore, sound justification is critical.
 - (IV) If Attendance at a Conference is mandatory, Procurement Services will reject the Bid/Proposal of any Bidder that does not attend.
 - (V) Procurement Services may reschedule and/or schedule an additional Mandatory Conference when it is deemed to be in the best interest of the County.

- (E) Clarifications or Corrections at Pre-Bid/Proposal Conference.
 - (I) Clarification may be provided at a Pre-Bid/Proposal Conference so long as the Specifications are not altered materially.
 - (II) Procurement Services and Requesting Departments should address concerns raised about Specifications, conditions, or alternatives as soon as possible after the completion of the Conference.
 - (III) When a decision is made to change the Specifications, Procurement Services will issue a formal Addendum through Onvia DemandStar and/or Oracle iSupplier (see Section 3.3.6).

3.3.5 Clarifications or Changes to the Bid/Proposal.

- (A) Verbal.

No interpretations of material consequences or changes to the Specifications may be made verbally to potential Bidders.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

- (B) Written.

Bidders should direct all inquiries relating to interpretation and technical details of the Bid/Proposal in writing to Procurement Services within the time stated in the Bid/Proposal document. Procurement Services will seek clarification from the Requesting Department. If any changes are needed in the Bid/Proposal, Procurement Services will issue the changes in the form of an Addendum (see Section 3.3.6 below).

- (C) Communications and other information requests with respect to changes or clarifications must be made through Procurement Services.

3.3.6 Addenda.

- (A) Purpose.

After Bids/Proposals are solicited, but prior to the Opening Date, changes to the Specifications may be needed to clarify ambiguous provisions, to correct errors or oversights, accommodate changing conditions, or provide additional information.

- (B) Timing.

(I) Prior to issuing an Addendum, Procurement Services and the Requesting Department must consider the period of time remaining until the Opening Date.

(II) If additional time is likely to be required by the Bidders, the Addendum should extend the Opening Date for a reasonable period of time to obtain the greatest level of competition and fairness.

- (C) Authorization.

(I) If the Requesting Department needs to make changes to a Bid Proposal document that has already been advertised, it shall submit those changes to Procurement Services.

(II) If Procurement Services determines the need to change the Bid Proposal document, it shall issue an Addendum.

(III) All addenda shall be issued by Procurement Services.

(IV) Neither a Requesting Department nor a Consultant shall issue an Addendum on behalf of Hillsborough County.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

(D) Issuance.

- (I) Procurement Services shall process the proposed Addendum promptly upon receipt and will make best efforts to post the Addendum through Onvia DemandStar and/or Oracle iSupplier at least five (5) working days in advance of the scheduled Opening Date. Vendors that have downloaded a bid opportunity will automatically receive notification of the Addendum.
- (II) If insufficient time is available for Procurement Services to issue an addendum, Procurement Services shall provide verbal notification to all Bidders in attendance at the scheduled Opening and no Bids/Proposals will be opened at that time.
- (III) If the Addendum cannot be made available through Onvia DemandStar and/or Oracle iSupplier (due to size or other technical issues), notice of it will be posted and the Addendum can be obtained through the contracted Provider for reproduction services.

(E) Bidder's Responsibility.

Ultimately, it is the Bidder's responsibility to ensure that they have received all addenda prior to submission of their Bid/Proposal by checking directly with Procurement Services, Onvia DemandStar and/or Oracle iSupplier or Bulletin Board.

(F) Acknowledgement.

- (I) A Bidder should acknowledge receipt of each addendum by signing it and including all Addenda with its Bid/Proposal Submittal.
- (II) Bids may be rejected due to failure of Bidders to acknowledge receipt of addenda.

3.3.7 Best and Final Process (Pertains to RFP's only).

(A) Purpose.

If the County detects an imperfection in the original Specification, or desires to make changes to the Specifications, increase competition, or make any other pertinent changes deemed appropriate under the circumstances after the Proposals have been received and opened, one or more Best and Final Offers may be requested.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

- (B) Procedures.
 - (I) All Bidders who originally submitted Proposals may be eligible to participate in the Best and Final process. However, the County reserves the right to extend solicitations to additional or fewer Bidders.
 - (II) A Bidder may, at its sole discretion, change its Proposal in part or in whole from its original submittal to meet the requirements of the County.
 - (III) The decision and process to request a Best and Final Offer must be closely coordinated between Procurement Services and the Requesting Department to ensure a fair and equitable process.
 - (IV) Subsequent to a determination to seek a Best and Final Offer, Procurement Services will issue the request and schedule a date and time for the Bidders to submit Best and Final Offers.
 - (V) The County reserves the right to request further negotiations if deemed to be in the best interest of the County.

3.4 SUBMITTAL REVIEW PROCESS

3.4.0 Rights of the County.

During the Bid/Proposal evaluation process, the County reserves the right to:

- (A) Consider other pertinent information that could impact the award decision when it is in the best interest of the County;
- (B) Reject any and all Bids/Proposals;
- (C) Cancel the entire Bid/Proposal with or without rebidding;
- (D) Remedy or waive technical or immaterial errors/deviations in the Bid/Proposal submitted; and
- (E) Request any necessary clarifications or data without changing the terms of the Bid/Proposal.

3.4.1 Informal Bids (Purchases Less than the Formal Bid Limit)

- (A) Preference for Competition
 - (I) Multiple competitive quotations should be obtained whenever possible to secure the best value for the County. The findings should be documented in Oracle EBS.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

- (II) Rotation of the Bidder's lists or other sourcing methodologies may be used.
 - (III) Requesting Departments should give consideration to minority and small business enterprises ([see Appendix B, Procedures for DM/DWBE and SBE Programs – Version 9](#)).
 - (IV) Purchasing Card purchases under \$5,000 are exempt from this subsection, but competition is strongly encouraged where feasible.
- (B) Procedures.
- (I) Purchasing Cards (PCards) See Chapter 4.
 - (II) Small Purchases exceeding \$10,000 but not exceeding \$50,000 and all sole source purchases
 - (a) The Requesting Department must prepare Specifications (or sole source justification) and a Requisition.
 - (b) Procurement Services will make a good faith effort to obtain two or more written quotations and document the Bidders contacted, the Bidder contact person (complete name), and the prices received.
 - (c) Procurement Services may send the quotation(s) to the Requesting Department for review and acceptance.
 - (d) Procurement Services will issue the Purchase Order.

3.4.2 Formal Bids/ Proposals Receipt and Evaluation Process.

- (A) Bid/Proposal Submittal Receipt.
- (I) Upon receipt by Procurement Services, all sealed responses to the Bid/Proposal (the "Bid/Proposal Submittals" or "Submittals") received are date/time-stamped and are recorded in the Bid/Proposal Submittal electronic log. Any Bid/Proposal Submittals received before the Opening Date are securely filed until the scheduled Opening Time.
 - (II) Bid/Proposal Submittals will not be accepted after the Opening Date and Time.
 - (III) Bid/Proposal Submittals will not be accepted by facsimile or electronic mail.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

(B) Bid/Proposal Opening

- (I) On the Opening Date, the sealed Bid/Proposal Submittals will be publicly opened and documented in the presence of at least one witness.
- (II) The name of each Bidder, a description sufficient to identify the commodity or service, and pertinent information deemed appropriate are read aloud.
- (III) All persons present at the Bid/Proposal Submittal opening are required to sign the register of attendance.
- (IV) Procurement Services reserves the right to postpone the Opening Date for Bid/Proposal Submittals at any time prior to the Opening.

(C) Public Records.

Florida's Public Records Law allows for confidentiality of Bid/Proposal Submittals for a period of ten (10) calendar days after Opening Date or until such time as the recommendation is made, whichever is earlier (see Chapter 119 Florida Statutes).

(D) Initial Evaluation.

- (I) Procurement Services will review the Bid/Proposal Submittals to determine initial responsiveness.
- (II) Procurement Services is not responsible for reading the entire content of the Bid/Proposal Submittals for any undisclosed deviations.
- (III) Procurement Services will confirm that the Bidder is an active business registered with the Florida Department of State, if applicable, and may verify the license(s) specified, if any, in the Bid/Proposal document for review by the Requesting Department.
- (V) If deemed in the best interest of the County, Procurement Services will request the Debt and Financial Analysis Manager to conduct a financial review of the Bidders to determine financial stability to adequately provide commodities and services.
- (VI) If a Bid/Proposal Submittal fails to meet responsiveness requirements, Procurement Services may deem the Submittal non-responsive and notify the Bidder. If the Bidder has stated that it is taking deviations, no notification will be sent to the Bidder.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

- (VII) When Procurement Services deems necessary, it may conduct discussions with Bidders for clarification purposes only.
 - (VIII) Procurement Services forwards the lowest initially responsive Bid Submittals to the Requesting Department and all initially responsive Proposal Submittals to the Evaluation Committee for review.
- (F) Department Review of Bid/Proposal Documents.
- (I) The Requesting Department reviews Bid/Proposal Submittals and makes recommendations for awards to Procurement Services.
 - (II) The Requesting Department will confirm that the Bidder is properly registered and licensed as required by the project or area of discipline at the time of the Opening Date.
 - (III) The Requesting Department may establish a Review/Evaluation Committee to analyze and evaluate Bids (see Section 3.4.10).
 - (IV) In the case of a Formal Proposal, the Evaluation Committee will meet in order to evaluate the Proposal Submittals and make a recommendation.
 - (V) The Evaluation Committee Chair must submit a signed recommendation to Procurement Services including an executive summary.
 - (VI) If the Requesting Department determines that a Bid/Proposal Submittal is not responsive or the Bidder is not responsible, it must detail in writing the basis of its determination.

3.4.3 References Checks and Documentation for Formal and Informal Bids / Proposals (where applicable).

- (A) Requesting Department's Responsibilities.
- (I) The Requesting Department is responsible for developing the specific questions to be asked during the reference check.
 - (II) When the Requesting Department requires that Bidders submit references as a part of their bid response, the Requesting Department shall contact the references provided by the apparent low Bidder(s) being reviewed, document the results, and incorporate into the decision making process with regard to the Requesting Department's recommendation for award.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

- (III) The Requesting Department's review of a Bidder's references is not limited to the references provided by the Bidder and may include other sources.
- (IV) A Bidder's prior experience with the County is valuable and will be taken into consideration in the recommendation for award. Upon request, Procurement Services can provide contact information related to prior/other existing contracts with the County.
- (V) The Project Manager, Evaluation Committee Chair or designee is responsible for conducting the reference checks.
- (VI) Reference checks, when conducted should be achieved in a uniform manner and should be documented as part of the Bid recommendation.
- (VII) Documentation of all reference checks should be identified by Bid/RFP number, Title and Bidder.
- (VIII) Reference check documentation shall be submitted to Procurement Services for inclusion in the Bid/RFP file.

(B) General Questions.

The general questions below are examples that could be asked by the Requesting Department when conducting a reference check of a Bidder under consideration for award:

- (I) Did the Bidder deliver according to the schedule?
- (II) Did the Bidder deliver within budget or at the Bid price?
- (III) Did the Bidder respond in good faith to resolve problems, request additional compensation or justify change orders?
- (IV) Did the Bidder complete punch list items in a timely manner and properly closeout the project?
- (V) Would you contract with this Bidder again?
- (VI) Have you debarred this Bidder from doing business with your entity?

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

- (VII) Has this Bidder ever defaulted on a contract with your entity or have they been terminated and/or not renewed when the option was available?
 - (a) If yes, please describe in detail.
 - (b) Would you fax or email public records in relation to this action.
 - (c) Was the Bidder cooperative with the transition to the new Bidder (e.g. transition of data/records)?
- (VIII) How would you rate the Bidder's overall performance with regard to quality: Poor; Satisfactory; Good or Exceptional?
- (IX) How would you rate the Bidder's overall performance with regard to timeliness: Poor; Satisfactory; Good or Exceptional?
- (X) Can you elaborate on the Bidder's particular strengths, if any?
- (XI) Can you elaborate on the Bidder's particular weaknesses, if any?
- (XII) Would you recommend this Bidder to Hillsborough County for this job?
- (XIII) Are you aware of any reason that the County should consider not contracting with this Bidder?

3.4.4 Procedure for Handling Deviations.

- (A) Deviations in Bids/Proposals may be either material or immaterial.
- (B) Immaterial or minor deviations are those that do not alter the substance of the Bid/Proposal and do not provide undue competitive advantage to a Bidder. These deviations may be waived. Illustrative examples include, but are not limited to, omission of brochures or inaccurate extension of unit prices.
- (C) Material deviations are ones that (i) deprive the county of its assurance that the contract will be entered into, performed, and guaranteed according to the Bid's/Proposal's specific requirements, or (ii) provide the deviating bidder with an undue competitive advantage. These deviations may not be waived. Illustrative examples include, but are not limited to, deviations affecting the price, quality or delivery of commodities or services offered.
- (D) The Requesting Department will make a determination regarding materiality of deviations to the Specification and forward a written response to Procurement Services.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

- (E) Procurement Services will assess the validity of the materiality determination and take the appropriate action.

3.4.5 Request for Clarification.

- (A) The Requesting Department or Evaluation Committee may have need of a clarification to competently judge a Bid/Proposal. CLARIFICATION FROM BIDDERS CANNOT CHANGE (ADD TO OR DIMINISH) THE ORIGINAL BID/PROPOSAL SUBMITTED BY THE BIDDER.
- (B) When the need for a clarification has been identified, the Requesting Department or Evaluation Committee should inform Procurement Services immediately.
- (C) The Requesting Department or Evaluation Committee should develop the clarification question(s) and submit to Procurement Services.
- (D) Procurement Services will prepare the clarification questionnaire and submit it to the Bidder (s) for a response by a specific date.
- (E) Procurement Services will submit the returned clarification to the Requesting Department or the Evaluation Committee for review.

3.4.6 Bidder Errors.

- (A) After a Bid/Proposal Submittal has been opened, a Bidder is not permitted to withdraw or alter its Bid/Proposal Submittal, or any deposit that may have been submitted (except as provided in the Bid/Proposal document).
- (B) A Bidder may notify Procurement Services that an error has been made in its Bid/Proposal Submittal and provide a letter detailing the error or omission and measure of relief sought.
- (C) The Director of Procurement will review the letter and determine what, if any, measures will be taken.

3.4.7 Bids that Exceed Budget.

- (A) The County may exercise its authority to accept or reject Bids/Proposals that exceed the established budget when it is in the best interest of the County.
- (B) If the County rejects all Bids/Proposals, the Specifications may be revised to comply with the established budget, and the Bid/Proposal reissued.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

3.4.8 Tie Bids/Proposals (NON-CCNA)

In the event two (2) or more Bidders have submitted the lowest and best Bids/Proposals, preference will be given in the following order:

- (A) A Bidder who has signed and submitted a Drug Free Workplace form, pursuant to Section 287.087 Florida Statutes, with the bid;
- (B) A Bidder who is both a Service-Disabled Veteran Business and a Hillsborough County registered Small Business Enterprise as set forth in Part III, Section 1 of the Hillsborough County Economic Development Department Small/Minority Business Development Office Operational Procedures, pursuant to the Board directive given at the December 16, 2009 regular meeting based on a staff report regarding Service-Disabled Veterans Preference Program;
- (C) A Bidder who is a Minority or a Small Business Enterprise, certified or registered by Hillsborough County, pursuant to Board Resolution No. R06-264, as amended by Resolution No. R11-020, Resolution No. R12-156 and Resolution No. R15-105;
- (D) A Bidder who has its principal place of business in Hillsborough County;
- (E) A Bidder who has a place of business in Hillsborough County; and
- (F) Otherwise, the bid may be awarded by drawing lots.

3.4.9 Single Bid/Proposal Submittal Analysis

- (A) Procurement Services Responsibilities.

When Bid/Proposal Submittals are solicited and only one Submittal is received, Procurement Services may:

- (I) Examine the situation to determine whether the single response is attributable to an absence of any of the prerequisites of the formal procurement procedures. This review determines if the appropriate Bidders were notified and why no other Submittals were received.
- (II) Initiate corrective action, if appropriate, to increase competition in future requests for Bids/Proposals for the same or similar items.

- (B) Requesting Department's Responsibilities.

When Bid/Proposal Submittals are solicited and only one Submittal is received, the Requesting Department procedures include:

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

- (I) Conducting a detailed review of the Submittal to determine if the price offered is fair and reasonable in light of all prevailing circumstances. One or more of the following techniques may be used to perform price analysis:
 - (a) Comparison of prices with those received by other governmental agencies.
 - (b) Comparison of prior bid/proposal prices with current prices for the same or similar item or service.
 - (c) Comparison with competitive published price lists, published market prices of commodities, similar indexes and discount or rebate arrangements.
 - (d) Comparison of proposed prices with independent cost estimates.
 - (e) If the project is of sufficient scope and complexity, a formal cost study may be conducted using appropriate professional experts.
 - (II) Preparing an award recommendation demonstrating that the Requesting Department Director has reviewed the evaluation of the single Submittal received and has determined that the price(s) are fair and reasonable and that it is in the County's best interest to proceed with an award.
 - (III) Where an outside consultant (architect or engineer) is involved, the consultant's written recommendation must be included with the department recommendation.
- (C) Acceptance of the Single Bid/Proposal.
- If the single bid/proposal is acceptable and advantageous to the County, the Single Submittal may be recommended for award.
- (D) Rejection of the Single Bid/Proposal.
- (I) If the investigation of the Single Submittal reveals that the Submittal is not fair and reasonable, then the recommendation should be to reject the Single Submittal.
 - (II) If the project is re-solicited, appropriate changes should be made to encourage competition.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

3.4.10 Evaluation Committee

- (A) Purpose and Members of the Evaluation Committee.
 - (I) An Evaluation Committee is used to review the technical aspects of bid/proposal submittals for compliance with specifications and make recommendations on awards. An Evaluation Committee can be used to review Bids as needed.
 - (IV) The Evaluation Committee may consist of three (3) to five (5) members who are recommended by the Requesting Department Director as having knowledge of or a working interest in the specified commodities or services. Evaluation Committees may have more than five (5) members.
 - (V) The Requesting Department Director shall designate or serve as the Evaluation Committee Chair.
 - (VI) At the discretion of the Director of Procurement or designee, interested stakeholders may be engaged to serve as advisors to the Evaluation Committee. Such stakeholders may include, but are not limited to, representatives of professional associations, community groups, and consultants. Advisors shall not be members of the Evaluation Committee and shall not participate in the actual scoring, ranking, and/or selection of vendors.
 - (VII) Representatives from the County Attorney's Office and the Procurement Services Department may serve in an advisory capacity to the Evaluation Committee. If a procurement involves the acquisition of goods or services for the County Attorney's Office or the Procurement Services Department, representatives from these offices may serve on the tending Evaluation Committee.
- (B) Conflict of Interest and Evaluation Committee Members.
 - (I) No person shall serve on an Evaluation Committee if he/she has a conflict of interest with respect to the business/firm/vendor/consultant being evaluated. The following activities, interests and relationships shall be deemed to be a conflict of interest and shall preclude a person from serving on an Evaluation Committee:
 - (a) current employment or past employment with the business/firm/vendor/consultant being evaluated within one (1) year prior to the evaluation; or

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

- (b) serving as a current consultant or past consultant for or with the business/firm/vendor/consultant being evaluated within one (1) year prior to the evaluation; or
 - (c) having an ownership interest (stocks or assets) in the business/firm/vendor/consultant being evaluated at the time of the evaluation (mutual funds are excluded); or
 - (d) having a family member (spouse, child, sibling, parent, in-law) with an ownership interest in the business/firm/vendor/consultant being evaluated at the time of the evaluation (mutual funds are excluded); or
 - (e) serving as an officer and/or director in the business/firm/vendor/consultant being evaluated at the time of the evaluation; or
 - (f) being a party in any current litigation/lawsuit with or against the business/firm/vendor/consultant being evaluated, and/or being a party in any past litigation/lawsuit with or against the business/firm/vendor/consultant being evaluated where such lawsuit concluded less than two (2) years prior to service on the Evaluation Committee (involvement in a past litigation/lawsuit that concluded two (2) or more years prior to service on the Evaluation Committee shall not constitute a conflict of interest); or
 - (g) involvement in a current investigation of the business/firm/vendor/consultant being evaluated, and/or involvement in a past investigation of the business/firm/vendor/consultant being evaluated where such investigation was concluded less than one (1) year prior to service on the Evaluation Committee; (if there is any uncertainty regarding the applicability of a current or past investigation, then this potential conflict must be disclosed in writing and the Director of Procurement shall make a determination as to whether a conflict exists.)
- (II) Any other activity, interest or relationship that could possibly be viewed as a conflict of interest or that is in conflict with Florida Statute Section 112.313 (Government Code of Ethics) must be disclosed in writing to the Director of Procurement prior to service on an Evaluation Committee, whereupon, the Director of Procurement shall make a determination as to whether a conflict exists.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

- (C) Evaluation Committee Process.
- (I) The Evaluation Committee Chair will coordinate all scheduling with Procurement Services.
 - (II) Procurement Services will ensure Public Notice is issued in compliance with the Sunshine Law and that all Evaluation Committee meetings are scheduled at least 24 hours in advance, unless circumstances arise requiring a shorter time frame (subject to approval by the Director of Procurement).
 - (III) All Evaluation Committee members will sign a form covering confidentiality for the first ten (10) calendar days after receipt of the Bid/Proposal Submittals or until such time as a recommendation is made, whichever is earlier. The form also discloses potential conflicts of interest with respect to members of an Evaluation Committee ([see Appendix F, Evaluation Committee Disclosure Form](#)).
 - (IV) The Evaluation Committee Chair or designee is responsible for conducting reference checks of Bidders.
 - (V) The Evaluation Committee Chair is responsible for preparing written minutes of all Evaluation Committee Meetings and recording attendance.
 - (VI) Upon completion of the evaluation, Procurement Services will provide the pricing score so that the Evaluation Committee can make its recommendation based on the total score. This can be done prior to the completion of the Evaluation Summary so that it is included in the overall recommendation.
 - (VII) The Evaluation Committee Chair is responsible for preparing the Evaluation Summary containing formal recommendations to Procurement Services that includes a brief description of the project, the final scoring, the budgeted amount, recommended dollar amount, and the Committee's recommendation for award (see Section 3.5.1 for additional CCNA procedures).
 - (VIII) All Committee members must sign the Evaluation Summary.
 - (IX) The public may attend any Evaluation Committee meeting, but the public may not participate in the evaluation process.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

(D) Instructions to Evaluation Committee.

The Evaluation Committee has an important role in the analysis and review process of Bids/Proposals. Procurement Services will instruct the members of the Committee to:

- (I) Thoroughly evaluate all Bids/Proposal Submittals in accordance with the Specification criteria and report any deviations to Procurement Services immediately;
- (II) Ensure a thorough, unbiased and equitable evaluation of all Bid/Proposal Submittals and treat all Bidders fairly;
- (III) Refrain from any conversations with each other regarding the Bid/Proposal Submittals for the duration of the process except during Evaluation Committee meetings;
- (IV) Attend all scheduled meetings, including any Oral Presentation (interviews) by Bidders;
- (V) Disclose in writing any conflict of interest or bias to the Director of Procurement prior to performing the evaluation;
- (VI) Evaluate the Bid/Proposal Submittals based upon the written response to the scope of work and other pertinent information required by the terms of the Proposal only;
- (VII) Refrain from inclusion of any personal knowledge or assumptions gained prior to or outside of the evaluation process; and,
- (VIII) Refrain from any communication with any Bidder, in accordance with 10.4, Cone of Silence. Request clarification of the Bid/Proposal Submittal through Procurement Services, if needed.

3.4.11 Reserved.

3.4.12 Product Demonstrations.

- (A) If the Requesting Department requires a product demonstration, they shall contact Procurement Services to coordinate the demonstration.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

- (B) Responsibilities of the Requesting Department include:
 - (I) Providing Procurement Services with a complete list of items that will be needed at the demonstration and who will provide each of them, the County or the Bidder.
 - (II) Contacting Risk Management to determine if proof of insurance will be required from the Bidder(s) prior to the demonstration.
 - (III) If proof of insurance is required, forwarding the insurance requirements established by Risk Management to Procurement Services.
 - (IV) Ensuring that any County-provided equipment/items is brought to the demonstration.
 - (V) Inspecting the product and providing with a written report on the outcome of the demonstration.
- (C) Responsibilities of Procurement Services include:
 - (I) Obtaining the insurance certificate(s) from the Bidder(s) and forward the certificate(s) to Risk Management for approval.
 - (II) Contacting the Bidder(s) to schedule the demonstration at a mutually acceptable location and time.
- (D) Only the Bidder(s) that is being considered for award should be asked to participate in the demonstration (unless the procurement is an RFP and the demonstration is part of the evaluation).
- (E) A representative from Procurement Services will be present at all demonstrations.
- (F) In the event any of the Bidders' product is left in the custody of the County for further testing or review, Procurement Services will contact the Bidder(s) to arrange for the return of the product(s), upon notification from the Requesting Department that the product(s) is ready to be returned.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

3.4.13 The Bid Review Committee (Construction Projects).

- (A) Purpose and Members.
 - (I) Pursuant to BOCC Policy 03.02.01.00, on Capital Improvement Projects, the Requesting Department convenes the Bid Review Committee when Bid/Proposal Submittals that exceed \$50,000 are ten percent (10%) or more above the estimated construction cost ([see Appendix G, Board Policy 03.02.01.00 Bids over 10% Estimate \(Construction\)](#)).
 - (II) This procedure includes Bids/Proposal where the award amount is established in the Bid/Proposal and where the low bid exceeds the estimate by 10% or more.
 - (III) The Bid Review Committee shall consist of the following individuals: the requesting Department Director, serving as Chair; engineer or Project Manager of the appropriate Department; representative from Management and Budget; and, if applicable, consulting engineer or architect.
 - (IV) The County Attorney and a Procurement Services Representative serve in an advisory capacity to the Bid Review Committee.
- (B) Role of the Bid Review Committee.
 - (I) The Committee shall analyze the Bid/Proposal Submittals and make recommendations to Procurement Services regarding acceptance or rejection of the lowest Bid/Proposal Submittal.
 - (II) The review consists of the plans, quality, quantities, current unit costs, escalation clauses, and other items as deemed pertinent to the project. If the recommendation is to award, it shall contain a sufficient justification.
 - (III) The Requesting Department Director will review the recommendation of the Bid Review Committee and either concur or refer it back. The Department Director will forward the recommendation to Procurement Services.
 - (IV) If Procurement Services does not concur with the Requesting Department's recommendation and no consensus can be reached, the matter will be decided by the appropriate Team Administrator(s).

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

3.4.14 Rejection of Bid/Proposal Submittals.

- (A) The County reserves the right to reject any and all Bids/Proposals upon determination of non-responsibility of a Bidder or non-responsiveness of Bid/Proposal or any other circumstances deemed in the best interest of the County, including, but not limited to, previous failure to perform properly or complete on time a contract of similar nature or neglect of payment of bills or obligations to subcontractors, suppliers, or employees.
- (B) The Director of Procurement has the authority to reject any and all Bids/Proposals not exceeding \$100,000.
- (C) The County Administrator has the authority to reject any and all Bids/Proposals not exceeding \$250,000.
- (D) The rejection of Bids/Proposals exceeding \$250,000 requires approval by the BOCC.
- (E) The Director of Procurement has the authority to cancel CCNA RFP's at any time prior to award.

3.5 CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA)

3.5.1 Process.

- (A) Purpose. The purpose of the procedures established hereunder is to ensure Hillsborough County's compliance with Section 287.055 Florida Statutes known as the "Consultants' Competitive Negotiation Act" (CCNA). The CCNA establishes contracting procedures by which counties must select architects, professional engineers, landscape architects, and surveyors and mappers ("Professional Firms") for architectural, engineering, landscaping and mapping services ("Professional Services"). The CCNA process allows for Professional Firms to be chosen on quality of personnel, minority business enterprise consideration, past performance, willingness to meet time and budget requirements, location, workload, and volume of work previously awarded to each Professional Firm by the County.
- (B) Public Notice. Procurement Services shall publicly **notice advertise** in a uniform and consistent manner on each occasion when Professional Services are required to be engaged except in cases of valid public emergencies as certified by the Board. The announcement shall include a general description of the project and shall indicate how and the time within which interested Professional Firms can provide their written response (the "CCNA Submittal"). The announcement shall contain the potential agreement period including any unilateral renewals.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

- (C) Certification and Pre-Qualification.
 - (I) Only firms certified by Hillsborough County as qualified to provide the required services will be recommended for selection. Qualifications for certification are as follows:
 - (a) Professional Firms must be properly registered and licensed with the Department of Business and Professional Regulation to practice their profession in the State of Florida.
 - (b) If the Professional Firm is a corporation, it must be properly chartered with the Florida Department of State.
 - (c) The Professional Firm must submit a form SF 330. Separate SF 330's are required for corporate office and local office, if applicable.
 - (d) Professional Firms are required to submit statements of qualification and performance data for certification on an annual basis.
 - (II) Procurement Services shall notify the Professional Firm in writing of its certification and the disciplines in which it is certified.
 - (III) Procurement Services shall prepare and maintain a certification list of eligible Professional Firms and the discipline(s) in which they are certified. ~~The list of certified firms is posted on Procurement Services' Website.~~
 - (IV) It is the responsibility of the Professional Firm to keep its qualification data current.
- (D) CCNA Evaluation Committee.
 - (I) CCNA Evaluation Committee Members and Purpose.
 - (a) ~~The CCNA Evaluation Committee may consist of three (3) to five (5) members who are recommended by the Requesting Department Director as having knowledge of or a working interest in the specified professional services. Evaluation Committees may have more than five (5) members. The CCNA Evaluation Committee consists of at least three (3) members: Project Manager, Requesting Department representative and one (1) other person selected by the Requesting Department. The Project Manager serves as the CCNA Evaluation Committee Chair.~~

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

- (b) ~~At the discretion of the Director of Procurement or designee, interested stakeholders may be engaged to serve as advisors to the CCNA Evaluation Committee. Such stakeholders may include, but are not limited to, representatives of professional associations, community groups, and consultants. Advisors shall not be members of the CCNA Evaluation Committee and shall not participate in the actual scoring, ranking, and/or selection of vendors. At the discretion of Procurement Services, the CCNA Evaluation Committee may be expanded to include a representative of a local Professional Association to serve in an advisory capacity only.~~
 - (c) ~~The Requesting Department Director shall designate or serve as the Evaluation Committee Chair. A Committee member should not be selected if that person is a direct or indirect report to any other Committee member.~~
 - (d) ~~Representatives from the County Attorney's Office and the Procurement Services Department may serve in an advisory capacity to the CCNA Evaluation Committee. If a procurement involves the acquisition of professional services for the County Attorney's Office or the Procurement Services Department, representatives from these offices may serve on the tending Evaluation Committee. The County Attorney and a Procurement Services Representative serve in an advisory capacity to the Committee.~~
 - (e) A tending CCNA Evaluation Committee may be convened at any time by the Director of Procurement to address pertinent issues.
- (II) Contact with the CCNA Evaluation Committee.
- (a) In addition to the requirements of Section 3.4.10 (B), the members of the CCNA Evaluation Committee are prohibited from discussing a project, during the procurement process, with any Professional Firm that may provide a CCNA Submittal.
 - (b) All questions relating to the project shall be directed to Procurement Services.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

(E) Competitive Selection

(I) Scoring.

The CCNA Evaluation Committee shall evaluate, score, and/or rank the CCNA submittals using consensus scoring, individual scoring, or other reasonable methods to determine the ranking of firms based solely on the published criteria and relative weights thereof.

(II) Initial Ranking of Professional Firms.

The Initial Ranking (or shortlisting) of Firms is based on the points given the CCNA Submittal for the following criteria:

(a) Evaluation Criteria - Maximum of 100 points.

(i) Ability of the Firm and its professional personnel

(ii) Firm's experience with projects of a similar type and size

(iii) Firm's willingness and ability to meet schedule and budget requirements

(iv) Effect of Firm's recent, current, and projected workload

(v) Effect of project team location

(b) Minority Business Enterprise participation - Maximum of six (6) points. The Economic Development Department is responsible for providing scores for the Professional Firms' Minority Business Enterprise participation.

(c) Equal Employment Opportunity (EEO) and Affirmative Action (AA) Questionnaire - Maximum of four (4) points. The Economic Development Department is responsible for providing scores for the Professional Firms' Equal Employment Opportunity (EEO) and Affirmative Action (AA) Questionnaire.

(d) Past performance on Hillsborough County projects in the primary discipline for the Professional Services being solicited - Maximum of five (5) points ([see Appendix H, CCNA Past Performance Rating](#)).

(e) Volume of Work - Maximum of five (5) points ([see Appendix I, CCNA Volume of Work Points](#)).

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

- (f) The Chair of the CCNA Evaluation Committee will be the only member to score “Effect of Project Team Location.”
 - (g) The Rating Guide will be used by the CCNA Evaluation Committee to evaluate the CCNA Submittals ([see Appendix J, CCNA Rating Guide](#)).
- (F) CCNA Interviews via Teleconferences or Formal Presentations.
- (I) CCNA Interviews via Teleconferences.
 - (a) The RFP will indicate if CCNA Teleconferences will be conducted with the shortlisted Firms rather than Formal Presentations.
 - (b) Where Formal Presentations are not held, the Evaluation Committee Chair and Project Manager will, along with a Procurement Services Representative, conduct Teleconferences (telephone discussions) with no less than three (3) Firms regarding their qualifications, approach to the project, and ability to furnish the required services.
 - (b) The Project Manager will prepare and provide a summary of these Teleconferences.
 - (c) Teleconferences are not scored. The final ranking shall be the total scores from the written submittal (initial ranking).
 - (d) However, should information arise during the Teleconferences that the Chair or Project Manager determines there is a need for additional review, the CCNA Evaluation Committee may be convened to review the information in question.
 - (e) This additional review following a Teleconference may result in a decrease of score but cannot increase the score.
 - (II) CCNA Formal Presentations.
 - (a) CCNA Formal Presentations may be required on any project at the option of the Project Manager. If Formal Presentations are required, the RFP will so state the requirement.
 - (b) Procurement Services will schedule CCNA Formal Presentations as determined by the initial ranking, if required.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

- (c) Attendance at CCNA Formal Presentations is mandatory for CCNA Evaluation Committee members. If extenuating circumstances prohibit a CCNA Evaluation Committee member from attending, the CCNA Formal Presentations will continue without that person. No substitution of CCNA Committee Members will be allowed.

- (d) Committee members will evaluate and score each Firm's CCNA Formal Presentation, based on the following criteria:
 - (i) Understanding of the project and program requirements (10 points maximum);

 - (ii) Approach to the project and methods used to plan, design, and administer the project (10 points maximum); and

 - (iii) Ability to provide the required services and provide them within schedule and budget (10 points maximum).

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CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

- (G) Final Ranking.
 - (I) Where only CCNA Teleconferences were held, the Final Ranking shall be the Initial Ranking (because Teleconferences are not scored).
 - (II) Where CCNA Formal Presentations were made, the final ranking of the Professional Firms will be based solely on the CCNA Formal Presentation.
- (H) CCNA Tiebreaker Procedure.
 - (I) Initial Ranking Tiebreaker. In the event two or more Professional Firms receive identical total scores in the Initial Ranking, tiebreakers will be applied as follows:
 - (a) First Tiebreaker.
 - (i) The first tiebreaker will be the Professional Firms' individual Volume of Work with Hillsborough County as determined by the Clerk of the Circuit Court's financial accounting system.
 - (ii) The Professional Firm with the lowest total dollars in Volume of Work over the preceding two (2) fiscal years will be considered the higher-ranked Professional Firm.
 - (iii) If a tie still exists, the second tiebreaker is applied.
 - (b) Second Tiebreaker.
 - (i) The second tiebreaker will be the highest points given for the highest weighted evaluation criteria. Prior to advertising, the Requesting Department is required to select one of the weighted criteria as the highest weighted.
 - (ii) The Professional Firm receiving the highest points will be considered the higher-ranked Firm.
 - (c) Third Tiebreaker. In the event a tie still exists, lots will be drawn.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

- (II) Formal Presentations Tiebreaker. In the event two or more Professional Firms receive identical total scores following the CCNA Formal Presentations, tiebreakers will be applied as follows:
 - (a) First Tiebreaker
 - (i) The first tiebreaker will be the Professional Firms' individual Volume of Work with Hillsborough County as determined by the Clerk of the Circuit Court's financial accounting system.
 - (ii) The Professional Firm with the lowest dollars in Volume of Work over the preceding two (2) fiscal years will be considered the higher-ranked Firm.
 - (b) Second Tiebreaker. If a tie still exists, lots will be drawn.

- (I) Changes in Scoring. Decreases in scoring may result from the Evaluation Committee's consideration of additional information after the Initial Ranking. However, no increases in scoring will be considered. Changes may result from, but are not necessarily limited, to the following situations:
 - (I) Changes in the project team of a shortlisted Professional Firm when the changes are considered to negatively impact the Professional Firm's ability to provide the quality of services originally proposed.
 - (II) Discovery of information that conflicts with information provided in the CCNA submittal.
 - (III) Discovery of the Professional Firm having provided misleading information.

- (J) Competitive Negotiations.
 - (I) Once the final ranking of the shortlist has been established, Procurement Services will authorize the Requesting Department to begin negotiations with the top-ranked Firm (or Firms in the case of multiple awards for miscellaneous services agreements) on the shortlist.
 - (II) If the Requesting Department is unable to negotiate an Agreement, negotiations with that Professional Firm shall be formally terminated.
 - (III) The Requesting Department shall submit a letter to Procurement Services requesting negotiations be terminated.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

- (IV) Procurement Services will notify the Professional Firm in writing.
- (V) The Requesting Department shall then proceed to negotiate with other Professional Firms, in ranked order, as necessary to reach a satisfactory Agreement.
- (VI) The requesting Department shall document its negotiations and basis for its determination of fair and reasonable pricing in accordance with AD CS-22 ([see Appendix Z, AD CS-22 Negotiation of Contracts Pursuant to CCNA](#)).
- (K) Recommendation for Selection and Award of Contract.
 - (I) The recommendation to the Board, if required, for selection of Professional Firms shall be based on the final ranking of Professional Firms deemed to be most highly qualified to perform the required services.
 - (II) Procurement Services shall present to the Board, if required, the ranking of the Professional Firm(s) determined by the Evaluation Committee and contract(s) executed by the Professional Firm(s) with whom negotiations were successful.

3.5.2 Additional Contract Requirements for CCNA

- (A) Prohibition Against Contingent Fees.

All contracts for Professional Services shall contain the following prohibition against contingent fees as required by Section (6) (a) of the CCNA:

The architect (or registered surveyor and mapper or professional engineer, as applicable) (“Professional Firm”) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional Firm to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional Firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach of this provision, the County has the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise receive, the full amount of such fee, commission, percentage, gift, or consideration.

CHAPTER 3

DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

(B) Truth in Negotiations.

For any lump sum or cost-plus-a-fixed-fee Professional Service Agreements over the threshold amount provided in Section 287.017 Florida Statutes for CATEGORY FOUR, the Professional Firm receiving the award shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service Agreement in which such a certificate is required shall contain a provision that the Agreement price shall be adjusted to exclude any significant sums where the County determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of the Agreement.

(C) Conflict of Interest.

No Professional Firm shall be eligible for selection on any project and no work shall be assigned to a Professional Firm which conflicts with or is duplicative of any work by the Firm or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or Firm.

(D) Security of Documents

(I) Professional Firms shall use care in protecting plans and specifications for County Infrastructure from access by unauthorized persons. Release of documents or information other than as required to fulfill the scope of the contract is prohibited. Failure to protect these documents could jeopardize the safety of the citizens of the County.

(II) The County's Project Manager is empowered to authorize release of documents.

3.5.3 Design-Build Projects.

Design-Build projects are not subject to the above CCNA requirements and will be awarded in accordance with County Ordinance 08-18 ([see Appendix K, Ordinance 08-18, Procedures for the Award of Design-Build Contracts](#)) and the Procurement Policy.

3.6 AWARD PROCESS.

Once the Requesting Department's recommendation is made and accepted by Procurement Services, Procurement Services will prepare the agenda item for the Administrative or Board award.

CHAPTER 3
DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

3.7 SPECIAL PROVISIONS.

3.7.0 Request for Information (RFI).

An RFI can be issued to determine whether potential Bidders exist to provide a needed commodity or service. The Requesting Department will develop a document describing the commodity or service to be solicited for input. The requesting Department will initiate an RQ and forward the RFI to Procurement Services for issuance. This invitation may not require Public Notice or consideration of price as it is for informational purpose only.

3.7.1 Joint Ventures

- (A) All Bidders intending to submit a bid as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the bid (see Section 489.119 Florida Statutes).
- (B) Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project.

APPROVAL OF REVISIONS:



Scott P. Stromer, Director of Procurement

October 29, 2021

Date

CHAPTER 4

PURCHASING CARD PROCEDURES

4.0	INTRODUCTION	4-1
4.1	CARD ACCOUNTS AND AUTHORIZED USE.....	4-1
4.2	PROHIBITED FEES, TAXES OR PURCHASES ON CARD ACCOUNTS	4-5
4.3	PCARD ADMIN AND REQUESTING DEPARTMENT RESPONSIBILITIES.....	4-5
4.4	TRAINING	4-7
4.5	PROCUREMENT REQUIREMENTS.....	4-8
4.6	PURCHASE AUTHORITY	4-9
4.7	CARD ACCOUNT SECURITY	4-10
4.8	SUPPORTING DOCUMENTATION.....	4-12
4.9	CYCLE AND WEEKLY SUBMISSION.....	4-14
4.10	RECONCILIATION.....	4-14
4.11	POLICY/PROCEDURE INFRACTIONS.....	4-19
4.12	DECLARED EMERGENCY PROGRAM (PROGRAM).....	4-23
4.13	SALES TAXES	4-25
4.14	INSURANCE REQUIREMENTS FOR LEASE OR RENTAL OF EQUIPMENT	4-25
4.15	VISA LIABILITY WAIVER PROGRAM.....	4-25
	EXHIBIT 1: 610 NEW REQUEST	4-27
	EXHIBIT 2: 620 CHANGE REQUEST.....	4-28
	EXHIBIT 3: 625 STANDARD PURCHASING CARD AGREEMENT	4-29
	EXHIBIT 4: 630 TRAVEL ADDENDUM AGREEMENT.....	4-30
	EXHIBIT 5: 635 CLAIMS STATEMENT OF DISPUTED ITEM	4-31
	EXHIBIT 6: 670 TEMPORARY TRAVEL ENHANCEMENT FORM	4-32
	EXHIBIT 7: RECONCILIATION PROCESS	4-33
	EXHIBIT 8: GLOSSARY	4-42

CHAPTER 4
PURCHASING CARD PROCEDURES

4.0 INTRODUCTION

The Hillsborough County Purchasing Card Program (PCard Program) is designed to improve efficiency in processing low dollar purchases by reducing the costs of sourcing, purchasing and payment activities, and to process travel expenditures, “declared emergency” purchases as well as certain authorized payments from any Vendor that accepts a VISA credit card.

Procurement Services administers the PCard Program.

Hillsborough County’s PCard Program Services Contract RFP S-0001-09(JSW) (BOCC Document No. 09-0810) was awarded to FIA Card Services, N.A., a Bank of America Company on August 17, 2009 effective through August 16, 2014 with one additional five-year renewal period. The contract was renewed through August 16, 2019 and a novation agreement approved on October 15, 2014 to Bank of America, N.A.

The PCard Program utilizes Bank of America’s Works® Payment Manager for Administration and Oracle iExpense to reconcile card transactions.

4.1 CARD ACCOUNTS AND AUTHORIZED USE

4.1.0 Card Accounts and Authorized Use

- (A) The PCard Program utilizes the following types of card accounts described below:
 - (I) PCard
 - (II) Departmental Card
 - (III) Term Account
 - (IV) Declining Balance Account
- (B) All cards are clearly identified on the face as a “Governmental Purchasing Card” in addition to being:
 - (I) Embossed with employee’s name or card’s purpose information, account name “Hillsborough County BOCC”, account number and expiration date; and
 - (II) Printed with County logo and sales tax exemption number.
- (C) Card accounts shall be used for authorized County purchases that are directly related to the mission of the Requesting Department and serve a public purpose. If clarification is required, contact County Finance.
- (D) **CARD ACCOUNTS CANNOT BE USED FOR ANY PERSONAL USE.**

CHAPTER 4
PURCHASING CARD PROCEDURES

- (E) Requests for new accounts must be submitted by the Requesting Department Director using a New Request form (see Exhibit 1, form 610). The form shall be e-mailed to pcardadmin@HCFLGov.net.
- (F) Requests for changes to card accounts, including cardholder transfer to another department, must be submitted by the Requesting Department Director using a Change Request form (see Exhibit 2, form 620). The form shall be e-mailed to pcardadmin@HCFLGov.net.
- (G) Under certain circumstances, a card account's Merchant Category Code Group (MCCG) can be revised to allow purchases outside the routine profile. To request a revision, contact PCard Administration.
- (H) Card accounts shall be used in accordance with the following Administrative Directives:
 - (I) Administrative Directive # IT-01, Automation and Telecommunications
 - (II) Administrative Directive #AD-22, Public Awareness, Awards and Sponsorship Activities
 - (III) Administrative Directive #PI-01, Procedures for Implementation of Board Policy for Control of Tangible Personal Property and Sensitive Property
 - (IV) Administrative Directive #MS-12, Receipt of Promotional Gifts / Gift Cards
 - (V) Administrative Directive #AD-06, Signature Authorization and Delegation of Authority and Administrative Directive #AD-06A, Signature Authorization and Delegation of Authority Related to Financial Transactions
 - (VI) Administrative Directive #AD-09, Travel on Hillsborough County Business
 - (VII) Administrative Directive #FM-01, Fuels Management: Site and Tank Responsibilities, Inventory Control and Ordering, Conservation and Access Policy and Procedures
- (I) PCard
 - (I) Issued to employees who frequently purchase commodities and services and to designated employees for emergency purchases during declared emergencies.
A frequent purchase is defined as using a card at least once in a three month period.

CHAPTER 4
PURCHASING CARD PROCEDURES

- (II) Cardholder will take possession of their card at the conclusion of PCard Training (unless otherwise permitted).
 - (III) The employee whose name is embossed on the card is the only person authorized to use the card.
 - (IV) PCard Administration will notify the Cardholder and Requesting Department Coordinator upon the receipt of renewal or replacement cards.
 - (V) The Cardholder or the Requesting Department Coordinator is responsible for picking up PCard(s) from Procurement Services.
 - (VI) The Requesting Department Coordinator is responsible for proper distribution of cards.
 - (VII) Prior to a replacement or renewal card being issued, the existing card shall be presented to PCard Administration.
 - (VIII) The Cardholder is responsible for activating their card account by calling the toll-free number provided to them on the face of their card.
 - (IX) The total cost of any transaction must not exceed the established single transaction limit. A single purchase may be comprised of multiple items purchased in one transaction. All items purchased to meet a single requirement must be purchased in one transaction. A single purchase shall not be split into two or more transactions either by one or more Cardholders to stay within the single transaction or Cardholder limit.
 - (X) Requests to add a travel enhancement to a card must be submitted by the Requesting Department Travel Coordinator using a Temporary Travel Enhancement form (see Exhibit 6, form 670). The form shall be e-mailed to pcardadmin@HCFLGov.net.
- (J) Departmental Card
- (I) Departmental Cards may be issued to Requesting Departments that have a specific commodity or service to purchase by more than one individual.
 - (II) Requesting Department will designate an individual(s) as a Departmental Card Monitor (Monitor) to secure and monitor the account.
 - (III) Motor Pool Departmental Cards are utilized in accordance with Administrative Directive #FM-01.
 - (IV) The Requesting Department Coordinator is responsible for notifying PCard Administration of changes to the designation of Monitor.

CHAPTER 4
PURCHASING CARD PROCEDURES

- (V) PCard Administration will notify the Requesting Department Coordinator upon the receipt of renewal or replacement Departmental Cards.
 - (VI) The Monitor or the Requesting Department Coordinator is responsible for picking up Departmental PCard(s) from Procurement Services.
 - (VII) The Requesting Department Coordinator is responsible for proper distribution of cards.
 - (VIII) Prior to a replacement or renewal card being issued, the existing card shall be presented to PCard Administration.
 - (IX) The Monitor is responsible for activating the Departmental Card by calling the toll-free number provided to them on the face of the card.
- (K) Term Account
- (I) A Term Account may be issued for a specific vendor or for a specific commodity or service.
 - (II) Requesting Department will designate an individual(s) with the role of Purchaser who is the only authorized individual(s) to use the Term Account.
 - (III) Purchasing Card Administration will notify the Requesting Department upon the issuance of a Term Account and provide account information.
 - (IV) PCard Administration will notify the Requesting Department Coordinator of updated account information.
- (L) Declining Balance Account
- (I) A Declining Balance Account may be issued for a maximum amount, purpose and time period.
 - (II) Requesting Department will designate individual(s) with the role of Purchaser who are the only authorized individual(s) to use the Declining Balance Account.
 - (III) Purchasing Card Administration will notify the Requesting Department upon the issuance of a Declining Balance Account and provide account information.

4.2 PROHIBITED FEES, TAXES OR PURCHASES ON CARD ACCOUNTS

4.2.0 Prohibited Use

CHAPTER 4
PURCHASING CARD PROCEDURES

- (A) Card accounts shall not be used under any circumstances for the following:
 - (I) Cash Advances;
 - (II) Gift cards;
 - (III) Rental or lease of land or buildings;
 - (IV) Utilities (i.e., telephone services, telephone calls, etc.);
 - (V) Alcoholic beverages or tobacco products;
 - (VI) Non-business entertainment expenses;
 - (VII) Florida sales tax;
 - (VIII) Square technology or third-party billing vendor set up in an individual's name;
 - (IX) Third-party billing vendor fees; and,
 - (X) Credit card fees or surcharges.
- (B) Unless otherwise approved, card accounts shall not be used for the following:
 - (I) Food items;
 - (II) Fuel; and,
 - (III) Any other items currently under a master contract or prohibited from purchase by County policies.

4.3 PCARD ADMIN AND REQUESTING DEPARTMENT RESPONSIBILITIES

4.3.0 Purchasing Card Administration Responsibilities:

- (A) Assume overall responsibility for administering the PCard Program;
- (B) Establish PCard Program Procedures;
- (C) Provide training for the PCard Program;
- (D) Investigate all alleged infractions of the PCard Program Procedures and when necessary, cancel or revoke the delegation of purchasing authority (use of a card account).
- (E) Monitor Card Usage for Inactivity:

Monitor usage of card accounts for cardholders that have never used their PCard or have not used it at least once in a three month period. Requesting Department Directors will be provided a quarterly report of cards/cardholders that meet these criteria. PCard Administration will

CHAPTER 4 PURCHASING CARD PROCEDURES

request the cards be relinquished or justification provided why the card account should remain open.

4.3.1 Requesting Department Director Responsibilities:

- (A) Designate Requesting Department Coordinator role. (see Exhibit 1, form 610).
- (B) Establish Requesting Department's written internal control, transaction review and approval procedures that may include more stringent procedures and controls than included within this chapter;
- (C) Request card accounts (see Exhibit 1, form 610);
- (D) Approve card transfers (see Exhibit 2, form 620);
- (E) Address situations involving improper use;
- (F) Ensure staff follows the PCard Program Procedures and related Administrative Directives.

4.3.2 Requesting Department Coordinator Responsibilities:

- (A) Serve as liaison with Procurement Services;
- (B) Monitor all disputed purchases, credits, and billing errors. Disputes or errors that cannot be resolved will be referred to the Requesting Department Director and PCard Administration;
- (C) Provide all new Requesting Department cardholders the internal control, transaction review and approval procedures prior to them attending PCard training;
- (D) Collect expired card accounts and distribute renewal cards;
- (E) Notify Requesting Department's staff of updates within the PCard Program; and,
- (F) Assist in Requesting Department's reconciliation.

4.3.3 Cardholder, Monitor or Purchaser Responsibilities:

Monitor for Departmental Card or Purchaser for Term Account or Declining Balance Account

CHAPTER 4
PURCHASING CARD PROCEDURES

- (A) Ensure that all purchases are directly related to the mission of the Requesting Department and serve a public purpose. If clarification is required, contact County Finance;
- (B) Ensure that purchases are in compliance with PCard Program Procedures and relevant Administrative Directives;
- (C) Obtain original detailed invoices or itemized receipts for all purchases;
- (D) Ensure that Florida sales tax is not charged on purchases;
- (E) Secure their card account;
- (F) Provide support material to Requesting Department Coordinators or individual designated to Access Authorization role as requested or required; and,
- (G) Reconcile transactions.

4.4 TRAINING

4.4.0 Training

- (A) Requesting Departments will schedule their own staff for PCard Program training in through the current Human Resource training scheduling software (HRIS). For agencies not in HRIS, Outlook meeting schedulers will be sent by PCard Administration.
- (B) The three training sessions typically held each month include:
 - (I) Requesting Department Coordinator training (for Department Coordinators - scheduled as needed)
 - (II) PCard/iExpense training (for Cardholders, Department Coordinator and Access Authorization role)
 - (III) Travel training (for Travel Coordinators - scheduled as needed)
- (C) A waiver of PCard or Travel training may be requested if cardholder attended a previous session and has a clear understanding of the PCard Policy, Procedures and relevant Administrative Directives (see Exhibit 1, form 610).
- (D) Training sessions will cover the PCard Policy and Procedures specific to each role and relevant Administrative Directives.

CHAPTER 4
PURCHASING CARD PROCEDURES

- (E) Cardholders and Purchasers (Term Account and Declining Balance Account) will sign a Standard PCard Agreement (see Exhibit 3, form 625) or Travel Addendum (see Exhibit 4, form 630).

4.5 PROCUREMENT REQUIREMENTS

4.5.0 Procurement Requirements

- (A) Requesting Department Directors are responsible for insuring that PCard purchases:
 - (I) follow established procedures and guidelines including Vendor selection;
 - (II) are made at a fair and reasonable price;
 - (III) are not split among several transactions to avoid regular procurement procedures;
 - (IV) are not used for items included in your department Oracle inventory;
 - (V) are not used for regularly occurring or scheduled needs (commodities or services) when the total value is projected to exceed \$10,000 during a one-year period;
 - (VI) are not sole source items; and,
 - (VII) supporting documentation is kept in retention in accordance with State of Florida Records Retention requirements and any compliance audit by the Clerk of the Circuit Court.

4.5.1 Purchases up to \$5,000

Quotes should be obtained where practical for small purchases under \$5,000.

4.5.2 Purchases over \$5,000

- (A) The procurement method used for the purchase shall be documented (with explanatory notes) in the Expense Report Justification field of Oracle iExpense:
 - (I) **Competitive Quotations**
Requesting Departments are responsible to obtain three quotations (written or oral). List in the Justification field of an Expense Report the Vendors contacted, the Vendor contact name (complete name) or notate online quote, and the prices received (see example below).

Smith Company, Joseph M. Smith, \$5,525.00

CHAPTER 4 PURCHASING CARD PROCEDURES

Jones Company, Jean L. Jones, \$6,365.00

Johnson Crafting, Lorien Johnson, \$7,200.00

If it is not possible to obtain three quotations, Requesting Departments are responsible to document and justify the reason(s) on the Justification field of an Expense Report.

(II) Sole Source

Sole source procurements must be submitted to Procurement Services.

(III) Emergency

List in the Justification field of an Expense Report the Vendor name, the Vendor contact person (complete name), and price received (as above). Also, state why the purchase is an emergency by answering these questions:

What is the nature of the emergency?

How was the Vendor chosen?

How was the price determined to be fair and reasonable?

Date and time of the event.

(IV) State of Florida Term Contracts or Authorized Purchasing Cooperatives

List in the Justification field of an Expense Report the Contract name, the assigned contract number, and the expiration date (see example below):

"In accordance with Florida State Contract No. (number assigned by the State, if applicable)" expiring_____.

Written quotes should reference the State of Florida or Authorized Purchasing Cooperative Contract number.

4.6 **PURCHASE AUTHORITY**

4.6.0 **Financial Disclosure**

Any Cardholder, Monitor or Purchaser given the authority to spend in excess of \$35K (regardless of whether they purchase or not) may be required to complete a Financial Disclosure Form. **This is a statutory requirement.**

CHAPTER 4 PURCHASING CARD PROCEDURES

4.6.1 Minority and Small Business Enterprises

Purchasers should give consideration to minority and small business enterprises ([see Appendix B, Procedures for DM/DWBE and SBE Programs – Version 12](#)).

4.6.2 Commodities

- (A) At NO TIME should BACK ORDERS be charged to a card account.
- (B) The Cardholder must instruct the Vendor to charge the card account at the time of shipment so that the commodities are received before weekly submission.
- (C) The Cardholder must instruct Vendors that all orders should be Free On Board (F.O.B.) destination, unless "pick-up" or other delivery instructions are specified by the Requesting Department.

4.6.3 Services

- (A) The Cardholder must instruct the Vendor to charge the card account after services are rendered so that the service is completed before the charge is posted to the card.
- (B) Only the BOCC has the authority to sign an Agreement on behalf of the County. No other County employee may sign an Agreement regardless of the dollar value of the Agreement.
- (C) The Cardholder will confirm that the Vendor is properly licensed and insured as required by the area of discipline at the time the service is performed.

4.7 CARD ACCOUNT SECURITY

4.7.0 Card/Account Number

- (A) The Cardholder, Purchaser and Monitor must take reasonable precautions to protect the card and the account number from loss or theft.
- (B) The Cardholder should not save or store their card account number and expiration date in web browser or vendor's web site.

4.7.1 Lost or Stolen Cards, or Fraud

- (A) Reporting Lost or Stolen Cards to the Bank of America, N.A.

CHAPTER 4 PURCHASING CARD PROCEDURES

If a card is lost or stolen, the Cardholder or Monitor must immediately notify by calling Bank of America, N.A. at (888) 449-2273.

(B) Reporting Stolen Card Accounts to Law Enforcement Agency

The Cardholder or Monitor is required to report the stolen card to the appropriate local law enforcement agency. In unincorporated Hillsborough County, call the Sheriff at (813) 247-8200 or the City of Tampa, call (813) 231-6130 and give details to the Emergency Complaint Writer. If a card is stolen within a municipality, call the police department of that municipality. The Cardholder or Monitor is required to obtain a Report Number from the law enforcement agency.

(C) Reporting fraudulent activity to the Bank of America, N.A.

If a card account has fraudulent activity, the Cardholder, Monitor or Purchaser must immediately notify by calling Bank of America, N.A. (877) 451-4602.

(D) Vendor Notification of Lost, Stolen, or Canceled Cards

The Cardholder shall contact any Vendor who has their card account number on file (i.e., subscriptions, mail order, telephone order) to ensure that the Vendor updates the records to reflect that the card was canceled.

(E) Reporting Lost or Stolen PCards or cards Closed for Fraudulent Activity to Purchasing Card Administration

(I) The Cardholder, Monitor, Purchaser or Requesting Department Coordinator shall notify Purchasing Card Administration via e-mail to pcardadmin@HCFLGov.net within one (1) working day of discovering a card account has been lost or stolen or after discovering fraudulent activity. The e-mail shall include all pertinent information, including, but not limited to:

- (a) Card account name;
- (b) Department name;
- (c) Date of loss;
- (d) City and State of loss;
- (e) If stolen, date reported to Law Enforcement;
- (f) Date and time Bank of America, N.A. was notified.
- (g) A list of purchases made on the day the card was lost or stolen.

CHAPTER 4
PURCHASING CARD PROCEDURES

- (F) Issuances of Replacement Cards are generally received within two (2) working days of the request.

4.7.2 Termination or Transfer of Cardholder, Monitor or Purchaser

- (A) Transfer
 - (I) When a Cardholder transfers to another Department, the new Requesting Department Director is responsible for completing a Change Request Form (see Exhibit 2, form 620). The form shall be e-mailed to pcardadmin@HCFLGov.net.
- (B) Termination
 - (I) When a Cardholder ends employment or changes job status, the Requesting Department Director is responsible to ensure the card is collected and destroyed after completing a Change Request Form (see Exhibit 2, form 620). The form shall be e-mailed to pcardadmin@HCFLGov.net.
 - (II) If the Requesting Department Director is unable to collect the PCard when an employee is terminated or for any other reason, the Requesting Department Director must immediately notify PCard Administration who will ensure that the card account is canceled.
 - (III) When a Monitor or Purchaser ends employment or changes job status, the Requesting Department Director must submit Change Request Form (see Exhibit 2, form 620). The form shall be e-mailed to pcardadmin@HCFLGov.net.
 - (IV) Cardholders, Monitors and Purchasers are required to coordinate reconciliation of card account activity prior to transferring to another department or ending employment.
- (C) Procurement Services receives an e-mail notification from Human Resources of terminated and transferred employees to match against open PCards.

4.7.3 Cardholders on Leave of Absence

When a Cardholder is on a leave of absence the Requesting Department Director is responsible to ensure PCard Administration is notified so the card's profile can be reduced for the duration of the leave. Notification shall be e-mailed to pcardadmin@HCFLGov.net.

4.8 SUPPORTING DOCUMENTATION

4.8.0 Receipts or Invoices

CHAPTER 4

PURCHASING CARD PROCEDURES

- (A) All transactions should be supported by **original** detailed or itemized receipt or invoice listing what was purchased, unit cost, number of units purchased, total cost, vendor name, etc. and any other applicable back-up documentation. If clarification is required, contact County Finance.
 - (I) If not itemized, request the Vendor to itemize the receipt or invoice (i.e., what was purchased, unit cost, number of units purchased and total cost).
 - (II) If not detailed (i.e., only lists SKU numbers), handwrite the description of what was purchased next to the itemized listing.
- (B) Invoices and receipts that list the entire card account number and expiration date are to be adjusted so that only the last four digits of the card account number are listed. An appropriate adjustment would be to cross out or white out the numbers and expiration date.
- (C) The Vendor name listed on invoices and receipts should match the posted transaction in Oracle iExpense.
- (D) International Transaction Fee transactions and fraudulent or disputed transactions may be supported by a WORKS summary print out.
- (E) Requesting Departments are to maintain originals in accordance with State of Florida Records Retention requirements and any compliance audit by the Clerk of the Circuit Court
- (F) Procedure when Invoice/Receipt Not Available:
 - (I) The Cardholder, Monitor or Purchaser shall submit a memorandum, approved by the Requesting Department Director, with a complete description of the purchase and state the reason the invoice or receipt is not available.
 - (II) County Finance may accept the representation and pay Bank of America, N.A. In that event, the Cardholder, Monitor or Purchaser must obtain and submit an electronic duplicate or copy of the proper documentation to County Finance within 30 days after the statement date or become liable to the County for the entire transaction amount.
 - (III) Additional time may be granted by County Finance if the Cardholder, Monitor or Purchaser demonstrates a good faith effort to obtain such proper documentation to the satisfaction of County Finance.

4.8.1 Other

CHAPTER 4
PURCHASING CARD PROCEDURES

Additional forms (i.e., Payment of Membership Dues form or Pre-Trip Authorization and Reimbursement Request form)

4.8.2 Prior Approval

Prior approval in accordance with relevant Administrative Directives

4.9 CYCLE AND WEEKLY SUBMISSION

4.9.0 Cycle

The cycle is the first day of the month to the last day of the month.

4.9.1 Upload of Transaction in Oracle iExpense

- (A) PCard transactions are uploaded into Oracle iExpense on Monday, or the first working day of the week, for the previous week's posts. If the last day of the month (cycle end) is Monday through Thursday, transactions will be upload 36 hours after the cycle end.
- (B) PCard transactions for the beginning of each cycle will not be uploaded into Oracle iExpense until all the transactions from the previous cycle have been processed in an Expense Report and in the queue for County Finance (except fraudulent transactions or those formally disputed). Fraud and formally disputed transactions must be added to the "Dispute Transaction" queue of Oracle iExpense with an explanation.

4.9.2 Weekly Submission

- (A) Weekly electronic submission of PCard documentation is as follows:
 - (I) Due by Friday of each week unless the cycle end is a partial week.
 - (II) If the cycle end is Monday through Thursday, the submission date is five (5) working days from the last day of the month (cycle end).

4.10 RECONCILIATION

4.10.0 Oracle iExpense

- (A) Notifications

Cardholder receives notifications of posted transactions. Cardholders should verify that each posted transaction is valid. If Access Authorization role has been granted, those designated individuals also receive notification of posted transactions. Access Authorization role should not be granted to family members or individuals set up to Approve.

CHAPTER 4
PURCHASING CARD PROCEDURES

(B) Reconciling Procedures

See Exhibit 7, Reconciling Procedures

4.10.1 Responsibilities

(A) Cardholder, Monitor and Purchaser Responsibilities:

- (I) Verify that each transaction listed in “credit card transactions” in Oracle iExpense queue e-mail is valid
- (II) Cardholder and Purchasers to sign each receipt or invoice (unless already signed)
- (III) Monitor ensures that the employee who used the card account has signed each receipt or invoice (unless already signed)
- (IV) Write Employee ID# on each receipt or invoice
- (V) Write a description of items purchased if not clearly identified
- (VI) Provide documentation to the Requesting Department’s Fiscal Section within the time frame designated in the Requesting Department’s internal control, transaction review and approval procedures (if applicable)

(B) Individual designated with Access Authorization Role Responsibilities

- (I) Receive documentation listed in 4.8 from card accounts
- (II) Ensure that all invoices and receipts only list the last four digits of the card account number
- (III) Ensure that each receipt or invoice has been signed by the Cardholder, Purchaser or individual who utilized the Departmental Card, is notated with the Employee ID# and includes the appropriate supporting documentation
- (IV) In Oracle iExpense, create and submit weekly Expense Report

(C) The Requesting Department Fiscal Responsibilities (if applicable)

- (I) Receives documentation listed in 4.8 for weekly transactions
- (II) Reviews all transactions and approves in Oracle iExpense
- (III) Uploads documentation into OnBase

(D) The Approver Responsibilities

- (I) In Oracle iExpense review all transactions to ensure all purchases were directly related to the mission of the Requesting Department and serves a public purpose

CHAPTER 4
PURCHASING CARD PROCEDURES

- (II) Approve Expense Report
- (E) Requesting Department Coordinator Responsibilities:
 - (I) Ensure PCard documentation is uploaded into OnBase in the designated time frame
 - (II) If any purchase(s) are questioned as to appropriateness, report items to the Requesting Department Director before forwarding to County Finance
- (F) Requesting Department Director Responsibilities:
 - (I) Ensure Cardholders, Fiscal, Approvers and Requesting Department Coordinators adhere to the Reconciliation procedures as documented in this Section
 - (II) When purchases are questioned, resolve the issue with the Cardholder. If the Requesting Department Director cannot be satisfied that the purchase was directly related to the mission of the Requesting Department and serves a public purpose, the Cardholder must either provide a credit memo proving the item(s) were returned for credit or a personal check for the full amount of the purchase. Checks made payable to the BOCC must be sent to County Finance with an explanation and a print out from WORKS showing the transaction allocation
- (G) County Finance Responsibilities:
 - (I) Log into Oracle iExpense and approves Expense Reports
 - (II) Ensure that the valid charges are paid timely upon receipt from the Requesting Departments
 - (III) Notify the Requesting Department Coordinator and PCard Administration when card account documentation is not received in the allotted time
 - (IV) Notify PCard Administration of unresolved disputed purchases, credits and billing errors

4.10.2 Disputed Charges

- (A) If a transaction contains an error (i.e., overcharge, duplicate charge or order not received), the Cardholder, Monitor or Purchaser must first attempt to resolve the problem with the Vendor.
- (B) If the Vendor refuses or delays to correct the error, the purchase must be disputed as soon as possible but no later than the 11th of the month following the cycle end.

CHAPTER 4
PURCHASING CARD PROCEDURES

- (C) The Cardholder or individual designated with Access Authorization role will dispute the transaction in Oracle iExpense by:
 - (I) Click on the “Credit Card Transactions” queue;
 - (II) Click on the “Dispute Transactions” queue;
 - (III) Click on the “Dispute” icon to the right of the transaction in dispute;
 - (IV) Type reason for dispute in the Reason box; and,
 - (V) Click Apply.
The transaction is no longer in a pending transaction queue.
- (D) All disputed transactions must be documented on a Claims Statement of Disputed Item form (see Exhibit 5, form 635). Cardholder, Monitor or Purchaser shall fax to FIA Card Services and submit along with transaction documentation to County Finance.
- (E) Upon resolution of the dispute, the Cardholder or individual designated to Access Authorization role will:
 - (I) In iExpense, click on the “Credit Card Transactions” queue;
 - (II) Click on the “Dispute Transactions” queue;
 - (III) Click on the “update” icon in “Dispute Transactions” section;
 - (IV) Check the box to End Dispute;
 - (V) Type in the purchase date of the offsetting transactions in the “Post Update” box;
 - (VI) Click Apply; and,
 - (VII) Create and submit an Expense Report for the disputed debit and offsetting credit. This report will net at zero.

4.10.3 Fraudulent Charges

- (A) If a transaction posts that the Cardholder, Monitor or Purchaser did not authorize, FIA Card Services must be notified by calling (877) 451-4602.
- (B) FIA Card Services may require the Cardholder, Monitor or Purchaser to complete an Affidavit of Fraud.
- (C) It is essential that the time frames and documentation requirements established by the FIA Card Services be followed.

CHAPTER 4
PURCHASING CARD PROCEDURES

- (D) Add the fraudulent transaction to the Dispute queue. (see 4.10.2(C)).
- (E) Upon resolution of the fraudulent charge, the Cardholder or individual designated with Access Authorization role will:
 - (I) In iExpense, click on the “Dispute Transactions” queue;
 - (II) Click on the “Update” icon in “Dispute Transactions” section;
 - (III) Check the box to End Dispute;
 - (IV) Type in the purchase date of the offsetting transactions in the “Post Update” box;
 - (V) Click Apply; and,
 - (VI) Create and submit an Expense Report for the disputed debit and offsetting credit. This report will net at zero. If the debit and credit post to different accounts, in the “Justification” field, refer the Expense Reports and purchase dates to each other.

4.10.4 Outstanding Billing Issues

- (A) Any outstanding billing issues unresolved that exceeds ten (10) working days from the statement date must be supported by a credit memo to identify that the issue will be resolved.
- (B) Such documentation is to be submitted to PCard Administration.
- (C) If the issue is not resolved within ten (10) working days and no documentation is submitted to PCard Administration, the card account will be reduced to \$1.00 until the issue is resolved.
- (D) If the issue is not resolved within three (3) months of the statement date, actions to the Cardholder will be in accordance with Section 4.11.

4.11 POLICY/PROCEDURE INFRACTIONS

4.11.0 Infractions of Policy/Procedure using the PCard

Infractions of the PCard Procedures are reviewed and documented by PCard Administration and actions are dependant on the type of infraction as listed in Section 4.11.5.

- (A) A Cardholder’s previous infractions are considered when determining the action.
- (B) PCard Administration reserves the right, dependant on the degree of the infraction, to impose any of the actions listed in Section 4.11.3 and 4.11.4 with the concurrence of the Director of Procurement Services.

CHAPTER 4
PURCHASING CARD PROCEDURES

- (C) PCard Administration has the authority to deactivate a card account until the completion of the review process.
- (D) PCard Administration may refer infractions to Government Services Administration for further investigation.
- (E) PCard Administration may report infractions to the Requesting Department's Chief Financial Administrator, Chief Administrative Officer or Deputy County Administrator and Human Resources Director.

4.11.1 Procedures

- (A) The cardholder is notified via e-mail from PCard Administration of a transaction(s) that is under review with a copy to the Requesting Department's Director and Requesting Department Coordinator.
- (B) Cardholders providing additional information for consideration should respond within five (5) working days; otherwise, any additional information provided may not be taken into consideration.
 - (I) After five (5) working days, PCard Administration will either:
 - (a) Complete an Infraction Report and distribute via e-mail to the individuals as listed in 4.11.1 (A); or,
 - (b) Respond to the notification e-mail that the information provided clarifies the situation surrounding the transaction(s) and the review has ended.
- (C) Cardholders that do not comply with the actions documented in the Infraction Report are subject to further actions as listed in Section 4.11.3 and 4.11.4 as determined by PCard Administration with the concurrence of the Director of Procurement Services.
- (D) Infraction Reports are uploaded into OnBase and tracked in the Purchasing Card Account Management System (PAMS) used by PCard Administration.

4.11.2 Action Types Defined:

- (A) Deactivate – move a card's limit to \$1.00 during an infraction review
- (B) Suspension – move a card's limit to \$1.00 for a defined period of time (i.e., 30 days, three (3) months or six (6) months)
- (C) Cancel – close a card for a minimum of a year

CHAPTER 4
PURCHASING CARD PROCEDURES

- (D) Revoke – permanently close a card

4.11.3 Infractions may result in any one or more of the following actions:

- (A) Written warning
- (B) 30 day PCard suspension
- (C) Three (3) month PCard suspension and refresher training
- (D) Six (6) month PCard suspension and refresher training
- (E) Cancel PCard
- (F) Revoke PCard
- (G) Discipline up to and including termination of employment in accordance with the Human Resource Policy and Procedures Manual HR-6.03 Employee Counseling and Discipline

4.11.4 Additionally, the Cardholder may be required to:

- (A) Obtain a credit from the vendor
- (B) Reimburse the County for any non-approved purchase(s). The purchase would then become the employee’s property.
- (C) Be subject to legal action by the County
- (D) Pay Florida sales tax

4.11.5 Actions by Infraction Types

	Infraction Types:	Action:	
a	A billing issue unresolved within three (3) months of the posted transaction cycle end		Warning
b	Purchase should have been made using a BPA or CPA		Warning
c	Used PCard to pay outstanding invoice. An outstanding invoice is defined as one dated three (3) or more months prior to PCard transaction date.		Warning
d	No procurement method documented (with explanatory notes) in the Expense Report Justification field of Oracle iExpense		Warning
e	Declined transaction based on an attempted		Warning

**CHAPTER 4
PURCHASING CARD PROCEDURES**

	personal purchase		
f	No notification to PCard Administration within one (1) working day of discovering a card account has been lost or stolen or after discovering fraudulent activity		Warning
g	No pre-approval in compliance with an Administrative Directive		Warning
h	Purchase with a Vendor using Square Technology or third-party billing Vendor set up in an individual's name, not the Vendor name		Warning
i	Transaction processed through another Vendor's merchant account (excluding third-party billing Vendors, i.e., Pay Pal)		Warning and vendor credit
j	Credit card fee / surcharge or third party billing vendor fee (i.e., Pay Pal)		Warning and vendor credit or reimbursement
k	A 3rd warning for any infraction		Six (6) month suspension and refresher training
l	A 4th warning for any infraction		Cancel
m	Personal purchase if credit is processed or reimbursement is submitted within two (2) working day of purchase date. Cardholder will provide a copy of the credit memo or reimbursement receipt to PCard Administration.	1st	Three (3) month suspension and refresher training
		2nd	Six (6) month suspension and refresher training
		3rd	Cancel
n	Personal purchase not resolved (as stated above) within two (2) working days of purchase date	1st	Six (6) month suspension, credit or reimbursement and refresher training
		2nd	Cancel
o	Use of PCard by a person other than the person whose name is embossed on the card	1st	Three (3) month suspension and refresher training
		2nd	Six (6) month suspension and refresher training
		3rd	Cancel
p	Split purchase. A split purchase is defined as one that is split into two or more transactions either by one or more Cardholders to stay	1st	Six (6) month suspension and refresher training

**CHAPTER 4
PURCHASING CARD PROCEDURES**

	within the single purchase or Cardholder limit.	2nd	Cancel
q	Unauthorized purchase. An unauthorized purchase is defined as one that does not relate to the mission of the Requesting Department or serve a public purpose.	1st	30 day suspension, credit or reimbursement.
		2nd	Three (3) month suspension, credit or reimbursement and refresher training
		3rd	Six (6) month suspension, credit or reimbursement and refresher training
		4th	Cancel
r	Used PCard to pay a Sole Source purchase.	1st	30 day suspension
		2nd	Three (3) month suspension
		3 rd	6 month suspension
		4 th	Cancel
s	Card account reported lost/stolen for the third time.		Cancel
t	Personal expenses charged in connection with lodging accommodations not settled within ten (10) working days following completion of travel (as stated in AD-09)	1st	Three (3) month suspension, credit or reimbursement and refresher training
		2nd	Six (6) month suspension, credit or reimbursement and refresher training
		3rd	Cancel
u	Any infraction subsequent to card account issued with an approved Reconsideration Request		Revoke
v	Other		Dependant on the degree of the infraction

4.11.6 Appeal

CHAPTER 4 PURCHASING CARD PROCEDURES

- (A) A written objection by a Requesting Department Director seeking an alternate resolution to the action taken by PCard Administration.
- (B) Appeals are to be submitted no later than five (5) working days from the receipt of the Infraction Report by sending a memorandum to the Director of Procurement Services with a copy to PCard Administration. The memorandum shall include all pertinent documents and information necessary to support the Requesting Department's position.
- (C) After receipt of the memorandum and supporting documentation, the Director of Procurement Services will render a final decision and notify the Requesting Department and PCard Administration.

4.11.7 Card Reconsideration Request

- (I) The Card Reconsideration Request is for a reinstatement of a PCard that has been canceled.
- (II) Process
 - (a) The Requesting Department completes a PCard Program New Request Form (see Exhibit 1, form 610) and submits along with a memorandum from the Requesting Department Director that includes all information necessary to support the request. The form and memorandum shall be e-mailed to pcardadmin@HCFLGov.net.
 - (b) The Director of Procurement Services will approve or deny the request, sign and return to PCard Administration.
 - (c) If the Card Reconsideration request is **approved**, PCard Administration will process the request.
 - (d) Cardholder will take possession of their PCard at the conclusion of PCard Training.
 - (e) If the Card Reconsideration request is **denied**, PCard Administration will forward a copy of the denial to the Requesting Department Director.
 - (f) The **decision** of the Director of Procurement Services is **final**.
 - (g) If the Card Reconsideration request is approved and a subsequent infraction occurs, the card will be revoked.

4.12 DECLARED EMERGENCY PROGRAM (PROGRAM)

4.12.0 Procedures

CHAPTER 4
PURCHASING CARD PROCEDURES

- (A) A PCard may be set up and activated only when needed under the Program. When not in use, the card account would carry a \$1.00 credit limit.
- (B) The PCard may be used in accordance with Administrative Directive #AD-23, which provides for the purchase of food items during declared emergencies.
- (C) Requesting Departments requesting activation under the Program to support a local event must provide documentation from the Hillsborough County Emergency Operations Center (EOC) and Requesting Department's Chief Financial Administrator, Chief Administrative Officer or Deputy County Administrator approval to Procurement Services.
- (D) To conform to FEMA requirements, Cardholders shall indicate on transaction documentation the purpose of the purchase and location of its use.
- (E) Any employee traveling outside Hillsborough County under a declared emergency shall submit a completed Pre-Trip Authorization and Reimbursement Request form to County Finance.
- (F) Subsequent to activation, **any** emergency Cardholder given the authority to spend in excess of \$35K (regardless of whether they purchase or not) may be required to complete a Financial Disclosure Form within 60 days after the authority end. **This is a statutory requirement.**

4.12.1 Program Activation and Deactivation

- (A) The Program will be activated after a local state of emergency is declared by the Executive Policy Group.
- (B) The Program will remain activated until such time as Procurement Services is notified by the Executive Policy Group that the declared emergency has expired.
- (C) Procurement Services will notify Requesting Department Directors and Requesting Department Coordinators to advise that the Program is being activated and deactivated.
- (D) To activate a PCard for deployment, a State Mission number obtained from Emergency Management along with a Requesting Department's Chief Financial Administrator, Chief Administrative Officer or Deputy County Administrator approval and a list of cardholder's names must be provided to Procurement Services.

CHAPTER 4
PURCHASING CARD PROCEDURES

- (E) Upon Requesting Department Director request, a cardholder's emergency profile will be extended until the current cycle end.

4.13 SALES TAXES

- (A) Purchases are not to be charged Florida Sales tax. The County's tax-exempt identification number is printed on the face of card accounts and should be sufficient information for the Vendor to honor the tax-exempt status. It is recommended that Cardholders, Monitors and Purchasers obtain a Tax Exempt form for verification.
- (B) Purchases made in other states are generally subject to that state's sales tax. Examples include supplies purchased while traveling outside Florida.
- (C) After the sale, Florida sales taxes cannot be disputed since FIA Card Services is not required to charge back sales taxes to the Vendor.

4.14 INSURANCE REQUIREMENTS FOR LEASE OR RENTAL OF EQUIPMENT

- (A) The County's self-insurance program covers physical or property damage to rented or leased equipment, damage to the property of others, and injury or death caused by the negligent or wrongful acts or omission by the County and any employee while acting within their scope of employment.
- (B) To obtain a Certificate of Insurance, contact Risk Management.

4.15 VISA LIABILITY WAIVER PROGRAM

A modified excerpt from the Visa Liability Waiver Program (Program) is:

4.15.0 Program Overview

FIA Card Services may waive Hillsborough County's liability for Waivable Charges up to \$100,000 per Visa card and be reimbursed by the Program Underwriter provided both FIA Card Services and the County have satisfied all Program obligations.

Waivable Charges shall mean charges incurred by a Cardholder or other authorized person which do not benefit the County directly or indirectly.

4.15.1 Program Exclusions

- (A) Charges incurred by the Cardholder after Notification of Termination unless FIA Card Services receives a request from the County to cancel the card account within two (2) business days of Notification of Termination. If cancellation of the card account is received by FIA Card

CHAPTER 4
PURCHASING CARD PROCEDURES

Services within two (2) business days, then coverage will be afforded fourteen (14) days from Notification of Termination, but not beyond.

- (B) Charges incurred by the Cardholder more than fourteen (14) days after Notification of Termination or billed earlier than seventy-five (75) days prior to Notification of Termination.

4.15.2 Obligations of the County

The County may request FIA Card Services waive liability for Waivable Charges only if all of the following requirements are met:

- (A) The Cardholder's employment is terminated, voluntarily or involuntarily.
- (B) The County must attempt to retrieve the Visa card from the employee.
- (C) The County must request FIA Card Services cancel the account within two (2) business days of Notification of Termination, as defined. Failure to notify within two (2) business days will exclude coverage for any charges incurred after Notification of Termination.
- (D) The County must send a completed Visa Affidavit of Waiver claim form with all required documentation to FIA Card Services within ninety (90) days of Notification of Termination. All claim documents must be filed with the Program Underwriter within one hundred eighty (180) days from Notification of Termination.
- (E) The County will remit all such amounts to FIA Card Services if the Company recovers any amounts for Waived Charges from any source after the County has filed a Visa Affidavit of Waiver claim form with FIA Card Services. The County agrees to assign any rights it may have to collect such amounts from the Cardholder to the Program Underwriter. However, the County will not be required to pay FIA Card Services any amount that exceeds the loss sustained by FIA Card Services.
- (F) Once a claim has been paid for a given person, no future claims will be considered.

**CHAPTER 4
PURCHASING CARD PROCEDURES**

EXHIBIT 1: 610 NEW REQUEST

PURCHASING CARD PROGRAM NEW REQUEST

1. New 2a. Formal Name: _____
(As listed in HRIS)

2b. Prior cardholder 2c. Reconsider Request 2d. Employee ID: _____ 2e. Phone: _____

2f. Department: _____

2g. Email: _____ @ 2h. Credit Limit: _____
(Default \$20,000)

2i. MCCG: 2j. Travel Coordinator: 2k. Fuel Procurement: If , attach completed and approved Authorization for Commercial Fuel Procurement

(describes types of purchases on Card)

2l. Emergency Cardholder: 2m. Emergency Only (Cards at \$1.00 when not in use) 2n. Emergency Limit: _____

3. Title: _____

Emp ID _____

Emp ID _____

4. Waiver of Training: I attended PCard Training and/or Travel Training on the date(s) listed below and I have a clear understanding of the PCard Program; therefore, it is not necessary for me to attend additional training prior to receiving a PCard.

PCard Training	Travel Training
Date: _____	Date: _____
Cardholder	Date: _____
Signature: _____	

5. Director or Designee (Print)	Director or Designee Signature	Date
--	---------------------------------------	-------------

TO BE COMPLETED BY PURCHASING CARD ADMINISTRATION			
Signature		Date	
Request Date:		Received Date:	
Card #:		Exp. Date:	
Training Date:			
Date Entered in Oracle:			

Reconsideration Request			
Violation History:			
Approve <input type="checkbox"/>	Deny <input type="checkbox"/>	Admin Signature: _____	Date: _____

**CHAPTER 4
PURCHASING CARD PROCEDURES**

EXHIBIT 2: 620 CHANGE REQUEST

PURCHASING CARD PROGRAM CHANGE REQUEST

1. Formal Name: _____

2. Department: _____

3. Roles:

Choose One 3a. Choose One _____

Choose One 3b. **Departmental Card Monitor** Card Name: _____

Choose One 3c. **Term Account Purchaser** Account Name: _____

Choose One 3d. **Declining Balance Account Purchaser** Account Name: _____

3e. **Add to Fuel Procurement** - Attach completed and approved Authorization for Commercial Fuel Procurement

3f. **Emergency Only** (Cards at \$1.00 when not in use) 3h. **Emergency Limit:** _____ (or updated limit)

3j. **Routine Usage:** (list cycle limit in 4j) 3j. **MCCG:**

4. Card:

4a. **Cancel** Purchasing Card _____ 4b. **Last 4 digits of Card** _____

4c. **Reason:** _____ 4d. **Card Destroyed** 4e. **No Card** - Term Account or Declining Balance

4f. **Transferred to:** _____

4g. **Change Card Formal Name** Name: _____

4h. **Reason:** _____

4i. **Replacement Card**

4j. **Reason:** _____

4k. **Change Limits**

Choose One _____ **Cycle Limit / From: _____ To: _____**
Purchase Request
(Declining Balance Account only)

To be completed by PCard Administration	
Signature: _____	
Date: _____	

4l. **Reason:** _____

5. **Director or Designee (Print)** _____ **Director or Designee Signature** _____ **Date** _____

TO BE COMPLETED BY PURCHASING CARD ADMINISTRATION			
Emp ID:			
PAMS	By: _____	Date: _____	<input type="checkbox"/> N/A
WORKS	By: _____	Date: _____	<input type="checkbox"/> N/A
Oracle	By: _____	Date: _____	<input type="checkbox"/> N/A

CHAPTER 4
PURCHASING CARD PROCEDURES

EXHIBIT 3: 625 STANDARD PURCHASING CARD AGREEMENT

HILLSBOROUGH COUNTY PURCHASING CARD PROGRAM

I AGREE TO THE FOLLOWING REGARDING THE USE OF THE HILLSBOROUGH COUNTY PURCHASING CARD ASSIGNED TO ME FOR OFFICIAL COUNTY BUSINESS ONLY.

- 1) I understand Authority is being granted under Hillsborough County Administrative Directive #AD-06 – Signature Authorization and Delegation of Authority.
- 2) I understand that I am being entrusted with a powerful and valuable tool and will be making financial commitments on behalf of Hillsborough County and will strive to obtain the best value for the County.
- 3) I understand that under no circumstances will I use the Purchasing Card to make personal purchases, either for others or myself. Willful intent to use the Purchasing Card for personal gain or unauthorized use may result in disciplinary actions up to and including termination of employment and prosecution to the extent permitted by law. Further, I will immediately reimburse the County for the full amount of the unauthorized purchase. If immediate payment is not received, I hereby authorize the County to deduct the amount of the unauthorized purchase from my paycheck via payroll deduction under a reasonable payment plan. I understand that the County shall determine in its sole discretion the reasonableness of the amount of the installment under the payment plan. Also, in the event of my separation from employment for any reason, any remaining amount owed to the County due to an unauthorized purchase shall be come immediately due and payable by me and may be deducted from my final paycheck or other money which may otherwise be due and owing to me.
- 4) I will follow the established Purchasing Card Procedures and:
 - 4.1) Administrative Directive #PI-01 for Tangible Personal Property;
 - 4.2) Administrative Directive #AD-09 for Travel on Hillsborough County business;
 - 4.3) Administrative Directive #FM-01|for Vehicle Fuel (as appropriate);
 - 4.4) Administrative Directive #IT-01 for Automation and Telecommunications;
 - 4.5) Administrative Directive #MS-12 for Receipt of Promotional Gifts/Gift Cards;
 - 4.6) Administrative Directive #AD-22 for Public Awareness, Awards & Sponsorship Activities.
- 5) I have been advised where to locate the Purchasing Card Procedures and I attended training on and understand the Purchasing Card Program. I have been given an opportunity to ask any questions to clarify my understanding of the Purchasing Card Program.
- 6) I agree to review and reconcile transactions promptly and will maintain all applicable information and receipts.
- 7) If my Purchasing Card is stolen, I will immediately report the stolen card to **local** law enforcement. If my Purchasing Card is lost or stolen, I will immediately notify Hillsborough County Purchasing Card Administrator and complete the necessary forms for Bank of America.
- 8) If I have questions or doubt regarding a purchase or Hillsborough County sales tax exemption, I will contact my department coordinator or the Department of Procurement Services before completing the transaction.

Cardholder Name (Print) / Employee ID

Procurement Services Official (Print)

Cardholder Signature

Procurement Services Signature

Department

Date

Date

**CHAPTER 4
PURCHASING CARD PROCEDURES**

EXHIBIT 4: 630 TRAVEL ADDENDUM AGREEMENT

HILLSBOROUGH COUNTY PURCHASING CARD PROGRAM

**I AGREE TO THE FOLLOWING REGARDING THE USE OF THE
HILLSBOROUGH COUNTY PURCHASING CARD ASSIGNED TO ME FOR
OFFICIAL COUNTY BUSINESS ONLY.**

TRAVEL ADDENDUM

- 1) I understand Authority is being granted under Hillsborough County Administrative Directive #AD-06 – Signature Authorization and Delegation of Authority.
- 2) I understand that I am being entrusted with a powerful and valuable tool and will be making financial commitments on behalf of Hillsborough County and will strive to obtain the best value through competitive pricing for the County.
- 3) As the Travel Coordinator for my department or an employee authorized to use a Purchasing Card to pay for travel expenses, I agree to:
 - 3.1) Follow Florida Law and Hillsborough County Administrative Directives #AD-09 (Travel on Hillsborough County Business);
 - 3.2) Ensure that Pre-trip Authorization form is completed and approved for each traveler prior to purchasing an airline ticket, making a lodging reservation or paying a conference or convention registration fee;
 - 3.3) Review and reconcile travel transactions promptly and will maintain all applicable information and receipts; and
 - 3.4) Adhere to the Purchasing Card established Procedures for using the Purchasing Card.
- 4) I attended training on _____ and understand the Purchasing Card Travel Program. I have been given an opportunity to ask any questions to clarify my understanding of the Purchasing Card Program.

Cardholder Name (Print) / Employee ID

Procurement Services Official (Print)

Cardholder Signature

Procurement Services Official Signature

Department

Date

Date

630_PCard Travel Agreement dot REV: 01/09/12

CHAPTER 4
PURCHASING CARD PROCEDURES

EXHIBIT 5: 635 CLAIMS STATEMENT OF DISPUTED ITEM

PURCHASING CARD PROGRAM
CLAIMS STATEMENT OF DISPUTED ITEM

Instructions: Your company should first make good-faith efforts to settle a claim for purchases directly with the merchant. If assistance from Bank of America is required, please complete this form, and fax or mail with required enclosures within 60 days from the billing close date to:

Bank of America – Commercial Card Services Operations
P. O. Box 53101
Phoenix, AZ 85072-3101
Phone (800) 410-6465, FAX (888) 678-6046

Company Name: _____
Account Number: _____
Cardholder Name: _____
This Charge appeared on my statement, billing close date: _____
Transaction Date: _____
Reference Number: _____
Merchant Name/Location: _____
Posted Amount: _____ Disputed Amount: _____

(Cardholder Signature) (Authorized Participant Signature) (Date) (Phone Number)

Please Check Only One

1. **Unauthorized Transaction:** I did not authorize, nor did I authorize anyone else to engage in this transaction. No goods or services represented by the above charge were received by me or anyone I authorized. My Bank of America card was in my possession at the time of the transaction.
2. **Charge Amount Does Not Agree With Order Authorizing the Charge:** The amount entered on the sales slip was increased from \$ _____ to \$ _____. I have enclosed a copy of the unaltered sales slip.
3. **Merchandise or Services Not Received:** I have not received the merchandise or services represented by the above transaction. The expected date of delivery of services was _____. (Please describe your efforts to resolve this matter with the merchant, the date(s) you contacted them and their response.)
4. **Defective or Wrong Merchandise:** I returned the merchandise on _____ because it was (check one):
_____ defective; _____ wrong size; _____ wrong color; _____ wrong quantity.
(Please describe your efforts to resolve this matter with the merchant, the date(s) you contacted them, their response and proof of the return of merchandise. Please provide a detailed description of the wrong or defective nature of the merchandise.)
5. **Recurring Charges After Cancellation:** On _____ (date), I notified the merchant to cancel the monthly/yearly agreement. Since then my Bank of America account has been charged _____ time(s). (Please enclose a copy of the merchant's confirmation of your cancellation request.)
6. **Recurring Charges Already Paid by Other Means:** I already paid for the goods and/or services represented by the above charge by means other than my Bank of America Commercial Card. (Please provide a copy of the front and back on the cancelled check, money order, cash receipt, credit card statement, or other documentation as proof of purchase/payment. Describe your efforts to resolve this matter directly with the merchant, the date(s) you contacted them, and their response.)
7. **Credit Appears as a Charge:** The enclosed Credit Voucher appeared as a charge on my Bank of America Commercial Card account.
8. **Credit From Merchant Not Received:** I did not receive credit for the enclosed Credit Voucher within 30 calendar days from the date it was issued to me by the merchant shown above. (Please describe your efforts to resolve this matter with the merchant, the date(s) you contacted them and their response. Provide a detailed statement explaining your reason(s) for disputing this charge.)
9. **Hotel Reservation Cancelled:** I made a reservation with the above hotel which I later cancelled on _____ (date) at _____ (time). I received a cancellation number which is _____. (Please describe how the reservation was cancelled, proof of cancellation and attempts to resolve this issue with the merchant.
_____ I was not given a cancellation number.
_____ I was not told at the time that I made the reservation that my account would be charged for a "No Show".
_____ I was not informed of the cancellation policy.)
10. **Double or Multiple Charges:** My Bank of America Commercial Card Account has been double charged. The valid charge appeared on _____ (date). The duplicate charge(s) appeared on _____.
11. **Do Not Recall the Transaction:** The statement has an inadequate description of the charge. Please supply supporting documentation.
12. **Other; Above Descriptions Do Not Apply:** Please attach a detailed letter explaining the reason for your dispute and your attempts to resolve this issue with the merchant.

**CHAPTER 4
PURCHASING CARD PROCEDURES**

EXHIBIT 6: 670 TEMPORARY TRAVEL ENHANCEMENT FORM

**PURCHASING CARD PROGRAM
TEMPORARY TRAVEL ENHANCEMENT FORM**

Cardholder Name: _____

Department: _____

Trip Begin Date: _____

Trip End Date: _____

- Enhancement Requested:
(Please Check)
- Add Hotel Privilege
 - Add Fuel Privilege
 - Add Baggage Privilege
 - Add Shuttle, Car Rental and/or Taxi Privilege
 - Add Parking Privilege

Increase Single Transaction Limit to \$ _____

Travel Coordinator: _____
Printed Name Date

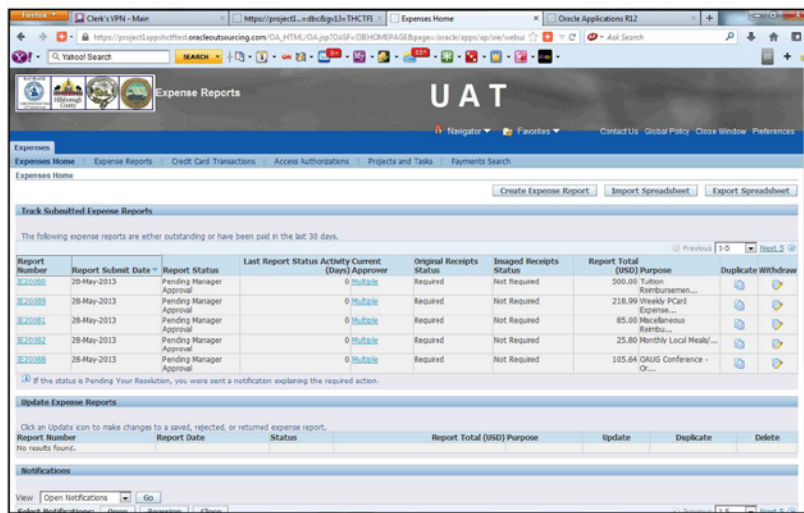
**APPROVED PRE-TRAVEL AUTHORIZATION FORM MUST BE
ATTACHED WITH THIS FORM AND eMAILED TO
pcardadmin@hillsboroughcountv.org**

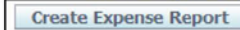

TO BE COMPLETED BY PURCHASING CARD ADMINISTRATION		
WORKS Profile Enhanced	By: _____	Date: _____

CHAPTER 4 PURCHASING CARD PROCEDURES

EXHIBIT 7: RECONCILIATION PROCESS






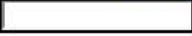






Create a PCard Expense Report






Step	Action
1.	Click the Create Expense Report button.  Note: the template defaults to BOCC PCard Transactions
2.	Click in the Purpose field. <input type="text"/>
3.	Enter the desired information into the field. Example " PCARD WEEK ENDING MM/DD/YY ".
4.	Check the Cost Center.
5.	<i>Optional:</i> If you need to change, type it in or click on the Popsicle at the end of the Center field. Click in the Search By field and enter a few digits for the center. Click the Go button. Click the Quick Select icon of the center.
6.	Click the Next button. 
7.	Click the Select box for all applicable transactions. <input type="checkbox"/>

607_Expense PCard.doc

CHAPTER 4 PURCHASING CARD PROCEDURES

Step	Action
8.	Click the Next button. 
9.	Click the Arrow button to the right of the Expense Type field. 
10.	Click Animal/Kennel Supplies from the list.  Repeat for all transactions.
11.	Click the Details button for the first transaction to be allocated. 
12.	Enter the desired information into the Justification field.
13.	Under Additional Information Click in the Invoice/Receipt Num field. 
14.	Enter the desired information into the Invoice/Receipt Num field.
15.	Click in the Tracking Field field. Note: this is for any work order number. 
16.	Enter the desired information into the Tracking Field.
17.	Click in the Commodity Code field. (If applicable) 
18.	Enter the desired information into the field.
19.	If Allocating more than one transaction click the Next button and repeat steps 12-17 otherwise go to step 20. 
20.	Click the Return button. 
21.	Click the Next button. 
22.	Click the Next button. 
23.	If the line is Project related enter a Project, Task and Award number.
24.	Click the Account Allocations tab link. 
25.	Update any single line account codes.
26.	Select a transaction that requires allocation to multiple account codes. If not needed, go to step 30.
27.	Click Update Allocations .

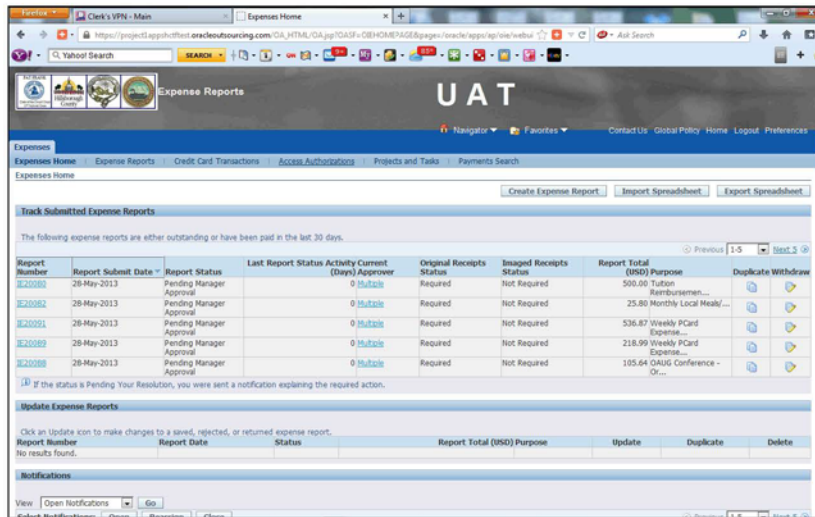
CHAPTER 4 PURCHASING CARD PROCEDURES




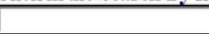


Step	Action
28.	Choose Amount Split, Equal Split or Percentage Split then update account strings for each line.
29.	Click the Apply button. Repeat for other transactions that require multiple account allocations.
30.	Click the Next button. 
31.	Click the Submit button. 
32.	Note your Expense Report Number in the top left corner.
33.	Click in the Return field. 
34.	End of Procedure.

CHAPTER 4 PURCHASING CARD PROCEDURES

Define Access Authorization



This allows an employee to designate someone else to process expense reports on their behalf. **Do not designate a family member or individuals set up to approve.**



Step	Action
1.	Click the Access Authorizations tab link. 
2.	Click the Add Another Row field. 
3.	Click the Search for Name button. 
4.	Click in the Search By field. 
5.	Enter the desired information into the Search Term field. Enter the last name of the person. Do not designate a family member.
6.	Click the Go button. 
7.	Click the Quick Select button. 

607_Expense PCard.doc

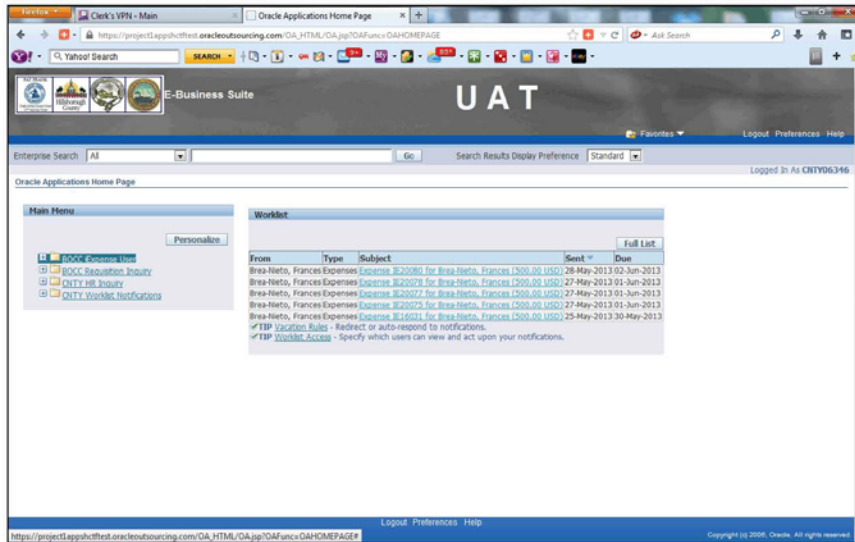
CHAPTER 4 PURCHASING CARD PROCEDURES


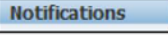



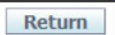
Step	Action
8.	Click the Save button. 
9.	Click the Home link. 
10.	End of Procedure.

CHAPTER 4 PURCHASING CARD PROCEDURES

Expense Report Approval Process

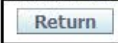

Approve / Reject Employee Expense Report or Request Additional Information




Step	Action
1.	Click the BOCC iExpense User link. 
2.	Scroll down the Expenses Home page to the Notifications section. 
3.	Click the Expense IE12345 notification link. Example: 
4.	Click the Expense Report Details link at the bottom of the page. 
5.	Click the Details button (right side of screen) to audit Justification and Additional Information. 
6.	Click the Return button. 

607_IExpense PCard.doc



CHAPTER 4 PURCHASING CARD PROCEDURES

Step	Action
7.	Click on the Expense Allocations tab to audit Project and Account Allocations. Click in the radio button of each to view the data.
8.	Click the Return button. 
9.	Scroll to the bottom of the page and add approver initials in the Note box.
10.	Click the Approve button. 
11.	End of Procedure.

Reject Expense Report:

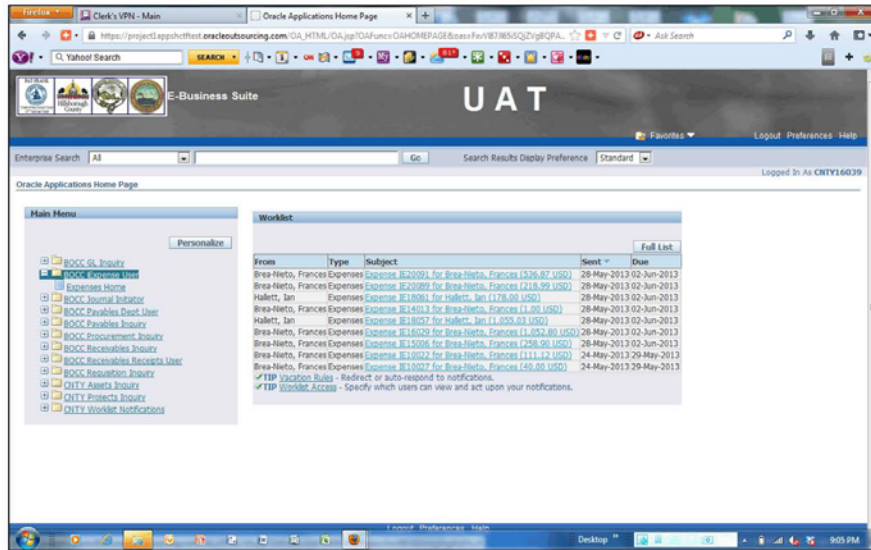
1.	Enter reason in the Note box.
2.	Click the Reject button. 
3.	End of Procedure.



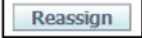



Request additional information:

1.	Click the Request Information button. 
2.	Click in the Information Requested box and enter the desired information to advise the employee of your request.
3.	Click the Submit button. 
4.	End of Procedure.

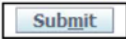
CHAPTER 4 PURCHASING CARD PROCEDURES

Approver to Reassign an Employee Expense Report



Step	Action
1.	Click the BOCC iExpense User link. 
2.	Scroll down the Expenses Home page to the Notifications section. Click the Expense IE12345 notification link. Example: 
3.	Click the Reassign button. 
4.	Click the Search button.  Enter the last name of desired person into the Name field. Wait patiently and the system will return a list of employee names. 
5.	Click the Quick Select button for the appropriate name from the displayed list. 
6.	Click on the radio button to “Delegate your response”

CHAPTER 4 PURCHASING CARD PROCEDURES

Step	Action
7.	Click in the Comments box. Enter the desired information into the Note field to advise the employee of your intentions for the reassignment.
8.	Click the Submit button. 
9.	End of Procedure.

CHAPTER 4
PURCHASING CARD PROCEDURES

EXHIBIT 8: GLOSSARY

Access Authorization Role

A person designated to process another's Expense Report.

Cardholder

A person issued a purchasing card to make purchases.

Cycle

The first day of the month to the last day of the month.

Cycle End

The last day of the month.

Cycle Limit

The maximum amount that can be charged to an individual card during the cycle dependent upon a cardholder's limit. Generally, a cardholder's limit will be \$20,000.

Declining Balance Account

An account in which no physical card is received. The account is set up with a maximum amount that is to be used for a specific purpose and time period.

Department Coordinator

An employee appointed by the Department Director who is the liaison with Procurement and assists with reconciliation.

Departmental Card

A card requested in the name of a department, i.e. Fire Rescue or Motor Pool.

Departmental Card Monitor

An employee who is responsible for securing and monitoring a Departmental Card.

Emergency Purchase

A purchase made during the time a local state of emergency is declared.

Frequent Purchase

Using a card at least once in a three-month period.

MCC - Merchant Category Code

A code assigned to a merchant by VISA, which identifies the primary commodities or services provided by the merchant.

CHAPTER 4 PURCHASING CARD PROCEDURES

MCCG - Merchant Category Code Group

A grouping of merchants by Merchants Category Code which provide similar services.

Notification

An email received by appropriate users when a transaction has posted into an Oracle queue that requires action.

Payment Due Date

Generally the fourteen (14th) of every month. If the 14th falls on a weekend or holiday, the payment due date is the previous working day.

Posted Transaction

A transaction (debit or credit) that has been processed through VISA and FIA Card Services. Usually reflected in WORKS twenty-four (24) hours after the transaction date.

Single Transaction Limit

Currently set at \$10,000 (unless otherwise approved).

SKU (Stock Keeping Unit)

A number used by Vendors to identify a product.

State Mission Number

A number provided to local Emergency Operation Centers (EOC) by the State EOC to track and manage the requests for assistance between government agencies.

Statement Date

The last date of each month.

Term Account

An account in which no physical card is received. The account is set up for a specific vendor or for a specific commodity or service.

CHAPTER 5

PROTEST PROCESS AND PROCEDURES AND CONE OF SILENCE / ORDINANCE 13-24

5.0 INTRODUCTION

Hillsborough County seeks to provide all Bidders with a fair process to resolve disputes between the Bidder and the County. This process places certain responsibilities upon the Bidder and the County and is intended to result in an administrative resolution to problems which is consistent with the County's Procurement Policy and Procedures, Hillsborough County Ordinance No. 13-24, the principles of sound public purchasing, and the best interests of Hillsborough County.

5.1 DEFINITIONS

A Protest is the timely written objection of a person or company with standing seeking remedial action based upon a recommendation or other action taken by the County with regard to procurement solicitations issued by the County.

5.2 PROTEST PROCEDURES FOR BIDS/PROPOSALS AT OR ABOVE THE FORMAL BID LIMIT OF \$50,000 AND SOLE SOURCE PROCUREMENTS

A. Right to Protest

- (I) The following persons and/or entities shall have the right to file and/or intervene in a protest related to procurement solicitations issued by the County for contracts at or over the formal Bid Limit (\$50,000) or Sole Source procurements:
 - (a) any prospective or actual Bidder who has a grievance associated with a procurement solicitation issued by a County Department; and
 - (b) any actual Bidder who has a grievance associated with an intent to award or an award notice issued by a County Department related to said Department's issuance of a procurement solicitation or for Sole Source procurements on which the Bidder has submitted at timely offer/response.
 - (c) any party, other than the protesting party and the County, which will be directly affected by the resolution of the protest and who has legal standing under Florida law, shall have the right to intervene in the protest proceedings of an active protest (i.e., a protest that has not been resolved).

CHAPTER 5
PROTEST PROCEDURES

B. Protest Procedures

All protests related to procurement solicitations issued by the County that are at or above the formal Bid Limit as well as protests related to Sole Source procurements shall be governed by Hillsborough County Ordinance No.13-24, ([see Appendix CC, Ordinance 13-24, Protest Process and Procedures](#)). **There shall be no exceptions.** Refer to Hillsborough County Ordinance No.13-24, [see Appendix CC, Ordinance 13-24, Protest Process and Procedures](#) for the detailed rules and procedures for filing a protest and/or intervening in a protest.

5.3 PROCEDURES FOR INFORMAL BIDS/PROPOSALS

Protests regarding purchases under the Bid Limit will be handled by the Director of Procurement Services with a final appeal to the County Administration.

5.4 CONE OF SILENCE

[See Appendix CC – Ordinance 13-24, Section 14 Cone of Silence](#) and Clarifications Regarding the Cone of Silence (see Chapter 10, Section 10.4(D)).

CHAPTER 6

CONTRACT ADMINISTRATION

6.0 INTRODUCTION

“Contract Administration” is a broad term that refers to the entire process from the development of the initial Specifications through completion of the project. This chapter serves to guide the employee managing the contract.

6.1 DEFINITIONS

6.1.0 **Contracts**

A contract is an offer and acceptance to do something or refrain from doing something. A contract represents an agreed upon legal obligation by each party to the contract, plus some additional obligations imposed by law. The mutual promises exchanged by the parties to a contract represent the consideration, which entitles each party to rely on the promise of the other. Various legal requirements must be satisfied in order to create a legally binding contract. The parties must have the legal capacity to enter into a contract. The parties must mutually agree to the terms of the contract.

6.1.1 **Hillsborough County Contracts**

Once the decision is made to accept a quote or a Bid/Proposal Submittal, a contract is formed. The decision to accept a quote or a Bid/Proposal Submittal is often called an “Award” and must be made by the proper approving authority as detailed in Chapter 3. This Award is documented by one of the following:

- (A) A “Purchase Order” is a contract and requires administration. The Purchase Order includes all terms and conditions contained in the Purchase Order (with standard terms and conditions on the back of the Purchase Order) and any applicable Bid/Proposal. However, a Purchase Order does not require all of the formalities in terms of review and execution that are outlined below for formal written agreements (“Agreements”).
- (B) A formal written bilateral contract, an “Agreement,” normally will be required for services awards (including construction awards) exceeding the Administrative Award limit or when deemed necessary by the Requesting Department, Procurement Services or County Attorney’s Office based on the complexity of the commodity or service. The Agreement should incorporate all terms and conditions contained in the Bid/Proposal. Only the Board has the authority to enter into an Agreement for the County. No other County employee may sign an Agreement for the County regardless of the dollar value of the Agreement.

CHAPTER 6
CONTRACT ADMINISTRATION

- (C) All contracts must conform with Board Policy 03.02.07.00 ([see Appendix M, Board Policy 03.02.07.00 Minimum Contract Provisions](#)).

6.1.2 Changes to Existing Contracts

Any change to the contract resulting from an Award is documented formally in Oracle EBS as a Change Order although the process for making the change may have a different name as demonstrated below:

- (A) Changes to Purchase Orders
 - (I) Changes to Purchase Orders are made via “Change Orders.”
 - (II) A “Unilateral Change Order” as used on Purchasing Agenda Items refers to the standard clause in Bids/Proposals that allows the County through the Director of Procurement Services to increase the Purchase Order by up to \$50,000.
 - (III) See Section 6.6.
- (B) Changes to Agreements
 - (I) A “Unilateral Change Order” as used on Purchasing Agenda Items refers to the standard clause in Agreements that allows the County through the Director of Procurement Services to increase the Purchase Order by up to \$50,000.
 - (II) Other changes to Agreements must be made by a document executed by both the County and the Contractor (bilateral) which is called a “Modification” (or “change order” in construction documents). Except as noted below for Allowance Authorization Releases (AARs) and in Board Policy 03.05.01.00 ([see Appendix V, Board Policy 03.05.01.00 Change Orders \(Construction/CCNA\)](#)), Modifications must be signed by the Board Chair (see Section 6.6).
 - (III) “Allowance Authorization Release” or “AAR” is a modification to a Construction Agreement. The Board has delegated the authorization and execution of AARs to the County Administrator (see Section 6.6.2).

6.1.3 Contractor

A “Contractor” is a Bidder that has received an award from the County. For continuity purposes, in other chapters of this Manual, the term “Bidder” may be used for the person or company throughout the process even though the Bidder technically became a Contractor.

6.2 INITIATION OF PROCUREMENT PROCESS

6.2.0 Requesting Department/Contract Manager/Project Manager’s Responsibilities

CHAPTER 6
CONTRACT ADMINISTRATION

- (A) The Requesting Department initiates the contractual process when it begins the procurement process.
- (B) The Requesting Department should appoint the Contract Manager or Project Manager at the beginning of this process to ensure proper administration of the acquisition and compliance with this chapter.
- (C) The Requesting Department prepares the Specifications (see Section 3.3.0) and RQ and determines in conjunction with Procurement Services whether an Agreement is needed based on the size or complexity of the commodity or service.
 - (I) If an Agreement is needed, the Requesting Department with the assistance of Procurement Services and the County Attorney's Office will determine whether the standard Agreement for various commodities and services is sufficient. If so, Procurement Services will add the standard Agreement to the Bid/Proposal.
 - (II) If special provisions are required, the Requesting Department and its Assistant County Attorney will prepare the special provisions and forward them to Procurement Services for review and inclusion in the Bid/Proposal.
- (D) The Requesting Department may not have contact with Bidders during the Procurement Process. Bidders that contact the Requesting Department should be referred to Procurement Services.

6.2.1 Role of County Attorney's Office

The County Attorney's Office reviews all Agreements to ensure legal sufficiency with respect to form and compliance with applicable laws.

6.3 NOTICE OF AWARD

6.3.0 Awards Requiring Agreements

- (A) If the Bid/Proposal document requires that an Agreement be executed and/or additional documents be submitted after award (i.e., a certificate of insurance and/or performance/payment bonds), Procurement Services will send out a Notice of Award to the successful Bidder.
- (B) At that time, Procurement Services will notify the Bidder of the procedures for proper execution of contract documents:
 - (I) The Bidder must sign the Agreement prior to the County signing the document.
 - (II) The signer may be required to provide proof of his or her authority to bind the Bidder.

CHAPTER 6
CONTRACT ADMINISTRATION

- (III) The Bidder shall not fill in the dates on the first page of the County's Agreement. These dates are to be entered by either Board Records or Procurement Services referencing the date the Board awards the contract.
- (C) The Bidder is required to submit the documents to Procurement Services within the timeframe identified in the Bid/Proposal, normally ten (10) calendar days after receipt of the Notice of Award.
- (D) Procurement Services will review the submitted documents in coordination with the County Attorney's Office, Risk Management Division, and others as applicable.
- (E) Procurement Services will authorize issuance of the Notice to Proceed by the Project Manager (who will issue a Notice to Proceed to the Bidder) or Procurement Services will issue the Notice to Proceed in coordination with the Requesting Department.
- (F) Procurement Services will forward the Agreement to BOCC Records for execution by the Chair and distribution of copies.
- (G) Procurement Services will issue a BPA or CPA to the Bidder.
- (H) If an Acknowledgment of Order is required by the Bid/Proposal, Procurement Services will obtain the Bidder's Acknowledgment.

6.3.1 When no Agreement is required

- (A) If the Bid/Proposal document does not require that additional documents be submitted after award, Procurement Services will issue a BPA or CPA to the Bidder following the award.
- (B) If an Acknowledgment of Order is required by the Bid/Proposal, Procurement Services will obtain the Bidder's Acknowledgment.

6.4 RECEIPT AND PAYMENT PROCESS FOR COMMODITIES AND SERVICES

6.4.0 Requesting Department's Responsibilities

The Requesting Department is responsible for determining that the items received are in accordance with the Purchase Order and/or Agreement, if applicable.

- (A) Delivery and Inspection
 - (I) When an order is delivered, the Requesting Department should check the delivery slip to verify delivery address, Purchase Order number and quantities delivered against the Purchase Order.

CHAPTER 6
CONTRACT ADMINISTRATION

- (II) The Requesting Department should open and inspect the order. If there are damaged items, the Requesting Department should notify the Bidder and refuse the damaged items.
 - (III) If all information is correct on the delivery slip, and all items received appear to be undamaged, the Requesting Department may sign the delivery slip and accept the order. If there is a discrepancy on the delivery slip or items being delivered, the Requesting Department may refuse the order.
 - (IV) When signing for receipt of commodities or services, always be sure that the invoice, delivery receipt, service request, etc., lists only those commodities or services received.
 - (V) Never sign a blank invoice, delivery receipt, or service request. If blank spaces appear on the invoice, Requesting Department should line through or X-out those areas before signing.
 - (VI) The Requesting Department must retain a copy of any documents signed.
 - (VII) After accepting delivery of the order, inspect all items carefully. If there are any missing or damaged items, contact the Bidder immediately. If the Bidder does not satisfactorily complete the order (shipment of missing items, replacement of defective items, etc.), contact Procurement Services for assistance with the resolution.
- (B) Payment Process
- (I) Payment must be made in accordance with the Purchase Order and/or Agreement.
 - (II) To ensure payment will be made in accordance with the Prompt Payment Act (see Chapter 218.70 Florida Statutes), the Requesting Department will initiate an Oracle EBS receipt immediately upon receiving the goods and services. The invoice should be submitted to County Finance through OnBase after review and any necessary corrective actions by the Bidder or Procurement Services to ensure a proper 3-way match.
 - (III) **DO NOT AUTHORIZE PAYMENT ON ANY ITEMS UNTIL YOU HAVE RECEIVED THOSE ITEMS AND DETERMINED THAT THEY MEET THE REQUIREMENTS OF THE PURCHASE ORDER.**
 - (IV) Services received must also be verified to ensure that performance is completed and in the manner specified in the order.
 - (V) Forward any additional documentation to County Finance in the method requested. The Requesting Department should keep a copy of the invoice, packing slip, etc. for a limited time period as determined by management. Paper documents submitted to County

CHAPTER 6
CONTRACT ADMINISTRATION

Finance are sent for destruction 30 days after converting to electronic images. OnBase is the official County repository for financial records.

(C) Back Orders and Partial Payment

- (I) A back order occurs when the Bidder is unable to ship a complete order and ships a portion of the order, with the remaining items to be shipped at a later date.
- (II) Upon receiving a delivery with back ordered items, the Requesting Department should authorize payment for only those items received. This is done by completing an RC only for those items received.
- (III) Do not wait on the remainder of the order prior to processing a RC. If commodities or services have been received, payment must be made unless the Purchase Order and/or Agreement specifically requires complete delivery prior to payment.

(D) Payment for Services and Construction

Payment for services and construction under Agreements may be unique. Review the specific instructions for payment in the Bid/Proposal and Agreement.

(E) Follow-up Process

- (I) The procurement process is not complete until satisfactory delivery of all commodities and services has been made.
- (II) The Requesting Departments should keep track of all outstanding Purchase Orders and Agreements to ensure proper receipt of commodities and services.
- (III) The Requesting Department should advise Procurement Services of any situation where Bidders are not performing according to the Purchase Order and/or Agreement.
- (IV) The Requesting Department should cancel obsolete Purchase Orders and balances at least semi-annually.

6.5 EXPEDITING PROCESS

- (A) If the Requesting Department requires a delivery time earlier than the previously agreed upon delivery time, the Requesting Department should document its request in writing to Procurement Services.
- (B) Procurement Services will contact the Bidder and determine if the Bidder is able to accommodate the request and what, if any, additional costs may be associated with the change in delivery schedule.

CHAPTER 6
CONTRACT ADMINISTRATION

- (C) If mutually agreeable to the Requesting Department and the Bidder, Procurement Services will issue a change order to the Bidder, in accordance with the change order procedures, authorizing the Bidder to make the earlier delivery and providing for any additional cost.

6.6 CHANGES TO AWARDS

6.6.0 Changes to Purchase Orders

- (A) Authorization Levels

Change orders exceeding the authority of the initial approver require approval from the appropriate levels.

- (I) The Director of Procurement Services has the authority to approve changes, the cumulative total of which shall not exceed \$50,000.
- (II) The County Administration has the authority to approve changes, the cumulative total of which shall not exceed \$250,000.
- (III) The Board must approve changes exceeding \$250,000, unless otherwise delegated.

For example, if a Requesting Department sought to increase an award from \$85,000 to \$385,000, the change order would have to be placed on the agenda for Board approval by Procurement Services because the cumulative total exceeds the \$250,000 authority of the County Administrator.

- (B) Changes to BPA/CPA Release Purchase Orders:

- (I) If a change is needed to a Release Purchase Order, the Requesting Department initiates a change in Oracle EBS on the Requisition.
- (II) If the Release PO is for a Work Order, the Work Order Number and Revision Number need to be included in the Release Purchase Order.
- (III) These documents are routed through Procurement Services for approval and distribution.

- (C) Changes to Standard Purchase Orders and BPAs/CPAs Issued by Procurement Services:

- (I) If a change to a Purchase Order or BPA/CPA becomes necessary, the Requesting Department must advise Procurement Services in writing of the circumstances requiring a change and provide supporting documentation, approved by the appropriate level of authority within the Requesting Department.
- (II) Upon a satisfactory review for consistency with contract terms, competitive procurement requirements and any other relevant

CHAPTER 6
CONTRACT ADMINISTRATION

issues, Procurement Services obtains approval from the proper approving authority.

- (III) Procurement Services processes the appropriate Oracle EBS change.
- (IV) Procurement Services distributes a copy of the changed Purchase Order or BPA/CPA to the Bidder.

6.6.1 Changes to Agreements - Modifications

- (A) If a change must be made to an Agreement, the Requesting Department must advise Procurement Services of the circumstances requiring the change.
- (B) Any change to an Agreement must be done by a Modification.
- (C) All modifications shall be approved by the Board prior to issuing authorization to the Bidder to perform the modification.
- (D) In emergency circumstances, exceptions to this requirement may be approved by the Director of Procurement Services and the County Administrator and should be approved in advance of issuing authorization to the Bidder.
- (E) Upon review for consistency with contract terms, competitive procurement requirements and any other relevant issues, Procurement Services will assist the Requesting Department with processing the modification for placement on the Requesting Department's section of the Board's agenda.
- (F) The modification must be approved by the Requesting Department's Director, County Attorney's Office and Procurement Services prior to obtaining the Bidder's signature ([see Appendix N, AD-04 Agenda Process](#)).
- (G) The Bidder must execute the Modification prior to submission to the BOCC.
- (H) The Requesting Department is responsible for preparing the agenda item for Board approval ([see Appendix N, AD-04 Agenda Process](#)).
- (I) Once the Modification is approved, Procurement Services processes the appropriate Oracle EBS change.
- (J) Procurement Services distributes a copy of the changed Purchase Order or BPA/CPA to the Bidder. Distribution of the executed Modification is coordinated between the Requesting Department and Board Records.

CHAPTER 6
CONTRACT ADMINISTRATION

6.6.2 Changes to Construction Contracts through Allowance Authorization Releases (AAR's) ([see Appendix O, Resolution No. R90-0134 and R93-0096 Allowance Work](#))

(A) Purpose

- (I) The County includes allowance provisions in construction Agreements to handle unforeseeable minor changes that may be needed during the course of a project.
- (II) The County Administrator shall have the authority to approve AAR's not exceeding \$200,000 or 10% of the total dollar value of the Agreement, whichever is less, for the performance of allowance work.
- (III) The County Administrator shall have the authority to approve AAR's not exceeding a total time allowance of sixty (60) days or twenty percent (20%) of the time specified in the Agreement for final completion of the project, whichever is less, for performance of allowance work.
- (IV) Any proposed allowance work that will exceed the established dollar or time limits must have prior Board approval.

(B) Procedures

- (I) All allowance work shall be performed in full compliance with all requirements of the Agreement.
- (II) The County Administrator may delegate the administration of the allowance work provision to the Requesting Department Directors.
- (III) The County determines the need to perform certain types of allowance work and requests a proposal from the Bidder.
- (IV) The Bidder must submit a detailed proposal outlining the work to be performed, time schedule and pricing within five (5) working days, unless otherwise extended by the Requesting Department.
- (V) The Bidder shall prepare its price for the proposed allowance work in accordance with the pricing procedures established for change orders within the Agreement.
- (VI) The Bidder should be entitled to sufficient time to perform the allowance work but only for the number of days approved by the County.
- (VII) The County may adjust any Agreement milestone dates affected by the allocation of time for allowance work.
- (VIII) The County must pre-approve all charges and time for allowance work in writing, in the form of an AAR.

CHAPTER 6
CONTRACT ADMINISTRATION

- (IX) The AAR shall describe in detail the allowance work to be performed, the price and time, if any, allocated for the work.
- (X) The Requesting Department Director must sign the AAR.
- (XI) The Bidder shall not be authorized to perform any allowance work without an approved AAR.
- (XII) If the County and the Bidder agree on the price for proposed allowance work but cannot agree on the amount of time for such work, or vice-versa, then the item agreed upon shall be stated in the AAR, with the remaining issue to be addressed by further negotiations in the change order process.
- (XIII) The allowance work remaining at project completion shall be deducted from the Agreement price and time by an approved change order.

6.6.3 Changes to Price

(A) Escalation/De-escalation Clauses Procedures – INCREASING PRICE

- (I) If the Agreement contains an Escalation/De-escalation clause and the Bidder desires to request an increase pursuant to that clause, the Bidder shall submit, no later than ninety (90) days prior to the escalation date stated in the Agreement, the inflationary factor and background data listed below to the County’s Project Manager:
 - (a) “CPI” – The Consumer Price Index for the South Urban Region, All item – All Urban Wage Earners and Clerical Workers, published by the United States Department of labor, Department of Labor Statistics.
 - (b) “CPI1” – The Published CPI for the month ending sixty (60) days prior to the date notice is required for the previous year.
 - (c) “CPI2” – The published CPI for the month ending sixty (60) days prior to the date notice is required for the year in which the contract is being adjusted.

- (II) The County’s Project Manager will calculate the inflation price adjustment with the following formula:

$$\text{NEW Fee} = \left[.75 \left(\frac{\text{CPI2} - \text{CPI1}}{\text{CPI1}} \right) + 1 \right] \times \text{Current Fee}$$

- (III) Other government consumer price indexes and producer price indexes may be in agreements using the above formula.
- (IV) In no event shall the escalation exceed six (6%) percent in any year.

(B) Escalation/De-escalation Clauses Procedures –DECREASING PRICE

CHAPTER 6
CONTRACT ADMINISTRATION

- (I) If the Agreement contains an Escalation/De-escalation clause and the County desires to decrease the fee, the County may decrease the contract in accordance with the escalation/de-escalation clause formula stated above on the escalation date as established in the Agreement.
- (II) The County shall notify the Contractor in writing of any such de-escalation.
- (III) In no event shall the de-escalation exceed six (6%) percent in any year.

6.6.4 Changes of the Bidder

- (A) The County is not obligated to honor the assignment or sale of its contract unless prior approval of the County is obtained.
- (B) Occasionally the Bidder seeks to transfer its obligations under its Bid/Proposal Submittal or its contract when it plans to merge with another entity, change its business status, or sell its assets to another party.
- (C) Procurement Services and the Requesting Department will evaluate the proposed bidder to determine whether the proposed bidder would be deemed responsible. Review by the Debt Financial Analysis Manager can be obtained if deemed necessary.
- (D) If Procurement Services and the Requesting Department deem the proposed contractor to be responsible, Procurement Services and the County Attorney's Office prepare the proper agreement to document the transfer of the Bid/Proposal Submittal or its contract, generally either a Novation or an Assignment.
- (E) The Novation or Assignment is signed by the original Bidder or Contractor as well as the new party.
- (F) The County Administrator is authorized to execute Novation Agreements in the approved form when the annual expenditures do not exceed \$300,000. All other Novation Agreements require approval by the Board ([see Appendix P, Resolution R01-061 Novation Agreements](#)).

6.7 PERFORMANCE MONITORING

6.7.0 Contract Manager/Project Manager's Responsibility

The Contract Manager/Project Manager will:

- (A) Monitor the Purchase Order or Agreement to ensure that the Bidder complies with the terms and conditions of the Bid/Proposal, Purchase Order or Agreement;

CHAPTER 6
CONTRACT ADMINISTRATION

- (B) Ensure that any proposed modification or change order is market and price competitive and does not materially change the original scope of work;
- (C) On CCNA project(s), complete CAPES evaluations on time (online);
- (D) Report any Bidder performance deficiencies to Procurement Services; and,
- (E) In case of a default or breach, take appropriate action in coordination with Procurement Services and the County Attorney's Office, including written notification to Bidder of the default or breach, evaluation of possible curative action on the part of the Bidder, action to be taken regarding seeking payment or performance through the bonding company if the project is bonded, and debarment of Bidder.

6.7.1 Procurement Services

Upon request, Procurement Services will assist the Requesting Department to:

- (A) Ensure that the County obtains the needed commodities or services on time and the Contractor receives proper compensation;
- (B) Avoid issuance of unnecessary or excessively priced change orders or modifications;
- (C) Resolve disputes with the Bidder;
- (D) Conduct an investigation of Bidder performance;
- (E) Document any resolutions or lack thereof; and,
- (F) Initiate debarment proceedings against Bidder if necessary.

6.7.2 Rating of Professional Firms – Consultant Automated Performance Evaluation System (CAPES)

- (A) CAPES is established to track the performance of each Professional Firm and provide an average rating of their work.
- (B) The CAPES process begins after award of Agreements and implementation of the project.
- (C) The Requesting Department evaluates the Professional Firm's quality of work throughout the term of the CCNA Agreement using CAPES.

6.8 WORK ORDER CONTRACTS

It is important for Departments to have standard procedures for the development, issuance and management of Work Order Contracts and the resulting Work Orders.

CHAPTER 6
CONTRACT ADMINISTRATION

6.9 RENEWALS

- (A) In order to renew a contract, the Requesting Department must provide the following information to Procurement Services at least 45 calendar days prior to expiration of the contract ([see Appendix Q, Expiration Notice](#)):
 - (I) A statement as to whether the Contractor's performance has been satisfactory;
 - (II) A statement that the current pricing has been reviewed to determine whether it remains fair and reasonable and with documentation to support the conclusion;
 - (III) Verification that the insurance is current as coordinated with the Risk Management;
 - (IV) Verification that all applicable licenses including occupational licenses are current;
 - (V) Memorandum from Economic Development approving the renewal (construction projects only); and
 - (VI) A Requisition is not required for a renewal of a contract to create a BPA/CPA.
- (B) If the Requesting Department does not recommend renewal, the Department should contact its Procurement Analyst to schedule a planning meeting and indicate the reasons for this request by separate memorandum.

6.10 CANCELLATION OR TERMINATION OF PURCHASE ORDERS AND AGREEMENTS

6.10.0 Cancellation of Release Purchase Orders

When a Requesting Department determines that a Release Purchase Order needs to be cancelled, the Requesting Department shall initiate a Document Cancellation and notify the Bidder of the cancellation.

6.10.1 Cancellation of Purchase Orders

- (A) When a Requesting Department determines that a purchase needs to be cancelled, it must notify Procurement Services in writing.
- (B) Procurement Services will notify the Bidder of the cancellation for all Purchase Orders issued by Procurement Services.

6.10.2 Cancellation of Solicitation

When a Requesting Department determines the need to cancel a solicitation, it is required to contact Procurement Services.

CHAPTER 6
CONTRACT ADMINISTRATION

6.10.3 Termination of Agreements

- (A) When a Requesting Department determines the need to terminate an Agreement, it must consult with its attorney and Procurement Services.
- (B) The Requesting Department should document problems as the problems occur. This documentation is essential.
- (C) The termination must occur in accordance with any procedures stated in the Agreement, including any cure notices.
- (D) The Requesting Department, Procurement Services, and County Attorney's Office work in concert to accomplish the termination.
- (E) Agreements awarded by the Board must be terminated by the Board.

CHAPTER 7

AFTER-THE-FACT PURCHASES

7.0 **INTRODUCTION**

Any purchase made outside of the Board's Procurement Policy and Procedures and prior to the issuance of a Purchase Order is an after-the-fact purchase ([see Appendix W, AD MS-13 After-the-Fact Purchases](#)).

7.1 **PROCEDURES**

- (A) All Bidders are on notice not to perform any service or deliver any commodities without a duly authorized Purchase Order. The County is not liable for payment of any commodities or services received without a Purchase Order.
- (B) Procurement Services will include language on each Purchase Order that commodities or services provided without a purchase order will not be an obligation of County government.
- (C) Each department shall establish a suspense file in order to renew contracts prior to their expiration date.
- (D) Each department shall prepare a contingency plan in order to maintain the ability to make purchases in compliance with established policy and procedure and to process approvals when the regular approval staff is not available.
- (E) If any employee suspects that a purchase exceeding the established PCard single transaction limit is after-the-fact, that person must report the suspected purchase to Procurement Services.
- (F) Procurement Services will conduct an investigation of the purchase and will submit its findings and recommendations to the Department Director for further action as needed.
- (G) If a purchase exceeding the established PCard single transaction limit occurs outside of the standard Procurement Process and ratification of the purchase is sought, the Requesting Department must submit to Procurement Services a written memorandum signed by the Department Director containing the following information:
 - (I) The circumstances that resulted in an after-the-fact purchase;
 - (II) The necessity of the purchase and its public purpose;
 - (III) Evidence that the price charged was fair and reasonable; and,

CHAPTER 7
AFTER-THE-FACT PURCHASES

- (IV) Actions taken by the Department to preclude recurrence of the after-the-fact purchase.
- (H) After-the-fact purchases not exceeding the established PCard single transaction limit shall be documented as stated above in (G) and approved by the Department Director.
- (I) After-the-fact purchases exceeding the established PCard single transaction limit shall be documented as stated above in (G) and submitted to Procurement Services who will obtain approval from the Assistant County Administrator and BOCC, as required by the dollar value.
- (J) Any violation of the Policy and Procurement Procedures can result in:
 - (I) Revocation of procurement authority or certain privileges;
 - (II) Reimbursement for any personal items purchased via a purchase order;
 - (III) Individuals attending additional training by Procurement Services; and
 - (IV) Discipline as outlined in [Appendix W, AD MS-13 After-the-Fact Purchases](#).
- (K) Recurring reports of after-the-fact purchases, with the exception of release orders, will be reported to the BOCC on an annual basis at the end of each calendar year.

CHAPTER 8

DIRECT PURCHASES OF CONSTRUCTION MATERIAL

8.0 INTRODUCTION

For some construction related equipment/material, it may be in the best interest of the County to purchase equipment/material directly rather than have the Bidder purchase the material. This chapter outlines the considerations to be weighed in determining the appropriate purchase method in each project and provides procedures for doing so ([see Appendix X, Board Policy 03.01.06.00 Direct Purchase of Construction Material](#)).

8.1 PROCEDURES

- (A) During the development of the Specifications, the Requesting Department and its Design Consultant (if applicable) shall give consideration to any material that could be subject to Direct Purchase and whether items directly purchased would be installed by County staff or the Bidder, keeping the following considerations in mind:
 - (I) Advantages
 - (a) Sales tax savings. Sales tax is collected as follows:
 - \$1.00 - \$5,000: 7% (6% state, 1% local)
 - \$5,001 and above: 6% (state)
 - (b) Delivery of certain items with long delivery times can affect the completion of projects.
 - (c) Generally, bonding is not required for material purchases (as it is for construction projects), so additional savings are realized.
 - (d) Planning for multi-year requirements (such as with many Parks purchases) enables volume discount buying so additional savings are realized.
 - (e) In most cases, by directly purchasing large equipment, the County has more control over the quality of items purchased.
 - (f) The cost of the material is not increased by the Bidder's overhead and profit.
 - (g) Additional savings might be realized by having County staff install the Direct Purchase material. However, the savings will need to be weighted against any loss of Bidder guarantee/warranty.

CHAPTER 8
DIRECT PURCHASES OF CONSTRUCTION MATERIAL

- (II) Disadvantages
 - (a) Single point of responsibility – It is important that the Bidder maintains responsibility for the end product of its construction and that the County not take on the risk of providing equipment/material that is defective or late.
 - (b) Coordination of the ordering and delivery of construction equipment/material is critical to the timely completion of a project. Late delivery could result in claims by the Bidder for additional compensation for delays.
 - (c) The responsibility for the quality of the equipment/materials, depending on how the purchase is made, rests with the County rather than the Bidder.
 - (d) The direct purchase of any capital equipment (>\$1,000) must comply with the Tangible Personal Property Control Policy 08.02.01.00. The project manager must ensure the equipment is properly inspected and identified as County property at the time it is stored under the control of the contractor to avoid any potential loss of the equipment should the contractor experience bankruptcy or default on the contract ([see Appendix R, Tangible Personal Property Control Policy](#)).
 - (e) Guarantee/Warranty can become an issue when the Bidder and the material Supplier blame each other for a failure. If the Bidder purchases the material, the Bidder is solely responsible for the quality of the work.
 - (f) If large purchases are made directly, receiving and storage of the material may result in additional costs.
 - (g) The Bidder's purchasing ability may be greater than the County's for certain materials thereby resulting in the County paying a higher cost than the Bidder could obtain.
 - (h) Any sales tax not paid decreases the amount of sales tax revenue to the County. Projects funded by sales tax could experience less money because the County receives approximately 6.885% of the State's 6% sales tax collected in Hillsborough County.
- (B) The information provided by the Requesting Department and Design Consultant shall be incorporated into the final Specifications.
- (C) The construction Agreement shall require that the Bidder be responsible, at a minimum, for the coordination of all Direct Purchases, whether made by the Bidder or by the County. The Agreement shall clearly define the role and responsibility of the Bidder regarding Direct Purchases.

CHAPTER 8
DIRECT PURCHASES OF CONSTRUCTION MATERIAL

- (D) At the Pre-Bid Conference, the Requesting Department explains whether or not any Direct Purchases are included in the project and how they will be coordinated.
- (E) If any equipment/materials are purchased directly, the agenda item for the award should include a list to be directly purchased and the associated dollar value.

CHAPTER 9

FRAUDULENT MISCONDUCT AND ETHICAL PROCUREMENT STANDARDS

9.0 INTRODUCTION

All employees of Hillsborough County are expected to avoid conflicts of interest and maintain the highest degree of integrity and fairness in the performance of their jobs and in the expenditure of public funds. Requirements include:

- (A) Board Policy 02.16.00.00, Fraudulent Misconduct Policy and Administrative Directive #MS-15, Responsibilities and Procedures for Implementing the Fraudulent Misconduct Policy;
- (B) Adherence to the most current version of the Hillsborough County Statement of Ethics (see 9.2.0 below);
- (C) The most current Human Resources policy(s) on conflict and disclosure; and,
- (D) Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees.

Additionally, Procurement Services subscribes to the Code of Ethics of the National Institute of Governmental Purchasing (NIGP) (see 9.2.1 below).

9.1 FRAUDULENT MISCONDUCT

All employees of Hillsborough County, officers, elected officials (who adopt this policy), all officers and employees under the jurisdiction of the BOCC and anyone doing business for or with Hillsborough County are prohibited from placing county resources at risk through fraudulent misconduct, misappropriation of assets, and fraudulent reporting of information affecting the County.

9.2 ETHICAL PROCUREMENT STANDARDS

9.2.0 Hillsborough County Statement of Ethics

- (A) Statement of Ethics

As a Hillsborough County employee: In order to fulfill my role as a public servant I will adhere to legal, professional and trade rules and standards. I will demonstrate and be dedicated to the highest ideals of honor and integrity in all public and personal relationships to merit the respect, trust and confidence of government officials, other public officials, employees and the public.

CHAPTER 9
FRAUDULENT MISCONDUCT AND ETHICAL PROCUREMENT STANDARDS

(B) Responsibility

I will uphold both the letter and the spirit of the United States and Florida Constitutions, Hillsborough County Charter, state and federal statutes, regulations, policies and procedures governing my actions. It is my responsibility to report violations to my supervisor and/or manager.

- (I) I will be sensitive and responsible to the rights of the public and their changing needs.
- (II) I will strive to provide the highest quality of performance and service.
- (III) I will exercise prudence and integrity in the management of funds in my custody and in all financial transactions.

(C) Employee Development

I will be responsible for maintaining my own competence, for enhancing the competence of my colleagues, and for providing encouragement to those seeking to use their professional skills to serve the public.

- (I) I will devote my time, skills and energies to achieving excellence in my job and my department both independently and in cooperation with other professionals.
- (II) I will abide by approved practices and recommended standards for my line of work.

(D) Professional Integrity-Information

I will demonstrate professional integrity in the issuance and management of information.

- (I) I will not knowingly sign, make any oral or written statement or report which contains any misstatement or which omits any material fact.
- (II) I will respect and protect privileged information as I respect the right of citizens to access public records and public meetings.
- (III) I will be sensitive and responsive to inquires from public officials, the public and the media, within the framework of Hillsborough County policy.

(E) Personal Integrity-Relationships

I will act with honor, integrity and virtue in all professional relationships

- (I) I will strive to exhibit respect and trust in the affairs and interests of Hillsborough County government.

CHAPTER 9
FRAUDULENT MISCONDUCT AND ETHICAL PROCUREMENT STANDARDS

- (II) I will not knowingly be a party to, condone or conceal any illegal or improper activity.
 - (III) I will respect the rights, responsibilities and integrity of fellow employees and customers with whom I work and associate.
 - (IV) I will manage all matters of supervision within the scope of my authority so that fairness and impartiality govern my decisions.
 - (V) I will promote equal employment opportunities, and shall oppose any discrimination, harassment or other unfair practices.
- (F) Conflict of Interest
- I will actively avoid conflicting interest or even the appearance of a conflict of interest.
- (I) I will perform my duties without favor.
 - (II) I will refrain from engaging in any outside matters of financial or personal interest incompatible with the impartial and objective performance of my duties.
 - (III) I will not, directly or indirectly, seek or accept personal gain which would influence, or appear to influence, the conduct of my official duties.
 - (IV) I will not use public property or resources for personal or political gain.

9.2.1 National Institute of Governmental Purchasing, Inc. (NIGP) Code of Ethics

Hillsborough County Procurement Services subscribes to the NIGP Code of Ethics as follows:

The Institute believes, and it is a condition of membership, that the following ethical principles should govern the conduct of every person employed by any public sector procurement or materials management organization:

- (I) Seeks or accepts a position as head or employee only when fully in accord with the professional principles applicable thereto and when confident or possessing the qualifications to service under those principles to the advantage of the employing organization;
- (II) Believes in the dignity and worth of the services rendered by the organization and the social responsibilities assumed as a trusted public servant;
- (III) Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the reorganization and the public being served;

CHAPTER 9
FRAUDULENT MISCONDUCT AND ETHICAL PROCUREMENT STANDARDS

- (IV) Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable;
- (V) Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved;
- (VI) Believes that members of the Institute and its staff should at no time or under any circumstances, accept directly or indirectly, gifts, gratuities or other things of value from suppliers;
- (VII) Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations, but personally remains in the background of emphasizing the importance of the facts;
- (VIII) Resists encroachment on control of personnel in order to preserve integrity as professional manager. Handles all personnel matters on a merit basis. Political, religious, racial, gender and age considerations carry no weight in personnel administration in the agency being directed or served;
- (IX) Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically without discrimination on the basis of principles and justice; and,
- (X) Subscribes to the support the professional aims and objectives of the National Institute of Governmental Purchasing, Inc. (NIGP).

CHAPTER 10

VENDOR/BIDDER RELATIONS, COMMUNICATION, CONE OF SILENCE AND PERFORMANCE

10.0 INTRODUCTION

This Chapter provides information to Vendors seeking business opportunities with the County. Bidders should read each Bid/Proposal Document carefully and follow its instructions in completing their Bid/Proposal. Bidders should refer to the Hillsborough County website (<http://hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents>) to confirm that they have the most current version of the Procurement Manual as changes may be incorporated from time to time.

10.1 VENDOR REGISTRATION

(A) **OnVia DemandStar**

Hillsborough County is using Onvia DemandStar to notify Vendors by e-mail or fax about Hillsborough County BOCC bidding opportunities. To receive notifications, Vendors **MUST** register with Onvia DemandStar by going to <http://www.onvia.com/demandstar-subscriptions> or by calling 1-800-711-1712. By registering, Vendors that have downloaded a bid opportunity will automatically receive notification of related addenda.

Vendors that register for a Free Agency account for Hillsborough County BOCC will be automatically signed up with the City of Tampa and receive notifications at no cost.

(B) **Oracle EBS**

Hillsborough County is implementing “iSupplier.” Suppliers must be registered in iSupplier, **at no cost**, to view the status and history of any purchase order(s) issued, as well as view the status of receipts, invoices and payments. In the near future, registered suppliers will use iSupplier to receive email notifications of current bid opportunities, download solicitation documents and submit bids online.

10.2 BIDDER QUALIFICATIONS

- (A) All Bidders shall be properly licensed, as applicable, for the appropriate category of work to be eligible for an award. License(s) must be current and effective as of the solicitation opening date and must be maintained throughout the life of the contract.

CHAPTER 10
VENDOR/BIDDER RELATIONS, COMMUNICATION, CONE OF SILENCE AND
PERFORMANCE

- (B) All corporations doing business with the County must be properly registered with the State of Florida and authorized to conduct business in the State of Florida.

10.3 BIDDER NOTIFICATION

- (A) The County may solicit Bids/Proposals through Onvia DemandStar and/or Oracle iSupplier.
- (B) Formal Bids, if statutorily required, will also be advertised in a local newspaper of general circulation and by posting on Procurement Services' website and Bulletin Board ("Public Notice").
- (C) Under no circumstance will Bid/Proposal documents be made available to prospective Bidders prior to the Public Notice.

10.4 COMMUNICATION BETWEEN BIDDERS AND THE COUNTY

- (A) All communication during the Bid/Proposal process must be directed to Procurement Services'.
- (B) Pursuant to Hillsborough County [Ordinance No. 13-24](#), there shall be a Cone of Silence for all procurement solicitations issued by the County in order to safeguard the integrity of the County's procurement and protest process. The Cone of Silence shall go into effect on the date a procurement solicitation is issued by the County and shall end on the date the contract is awarded by the County or the date the procurement solicitation is canceled by the County. Unless otherwise provided for in Hillsborough County Ordinance No. 13-24, during the time period the Cone of Silence is in effect, no Bidder, interested party and/or their principals, officers, employees, attorneys or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal, if applicable, and/or members of the Board of County Commissioners, including their aides and employees regarding a procurement solicitation and/or its related protest. The Cone of Silence does not prohibit an Bidder from communicating with the Director of the County Department issuing the procurement solicitation, County staff listed as contacts in the procurement solicitation, or the attorney in the County Attorney's office that is directly responsible for the applicable procurement solicitation (this information can be obtained by contacting the County staff person listed as the contact in the applicable procurement solicitation). A violation of the Cone of Silence will result in the disqualification of the Bidder from consideration in the award of the procurement solicitation unless it is determined that the violation is unintentional and/or not material.
- (C) The Cone of Silence additionally provides that anyone falling within the Cone of Silence (i.e. County employees, the Hearing Master and/or

CHAPTER 10
VENDOR/BIDDER RELATIONS, COMMUNICATION, CONE OF SILENCE AND
PERFORMANCE

members of the Board of County Commissioners, including their aides and employees) shall report any violation of the Cone of Silence to the County's Internal Auditor or his/her designee who shall investigate such violation. The County's Internal Auditor will be the designated point of contact to receive reports of any violations of the Cone of Silence and shall investigate by gathering documents relative to the alleged violation. The County's Internal Auditor has designated the Director of the County Department that issues the applicable procurement solicitation to investigate any purported Cone of Silence violation once all of the documents have been gathered.

(D) Clarifications Regarding the Cone of Silence

(I) Types of Procurements that the Cone of Silence Applies to

The Cone of Silence shall apply to procurements that are supervised and/or overseen by a County Department that are at or over the Formal Bid Limit (as defined in Ordinance No. 13-24), irrespective of the source of funds.

(II) The Cone of Silence

Pursuant to Ordinance No. 13-24, the intent of the Cone of Silence is to safeguard the integrity of the County's procurement and protest process by preventing bidders/Offerors on a County procurement solicitation from influencing the person(s) that will be making the decisions and/or having meaningful input regarding the award of the applicable procurement solicitation. Section 14 of the Ordinance states that an Offeror or Interested Party (as defined under the Ordinance) is prohibited from contacting County employees, the Hearing Master and/or members of the Board of County Commissioners (including their aides and employees) regarding a procurement solicitation and/or its related protest during the time period the Cone of Silence is in effect.

(III) Communications between County Employees/Staff Regarding Procurements

The Cone of Silence does not prohibit County employees/staff from communicating with each other regarding a procurement solicitation.

(IV) County Employee Communication/Contact with an Offeror and/or Interested Party

The Cone of Silence does not prohibit County employees from contacting an Offeror or Interested Party when such contact/communication is from County procurement personnel or

CHAPTER 10
VENDOR/BIDDER RELATIONS, COMMUNICATION, CONE OF SILENCE AND
PERFORMANCE

coordinated through County procurement personnel, and such contact/communication is done in the course of the County's employee's duties as it relates to the applicable procurement. Accordingly, responses/communications by an Offeror or Interested Party in response to a communication or contact that has been initiated by a County employee, as set forth above, shall not be considered a Cone of Silence violation.

(V) Types of Communication/Contact that do not Violate the Cone of Silence

Examples of communications/contact that do not qualify as a Cone of Silence violation by the Offeror/Interested Party, include, but are not limited to, the following:

- (a) Communications during County-initiated pre-proposal and pre-bid conferences;
- (b) Communications from County procurement personnel to the Offeror/Interested Party regarding a request for clarification related to a bid/proposal submitted;
- (c) Communications from County employees for the purpose of determining the Offeror's responsiveness and/or responsibility; said County employees shall include procurement personnel, employees from the County's Economic Development Department, Debt and Financial Analysis Manager, Risk Management Division and/or consultants/contractors acting on behalf of the County with respect to the applicable procurement;
- (d) Site visits by County employees to the site(s) of an Offeror being considered for award, provided that, said visits have been coordinated through applicable County procurement personnel;
- (e) Oral presentations by an Offeror related to a procurement solicitation, provided that, such presentations have been coordinated through applicable County procurement personnel;
- (f) Product demonstrations by an Offeror related to a procurement solicitation, provided that, said demonstrations have been coordinated through applicable County procurement personnel;
- (g) Negotiations initiated by the County with Offerors related to a procurement solicitation, provided that, said

CHAPTER 10
VENDOR/BIDDER RELATIONS, COMMUNICATION, CONE OF SILENCE AND
PERFORMANCE

negotiations have been coordinated through applicable County procurement personnel;

- (h) Communications during publicly-noticed Evaluation Committee meetings, including Evaluation Committee meetings held for the purpose of Offeror presentations, product demonstrations and interviews;
- (i) Communications from County employees to the Offeror/Interested Party or vice versa regarding a public records request, provided, that such communication from the Offeror/Interested Party is limited to the public records request;
- (j) Communications from applicable County procurement personnel to the Offeror/Interested Party regarding a bid submitted or a protest submitted; and
- (k) Communications during debriefing meetings, provided that, said meetings are coordinated through and conducted by the applicable County procurement personnel.
- (l) Public comment to the Board during a regular meeting of the Board of County Commissioners (pursuant to the considerations set forth in Florida Statute, Section 286.0114).

(VI) Factors to Consider when Determining Whether a Cone of Silence Violation is Unintentional or Not Material

The following are guidelines that may be used in determining whether a Cone of Silence violation under Ordinance No. 13-24 is “unintentional and/or not material” (Please note that this list is not exhaustive):

- (a) Whether there is sufficient evidence to show that the Offeror/Interested Party was aware of or should have been aware of the Cone of Silence;
- (b) Whether the information/material contained in the subject communication from the Offeror/Interested Party was of such a nature that it could potentially influence the award decision regarding the applicable procurement solicitation;
- (c) Whether the subject communication from the Offeror/Interested Party was directed to a person(s) that will be making the decision and/or have meaningful input regarding the award of the applicable procurement solicitation; and
- (d) Whether the information contained in the communication from the Offeror/Interested Party actually reached a

CHAPTER 10
VENDOR/BIDDER RELATIONS, COMMUNICATION, CONE OF SILENCE AND
PERFORMANCE

person(s) that will be making the decision and/or have meaningful input regarding the award of the applicable procurement solicitation.

(E) **General Communication**

No interpretation of the meaning of the plans, specifications, or other Bid/Proposal documents will be made to any Bidder orally. Every request for such interpretation must be in writing, addressed to the Director of Procurement Services. To be given consideration, such requests must be received within the time stated in the Bid/Proposal documents. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be uploaded to Onvia DemandStar and/or Oracle iSupplier at least five (5) days prior to the date fixed for the opening of bids. Failure of a Bidder to receive any such addendum or interpretation shall not relieve the Bidder from an obligation under their bid/proposal as submitted. All addenda so issued shall become part of the bid/proposal documents.

10.5 PROPER AUTHORIZATION

All Vendors are on notice not to perform any service or deliver any commodities without a duly authorized Purchase Order, Agreement, Change Order or Modification. The County is not liable for payment of any commodities or services received without such authorization.

10.6 EVALUATION OF BIDS/PROPOSALS

- (A) Only responsive Bids/Proposals from responsible Bidders will be considered for award.
 - (I) A responsive Bid/Proposal is one that conforms in all material respects to the Specifications.
 - (II) A responsible Bidder is one who has the capability in all respects to perform fully the contract requirements, including but not limited to the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and financial resources to assure performance.
- (B) Deviations in Bids/Proposals may be either material or immaterial (see Section 3.4.4).
- (C) For a full discussion of the Bid and Award process, see Chapter 3.

10.7 BIDDERS' AFFIRMATIONS

All Bidders are required to affirm and declare with each bid/proposal submitted:

CHAPTER 10
VENDOR/BIDDER RELATIONS, COMMUNICATION, CONE OF SILENCE AND
PERFORMANCE

- (A) That the Bidder is of lawful age and that no other person, firm or corporation has any interest in the bid/proposal or the contract proposed to be entered into.
- (B) That the Bid/Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Bid/Proposal for the same purpose, and is in all respects fair and without collusion or fraud.
- (C) That the Bidder is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County.
- (D) That no officer or employee or person whose salary is payable in whole or in part from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in the Bid/Proposal; in the performance of the Contract; in the supplies, materials, equipment, and services or labor to which they relate; or in any portion of the profits thereof.
- (E) That the Bidder has carefully examined the site where the services are to be performed and that, from his/her own investigations, the Bidder has fully satisfied itself as to: the nature and location of the Project; the character, quality and quantity of materials; the kind and extent of the equipment and other facilities needed for the performance of the services; the general and local conditions; all difficulties to be encountered; and, all other items which may in any way affect the performance of the services.

10.8 DRUG FREE WORK PLACE PROGRAM

Pursuant to Section 287.087, Florida Statutes, Bidders may submit with their bids/proposals a certificate certifying that they have implemented a drug free workplace program. If two or more bids are equal in price, quality, and service, preference will be given in the award process to the Bidder who has furnished such certification with their bid. Certificate forms are available from the Hillsborough County website at <http://hcfllgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents> (see Appendix S, Drug-Free Workplace Form).

10.9 PUBLIC ENTITY CRIMES

- (A) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any

CHAPTER 10
VENDOR/BIDDER RELATIONS, COMMUNICATION, CONE OF SILENCE AND
PERFORMANCE

public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- (B) Additionally, pursuant to COUNTY policy, a conviction of a public entity crime may cause the rejection of a bid, offer, or proposal. The COUNTY may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offerer or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer or proposal.

10.10 USE OF HILLSBOROUGH COUNTY FOR MARKETING PROHIBITION

The Vendor shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote or highlight the Vendor and/or the Vendor's product(s) and/or service(s) unless authorized to do so, in writing, by the County Administrator or his/her designee. In addition, the Vendor shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the Vendor's performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote or highlight the Vendor and/or the Vendor's product(s) and/or service(s). This does not prevent the Vendor from including the County on its client lists and/or listing or using the County as a reference ([see Appendix BB, AD MS-16 Vendor References, Inquiries and Endorsements](#)).

10.11 PROTEST PROCESS AND PROCEDURES AND CONE OF SILENCE / ORDINANCE 13-24

See CHAPTER 5.

10.12 DEBARMENT PROCEDURES

See CHAPTER 11.

CHAPTER 11
DEBARMENT OF BIDDERS

11.0 INTRODUCTION

The following procedures apply to the debarment or suspension of Bidders from the County's Procurement process. Debarment is the exclusion of a person or company from participating in a procurement activity for an extended period of time because of previous illegal or irresponsible action.

11.1 BASIS

The following may serve as a basis for debarment:

- (A) Conviction of a criminal offense in obtaining or attempting to obtain a public or private contract;
- (B) Conviction under state or federal statutes of any offense indicating a lack of business integrity or honesty. Examples include embezzlement, theft, forgery, bribery and collusion;
- (C) Conviction under state or federal antitrust statutes arising out of the submission of Bids/Proposals;
- (D) Material breaches of contract provisions with the County; or
- (E) Any other cause that the County determines to affect the responsibility of a Bidder.

11.2 PROCEDURE

- (A) Upon a finding that a basis for debarment exists, Procurement Services may debar the Bidder.
- (B) The Director of Procurement Services will issue a written Notification of Debarment to the Bidder being debarred explaining the reason(s) for the action being taken.
- (C) Any Bidder may have the decision to debar reviewed by the County Administrator. The Bidder may file a written appeal by submitting it through the Director of Procurement Services.
- (D) If the County Administrator concurs with the debarment, the Bidder may file a written appeal to the Board by submitting it through the Director of Procurement Services.

CHAPTER 11
DEBARMENT OF BIDDERS

11.3 DURATION AND EFFECT

- (A) The debarment shall be for a period not to exceed twenty-four (24) months.
- (B) The debarment shall have no effect on existing contracts with the debarred Bidder except that it may be taken into consideration when deciding whether to exercise a renewal option.
- (C) Debarred bidders may continue to receive notifications of Hillsborough County Board of County Commissioners' bid opportunities through Onvia DemandStar and/or Oracle iSupplier or some other means. Notification of bid opportunities to debarred bidders shall not be construed as an "invitation," request to bid, or waiver of debarment. Debarred bidders are not eligible for award for the duration of their debarment period.

CHAPTER 12

COOPERATIVE PURCHASING PROGRAMS

12.0 INTRODUCTION

This chapter provides guidelines for the County's participation in cooperative purchasing programs that are intended to provide cost savings to the County through economies of scale and reduction of administrative costs.

12.0.0 JOINT BIDDING

- (A) Joint Bidding is a form of intergovernmental cooperative purchasing in which two or more public procurement agencies agree on specifications and contract terms and conditions for a given item of common usage and combine their requirements for this item in a single request for competitive sealed bids/proposals. Once submittals have been received and discussed by the participants, each public procurement agency issues and administers its own purchase order or contract.
- (B) The Director of Procurement Services shall have the authority to join with other governmental entities in cooperative purchasing ventures when the best interests of the County would be served.
- (C) *Procedures.* When participating in a cooperative purchase where joint bidding is utilized, the following procedures apply:
 - (I) A Lead Agency shall be designated to prepare and solicit Bids/Proposals on behalf of the cooperative purchasing participants.
 - (II) The Lead Agency shall survey the participants for their requirements and prepare the Specifications, Bid/Proposal and Bidder's list for review by the participating entities.
 - (III) The Lead Agency shall solicit, receive, open and tabulate the Bids/Proposals.
 - (IV) Bids shall be evaluated based upon the Specifications and criteria set forth in the Bid/Proposal, and a recommendation for award made.
 - (V) Purchases over \$250,000 in which the County is the Lead Agency require approval by the BOCC. Purchasing under \$250,000 may be awarded by the County Administrator.
 - (VI) Each Participating Entity shall issue its own purchase orders and make its own payments.
 - (VII) Any pre-award disputes related to the Specifications or bidding process shall be the responsibility of the Lead Agency.
 - (VIII) Any other disputes that arise after award between any entity and the Vendor shall be resolved by that entity and the Vendor. This does not preclude participating entities from working together to resolve a common dispute.

CHAPTER 12

COOPERATIVE PURCHASING PROGRAMS

12.0.1 PIGGYBACKING

- (A) Piggybacking is a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing entities to purchase from the selected Vendor under the same terms and conditions as itself.
- (B) *Procedures.* When piggybacking another entities' contract, the following procedures shall apply:
- (I) The Bidder must have agreed, in the original bid document, to extend the same terms and conditions of the contract to other governmental agencies. In instances where this language is omitted and the Bidder agrees in writing to piggyback on the contract, the County may opt to utilize the contract if it is in the best interest of the County.
 - (II) The Requesting Department must submit documentation from the Lead Agency that includes:
 - (a) A complete copy of the solicitation;
 - (b) Tabulation of all solicitation responses;
 - (c) A copy of the award letter/memo/agenda item to the awarded Vendor; and,
 - (d) A complete copy of the awarded Vendor's proposal.
 - (III) The Requesting Department must document, in writing, that the commodities or services needed are within the scope of the contract, that the scope meets the Requesting Department's needs and that the pricing is fair and reasonable.
 - (IV) Procurement Services will review the Requesting Department's request and the contract of the entity to determine if the County's requirements are met and if use of the contract is in the best interest of the County. Considerations include, but are not necessarily limited to the original quantities in the bid, the reasonableness of price, current market, and applicable laws.
 - (V) The commodity or service needed must be specifically within the scope of the contract awarded by the other entity and the contract must be active. Purchases cannot be made against a contract that has expired.
 - (VI) Any purchase order issued shall reference the public entity's bid or contract number.
 - (VII) Any use of piggybacked contracts ~~(except State Contracts)~~ requires approval ~~by the BOCC~~ in accordance with Chapter 13 of the Procurement Policy.

CHAPTER 12

COOPERATIVE PURCHASING PROGRAMS

12.0.2 STATE OF FLORIDA CONTRACTS

- (A) If Procurement Services or Requesting Department identifies an existing State Contract that would meet the needs of the Requesting Department, that contract may be used in lieu of conducting a procurement. In addition, Procurement Services may identify State of Florida contracts for use by Requesting Departments, as appropriate.
- (B) A review of the terms and conditions of the State Contract shall be performed by the Requesting Department to determine if the contract will meet the needs of the Requesting Department and is in the best interest of the County. The Requesting Department is required to administer the contract in accordance with the State Contract's terms and conditions.

12.0.3 ALLIANCES

- (A) *Hillsborough County Governmental Purchasing Council (GPC)*. The GPC is a council of government purchasing officials in Hillsborough County that coordinate cooperative purchasing activities. Authority for the shared use of contracts is derived from two special acts of the Florida Legislature enacted during the 1969 legislative session (Chapters 69-1112 and 69-1119, Laws of Florida and Chapter 2004-466 effective June 17, 2004 ([see Appendix T, GPC Special Acts 69-1112 and 69-1119](#))).
- (B) *Tampa Bay Area Cooperative Purchasing Council*. This council was established in 1994 under the sponsorship of the Tampa Bay Area Chapter of the National Institute of Governmental Purchasing (NIGP) and includes the seven-county Tampa Bay Area.

12.0.4 AUTHORIZED PURCHASING COOPERATIVES

The BOCC has authorized use of the following purchasing Cooperatives:

- (a) [Hillsborough County Governmental Purchasing Council](#)
- (b) [Tampa Bay Area Cooperative Purchasing Council](#)
- (c) [U.S. Communities](#)
- (d) [Florida Sheriff's Association](#)
- (e) [National Association of State Procurement Officials \(NASPO\)](#)
- (f) [National Joint Powers Alliance \(NJPA\)](#)
- (g) [Texas Department of Information Resources](#)
- (h) [National Intergovernmental Purchasing Alliance \(National IPA\)](#)
- (i) [National Purchasing Partners Government \(NPPGov\)](#)

CHAPTER 12

COOPERATIVE PURCHASING PROGRAMS

- (j) Panhandle Area Educational Consortium (PAEC)
- (k) Association of Educational Purchasing Agencies (AEPA)
- (l) National Cooperative Purchasing Alliance (NCPA)

Participation with a Purchasing Cooperative is subject to the Requesting Department and Procurement Services determination that use of a specific contract is in the best interest of the County and that any requirements of the Cooperatives have been met. Only contracts awarded through full and open competition using the source selection methods substantially equivalent to those specified in Section 3 (Source Selection and Contract Formation) of the Procurement Policy are eligible for use by the County.

CHAPTER 13

INSURANCE, BONDS, AND DEPOSITS

13.0 INTRODUCTION

The purpose of this chapter is to describe the responsibility of Procurement Services, Human Resources, Risk Management Division (RM), and Requesting Departments with regard to insurance and bonding in the procurement process. County Departments who have the primary responsibility for negotiation or “non-procurement” contracts are responsible to coordinate with RM to ensure appropriate insurance requirements in contracts.

13.1 INSURANCE REQUIREMENT

- (A) RM is responsible for determining the need, types and limits for all insurance coverage for all County purchases, as well as the adequacy of all insurance agents and companies providing coverage on County projects.
- (B) For all procurements of services and construction, and commodities that include any labor, Requesting Departments will coordinate with RM and ensure delivery of a signed insurance requirements form with the specifications to Procurement Services for inclusion of the form and/or requirements in the Bid/Proposal.
- (C) Procurement Services will obtain from the Bidder the initial documentation of insurance coverage and forward it to RM. Bonds will be forwarded to the County Attorney’s Office. Upon notification from RM and the County Attorney’s Office of acceptability of the agency, issuer and document, Procurement Services will issue (or authorize issuance of), Notice to Proceed or a Purchase Order.
- (D) Non-compliant insurance requirement issues will be resolved jointly with the Requesting Department, RM, Procurement Services and the County Attorney’s office, as appropriate.
- (E) RM will maintain certificates of insurance for the life of the project.
- (F) In the event that insurance coverage should lapse, RM will notify the Requesting Department who will work with the County Attorney’s office and RM to resolve the matter. If it cannot be resolved, the Requesting Department will notify Procurement Services who along with the County Attorney’s office will take the appropriate action.

CHAPTER 13
INSURANCE, BONDS, AND DEPOSITS

13.2 BONDS AND DEPOSITS

13.2.0 Performance Bond

- (A) Performance bonds are required on all construction projects exceeding \$200,000 (see 255.05, Florida Statutes). However, pursuant to Chapter 2004-414 Laws of Florida, Hillsborough County may waive the performance bond requirement for projects \$500,000 or less when the project is awarded pursuant to the County's Small Business Enterprise Program. Additionally, the Director of Procurement Services may require a performance bond when it is deemed to be in the best interest of the County to ensure that a contract is carried out in accordance with the applicable Specifications and at the agreed contract price. Performance bonds are required if payment bonds are required.
- (B) In lieu of a performance bond, Bidders may submit an alternative form of security in the form of money order, certified check, cashier's check, irrevocable letter of credit, or alternative securities of the type listed in part II of Chapter 625, Florida Statutes. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bonds required by the Bid/Proposal document. The determination of the value and acceptability of such alternative forms of security shall be made by Hillsborough County.

13.2.1 Payment Bond

- (A) Payment bonds are required on all construction projects exceeding \$200,000 (see 255.05, Florida Statutes). However, pursuant to Chapter 2004-414 Laws of Florida, Hillsborough County may waive the payment bond requirement for projects \$500,000 or less when the project is awarded pursuant to the County's Small Business Enterprise Program. The Director of Procurement Services may require a Bidder to furnish a payment bond on contracts for purchase of commodities or services when deemed to be in the best interest of the County.
- (B) In lieu of a payment bond, Bidders may submit an alternative form of security in the form of money order, certified check, cashier's check, irrevocable letter of credit, or alternative securities of the type listed in part II of Chapter 625, Florida Statutes. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bonds required by the Bid/Proposal document. The determination of the value and acceptability of such alternative forms of security shall be made by Hillsborough County.

13.2.2 Bid Bond or Guaranty of Good Faith Deposit

The Director of Procurement Services may require Bidders to submit with their Bid/Proposal a bid bond or guaranty of good faith deposit in the amount specified.

CHAPTER 13
INSURANCE, BONDS, AND DEPOSITS

Bid Bonds will be effective for the time the Bid/Proposal is effective. Any check or money order will be retained for the same period.

13.2.3 Amount of Bond or Deposit

Required bonds or deposits generally range in the following percentile:

- (A) Performance Bond: 25% of the annual price to 100% of contract price.
- (B) Payment Bond: 100% of contract price.
- (C) Bid Bond or Guaranty of Good Faith Deposit: At the discretion of the Director of Procurement Services, but generally 5% of the bid price.
- (D) For Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) and Small Business Enterprise (SBE) Program contracts which are set-aside for certified DM/DWBE and SBE firms, bonds may be waived or reduced in accordance with [Appendix B, Procedures for DM/DWBE and SBE Program – Version 12](#).

13.2.4 Processing of Bonds and Deposits

- (A) The Bidder shall be responsible for securing the bond or deposits. Any costs may be included in the contract price.
- (B) The company acting as surety for any bond issued shall be licensed to do business in the State of Florida as stated in 287.0935 Florida Statutes and acceptable to the County, and the bond amount must be within the Surety's bonding limits. The bond must be signed by an agent registered with the Department of Insurance as an agent for that Surety. The Surety must also provide a current Power of Attorney authorizing the agent to bind the Surety.
- (C) Bonds furnished shall be reviewed by the County Attorney's Office for acceptability. All bonds accepted shall be forwarded to the Clerk to be filed in the official records of the Board.
- (D) In the event a Bidder fails to provide an acceptable bond when required within ten (10) calendar days after notification, the Board may rescind the award and/or terminate the contract and may retain in the account of Hillsborough County any good faith deposit, bid bond or guaranty which may have been submitted.
- (E) As a guaranty of good faith deposit, a Bidder may submit a certified check, cashier's check, treasurer's check, or a bank draft drawn on any national or state licensed financial institution (see 255.051 Florida Statutes). Such deposits shall be retained by the Clerk, County Finance

CHAPTER 13
INSURANCE, BONDS, AND DEPOSITS

until all provisions of the contract have been satisfied. Personal checks, business checks, and cash deposits are not acceptable.

- (F) Upon Award, fulfillment of all post-award requirements, and request of the Bidder, Procurement Services shall request the Clerk, County Finance to return deposits to unsuccessful Bidders.

CHAPTER 14

SURPLUS AND DISPOSAL OF PROPERTY

14.0 Introduction

This chapter addresses the responsibilities and procedures for the disposal of surplus property consistent with the requirement set forth in Florida Statutes Chapter 274. Surplus property is any property item (whether capital equipment or not) including furniture, fixtures, apparatuses, vehicles and equipment that is no longer needed by a Requesting Department to perform its mission.

14.1 Responsibilities For Handling Surplus Property

- (A) All Requesting Departments should designate a Surplus Property Representative (a.k.a Designated Custodian) who is responsible for transferring and disposing of surplus property in accordance with Hillsborough County Administrative Directive No. PI-01 ([see Appendix U, AD PI-01 Control of Tangible and Sensitive Property](#)) and Chapters 125.35, 125.38, 274.05, and 274.06 Florida Statutes.
- (B) Real Estate Department Responsibilities:
 - (I) The Real Estate Department is responsible for receiving and storing all property identified as surplus except vehicles and fleet-related equipment, including:
 - (a) Proper identification and evaluation of the items;
 - (b) Notifying other County Departments of the availability of the items;
 - (c) Donation or direct sale of the items;
 - (d) Transferring the items to the new owner;
 - (e) Storing the items, if space permits, until proper disposal is made; and,
 - (f) Obtaining BOCC approval for disposal of the property, as required.
- (C) Fleet Management Department Responsibilities:
 - (I) The Fleet Management Department is responsible for receiving and storing vehicles and fleet-related equipment identified as surplus, including:
 - (a) proper identification and evaluation of the items;
 - (b) notifying other County Departments of the availability of the items that still have usable life;

CHAPTER 14
SURPLUS AND DISPOSAL OF PROPERTY

- (c) detailing in writing the vehicles and/or equipment it has determined are surplus and the condition of each;
- (d) presenting its recommendation regarding disposition to the BOCC; and,
- (e) transferring the items to the auction site or contacting Procurement Services for sale by Sealed Bid.

14.2 Procedure for Sale of Property by Sealed Bid

- (A) Items not appropriate for storage and/or disposal due to size, location, or other factors may be sold by Procurement Services via Formal Bid to the highest bidder.
- (B) The Requesting Department is responsible for obtaining approval from the BOCC for disposal of any surplus item(s).
- (C) The Director of Procurement Services shall issue the public notice in accordance with procedures pertaining to Formal Bids.
- (D) Items shall be sold to the highest Bidder, and payment made at the time of the sale.
- (E) Items sold must be removed from the premises within the time stated in the Bid.
- (F) All sales shall be final at the time of sale.

14.3 Procedure for Sale By Auction

- (A) Acquisition of an auctioneer will be made under standard Purchasing procedures.
- (B) The auctioneer will advertise the auction.
- (C) The auctioneer will sell to the highest Bidder and handle collection of funds and removal of items.

14.4 Sale of Scrap Materials

- (A) Items that have lost value in their original form except for the value of the basic items are to be handled as follows:
 - (I) An advertisement shall be placed in a local newspaper in accordance with formal Bidding procedures.
 - (II) The responsible dealer offering the best price will be considered the successful Bidder.

CHAPTER 14
SURPLUS AND DISPOSAL OF PROPERTY

- (III) The scale used to weigh items must be of an approved type, and weighing should be witnessed by a County employee or representative.
- (IV) Segregation of Scrap material is to be made so that the County will receive the best possible price.
- (B) Proceeds from the Sale of Scrap will be deposited to the appropriate fund.

14.5 State Surplus Property Program

The County may participate in the State Surplus Program. Requesting Department Directors must submit a list of approved employees to the Director of Procurement Services to have access and procure items. The Requesting Department Director should submit an updated list annually and when an employee is no longer eligible to receive item(s) on behalf of the County from the State Surplus Program. This list must be filed with Procurement Services. An employee will not be allowed to participate in the State of Florida's Surplus Program without approval from the Director of Procurement Services.

14.6 Employee Purchases of Surplus Property

County employees are encouraged not to make acquisition of surplus county property via county auction, sale, or competitive bid to avoid the appearance of a conflict of interest.

CHAPTER 15

EXCEPTIONS AND NONPROCUREMENT CONTRACTS

15.0 INTRODUCTION

This chapter provides requirements for the encumbrance of nonprocurement contracts approved by the BOCC and administered by the County Administrator. This chapter also includes other exceptions.

15.1 NONPROCUREMENT CONTRACTS

15.1.0 Examples of Nonprocurement Contracts

- (A) The authority to acquire the following commodities and services is vested outside of Procurement Services and is not subject to Procurement Procedures. Examples of nonprocurement contracts that do not require approval by Procurement Services are:
 - (I) Interlocal/Intergovernmental Agreements (Chapter 163, Florida Statutes);
 - (II) Grants;
 - (III) Real Estate Lease, License, Purchase or Sale Agreements (which may include Concessions);
 - (IV) Labor and Employment Agreements;
 - (V) Insurance Agreements and Policies;
 - (VI) County funding of special programs through the Request for Applications (“RFA”) process or express approval of the BOCC;
 - (VII) Public Art;
 - (VIII) Outside Legal Services;
 - (IX) Securities, Financing, and Bond Agreements;
 - (X) Franchise Agreements;
 - (XI) Revenue Distribution Agreements (e.g., Tourist Development Taxes, etc.);
 - (XII) Appraisers (Real Estate);
 - (XIII) Rehabilitation of Single Family Homes;
 - (XIV) Educational training, professional development seminars, classes and related materials; and,
 - (XV) Other Board Awards.

15.1.1 Department Responsibilities

CHAPTER 15
EXCEPTIONS AND NONPROCUREMENT CONTRACTS

- (A) Departments generating nonprocurement contracts are responsible for:
 - (I) Obtaining legal review;
 - (II) Obtaining financial, risk management, affirmative action/equal opportunity and administrative approvals;
 - (III) Generating and processing agenda items;
 - (IV) Initiating a Requisition in Oracle EBS for processing in a timely manner after BOCC approval. All back-up shall be uploaded to the Requisition;
 - (V) Monitoring contracts including performance, payment and renewals; and,
 - (VI) Maintaining records, including: transfer of official records to the Clerk's Office, public record requests, and department files.
 - (VII) Compliance with Board Policy 03.02.07.00, Minimum Contract Provisions ([see Appendix M, Board Policy 03.02.07.00 Minimum Contract Provisions](#))
 - (VIII) Compliance with Administrative Directive MS-16, Vendor References, Inquiries & Endorsements ([see Appendix BB, AD MS-16 Vendor References, Inquiries and Endorsements](#))

15.2 EXCEPTIONS TO COMPETITIVE PROCUREMENT

The following are exceptions to utilization of the sealed competitive bid/proposal procedure for those purchases above the existing bid limit, but award requires BOCC approval if it exceeds \$250,000:

- (A) Repairs to existing equipment;
- (B) Sole Source procurements;
- (C) Emergency procurements;
- (D) Intergovernmental procurements;
- (E) Negotiated procurements after rejection of all bids/proposals;
- (F) Negotiation for special or unique services;
- (G) Contracts for professional services pursuant to Section 287.055 Florida Statutes (CCNA); and,
- (H) Other instances where exceptions are provided by State or local law.

CHAPTER 15
EXCEPTIONS AND NONPROCUREMENT CONTRACTS

15.3 OTHER EXCEPTIONS

Other exceptions that do not require review or approval by Procurement Services include, but are not limited to:

- (A) Utility Services;
- (B) Publications, Subscriptions, Media and Library Materials;
- (C) Professional Memberships and;
- (D) Advertising.

DICTIONARY

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A

acknowledgment: a form used by a vendor to advise a purchaser that an order has been received; usually implies acceptance.

addendum: an addition or supplement to a document, for example, items or information added to a procurement document.

advertise: to make a public announcement, or legal notice, of forthcoming solicitation with the aim of increasing the response and enlarging the competition.

affiliate 1: a branch or unit of a larger organization **2:** a company effectively controlled by another or associated with others under common ownership or control.

agent: one who is empowered to act for or in place of another.

agreement 1: a duly executed and legally binding contract **2:** the act of agreeing **3:** a consensus of two or more minds in respect of anything done or to be done.

approval: official permission, consent, sanction.

assignment: legal transfer of a claim, right, interest, or property.

audit: a methodical examination and review of records and documents, with confirmation by physical inspection or otherwise, of a situation or condition (as within a purchasing office), concluding with a detailed report of findings.

authority: the right to perform certain acts or prescribe rules governing the conduct of others.

award: (noun) the presentation, after careful consideration, of a purchase agreement or contract to the selected bidder or offeror.

award amount: monetary amount of contract, when awarded.

B

back order: (CN) that portion of an order for merchandise not available for delivery by the vendor at the scheduled time and promised for delivery at a later date.

best and final offer (BAFO): in competitive negotiation, the final proposal submitted that contains the vendor's most favorable terms for price and services or products to be delivered.

bid: an offer submitted by a prospective vendor in response to an Invitation to Bid issued by a purchasing authority; becomes a contract upon acceptance by the buyer.

bid bond: an insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid, the bidder will furnish bonds as required, and if the contract is awarded to the bonded (insured) bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount.

bidders list: a list of names and addresses of vendors from whom bids, proposals or quotations can be solicited.

bid opening: the formal process in which sealed bids are opened, usually in the presence of one or more witnesses, at the time and place specified in the invitation for bids. The amount of each bid is recorded and bids are made available for public inspection.

bid rigging: the agreement among potential competitors to manipulate the competitive bidding process, for example, by agreeing not to bid, to bid specific prices, to rotate bidding, or to give kickbacks to purchasers.

blanket purchase order: a contract under which a contractor or vendor agrees to provide goods or services to a purchaser on a demand basis; the contract generally establishes prices, terms, conditions, and the period covered, although no quantities are specified; shipments are to be made when and as required by the purchaser.

brand name: a trade name or trademark which identifies a product or service.

breach of contract: failure to fulfill a contract, wholly or in part, without legal excuse.

C

change order: a written alteration to a contract or purchase order, signed by the appropriate authority, in accordance with the terms of the contract, unilaterally directing the contractor to make changes.

clarification: a communication with an offeror for the sole purpose of eliminating minor irregularities or apparent clerical mistakes in a proposal; may be initiated by either offeror or purchaser; does not give offeror an opportunity to revise or modify its proposal, except to the extent the correction of apparent clerical mistakes results in revision.

collusion: a secret agreement, whether expressed or implied, to commit a fraudulent, deceitful, unlawful, or wrongful act.

commodity: any moveable, tangible article of trade or commerce.

commodity code: a system of words and numbers designed to identify and list commodities or services by classes and subclasses.

competitive sealed bidding: preferred method for acquiring goods, services, and construction for public use in which award is made to the lowest responsive and responsible bidder, based solely on the response to the criteria set forth in the Invitation to Bid; does not include discussions or negotiations with bidders.

conflict of interest: an actual or potential situation in which the personal interests of a vendor, employee, or public official are, or appear to be, in conflict with the best interests of the jurisdiction.

consideration: something of value which is exchanged by two parties and which serves to form or bind a contract.

consultant: person with education and/or experience which uniquely qualifies him or her to perform some specialized service for the using agency.

cooperative purchasing 1: procurement conducted on behalf of two or more public procurement units **2:** the combining of requirements of two or more public procurement units in order to obtain the benefits of volume purchases and/or reduction in administrative expenses **3:** a variety of arrangements whereby two or more public procurement units purchase from the same supplier using a single Invitation to Bid or RFP.

corporation: an artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

cost: actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the vendor.

D

debarment: the exclusion of a person or company from participating in a procurement activity for an extended period of time, as specified by law, because of previous illegal or irresponsible action. See suspension.

default: failure by a party to a contract to comply with contractual requirements.

defect: any failure of product to conform to the specified requirements.

delegation of authority: the conferring of authority, by someone who has it, to another person, in order to accomplish a task.

delivery: the physical transfer of possession from one person to another, as from a carrier, vendor, or contractor to the purchaser.

delivery date: a single date, phased date and/or date of a contract.

delivery schedule: a delivery plan indicating the time of beginning and completion of each delivery.

designee: a duly authorized representative.

destination: the place to which a shipment is consigned.

discount: an allowance or deduction, by a vendor or contractor, of a specified sum or percentage from the selling price of an item.

discrepancy: a difference in identification, condition, or quantity between the supplies or services and the associated records.

discussions: an oral or written exchange of information, other than simple clarifications, for the purpose of obtaining information essential for determining the acceptability of a proposal, or to provide the offeror an opportunity to revise its proposal.

disposal: the act of getting rid of something unwanted by sale, trade-in, donation, transfer, or destruction.

dispute: disagreement between parties to a contract over performance or other contract term requiring administrative action to resolve.

E

emergency purchase: a purchase made to alleviate a situation in which there is a threat to health, welfare, or safety under certain conditions defined as an emergency by the jurisdiction, that does not allow time for normal, competitive purchasing procedures.

equal opportunity: policies and procedures of the jurisdiction to ensure non-discrimination and equal opportunity to all employees, especially women, minorities, and persons with disabilities. Specific contract provisions may require nondiscrimination in employment by contractors and subcontractors.

equipment: major items that are not expendable except through depreciation or wear and tear and which, although they may be fixed or positioned in prescribed places, do not lose their identity or become integral parts of other items or installations.

equivalent items: items that without actually being identical have sufficient in common to be capable of being used for the same purpose.

escalation clause: a contract provision which permits the adjustment of contract prices by a given amount or percentage if certain specified contingencies occur, such as changes in the contractor's raw material or labor costs.

ethics 1: the study of right and wrong **2:** the principles of conduct governing the behavior of an individual or a profession.

evaluation criteria: in competitive negotiations, those factors specified in the RFP that will be considered in determining to whom a contract will be awarded.

evaluation of bids: the examination of bids after opening to determine the bidder's responsibility, responsiveness to requirements, and other aspects of the bid to determine the successful bidder.

evaluation committee: a team established to conduct interviews and negotiations during proposal evaluation for a specific product or service. Teams typically represent the functional areas to be addressed in the discussions.

expedite: to facilitate or rush a delivery of goods or services.

F

fair and reasonable: a subjective evaluation of what each party sees as equitable consideration in such areas as terms and conditions, cost or price, assured quality, timeliness, and any other area subject to negotiation.

fee 1: a sum of money paid for some service **2:** a charge, or payment, usually for professional or technical service.

fiscal year: the twelve month period established by each jurisdiction or company between one annual settlement of financial accounts and the next; used for budgeting, financial reporting, and planning.

fixed assets: physical assets such as property, plant and equipment.

f.o.b.: see free on board.

f.o.b. destination: title changes hands from vendor to purchaser at the destination of the shipment; vendor owns goods in transit and files any claims. Payment of freight charges is determined by contract terms.

f.o.b. origin: title changes hands from vendor to purchaser at the origin of the shipment; purchaser owns goods in transit and files any claims. Payment of freight charges is determined by contract terms.

follow-up: to review the status of a transaction; in connection with purchasing transactions, often synonymous with expedite.

force majeure: acts beyond the control of the party in question; acts of God or disruptive conditions for which a vendor or carrier cannot be held responsible.

formal bid: a bid which must be submitted in a sealed envelope and in conformance with a prescribed format to be opened in public at a specified time.

free on board (f.o.b.): without charge for delivery to and placing on board a carrier at a specified point; determines the point at which title for the shipment passes from vendor to purchaser.

freight 1: supplies, goods, and transportable property being moved between locations **2:** compensation paid for the transportation of goods or for the use of a carrier.

G

goods: supplies or anything purchased or available for purchase, other than real property or services.

grant 1: transfer of Federal government funds to state or local governments to support or stimulate programs authorized by Federal or state laws, to accomplish objectives that are locally defined and managed under a broad Federal or state program. **2:** the furnishing of assistance by a jurisdiction, whether financial or otherwise, to any person to support a program authorized by law; does not include an award whose primary purpose is to procure supplies, services or construction.

guarantee: an expressed or implied assurance of the quality of goods offered for sale, or of how long the goods can be expected to give satisfactory use. See warranty.

I

informal bid: a competitive bid or price quotation for supplies or services that is conveyed by letter, telephone, or other means and does not require a sealed bid, public opening, or public reading of bids.

informality: a minor or immaterial defect in a bid that is a matter of form rather than of substance; a variation of a bid or proposal from the exact requirements of the Invitation to Bid or RFP, which can be corrected or waived without being prejudicial to other bidders, and has no material affect on the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

inspection: the examination and testing of goods, supplies, or services to determine conformance to contract requirements, specifications, quality, and quantity.

insurance: a contract in which one party, for a fee, undertakes to protect another party against loss, damage or liability arising from an unknown or contingent event.

intergovernmental cooperative purchasing: a variety of arrangements under which two or more governmental entities pool their commodity and/or service requirements to buy a given good or service from the same vendor as a result of a single request for competitive sealed bids. Sometimes called joint purchasing.

inventory: goods in stock or an itemized list of the goods in stock showing quantity, volume, and value.

invoice: a list of goods or services, showing prices, terms, quantities, shipping charges, and other particulars sent to a purchaser in request for payment. See bill.

J

joint bidding: a form of intergovernmental cooperative purchasing in which two or more public procurement agencies agree on specifications and contract terms and conditions for a given item of common usage and combine their requirements for this item in a single request for competitive sealed bids. Once bids have been received and discussed by the participants, each public procurement agency issues and administers its own purchase order or contract.

joint venture: a partnership or cooperative agreement between two or more persons restricted to a single effort.

K

kickback: a payment, gratuity, or offer of employment made to a procurement official as an inducement for the award of a contract or order.

L

lead time: the period of time from date of ordering to date of delivery, including the time required for the vendor to manufacture or prepare the goods for shipment; may include the time needed by the procurement function to process the purchase request, issue a solicitation, evaluate bids and award a contract.

lease: a contract giving one party (the lessee) the right to use real estate or other asset owned by another (the lessor) for a specified time, in return for compensation (rent). Title does not pass from the lessor to the lessee.

letter of credit 1: a document issued by a bank authorizing the bearer to draw a specified amount from that bank or its agents
2: a letter or similar statement extending credit up to a given amount at certain affiliated banks for a person who has paid or guaranteed that amount to the issuing bank; may be considered in lieu of a performance bond or payment bond.

line item: an item of supply or service, specified in an invitation for bid or request for proposal, for which the bidder must bid a separate price.

liquidated damages: a specific sum stated in the contract to be paid by the party who is in default, or who breaches the contract, to the other party in settlement for damages.

lowest responsible bidder: the bidder that submitted a responsive bid at the lowest price of all the responsive bids submitted, and whose past performance, reputation, and financial capability is deemed acceptable.

lump sum: the total price of a group of items which is priced as a whole.

M

maintenance: the upkeep of property that neither adds to its permanent value nor prolongs its intended life appreciably, but instead keeps it in an efficient operating condition.

mandatory: obligatory, required by order, a provision that may not be waived.

manufacturer: a person or company that makes, processes, or fabricates something, changes the form of a commodity, or creates a new commodity.

market: the aggregate forces that determine the availability, price, quality, and quantity sold of a specific service or commodity.

material 1: property that is incorporated into or attached to an end item, or consumed in performing a contract
2: what a thing is made from, the substance of anything manufactured or built.

may: denotes the permissive in a contract clause or specification. Compare with shall.

minority-owned business: a business which is owned or controlled by a member of a recognized minority group, as defined by the jurisdiction.

misrepresentation: a false statement of fact made with the intent to deceive or mislead; the failure to present something correctly or adequately.

mistake in bid: an error in the preparation of a bid which results in an incorrect price or other condition and which might affect the eligibility for the award of a contract.

model number: an identification number assigned to describe a style or class of item, such as a particular design, composition, or function, by the manufacturer or distributor of that item.

modification: any written alteration to a provision of any contract accomplished by mutual agreement of the parties to the contract.

monopoly 1: a situation where there is one seller and many buyers of a product that has no close substitute and where the seller has considerable control over price because of the lack of competition
2: the exclusive right to carry on a particular activity.

MRO: maintenance, repair and operating supplies.

MSDS: see Material Safety Data Sheets.

multiple award: the award of a contract to two or more vendors or contractors to furnish the same or similar supplies or services, where more than one vendor is needed to meet the contract requirements for quantity, delivery, or service.

multi-year contracts: procurement contracts extending more than one year.

N

National Institute of Governmental Purchasing, Inc. (NIGP): a non-profit, educational and technical assistance corporation of public purchasing agencies and activities at the Federal, state and local levels of government.

negotiation: **1:** a bargaining process between two or more parties, each with its own view points objectives, seeking to reach a mutually satisfactory agreement on, or settlement of, a matter of common concern **2:** contracting through the use of proposals and discussions, or any contract awarded without the use of sealed bidding.

no bid: a response to an invitation for bid stating that respondent does not wish to submit an offer; functions to prevent suspension from the bidders list for failure to show active interest or submit bids.

non-conformance: the failure of material or services to meet specified requirements for any characteristic or quality.

non-responsible bid: a bid from a vendor who does not have the capability to perform fully the contract requirements, or who does not have the integrity and reliability to assure performance.

non-responsive bid: a bid that does not conform to the mandatory or essential requirements of the invitation for bid.

non-stocked item: an item which is not held in a supply system inventory for issue to customers when ordered, but which may be obtained on demand.

novation agreement: a legal document executed by the original parties to a contract and a successor to whom interest in the contract has been transferred by one of the parties, which transfers all obligations and rights under the contract to the successor.

O

obsolete supplies: supplies that are out of date, no longer in use or effectively usable.

offer: a response to a solicitation that, if accepted, would bind the offeror to perform the resulting contract. See bid or sealed bid for the response to an Invitation to Bid in competitive sealed bidding; see proposal for the response to an RFP in competitive negotiation. Compare with quote.

oligopoly: a market situation in which a few companies control or dominate the market for a product or service.

open market purchase: a purchase, usually of a limited monetary amount, from any available source.

option: a unilateral right in a contract which the jurisdiction may choose to exercise to purchase additional supplies or services called for in the contract, or to extend the period of performance.

option to renew: an **option** in a contract that allows a party to reinstate the contract for an additional term, beyond that stated in original contract, in accordance with contract terms.

original equipment manufacturer: a producer of equipment from components usually bought from another manufacturer.

P

packaging: the use of wrappings, cushioning materials, containers, markings, and related techniques to protect items from deterioration, prevent loss or damage, facilitate handling, and identify the item packaged.

partial payment: the payment authorized in a contract upon delivery of one or more units called for under the contract, or upon completion of one or more distinct items of service called for there under.

partnering: the establishment of a mutually beneficial relationship with a vendor or contractor for the specific performance of work where the relationship is trusting and supportive rather than adversarial.

partnership: an agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

part number: an identification number assigned to an individual part by the manufacturer or distributor of that part; usually includes a combination of alpha and/or numeric characters.

patent: a governmental grant of exclusive rights to the inventor to produce and sell the patented article for a given term.

payment bond: a bond which assures payments, as required by law, to all persons supplying labor or material for the completion of work under the contract.

payment terms: the terms applicable to the payment including any discount.

performance bond: a bond, executed subsequent to award by a successful bidder, to protect the buyer from loss due to the bidder's inability to complete the contract as agreed; secures the fulfillment of all contract requirements.

performance specification: a specification setting forth the capabilities and performance characteristics the article must satisfy.

person: any business, individual, union, committee, club, other organization, or group of individuals, other than a governmental unit.

personal property 1: tangible or intangible property, other than real property **2:** movable property subject to ownership, with exchangeable value.

piggyback method: a form of intergovernmental cooperative purchasing in which a large purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself.

point of origin: shipping point.

policy: a governing principle or plan which establishes the general parameters for the organization to follow in carrying out its responsibilities.

political subdivision: a subdivision of a state which has been delegated certain functions of local government. Can include counties, cities, towns, villages, hamlets, boroughs, or parishes.

practicable: possible; a situation where it is determined that a given factual result can occur.

pre-bid conference: meeting held with prospective bidders prior to solicitation of bids, to clarify any ambiguities, answer bidder questions, and ensure all bidders have a common basis of understanding regarding the supplies or services required.

pre-proposal conference: same as pre-bid conference, but for competitive proposals.

prequalification of bidders: the screening of potential vendors in which such factors as financial capability, reputation, and management are considered in order to develop a list of qualified vendors.

pre-solicitation conference: an informal meeting inviting comments and suggestions from a selected group of vendors on the draft of a proposed solicitation; usually solicitations involving high technology or complex services.

price: the total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

price analysis: the process of examining and evaluating price data without evaluating the separate cost elements or proposed profit (as is done in cost analysis) to assist in arriving at prices to be paid and costs to be reimbursed.

price fixing: agreements among competitors to sell at the same price.

pricing: the process of establishing a reasonable amount to be paid for supplies or services.

prime contract: a contract entered into by the jurisdiction with a business entity for the purpose of obtaining supplies, services or construction items of any kind.

principal 1: one who employs an agent **2:** a person who has authorized another to act for him/her.

priority: the degree of precedence given to a particular item or task over other items or tasks.

privity of contract: the direct contractual relationship existing between parties that allows either party to enforce contractual rights against the other and seek remedy directly from the other party with whom the relationship exists.

procedure: the detailed series of related activities that must be completed, and the order in which they must be done, to accomplish a given task.

procurement 1: purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction; includes all functions that pertain to the acquisition, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration **2:** the combined functions of purchasing, inventory control, traffic and transportation, receiving, receiving inspection, storekeeping, and salvage and disposal operations.

procurement method: method by which goods, services, or material may be acquired.

professional services: services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training, or direct assistance.

profit: the difference between the costs incurred by the contractor to provide the supplies, services, or construction and the amount received from the purchaser in payment.

progress payments: payments made in advance of full delivery as specified percentages of the total purchase are delivered, or certain stages of work performance are achieved.

proposal: in competitive negotiations, the document submitted by the offeror in response to the RFP to be used as the basis for negotiations for entering into a contract.

proprietary article: an item produced and marketed by a person or persons having the exclusive right to manufacture and sell it.

protest: a written objection by an interested party to an Invitation to Bid or RFP solicitation, or to a proposed award or award of a contract, with the intention of receiving a remedial result.

public bid opening: the process of opening and reading bids at the time and place specified in the Invitation to Bid and in the presence of anyone who wishes to attend.

public notice: announcement, for example, by mail or in a newspaper of general circulation, in reasonable time prior to the date and time of the event, to allow those interested to participate.

public purchasing: the process of economically obtaining supplies and services for public purpose and use.

purchase description: the words used in a solicitation to describe the supplies, services, or construction to be purchased; includes specifications that are attached to or made part of the solicitation.

purchase order: a purchaser's written document to a vendor formalizing all the terms and conditions of a proposed transaction, such as a description of the requested item(s), delivery schedule, terms of payment, and transportation.

purchaser: one who acquires goods and services on behalf of an organization.

purchasing: the act and the function of responsibility for the acquisition of equipment, materials, supplies, and services. In a narrow sense, the term describes the process of buying. In a broader sense, the term describes determining the need, selecting the vendor or contractor, arriving at fair and reasonable price and terms, preparing the contract or purchase order, and following up to ensure timely delivery.

purchasing ethics: moral principles or code to be respected and followed by purchasing personnel. Prohibits breach of the public trust by any attempt to realize personal gain by a public employee through conduct inconsistent with the proper discharge of the employee's duties.

Q

Qualified Products List (QPL): an approved list of supplies, services, or construction items, described by model or catalogue numbers, which, prior to competitive solicitation, the jurisdiction has determined will meet the applicable specification requirements.

quality: the composite of all attributes or characteristics, including performance, that satisfy a user's needs.

quantity discount: a discount or reduction in the unit price offered for large volume contracts.

quotation: a statement of price, terms of sale, and description of goods or services offered by a vendor to a prospective purchaser; may be non-binding if solicited to obtain market information for planning purposes.

quote: the response to a request for quotation.

R

real property 1: land and its permanently affixed buildings or structures **2:** any property which is not personal property.

reasonable cost: a cost that by its nature or amount does not exceed what would normally be incurred by an ordinarily prudent person in the conduct of competitive business.

rebate: a sum of money returned by the vendor to the purchaser in consideration for the purchase of an agreed upon quantity or value of goods, generally within a limited period of time.

receipt: written acknowledgment that one party has obtained money or something of value from the other, without any affirmative obligation upon either party.

receiving: the function of accepting from all sources all items of supply used in the organization.

rejection: refusal of a delivered supply or service that does not meet contract specifications or requirements.

remedies: a procedure or code providing means or methods to redress a wrong or obtain relief from a grievance.

request for proposal (RFP): all documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

request for quotation (RFQ): an informal solicitation or request for information, where oral or written quotes are obtained from vendors, without formal advertising or receipt of sealed bids. Used only where statutes do not require formal sealed bids, such as small or emergency purchases, but price competition is desired.

requirement: the specific supplies, services, or construction and the time period within which they are needed.

requisition: an internal document by which a using agency sends details of supplies, services, or materials required to the purchasing department.

requisition number: an alphanumeric code applied to a requisition for control purposes.

responsible bidder or offeror: a bidder or offeror who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

responsive bidder: a vendor who has submitted a bid which conforms in all material respects to the requirements stated in the Invitation to Bid.

restrictive specifications: specifications that unnecessarily limit competition by eliminating items capable of satisfactorily meeting actual needs, often by requiring features which exceed the minimum acceptable characteristics required for satisfactory performance.

retention: the withholding of a part of the payment due until final acceptance of the purchase by the purchaser, in accordance with the contract terms.

risk management: the identification, measurement, and treatment of property, liability, and personal loss exposures; includes analysis of potential risk situations and insurance needs, as well as the amount of financial coverage needed to protect the government.

S

sales representative: a person acting on behalf of a vendor who visits purchasers to discuss requirements.

sales tax: a levy on a vendor's sale by an authorized level of government.

salvage: property having some value in excess of its basic material content or scrap value, but is in such condition as to be no longer useable, and its repair or rehabilitation for use is clearly impractical.

sample: one or more units selected from the material or process lot and represented as a specimen of quality.

scrap 1: salvageable material that is damaged, defective, or deteriorated to the extent that it has no value except for its basic material content **2:** metallic materials that can be remelted to produce new metals.

sealed bid: a bid submitted in response to an invitation for bid. Bid is submitted in a sealed envelope to prevent dissemination of its contents before the deadline for the submission of all bids.

service contract: an agreement calling for a contractor's time and effort rather than for a product.

services: work performed to meet a demand, especially work not connected with a manufacturing process. The furnishing of labor, time, or effort by a contractor or vendor, not involving the delivery of any specific end product, other than reports that are incidental to the required performance.

set asides: a procedure whereby an established percentage of expenditures are designated for exclusive bidding or purchase from specified types of businesses.

shall: denotes the imperative in contract clauses or specifications.

shelf life: the length of time which an item of supply can be stored under specified environmental conditions and continue to remain suitable for its intended use.

shipping: the activities performed in preparation of the outgoing shipment of parts, products and components. Packaging, marking, weighing, and loading for shipment are parts of this activity.

site inspection: visit to the actual location where the contract is to be performed by potential bidders or offerors to become familiar with site conditions.

small business 1: an independently owned firm, corporation, or establishment, having a small number of employees, low volume of sales, small amount of assets, and limited impact on the market. Size of business characterized as "small" varies by industry and definition of the jurisdiction **2:** a United States business which is independently owned and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.

small purchase: any procurement not exceeding a given upper monetary limit, as established by law or regulation.

sole source procurement: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation, such as technical qualifications, ability to deliver at a particular time, or services from a public utility.

solicitation: a request for bids to provide supplies, services, or construction items.

source list: a record of prospective bidders for the purchase or sale of specific goods or services.

sovereign immunity: the principle which absolves the country, state, county, city from responding in damages for past injuries to another party.

specification: a description of the physical or functional characteristics, or of the nature of a supply, service, or construction item; the requirements to be satisfied by a product, material, or process indicating, if appropriate, the procedures to determine whether the requirements are satisfied.

standard: the result of an effort to produce standard specifications; a set of characteristics for an item, generally accepted by the manufacturers and users of the item, as required characteristics for all such items.

standard contract: a contract in a pre-established format containing certain pre-determined terms and conditions.

standardization of specifications: the process of establishing a single specification for an item, or range of items.

standard specification: a specification that is to be used for all or most purchases of an item; describes all required physical and functional characteristics of a good, service or construction.

statement of work (SOW): detailed description of the work which the purchasing jurisdiction wants the contractor to perform.

subcontract: a contract with another business entity entered into by a prime contractor or another subcontractor to obtain supplies, services, or construction items of any kind under a prime contract.

supplies: all property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land.

surety: an individual or corporation legally liable for the debt, default, or failure of a principal to satisfy the obligations of a contract.

surplus property: property in excess of the needs of an organization and not required for its foreseeable need.

suspension: the temporary exclusion of a person or company from participating in a procurement activity because of previous illegal or irresponsible action.

T

tabulation of bids: the recording of bids and bidding data listing items offered, prices, delivery schedules, etc., submitted in response to a solicitation for purposes of comparison, analysis, and record keeping.

technical specifications: specifications that establish the material and performance requirements of goods and services.

term contract: a contract in which a source of supply is established for a specified period of time for specified services or supplies; usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price.

termination for convenience: action by which the purchasing entity, in accordance with contract provisions, unilaterally

cancels all or part of the contract work for the best interest of the jurisdiction, and with no reflection on the contractor's performance.

termination for default: action by which the purchasing entity, in accordance with contract provisions, unilaterally cancels all or part of the contract work due to the contractor's failure to perform in accordance with the terms of the contract.

terms and conditions (Ts and Cs): all language in a contract, including applicable standard clauses and special provisions; the rules under which all bids must be submitted, and the stipulations, applicable to most contracts, often published by purchasing authorities for the information of all potential bidders.

testing: that element of inspection that determines the physical, chemical, performance properties, and functional operation of items, or components thereof, using established scientific principles and procedures.

title: the instrument or document whereby ownership of property is established.

trade-in value: the value obtained when trading one piece of equipment for another.

turnkey system: a system for which one vendor is responsible for the hardware, software, and support.

two-step procurement: a combination of competitive procedures designed to obtain the benefits of sealed bidding when adequate specifications are not available. Step one consists of a request for technical proposals, evaluations and discussions without pricing, and the selection of bidders whose proposals are considered most acceptable; step two consists of the submission of sealed priced bids by those who submitted acceptable technical proposals in step one.

U

Uniform Commercial Code (UCC): one of the uniform laws drafted by the National Conference of Commissioners on Uniform State Laws to simplify, clarify and modernize the law governing commercial transactions, and to make uniform the laws among the various jurisdictions; defines the rights and duties of parties in commercial situations and conforms the rules to modern commercial usages.

unilateral: one-sided.

unit: a standard or basic quantity into which an item of supply is divided, issued, or used, such as unit cost or unit of measurement.

unit cost: the cost of a unit of product or service, found by dividing the total costs for a given period or operation by the number of units produced in that period or operation.

unit of issue: the standard issue/measure of an item/order quantity or measure of an item, such as pound, pair, or package, used for procurement, storage, and issue.

unit price: the cost per unit of product or service.

unsuccessful bidder: a vendor whose bid was not accepted for reasons of price, quantity, or failure to comply with specifications.

upgrade: to improve the functionality or to increase the value of equipment or service.

V

value analysis: an organized effort to analyze the function of systems, products, specifications, standards, practices, and procedures in order to satisfy the required function most economically.

vendor file: the accumulated record maintained by the central purchasing authority on a vendor, including information on the vendor's relationship with the purchasing authority, application for inclusion on the bidders list, record of performance under contract, and correspondence.

volume discount: a reduction of price predicated on the size of an order, or on the total annual volume.

voucher: a written instrument showing that services have been performed, or goods purchased, and authorizes payment to be made to the vendor.

W-X-Y-Z

waiver of mistake or informality: the act of disregarding minor informalities, errors, or technical nonconformities in the bid which will not adversely affect the competition or prejudice one bidder in favor of another.

warranty: the representation, either expressed or implied, that a certain fact regarding the subject matter of a contract is presently true or will be true; a promise that certain facts are truly as they are represented to be and that they will remain so, subject to any specified limitation.

waste disposal: the act of getting rid of unwanted items.

Noncompetitive Procurement Request

Department:

Contact Person:

Phone:

Vendor:

Estimated amount of this purchase: \$

Contract Term Requesting:

Description of Product/Service:

RQ Number/Approval Date (Procurement will update):

Please complete the noncompetitive procurement request form and attach it to the requisition submitted via Oracle EBS.

1. In accordance with the Procurement Policy, please indicate which of the following sections of the policy is applicable to your request:

§3-205

§3-207

§3-208

Please provide justification in the box below to document the need and/or basis for the commodity or service using a noncompetitive procurement.

2. Please explain the purpose and intended outcome of this product/service by describing what the product/service is or does, what it is being used for, and how it benefits the citizens of Hillsborough County.
3. Explain why the product/service requested is the only product/service that can satisfy your requirements, why alternatives are unacceptable, and why the use of competitive sealed bidding or competitive sealed proposals is impractical, not financially advantageous, or in the County's best interest. Be specific in regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe any steps taken that aided in the determination.

Oracle Responsibility Required for Noncompetitive Procurement Request: BOCC Sourcing Team Member

4. Explain why this service provider, supplier, or manufacturer is the only available practical source in the marketplace from which to obtain this product or service and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and attach a letter from the manufacturer confirming, claims made by distributors of exclusive distributorships for the product or service, if, that is cited as a reason for this noncompetitive procurement request.)

5. Explanation of the current situation, e.g. current department inventory, and the expiration date of the current contract. Please provide your current and/or previous BPA/CPA/SPO, and historical usage information including BPA/CPA/SPO awarded amount and, the total amount released to date against the awarded BPA/CPA/SPO. If this request is more than 10% over the current released amount, justify why.

6. Please advise if this noncompetitive procurement request is a(n) (check all that apply):
 Experimental Trial Pilot Testing

7. Describe the result of your negotiation efforts with the vendor to obtain the best possible price (i.e., vendor's initial offer versus final offer). Indicate any price discounts that are being offered.

8. Explain why the price for this product or service is considered to be fair and reasonable. Include price comparisons with other government entities, when possible, and provide documentation to support the fair and reasonable pricing.

9. Explain what alternative(s) have been considered in lieu of this noncompetitive procurement request. Be specific in regards to your efforts towards reviewing similar products/alternatives in the marketplace and provide an estimated cost to move towards new equipment and/or technology.

10. Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one?)

11. Explain the consequence(s) to the County or Public, including a dollar estimate of the financial impact, if this noncompetitive procurement is not approved.

Oracle Responsibility Required for Noncompetitive Procurement Request: BOCC Sourcing Team Member

11. Funding/Budget Source: Operating
(Check all that apply) Capital – Indicate Project No(s): _____
 Grant – Indicate Grant title: _____
 Other: _____

I hereby request that a Noncompetitive Procurement be approved as described above.

Department Director's Signature

Date

Printed Name



**Hillsborough
County Florida**

**HILLSBOROUGH COUNTY ECONOMIC DEVELOPMENT DEPARTMENT
MINORITY & DISADVANTAGED BUSINESS DEVELOPMENT
OPERATIONAL PROCEDURES**

**SUBJECT: PROCEDURES FOR IMPLEMENTATION OF THE HILLSBOROUGH
COUNTY DISADVANTAGED MINORITY AND DISADVANTAGED
WOMEN BUSINESS ENTERPRISE PROGRAM AND THE SMALL
BUSINESS ENCOURAGEMENT PROGRAM**

EFFECTIVE DATE: 4/30/2021

REVISION DATE: 4/30/2021

VERSION NUMBER 12

POLICY STATEMENT

A. It is the policy of the Hillsborough County Board of County Commissioners (“BOCC”) to encourage the participation of all responsible businesses in Hillsborough County’s contracting and procurement activities.

B. Hillsborough County desires to provide incentives for the participation of DM/DWBEs in the County’s procurement and contracting activities for so long as these businesses are experiencing the effect of past discrimination and encourage the participation of all responsible Hillsborough County small businesses in the County’s procurement and contracting activities.

C. Pursuant to Administrative Order #13-01, the Hillsborough County Economic Development Department hereby establishes procedures (the “Operational Procedures”) for the implementation of the Hillsborough County Disadvantaged Minority/Disadvantaged Women Business Enterprise Program (“DM/DWBE”) and the Small Business Encouragement (“SBE”) Program (collectively, the “Programs”) in accordance with Board of County Commissioner Resolution No. R06-264, as amended by Resolution No. R11-020, Resolution No. R12-156, Resolution No. R15-105 and Resolution 16-120 (hereinafter, collectively, the “Resolutions”).

APPLICATION

These Operational Procedures shall apply to all Invitations to Bid and Requests for Proposals advertised by the County on or after the Effective Date hereof or advertised prior to the Effective Date but which remain unopened as of the Effective Date. Administrative Order 06-08 shall apply to all Invitations to Bids and Requests for Proposals, which were advertised and opened before the Effective Date of these Procedures.

PROCEDURES PART I DM/DWBE/SBE PROGRAMS

SECTION 1 – GENERAL REQUIREMENTS

- 1.1 The Affirmative Action Program, adopted by the BOCC, provides that contractors and vendors doing business with the County must comply with all applicable civil rights laws and regulations. Failure on the part of a bidder to meet these requirements may result in rejection of the Bid.
- 1.2 Contractors bear the sole responsibility to immediately review and otherwise familiarize themselves with the requirements of the DM/DWBE and SBE Programs. Any questions posed by contractors and vendors with regard to any of the requirements of these Programs should be referred to the Hillsborough County Economic Development Department.

SECTION 2 - DEFINITIONS

Any term defined in Appendix A, attached hereto and incorporated herein by reference, shall have the meaning ascribed therein for purposes of these Operational Procedures.

SECTION 3 – LIMITED WAIVER OF DM/DWBE REQUIREMENTS

At any time prior to the County's solicitation of an Invitation to Bid and/or Request for Proposal, the County Administrator, subject to BOCC approval, or the BOCC at any time, may grant a partial or complete waiver of the DM/DWBE requirements for any contract in which it is demonstrated that minority participation cannot be achieved as required by the DM/DWBE Program without detriment to public health, safety or welfare, including adverse financial impact to the County. The DM/DWBE Program requirements shall not be placed on emergency purchases when said emergency and/or emergency purchase is determined pursuant to any applicable BOCC and/or County Administrator policies, and the provisions set forth in Hillsborough County's Procurement Policy and/or Procurement Procedures.

SECTION 4 - DISCRIMINATION PROHIBITED

Pursuant to Hillsborough County Human Rights Ordinance (#00-37, as amended by #14-30), no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any Hillsborough County contract or procurement activity, on the grounds of race, color, religion, national origin, sex, age, marital status, disability, sexual orientation, or

gender identity or expression. Complaints may be filed with the Equal Opportunity Administrator's Office.

SECTION 5 – PROGRAM ADMINISTRATION

The County Administrator has the general responsibility for administering the DM/DWBE and SBE Programs in accordance with the Resolutions. The County Administrator hereby delegates to the Economic Development Department Director, or his or her designee, the day-to-day development, management, and implementation of the DM/DWBE and SBE Programs. In addition, for those projects that are, in whole or in part, funded by federal grants, the County Administrator shall amend administrative procedures to be consistent with the pertinent federal grant regulations or laws. Duties assigned to specific departments will be applicable to successor County Departments.

SECTION 6 - DM/DWBE & SBE PROGRAM DEVELOPMENT

- 6.1 The Programs are intended and designed to assist DM/DWBEs and SBE's in overcoming their economic disadvantage by providing such assistance as may be necessary and appropriate to enable these Businesses to secure County contracts, and to strengthen their financial and managerial skills to enable them to compete in the private sector.
- 6.2 For the purpose of developing the Programs, the County has adopted the business development concept referenced in the Business Opportunity Development Reform Act of 1988 (P.L. 100-656, 301 et sec.), which establishes two program stages: a Developmental Stage and a Transitional Stage.
 - 6.2.1 Developmental Stage of Program Participation – An eligible Program participant (i.e., a Business that is Certified and/or Registered in one or more of the County Programs), may receive:
 - a. Training in the County's procurement requirements and information regarding the availability of County contracting work, if applicable;
 - b. Assistance in identifying financial resources;
 - c. Management skills training for the purpose of upgrading performance standards. Such training may be provided through cost-free or cost-subsidized training programs offered by public and private agencies working with programs for economic development, and may include assistance with the development of business plans; and;
 - d. Business activity targeting assistance and training, i.e. Mentor/Protégé, matchmaker and partnering assistance from both Minority and non-Minority Businesses.
 - 6.2.2 Transitional Stage of Program Participation – An eligible Program participant in this stage will receive assistance similar to that provided

in the Developmental Stage. In addition, such participants will be encouraged to attain the business goals/activities targeted in their business plans, (for example, increased revenues and/or contracts in the public and private sectors). DM/DWBE participants in this phase are expected to transition into the Small Business Enterprise Program which is described in Part III of these Operational Procedures.

SECTION 7 – GOALS

7.1 DM/DWBE EMPLOYMENT

A goal of 17.9% has been set for Minority group employment and 6.9% for Women on County Construction contracts regardless of the funding source. These goal levels are consistent with the levels established by the U.S. Department of Labor for this Standard Metropolitan Statistical Area (SMSA). Contractors awarded such Construction projects are encouraged to achieve these Minority and Women employment goals when vacancies occur within their workforce.

7.2. DM/DWBE GOAL ATTAINMENT CREDIT

7.2.1 DM/DWBE Firms Must be Certified - Certification as to DM/DWBE status is generally obtained within thirty (30) Days of completion of the application requirements. In order to be counted toward goal attainment and in order to participate in the County's DM/DWBE Program, the applicable DM/DWBE must be certified, pursuant to Part II Section 1 of these Operational Procedures, at the time of Bid opening/Proposal submittal.

7.2.2 Additional Credit Toward Goal Attainment Before Contract Award – If, prior to the County's award of a Contract, a bidder/Prime Contractor submits additional DM/DWBE subcontract agreements and/or Letters of Intent that are over and above what is listed on the bidder's Subcontractor/Material Suppliers List (MBE-1 Form). Then those additional firms and/or monetary amounts will be credited toward Bidder's DM/DWBE participation goal attainment. However, the bidder must first be deemed to be responsive to the goal either through the MBE-1 Form or the achievement of good faith efforts in order to receive this additional credit toward goal attainment.

7.2.3. Additional Credit Toward Goal Attainment After Contract Award - If during the course of a Contract, regardless of type, if a Prime Contractor wishes to utilize additional Certified DM/DWBE Subcontractors for the project, then this shall be allowed with the approval by the County's Economic Development Department/Minority & Disadvantaged Business Development Office and will be counted towards the County's overall goal attainment for the applicable project/Contract.

7.3 2ND TIER REPORTING

Any County contract over Twenty Million Dollars (\$20,000,000) will be eligible to utilize 2nd Tier Minority reporting (Minority Subcontractor of 1st Tier Subcontractor) for goal attainment.

7.4 COMMODITIES

7.4.1 Goal - The County hereby establishes an annual DM/DWBE participation goal of ten percent (10%) for Commodity contracts that are procured competitively by the County.

7.4.2 Outreach Activities - The County shall maximize DM/DWBE participation by utilizing the following outreach activities, where appropriate:

- a. Solicitation of Certified DM/DWBEs - For all purchases, regardless of procedures followed, the County will attempt to maximize opportunities for DM/DWBE Firms by ensuring that whenever a Certified DM/DWBE Firm is listed in a particular Commodity category, that Firm will be included in the County's broadcast list soliciting the submission of Bids, Proposals or quotes for the applicable category.
- b. Advertising - the County may utilize Minority-focused media to inform DM/DWBE Firms of upcoming contract opportunities.
- c. Specification Development - The Procurement Services Department and the Economic Development Department will work with user County departments to make modifications or alterations to procurement specifications to encourage competitive bidding by DM/DWBE Firms.
- d. Tie Bids - If a tie bid occurs, Certified DM/DWBE Firms will receive preference as outlined in the Hillsborough County Procurement Policies and Procedures Manual.

7.5 CONTRACTUAL SERVICES

7.5.1 Goal - The County hereby establishes an annual DM/DWBE goal of ten percent (10%) for Contractual Services that are procured competitively by the County.

7.5.2 Bonus Points - The County may establish a bonus point system for those contracts for Contractual Services which contain subcontracting opportunities for DM/DWBEs in order to promote the participation of DM/DWBE Firms.

7.5.3 Outreach Activities - The County shall maximize DM/DWBE participation by utilizing the following outreach activities, where appropriate:

- a. Solicitation of Certified DM/DWBEs - For all purchases, regardless of procedures followed, the County will attempt to maximize opportunities for DM/DWBE Firms by ensuring that whenever a Certified DM/DWBE Firm is listed in a particular Contractual Services category, that Firm will be included in the County's broadcast list soliciting the submission of Bids, Proposals or quotes for the applicable category.
- b. Advertising - the County may utilize Minority-focused media to inform DM/DWBE Firms of upcoming contract opportunities.
- c. Specification Development - The Procurement Services Department and the Economic Development Department will work with user County departments to make modifications or alterations to procurement specifications to encourage competitive bidding by DM/DWBE Firms.
- d. Tie Bids - If a tie bid occurs, Certified DM/DWBE Firms will receive preference as outlined in the Hillsborough County Procurement Policies and Procedures Manual.

7.5.4 Bonus Points for RFP Solicitations

- a. All Requests for Proposals (RFPs) for Contractual Services shall include a provision for bonus points for DM/DWBE utilization.
- b. An amount equal to five percent (5%) of the maximum allowable points applicable to a given RFP shall be awarded as bonus points to any Proposer who issues a written commitment to subcontract a minimum of ten percent (10%) of its contract dollar amount to a Certified DM/DWBE.
- c. Proposer is required to submit its request for bonus points/Letter of Commitment and all supporting documentation with its Proposal.
- d. All DM/DWBE firms identified in proposer's Proposal must either be certified with the County as a DM/DWBE or have reciprocal certification with the County by the Proposal submittal deadline in order for proposer's Proposal to be considered for the award of DM/DWBE bonus points.
- e. In the event the proposer receives bonus points for its identification of a DM/DWBE firm in its Proposal, then the proposer shall be committed to the utilization of such firm for at least ten percent (10%) of the contract dollar amount for any contract resulting from the RFP.
- f. The proposer is required to furnish all necessary information and documentation to the County in order to receive bonus points. Proposer's request for bonus points must be made on proposer's

letterhead and must include the following information which shall constitute the Letter of Commitment:

- (i) The RFP number and title of the procurement solicitation;
- (ii) The name of the DM/DWBEs firms to be utilized;
- (iii) The percentage of fees that will be subcontracted to that firm (which must be 10% or more);
- (iv) A commitment from the proposer stating that 10% or more of its ultimate fees will be subcontracted to that DM/DWBE firm; and
- (v) The following documents should be attached to the Letter of Commitment:
 - A) A letter of intent from the DM/DWBE firm on the DM/DWBE's letterhead stating its intent to perform the services and the scope of work. The letter should reference this RFP specifically and should be signed by the firm's owner/managing partner; and
 - B) A copy of the DM/DWBE's current DM/DWBE certification and/or registration. If the DM/DWBE is seeking reciprocal certification with the County, then a letter from the certifying jurisdiction or copy of the certification document evidencing certification by the certifying jurisdiction must be attached.

Failure to comply with any of the above requirements may result in a denial of the proposer's request for bonus points.

- g. If a proposer receives bonus points and is ultimately awarded a contract pursuant to the RFP, then the proposer/Contractor will be required to submit to the County a copy of the executed subcontract agreement with the DM/DWBE firm(s) listed in proposer's Letter of Commitment. Proposer/Contractor shall also be required to utilize the County's Vendor Compliance System (B2GNOW) on a monthly basis to report utilization and payments to all DM/DWBE firms/subcontractors in that monthly period. Proposer's/Contractor's failure to comply with any of the requirements in this paragraph may result in the denial of bonus points to the proposer/Contractor in future County procurements.
- h. The Minority & Disadvantaged Business Development Office, Economic Development Department, will be responsible for reviewing requests for bonus points and for the assignment of these points.

7.6 CONSULTING SERVICES/CCNA CONTRACTS

7.6.1 Goal – The County hereby establishes an annual DM/DWBE participation goal of ten percent (10%) for professional Consulting Services contracts.

7.6.2 Contracting Opportunities - The County will provide contracting opportunities for professional architectural and engineering Consulting Services pursuant to Section 287.055, Florida Statutes, known as the "Consultant's Competitive Negotiation Act" (CCNA).

7.6.3 Bonus Points

- a. The County will award bonus points to proposing consultants for their written commitment to utilize Certified DM/DWBE Firms.
- b. Bonus points will be applicable to a proposing consultant's utilization of DM/DWBE Firms Certified by the Hillsborough County Minority & Disadvantaged Business Development Office, Economic Development Department and those Firms eligible for provisional reciprocity who are certified by other jurisdictions within the State of Florida. Provisional reciprocity shall be consistent with the provisions set forth in Part II, Section 4 of these Operational Procedures.
- c. The Minority & Disadvantaged Business Development Office, Economic Development Department, will be responsible for reviewing requests for bonus points and for the assignment of these points.
- d. Bonus points shall be awarded as follows:
 - (i) Five (5) points to a non-DM/DWBE who proposes as a Prime consultant and who makes a written commitment to pay a minimum of ten percent (10%) of its ultimate fee to a Certified DM/DWBE sub-consultant.
 - (ii) Bonus points are not cumulative.
- e. Upon award of a contract to the Prime consultant, that consultant shall provide the Minority & Disadvantaged Business Development Office with a copy of a properly executed subcontract agreement with each of the DM/DWBE firms listed in its proposal letter and/or executed letters of intent with each of the DM/DWBE firms listed in its proposal. This documentation should be received by the Minority & Disadvantaged Business Development Office within thirty (30) Days of the County's award of the contract to the Prime consultant and/or issuance of a valid task/work order by the

County. If the parties are unable to successfully negotiate a subcontract agreement within this time frame, the Prime consultant shall advise the Minority & Disadvantaged Business Development Office of the impasse reached in the negotiations. Upon review of the facts, if, in the best interests of the County, it is determined that a substitution of the DM/DWBE may be warranted, the Minority & Disadvantaged Business Development Office will advise the Prime consultant to select a substitute DM/DWBE. A substitute DM/DWBE must meet the same Certification requirements as the originally proposed DM/DWBE, and the substitution must be authorized by the Minority & Disadvantaged Business Development Office.

- f. In the event of changing circumstances that are beyond the control of the Prime consultant (such as changes made by the County in the scope of work to be performed or the inability of the proposed DM/DWBE to perform the required services), the Prime consultant shall submit a written explanation of the changed circumstances to the Minority & Disadvantaged Business Development Office and shall request a substitution of the original proposed DM/DWBE subconsultant/Supplier with another DM/DWBE. The purpose of this required substitution will be to ensure proper utilization of DM/DWBE Firms in the project consistent with the original award of bonus points in the selection process. The substitute DM/DWBE must meet the same Certification requirements as the originally proposed DM/DWBE, and the substitution must be authorized by the Minority & Disadvantaged Business Development Office.
- g. Pursuant to DM/DWBE provisions outlined in the Agreement for Professional Services, the County reserves the right to audit the Prime consultant's records pertaining to the project at any time during the term of the agreement and for a period of five (5) years after the completion of work or termination of the agreement, whichever is later.
- h. Should a Prime consultant issue a letter of protest regarding the award/non-award of bonus points, the protest will be handled in strict accordance with Hillsborough County Ordinance No. 13-24 – Hillsborough County Procurement Protest Policy and Procedures Ordinance.

7.7 ALL CONSTRUCTION CONTRACTS OF \$200,000 OR MORE

- 7.7.1 Overall Goal - The County hereby establishes an annual DM/DWBE participation goal of twenty percent (20%) for Construction contracts. This goal applies to all Construction-related procurements for projects with an estimated value of Two Hundred Thousand Dollars (\$200,000) and above; except when a project is approved for an SBE set-aside. Construction Contracts identified and approved under the SBE set-aside provision will be exempt from inclusion of DM/DWBE requirements.

Where possible, the desired breakdown of DM/DWBE participation in Construction contracts should reflect fourteen percent (14%) of the contract price being provided to DMBEs and six percent (6%) to DWBEs. Target annual percentages are as follows:

DM/DWBEs - 20% goal

Black	6%
Hispanic	6%
Women	6%
Other	2%

**These percentages are not requirements (they are goals)

7.7.2 Project-Specific Goals

- a. Specific goals for each Construction project shall be adopted on a project-by-project basis.
- b. Project-specific goals will be established by the Goal Setting Committee prior to the Bid/Proposal solicitation being issued by the County.
- c. Goal Limit - The goal on any individual project shall not exceed thirty percent (30%).
- d. Goal Setting Committee – the Goal Setting Committee will be responsible for establishing project-specific goals for Construction projects. This Committee shall be composed of the following persons: one (1) representative from the County’s Department of Public Works/Capital Programs, one (1) representative from the user Department/agency, one (1) representative from the County’s Public Utilities Department/Water Resources, and two (2) representatives from the Minority & Disadvantaged Business Development Office. One of the two representatives from the Minority & Disadvantaged Business Development Office will serve as chair of the Committee.
- e. Factors in setting project-specific goals - When setting project-specific contract goals, the Goal Setting Committee shall consider the following factors: (i) the type of work required to be performed under the contract; (ii) the type of subcontracting opportunities available under the contract ; (iii) the number of Certified DM/DWBEs eligible to perform the subcontracting work; (iv) the past experience of the County in meeting its goals; and (v) any special circumstances relating to the project, such as scheduling constraints, constructability requirements, federal and grant requirements, etc. Goals shall not be placed on Federally-funded or grant-funded projects/procurements as these procurements are subject to their own dedicated rules and regulations. The following is the procedure for establishing project-specific goals:

- (i) The project designer or designated County staff will break down the project and identify the various components of the project to be constructed;
- (ii) The project designer or designated County staff will submit a scope of work and a breakdown sheet with each component/dollar value to the Economic Development Department of the potential subcontracting opportunities in the project and the estimated percentage that each subcontract component bears to the total project using generally accepted construction methods, practices and procedures. The breakdown shall include the scope of the anticipated work for each component to be subcontracted and the qualifications required of the Subcontractor to do the work. The breakdown shall also identify if the project must meet EPA or other Federal grant requirements;
- (iii) The Economic Development Department will review the County' list of Certified DM/DWBEs and determine the availability of DM/DWBE Certified Subcontractors qualified to do the work on each possible subcontractable component;
- (iv) Upon completion and review of the breakdown, the Minority & Disadvantaged Business Development Office will schedule a time for convening the Goal Setting Committee;
- (v) The Economic Development Department shall provide a recommendation of Certified DM/DWBE Subcontractors for each component of work to the Goal Setting Committee;
- (vi) The Goal Setting Committee shall set the goals for each project based upon the availability of Certified DM/DWBEs; and
- (vii) Each subcontract component for which there are at least three (3) Certified DM/DWBE Subcontractors may constitute an element for calculating the goals to be established by the Goal Setting Committee.

7.7.3 DM/DWBE Prime Contractors – Any Certified DM/DWBE Firm that bids as a Prime contractor on a Construction project, shall be subject to the same DM/DWBE Subcontractor participation goals as a non-DM/DWBE.

7.7.4 Application of Goals

- a. The established goal shall be applied to the full monetary value of the contract (excluding the value of possible alternates) and be reflected in the monetary portion spent on subcontracts for consulting and Construction services awarded to those DM/DWBEs meeting contract specifications.
- b. Fifty percent (50%) of the total value of supplies furnished by a Certified DM/DWBE will be credited toward the goals established

for the project provided that the Supplier is not a manufacturer. If the DM/DWBE Supplier also manufactures the goods, then full credit will be given.

- c. Prime contractors will receive credit for DM/DWBE subcontracts for goal attainment only for Subcontractors who are Certified and licensed, if required, in the specific area of expertise for which credit is sought at the time of the applicable Bid/Proposal submittal deadline. Bidders may use any DM/DWBE Certified by Hillsborough County, or other governmental agencies identified pursuant to Part II, Section 4 of these Operational Procedures.
- d. Projects valued over Twenty Million Dollars (\$20,000,000) - Prime contractors will be allowed to utilize second tier Minority reporting (Minority Subcontractor to 1st tier Subcontractor) for goal attainment in projects valued over \$20,000,000. Online compliance audits will be performed in the B2G vendor compliance system for both 2nd and 1st tier Subcontractors.
- e. Emergency purchases, Federally-funded procurements, procurements under the Community Development Block Grant Program (CDBG), and procurements utilizing grant funds are exempt from the DM/DWBE Program requirements, as these procurements are subject to their own dedicated rules and regulations.

7.7.5 Joint Ventures - A Joint Venture consisting of a Certified DM/DWBE and non-Minority Business, functioning as a Prime contractor will be credited with Minority participation on the basis of the percentage of participation in the work, risk and profit by the DM/DWBE. Joint Venture Applications must be submitted to the Economic Development Department for review and approval prior to submission of the applicable Bids/Proposals. The Joint Venture Application must indicate compliance with Chapter 489, Florida Statutes. The approved Joint Venture Application shall be submitted with the bid.

7.7.6 Contracts with no Specified Project Goal - For Construction contracts for which no project by project goal was set because it was estimated by the County at a price of less than Two Hundred Thousand Dollars (\$200,000), but for which the bid or bids received equals or exceeds Two Hundred Thousand Dollars (\$200,000), the County's annual 20% construction goals shall apply.

7.7.7 Contracts with a Specified Project Goal - For Construction contracts for which a project goal is established but for which the bid submitted is less than Two Hundred Thousand Dollars (\$200,000), the established goal will not apply in the determination of a bidder's responsiveness to these requirements.

7.7.8 Public / Private Affordable Housing Initiatives - In instances where the BOCC participates with a private developer in a Construction project for

the good of the community, (such as in the case of affordable housing projects through the County's Affordable Housing Department), the Minority & Disadvantaged Business Development Office shall coordinate with the applicable developer to ensure that maximum opportunities for participation are afforded to Certified DM/DWBE Firms. These projects shall be monitored by the County's Affordable Housing Department.

7.7.9 Work/Term Contracts

- a. Work/Term Contracts are ones in which miscellaneous tasks are periodically assigned on an as-needed basis. The scope of services needed to complete each task may vary in size and complexity. Therefore, the DM/DWBE reporting requirements are altered for these types of contracts.
- b. The Goal Setting Committee shall establish a goal for each Work/Term contract that is valued at Two Hundred Thousand Dollars (\$200,000) or more.
- c. Bidders/Proposers will be required to list their potential Subcontractors on the MBE Page-1 (Subcontractors/Material Suppliers List) which is submitted with their Bid/Proposal. Such documentation of compliance shall be the responsibility of the successful bidder. The apparent low bidder shall provide the County with letters of intent for its listed Subcontractors within five (5) Business Days of notification by the County of low bidder status.
- d. When issuing work orders to the successful bidder (contractor), the County fully expects that such contractor will have the Firms on the contractor's list of potential DM/DWBEs participate in providing the goods/services set forth in the work orders. The contractor shall provide documentation online in the Vendor Compliance System to the Minority & Disadvantaged Business Development Office on a monthly basis which delineates the level of DM/DWBE participation that the contractor achieved during the applicable month, or evidence of good faith efforts expended in attempts to utilize DM/DWBE Firms.
- e. The above MBE requirements are deemed waived when a Work/Term contract has been identified as an SBE set-aside.
- f. Since the County retains the exclusive option to renew a Work/Term contract for additional periods, the Minority & Disadvantaged Business Development Office shall provide to the user Department/agency and Procurement Services a written report which evaluates the contractor's compliance with the County's DM/DWBE Program requirements during the first year of the contract. If the determination is made that the contractor's actions were not in compliance with the County's DM/DWBE requirements, the Minority & Disadvantaged

Business Development Office may recommend that the contract not be renewed for the additional period.

7.7.10 CM At-Risk Construction Contracts - For CM At-Risk procurements, the following procedures shall apply:

- a. The County's annual DM/DWBE participation goal for construction contracts, including CM At-Risk contracts, is twenty percent (20%).
- b. Notwithstanding the above, specific goals for each project shall be adopted on a project-by-project basis.
- c. The specific goals will be established by the County's DM/DWBE Goal Setting Committee prior to bid solicitation.
- d. The CM At-Risk Contractor shall be contractually obligated to meet the goal or demonstrate that it has made Good Faith Efforts to do so. The CM At-Risk Contractor shall also be contractually obligated to meet the County's Equal Opportunity requirements or demonstrate that it has made Good Faith Efforts to do so.
- e. Within thirty (30) Days of the Notice to Proceed with Work date and prior to issuance of the Notice to Proceed with Construction by the County, the CM At-Risk Contractor shall submit copies of records and supporting documentation to the Minority & Disadvantaged Business Development Office that document evidence of its compliance with the County's DM/DWBE requirements, i.e., executed subcontract agreements, purchase order agreements and evidence of Good Faith Efforts.
- f. The CM At-Risk Contractor shall also submit an Equal Employment Opportunity Questionnaire & Affirmative Action Plan for its Firm as evidence of its compliance with the County's Equal Opportunity requirements.

7.7.11 Design-Build Construction Contracts- Competitive Selection with Guaranteed Maximum Price (GMP) - the following procedures shall apply:

- a. The County's annual DM/DWBE participation goal for construction contracts, including Design-Build contracts is twenty percent (20%).
- b. Notwithstanding the above, specific goals for each project shall be adopted on a project-by-project basis.
- c. The specific goals will be established by the County's DM/DWBE Goal Setting Committee prior to bid solicitation to include both the design and construction.
- d. The Design-Builder shall be contractually obligated to meet the goal or demonstrate that it has made Good Faith Efforts to do so. The Design-Builder shall also be contractually obligated to meet the County's Equal Opportunity requirements or demonstrate that it has

made Good Faith Efforts to do so.

- e. After Notice to Proceed with Design and prior to issuance of the Notice to Proceed with Construction by the County, the Design-Builder shall submit copies of records and supporting documentation to the Minority & Disadvantaged Business Development Office that document evidence of its compliance with the County's DM/DWBE requirements, i.e., executed subcontract agreements, purchase order agreements and evidence of Good Faith Efforts.
- f. The Design-Builder shall also submit an Equal Employment Opportunity Questionnaire & Affirmative Action Plan for its Firm as evidence of its compliance with the County's Equal Opportunity requirements.

7.7.12 Design-Build Construction Contracts – Qualifications based selection ONLY – the following procedures shall apply:

- a. The County's annual DM/DWBE participation goal for construction contracts, including Design-Build contracts, is twenty percent (20%).
- b. Notwithstanding the above, specific goals for each project shall be adopted on a project-by-project basis.
- c. The specific goals will be established by the County's DM/DWBE Goal Setting Committee prior to bid solicitation.
- d. The County will award bonus points to proposing entities for their written commitment to utilize Certified DM/DWBE Firms as subconsultants in the design phase.
- e. Bonus points will be applicable to a proposing Design-Builder's utilization of DM/DWBE Firms Certified by the Hillsborough County Minority & Disadvantaged Business Development Office, Economic Development Department and those Firms eligible for provisional reciprocity who are certified by other jurisdictions within the State of Florida. Provisional reciprocity shall be consistent with the provisions set forth in Part II, Section 4 of these Operational Procedures.
- f. The Minority & Disadvantaged Business Development Office, Economic Development Department, will be responsible for reviewing requests for bonus points and for the assignment of these points.
- g. Bonus points shall be awarded as follows:
 - i. Five (5) points to a non-DM/DWBE who proposes as a Prime consultant and who makes a written commitment to pay a minimum of ten percent (10%) of its ultimate design fee to a Certified DM/DWBE sub-consultant.

- ii. A firm that elects to request bonus points will still be contractually obligated to meet the established overall DM/DWBE goal set for the project which is based on the total contract price. Funds utilized with DM/DWBE professional subcontractors in the design phase will be counted toward overall goal attainment. The remainder of the dollars to meet the overall goal will be achieved by utilizing subcontractors in the Construction Phase of the project. (i.e. Funds spent in the design phase for minority sub-consultants, plus funds spent in the construction phase with minority subcontractors combined must meet the dollar value of the overall goal set for the project.)
- h. The Design-Builder shall be contractually obligated to meet the goal or demonstrate that it has made Good Faith Efforts to do so. The Design-Builder shall also be contractually obligated to meet the County's Equal Opportunity requirements or demonstrate that it has made Good Faith Efforts to do so.
- i. After Notice to Proceed with Design and prior to issuance of the Notice to Proceed with Construction by the County, the Design-Builder shall submit copies of records and supporting documentation to the Minority & Disadvantaged Business Development Office that document evidence of its compliance with the County's DM/DWBE requirements, i.e., executed subcontract agreements, purchase order agreements and evidence of Good Faith Efforts.
- j. The Design-Builder shall also submit an Equal Employment Opportunity Questionnaire & Affirmative Action Plan for its Firm as evidence of its compliance with the County's Equal Opportunity requirements.

7.7.13 Advertising - the County may utilize Minority-focused media to inform DM/DWBE Firms of upcoming contract opportunities.

7.8 CONTRACT PRE-AWARD REVIEW FOR CONSTRUCTION BIDS

7.8.1 Subcontractor/Material Suppliers List - The bidder is required to provide Procurement Services with the Subcontractors/Material Suppliers List as part of its Bid/Proposal submitted to the County by the Bid submittal deadline.

7.8.2 Good Faith Efforts Determination Form:

- a. All bidders are encouraged to complete and submit the Good Faith Efforts Determination Form and all supporting documentation within five (5) Business Days of the Bid submittal deadline in the event the DM/DWBE goal is not achieved in their Bid/Proposal.
- b. The apparent low bidder shall be required to complete and submit the Good Faith Efforts Determination Form and all supporting documentation within five (5) Business Days after its notification of low

bidder status by the County's Procurement Services Department in the event the DM/DWBE goal is not achieved.

7.8.3 Additional Documentation of Efforts to Meet DM/DWBE Participation Goal - In addition to the Good Faith Efforts Determination Form described in Section 7.8.2 above, bidders should submit additional documentation of their efforts to meet the established DM/DWBE participation goal. This additional documentation should be submitted at the same time bidders submit their Good Faith Efforts Determination Form to the County. Such additional documentation shall include:

- a. Evidence of total efforts expended toward meeting the established DM/DWBE Program goals.
- b. A list of each DM/DWBE contacted but determined to be unavailable to work on the project.

7.8.4 Joint Venture Disclosure Affidavit – Where there is a Joint Venture consisting of a non-Minority and a Minority Business and such Joint Venture is the Prime bidder/contractor or is intended to be used by a Prime contractor as a Subcontractor for the purpose of meeting the County's Program participation goals, a Joint Venture Disclosure Affidavit showing the extent of the DM/DWBE participation must be submitted to the County no later than ten (10) Business Days *prior* to the Bid submittal deadline for review and approval by the Economic Development Department. Joint Ventures that have been approved pursuant to Part II, Section 5 of these Operation Procedures will be credited with the proportional percentage of the Minority and/or Woman Business' participation in the work, risk, and profits of the Joint Venture for the purpose of meeting the County's DM/DWBE goal.

7.8.5 Compliance Reviews - The Economic Development Department may perform Affirmative Action/Equal Opportunity and DM/DWBE participation compliance reviews on the three (3) apparent low bidders concurrently in order to reduce the County's Bid review time. Each Bid is reviewed on its own merits.

7.8.6 Additional Documentation Required to be Submitted by Apparent Low Bidder - The apparent low bidder shall submit the following documents to the County within the specified time frames:

- a. An executed subcontract agreement or Letter of Intent for each DM/DWBE Firm listed in the apparent low bidder's Bid (Subcontractors/Material Suppliers List – MBE-1 Form) must be submitted within five (5) Business Days after the County's notification of low bidder status. Subcontractor agreements and/or Letters of Intent must be in monetary amounts that are no less than fifteen percent (15%) of what is listed on the bidder's Subcontractor/Material Suppliers List. However, such monetary deviations must either meet the DM/DWBE participation goal or the bidder must achieve good faith efforts to achieve the goal. Failure of the apparent low bidder to submit executed

DM/DWBE subcontracts and/or Letters of Intent that are consistent with bidder's Subcontractor/Material Suppliers List (subject to the 15% permissible deviation set forth above) shall result in the omitted/affected subcontracts not being credited toward goal attainment and may result in a finding of non-responsiveness to the DM/DWBE Program requirements. Subcontract agreements and/or Letters of Intent submitted for Certified DM/DWBEs that are over and above the proposed Firms listed in the apparent low bidder's Bid Subcontractor/Materials Suppliers List will also be credited towards goal attainment. However, the bidder must first be deemed to be responsive to the goal either through the Subcontractor/Material Suppliers List or the achievement of good faith efforts in order to receive this additional credit. DM/DWBE certification must be verified in order for credit to be received.

- b. Proof of DM/DWBE certification from the certifying jurisdiction(s) for all DM/DWBE Firms for which the bidder is requesting provisional reciprocity pursuant to Part II, Section 4 of these Operational Procedures. The low bidder must submit this documentation to the County within five (5) Business Days after notification of low bidder status has been issued to the apparent low bidder.
- c. A copy of bidder's written Affirmative Action/Equal Employment Opportunity Policy/Program if bidder's firm has fifteen (15) or more employees, or a copy of bidder's written Affirmative Action Policy Statement if bidder's firm has fewer than fifteen (15) employees. A copy of bidder's Affirmative Action and Equal Employment Opportunity Policy or Statement should be submitted to the County within five (5) Business Days after notification of low bidder status has been issued to the apparent low bidder, and must be submitted no later than fifteen (15) Business Days after notification of low bidder status. If the bidder does not have such a policy/program in place, then bidder must complete and submit the forms included in the County's Affirmative Action/Equal Employment Opportunity Packet ("AA/EEO Packet") included in the County's bid solicitation. The County's AA/EEO Packet shall comprise of the following forms/documents:
 - (i) Affirmative Action Policy Statement;
 - (ii) Equal Employment Opportunity Policy;
 - (iii) Affirmative Action Plan Self-Analysis;
 - (iv) Affirmative Action Plan Goals;
 - (v) Affirmative Action Plan Corrective Actions;

- (vi) Affirmative Action Plan Complaint Procedure;
- (vii) Statement of Adherence to Regulations Requiring Non-Discrimination in the Employment of Handicapped Persons, Disabled Veterans and Veterans of the Vietnam Era; and
- (viii) Plan to Provide DM/DWBEs with Procurement Opportunities.

If bidder's existing AA/EEO Policy does not contain some of the information outlined in the County's AA/EEO Packet, then the bidder must complete the applicable County form from the County's AA/EEO Packet and submit such form to the County within the time frame set forth above in this subsection. If bidder does not have an existing AA Policy Statement, then bidder may utilize the Affirmative Action Policy Statement included in the County's AA/EEO Packet.

- d. The Affirmative Action Plan Self-Analysis Forms included in the County's AA/EEO Packet must be submitted no later than fifteen (15) Business Days after notification of low bidder status.

7.9 GOOD FAITH EFFORTS

7.9.1 Contractors submitting Bids to provide Construction services to the County will be evaluated on their compliance with both Minority and Women group employment levels, as well as the DM/DWBE participation goals as established by the Program.

7.9.2 Good Faith Efforts Determination Form: When applicable, a Good Faith Efforts Determination Form will be included in the Bid/Proposal solicitations issued by the County.

- a. All bidders are encouraged to complete and submit the Good Faith Efforts Determination Form and all supporting documentation within five (5) Business Days of the Bid submittal deadline in the event the DM/DWBE goal is not achieved in their Bid/Proposal.

- b. The apparent low bidder shall be required to complete and submit the Good Faith Efforts Determination Form and all supporting documentation within five (5) Business Days after its notification of low bidder status by the County's Procurement Services Department in the event the DM/DWBE goal is not achieved in its Bid/Proposal.

7.9.3 In order to be viewed as "good faith" efforts, a contractor's efforts should be those that could reasonably be expected from a contractor who was actively and aggressively seeking to obtain DM/DWBE participation. Contractors must solicit quotes in good faith from interested DM/DWBE Firms. Quotes, Proposals and Bids from interested DM/DWBE Firms must not be rejected without reasonable justification.

DM/DWBE Subcontractors must also exhibit good faith in their responses to the contractor's solicitations.

7.9.4 The submitted Good Faith Efforts will be evaluated and quantified to determine whether participation is in compliance with the County's Good Faith Efforts criteria. Bidders will be deemed in compliance if an overall score of seventy percent (70%) or a minimum of 882 points is achieved. Such an overall score may be inclusive of any bonus point opportunity that is provided in the County's Good Faith Efforts evaluation criteria.

7.9.5 The County shall consider the following criteria in determining Good Faith Efforts:

- a. Attendance at the pre-Bid conference by a senior member of the contractor Firm or project management staff; if no pre-Bid conference is held, then participation by the contractor Firm in online discussions related to the procurement solicitation may be used to evaluate GFE points;
- b. Whether and when the contractor provided written notice, by mail facsimile, e-mail or hand delivery, to all Certified DM/DWBEs that perform the type of work to be subcontracted, advising the DM/DWBE of the following:
 - (i) of the specific work the contractor intends to subcontract;
 - (ii) that their interest in the contract is being solicited; and
 - (iii) how to obtain information for the review and inspection of contract plans and specifications;
- c. Whether the contractor selected economically feasible portions of work to be performed by DM/DWBE including, where appropriate, breaking contracts or combining elements of work into economically feasible units. The ability of the contractor to perform the work with its own work force will not, in itself, excuse a contractor from making positive efforts to meet DM/DWBE contract goals;
- d. Whether the contractor submitted to the County all quotations received from DM/DWBEs; and for those quotations not accepted, an explanation and documentation of why the DM/DWBE will not be used during the course of the contract;

Receipt of a lower quotation from a non-DM/DWBE will not, in itself, excuse a contractor's failure to meet DM/DWBE contract goals. Price alone does not constitute an acceptable basis for rejecting DM/DWBE Subcontractor bids unless the contractor can demonstrate/document that no reasonable price can be obtained from a DM/DWBE;

- e. Whether the contractor submitted documentation that indicates assistance provided to interested DM/DWBEs in reviewing the contract plans and specifications;
- f. Whether the contractor submitted documentation that indicates assistance provided to interested DM/DWBEs in obtaining bonding, insurance and lines of credit;
- g. Whether the contractor's efforts were merely a formality and, given all relevant circumstances, could not reasonably be expected to provide sufficient DM/DWBE participation to meet the goals; and
- h. Whether the contractor has utilized DM/DWBE Subcontractors on other County contracts and/or other government and private sector contracts within the past two (2) years.

This list is not intended to be exclusive or exhaustive. The bidder may also submit documentation of other types of efforts that the bidder has taken which reflect the quality, quantity and intensity of those efforts.

7.9.6 Contractors should contact the Economic Development Department immediately for guidance and assistance in the event that:

- a. The contractor anticipates or has difficulty in identifying and/or obtaining DM/DWBEs for subcontract participation; or
- b. The contractor is unable to identify portions of the work that can be broken down for DM/DWBE subcontract participation; or
- c. The contractor determines that breaking down the work is not possible or feasible.

7.10 BID REVIEWS, RESPONSIVENESS DETERMINATION, & PROTESTS

7.10.1 For Bids subject to DM/DWBE requirements, the Economic Development Department shall provide its evaluation of Bids to Procurement Services within five (5) Business Days of the Economic Development Department's receipt of the applicable Bids from Procurement Services.

7.10.2 In order to be deemed responsive to the County's DM/DWBE participation goal, bidders must either (a) document goal attainment using the Subcontractor/Material Suppliers List (MBE-1 Form), or (b) achieve the score/points needed to establish the bidder's good faith efforts to achieve the goal using the Good Faith Efforts Determination Form and submitting the required supporting documentation.

7.10.3 The Economic Development Department will make a determination as to the responsiveness of bidder(s) to the DM/DWBE Program goals. If the bidder(s) has not achieved the goals but has received the required score/points

needed to establish bidder's Good Faith Efforts to achieve the goals, then a recommendation of bidder responsiveness shall be made.

7.10.4 In the event the responsiveness determination is not in favor of a bidder (i.e., the bidder has not achieved the Program goals or demonstrated sufficient Good Faith Efforts to achieve the goals), then the bidder will be notified in writing by Procurement Services. Any objection to a non-responsive determination shall be deemed to be a protest, and the bidder is required to file said protest in strict accordance with Hillsborough County Ordinance No. 13-24 – Hillsborough County Procurement Protest Policy and Procedures Ordinance.

7.11 COUNTY DEPARTMENTS

County departments and offices who obtain goods and services outside of the competitive procurement process, and departments to whom purchasing authority has been delegated including, but not limited to: Facilities Management, the County Attorney's Office, Health and Social Services, and Human Resources, shall make a good faith effort to include DM/DWBEs in their procurement activities. These efforts should include the following:

- a. Utilizing the DM/DWBE Directory.
- b. Seeking assistance from the Economic Development Department.
- c. Seeking quotes from DM/DWBEs.

SECTION 8 – ELIMINATION OR MODERATION OF RACE-CONSCIOUS PREFERENCES

8.1 Hillsborough County shall meet the maximum feasible portion of its overall goals by using race-neutral means of facilitating DM/DWBE participation. Race-neutral DM/DWBE participation includes any time a DM/DWBE wins a Prime contract through customary competitive procurement procedures, is awarded a subcontract on a Prime contract that did not have a DM/DWBE goal, or even if there is a DM/DWBE goal, wins a subcontract from a Prime contractor that did not consider its DM/DWBE status in making the award (e.g., a Prime contractor that uses a strict low bid system to award subcontracts).

8.2 Race-neutral means include, but are not limited to, the following:

- a. Arranging solicitations, times for presentation of Bids, quantities, specifications, and delivery schedules in a way that facilitate DM/DWBE and other Small Business participation (e.g. unbundling large contracts to make them more accessible to small businesses and encouraging Prime contractors to subcontract portions of work that they might otherwise perform with their own forces).
- b. Providing assistance in overcoming limitations, such as the inability to obtain bonding or financing, by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from Bids, and providing services to help DM/DWBEs and other

- Small Businesses obtain bonding and financing.
 - c. Providing technical assistance and other services.
 - d. Conducting information and communications sessions that address contracting procedures and specific contract opportunities, ensuring the inclusion of DM/DWBEs and other Small Businesses on mailing lists for bidders, ensuring the dissemination of lists of potential DM/DWBE Subcontractors to bidders on Prime contracts, and providing information in languages other than English, when appropriate.
 - e. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DM/DWBEs and other Small Businesses.
 - f. Providing services to help DM/DWBEs and other Small Businesses improve long-term development, increase opportunities to participate in various of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency.
 - g. Establishing a program to assist new, start-up Firms, particularly in fields in which DM/DWBE participation has historically been low.
 - h. Assisting DM/DWBEs and other Small Businesses to develop their capacity to utilize emerging technology and conduct business through electronic media.
- 8.3 Race-preferences such as project-by-project goals and bonus points on Requests for Proposals shall only be used to the extent that the County's over-all goals in individual procurement areas or for individual under-utilized race, gender or ethnic groups cannot be achieved by race-neutral means.
- 8.4 If the County's DM/DWBE participation in any one procurement area or for any one or more underutilized race, gender or ethnic group exceeds the County's overall goal for two (2) consecutive years, the County may reduce its use of contract goals or bonus points proportionately in the following year.

SECTION 9 - COUNTY'S AFFIRMATIVE ACTION POLICY & COMMITMENT

- 9.1 Affirmative Action Business Enterprise Policy – DM/DWBEs will be afforded an equal opportunity to participate in any contract award by the County and will not be subjected to discrimination on the basis of actual or perceived race, color, religion, sex, national origin, age, marital status, disability, sexual orientation, or gender identity or expression. The County prohibits any person/business involved in County contracting and procurement activities to discriminate on the basis of actual or perceived race, color, religion, sex, national origin, age, marital status, disability, sexual orientation, or gender identity or expression.
- 9.2 If bidder's firm has fifteen (15) or more employees, then bidder must have a written Affirmative Action/Equal Employment Opportunity Policy/Program. If bidder's firm has fewer than fifteen (15) employees, then bidder must have a

written Affirmative Action Policy Statement. Bidders are required to submit their AA/EEO Policy or Statement (as applicable) within fifteen (15) Business Day of notification of low bidder status.

- 9.3 Bidders are required to complete and submit the County's Affirmative Action Plan Self-Analysis Forms within fifteen (15) Business Days of notification of low bidder status.
- 9.4 The County, through its Economic Development Department, shall provide affirmative steps to assist all bidders in the County's procurement program.
- 9.5 DM/DWBE Directory - The Economic Development Department shall establish and maintain a current directory of Certified Hillsborough County DM/DWBEs that are able to provide the goods and services typically procured by the County.

The Directory will be maintained on the County's web site through the Economic Development Department's home page and will be hosted by B2GNow. Searches and copies of the Directory may be exported from the system as deemed appropriate by the user.
- 9.6 Liaison - The County will establish and maintain, through its Economic Development Department and Procurement Services, a liaison with organizations and agencies working in the area of economic development for Minorities and Women or who are otherwise affected by the DM/DWBE Program.
- 9.7 County Assistance - The County will provide guidance and assistance to any contractor or DM/DWBE which seeks assistance in understanding the County's procurement procedures and DM/DWBE Program. It is the sole responsibility of the contractor or DM/DWBE to seek necessary assistance well in advance of the need thereof.
- 9.8 Pre-Bid Conference - During pre-bid conferences, the County's representative shall review and explain the County's DM/DWBE Program and associated goals on all Construction contracts with an estimated value of Two Hundred Thousand Dollars (\$200,000) or more.

SECTION 10 - CONTRACT COMPLIANCE REQUIREMENTS

10.1 COMPLIANCE MONITORING

Compliance monitoring is conducted to determine if Prime contractors and/or Subcontractors are complying with the requirements of the County's DM/DWBE Program. Failure of a contractor to comply with the requirements of the Programs may result in the County taking remedial action by legal or non-legal means. The following guidelines will be followed when monitoring contracts for compliance with the DM/DWBE Program:

10.1.1 Vendor Compliance System

- a. For Contracts/projects with DM/DWBE goals, the Prime contractor is required to utilize the County's Vendor Compliance System on a monthly basis to confirm payments received from the County and to list

any payments made by the Prime contractor to DM/DWBE Subcontractors in that monthly period. Prime contractors are required to report monthly payments to all DM/DWBE Subcontractors regardless of whether payment has been made to the Contractor by the County.

b. Prime contractors are required to update their contact information in the Vendor Compliance System to ensure that Contractor maintains compliance with the County's contract compliance program.

10.1.2 Informal Site Visits

- a. Economic Development may make unannounced periodic project site visits to assess contractor(s) and Subcontractor(s) performance and/or compliance.
- b. The contractor shall make Construction Reports (if applicable) and Subcontractor performance reports available for review by the County.
- c. The contractor shall electronically report payments to all DM/DWBE Subcontractors based on payments made to the contractor from the County.

10.1.3 Formal Compliance Audit

- a. Economic Development will provide automated alerts to the contractor of a compliance review at least ten (10) Business Days prior to the on-site verification and interview. The notification will inform the contractor of the date, time, and location of the review. The review may consist of the following:
 - (i) Economic Development may tour job site.
 - (ii) Economic Development may interview employees of contractor and Subcontractors for compliance with bid requirements and DM/DWBE Procedures.
 - (iii) Economic Development may review subcontract agreements and purchase orders to verify that Subcontractors are performing the work specified therein.
- b. Upon completion of the review, the Economic Development Department will verify all available information and documents provided by the Contractor and make notations to the file of the compliance results.

10.2 NON-COMPLIANCE

- 10.2.1 If it has been determined that the contractor is not in compliance with the County's DM/DWBE Program, the Economic Development Department will notify the contractor within five (5) Business Days of the site visit and identify the deficiencies found and the required

corrective action that should be taken to remedy the deficiencies within a specific time period.

10.2.2 Before the contractor can be found to be in compliance, he/she must make a specific commitment, in writing, to correct the deficiencies. The commitment must include the precise action(s) to be taken and the date for completion. Upon receipt of the written commitment from the contractor, the Economic Development Department will notify the contractor, in writing within ten (10) Business Days of the Department's acceptance of the commitment. The contractor shall be notified that making such commitments do not preclude future determinations of non-compliance based on a finding that the commitments were not faithfully performed.

10.3 ADMINISTRATIVE ACTIONS

If the non-compliance status of the contractor has not been remedied by the date agreed upon by the contractor and the County, the following actions will be taken:

- a. The Director of the County's Economic Development Department and/or his/her designee will issue a notice, via email or other written communication, outlining the identified deficiencies to the contractor within ten (10) Business Days following the agreed upon date of the corrective action.
- b. The Economic Development Department will schedule a compliance conference and provide written notification to the contractor of the date and time of such conference.
- c. The following persons may attend the compliance conference:
 - (i) Manager, County Minority & Disadvantaged Business Development Office;
 - (ii) Contractor; and
 - (iii) County Project Manager
- d. Failure to resolve issues will result in a recommendation by the Economic Development Department to the County Administrator regarding appropriate actions to be taken.

SECTION 11 - NON-PERFORMANCE AND REMEDIES OF COUNTY

- 11.1 Hillsborough County reserves the right to exercise any available remedy in the event of a contractor's failure to perform any of its contractual obligations pursuant to the DM/DWBE Program.
- 11.2 Failure to perform under the terms of a contract with regard to the DM/DWBE Program, includes, but is not limited to, the following:

- a. Failure of the contractor to utilize the services of a DM/DWBE pursuant to a subcontract submitted to the County and utilized by the County in a determination of the contractor's responsiveness to the DM/DWBE Program. If a contractor or Subcontractor is unable to perform pursuant to such a contract, the contractor shall substitute the affected Subcontractor with another Certified DM/DWBE Subcontractor. The contractor shall not substitute with a non-DM/DWBE Subcontractor or complete the work using its own forces without the prior written approval of the County. Approval shall be provided only upon a showing by the contractor that it is not reasonable or possible to obtain the services of another Certified DM/DWBE to complete the relevant portions of the contract.
- b. Knowingly using a front company (i.e. a Firm/Business which is not, in fact, owned and Controlled by Minority individuals or Women, but poses as such in order to participate in the County's Program) to achieve DM/DWBE participation on a County contract.
- c. Making any false statement(s) or using deceit for the purpose of influencing, in any way, any action of the County.
- d. Unethical or other serious lack of business integrity with regard to DM/DWBE contract performance.
- e. Failure to report payments made to identified DM/DWBE businesses in the Vendor Compliance Management System.

11.3 Remedies available to the County include, but are not limited to, the following:

- a. Any contractor or Firm that falsely represents to the County, pursuant to a County contract, that it will use the commodities or services of a DM/DWBE Firm and fails to do so, may be in breach of contract. Upon determination of a breach, the County may exercise all available remedies for breach of contract.
- b. Either the total amount (or a percentage thereof as deemed appropriate by the County) paid to a contractor or Firm under a contract intended for expenditure with a DM/DWBE Firm and not so expended may be forfeited and recoverable by the County.
- c. Any violations under this section or any applicable local, state or federal law or rule shall be referred to the applicable law enforcement or regulatory agency for investigation and/or prosecution.
- d. The Director of the Economic Development Department may recommend to the County's Director of Procurement Services that the Firm be suspended or debarred from bidding on and/or working on County contracts pursuant to the criteria set forth in the County's Procurement Policy.

SECTION 12 - PROMPT PAYMENT POLICY

- 12.1 Every Construction contract let by the County for the performance of work shall contain a provision requiring the Prime Construction Contractor to certify, in writing, that all Subcontractors and Suppliers have been paid for acceptable work and materials from previous progress payments received by the Prime contractor (less any retainage) prior to the County's disbursement of any further progress payments.
- 12.2 During the contract the County may, and upon completion of the contract the County shall, require documentation to certify that payments to such Subcontractors or Suppliers have been made. This provision in no way creates any contractual relationship between any Subcontractor and the County or any liability on the County for the contractor's failure to make timely payments to the Subcontractor. However, the County will consider the contractor's failure to comply with this provision a breach of contract.

SECTION 13 – CONTRACT RENEWALS

For all Contracts with a DM/DWBE participation goal, regardless of type, that contain contract renewal provisions, the Minority & Disadvantaged Business Development Office shall provide a written report to the applicable County user Department/agency and Procurement which evaluates the Contractor's compliance with the County's DM/DWBE Program requirements during the previous year and/or initial term of the Contract. If the determination is made that the Contractor was not in compliance with the County's DM/DWBE Program requirements, then the Minority & Disadvantaged Business Development Office may recommend that the Contract not be renewed.

SECTION 14 - PROGRAM CERTIFICATION & PARTICIPATION

- 14.1 Only Firms Certified by Hillsborough County, or by other agencies granted reciprocal certification by Hillsborough County pursuant to Part II, Section 4.1 of these Operational Procedures will be used in determining goal attainment.
- 14.2 Firms that no longer meet eligibility standards as defined in Part II of these Operational Procedures, shall be graduated from the DM/DWBE Program and shall not be counted toward goal attainment through reciprocal certification.
- 14.3 In the event that a graduated DM/DWBE Firm should again become eligible as defined in Part II of these Operational Procedures, then that Firm may reapply for certification.

SECTION 15 – DM/DWBE & SBE ADVISORY COMMITTEE

15.1 The purpose of the DM/DWBE & SBE Advisory Committee is to relay concerns of Minority contractors, Women contractors, non-Minority contractors, small business contractors and citizens at large to the County about the operation of the DM/DWBE & SBE Program.

15.2 The Committee shall meet at least quarterly.

15.3 The Committee shall consist of nine (9) members which shall include: three (3) Hillsborough County Certified Minority contractors/Firms, three (3) Non-Minority Contractors and, three (3) citizens-at-large, and two (2) alternates. Members will be appointed by the County Administrator and shall serve two-year terms.

15.4 The Committee shall formulate written procedures governing the conduct of its meetings, to include rules pertaining to meeting attendance requirements for its members.

15.5 In addition to its regular quarterly meetings, the Committee may conduct periodic workshops per year with DM/DWBEs and SBEs to ascertain their thoughts, concerns and recommendations regarding the Programs. The Committee shall also identify and research other problem areas and present recommended solutions as the Committee deems appropriate. The recommendations shall be provided to the Economic Development Department Director for appropriate presentation to the BOCC and the County Administrator.

PART II
DISADVANTAGED MINORITY /DISADVANTAGED WOMEN BUSINESS
ENTERPRISE (DM/DWBE) PROGRAM -
CERTIFICATION, PARTICIPATION,
RECERTIFICATION AND DECERTIFICATION

SECTION 1 - ELIGIBILITY STANDARDS

1.1 DISADVANTAGED MINORITY/DISADVANTAGED WOMEN
BUSINESS ENTERPRISE (DM/DWBE)

An eligible DM/DWBE is a Business that meets all of the following criteria: (i) is organized to engage in commercial transactions, (ii) is domiciled in Florida, (iii) is at least fifty one percent (51%) owned by Minority persons and/or Women, (iv) whose management and daily operations are Controlled by Minorities and/or Women, (v) fulfills a Commercially Useful Business Function; (vi) employs fifty (50) or fewer permanent full-time employees averaged over a two year period, and (vii) has a net worth of not more than Two Million Dollars (\$2,000,000). As applied to sole proprietorships, the Two Million Dollars (\$2,000,000) net worth requirement shall include both personal and business assets.

1.2 APPLICABLE STANDARDS

Hillsborough County may refer to the standards and criteria established in the Florida Administrative Code and the judicial and administrative interpretations thereof in applying substantially equivalent certification criteria.

1.3 COMMERCIAL TRANSACTIONS

An eligible DM/DWBE is a Business which is currently licensed and engaging in commercial transactions in each specialty area in which Certification is being requested.

1.4 DOMICILED IN FLORIDA

The DM/DWBE shall be domiciled in Florida. If a corporation, it shall be organized under the laws of Florida; if a partnership or sole proprietorship, the owners shall be residents of Florida. In all cases the principal business office shall be located and organized in Florida.

The principle location of the business must have a correct street name, street number and suite number (if applicable). A post office box or UPS store will not be acceptable absent a street address.

1.5 MINORITY OWNERSHIP

At least fifty-one percent (51%) of the DM/DWBE Firm shall be owned by eligible Minorities or Women. Businesses that are owned by a holding company that is majority-owned by eligible Minorities and/or Women may satisfy the

minority ownership requirement for certification provided that the provisions set forth in the Memorandum dated April 22, 2021 (Certification of Holding Companies) issued by the County's Economic Development Department are met; said Memorandum is attached hereto as "Appendix B". Minority or Woman owners share of income earnings and risk shall be commensurate with the percentage of their ownership interest. Contributions of capital by the Minority or Woman owner must be real and substantial. Merely holding nominal title to corporate shares would not accord the "Minority owner" the customary incidents of ownership.

The County, at its sole discretion, has the right to visit the site(s) of Firms that have a 51% ownership for the purpose of determining certification eligibility.

1.6 MANAGERIAL CONTROL

Control in this instance shall mean that the Minority/Minorities or Woman/Women demonstrate the ability to make unilateral and independent business decisions as needed to guide the future and destiny of the Business.

1.7 OPERATIONAL CONTROL

The primary consideration in determining operational Control and the extent to which the Minority/Minorities or Woman/Women actually operates the Business will rest upon the unique characteristics of the industry of which the Business is a part. The Minority/Minorities or Woman/Women owner must oversee the daily operation of the Business and be perceived by the industry as being in Control of the Firm.

1.8 LICENSURE

For Businesses that cannot operate without a qualifying agent registration, the following criteria must be followed:

1. A Minority individual must be the license holder and qualifying agent for the Business with or without an ownership interest in the Business.
2. The qualifying agent must qualify the company to conduct the line of Business.
3. The Business and the qualifying agent shall obtain and hold any licenses as required by applicable municipal, county or state law.

1.9 TRANSFER OF OWNERSHIP

If the DM/DWBE applicant's current ownership in the Business was obtained by a transfer from a non-Minority owner, employer or relative, the current Minority owner must have owned at least fifty one (51%) of the applicant Firm for a minimum of two (2) consecutive years prior to application. This applies to any transfer of ownership.

1.10 COMMERCIALY USEFUL BUSINESS FUNCTION

An applicant business shall be currently performing a useful business function in each specialty area(s) being requested for certification, as well as provide good/services to customers other than governmental agencies. Acting as a conduit to transfer funds to a non-minority business does not constitute a commercially-useful business function unless it is done as a normal business practice of that industry. In determining whether a business is performing a commercially-useful business function, the Economic Development Department shall consider whether the business is responsible for executing a distinct element of the work contained in a contract and whether it carries out its responsibilities by actually performing, managing and supervising the work involved.

1.11 NET WORTH / BUSINESS SIZE

The applicant shall demonstrate that the net worth of its Business does not exceed Two Million Dollars (\$2,000,000). To determine the net worth of the applicant Business, the County shall consider the most recent annual financial statement for the Business or, in the case of sole proprietorships, annual financial statements for the Business and the Business Owner. The applicant must provide documentation to demonstrate that the Business employs fifty (50) or fewer permanent full-time employees averaged over a two-year period.

SECTION 2 - CERTIFICATION REVIEW PROCEDURES

- 2.1 All applicants seeking Certification as a Hillsborough County DM/DWBE are required to complete the application process and must supply all required documentation as outlined in the application. The application may be completed online at: <https://hillsboroughcounty.diversitycompliance.com>.
- 2.2 Upon receipt, all applications shall be given an initial screening to ensure appropriate signatures and completeness. The application must bear the original signature of the Minority/Woman owner who is submitting the application for review.
- 2.3 Within ten (10) Days following the initial receipt of the application, Economic Development will request any omitted items or additional information. If the requested information or items are not received by the Economic Development Department within twenty (20) Days from the date of the request, the Department will deem the application abandoned.
- 2.4 Within thirty (30) Days following the submission of the application and all required supporting documentation, a desk audit will be conducted which may include an on-site visit. Failure of the applicant Business to cooperate with the scheduling of the visit or to cooperate during the course of the visit may result in no further action being taken by the County with regard to the application.
- 2.5 Applicants determined eligible shall receive a Certification letter and certificate which will list the approved lines of business and the Minority status category

in which the Business is Certified. Once Certified, the Business shall remain Certified for a period of two (2) years.

- 2.6 Applicants determined to be ineligible shall receive a letter detailing the basis for the denial of Certification. Applicants denied Certification may request an administrative review of the decision pursuant to Part II, Section 8 of these Operational procedures.
- 2.7 An applicant may reapply for Certification six (6) months after the date of the County's notice of denial of Certification or the County's final order denying Certification.

SECTION 3 - RECERTIFICATION

- 3.1 Every two (2) years, Certified DM/DWBEs are required to complete and submit a Recertification Update Application in order to facilitate the Economic Development Department's review of their continued program eligibility status.
- 3.2 The system through the Economic Development Department will send Recertification Update alerts ninety (90), forty-five (45), and thirty (30) Days prior to the certification expiration date. If there have been changes in the applicant's Business, i.e. ownership interest, Control, size, etc., then these changes must be indicated on the Recertification Update Application
- 3.3 Upon receipt, the Recertification Update Application shall be given an initial screening to ensure appropriate signature and completeness. Within fifteen (15) Days following initial receipt of the applicant's Recertification Update Application, the Economic Development Department will request additional information necessary to substantiate continued eligibility. If the requested information is not received by Economic Development within fifteen (15) Days from the date of the request, the applicant's participation in the County's DM/DWBE Program will be suspended and their application for recertification shall be deemed abandoned.
- 3.4 A verification review (site visit) may be conducted by Economic Development upon receipt and review of the Recertification Update Application. Failure of the applicant Business to cooperate with the scheduling of the review (site visit) or to cooperate during the review (site visit) may result in the denial of recertification.
- 3.5 Recertification shall be granted when the applicant has fully complied with all requirements as set forth in these rules. Applicants determined eligible shall receive a recertification letter and certificate which will list the approved lines of business and the Minority status category in which the Business is Certified. Once recertified, an applicant shall remain Certified for a period of two (2) years.
 - 3.5.1 As a prerequisite to recertification, each DM/DWBE must provide evidence of having completed a total of at least eight (8) hours of formal business training during the prior two-year period. Attendance at

institutions within the State of Florida accredited to offer business-related courses will be accepted. Businesses that have been in business for ten (10) or more continuous/consecutive years are exempt from the eight hour formal business requirement.

- 3.5.2 Since the purpose of this requirement is to enhance the DM/DWBE's business acumen, the qualifying Minority or Woman owner must complete the training.
- 3.6 Applicants determined ineligible for recertification shall receive a letter detailing the reasons for the denial of recertification. Applicants denied recertification may request an administrative review of that action pursuant to Part II, Section 8 of these Operational Procedures.
- 3.7 If an application for recertification is timely submitted, a Certified DM/DWBE shall remain Certified until the Economic Development Department has made a determination of continued eligibility.
- 3.8 Applicants failing to submit their application within six (6) months after the expiration of their previous Certification shall no longer be considered Certified.

SECTION 4 - PROVISIONAL RECIPROCITY

- 4.1 Reciprocity shall be granted to Minority, Women, and disadvantaged Businesses that are principally domiciled in the State of Florida and certified by other local city, county, or state jurisdictions situated throughout the State of Florida.
- 4.2 Minority, Women and disadvantaged Businesses who are certified by other jurisdictions and seek to participate on a Hillsborough County project shall be granted provisional reciprocal certification for **one** (1) six (6) month period and shall be eligible to Bid and/or to be counted toward goal attainment on any County project during that six-month period. If added to a project/contract during this time frame, the Business will be allowed to remain on said project/contract for its duration.
- 4.3 In order to be granted provisional reciprocal Certification and be counted toward goal attainment, verification of certification by County staff, a letter of certification from the certifying jurisdiction, or a copy of documentation indicating certification by the certifying jurisdiction must be submitted by the apparent low bidder within five (5) Business Days after notification by the County of apparent low Bidder status.
- 4.4 Professional consulting Firms requesting bonus points for utilization of a Minority, Woman, or disadvantaged Business must submit that Business' certification letter and/or documentation of certification with the request for bonus points.

- 4.5 The reciprocal certification will be issued to the Minority, Woman or disadvantaged Business upon the County's award of the contract to the low bidder or successful consultant on a CCNA project. The reciprocal certification effective date shall be the date of contract award and shall conclude six (6) months from that date. In the event the Business is added to a project/contract during the six-month reciprocal time frame, then the Business will be allowed to complete the project/contract.
- 4.6 All Firms granted reciprocal certification who would like to continue to participate in the County's DM/DWBE Program after the expiration of its reciprocal certification will be required to complete an application for Certification to Hillsborough County prior to the expiration of the six (6) month reciprocal certification period. The application must be completed online.
 - 4.6.1 If an application is timely submitted it shall be reviewed by the Economic Development Department to determine the applicant's Program eligibility. Certification shall be granted when the applicant has complied with the County's requirements as set forth in Part II, Section 2 of these Operational Procedures.
 - 4.6.2 Applicants who fail to submit their application within the stated time period or who fail to meet the Certification standards of Hillsborough County shall no longer be counted toward goal attainment for any future County projects.
 - 4.6.3 Applicants previously denied Certification by Hillsborough County will not be granted reciprocal certification. These applicants must re-apply to Hillsborough County for Certification purposes.

SECTION 5 - JOINT VENTURE

- 5.1 As required by Section 489.119 Florida Statutes, a Joint Venture shall be qualified in accordance with the rules of the Construction Industry Licensing Board.
- 5.2 A Joint Venture with Minority and Woman-owned component(s) must be pre-approved by Hillsborough County if the Minority/Woman-owned component's involvement is to be credited toward fulfilling Hillsborough County's DM/DWBE participation goals. Since a Joint Venture consists of Businesses temporarily brought together, the Joint Venture itself cannot be deemed to be a DM/DWBE. However, in order for a Joint Venture with a Minority/Woman-owned component to satisfy Hillsborough County's DM/DWBE provisions, the Minority/Woman-owned element must be a Certified DM/DWBE entity.
- 5.3 In order to calculate credit towards Program participation, the extent to which the DM/DWBE participates in the work, risk, and profits of the Joint Venture must be documented to Hillsborough County.
- 5.4 A Joint Venture wishing to have its DM/DWBE component count toward satisfying DM/DWBE goals must submit the following documentation no later

than ten (10) Business Days *prior* to the Bid submittal deadline for the purpose of review and approval of the Joint Venture by the Economic Development Department:

- a. A fully-executed Joint Venture Disclosure Affidavit. The Joint Venture Disclosure Affidavit must state that the Joint Venture complies with Chapter 489 of the Florida Statutes.
 - b. Proof of County DM/DWBE Certification for each Minority/Woman-owned component of the Joint Venture. A Minority/Woman-owned joint venturer must be Certified before the Joint Venture can be approved.
 - c. Business resume for each party/member of the Joint Venture.
 - d. A copy of the Joint Venture Agreement, which must reflect the scope of the Minority or Woman venturer's managerial and financial responsibilities. It must be demonstrated that the DM/DWBE venturer has the opportunity to make and exercise his/her independent judgment as a joint venturer.
- 5.5 A Joint Venture wishing to have its DM/DWBE component count toward satisfying DM/DWBE goals must submit the following documentation *with its Bid/Proposal*:
- a. A copy of the *County-approved* Joint Venture Disclosure Affidavit.
 - b. The Bid/Proposal submitted by the Joint Venture must be signed by all parties to the Joint Venture.

SECTION 6 - DECERTIFICATION

- 6.1 The County shall, in its sole discretion, decertify any DM/DWBE, including those certified by other units of government, from participation in the County's DM/DWBE Program based upon one (1) or more of the following findings stemming from an investigation by the County's Economic Development Department:
- a. The Business no longer meets the County's DM/DWBE eligibility standards set forth in Part II, Section 1 of these Operational Procedures; or
 - b. The DM/DWBE cannot be contacted at the address in the County DM/DWBE Directory; or
 - c. The DM/DWBE is no longer in business; or
 - d. The DM/DWBE is no longer licensed in the specialty area for which Certification was approved; or

- e. The DM/DWBE obtained its original Certification through false representation or deceit; or
 - f. The DM/DWBE has experienced such a substantial change in ownership or Control that continued Certification would be contrary to the policy of the Hillsborough County DM/DWBE Program; or
 - g. The Business's performance with regard to Hillsborough County contracting and procurement is contrary to the standards and purpose of Hillsborough County's DM/DWBE Program, including, *but not limited to*, the following:
 - (i) The DM/DWBE has failed to perform or has unsatisfactorily performed work on one (1) or more County projects, provided that such failure to perform and/or unsatisfactory performance is not caused by Acts of God or acts beyond the control of the DM/DWBE; or
 - (ii) The DM/DWBE has failed, without good cause, to perform in accordance with contract specifications or within the time limit provided for in the contract related to a County project, provided that such failure to perform is not caused by Acts of God or acts or events beyond the control of the DM/DWBE; or
 - (iii) The DM/DWBE has without just cause neglected the payments of bills or otherwise disregarded its obligations to Subcontractors, materialmen or employees; or
 - h. Wherein any other actions by the DM/DWBE and/or its owner(s), co-owner(s) or controlling corporate officer(s) are determined, by the Economic Development Department, to be so serious and compelling as to affect the Business's responsibility as a County DM/DWBE.
- 6.2 The County may, in its sole discretion, decertify any DM/DWBE, including those certified by other units of government, from participation in the County's DM/DWBE Program based upon one (1) or more of the following findings stemming from an investigation by the County's Economic Development Department:
- a. Conviction of the DM/DWBE owner, co-owner, President, Vice President or other controlling officer of a crime(s) involving moral turpitude; or
 - b. Conviction of the DM/DWBE owner, co-owner, President, Vice President or other controlling officer for crime(s) involving the operation of its Business, including, but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects the DM/DWBE's responsibility as a County DM/DWBE; or
 - c. Conviction of the DM/DWBE and/or its owner, co-owner, President, Vice President or other controlling officer for the commission of a

criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract; or

- d. The DM/DWBE has failed to perform or has unsatisfactorily performed work on a County project, provided that such failure to perform and/or unsatisfactory performance is not caused by Acts of God or acts beyond the control of the DM/DWBE; or
 - e. The DM/DWBE has failed, without good cause, to perform in accordance with contract specifications or within the time limit provided for in the contract related to a County project, provided that such failure to perform is not caused by Acts of God or acts beyond the control of the DM/DWBE.
- 6.3 The DM/DWBE shall be advised of the allegations warranting its decertification and shall be required to cooperate with any investigation conducted with regard to the allegations. Economic Development staff may use any of the investigative tools set forth in this Part II and may require the DM/DWBE to provide some or all of the documentation set forth in Part II of these Operational Procedures.
- 6.4 When a Business has been decertified from the County's DM/DWBE Program, the Economic Development Department shall send such Business a letter detailing the reasons for decertification.
- 6.5 A Business that has been decertified from the County's DM/DWBE Program may request an administrative review of the decertification decision pursuant to Part II, Section 8 of these Operational Procedures.
- 6.6 Should a Business that has been given provisional reciprocity pursuant to Part II, Section 4 of these Operational Procedures be decertified from participating in Hillsborough County's DM/DWBE Program, then notice of such decertification will also be provided to the original certifying governmental agency.

SECTION 7 - AMENDED SPECIALTIES

- 7.1 Any Certified DM/DWBE requesting Certification in additional specialty areas must complete an Amended Specialties Form. The Amended Specialties Form may be obtained from the Economic Development Department's website.
- 7.2 Upon receipt by the Economic Development Department, all Amended Specialty Forms and supporting licenses, if required, will be reviewed for determination of eligibility in the requested specialty.
- 7.3 Applicants determined eligible for additional specialty areas shall receive an amended certification letter which shall list the newly Certified specialty area(s) of the Business. The expiration date of the initial Certification will not be affected.

- 7.4 An applicant determined ineligible for the requested additional specialty areas will receive a letter indicating the reasons for the ineligibility. The applicant may appeal the Department's decision pursuant to Part II, Section 8 of these Operational Procedures.

SECTION 8 - ADMINISTRATIVE REVIEW

8.1 REQUEST FOR ADMINISTRATIVE REVIEW

A Firm that has received an adverse decision from the Economic Development Department's Minority & Disadvantaged Business Development Office regarding Certification, recertification, decertification or amended specialties may request an administrative review of that decision. A request for administrative review must be in writing and contain the specific grounds for contesting the staff decision. The request for administrative review shall be mailed or delivered to the County within ten (10) Business Days of the Firm's notification of the adverse decision. The request shall be mailed to:

DM/DWBE Certification & Registration Review Panel
c/o Economic Development Department
P.O. Box 1110
Tampa, Florida 33601

Upon receipt of a request for administrative review, the Economic Development Department shall review the grounds stated in the request and may either grant Certification or schedule a hearing before the Administrative Certification & Registration Review Panel.

8.2 ADMINISTRATIVE CERTIFICATION & REGISTRATION REVIEW PANEL

8.2.1 The Administrative Certification & Registration Review Panel is established to review contested decisions regarding Certifications and/or Registrations.

8.2.2 The Administrative Certification & Registration Review Panel shall consist of the following persons: one (1) representative from the County's Procurement Services, one (1) representative from the County's Affordable Housing Department, one (1) representative from the County's Public Utilities Department/Water Resources, and two (2) representatives from the County's Public Works Department/Capital Programs.

8.2.3 The Economic Development Director shall appoint all members of the Panel upon recommendation from the applicable Department Directors. Each Department Director shall concurrently recommend an alternate Panel member to the County Administrator to serve as a substitute in the event an originally appointed Panel member is unavailable.

8.3 DUTIES OF THE ADMINISTRATIVE CERTIFICATION & REGISTRATION REVIEW PANEL

- 8.3.1 The Panel shall convene upon request(s) from applicants who have been denied Certification, recertification, decertified or denied amended specialties.
- 8.3.2 An applicant may be accompanied by legal counsel; however, counsel may not address the panel, but may advise the applicant.
- 8.3.3 The Panel shall review all documentation prepared by the Department and submitted by the applicant in relation to the application prior to the time that the Panel convenes. The Panel shall not receive any new evidence.
- 8.3.4 The Panel shall hear oral presentations from Economic Development staff and the applicant regarding the merits of the application.
- 8.3.5 Panel members may ask the applicant and/or staff questions at anytime during or after the presentations.
- 8.3.6 An applicant wishing to appeal any decisions by the County may wish to arrange for a verbatim transcript of the hearing at his/her own expense.
- 8.3.7 Upon the conclusion of the presentations by the applicant and staff, the Panel shall vote in open session whether to uphold or reverse staff's recommendation. The Panel's decision will be submitted to the County Administrator and will contain findings of fact and of law.
- 8.3.8 The County Administrator may accept, reject or modify the Panel's decision. The County Administrator's action shall constitute the final agency action with regard to that particular matter.

8.4 RE-APPLICATION FOR CERTIFICATION AND/OR AMENDED SPECIALTIES

A Firm whose application for DM/DWBE Certification or recertification has been denied by the County, who has been decertified, or who has been denied amended specialties may reapply for Certification six (6) months after the final denial notice by the County.

**PART III
SMALL BUSINESS ENCOURAGEMENT PROGRAM**

SECTION 1 - ELIGIBILITY STANDARDS

1.1 SMALL BUSINESS ENTERPRISE (SBE)

An eligible Small Business Enterprise (SBE) is a Business that meets all of the following criteria: (i) has been organized under the laws of the State of Florida for a period of least one (1) year, (ii) has been principally domiciled in Hillsborough County for a period of at least one (1) year, (iii) is independently owned and operated, (iv) employs twenty-five (25) or fewer permanent full-time employees, (v) whose gross annual sales in Consulting Services and Contractual Services, commodities, and/or construction does not exceed Three Million Dollars (\$3,000,000) averaged over the previous three (3) year period, and (vi) serves a Commercially Useful Business Function. Franchises, subsidiaries and affiliates shall not be eligible for the SBE Program.

1.1.1 In determining whether a business is performing a commercially-useful business function, the Economic Development Department shall consider whether the business is responsible for executing a distinct element of the work contained in a contract and whether it carries out its responsibilities by actually performing, managing and supervising the work involved.

1.1.2 The SBE shall be independent (i.e. a free standing Business), and recognized as a separate entity for tax purposes. Businesses which share space, employees or other facilities may be considered a single Business for this Program without reference to tax status.

1.1.3 Mailing addresses must include the number, name of street, suite number (if applicable), and correct zip code. A post office box will not be acceptable absent a street address.

1.2 SERVICE- DISABLED VETERAN BUSINESSES

Service-Disabled Veteran Businesses are eligible for registration as a Small Business Enterprise under the Board of County Commissioners Small Business Encouragement Program pursuant to the requirements and eligibility standards as outlined in this Part III of the Operational Procedures.

1.2.1 “Service-Disabled Veteran” as defined in Florida Statutes 295.187(3)(b) means a veteran who is a permanent Florida resident with a service-connected disability as determined by the United States Department of Veterans Affairs or who has been terminated from military service by reason of disability by the United States Department of Defense.

1.2.2 “Service-Disabled Veteran Business” means a Business that is organized to engage in commercial transactions and which is at least fifty-one percent (51%) owned by one or more Service-Disabled Veterans as outlined in this Part.

1.3 ELIGIBILITY OF SBEs DOMICILED IN OTHER FLORIDA COUNTIES

In an attempt to broaden contracting opportunities for small Businesses, the County shall accept and deem eligible for participation in its SBE Program, small Businesses that have been organized under the laws of Florida and that are principally domiciled within the following counties: Hernando, Manatee, Pasco, Pinellas, Polk and Sarasota Counties; provided, however, that those governments have implemented SBE Programs similar to Hillsborough County's Program and those governments have entered into a Memorandum of Understanding with Hillsborough County that permits the participation of eligible Businesses domiciled within Hillsborough County.

SECTION 2 - SMALL BUSINESS ENTERPRISE COMMITTEE

2.1 SCOPE OF RESPONSIBILITY

A Small Business Enterprise Committee (SBE Committee) is established to identify and designate County projects to be set aside for participation exclusively by SBE Firms; to identify and designate larger projects which lend themselves to downsizing into smaller projects; and to identify and designate projects for waiver of performance and payment bonds. The Committee meetings' place, time and date shall be arranged by the Committee Chair.

2.2 SMALL BUSINESS ENTERPRISE COMMITTEE COMPOSITION

The SBE Committee shall be composed of Directors or their designees from the County's Economic Development Department, Capital Programs, Procurement Services, Water Resources, and Engineering & Operations Department. The Economic Development Director shall appoint the Committee Chair.

SECTION 3 - COMMODITIES (SET-ASIDE)

- 3.1 Purchases of competitively procured Commodities and Services may be set-aside for Registered SBEs.
- 3.2 Set-asides shall be economically feasible contracts or portions of contracts that are within the capability of SBEs to perform.
- 3.3 In order to assure necessary competition, at least three (3) Registered SBEs must be available to provide the applicable Commodity before the procurement may be set-aside for SBEs.
- 3.4 Commodities or Services may be placed under the set-aside provision based on the recommendation of the SBE Committee.

If, in the judgment of the SBE Committee or Procurement Services Department, Bids/Proposals received under this set-aside provision are deemed to be excessive and unreasonable based on the nature of the purchase prices of similar purchases in the

market area, a recommendation shall be made to the County Administrator that all Bids/Proposals be rejected and that a second call for Bids/Proposals be issued by the County. If a second call for Bids/Proposals are required, the SBE provision will be abandoned and bidding will be open to all qualified bidders.

SECTION 4 - CONTRACTUAL SERVICES (SET-ASIDE)

- 4.1 Purchases of competitively procured Contractual Services may be set-aside for Registered SBEs.
- 4.2 Set-asides shall be economically feasible contracts or portions of contracts within the capability of SBEs to perform.
- 4.3 In order to assure necessary competition, at least three (3) Registered SBEs must be available to perform the applicable Contractual Service before the procurement can be set-aside for SBEs.
- 4.4 Contractual Services may be placed under the set-aside provision based on the recommendation of the SBE Committee.

If, in the judgment of the SBE Committee or Procurement Services Department, Bids/Proposals received under this set-aside provision are deemed to be excessive and unreasonable based on the nature of the purchase prices of similar purchases in the market area, a recommendation shall be made to the County Administrator that all Bids/Proposals be rejected and that a second call for Bids/Proposals be issued by the County. If a second call for Bids/Proposals is required, the SBE provision of this will be abandoned and bidding will be open to all qualified bidders.

SECTION 5 - CONSULTANT'S CONTRACTS (SET-ASIDE)

The SBE Committee may identify projects to be set-aside for Registered SBEs pursuant to Section 287.055 Florida Statutes, known as the "Consultant's Competitive Negotiation Act" (CCNA). The SBE Committee shall consider projects such as miscellaneous professional services for set-aside pursuant to this section.

SECTION 6 - CONSTRUCTION (SET-ASIDE)

- 6.1 When deemed appropriate, the County may set aside specific Construction projects with an estimated amount of Five Hundred Thousand Dollars (\$500,000.00) or less to be bid upon by Registered SBE Firms only.
- 6.2 This set aside provisions may be used only in those cases where there are at least three (3) SBEs Registered to do the applicable work.
- 6.3 The SBE Committee shall select the projects to be included in this set-aside Program.
 - 6.3.1 The applicable County user department/agency shall identify all projects with an estimated cost of Five Hundred Thousand Dollars (\$500,000.00) or less and shall make recommendations to the SBE Committee

regarding the selection of a project for a set-aside opportunity at least thirty (30) Days prior to the County's bid solicitation of the applicable project.

- 6.3.2 User departments/agencies are directed to present Work Order Contracts valued at Five Hundred Thousand Dollars (\$500,000.00) or less to the SBE Committee for consideration as a set-aside.
- 6.3.3 Economic Development shall review the County's SBE Registry to ensure that there are at least (3) three Registered SBE Firms that are qualified to perform the applicable work.
- 6.3.4 The SBE Committee shall receive the qualified projects and shall review the type and scope of the projects to determine the feasibility of designating the qualified projects as SBE set-asides.

6.4 BID BONDS

- 6.4.1 The Bid Bond, if applicable, may be waived at the discretion of the Director of the County's Procurement Services Department.
- 6.4.2 Bid Bonds for SBE Construction set-asides shall not exceed 2.5% of the Bid amount.

6.5 REJECTION OF BIDS

In instances where Board of County Commission Policy No. 03.02.01.00 is not applicable, the SBE Committee shall determine whether the Bids/Proposals submitted under this provision are excessive and unreasonable. If it has been determined that all Bids/Proposals submitted on a particular project under this provision are excessive and unreasonable, then the County Administrator may recommend that all Bids/Proposals be rejected and a second call for Bids/Proposals may be issued by the County. If a second call for Bids/Proposals are required, the SBE provision of this particular project will be abandoned and bidding will be open to all qualified bidders.

SECTION 7 - PAYMENT ASSISTANCE/JOINT CHECKS

- 7.1 When a Firm Registered under the Hillsborough County Small Business Enterprise Program is awarded a County project as a **Prime contractor**, the County may permit the issuance of joint checks.
- 7.2 Pursuant to procedures developed by the Clerk of the Circuit Court, the joint checks shall be payable to the Small Business Enterprise and its primary material or supply house; provided, however, that the Small Business has clearly indicated in its Bid, and has subsequently authorized in its contract, a desire to utilize this procedure and has identified the supply or material house in its Bid.
- 7.3 The SBE's payment requests shall clearly stipulate what materials are included and that the SBE has certified that those materials were received for and used on the applicable County projects. For the purpose of filing IRS Form 1099,

the total amount of any joint payment shall be considered payment to the SBE only.

- 7.4 The utilization of this procedure by a Small Business shall in no way be construed to create a contractual relationship between the County and the supply or material house(s). It is intended solely for the benefit and assistance of the SBE.

SECTION 8 - TIMELY PAYMENT BY COUNTY

- 8.1 All payments accruing to SBEs under contracts awarded pursuant to a set-aside shall be made within thirty (30) Days of receipt and approval of the invoice by the County.
- 8.2 Upon the County's receipt of invoices for payment, processing will be completed promptly so that payment may be made in thirty (30) Days; except when there are documented reasons that payment should not be made.

SECTION 9 - ADEQUATE TIME FOR BIDS AND PROPOSALS

- 9.1 The standard advertisement period for an SBE set-aside Construction project with an estimated value of One Hundred Thousand Dollars (\$100,000.00) or more shall be a minimum of twenty-one (21) Days.
- 9.2 The advertisement period for all other SBE set-asides for Commodities and Contractual Services shall be in accordance with the County's Procurement Policy and Procedures Manual.
- 9.3 Advertisements for SBE set-asides shall clearly state that Bids will be accepted only from Registered SBEs.
- 9.4 Addenda to an Invitation to Bid and/or Request for Proposal that is issued less than five (5) Business Days prior to a scheduled Bid or Proposal opening shall include an extension of the Bid/Proposal opening date in order to comply with this 5-day requirement.

SECTION 10 - DISQUALIFICATION/REJECTION OF BIDS/PROPOSALS

The Board of County Commissioners reserves the right to reject any Bids or Proposals from bidders who have previously failed to perform properly on any County or non-County contract and who have done so by commission or omission of an act of such serious or compelling nature that the act indicates a serious lack of business integrity or honesty.

SECTION 11 - ESTABLISHMENT OF DATA COLLECTION SYSTEM

The Economic Development Department shall continue to maintain and improve a computerized monitoring system to assess the effectiveness of the SBE Program.

SECTION 12 - APPLICATION PROCEDURES

- 12.1 All applicants wishing to be considered as a Hillsborough County Registered SBE must apply for the Program by completing the application online at: <https://hillsboroughcounty.diversitycompliance.com/>.
- 12.2 All applicants must submit their application online to the Economic Development Department along with the following documentation, when applicable:
- a. All licenses to do business in Florida and Hillsborough County and/or verification of authority to do business under an assumed name for sole proprietorships, if required;
 - b. Prior three (3) years federal tax returns, including all schedules. If the applicant has been in business for less than three (3) years, a personal tax return may be required. **IRS form 941** and payroll records may also be required. Applicants may request to have their Federal Income Tax Returns returned to them after its final review by the Economic Development Department.
 - c. Proof that the Business has been organized under the laws of the State of Florida for a period of at least one (1) year.
 - d. Proof that the Business is currently principally domiciled in Hillsborough County and that the Business has been principally domiciled in Hillsborough County for a period of at least one (1) year, (for example, business tax receipts, utility bills, lease/rental agreements, property tax receipts, etc.).
 - e. Resume(s) of all principal(s) and key personnel of the Business.
 - f. Provide official documentation from the United States Department of Veterans Affairs and/or the United States Department of Defense as proof of the Business owner's service-connected disability and/or termination from military service for reason(s) of disability – this documentation is required only if the applicant is applying as a Service-Disabled Veteran Business.
- 12.4 Economic Development shall notify the applicant, in writing, of any additional documentation deemed necessary to facilitate the County's review of the application. Such notification shall be sent to the address provided in the applicant's application. Failure of the applicant to provide the requested documentation within the time period specified shall be deemed an abandonment of the application.

- 12.5 County Certified DM/DWBEs who, after a review of their DM/DWBE Certification applications meet the standards of the County SBE Program, shall be automatically registered in the County's Small Business Enterprise Program.

SECTION 13 - APPLICATION REVIEW

Within thirty (30) Days of receipt of the completed application and required supporting documentation, Economic Development staff will determine the applicant businesses eligibility for the program.

SECTION 14 - APPROVAL OF APPLICATION

- 14.1 Applicants recommended for approval shall be assigned a registration number and shall be notified immediately by electronic mail.
- 14.2 Registered SBEs shall be listed in the Hillsborough County Small Business Enterprise Directory.
- 14.3 A Registered SBE shall advise the Economic Development Department of any change in its address and/or telephone number within ten (10) Days of such change.

SECTION 15 – SBE RE-REGISTRATION

- 15.1 A Registered SBE must re-Register with the County every two (2) years.
- 15.2 The system through the Economic Development Department will send Re-Registration Update alerts ninety (90), forty-five (45), and thirty (30) Days prior to the registration expiration date.
- 15.3 As a prerequisite to re-Registration, an SBE must provide the County with evidence of having completed a total of at least eight (8) hours of formal business training during the prior two-year period. Attendance at institutions within the State of Florida accredited to offer business-related courses will be accepted. Since the purpose of this requirement is to enhance the SBE's business acumen, the SBE owner, vice president, or senior officer must complete the training. Businesses that have been in business for ten (10) or more continuous/consecutive years are exempt from the eight hour formal business requirement.

SECTION 16 - APPEAL OF DENIAL OF REGISTRATION

An applicant who has been denied Registration in Hillsborough County's SBE Program shall be notified in writing by the Economic Development Department with the reason(s) for denial stated in such notification. The applicant may request that the denial be reviewed by the Administrative Certification & Registration Review Panel, pursuant to Part II, Section 8 of these Operational Procedures.

SECTION 17 – DE-REGISTRATION

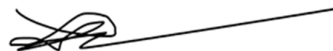
- 17.1 The County shall, in its sole discretion, de-Register any SBE from participation in the County's SBE Program based upon one (1) or more of the following findings stemming from an investigation by the County's Economic Development Department:
- a. The Business no longer meets the County's SBE eligibility standards set forth in Part III, Section 1 of these Operational Procedures; or
 - b. The SBE cannot be contacted at the address in the County SBE Directory; or
 - c. The SBE is no longer in business; or
 - d. The SBE obtained its original Registration through false representation or deceit; or
 - e. The SBE has experienced such a substantial change in ownership or Control that continued Registration would be contrary to the policy of the Hillsborough County SBE Program; or
 - f. The Business's performance with regard to Hillsborough County contracting and procurement is contrary to the standards and purpose of Hillsborough County's SBE Program, including, *but not limited to*, the following:
 - (i) The SBE has failed to perform or has unsatisfactorily performed work on a County project, provided that such failure to perform and/or unsatisfactory performance is not caused by Acts of God or acts beyond the control of the SBE; or
 - (ii) The SBE has failed, without good cause, to perform in accordance with contract specifications or within the time limit provided for in the contract related to the County project on at County project, provided that such failure to perform is not caused by Acts of God or acts beyond the control of the SBE; or
 - (iii) The SBE has without just cause neglected the payments of bills or otherwise disregarded its obligations to Subcontractors, materialmen or employees; or
 - h. Wherein any other actions by the SBE and/or its owner(s), co-owner(s) or controlling corporate officer(s) are determined, by the Economic Development Department, to be so serious and compelling as to affect the Business's responsibility as a County SBE.
- 17.2 The County may, in its sole discretion, de-Register any SBE from participation in the County's SBE Program based upon one (1) or more of the following findings stemming from an investigation by the County's Economic Development Department:

- a. Conviction of the SBE owner, co-owner, President, Vice President or other controlling officer of a crime(s) involving moral turpitude; or
- b. Conviction of the SBE owner, co-owner, President, Vice President or other controlling officer for crime(s) involving the operation of its' Business, including, but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects the SBE's responsibility as a County SBE; or
- c. Conviction of the SBE and/or its owner, co-owner, President, Vice President or other controlling officer for the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract; or
- d. The SBE has failed to perform or has unsatisfactorily performed work on a County project, provided that such failure to perform and/or unsatisfactory performance is not caused by Acts of God or acts beyond the control of the SBE; or
- e. The DM/DWBE has failed, without good cause, to perform in accordance with contract specifications or within the time limit provided for in the contract related to a County project, provided that such failure to perform is not caused by Acts of God or acts beyond the control of the SBE.

17.3 The SBE shall be advised of the allegations warranting its de-Registration and shall be required to cooperate with any investigation conducted with regard to the allegations. Economic Development staff may use any of the investigative tools set forth in Part II of these Operational Procedures and may require the SBE to provide some or all of the documentation set forth in Part II of these Operational Procedures.

17.4 When a Business has been de-Registered from the County's SBE Program, the Economic Development Department shall send such Business a letter detailing the reasons for de-Registration.

17.5 A Business that has been de-Registered from the County's SBE Program may request an administrative review of the de-Registration decision by the Administrative Certification & Registration Review Panel pursuant to the procedures listed in Part II, Section 8 of these Operational Procedures.



Approved by: _____

Lindsey Kimball, Director

Appendix A DEFINITIONS

Any term defined in this Appendix A shall have the meaning ascribed herein for purposes of these Operational Procedures.

1. Affirmative Action - Remedial steps taken to correct past and present practices of discrimination and their current effects in order to attain equal opportunity.
2. Bid(s) – The offer and/or quote received from a Business in response to a procurement solicitation issued by the County.
3. BOCC/Board - Board of County Commissioners of Hillsborough County, Florida.
4. Business/Business Enterprise - Any legal entity, other than a "Joint Venture," which is organized in any form (i.e., sole proprietorship, partnership, corporation, LLC, etc.) to engage in lawful commercial transactions for profit.
5. Business Day(s) –Monday through Friday excluding public holidays.
6. Certification/Certified - The verification of the authenticity of a Minority or Woman-owned Business Enterprise to determine eligibility for participation under the County's DM/DWBE Program and approval of such enterprise for participation in the County's Program..
7. Commercially Useful Business Function – A business that is currently performing a useful business function in each specialty area(s) being requested for certification and/or registration, as well as providing materials, supplies, equipment, or services to customers other than governmental agencies. Acting as a conduit to transfer funds to a non-minority business does not constitute a commercially- useful function unless it is done as a normal business practice of that industry.
8. Commodity/Commodities - Any of the various supplies, materials, goods, merchandise, equipment, and other personal property contracted for by the County. However, commodities purchased for resale are excluded from this definition. Printing of publications shall be considered a commodity when let upon a contract.
9. Construction - The process of building, altering, repairing, improving, or demolishing any public structure, building, roadway, or other public improvements of any kind to public real property.
10. Consulting Services - Those "professional services," as defined in Florida Statutes, Section 287.055, "Consultant's Competitive Negotiation Act" (CCNA).
11. Contract - All types of County agreements, regardless of what they may be called, for the purchase of Commodities, Consulting Services, Contractual Services, or Construction.

12. Contract Manager at Risk (CM/GC) A sole proprietorship, partnership, corporation or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repair of a facility at a contracted price as a general contractor and provides consultation to the owner regarding construction during and after the design of the facility.
13. Contractual Service(s)/Services - The rendering by a contractor of its time and effort rather than the furnishing of specific Commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations; consultations (not covered by the Consultant's Competitive Negotiation Act); maintenance; accounting; legal; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged thereunder; and professional, technical, and social services. "Contractual Service" does not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property.
14. Construction Contractor - Any person, firm, partnership, corporation, agency or other organization, who in any capacity undertakes or offers to undertake or purports to have the capacity to undertake, or accepts an order or contract to construct, alter, repair, add to, subtract from, or improve any building or other structure, project or improvement or to do any part thereof, including building, plumbing, electrical, mechanical and gas system work, but shall not include an authorized representative of the United States Government or the State, or any political subdivision thereof. Further, the term "Construction Contractor" shall include an individual who undertakes alone to perform a Construction contract.
15. Control – Shall mean that the Minority/Minorities or Woman/Women demonstrate the ability to make unilateral and independent business decisions as needed to guide the future and destiny of the Business enterprise. Additionally, the primary consideration in determining the operational control of the business and the extent to which the Minority/Minorities or Woman/Women actually operates the business will rest upon the unique characteristics of the industry of which the business is a part. The Minority/Minorities or Woman/Women owner must oversee the daily operation of the Business and be perceived by the industry as being in Control of the Firm.
16. County - All references to County or Hillsborough County relate only to functions and responsibilities of the BOCC.
17. Day(s) - One calendar day.
18. Design-Build – A system of contracting under which one entity performs both the architectural/engineering design and Construction. The design-builder has the responsibility for and warrants the design to the owner of the applicable building/structure.
19. DM/DWBE Directory - A compilation of Certified DM/DWBE Businesses retained and published by the County and made available to contractors for use in identifying Subcontractors, material Suppliers, etc.

20. Firm(s) - Any legal entity, other than a "Joint Venture," which is organized in any form (i.e., sole proprietorship, partnership, corporation, LLC, etc.) to engage in lawful commercial transactions for profit.
21. Invitation to Bid - A written solicitation issued by the County for competitive sealed Bids with the title, date, and hour of the public bid opening designated and specifically defining the Commodity, group of Commodities, or services for which Bids are sought. It includes instructions prescribing all conditions for bidding and shall be distributed to all prospective bidders simultaneously. The invitation to bid is used when the County is capable of specifically defining the scope of work for which a Contractual Service or Construction is required or when the agency is capable of establishing precise specifications defining the actual Commodity or group of Commodities required.
22. Joint Venture - An association of two (2) or more persons, partnerships, corporations, or any combination thereof formed to carry on a single business activity which is limited in scope and duration and has complied with all statutory requirements. For the purpose of this Program, only that portion of the services actually performed by Certified DM/DWBE Joint Venturers shall be considered toward DM/DWBE goal attainment.
23. Licensee - A holder of a certificate issued pursuant to Florida Statutes or local Hillsborough County Ordinance, or a person registered pursuant to Florida or local law.
24. Minority Group Members/Minority/Minorities - A lawful, permanent resident of Florida who is:
- a. An African-American - a person having origins in any of the indigenous racial groups of Africa.
 - b. An Hispanic American - a person of Spanish or Portuguese heritage with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
 - c. An Asian American - a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
 - d. A Native American - a person who has origins in any of the Indian Tribes of North American prior to 1835 upon presentation of proper documentation thereof.
 - e. A Woman.
- *** The above definition of Minority Group Members/Minority/Minorities shall be used and applied for the purpose of certification by the County.
25. Prime – the person, consultant, business, and/or entity that directly contracts with the County to perform and/or provide the Contractual Services and/or Commodities and has full responsibility for completing and/or providing the Contractual Services and/or Commodities.

26. Proposal(s) - The offer and/or quote received from a Business in response to a procurement solicitation issued by the County.
27. Registration/Registered - The verification and approval of an application for participation in the County's Small Business Encouragement Program.
28. Request for Proposal(s) - A written solicitation issued by the County for competitive sealed Proposals with the title, date, and hour of the public opening designated. The request for proposals is used when the County is capable of specifically defining the scope of work for which the Commodity, group of Commodities, Construction, Consulting Services, or Contractual Services are required and when the County is requesting that a qualified offeror propose to meet the specifications of the solicitation document. A request for proposals includes, but is not limited to, general information, applicable laws and rules, functional or general specifications, statement of work, proposal instructions, and evaluation criteria. Requests for proposals shall state the relative importance of price and any other evaluation criteria.
29. Shall/May - "shall" is mandatory, whereas "may" is permissive.
30. Subcontractor(s) - A Business Enterprise that contracts to fulfill a part or the whole of a contract made by a principal contractor.
31. Supplier(s) - A Business that performs a Commercially-Useful Business Function within normal industry practices. A bona fide supplier is an established Business that maintains a store and an inventory, sells goods to the public or a number of contractors, and carries, packages, and ships goods manufactured by a number of different companies. To be a "supplier" or "regular dealer," the Business must engage in, as its principal business, and in its own name, the purchases and sale of the products in question. A supplier of bulk items such as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or suppliers within the meaning of this Section.
32. Woman/Women – an adult female human.

ADMINISTRATIVE DIRECTIVE #CS-20

SUBJECT: LICENSING AND PERMITTING REQUIREMENTS FOR COUNTY CONSTRUCTION WORK

EFFECTIVE DATE: JUNE 9, 2008

REVIEW DATE: MAY 13, 2012

SUPERSEDES: May 13, 2005; JULY 23, 2007

PURPOSE

The purpose of this Administrative Directive is to establish a uniform, County-wide policy for all departments engaged in contracting for construction work on County projects and for assuring that appropriately licensed contractors are used and permits are obtained, when required.

DEFINITION

Construction Work – A combination of labor and materials, or labor only, for the repair, retrofit, renovation, construction, demolition, or maintenance of county-owned property.

RESPONSIBILITIES

It is the responsibility of all Departments under the County Administrator to comply with this Directive.

APPLICABILITY

Chapter 489, Florida Statutes, generally requires that all construction work in excess of \$1,000 in value must be performed by a licensed contractor. Two exceptions from such licensing include:

- Work performed in the right-of-way.
- Work performed by a government agency's own forces under \$200,000 in value, [or under the limits prescribed in Chapter 336, as applicable.](#)

POLICY

1. Departments must ensure that contractors working on County construction projects are appropriately licensed under Chapter 489, F.S. Ultimate responsibility for compliance with F.S. 489 lies with the licensed contractor. The project manager is responsible for verifying that a contractor is appropriately licensed before proceeding with the procurement award.
2. If a permit is required for construction work performed by a contractor or by county staff, the work shall be performed under an appropriate permit.

3. The Project Manager having responsibility for overseeing construction work must be appropriately trained to comply with this policy.
4. To assist staff, the Building Services Division of the Planning and Growth Management Department has compiled a list of common types of construction work and licenses and permit requirements associated with each type of construction.
5. Staff preparing a scope of construction work must determine whether the work requires a licensed contractor, what kind of license is required and whether the work will require a permit. The requirements for the type of license and permit shall be included in the scope of work.
6. The County project manager or staff person assigned to oversee the project shall ensure that the contractor has been informed of the requirement to obtain the appropriate permit(s).
7. The Building Services Division, Planning and Growth Management Department and the Purchasing Department will provide support and guidance to departments in implementing this policy.

OVERSIGHT RESPONSIBILITY: Building Services Division and Planning and Growth Management Department.

Approved By: /S/ _____ **June 9, 2008**
County Administrator Date

Appendix F: Evaluation Committee Disclosure Form

EVALUATION COMMITTEE CONFIDENTIALITY AGREEMENT AND CONFLICT OF INTEREST DISCLOSURE FORM

I, understand that pursuant to Florida Statute 119.07, the information regarding _____

is exempt from the Florida Public Records Law for a period of ten (10) calendar days from the date of its opening. Further, I hereby agree not to discuss, copy or otherwise disclose or permit to be disclosed any information I have received or have been given access to in connection with this matter with anyone other than in the prescribed setting for the evaluation of this matter.

In addition, I understand that I am prohibited from serving on an Evaluation Committee if I have a conflict of interest with respect to the business/firm/vendor/consultant being evaluated. I understand and agree to disclose such conflict of interest, in writing, to the Director of Procurement Services prior to performing said evaluation. I also understand that the following activities, interests and relationships are considered to be a conflict of interest which requires that I disclose such conflict to the Director of Procurement Services and which prohibits me from serving on the Evaluation Committee for the business/firm/vendor/consultant with which I have a conflict:

- (1) If I am currently employed or have had past employment with the business/firm/vendor/consultant being evaluated within one (1) year prior to the evaluation; or
- (2) If I am currently serving as a consultant or have served as a past consultant for or with the business/firm/vendor/consultant being evaluated within one (1) year prior to the evaluation; or
- (3) If I have an ownership interest (stocks or assets) in the business/firm/vendor/consultant being evaluated at the time of the evaluation (mutual funds are excluded); or
- (4) If I have a family member (spouse, child, sibling, parent, in-law) with an ownership interest in the business/firm/vendor/consultant being evaluated at the time of the evaluation (mutual funds are excluded);
or
- (5) If I am serving as an officer and/or director in the business/firm/vendor/consultant being evaluated at the time of the evaluation; or
- (6) If I am a party to any current litigation/lawsuit with or against the business/firm/vendor/consultant being evaluated, and/or if I have been a party in any past litigation/lawsuit with or against the business/firm/vendor/consultant being evaluated where such lawsuit concluded less than two (2) years prior to my service on the Evaluation Committee; (I understand that my involvement in a litigation/lawsuit that concluded two (2) or more years prior to my service on the Evaluation Committee does not constitute a conflict of interest); or
- (7) If I am currently involved in an investigation of the business/firm/vendor/consultant being evaluated, and/or if I have been involved in a past investigation of the business/firm/vendor/consultant being evaluated where such investigation was concluded less than one (1) year prior to my service on the Evaluation Committee; (I understand that if there is any uncertainty regarding the applicability of a current or past investigation, then I will disclose this potential conflict in writing and the Director of Procurement Services shall make a determination as to whether a conflict exists.)

I also understand and agree that any other activity, interest or relationship that could possibly be viewed as a conflict of interest or that is in conflict with Florida Statute Section 112.313 (Government Code of Ethics) must be disclosed in writing to the Director of Procurement Services prior to service on an Evaluation Committee, whereupon, the Director of Procurement Services shall make a determination as to whether a conflict exists.

Signature

Date

Printed Name

Department/Title

Appendix G: Board Policy 03.02.01.00, Bids over 10% of Estimate (Construction)

**BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY
TAMPA, FLORIDA 33601**

BOARD POLICY - SECTION NUMBER: 03.02.01.00

SUBJECT: POLICY ON BIDS FOR CAPITAL IMPROVEMENT PROJECTS 10% OR MORE IN EXCESS OF ESTIMATED CONSTRUCTION COSTS

EFFECTIVE DATE: JULY 2, 1980

SUPERSEDES:

Purpose: The purpose of this policy is to establish a uniform system for review of capital improvement project bids exceeding the estimated construction costs by 10% or more.

Policy: It is the policy of the Board of County Commissioners that in instances where the low bid on a Capital Improvement Project amounting to \$50,000 or more exceeds the estimated construction costs by ten percent (10%) or more, the County Administrator shall appoint a committee to review the low bid.

Responsibilities: It is the responsibility of the County Administrator to instruct the Chairman of the Review Committee to set a time for review of the project bid. The review shall consist of, but not be limited to, the plan quality, unit quantities, current unit cost, escalation clauses, if any, and other items pertinent to the project. The Committee shall present recommendations to the County Administrator on whether to accept or reject the low bid.

Attachment
Board of County Commissioners
Resolution 80-497

Approved By: Board of County Commissioners
Approval Date: July 2, 1980

SUBJECT: BIDS FOR CAPITAL IMPROVEMENT PROJECTS 10% OR MORE IN EXCESS OF ESTIMATED CONSTRUCTION COST

POLICY REGARDING BIDS FOR CAPITAL IMPROVEMENT PROJECTS 10% OR MORE IN EXCESS OF ESTIMATED CONSTRUCTION COST

It shall be the policy of the Hillsborough County Board of County Commissioners that in instances where the low bid on a Capital Improvement Project amounting to \$50,000 or more exceeds the estimated Construction cost by ten percent (10%) or more, the County Administrator shall appoint a committee to review the low bid.

The review shall consist of, but not be limited to, the plan quality, the unit quantities, current unit cost, escalation clauses, if any, and other items as deemed pertinent to the project.

Procedure: The County Administrator may, within ten (10) working days, instruct the Chairman of the Review Committee to set a time to review the project bid. The Committee shall consist of the following individuals:

1. Director of the appropriate Division (Chairman)
2. Engineer of Project Manager of the appropriate Department

-
3. Consulting Engineer or Architect, if applicable
 4. Representative of the Office of Management, Budget and Evaluation

The Committee shall analyze the bid, consult with the contractor (lowest responsible bidder), and make recommendations to the County Administrator as to any discrepancies and as to whether or not a recommendation should be made to the Board of County Commissioners to reject or accept the low bid.

APPROVED:

CHAIRMAN OF THE BOARD: Jerry M. Bowner
COUNTY ADMINISTRATOR: William C. Tatum

ATTACHMENT TO:
SECTION #03.02.01.00 BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA
DOCUMENT No. 80-497

Appendix H: CCNA Past Performance Rating

CONSULTANT EVALUATION OF PAST PERFORMANCE BY PRIMARY DISCIPLINE

RATING CONVERSION CHART

Overall Evaluation Rating Average	Number of Points
5.00 – 4.25	5.00
4.24 – 3.89	4.00
3.88 – 3.53	3.00
3.52 – 3.17	2.00
3.16 – 2.81	1.00
2.80 – 2.45	0.00
2.44 – 2.09	-1.00
2.08 – 1.73	-2.00
1.72 – 1.37	-3.00
1.36 – 1.01	-4.00
Below 1.00	-5.00

Notes Regarding the Rating Conversion Chart:

1. This conversion chart will be used in determining the past performance points to be assigned to a firm. The chart is based on the conversion of performance evaluation scores for the project's **primary** discipline (i.e. engineering, architecture, etc.) for Hillsborough County projects to past performance points.
2. The time period for which evaluations will be considered is twenty-four (24) months prior to the Close Date. Firms with no prior evaluations on file will be assigned the county-wide average for the two previously completed fiscal years.

The Requesting Department Director is responsible for ensuring that evaluations (past performance) are conducted at a minimum at the end of each contract or work order (in the case of miscellaneous contracts). Interim evaluations may be completed within the Requesting Department at the reasonable discretion of the Requesting Department Director based on the length of the contract or work order. Final evaluation data shall be submitted electronically through the Consultant Automated Performance Evaluation System (CAPES) in Oracle EBS to the Procurement Services Department.

Appendix I: CCNA VOLUME OF WORK POINTS

<u>DOLLAR VOLUME</u>	<u>POINTS</u>
\$0 - \$200,000	5.0
\$200,001 - \$400,000	4.0
\$400,001 - \$600,000	3.0
\$600,001 - \$800,000	2.0
\$800,001 - \$1,000,000	1.0
OVER - \$1,000,000	0

SUMMARY

- Maximum of five (+5) points
- The time period for which volume of work will be considered: the two (2) previously completed fiscal years
- Points are based on actual fees paid to the firm during the two (2) previously completed fiscal years, as retrieved from the Clerk of the Circuit Court's official financial accounting system (Oracle)
- Point categories are incremented by 1.0 point
- No points are awarded when the two (2) year total exceeds \$1,000,000

Appendix J: CCNA Rating Guide

CONSULTANT SELECTION CRITERIA RATING GUIDE

EVALUATION CRITERIA NO. 1 – ABILITY OF FIRM AND ITS PROFESSIONAL PERSONNEL

- 1 - Project team personnel do not have appropriate level of experience. Project team does not contain all necessary disciplines. Organization of project team is inappropriate.
- 2 - Most project team personnel have the proper level of experience. Project team contains all but one necessary discipline. Organization of project team is inappropriate.
- 3 - All project team personnel have the proper level of experience. Project team contains all necessary disciplines. Organization of project team is adequate to the project.
- 4 - All project team personnel have the proper level of experience and the project manager is uniquely qualified. Project team contains all necessary disciplines. Organization of project team is adequate to the project.
- 5 - All project team personnel have the proper level of experience and several are uniquely qualified. Project team contains all necessary disciplines. Organization of project team is adequate for the project.

EVALUATION CRITERIA NO. 2 – FIRM'S EXPERIENCE WITH PROJECTS OF A SIMILAR TYPE AND SIZE

- 1 - No successful experience with similar type projects.
- 2 - Successful experience with 1 – 2 similar type projects.
- 3 - Successful experience with 3 - 5 similar type projects, at least one of which has been in the past 2 years.
- 4 - Successful experience with more than 5 similar type projects, 1 - 2 of which are the same type and size as the proposed project.
- 5 - Successful experience with more than 5 similar type projects, 3 or more of which are the same size and type as the proposed project.

EVALUATION CRITERIA NO. 3 – FIRM'S WILLINGNESS AND ABILITY TO MEET SCHEDULE AND BUDGET REQUIREMENTS

- 1 - Submittal does not address either the schedule or budget.
- 2 - Submittal shows a longer schedule than in the RFP.
- 3 - Submittal shows schedule same as in the RFP.
- 4 - Submittal shows same or better schedule than the RFP.
- 5 - Submittal shows an improved schedule over the RFP.

EVALUATION CRITERIA NO. 4 – EFFECT OF FIRM'S RECENT, CURRENT AND PROJECTED WORKLOAD

- 1 - Submittal shows that consultant does not have sufficient available personnel to complete project on schedule.
- 2 - Submittal shows that consultant will have to work overtime to complete project on schedule.
- 3 - Submittal shows that consultant has adequate time and available personnel to complete project on schedule.
- 4 - Submittal shows that consultant's project team has adequate time and available personnel to complete project on schedule.
- 5 - Submittal shows that consultant's project team has no or very light current or projected workload.

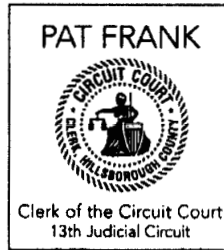
EVALUATION CRITERIA NO. 5 – EFFECT OF PROJECT TEAM LOCATION (ONLY THE EVALUATION COMMITTEE CHAIRPERSON RATES THIS AREA)

- 1 - Non-local location of most of project team including the Project Manager, may adversely affect work quality and schedule.
- 2 - Non-local location of some of project team (project manager local) may adversely affect work quality and schedule.
- 3 - One or two key elements of project teams are non-local and may adversely affect work quality and schedule.
- 4 - Only minor elements of project team are non-local and probably will not affect work quality or schedule.
- 5 - All of the project team is local. (Local is any county within the Tampa Bay Regional Partnership area, i.e. Hillsborough, Pinellas, Pasco, Polk, Manatee, Sarasota and Hernando Counties.)

NOTE: THIS DOCUMENT IS A GUIDE. THE MAJORITY OF PROJECTS WILL USE THE CRITERIA ABOVE FOR RATING THE FIRM'S WRITTEN RESPONSE. FOR SOME PROJECTS, HOWEVER, IT MAY BE NECESSARY TO REVISE THE CRITERIA IN SOME AREAS. FOR EXAMPLE, BUT NOT LIMITED TO, PROJECTS SUCH AS SURVEYING AND MAPPING, GUARANTEED ENERGY SAVINGS (ESCO), AND UNIQUE ARCHITECTURAL PROJECTS MAY REQUIRE REVISED CRITERIA. THE REQUESTING DEPARTMENT MUST IDENTIFY ALTERNATIVE CRITERIA WHEN THE REQUEST IS SUBMITTED TO THE DEPARTMENT OF PROCUREMENT SERVICES IN ORDER FOR THE REVISIONS TO BE INCLUDED IN THE RFP.

ORDINANCE

08-18



September 10, 2008

Norma J. Wise, Director
Hillsborough County Law Library
501 E. Kennedy Boulevard Ste. 100
Tampa, Florida 33602-5027

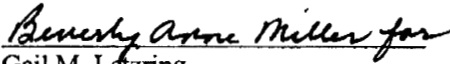
Re: Ordinance #08-18
Establishing Procedures for the Award of Design-Build Contracts; Repealing
Hillsborough County Ordinances 89-38 and 92-39

Dear Ms. Wise:

Attached please find a copy of Hillsborough County Ordinance #08-18 which was adopted by the Board of County Commissioners on September 4, 2008. We are also forwarding acknowledgment received from the Secretary of State. This ordinance has an effective date of September 8, 2008.

If I can provide additional information or be of further assistance, please do not hesitate to contact me.

Sincerely,


Gail M. Letzring,
Manager, BOCC Records

md

Attachments

cc: Evelyn Jefferson, Municipal Code Corporation
Debra A. Cole, Hillsborough County Sheriff's Office
Sandra Davidson, County Attorney's Office
Rosemary Perfit, Senior Assistant County Attorney
Mike Kelly, Director, Real Estate
Lula Banks, Director, Procurement Services
John Hollingshead, Procurement Services



Agenda Item Cover Sheet

Agenda Item N^o. D-3

Meeting Date September 04, 2008

- Consent Section
 Regular Section
 Public Hearing

Subject:
 Public Hearing to consider adopting a new ordinance to govern the selection of Design-Build Contractors and repeal the current design-build ordinances (89-38 and 92-39).

Department Name: County Attorney's Office

Contact Person: Rosemary E. Perfit Contact Phone: 813-272-5670

Sign-Off Approvals:			
		Christine Beck	<u>08/21/2008</u>
		<small>Managing County Attorney</small>	<small>Date</small>
Renée Francis Lee	<u>08/21/2008</u>	NA	<u></u>
<small>County Attorney</small>	<small>Date</small>	<small>Joint Department Director</small>	<small>Date</small>
Eric Johnson	<u>08/22/2008</u>	Rosemary Perfit	<u>08/21/2008</u>
<small>Management and Budget - Approved as to Financial Impact Accuracy</small>	<small>Date</small>	<small>Assistant County Attorney</small>	<small>Date</small>

Staff's Recommended Board Motion:
 Conduct a public hearing to consider adopting a new ordinance to govern the selection of Design- Build Contractors and repeal the current design-build ordinances (89-38 and 92-39).

There is no anticipated financial impact associated with this agenda item.

Financial Impact Statement:
 There is no anticipated financial impact associated with this agenda item.

Background:
 On October 17, 2007, the Board of County Commissioners authorized the drafting of changes to the County's Design-Build Ordinances (89-38 and 92-39). The County Attorney's Office, with assistance from staff, has drafted a new ordinance that will repeal the prior ordinances and replace them. At the August 20, 2008 meeting, the Board of County Commissioners directed staff to schedule a public hearing on this ordinance for September 4, 2008. A notice of public hearing was advertised in a local paper on August 22, 2008. The proposed ordinance will more closely conform to the state statute and provide the County more flexibility in selecting design-build contractors. It provides for the selection of design-build firms through two methods: competitive proposals or a qualifications-based selection.

ORD # 08-18

Under the current ordinances, selection can only be done through competitive proposals, which include a price as part of the selection criteria. Under a qualifications-based selection, price is negotiated after selection.

List Attachments:
Draft Ordinance

ORDINANCE NO. 08-18

**AN ORDINANCE ESTABLISHING PROCEDURES FOR THE
AWARD OF DESIGN-BUILD CONTRACTS; PROVIDING FOR
AUTHORITY; REPEALING HILLSBOROUGH COUNTY
ORDINANCES 89-38 AND 92-39; PROVIDING FOR
DEFINITIONS; PROVIDING FOR SELECTION OF DESIGN-
BUILD FIRMS THROUGH COMPETITIVE PROPOSALS OR
QUALIFICATIONS-BASED SELECTION; PROVIDING FOR
DELEGATION OF AUTHORITY; PROVIDING FOR
SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, Section 287.055 (9)(a), Florida Statutes (2007), known as the Consultants' Competitive Negotiation Act ("CCNA"), provides that each agency must award design-build contracts in accordance with the procurement laws, rules, and ordinances applicable to the agency; and

WHEREAS, in 1989, the County adopted its first design-build ordinance; and

WHEREAS, in 1992, the County amended that ordinance; and

WHEREAS, the state law governing design-contracts (Section 287.055(9)) has been revised several times since the County last revised its ordinance; and

WHEREAS, the County seeks to revise its design build ordinance to more closely reflect the current state statute.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA:

SECTION 1. AUTHORITY

Hillsborough County is authorized by Section 287.055 (9)(a), Florida Statutes (2007), to adopt an ordinance governing the award of design-build contracts.

SECTION 2. REPEAL OF HILLSBOROUGH COUNTY ORDINANCES 89-38 AND 92-39.

- A. Hillsborough County Ordinance Nos. 89-38 and 92-39 are hereby repealed and the provisions in this Ordinance shall hereby govern the selection process for procuring design-build contractors.

SECTION 3. DEFINITIONS

- A. **ADMINISTRATOR** means the County Administrator of Hillsborough County, Florida, or his/her designee.
- B. **BOARD** means the Board of County Commissioners of Hillsborough County, Florida.
- C. **COMPENSATION** means the amount paid by the County for services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.
- D. **COUNTY** means Hillsborough County, Florida.
- E. **DESIGN-BUILD CONTRACT** means a single contract with a design-build firm for the design and construction of a public construction project.
- F. **DESIGN-BUILD FIRM** means a partnership, corporation, or other legal entity that:
 - 1) Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - 2) Is certified under Section 471.023, Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 to practice or offer to practice architecture; or certified under Section 481.319 to practice or to offer to practice landscape architecture.
- G. **DESIGN CRITERIA PACKAGE** means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to County's request for proposal, or to permit County to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including, the legal description of the site, survey information concerning the site, interior space requirements, material quality standard, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

-
- H. DESIGN CRITERIA PROFESSIONAL means a firm who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under Chapter 471, Florida Statutes, to practice engineering and who is employed by or under contract to the County for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.
- I. NEGOTIATE or any form of that word means to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price. It does not include presentation of flat-fee schedules with no alternatives or discussion.
- J. PROJECT means that design-construction activity described in the public notice/advertising of need for services and may include:
- 1) A grouping of minor construction, rehabilitation, or renovation activities.
 - 2) A grouping of substantially similar construction, rehabilitation, or renovation activities.

SECTION 4. SELECTION PROCEDURES

A. Public Announcement

- 1) The County Administrator shall publicly advertise in a uniform and consistent manner on each occasion when design-build services are required except in cases of valid public emergencies as declared by the Board. The advertisement shall include a general description of the project and shall indicate how, and the time within which, interested design-build firms may apply for consideration.

B. Legal Qualifications

- 1) Any firm or individual desiring to provide design-build services to the Board must first be determined legally qualified.

Legal qualifications are:

- a. Firms must be properly certified to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

- b. Firms must be properly certified to practice or to offer to practice engineering, architecture, or landscape architecture.
- c. The firm shall be duly qualified to perform its proposed service under any other applicable law.

C. Evaluation Committee

- 1) An Evaluation Committee appointed by the County Administrator or his/her designee shall be used to select design-build firms for recommendation to the Board.

D. Competitive Proposal and Qualifications-Based Selections

The County may award a design-build contract through a competitive proposal selection or by use of a qualifications-based selection process.

- 1) Competitive Proposal Selection Process. Procedures for the use of a competitive proposal selection process must include at a minimum the following:
 - a. The preparation of a design criteria package for the design and construction of the public construction project. The design criteria package shall be prepared and sealed by a design criteria professional employed by or retained by the County. A design criteria professional who has been selected to prepare the design criteria package shall not be eligible to render services under a design-build contract resulting from the design criteria package
 - b. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.
 - c. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.
 - d. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and

procedures established prior to the solicitation of competitive proposals.

- e. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the County of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.
 - f. In the case of public emergencies, the County may declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.
- 2) Qualifications-Based Selection Process. Procedures for the use of a qualifications-based selection process must include at a minimum the following:
- a. During the qualifications based selection process, the County will employ or retain a licensed design professional appropriate to the project to serve as the County's representative.
 - b. For each proposed project, the County shall evaluate statements of qualifications and performance data submitted by design-build firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.
 - c. The County shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the County shall consider such factors as the ability of professional personnel; whether a firm is certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the County, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The County may request, accept, and consider proposals for the

compensation to be paid under the contract only during competitive negotiations.

- d. The County shall negotiate a contract with the most qualified design-build firm at compensation which the County determines is fair, competitive, and reasonable. The selected firm will, subsequent to competitive negotiations, establish a guaranteed maximum price and guaranteed completion date.
- e. Should the County be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the County determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the County must terminate negotiations. The County shall then undertake negotiations with the third most qualified firm.
- f. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the County shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

SECTION 5. DELEGATION OF AUTHORITY

- A. In addition to the minimum selection procedures set forth in this Ordinance, the County Administrator shall implement selection procedures which may include, but are not limited to:
 - 1) Specific RFP requirements.
 - 2) Oral presentations, where appropriate.
 - 3) Method of scoring and ranking.
 - 4) Method of evaluating performance of design-build firms.

SECTION 6. SEVERABILITY

- A. If any section, subsection, sentence, clause, phrase or provision of this Ordinance is held invalid or unconstitutional by any Court of competent jurisdiction, then such invalidity or unconstitutionality shall not be so

construed as to render invalid or unconstitutional the remaining provisions of the Ordinance.

SECTION 7. EFFECTIVE DATE

- A. This Ordinance shall take effect upon the filing of this Ordinance with the Department of State, State of Florida.

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I, PAT FRANK, Clerk of the Circuit Court and Ex Officio Clerk of the Board of County Commissioners of Hillsborough County, Florida, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance adopted by the Board at its regular meeting of September 4, 2008 as the same appears of record in Minute Book 388, of the Public Records of Hillsborough County, Florida.

WITNESS my hand and official seal this 5th day of September, 2008.

PAT FRANK
CLERK OF THE CIRCUIT COURT

BY: Maria O.K. Ditt
DEPUTY CLERK

Approved by County Attorney

By: Rosemary E. [Signature]
Approved as to form and legal
sufficiency





FLORIDA DEPARTMENT of STATE

CHARLIE CRIST
Governor

STATE LIBRARY AND ARCHIVES OF FLORIDA

KURT S. BROWNING
Secretary of State

September 9, 2008

Ms. Gail M. Letzring
Manager, BOCC Records
Clerk of the Circuit Court
Hillsborough County
P. O. Box 1110
Tampa, Florida 33601

Dear Ms. Letzring:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your letter dated September 5, 2008, and certified copies of Hillsborough County Ordinance Nos. 08-18 and 08-19, which were filed in this office on September 8, 2008.

Sincerely,

Liz Cloud
Program Administrator

LC/srd

RECEIVED
2008 SEP -9 PM 3:49
CLERK TO
THE BOARD (B)

DIRECTOR'S OFFICE

R.A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
850.245.6600 • FAX: 850.245.6735 • TDD: 850.922.4085 • <http://dhs.dos.state.fl.us>

COMMUNITY DEVELOPMENT
850.245.6600 • FAX: 850.245.6643

STATE LIBRARY OF FLORIDA
850.245.6600 • FAX: 850.245.6744

STATE ARCHIVES OF FLORIDA
850.245.6700 • FAX: 850.488.4894

LEGISLATIVE LIBRARY SERVICE
850.488.2812 • FAX: 850.488.9879

RECORDS MANAGEMENT SERVICES
850.245.6750 • FAX: 850.245.6795

ADMINISTRATIVE CODE AND WEEKLY
850.245.6370 • FAX: 850.245.6282

Sep 9 2008 03:30pm P.02

Received: FLA. DEPT. OF STATE Fax: 850-245-6282

9076

The Tampa Tribune

Published Daily

Tampa, Hillsborough County, Florida

State of Florida)
County of Hillsborough) SS.

Before the undersigned authority personally appeared C. Pugh, who on oath says that she is the Advertising Billing Supervisor of The Tampa Tribune, a daily newspaper published at Tampa in Hillsborough County, Florida; that the attached copy of the

Legal Ads IN THE Tampa Tribune

In the matter of Legal Notices

was published in said newspaper in the issues of

08/22/2008

Affiant further says that the said The Tampa Tribune is a newspaper published at Tampa in said Hillsborough County, Florida, and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida, each day and has been entered as second class mail matter at the post office in Tampa, in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, this advertisement for publication in the said newspaper.

Legal Notices

NOTICE OF INTENT TO CONSIDER COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:

Notice is hereby given that the Board of County Commissioners of Hillsborough County, Florida, intends to consider for the purpose of enactment, the following ordinance at a meeting on **September 4, 2008 at 2:00 p.m.**, in the Board Room, County Center, Second Floor, 601 East Kennedy Boulevard, Tampa, Florida.

AN ORDINANCE ESTABLISHING PROCEDURES FOR THE AWARD OF DESIGN-BUILD CONTRACTS; PROVIDING FOR AUTHORITY; REPEALING HILLSBOROUGH COUNTY ORDINANCES 89-38 AND 92-38; PROVIDING FOR DEFINITIONS; PROVIDING FOR SELECTION OF DESIGN-BUILD FIRMS THROUGH COMPETITIVE PROPOSALS OR QUALIFICATIONS-BASED SELECTION; PROVIDING FOR DELEGATION OF AUTHORITY; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

ANY PERSON WHO MIGHT WISH TO APPEAL ANY DECISION MADE BY THE HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING ANY MATTER CONSIDERED AT THE FORTHCOMING PUBLIC HEARING OR MEETING IS HEREBY ADVISED THAT THEY WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE THEY MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH WILL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH SUCH APPEAL IS TO BE BASED. ALL INTERESTED PARTIES MAY APPEAR AT THE ABOVE REFERENCED HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE. A COPY OF THE PROPOSED ORDINANCE MAY BE INSPECTED BY THE PUBLIC AT THE CLERK'S OFFICE ON THE 12TH FLOOR OF THE COUNTY CENTER AT 601 E. KENNEDY BLVD., TAMPA, FL 33602.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THESE PROCEEDINGS, AND ALSO THOSE SEEKING AN INTERPRETER, SHOULD CONTACT THE CITIZENS' ACTION CENTER AT TELEPHONE NUMBER (813) 272-5900 NOT LATER THAN 48 HOURS PRIOR TO THE PROCEEDINGS. THIS MEETING WILL BE CAPTIONED FOR THE HEARING IMPAIRED.

**CHAIRMAN, BOARD OF COUNTY COMMISSIONERS
Hillsborough County, Florida**

9076 8/22/08

C. Pugh

Sworn to and subscribed by me, this 22 day of August, A.D. 2008

Personally Known or Produced Identification _____
Type of Identification Produced _____



Ana Maria Hodel
Commission # DD551367
Expires: MAY 11, 2010
WWW.AARONNOTARY.COM

Ana Maria Hodel

RECEIVED BY
AUG 25 2008
COUNTY ATTORNEYS OFFICE
ACCOUNTANT



September 5, 2008

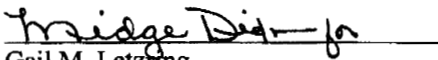
MS LIZ CLOUD CHIEF
BUREAU OF ADMINISTRATIVE CODE
DEPARTMENT OF STATE
500 SOUTH BRONOUGH ST RA GRAY BLDG RM 101
TALLAHASSEE FL 32399-0250

Re: Ordinance #08-18
Establishing Procedures for the Award of Design-Build Contracts; Repealing
Hillsborough County Ordinances 89-38 and 92-39

Dear Ms. Cloud:

Pursuant to the filing requirements of Florida Statutes 125.66, we are forwarding (by Federal Express) an executed original of Hillsborough County Ordinance #08-18, adopted by the Board of County Commissioners on September 4, 2008. It is respectfully requested that you provide this office with the required official acknowledgment of your receipt and filing of said ordinance.

Sincerely,


Gail M. Letzing,
Manager, BOCC Records

bam
Attachment
Federal Express AB# 8545 8551 2333

FedEx Express **US Airbill**

FedEx Tracking Number **8545 8551 2333**

Form ID No. **0215**

1 From Please print and press hard
 Date **9-5-08** Sender's FedEx Account Number **1140-8846-3**

Sender's Name **BOCC RECORDS PROCESSING** **813) 276-8100**

Company **CLERK CIRCUIT COURT 12TH FL**
601 EAST KENNEDY BLVD

Address **TAMPA FL 33602**

City **TAMPA** State **FL** ZIP **33602-3503**

2 Your Internal Billing Reference **180** Ord # **08-18**

3 To
 Recipient's Name _____

Company **LIZ CLOUD CHIEF**
BUREAU OF ADMINISTRATIVE CODE

Recipient's Address **DEPARTMENT OF STATE**
500 S BRONOUGH ST RA GRAY BLDG
TALLAHASSEE FL 32399-0250

Address _____

City _____ State _____ ZIP _____

0325195766

By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability.
Questions? Go to our Web site at fedex.com
 or call 1.800.GoFedEx 1.800.463.3333.

4a Express Package Service **Packages up to 150 lbs.**

FedEx Priority Overnight Next business morning* **FedEx Standard Overnight** Next business afternoon* FedEx First Overnight Earliest next business morning delivery to select locations.**

FedEx 2Day Second business day** FedEx Express Saver Third business day**

4b Express Freight Service **Packages over 150 lbs.**

FedEx 1Day Freight* Next business day** FedEx 2Day Freight Second business day** FedEx 3Day Freight Third business day**

* Call for Confirmation. ** Declared value limit \$500.

5 Packaging

FedEx Envelope* FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak. FedEx Box FedEx Tube Other

6 Special Handling

SATURDAY Delivery HOLD Weekday at FedEx Location HOLD Saturday at FedEx Location

Does this shipment contain dangerous goods?
 No Yes As per attachee Shipper's Declaration Yes Shipper's Declaration not required Dry Ice Cry. Ice, 9, UN 1845 Cargo Aircraft Only

7 Payment **BILL TO:** Enter FedEx Acct. No. or Credit Card No. below.

Sender Acct. No. in Section 1 will be billed. Recipient Third Party Credit Card Cash/Check

FedEx Acct. No. _____ Exp. Date _____
 Credit Card No. _____

Total Packages	Total Weight	Total Declared Value†
		\$ 00

† Our liability is limited to \$500 unless you declare a higher value. See back for details. FedEx Use Only

8 Residential Delivery Signature Options If you require a signature, check Direct or Indirect.

No Signature Required Package may be left without obtaining a signature for delivery. Direct Signature Anyone at recipient's address may sign for delivery. Indirect Signature If no one is available at recipient's address, anyone at a neighboring address may sign for delivery.

Rev. Date 5/25/07 Part # 58279 © 1994-2005 FedEx PRINTED IN U.S.A. -SRS

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE.

519

**FLORIDA COUNTY ORDINANCE DATA RETRIEVAL SYSTEM
(CODRS) CODING FORM**

Instructions: Florida's Department of State, Bureau of Administrative Code has developed the County Ordinance Data Retrieval System (CODRS) to facilitate the tracking of County ordinances in Florida's 67 Counties. CODRS' data base is composed of over 25,000 county ordinances enacted since 1974.

We request your cooperation in completing this coding form. It is to be completed whenever your county enacts a new ordinance. Simply complete this form and include it with other pertinent ordinance information that is submitted to the Bureau of Administrative Code.

To code this form properly, please refer to the "keyfields" description sheet that has been given to your County Attorney's Office. If you do not have this sheet please contact the Bureau. We will be happy to fax one to you for referencing purposes. Please fill out this form as completely as is possible.

Thank you for your assistance. Should you need further assistance please contact the Bureau of Administrative Code, Department of State at (850)245-6270 or Suncom 205-6270.

COUNTY: (Hillsborough _____) COUNTY ORDINANCE # (08 -18 _____)
(e.g., 00-001)

PRIMARY KEYFIELD
DESCRIPTOR: (Design-Build _____)

SECONDARY KEYFIELD
DESCRIPTOR: (_____)

OTHER KEYFIELD
DESCRIPTOR: (Selection of Design-Build Contractors _____)

ORDINANCE DESCRIPTION: (Design-Build Contracts _____)
(25 characters maximum including spaces)

ORDINANCES AMENDED: (List below the ordinances that are amended by this legislation. If more than two, list the most recent two.)

AMENDMENT # 1: (_____) AMENDMENT # 2: (_____)

ORDINANCES REPEALED: (List below the ordinances that are repealed by this legislation.)

REPEAL # 1: (89-38 _____) REPEAL # 3: (_____)

REPEAL # 2: (92-39 _____) REPEAL # 4: (_____)

(Others repealed: List all that apply): _____

(FOR OFFICE USE ONLY): COUNTY CODE NUMBER: (_____)

KEYFIELD 1 CODE: (_____) KEYFIELD 2 CODE: (_____)

KEYFIELD 3 CODE: (_____)

Rev. 4/10/01

Office of the County Attorney

BOARD OF COUNTY COMMISSIONERS

Brian Blair
Rose V. Ferlita
Ken Hagan
Al Higginbotham
Jim Norman
Mark Sharpe
Kevin White



Renée Francis Lee, County Attorney
Donald R. Odom, Deputy County Attorney

Managing Attorneys

Christine M. Beck
Robert E. Brazel
Hank Ennis
Mary Helen Farris
Susan J. Fernandez
Sheree C. Fish
Adam J. Gormly
Jennie Granahan Tarr

MEMORANDUM

TO: Midge Dixon, Clerk, BOCC Records

FROM: ^{REP} Rosemary E. Perfit, Senior Assistant County Attorney

Re: **AN ORDINANCE ESTABLISHING PROCEDURES FOR THE AWARD OF DESIGN-BUILD CONTRACTS; PROVIDING FOR AUTHORITY; REPEALING HILLSBOROUGH COUNTY ORDINANCES 89-38 AND 92-39; PROVIDING FOR DEFINITIONS; PROVIDING FOR SELECTION OF DESIGN-BUILD FIRMS THROUGH COMPETITIVE PROPOSALS OR QUALIFICATIONS-BASED SELECTION; PROVIDING FOR DELEGATION OF AUTHORITY; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

Date: September 4, 2008

An original final copy of the above-referenced ordinance adopted by the BOCC on September 4, 2008 is attached. Please number and certify the ordinance and file with the Florida Department of State in accordance with Section 125.66, Florida Statutes.

Please provide this office with a date-stamped copy of the official acknowledgement from the Department of State that the ordinance has been filed, showing receipt by your office. Also, the original proof of notice showing the ordinance was advertised on August 22, 2008 in the Tampa Tribune is attached.

Thank you for your assistance with this matter.

REP:mb

Enclosures

64899501.doc

601 E. Kennedy Boulevard, 27th Floor
Post Office Box 1110 • Tampa, Florida 33601
(813) 272-5670
Fax: (813) 272-5231
An Affirmative Action/Equal Opportunity Employer

RECEIVED
2008 SEP - 4 PM 3:40
FOR THE BOARD (B)

Appendix M: Board Policy 03.02.07.00, Minimum Contract Provisions

**BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY
TAMPA FLORIDA 33601**

BOARD POLICY SECTION NUMBER: 03.02.07.00

SUBJECT: MINIMUM CONTRACT PROVISIONS AND FILING REQUIREMENTS

EFFECTIVE DATE: December 7, 2005

SUPERSEDES: February 16, 2005

Purpose: To ensure inclusion of certain minimum provisions in contracts with any person or entity from whom the County purchases goods and services. Further, to prescribe that original documents shall be filed with the Clerk to the Board upon execution by the parties.

Policy: It is the policy of the Board of County Commissioners that all contracts with any person or entity from whom the County purchases goods and services shall, to the extent applicable, include language addressing the following areas: access to records, retention of records, insurance disclosures and equal opportunity. It is also the policy of the Board of County Commissioners that the original of all such agreements be filed with the Clerk to the Board upon execution thereof and maintained with other Board records. The requirements of this Policy shall apply to all contracts executed by the Chair of the Board of County Commissioners, or under specifically authorized delegations to the County Administrator, the County Attorney or the Internal Performance Auditor.

Responsibilities: The County Administrator, in consultation with the County Attorney, shall establish an Administrative Directive to accomplish this Board Policy for the departments under the Administrator. The County Attorney and the Internal Performance Auditor shall also establish an internal policy to accomplish this Board Policy.

Approved By: Board of County Commissioners
Date: December 7, 2005

Appendix N: AD-04, Agenda Process

HILLSBOROUGH COUNTY
Office of the County Administrator

ADMINISTRATIVE DIRECTIVE #AD-04

SUBJECT: BOCC REGULAR MEETING AGENDA PROCESS

EFFECTIVE DATE: September 9, 2021

REVIEW DATE: September 9, 2026

SUPERSEDES: November 5, 2007 and September 13, 2005

Purpose:

The purpose of this Administrative Directive is to establish uniform policies and procedures for the preparation and submission of agenda items and follow-up for regularly scheduled meetings of the Board of County Commissioners ("Board").

Responsibilities:

It is the responsibility of all Deputy/Chief/Assistant County Administrators, Departments under the County Administrator, and all other governmental agencies involved in the agenda process to comply with the policies and procedures outlined in this Administrative Directive.

Prior to submission into the Agenda Management System, all agenda items should be reviewed by the department's Deputy/Chief/Assistant County Administrator, the appropriate County Attorney, Management and Budget, and Procurement, if applicable. All agenda items must be submitted through the Agenda Management System for review and approval and must be prepared in advance to allow sufficient time for adequate review by all reviewers in the agenda item approval path.

Individuals who are involved in creating, submitting, and/or approving agenda items must receive proper training by Administrative Services in order to receive a password to use the Agenda Management System. Supplemental reference materials are available on COIN.

The schedule of regular meetings, agenda deadlines, and agenda review meetings is published and posted on COIN prior to the beginning of the calendar year, as approved by the Board. Board meetings are scheduled for the first and third Wednesdays of each month, pursuant to Board policy, unless a conflict caused by other scheduled commitments necessitates the absence of Board members. If a Board meeting is postponed or rescheduled, notification of the revised agenda item submission deadline will be provided by the County Administrator's Office.

SECTIONS OF THE AGENDA

Consent Section (A items):

All agenda items that are routine in nature and are not anticipated to generate Board and/or public discussion should be marked for the Consent section of the Board's agenda. This section should not be

used for new Board policy or any major policy decisions by the Board. The financial impact of Consent Section items is typically under \$1 Million.

Board Reports on Various Authorities, Boards, and Councils:

These reports are typically placed in the Consent Section. Staff who are assigned to the various Authorities, Boards, and Councils and prepare reports on behalf of the Board members are to obtain approval from the Commissioners represented, with either a manual signature on the report, or via an email indicating approval. Such approval is to be provided to Administrative Services staff prior to entering the report into the Agenda Management System.

Regular Section (B Items):

Agenda items that require explanation by staff, that are of a more complex nature, or that may create discussion by the Board and/or the public, should be marked for the Regular section of the Board's agenda. This Section should be used for new Board policy or any major policy decisions by the Board. The originator of the agenda item is to enter the anticipated Board meeting date on the appropriate field in the Agenda Management System.

County Administrator Briefings (C Items):

County Administrator briefings will be for information only and require no action by the Board. Samples of such briefings include but are not limited to:

- Advising the Board of a “work in progress” item that may require future Board direction or discussion.
- Providing a brief update on an item that may have future impact on County Government of which the Board was previously unaware
- Advising of actions taken by other governmental agencies which may impact Hillsborough County.

The format will be a memorandum prepared for the County Administrator’s signature, with no cover sheet. The closing paragraph will state that the briefing is for informational purposes only and requires no Board action.

Public Hearings (D Items):

Public Hearings will be held as necessary to receive public comment on matters of special importance or as prescribed by law.

Scheduled Appearances (E Items):

Special appearance by an outside individual or agency.

Commissioner Items (F Items):

Agenda items submitted by Commissioners.

Staff Reports (G Items):

Staff reports must follow the same approval path as agenda items. Staff reports marked for the Consent section of the Board's agenda are informational reports and are not subject to discussion. Staff reports marked for the Regular section of the Board's agenda provide for Board, staff, and public discussion. Staff reports will not contain recommendations for Board action.

PREPARATION AND SUBMISSION OF AGENDA ITEMS

This section contains the standard procedures for submitting agenda items and staff reports to the Board for its consideration.

Agenda items submitted for the regularly scheduled Board meetings must be fully approved in the Agenda Management System no later than the 3 pm Friday agenda deadline. Items not meeting this deadline will not appear on the Draft Agenda.

Any agenda item which has been deferred by the Board to a specific date will automatically be placed by Administrative Services on the agenda for that date using the originally submitted agenda cover sheet and backup material, unless advised otherwise by the initiating department.

Once an agenda item has been through the approval path and included on the Draft Agenda, any changes to the agenda item or backup material must be made by resubmitting the agenda item through the Agenda Management System.

COMPLETING A STANDARD AGENDA ITEM COVER SHEET (Regular or Consent)

All blocks of the agenda item cover sheet, including the Staff's Recommended Board Motion, the Financial Impact Statement, and the Background must be written in a manner that is concise, complete, and understandable.

Subject: This block is a brief description of the agenda item used for the purpose of immediate identification. If the item pertains to a procurement item, the Bid (RFP,RFQ,RPS) number is to be included. Limit to one line, if possible.

Staff's Recommended Board Motion: This block should clearly state what is involved in the item and what specific motion or action is recommended to be adopted by the Board. Begin the recommendation with an action verb and include the elements of who, what, when, where, why, benefit to the County/citizens, how much, and funding source. This statement is the language that appears on the Board Agenda and should be the Board action intended by staff. **The language from the Financial Impact Statement should be included as the last line of the Staff's Recommended Board Motion. If there is no cost or budget impact, a statement should be made to that effect. Items not describing the cost, budget impact and funding source will be rejected by Administrative Services for resubmission.** Additional detail needed for the recommended Board action should be included in the Background Section. The motion block is limited to 5,500 characters.

Address the following topics when developing the Staff's Recommended Board Motion section:

WHO - Who is involved in the action or the item? (Board, Assistant County Administrator/ Department/Outside Agency, Consultant Firm, Vendor, Contractor, etc.).

WHAT - What specific action needs to be taken by the Board? (To approve an agreement, contract, payment resolution, grant application, etc.).

WHEN - Is there a time element involved? Will the recommended action cover a specific period?

WHERE - Is the location of the subject recommendation a factor to be considered?

WHY – Why is the action being requested?

BENEFIT – What is the benefit to the County/citizens?

HOW MUCH - What are the costs involved to the County?

FUNDING SOURCE – What fund will be used to pay for the requested item?

Financial Impact Statement: This block is a concise but **detailed** narrative description that identifies the cost and/or budget impact that may occur if the Board approves Staff's Recommended Board Motion. When appropriate, the financial impact that may occur if Staff's Recommended Board Motion is not approved should also be included. All direct costs, indirect or delayed costs, or revenues related to the Staff's Recommended Board Motion should be detailed in the Financial Impact Statement section. The writer should indicate the frequency of the anticipated financial impact. It should also be indicated in the Financial Impact Statement block whether the cost or revenue will occur once or if it will recur periodically over a specified period of time.

Background: This block should include illustrative background or technical information that explains and supports the Staff's Recommended Board Motion. The Background section allows great latitude for presenting information to the Board and the public. Write this section as if the reader is unfamiliar with the content, balancing the reader's need to know with the need to be concise. Explain why the requested Board action is necessary and detail the benefits and drawbacks that will result therefrom. Identify the options that were considered in developing Staff's Recommended Board Motion and how the various options were reduced to a single recommendation. Whenever necessary, pertinent historical information should be included in the Background section. Potential questions should be anticipated and answered in the narrative. Language should be plainly stated and acronyms and opinions avoided.

Approvals: This block is included on the Agenda Item Cover Sheet and reflects approvals by the Department Director, Management and Budget (approved as to financial impact accuracy) and County Attorney (approved as to legal sufficiency only). The appropriate Deputy/Chief/Assistant County Administrator will be the final signature approver, following the aforementioned approvals.

Procurement: Approval by a Department of Procurement Services staff member is not required on the agenda item cover sheet. However, Procurement Services needs to approve the contract document itself for all procurement items by way of initials in the approval box (**see signature block below**). This requirement applies to all modifications or other actions being taken that was originally awarded as a "procurement" (Bid, RFP, RFQ, RPS, sole source, etc.), and **NOT** the non-procurements such as interlocal agreements, grants, RFA's, etc.

BOCC Staff	Approval	Date
Department Fiscal		
Department Director		
Procurement		
County Attorney: Approved as to Form and Legal Sufficiency		

All items will automatically be routed in the Agenda Management System to Management and Budget and the County Attorney's Office allowing them to either approve or reject the item. If either Department rejects the item back to the initiator, they will be required to add a note indicating the reason for the rejection.

Attachments: This block should list all supporting or background documents (backup). Attachments must be uploaded into the Agenda Management System as a **single PDF** document. Please ensure the single PDF document is properly oriented to be easily read and complies with the Americans with Disabilities Act.

If the item contains materials depicting a graphical representation of new building construction as a requirement of the professional services contract, (fire stations, libraries, park buildings, water and wastewater treatment plants, solid waste buildings, service centers, social service buildings, and other similar buildings that are expected to be visited by or readily visible to the general public) the aforementioned graphical representations shall be scanned and made a part of the Agenda materials.

Budget Amendments: If an agenda item requires a budget amendment, include the Line Item Detail as an attachment to the agenda item. All Budget Amendment agenda items require the approval of the Management and Budget Department.

Note that an item that also requires a Budget Amendment in conjunction with an agreement or resolution should be combined as a two-part agenda item. Part one of the recommendation should be approval of the item and part two should be approval of the Budget Amendment.

Use whatever back-up materials are necessary to document and accompany the agenda item but use only those documents that directly relate to and substantiate the requested action.

DRAFT AGENDA DISTRIBUTION AND AGENDA REVIEW

Administrative Services will forward an electronic copy of the Draft Agenda via email to interested parties no later than close of business on Friday the week preceding the corresponding Board meeting. The Draft Agenda is assembled in anticipation of the Agenda Review meeting.

The Agenda Review meeting is typically held on Wednesday one week prior to the next week's regularly scheduled Board meeting. The purpose is to gain understanding of all items on the agenda, address potential questions, and ensure all items submitted to the Board are in proper order.

If an agenda item is not fully approved in the Agenda Management System by the agenda item submission deadline, it may be submitted for consideration to the submitting department's Deputy/Chief/Assistant County Administrator and to Administrative Services by 3 p.m. on the Friday prior to Agenda Review and, if approved, submitted to the County Administrator on Monday at 3 p.m. prior to the Agenda Review Meeting. These items are typically referred to as walk-on items. If approved by the County Administrator for inclusion in the Board's agenda, the agenda item must be created and submitted through the Agenda Management System and fully approved by the 11 a.m. Final Agenda Deadline on Thursday in order to be included in the Board's Final Agenda.

FINAL AGENDA DISTRIBUTION

Administrative Services shall be responsible for providing electronic and/or printed agenda documents to the Board and Board Records and posting the agenda and backup documents to the County website by the Friday prior to the next week's Board meeting.

ADDENDUM TO THE AGENDA

Any changes to an agenda item on the Final Agenda must be handled as a revision to the agenda item on the Addendum. Revisions to agenda items shall be uploaded by Administrative Services to the County website and sent via email to the Board and other designated departments involved in the agenda process. This procedure provides the integrity needed to ensure that no changes are made to agenda items following approval of the agenda item.

Exceptions to these submission requirements must be approved by the County Administrator.

The Draft Addendum must be distributed 48 hours prior to the Board meeting, typically 9 a.m. on the Monday preceding the Wednesday meeting. The Final Addendum must be distributed by close of business the day before the Board meeting, typically at 5 p.m. on Tuesday preceding the Wednesday meeting.

OFF-THE-AGENDA ITEMS AND SUPPLEMENTAL MATERIALS FOR THE AGENDA (Pink Slips)

Off-the-Agenda items are to be avoided and will not be accepted as late submission without adequate justification as to the urgency involved and an explanation as to why it was not submitted prior to deadline. However, it is recognized that emergency conditions do arise requiring an action out of original channels. Off-the-Agenda items must be approved by the County Administrator to be processed for Board action. Signatures must be obtained on the cover sheet, as well as any contract/agreement requiring the Board Chair’s signature, prior to submission of the item. Administrative Services staff will process Off-the-Agenda items in the Agenda Management System. Finalized versions of agenda item backup materials should be submitted prior to the publication of the Board's Final Agenda. However, it is recognized that occasionally the inclusion of additional documentary information may be necessary. In those cases, the additional back-up materials will be added as Supplemental Agenda Items on the Final Addendum. This supplemental information will be emailed to each Board member and uploaded to the County website as an Addendum to the Final Agenda by Administrative Services.

BOARD CHAIR’S SIGNATURE PREPARATION AND PROCESS

OnBase training and uploading rights by the Clerk’s Office are required prior to submission of documents for electronic signature by the Board Chair. Original documents (e.g., contracts with original signatures by other party) requiring the Board Chair’s signature must be provided by the department directly to Board Records in the Clerk’s Office via OnBase for processing, signature, and recording by 3 p.m., Friday, before the Board meeting to allow sufficient time for processing for the Board Chair’s signature. Before submitting documents, a County Attorney signature or initials is required on the signature page or pages where the Board Chair is to sign. **(See signature block below)**. Documents requiring manual signature should also be submitted by the Friday 3 p.m. deadline. Departments should submit the requested number of original documents for manual signature with a memo stating the Department Name, Contact Person, Meeting date, and the number of originals needed. Documents not submitted by Friday at 3 p.m. will be signed the following week. Once the agenda items are approved by the Board, the agenda items needing electronic or manual signature will be executed by the Board Chair and returned to the department or agency via OnBase.

BOCC Staff	Approval	Date
Department Fiscal		
Department Director		
Procurement Services		
County Attorney: Approved as to Form and Legal Sufficiency		

FOLLOW-UP FROM THE BOARD MEETING

A recap of the Board meeting will be prepared by Administrative Services for review by the County Administrator within 48 hours following the meeting, or as soon thereafter as possible. The recap will be a brief synopsis of staff’s understanding of items approved by the Board and public comments. All directives by the Board will be scheduled on a Future Issues List which will automatically generate an Administrative Assignment that will include dates to report back to the Board.

The Recap Memorandum will be sent via electronic mail within three days following the meeting, or as soon thereafter as possible. It is the responsibility of each impacted staff member to read the Recap

Memorandum to ensure that staff assignments are tracked and followed through to completion. Administrative Assignments that emanate from Board meetings will be entered by Administrative Services into a tracking system to help ensure compliance by the affected departments.

POSTING OF AGENDA, RECAP, AND CAPTIONING

For all Board meetings Administrative Services (Regular Meetings) or Development Services (Land Use Meetings) will post the meeting agenda, each agenda item with electronic links to its corresponding backup material, and the meeting recap to the County website. Communications will post the meeting captioning. The Clerk’s Office will provide the meeting minutes link on the County website. Board meetings include Public Hearings, Workshops, Land Use Meetings, and Joint Meetings with outside organizations, and regularly scheduled Board meetings.

Responsibility: Government Relations and Strategic Services

Approved by: *Kevin M. White*
County Administrator
Date: 09/09/21

Appendix O: Resolution No. R90-0134 & R93-0096, Allowance Work

RESOLUTION NO. R 90-0134

RESOLUTION CREATING BOARD POLICY
REGARDING "ALLOWANCE WORK" AUTHORITY
FOR CONSTRUCTION CONTRACTS

Upon motion by Commissioner Rubin Padgett,
seconded by Commissioner Rodney Colson,
the following Resolution was adopted by a vote of 7 to 0;
Commissioners
voting "no".

WHEREAS, because of the size, complexity and nature of the various capital projects undertaken by the County, it is in the County's best interest to establish an "Allowance" provision in many of its construction contracts.

WHEREAS, in the continuing interest of expediting budgeted projects, while maintaining proper control of contract expenditures through establishment of a County-wide policy and

WHEREAS, the County Commission has the power and authority to delegate certain defined duties to the Administrator or his designee; and

WHEREAS, said policy shall include specific procedures for the Administrator or his designee to follow in administering the policy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA IN REGULAR MEETING ASSEMBLED THIS 20th DAY OF June, 1990:

The following policy is hereby adopted and shall apply to construction contracts that contain an "Allowance" provision:

1. The Administrator is delegated the authority to administer all duties associated with the "Allowance" provisions of certain contracts entered into by the County.
2. The Administrator may designate the duly appointed Director of Capital Projects to administer the allowance work provision under the Administrator's supervision, direction and control.
3. Allowance Work up to a specific dollar amount will be included in the Contract price and the Contract Work, and all Allowance Work shall be performed in full compliance with all requirements of the Contract Documents. The sum of all approved Allowance Work performed pursuant to this article shall not exceed that amount. Any balance of the original allocation for Allowance Work remaining at the completion of all Work shall be deducted from the Contract price by an approved Change Order.
4. Upon a determination by the Administrator or his designee that certain construction work for which detailed specifications were not prepared or the scope of such work was not fully established at the time the Board entered into a contract for a capital project, and upon determining that, for the purposes of expediency and efficiency, it would be in the County's best interest to have said work completed by the project's Contractor, the Administrator or his designee will take appropriate action pursuant to the "Allowance" provision established under the Contract for that project.
5. All charges for Allowance Work must be pre-approved in writing by the Administrator or his designee. Said written pre-approval shall be in the form of an Allowance Authorization Release (AAR), which shall describe in detail the Allowance Work to be performed, and the price for the Allowance Work, as well as containing the authorizing signature of the Administrator or his

RE1801WB/1

designee. If contractor proceeds to perform any Allowance Work without the required AAR, the Contractor will be deemed to have waived any rights it might otherwise have had to reimbursement for such Allowance Work.

6. When the Administrator or his designee determines that it is in the County's best interest for the Contractor to perform certain Allowance Work, the Administrator or his designee will provide the Contractor with an allowance proposal request, identifying the Allowance Work to be performed and requesting the Contractor to submit a complete price for such proposed Allowance Work, which price shall be deemed to include any impact costs to the contractor. The Contractor shall submit a price for the proposed Allowance Work within five (5) working days, unless the Administrator or his designee has authorized an extension in writing. The Contractor shall prepare its price for the proposed Allowance Work in accordance with the pricing procedures established for Change Orders within the contract.

7. If the Administrator or his designee and the Contractor agree on a price for the proposed Allowance Work, that price shall be stated in the AAR and, upon issuance of the AAR by the Administrator or his designee, the Contractor will begin performance of the Allowance Work authorized by the AAR in a timely manner.

8. If the Administrator or his designee and Contractor cannot agree upon a price for the Allowance Work, the Administrator or his designee may not issue an AAR and will follow the usual procedure for issuing change orders.

STATE OF FLORIDA)
)
COUNTY OF HILLSBOROUGH)

I, RICHARD AKE, Clerk of the Circuit Court and Ex Officio Clerk of the Board of County Commissioners of Hillsborough County, Florida, do hereby certify that the above and foregoing is a true and correct copy of Resolution R90-0134, adopted by the Board in its regular meeting of June 20, 1990, as the same appears of record in MINUTE BOOK 169 of the Public Records of Hillsborough County, Florida.

In WITNESS WHEREOF, I hereunto set my hand and official seal this 27th day of June, 1990.

ATTEST: RICHARD AKE, CLERK OF CIRCUIT COURT

By: Judith M. DeSole
Deputy Clerk

(seal)

APPROVED BY COUNTY ATTORNEY
Jim McEwen
County Attorney

RESOLUTION NO. R93-0096

RESOLUTION AMENDING RESOLUTION 90-0134
REGARDING BOARD POLICY ON "ALLOWANCE WORK"
AUTHORITY FOR CONSTRUCTION CONTRACTS;
PROVIDING FOR ALLOCATION OF CONTRACT TIME FOR
PERFORMANCE OF ALLOWANCE WORK; ESTABLISHING A
CAP ON THE AMOUNT OF ALLOWANCE WORK WHICH MAY
BE AUTHORIZED.

Upon motion by Commissioner Lydia Miller,
seconded by Commissioner Sylvia Kimbell, the
following Resolution was adopted by a vote of 4 to 1,
Commissioners Jan Platt voting "no."

WHEREAS, the Board of County Commissioners of Hillsborough County adopted Resolution R90-0134 on June 20, 1990, delegating to the Administrator the authority to administer all duties associated with the Allowance Work provisions of certain construction contracts entered into by the County; and

WHEREAS, although said resolution authorized the allocation of a portion of the contract price to Allowance Work, the resolution did not address the impact of Allowance Work on contract time; and

WHEREAS, it is in the County's interest to expedite budgeted projects, while maintaining proper control of contract costs and time through establishment of a County-wide policy.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA IN REGULAR MEETING ASSEMBLED THIS 5th DAY OF May, 1993.

The policy set forth in Resolution R90-0134 is hereby amended to read as follows:

1. The Administrator is delegated the authority to administer all duties associated with the "Allowance" provisions of certain contracts entered into by the County.
2. The Administrator may designate the duly appointed Director of the department responsible for managing the project to administer the Allowance Work provision under the Administrator's supervision, direction and control.
3. Allowance Work in the amount of ten percent (10%) of the engineer's/architect's estimate or \$200,000, whichever is less, will be included in the Contract price and the Contract Work, and all Allowance Work shall be performed in full.

MS1800WF

compliance with all requirements of the Contract Documents. The sum of all approved Allowance Work performed pursuant hereto shall not exceed that amount. Any balance of the original allocation for Allowance Work remaining at the completion of all Work shall be deducted from the Contract price by an approved Change Order.

4. The number of calendar days specified in the Contract for performance of the Work shall include a total time allowance of no more than 60 days or twenty percent (20%) of the time specified at the time of contract award for final completion of the project, whichever is less, for performance of Allowance Work. Any time set aside for Allowance Work remaining at the completion of all Work shall be deducted from the Contract Time by an approved Change Order.

5. Upon a determination by the Administrator or his designee that certain construction work for which detailed specifications were not prepared or the scope of such work was not fully established at the time the Board entered into a contract and upon determining that, for the purposes of expediency and efficiency, it would be in the County's best interest to have said work completed by the project's Contractor, the Administrator or his designee will take appropriate action pursuant to the "Allowance" provision established under the Contract for that project.

6. All charges and time for Allowance Work must be pre-approved in writing by the Administrator or his designee. Said written pre-approval shall be in the form of an Allowance Authorization Release (AAR), which shall describe in detail the Allowance Work to be performed, the price for the Allowance Work, and the time, if any, allocated for performance of the Allowance Work, as well as containing the authorizing signature of the Administrator or his designee. The contractor shall not be authorized to perform any Allowance Work without the required AAR.

7. When the Administrator or his designee determines that it is in the County's best interest for the Contractor to perform certain Allowance Work, the Administrator or his designee will provide the Contractor with an allowance proposal request, identifying the Allowance Work to be performed and requesting the Contractor to submit its requirements for an allocation of time, if any, and a complete price for such proposed Allowance Work. The Contractor shall be required to submit its time requirements and a price for the proposed Allowance Work within five (5) working days, unless the Administrator or his designee has authorized an extension in writing. The Contractor shall prepare its price for the proposed Allowance Work in accordance with the pricing procedures established for Change Orders within the contract. If the Contractor requests an allocation of time for performance of Allowance Work, the Contractor shall be required to state in detail the reasons for its request and the manner in which performance of Allowance Work will affect the contract schedule. The Contractor shall be entitled to an allocation of time for performance of Allowance Work only for the number of days which the Administrator or his designee may determine to be

due solely on account of such performance and only to the extent such performance actually affects the Contractor's ability to meet contract milestone dates. The Administrator or his designee may adjust any Contract milestone dates affected by the allocation of time for Allowance Work.

8. If the Administrator or his designee and the Contractor agree on the price for proposed Allowance Work but cannot agree on the amount of time for such work, or vice-versa, then the item agreed upon shall be stated in the AAR, which shall be issued by the Administrator or his designee. The item in dispute shall not be included in the AAR but may be resolved through the change order process.

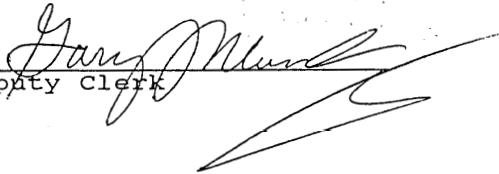
STATE OF FLORIDA)
)
COUNTY OF HILLSBOROUGH)

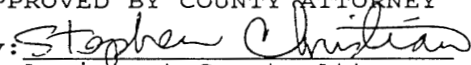
I RICHARD AKE, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Hillsborough County, Florida, do hereby certify that the above and foregoing is a true and correct copy of Resolution R93-0096, adopted by the Board in its regular meeting of May 3, 1993, as the same appears of record in MINUTE BOOK 204 of the Public Records of Hillsborough, County, Florida.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 7th day of May, 1993.

ATTEST:

RICHARD AKE
Clerk of the Circuit Court

By: 
Deputy Clerk

APPROVED BY COUNTY ATTORNEY
By: 
Assistant County Attorney
Approved as to Form and
Legal Sufficiency

Appendix P: Resolution No. R01-061, Novation Agreements



Agenda Item Cover Sheet

CHIEF DEPUTY CLERK

Agenda Item No. B-3

Meeting Date March 21, 2001

Consent Section

Regular Section

Public Hearing

Subject: <u>Agenda Process Review - Delegation of Responsibilities to the County Administrator</u>	
Agency/Department, Team: <u>County Administrator</u>	
Contact Person: <u>Dan Kieran, County Administrator</u>	
Sign-Off Approvals	
<u>[Signature]</u> <u>3/14/01</u> <small>County Administrator</small>	<small>N/A</small> <u>[Signature]</u> _____ <small>County Administrator</small>
Staffs Recommended Board Motion: That the Board of County Commissioners approve delegation of authority to the County Administrator and consider adoption of the following specific actions in order to create a more efficient agenda process: (1) Adopt the attached resolution authorizing the County Administrator to sign novation agreements under specified guidelines; providing for an effective date. (2) Adopt the attached resolution authorizing the County Administrator or his designee to enter into contracts for the acquisition of land or easements required for projects contained in the Hillsborough County Capital Improvement Program (3) Adopt the attached resolution authorizing the County Administrator or his designee to accept certain deeds easements and rights of entry on behalf of the board of county commissioners. (4) Adopt the attached resolution authorizing the County Administrator to execute contracts which, except for the grant amounts and term of the grant, contain the same terms and conditions as a grant contract previously approved by the Board of County Commissioners of Hillsborough County, and (5) Adopt the attached resolution revising the procurement policy by increasing the bid limit and approve of increasing the administrative award to \$100,000. (6) Approve the concept of incorporating expanded renewal terms, when appropriate, into County contracts.	
Board Action Taken on this Item: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Continued/Deferred Until _____ Other / Special Instructions: _____ Sign-Off by OCA Staff: <u>[Signature]</u>	

Financial Impact Statement:
N/A

Background:
 The County Administrator, as part of the Agenda Process Review that was conducted pursuant to direction by the Board of County Commissioners (BOCC), suggested improving the efficiency of the agenda process by delegating certain functions from the BOCC to the Administrator. This action was also recommended by Tax Watch. When this delegation was discussed at a previous BOCC meeting, the BOCC requested a legal review of items suggested by County Staff for delegation to the County Administrator. The County Attorney's Office discussed each suggestion with the appropriate County department and drafted documents that would legally effectuate such delegation in five areas. Through these discussions, Staff also asked the County Attorney's Office to research an additional delegation opportunity concerning the administrative award amount which we also addressed.
 If the BOCC approves of the concept of delegating additional responsibility to the Administrator, the attached memorandum outlines legal safeguards that could be used to effectuate such a delegation in six different areas.
 List Attachments: Memo by Emeline C. Acton to the BOCC re delegation

R01-061
 R01-062

R01-064
 R01-065

Resolution No. R01 - 061

**A RESOLUTION AUTHORIZING THE COUNTY
ADMINISTRATOR TO SIGN NOVATION AGREEMENTS UNDER
SPECIFIED GUIDELINES; PROVIDING FOR AN EFFECTIVE
DATE.**

Upon motion of Commissioner Norman, seconded by Commissioner
Hart, the following Resolution was adopted by a vote of 4 to 2, with
Commissioner(s) Frank & Platt voting "no" at the public meeting on
March 21, 2001.

WHEREAS, in today's vibrant economy, some of the entities with whom Hillsborough
County has contracted change their name or their ownership such that the original contracting
entity no longer exists; and

WHEREAS, the new contracting entity which agrees to assume the original contract is
often as responsible or more responsible than the original contracting entity; and

WHEREAS, Hillsborough County must recognize this new contracting entity if it wishes
to continue the original contract; and

WHEREAS, the proper method for recognizing the new contracting entity and making
the new entity subject to the existing contract is a novation agreement; and

WHEREAS, in certain circumstances, the approval and execution of such novation
agreements can be considered a ministerial function; and

WHEREAS, allowing the County Administrator to approve and execute novation
agreements could save substantial time, and the time saved would be beneficial to the citizens of
Hillsborough County.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Hillsborough County, Florida, at a regular meeting assembled this 21st day of March, 2001:

1 The County Administrator may execute novations of contracts with annual expenditures of under \$300,000 under the following circumstances:

- a. The novation does not change the price, services, or other terms from the original contract, except the change in the legal entity responsible for providing the services under the original contract;
- b. The County Administrator has determined that the new contracting entity has acquired, merged with, or assumed the assets of the original contracting entity. The new contracting entity must provide documentation to substantiate the purported transfer of assets;
- c. The County Administrator has determined that the new contracting entity is authorized to do business in Florida and has not been debarred by Hillsborough County or the State government;
- d. The County Administrator has determined that the new contracting entity is at least as responsible as the original contracting entity. Such evaluation can be based on the criteria used in granting the original contract;
- e. The County Administrator has confirmed that the new contracting entity will provide the equivalent guaranties of performance that the original contracting entity provided including, but not limited to, required insurance and/or performance bonds; and

- f. The Novation entered into is in substantially the form attached to this resolution as Exhibit "A".
2. Prior to execution, the Novation Agreement must be approved by the County Attorney as to form and legal sufficiency.
3. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 21st day of March, 2001.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, Richard Ake, Clerk of the Circuit Court and Ex Officio Clerk of the Board of County Commissioners of Hillsborough County, Florida, do hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the Board at its regular meeting of March 21, 2001, as the same appears of record in Minute Book 298 of the Public Records of Hillsborough County, Florida.

WITNESS my hand and official seal this 12th day of April, 2001.

RICHARD AKE

By: Mildred K. Dejm
Deputy Clerk



Approved as to form
and legal sufficiency:

COUNTY ATTORNEY
By: [Signature]
Assistant County Attorney

NOVATION AGREEMENT BETWEEN
HILLSBOROUGH COUNTY
CONTRACTOR1
AND
CONTRACTOR2

THIS Novation Agreement, dated this ____ day of _____, 200_, is made and entered into by and between Hillsborough County, Florida, a political subdivision of the State of Florida (the "COUNTY"); CONTRACTOR1 (original contractor) ("CONTRACTOR1"); and CONTRACTOR2, (vendor taking over the contract) ("CONTRACTOR2"), which three entities shall be referred to collectively as the "PARTIES" and individually as "PARTY".

WITNESSETH

WHEREAS, CONTRACTOR1 was previously selected as a contractor for such purposes as are more particularly described in (identify contractual document or authorization) as modified or amended (the "AGREEMENT"), a copy of which is attached hereto as Exhibit 1 and is made a part for all purposes; and

WHEREAS, either CONTRACTOR1 or CONTRACTOR2 has represented to the County that CONTRACTOR1 has been legally merged with or acquired in whole or in part by CONTRACTOR2, resulting in the merged entity which retains the identity of CONTRACTOR2 for all purposes;

WHEREAS, the COUNTY, CONTRACTOR1 and CONTRACTOR2 each desire to effectuate the purposes described herein in a manner that will ensure continuous and uninterrupted services to the COUNTY as set forth in the AGREEMENT; and

WHEREAS, Article ___ of the AGREEMENT provides for the modification and assignment of the AGREEMENT, including the assignment of the obligation thereto; and

WHEREAS, CONTRACTOR2 represents that it will comply with the terms of the AGREEMENT which have been applicable to CONTRACTOR1; and

WHEREAS, based upon the representations of CONTRACTOR2, the undersigned parties hereto are in agreement that CONTRACTOR2 is the successor in interest to CONTRACTOR1 and that therefore CONTRACTOR2 should replace CONTRACTOR1 as the contractor whose duties are described in the AGREEMENT; and

WHEREAS, CONTRACTOR2 agrees to assume all duties, obligation and responsibilities set forth in the AGREEMENT as applicable to CONTRACTOR1, without limitation, upon the effective date of this Novation Agreement; and

WHEREAS, the COUNTY and CONTRACTOR1 agree to substitute CONTRACTOR2 for CONTRACTOR1 in the AGREEMENT and to allow CONTRACTOR2 to assume all duties, obligation and responsibilities contained therein as applicable to CONTRACTOR1.

NOW THEREFORE, in consideration of these mutual covenants and provisions, the COUNTY, CONTRACTOR1, and CONTRACTOR2 hereby agree to the following:

1. The above recitals are true and correct and are incorporated into this Novation Agreement for all purposes.
2. The PARTIES acknowledge the existence and previous validity of the AGREEMENT between the COUNTY and CONTRACTOR1 as described above and as incorporated as Exhibit 1. The PARTIES further acknowledge that each PARTY to this Novation Agreement has read the previous AGREEMENT (attached as Exhibit 1).
3. The PARTIES all mutually agree to form a new contract, which is memorialized exclusively by the terms contained in this Novation Agreement.
4. The PARTIES all mutually agree to the extinguishment of the original AGREEMENT for the reasons set forth above and that as of the date of its adoption, this Novation Agreement shall therefore replace and take the place of the AGREEMENT.
5. The PARTIES all mutually agree that this Novation Agreement is legally binding upon each of them and that the Novation Agreement is legally valid.
6. The COUNTY therefore agrees to transfer to CONTRACTOR2 of all duties, obligations and responsibilities that the AGREEMENT attributes to CONTRACTOR1, effective on the date of the execution of this Novation Agreement.
7. CONTRACTOR2 agrees to comply with all provisions of the AGREEMENT which were applicable to CONTRACTOR1 immediately prior to the effective date, and CONTRACTOR2 further agrees to be bound by the terms and conditions of the AGREEMENT in all respects as if CONTRACTOR2 was the original party to the AGREEMENT in lieu of CONTRACTOR1.
8. The COUNTY and CONTRACTOR2 agree to be bound by the terms of this Novation Agreement, upon its effective date.
9. Pursuant to the AGREEMENT ("NOTICES"), all notices directed to CONTRACTOR2 are to be delivered in the manner described therein, to:

name
address
address
10. The PARTIES each represent as an express term of this Novation Agreement, that each party signing below has the authority to bind the entity for which each signature is purported to represent.

11. By signing below, both CONTRACTOR2 and CONTRACTOR1 represent that CONTRACTOR1 has merged into CONTRACTOR2, that CONTRACTOR1 no longer exists as a separate legal entity for any purposes, and that CONTRACTOR2 has the means and resources to perform the obligations described above.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date stated above.

ATTEST: RICHARD AKE
CLERK OF CIRCUIT COURT

COUNTY: HILLSBOROUGH COUNTY
FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
COUNTY ADMINISTRATOR

CONTRACTOR1

CONTRACTOR2

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE

Approved as to form
and legal sufficiency:

COUNTY ATTORNEY
By: _____
Assistant County Attorney

File	Approval	Date
Dept		
Contracts		

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) by (name of officer or agent, title of officer of agent) of (name of corporation acknowledging) a (state or place of incorporation) corporation, on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced (type of identification) as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this (date) .

(Official Notary Signature and Notary Seal) _____ Commission Number _____

(Name of Notary typed, printed or stamped) _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) by (name of acknowledging partner or agent) , partner (or agent) on behalf _____, a partnership. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced (type of identification) as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this (date) .

(Official Notary Signature and Notary Seal) _____ Commission Number _____

(Name of Notary typed, printed or stamped) _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) by (name of person acknowledging) , who personally appeared before me at the time notarization, and is personally know to me or has produced (type of identification) as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this (date) .

Commission Number _____

(Official Notary Signature and Notary Seal)

Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) a _____ (state or place of incorporation) corporation, on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ (type of identification) as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____ (date) _____

Commission Number _____
(Official Notary Signature and Notary Seal)

Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date) by _____ (name of acknowledging partner or agent) partner (or agent) on behalf _____, a partnership. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ (type of identification) as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____ (date) _____

Commission Number _____
(Official Notary Signature and Notary Seal)

Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date) by _____ (name of person acknowledging) who personally appeared before me at the time notarization, and is personally know to me or has produced _____ (type of

Appendix R: Tangible Personal Property Control Policy

**BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY
TAMPA, FLORIDA 33601**

BOARD POLICY - SECTION NUMBER: 08.02.01.00

SUBJECT: TANGIBLE PERSONAL PROPERTY CONTROL POLICY

EFFECTIVE DATE: October 1, 1995

SUPERSEDES: POLICY OF October 1, 1986

Purpose:

The purpose of this policy is to provide for improvements in the accountability, safeguarding, and proper use of County-owned vehicles, tools, equipment, furniture, and other tangible personal property, as specified in Chapter 274, Florida Statutes.

Policy:

All tangible personal property with the exception of that identified as "Sensitive Property" purchased with County funds or obtained by acquisition, with a cost equal to or greater than the statutory minimum, with a normal life expectancy of one (1) year or more (Recorded Property), shall be identified and accounted for in accordance with Chapter 274, Florida Statutes.

All tangible personal property with the exception of that identified as "Sensitive Property" purchased with County funds or obtained by acquisition and costing less than the statutory minimum, with a normal life expectancy of one (1) year or more (Unrecorded Property), shall be identified and accounted for in accordance with instructions provided within any Administrative Directive issued by the County Administrator on that subject.

Responsibility:

This policy shall apply to all agencies whose property inventory is controlled under Chapter 274, Florida Statutes, through the property control system maintained by the Clerk of Circuit Court. All such organizations shall be responsible to implement the procedures periodically issued for control of tangible personal property. Also, all organizations and agencies are required to maintain accurate records for accountability
Board Policy – Section Number 08.02.01.00
Tangible Personal Property Policy
Page 2

of all tangible property owned or assigned to their care. The Clerk of the Circuit Court shall maintain the official records of the County in accordance with state law.

Approved By: Board of County Commissioners
Approval Date: September 20, 1995

Appendix S: Drug-Free Workplace Form

DRUG-FREE WORKPLACE FORM

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

_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date

Appendix T: GPC Special Acts 69-1112 and 69-1119

END

CHAPTER 69-1113 LAWS OF FLORIDA

CHAPTER 69-1112

Senate Bill No. 977

AN ACT relating to Hillsborough County, purchasing; providing for purchases by all political subdivisions, chartered municipalities, agencies, and authorities existing in said county of goods and commodities under any existing contract entered into by such political subdivisions or authorities by any other such political subdivision or authority.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Any county, district school board, municipality, or other local public agency or authority existing within Hillsborough County which may desire to purchase goods and commodities under a contract entered into pursuant to law by any other political subdivision, such authority existing within Hillsborough County may purchase the goods and commodities at the contract price. Any contract entered into by such political subdivision or authority shall have a provision included therein that during the period of time provided in said contract the goods or commodities shall be available to the other political subdivisions, boards, agencies, or authorities existing in Hillsborough County which may desire to purchase at the contract price during the period of time provided in said contract. Purchases by any county, district school board, municipality, or other local public agency or authority under the provisions in such purchase contracts entered into by any of the named governmental units at the contract price shall be exempt from the competitive bid requirements otherwise applying to purchases by such political subdivisions and authorities.

Became a law without the Governor's approval.

Filed in Office Secretary of State June 6, 1969.

CHAPTER 69-1113

Senate Bill No. 978

AN ACT relating to Hillsborough County, hospital and welfare board; amending section 6 of chapter 63-1402, Laws of Flor-

1206

(e) Failure to demonstrate competency to perform the duties of employment in instruction, evaluation and management of students in accordance with generally accepted standards of the profession.

Section 2. That all laws and parts of laws in conflict herewith are hereby repealed.

Section 3. This act shall take effect immediately upon becoming law.

Became a law without the Governor's approval.

Filed in Office Secretary of State June 20, 1969.

CHAPTER 69-1119

Senate Bill No. 1577

AN ACT relating to Hillsborough County and all chartered municipalities, local public agencies, boards, and other authorities existing in said county; relating to their powers to purchase goods and services; requiring certain statements to be made in all advertisements for bids; authorizing purchases under bids submitted to other public entities in the county without further advertisement; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. The purpose of this act is to facilitate the purchase of goods and services by Hillsborough County and by all chartered municipalities, local public agencies, boards, or other authorities existing within Hillsborough County that have the authority to purchase goods or services, at the same purchase price obtained by any other such public entity.

Section 2. Each of these public entities shall, whenever advertising for bids for the purchase of goods or services, include in the advertisement:

(1) A list of the names of all other public entities then included within the scope of this act, and

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CHAPTER 69-1120 LAWS OF FLORIDA

(2) A statement that the submission of a bid in response to the advertisement also constitutes a bid under the same conditions, during the effective period of the bid, to all the other public entities there listed.

Section 3. Any written or oral contract entered into by any such public entity pursuant to the publication of such an advertisement for bids shall include an agreement that, during the effective period of the contract, the goods or services there contracted for shall be available to all the other public entities listed in the advertisement under the same contract conditions and at the same contract price.

Section 4. All such public entities may purchase goods or services under the terms of a bid so made to any other such public entity and accepted by it, and under the terms of such a contract with any other such public entity, provided that the bid or contract price is lower or better than any bid received or offer made for the sale of the goods or services. In so purchasing, a public entity shall be exempt from the requirements for advertising for bids and for competitive bidding otherwise applicable to its purchases.

Section 5. This act provides a supplemental, additional, and alternative method of purchasing, and is not in derogation of any purchasing powers now existing.

Section 6. This act shall take effect immediately upon becoming a law.

Became a law without the Governor's approval.

Filed in Office Secretary of State July 5, 1969.

CHAPTER 69-1120

Senate Bill No. 1579

AN ACT relating to Hillsborough county, hospital and welfare board; amending section 5 of chapter 63-1402, Laws of Florida, as amended by chapter 65-1677, Laws of Florida, prescribing eligibility for medical care for certain persons; providing an effective date.

CHAPTER 2004-466

House Bill No. 1669

An act relating to Hillsborough County; providing definitions; providing purpose; authorizing purchases of goods and services by the county and other public bodies operating in the county under bids submitted to other federal, state, and local governmental entities; providing conditions; providing an exemption; providing construction; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. As used in this act:

(1) “Public body” means any entity created by the State Constitution, by general or special law, or by ordinance and operating solely within the geographic boundaries of Hillsborough County, excluding agencies as defined in s. 287.012(1), Florida Statutes.

(2) “Bid” means a bid or proposal.

Section 2. The purpose of this act is to facilitate the purchase of goods and services by a public body by enabling a public body to engage in cooperative purchasing practices with other federal, state, and local governmental entities.

Section 3. A public body may make purchases of goods and services from contracts procured by any other federal, state, or local governmental entity under the terms of a bid submitted to such entity, provided that such contract is procured in compliance with the procuring entity’s laws, bylaws, rules, regulations, or ordinances regarding competitive solicitation, which must provide for full and open competition.

Section 4. Any purchase made in compliance with the provisions of this act is exempt from the competitive solicitation requirements of the public entity otherwise applicable to such purchase.

Section 5. This act provides a supplemental, additional, and alternative method of purchasing and is not in derogation of any purchasing powers now existing, including the powers provided for in chapter 69-1119, Laws of Florida. This act does not exempt public bodies subject to s. 287.055, Florida Statutes, from compliance with that section.

Section 6. This act shall take effect upon becoming a law.

Approved by the Governor June 17, 2004.

Filed in Office Secretary of State June 17, 2004.

Appendix U: AD #PI-01, Control of Tangible and Sensitive Property

ADMINISTRATIVE DIRECTIVE #PI-01

SUBJECT: Procedures for Implementation of Board Policy for Control of Tangible Personal Property and Sensitive Property

EFFECTIVE DATE: October 19, 1998

EXPIRATION DATE:

SUPERSEDES: AD-126, October 1, 1995

PI-01 Related Forms

All offices and agencies in possession of County-owned property, are required to maintain accountability and control of that property in accordance with the policies (Tangible Personal Property 08.02.01.00 and Sensitive Property 08.02.02.00) of the Board of County Commissioners. The purpose of this Directive is to provide those departments and agencies reporting to the County Administrator with specific guidelines to effectively perform that responsibility for tangible personal and sensitive property and to recognize the responsibility of all employees to safeguard the resources entrusted to them in the service of the residents of Hillsborough County. The other offices and agencies are encouraged by the County Administrator and the Clerk of Circuit Court to follow these Guidelines in support of system consistency. The guidelines are organized in the following manner:

- I. Definitions
- II. Responsibilities
- III. Procedures
- IV. Exhibits

TABLE OF CONTENTS

PAGE NUMBER

- I. DEFINITIONS 3
- II. RESPONSIBILITIES 4
- III. PROCEDURES 7
 - A. Appointment of Primary Custodians 7
 - B. Appointment of Designated Custodians 8
 - C. Designated Custodian Records 8
 - D. Acquisition 8
 - E. Recovered Property 9
 - F. Alterations 9
 - G. Replacement Tags 9
 - H. Transfer 9
 - I. Temporary Assignment 9
 - J. Temporary Relocation 10
 - K. Removal of Recorded Property from the Records 10
 - L. Surplus Property 10
 - M. Stolen Property 10
 - N. Cannibalization 11
 - O. Trade-ins 11
 - P. Inventories 11
 - Q. Recorded Property Not Located 12
 - R. Replacement of Recorded Property Under Warranty 12
 - S. Disposal of Grant Funded Property 12
 - T. Discipline 13

U. Other Property 13

Attachments:

Exhibits A-G (Forms)

Exhibit H (F.S. 274)

Other References:

Inventory Control

Surplus Property Procedures

I. DEFINITIONS

The following definitions are used to provide uniform terminology.

A. Board: The duly elected Board of County Commissioners of Hillsborough County, Florida.

B. Computer Listing: Computer generated listing of all Recorded Property included in the Records. This listing includes such information as property number, location, description, value, Primary and Designated Custodian, asset category, and class code.

C. Designated Custodian: A responsible individual appointed by and answerable to the Primary Custodian, whose duty station is the same as the location of Recorded Property or who is responsible for a group of locations which contain less than 25 items per location.

D. Fixed Assets Section: The central repository for all Records, this section is within the BOCC Accounting Department, Clerk of Circuit Court.

E. Grant Funded Property: Property that was purchased using funds provided through a grantor agency. Recorded Grant Funded Property will be identified as "Non County Owned."

F. Identification and Location Codes: A numerical designation within Fixed Assets Accounting and Control System (FAACS) which identifies the department to which an item is assigned and a numerical/alpha code indicating the Recorded Property's location.

G. Junk Property: Property which is obsolete, uneconomical to repair, inefficient to operate, of no further use to anyone, and which will be sold as scrap or sent to the landfill for destruction.

H. Primary Custodian: For the County Administrator this shall be the Department Director or other similarly titled individuals on a level of supervision immediately below the Assistant County Administrator. For Constitutional Officers and Independent Boards and Agencies these persons would be appointed as such by the highest authority within that organization. The Primary Custodian of others defined here will be the ultimate responsible person for Property within their jurisdiction.

I. Recorded Property: Fixtures and other tangible personal property of a non- consumable nature, the acquisition cost of which is defined by F.S. 274 (see Exhibit H), and the normal expected life of which is one year or more. Recorded Property is controlled by the use of a formal inventory process under the responsibility of the Clerk of Circuit Court. Recorded Property, as used in this document, shall also include Sensitive Property as defined below.

J. Records: The official Recorded Property inventory records maintained by the Fixed Assets Section.

K. Recovered Property: All Recorded Property previously reported to the Board as lost or stolen which has subsequently been located or recovered.

L. Restricted Revenue: For this purpose, those funds that are designated for a specific service, group, constituency or purpose that are not grant funds. Any funding source with special restrictions on its use

and/or one that limits the ability to transfer property purchased with these funds unless the receiving agent/ agency meets the special conditions corresponding with the revenue usage.
M. Sensitive Property: Any firearm and any tangible personal property which requires a decal, title, and/or tag through the State Department of Motor Vehicles, all of which has a life expectancy of more than one year, and all of which costs less than defined by F.S. 274.

N. Surplus Property: Recorded Property which is not needed by its present custodian.

O. Other Property: Equipment, tools and property that fall below the statutory threshold for recorded tangible property and sensitive property.

II. RESPONSIBILITIES

A. Fixed Assets Section of the Clerk of the Circuit Court:

Responsible for the following duties:

1. Maintaining roster of Primary Custodians.
2. Maintaining roster of Designated Custodians.
3. Maintaining the Records for all Recorded Property owned by the Board.
4. Permanently tagging or marking newly acquired Recorded Property adds this property to the Records.
5. Notifying Primary Custodian 60 days in advance of starting the official annual inventory of Recorded Property.
6. Conducting the official annual inventory of Recorded Property and reconciling the official annual inventory to the Records.
7. Notifying Primary Custodian and Designated Custodian of Recorded Property not located during the official annual inventory.
8. Conducting Primary Custodian change inventories.
9. Removing all Recorded Property from the Records that has been authorized for removal by the Board.
10. Updating the Records to reflect additions, transfers, alterations, and deletions of Recorded Property and providing the Designated Custodian, on request, with an updated Computer Listing of all Recorded Property in their custody as of the date of the Computer Listing.
11. Notifying the Board of Recovered Property.
12. Obtaining titles and license plates for all road vehicles and trailers as required.
13. Obtaining decals and registrations for all vessels.

B. Primary Custodian:

Responsible for the following duties:

1. Assuring the economical and safe use, proper care, and safekeeping of Recorded Property in the

possession of personnel within their agency.

2. Appointing Designated Custodians as necessary or appropriate.
3. Monitoring the activities of the Designated Custodian(s) to insure that all aspects of this Directive are being adhered to.
4. Declaring Recorded Property to be Junk Property or Surplus Property and request removal from the Records when appropriate.
5. Notifying all Designated Custodians of the impending start of the official annual inventory.
6. Authorizing another Designated Custodian to conduct an inventory of Recorded Property when a Designated Custodian leaves and before a new Designated Custodian is appointed, and reporting the results of that inventory to Fixed Assets Section.
7. Reviewing the results of the internal Recorded Property inventory taken by Designated Custodians.
8. Authorizing the permanent transfer of all Recorded Property to or from locations within their jurisdiction.
9. Designating a central receiving area(s) to receive acquisitions of Recorded Property.
10. Reviewing and approving acquisitions of all Recorded Property by gift /donations, lease with option to buy, and/or Recovered Property.
11. Notifying the Board of acquisitions of Recorded Property.
12. Ensuring that policies and/or procedures established by granting agencies concerning the recording and disposal of Grant Funded Property are followed and if a conflict in requirements exists following the grantor's requirements unless they violate state law, then the law will prevail.
13. Appointing an interim Primary Custodian to act on their behalf during their absence and notifying the Fixed Assets Section in writing of the appointment.

C. Designated Custodian:

Responsible for the following duties:

1. Assuring the economical and safe use, proper care, and safekeeping of all County Property assigned to them.
2. Providing assistance to the Fixed Assets Section to locate and account for Recorded Property during the official annual inventory.
3. Conducting a thorough search for Recorded Property not located during the official annual inventory.
4. Conducting periodic internal inventories of Recorded Property as determined necessary by the Primary Custodian and conducting a thorough search for all items not located.
5. Transferring to the surplus storage facility Recorded Property declared to be Surplus Property by the Primary Custodian.
6. Ensuring that Recorded Property newly acquired or transferred to location(s) assigned to them is properly tagged and recorded on the Records.

7. Maintaining a Computer Listing of all Recorded Property residing at location(s) assigned to them either through FAACS or a separate Computer Listing.
8. Preparing a Report of Acquisition or Disposition of Property (Exhibit C) to acquire Recorded Property by gift/donations, non-profit agency purchases, lease with option to buy and/or report Recovered Property.
9. Maintaining internal systems to control temporary assignment and temporary relocation of Recorded Property.
10. Reporting alterations and replacement of Recorded Property to the Fixed Assets Section.
11. Reporting the theft of Recorded Property to the applicable law enforcement agency, i.e., the Sheriff. (The removal of stolen property from the Fixed Assets Records requires the submission of a report from an official law enforcement agency, such as a municipal police department, a sheriff's office, a state law enforcement agency or other law enforcement agency assigned an access code from the Florida Department of Law Enforcement for use in the Florida and the National Crime Information Centers [FCIC and NCIC]).
12. Notifying the Fixed Assets Section when a Recorded Property's Identifying tag requires replacement.
13. Performing other related duties as requested by the Primary Custodian.

III. PROCEDURES

A. Appointment of Primary Custodians:

Primary Custodians under the County Administrator need not be formally appointed. Constitutional Officers and Independent Boards and Agencies must appoint a Primary Custodian(s) using the Primary Custodian Appointment Form (Exhibit A). The original form should be forwarded to the Fixed Assets Section, with a copy to the appointed Primary Custodian. Appointment should be accomplished by the Constitutional Officer or the Board of Directors (or equivalent) for Independent Boards and agencies. A listing of all Recorded Property locations under the jurisdiction of the Primary Custodian, by location code and address, shall accompany the Primary Custodian Appointment Form. The Primary Custodian shall have complete authority to enforce this Directive as it relates to Recorded Property under their control.

B. Appointment of Designated Custodians:

Designated Custodians shall be appointed by the Primary Custodian. The appointment shall be in writing to the Fixed Assets Section using the Designated Custodian Appointment Form (Exhibit B), with a copy to the Designated Custodian. The Designated Custodian Appointment Form shall list the Recorded Property locations, by location code and address, assigned to the Designated Custodian. A Computer Listing of Recorded Property assigned to the Designated Custodian shall accompany the Designated Custodian Appointment Form. The Designated Custodian shall have complete authority to enforce this directive as it relates to Recorded Property under their control.

C. Designated Custodian Records:

The Designated Custodian shall maintain a listing of the Recorded Property for record keeping and inventory purposes. Records for Recorded Property shall comply with such uniform tagging and receipt systems as may be established from time to time.

D. Acquisition:

When Recorded Property is purchased by the Board, the Fixed Assets Section shall take the necessary steps to properly tag and add the Recorded Property to the Records. When Recorded Property is acquired by gift, a Report of Acquisition or Disposition of Property (Exhibit C) must be completed by the Designated Custodian and forwarded to the Primary Custodian. The Primary Custodian will prepare a Board Agenda item, using the acquisition form as supporting documentation, and forward the package to the Board for formal acceptance of the Recorded Property. Upon approval, the Primary Custodian must provide the Fixed Assets Section with a copy of the approved acquisition form so the Recorded Property can be properly tagged and added to the Record. When Recorded Property is acquired by lease with option to buy or through non-profit agency purchases, an acquisition form must be completed by the Designated Custodian and forwarded to the Primary Custodian. The Primary Custodian must provide the Fixed Assets Section with a copy of the acquisition form so the Recorded Property can be tagged and added to the Record. Board acceptance will not be necessary in these instances.

The Fixed Assets Section will establish a permanent record for all Recorded Property acquired, provide the designated Custodian a Computer Listing, on request, and affix to the Recorded Property a tag or other marker identifying it as Recorded Property.

E. Recovered Property:

When missing or stolen Recorded Property that was previously removed from the Record is subsequently located or recovered, the Designated Custodian shall complete and submit an acquisition form (Exhibit C) to the Fixed Assets Section with a copy to the Primary Custodian. The Fixed Assets Section shall notify the Board of the recovery of the Recorded Property. It shall be added to the Records upon Board approval.

F. Alterations: (Value Changes)

When Recorded Property is altered by painting, repairs, additions, etc. in a way that changes its description and/or value, the Designated Custodian shall promptly notify the Fixed Assets Section by indicating such alterations on the Fixed Assets (FAACS) Action Request Form (Exhibit G). The Fixed Assets Section shall update the Records and issue the Designated Custodian a new Computer Listing on request.

G. Replacement Tags:

If the Recorded Property's identifying tag or mark becomes damaged or blemished such that it is unreadable, or the tag becomes detached, the Designated Custodian shall promptly notify the Fixed Assets Section in writing so that a replacement tag or mark may be affixed to the Recorded Property.

H. Transfer:

When Recorded Property is permanently transferred to another location, information regarding the transfer shall be recorded on the Fixed Assets (FAACS) Action Request Form (Exhibit G) and shall be signed by both the releasing Primary Custodian and the receiving Primary Custodian. Upon completion, the Form must be submitted to Fixed Assets Section by the releasing Primary Custodian. The Fixed Assets Section shall update the Records and issue the Designated Custodian a new Computer Listing on request. Proper approvals shall be obtained before transferring Grant or Restricted Revenue Funded Property.

I. Temporary Assignment:

When Recorded Property is temporarily assigned to an employee for a specific job, a Temporary Issue

Receipt (Exhibit E) shall be completed by the Designated Custodian for each item temporarily assigned. The Temporary Issue Receipt shall be maintained with the Recorded Property information. Upon return of the Recorded Property to the Designated Custodian, the Temporary Issue Receipt shall be removed from the card file, the date of return noted, and the form given to the employee as a receipt.

J. Temporary Relocation:

When Recorded Property is loaned to another department or moved from its usual location for less than 90 days, a Temporary Property Transfer (Exhibit F) shall be completed by the Designated Custodian and Maintained with the Recorded Property information. Upon the return of Recorded Property to its usual location, the Temporary Property Transfer Form shall be removed from the card file, the date of return noted, and the form given to the department as a receipt. If the loan is for more than 90 days, the transfer shall be considered permanent and instructions in Section III-H, Transfer, will apply.

K. Removal of Recorded Property from the Records:

The Primary Custodian must request Recorded Property belonging to their jurisdiction be removed from the Records. Requests for removal must be in writing, state the reason(s) for the request, and be accompanied by sufficient documentation, such as sheriff's theft reports, granting agency approvals, or statement of circumstances to support the request. Requests must be forwarded to the Fixed Assets Section for subsequent inclusion on the Board agenda for approval.

L. Surplus Property:

Property excess to the needs of a department shall be sent to the Surplus Storage facility per instructions contained in the Hillsborough County Surplus Property Procedures document. It shall be the responsibility of each department to review the Surplus Storage Facility inventories for available suitable property prior to expending funds to purchase new property.

M. Stolen Property:

The presumed theft of Recorded Property must be reported to the applicable law enforcement agency by the designated Custodian, as soon as the theft is discovered. (The Public Safety Department's Security Services Section is not an applicable agency. An official law enforcement agency is an agency that has been assigned an access code from the Florida Department of Law Enforcement for use in the Florida and the National Crime Information Centers [FCIC/NCIC]). All incidents of theft must be investigated by the Designated Custodian, and a written report of the circumstances, including a copy of the law enforcement agency's report, promptly submitted to the Primary Custodian. A copy of the written report as it relates to Recorded Property shall be submitted to the Fixed Assets Section long with a request to submit the report to the Board for authorization to remove the Recorded Property from the Record.

N. Cannibalization:

Junk Property may be cannibalized as a source of parts for other Recorded Property. The Primary Custodian shall submit a written request to the Fixed Assets Section requesting the Board to authorize the removal of the cannibalized property from the Records.

O. Trade-Ins:

When Recorded Property is traded for other Recorded Property, the Property number from the Recorded Property being traded and the trade-in price must be indicated on the purchase requisition form as part of the "Terms." The trade-in value will be reflected on the purchase order document and subsequently added to the purchase price of the newly acquired Recorded Property when it is recorded in the Records. At that time, the Recorded Property that was traded in will be removed from the

Records. Proper approvals shall be obtained before trading in Grant Funded Property.

P. Inventories:

The Fixed Assets Section shall conduct the official annual inventory of all Recorded Property. The Primary Custodian will be notified at least 60 days prior to the beginning of the inventory process. The Primary Custodian shall notify all Designated Custodians whose Recorded Property is being inventoried. During the sixty-day period before representatives from the Fixed Assets Section arrive on site to conduct the annual inventory, Custodians should review the existing recorded property list to facilitate the expeditious location of property items. It is recommended that a copy of the prior year's inventory printout be maintained for reference and used in preparing to receive the Fixed Assets Section representatives assigned to conduct the inventory of recorded property.

It shall be the responsibility of the Designated Custodian to know the whereabouts of all Recorded Property under their jurisdiction and to aid and assist the Fixed Assets Section in performing the official annual inventory in as expeditious a manner as possible. The function of the Fixed Assets Section shall be that of auditor, not locator, of Recorded Property.

The Designated Custodian is encouraged to perform inventories of Recorded Property under their jurisdiction when and if they are warranted and in order to be prepared for the annual physical stock inventory by the Fixed Assets Section. For internal inventory purposes, the designated Custodian may use the FAACS inquiry screens or a recent Computer Listing as the inventory guide. Inventories in addition to the annual inventory coordinated by the Fixed Assets Section or those required by a change in custodian, are discretionary.

An inventory shall be conducted by the Fixed Assets Section whenever a Primary Custodian is changed. It will be the responsibility of the appropriate Assistant County Administrator/Officer or similar level in the case of Constitutional Officers and Independent Boards, to notify the Fixed Assets Section in writing in the event of a Primary Custodian change. The Primary Custodian change inventory may be substituted for the official annual inventory at the option of the Fixed Assets Section. The Fixed Assets Section shall promptly notify the County Administrator, Constitutional Officer, or Independent Board or agency in writing in the event it is discovered that a Primary Custodian change was not properly reported to the Fixed Assets section.

Q. Recorded Property Not Located:

The Fixed Assets Section shall submit to the Primary Custodian and the Designated Custodian an item by item list of all Recorded Property that was not located during the official annual inventory. The designated Custodian shall conduct a thorough search for the Recorded Property not located and shall circulate the list among other departments for assistance in locating the Recorded Property. A response to the Fixed Assets Section on the findings of the search will occur within three weeks. A time extension may be requested, but must be coordinated with the Clerk of the Circuit Court's Fixed Assets Section. For Recorded Property still not located after a diligent search, a written statement regarding the circumstances surrounding the disappearance of the Recorded Property shall be prepared and signed by the Designated Custodian and forwarded to the Primary Custodian with a copy to the Fixed Assets Section. The Primary Custodian must then decide if the search for the Recorded Property should continue or if the Recorded Property should be declared lost. When the decision is to declare the Recorded Property Lost, the Primary Custodian should refer to Section III-K of this Directive for guidance on the removal of said Recorded Property from the Record. Similar procedures shall be established to deal with Recorded Property not found during internal inventories.

R. Replacement of Recorded Property Under Warranty:

When Recorded Property is exchanged by a vendor, the Designated Custodian shall promptly notify the Fixed Assets Section by indicating serial number and description change on the Fixed Assets (FAACS)

Action Request Form (Exhibit G). The Fixed Assets Section shall tag the replacement property with a new decal, update the Records and issue the Designated Custodian a new Computer Listing on request.

S. Disposal of Grant Funded Property:

When Grant Funded Property is being disposed of, it is the Primary Custodian's responsibility to obtain approval from the grantor agency. The Primary Custodian shall follow the instructions contained in the Hillsborough County Surplus Property Procedures document, along with all rules and regulations issued by granting agency.

T. Discipline:

Failure to follow the procedures discussed in this Administrative Directive shall be grounds for disciplinary action as provided by Civil Service Rules and Hillsborough County policy.

U. Other Property:

Equipment, tools and property that fall below the statutory threshold for recorded tangible property and are not designated sensitive property are considered in the category of other property. It is the responsibility of all employees to safeguard these resources which are entrusted to them in the service of the residents of Hillsborough County.

Approved By: Daniel A. Kleman, County Administrator
Date: 10/19/98



Appendix V: Board Policy 03.05.01.00, Change Orders (Construction / CCNA)

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY
TAMPA, FLORIDA 33601

BOARD POLICY - SECTION NUMBER 03.05.01.00

SUBJECT: POLICY ON CHANGE ORDERS TO CONTRACTS FOR CONSTRUCTION AND CONSULTANTS

EFFECTIVE DATE: DECEMBER 5, 1990

SUPERSEDES: CHANGE ORDER POLICY - 03.05.01.00 - MAY 4, 1988

Purpose:

The purpose of this policy is to establish Board approval authorizing the County Administrator to negotiate change orders to certain existing and new contracts for construction and consultants.

Policy:

It is the policy of the Board of County Commissioners to authorize the County Administrator to negotiate change orders to certain new and existing contracts for construction and consultants according to the following criteria.

1. The County's Chief Financial Officer certifies that any increased costs are within the budgeted funds or are otherwise proper expenditures under the provisions of sec. 129.07-08, Florida Statutes (1987), as amended.
2. The amount of any increased cost paid by the County does not exceed \$120.00 or 25 percent in the aggregate, whichever is less, of the original amount. When this limit is reached, contract documentation of change order expenditures must be submitted to the Board of County Commissioners unless additional amounts are authorized by the Board.
3. The construction contract does not contain a provision for allowance work as authorized by Resolution No. R90-0134.

Responsibilities:

It is the responsibility of the County Administrator to substantiate and to clarify that the change order accomplishes one or more of the following purposes:

1. The prevention or elimination of a danger or hazard to public health, safety or welfare;
2. The change in work materials, price or time, or any combination thereof, is necessary to complete the final project as intended by the Board, regardless of whether the specifications must be changed or not;
3. To preserve the logical sequencing of the work in order to eliminate delay and increased cost;

4. In response to unforeseen environmental requirements, bond or grant funding requirements, or other unforeseen occurrences on the project.

After the change orders are negotiated, the County Administrator will prepare a report of the amount of the change, the change in the work, the reason for the change, including certifications required under Resolution No. 88-0135 and the change order itself properly executed by the contractor or consultant's company. The County Administrator shall present the report and submit the change order for ratification to the Board at the next available meeting.

Approved By: Board of County Commissioners
Approval Date: December 5, 1990

Appendix X: Board Policy 03.01.06.00

**BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY
TAMPA, FLORIDA 33601**

BOARD POLICY - SECTION NUMBER: 03.01.06.00

**SUBJECT: DIRECT PURCHASE OF CONSTRUCTION
MATERIAL**

EFFECTIVE DATE: October 16, 2002

SUPERSEDES: NEW

PURPOSE

The direct purchase of construction-related equipment and materials is designed to reduce costs on construction projects by saving sales tax monies.

AUTHORITY

This policy will be implemented via the Hillsborough County Procurement Policy and Procedures Manual, administered by the Purchasing Department.

POLICY STATEMENT

- A. The County Administrator shall consider the following factors when determining if the direct purchase of construction related equipment and/or material is appropriate: the nature and complexity of the project; applicable laws that prohibit the direct purchase in certain circumstances relative to construction; and, when it is determined to be in the best interest of the County, considering the advantages and disadvantages of direct purchases.
- B. The decision shall be made prior to the solicitation of bids/proposals for construction projects exceeding \$100,000.
- C. The County Administrator may consider utilizing the direct purchase option in one of the following manners: (1) as part of the construction contract, as specified in the bid document; and, (2) outright purchase of equipment or material.

OVERSIGHT RESPONSIBILITY: Purchasing Department

Approved by: Board of County Commissioners:

Approval Date: October 16, 2002

Appendix Y: Administrative Directive #AD-25

HILLSBOROUGH COUNTY
Office of the County Administrator

ADMINISTRATIVE DIRECTIVE #AD-25

SUBJECT: Point of Service Customer Surveys

EFFECTIVE DATE: March 24, 2008

REVIEW DATE: March 24, 2010

SUPERCEDES: January 8, 2007

Authority

On February 2, 2005, the Board of County Commissioners adopted a Strategic Plan for the County, consisting of eight Strategic Goals, and measurable objectives for each of those goals. Goal #3 in the plan is to work with citizens and neighborhoods in order to ensure quality services are delivered. One of the objectives listed under this goal is to attain a customer satisfaction rating of 90% on the County's delivery of services in a courteous and responsive manner, as measured through point-of-service feedback, by FY 06.

Purpose

The purpose of this Administrative Directive is to establish uniform procedures for creating, disseminating, summarizing, reporting, and using point of service customer surveys for departments under the County Administrator.

Survey results will be used to 1) Improve services by listening to customers and responding; 2) Include departmental customer satisfaction goals in performance evaluations; and 3) Measure progress in achieving the BOCC's Strategic Plan objective on customer satisfaction.

Responsibility

All Departments under the County Administrator are required to comply with the following guidelines and procedures.

Directive

Point of Service Surveys: Surveys should provide a valid sampling of feedback in order to avoid bias. Surveys provided with this directive will replace any current feedback tools used by departments to measure customer satisfaction. However, it does not replace other surveys used by departments to determine customer needs, expectations, or program priorities. For most operations, Departments should solicit point of service customer feedback from each significant customer

Appendix Y: Administrative Directive #AD-25

service encounter. Customers should be given the option of completing the survey at the time service is delivered (by means of card or email survey), or taking the card home and mailing it back to the department by means of the postage-paid, pre-paid address on the reverse of the card. Departments may also distribute surveys via U.S. mail, in the form of business reply cards or provide a cost-free opportunity to include the survey with their monthly bill when service has been requested (service turned on or off, meter investigation, etc.).

However, departments serving a large volume of customers (e.g. Solid Waste, Water Resources, Health and Social Services, Library Services, Aging Services, etc.), may elect to distribute surveys at random intervals throughout the year, or to every 10th customer in order to create a systematic sampling method designed to achieve a representative and valid response. Keep in mind that both random surveying and systematic sampling have a potential for bias. The bias occurs when the individuals being rated by the survey are suppliers of the service to the customer. When the employee knows to whom the survey is going there is a possibility that the individual's behavior is affected. Therefore, departments may want to consider selecting a single staff person (i.e. receptionist) to provide and collect the surveys. Customers should not be asked to complete a survey in the direct presence of the employee that served them.

Creative Research Systems at, <http://www.surveysystem.com/sscalc.htm>, provides a sample-size calculator to determine how many people you need to interview in order to get results that reflect the target population and confidence level as precisely as needed. To ensure a valid number of responses from the target population, a response rate goal of 30% has been set. In order for Departments to track their response rate, each individual department needs to keep a tally of the surveys sent to customers along with how many are returned. Pre-numbering the survey cards may assist in maintaining those tallies. If it appears that a 30% response rate cannot be achieved with the sample size calculated by the above mentioned website, more surveys can be distributed in the manner outlined in the Point of Service Surveys section of this directive.

Active efforts should be made to encourage customers to complete the surveys. For departments with external customers and poor response rates, incentives may be offered using promotional or marketing items approved for County use under AD-22. Signage soliciting customer feedback should be placed at strategically located points. A sign designed by Communications for that purpose is available on COIN.

Surveying Internal Customers: This directive applies to internal as well as external customers. Departments that serve internal customers should perform two types of surveying: 1) point of service surveys of the employees served in other departments; and 2) at least annual surveys of the department directors of the departments served. For the point-of-service surveys, the same survey questions should be used as for external (public) customers. Internal surveys may be presented at point of contact, via email or inter-office mail. For the department director surveys, the surveys should focus on satisfaction with the value of the services received, and the estimated cost of those services should be identified.

Ensuring the Validity of Customer Feedback: The validity of the feedback that has been received will be tested periodically through sample audits conducted by the Internal Performance Auditor. "Mystery shoppers" may also assist in monitoring actual service encounters, using staff of the Internal Performance Auditor or volunteers recruited by the County. Departments may also arrange

Appendix Y: Administrative Directive #AD-25

to have other departments receive or take custody of their returned customer survey cards.

Contractual Services: All new contracts for direct public services shall include customer satisfaction surveys as part of the contractor's requirements.

Printing Surveys: Each department shall be responsible for printing survey cards for their use. The survey shall indicate the department's name (instead of County Administrator's office, as shown on the sample) and shall have the department's return address printed on the reverse side of the survey card or provide a cost-free opportunity to include the survey with their monthly bill.

If the department is asking another department to take custody of their feedback, the address of the receiving department should be used. The statement "No postage necessary – postage has been prepaid by" should be stated above the return address. In addition, the four-digit mail code should appear in the upper, left-hand corner. Please see the [example](#) provided.

Surveys shall be the size of a postcard, using the set of questions on the [survey card](#) provided. Departments may add 2-3 questions to fit their needs. The length of the questions should be kept to a minimum, and should be formulated to yield exactly the information that is sought. Any added questions should be after the overall satisfaction question on the standard form, to preserve a core set of customer responses that can be compared between departments. Keep in mind that the survey cards should be no larger than 4-1/4" x 6" to keep the post card postage rate. Anything larger would require first class postage.

The survey is designed for person-to-person encounters. For feedback from services in the field that do not require person-to-person contact (e.g. road work, street sweeping, solid waste pickup), questions will need to be altered to gain satisfaction with the quality of the work or service provided, and the response choices (i.e. 1 being poor, and 5 being excellent) should be maintained. These alternative survey questions should be submitted to the Manager of Administrative Services for review and approval by an interdepartmental/customer service committee. Surveys may be distributed via a mail-out, by distributing door hangers that contain a postage paid, pre-addressed survey card that may be returned to the department, or call-backs.

Coding: Each survey form should contain an inconspicuous unique identifier or survey code number. This coding can permit departments to isolate responses by service location, type of service, provider, or other distinction that would be meaningful in monitoring and improving service delivery.

Departments can provide any number of survey cards to Mail Services, and the postage will be affixed to the cards and returned to the department. The name of the department's point of contact and four-digit postal code shall be provided to Mail Services at the time of the request. There is a one-day turnaround for this process.

Departments with a larger customer base may consider setting up a Business Reply Mail account. Mail Services staff will provide detailed information regarding format and cost, as well as assistance

Appendix Y: Administrative Directive #AD-25

with setting up the accounts.

Electronic surveying: For those departments using Web Surveyor, or other electronic survey instrument, the link to the survey shall be provided to the customer. If providing assistance via email, the link to the survey is to be included in the employee's email signature for the customer's convenience.

Solicited and Unsolicited Feedback: Departments or the Citizens Action Center may also receive unsolicited complaints regarding County services. All complaints should be reviewed and responded to by departments and feedback solicited on how well the response was handled. Departments should log in, track, respond and solicit customers' feedback. This data should be separated from the solicited feedback described in this directive to avoid biasing that data. While not included in the tabulated data, summaries of this unsolicited feedback should be provided in a comments section associated with the quarterly reports described below. The department's log should include a number, amount of time it took to resolve the issue, and level of customer satisfaction.

Using and Reporting Survey Results and Communicating Improvements in Services: Department Managers should review all solicited and unsolicited feedback, follow-up with all customers who were dissatisfied with the service they received, and use this information to correct any service failures or problems. Point of Service customer surveys should be tallied, evaluated and acted upon on a regular basis and reported to the Assistant County Administrator for the department and to the Deputy County Administrator. Those summary reports should be prepared on a quarterly basis (for the quarters ending in March, June, September and December), and the information should also be posted on the County/department's website and distributed to employees and any customers that have asked for a copy of the survey results and/or information about specific improvements to service that have been initiated as a result of the information obtained from the surveys. The quarterly reports should include a description of the methods used to solicit customer feedback during the quarter. If sampling techniques were used, a description of the sampling procedure used to achieve a representative and valid response should be provided. An interdepartmental committee will review the quarterly reports, consult with departments on any implementation issues, and advise on any changes needed in this Administrative Directive.

Department Recognition: After the close of the Fiscal Year, departments will be recognized with a Certificate of Achievement, signed by the County Administrator and the Chairman, BOCC, for Customer Satisfaction survey results, based on the following criteria:

1. "Most Improved – For the department achieving the highest percentage of Customer Satisfaction improvement over the previous fiscal year. The rating used will be the customer satisfaction percentage for the entire year compared to the satisfaction level in the previous Fiscal Year.
2. "Highest Customer Satisfaction" – For the department achieving the highest percentage of Customer Satisfaction for the Fiscal Year.
3. "Honorable Mention" – For the departments achieving an annual average of 90% or higher.

Appendix Y: Administrative Directive #AD-25

In order to be eligible to receive one of the above awards, the survey methodology must be submitted and approved by the interdepartmental committee and the number of surveys received must be deemed statistically valid and/or representative of the customers served, based on the type of services provided and survey methodology.

Oversight Responsibility: All departments under the County Administrator

Approved by: /S/ _____ 3/24/08
County Administrator Date

Appendix Z: Administrative Directive #CS-22

HILLSBOROUGH COUNTY
Office of the County Administrator

ADMINISTRATIVE DIRECTIVE # CS-22

SUBJECT: NEGOTIATION OF CONTRACTS PURSUANT TO THE “CONSULTANTS’ COMPETITIVE NEGOTIATION ACT (CCNA-F.S.287.055)” REQUIREMENT FOR WRITTEN DEPARTMENTAL PROCEDURES FOR DETERMINING FAIR, COMPETITIVE AND REASONABLE COSTS

EFFECTIVE DATE: August 4, 2008

REVIEW DATE: August 4, 2011

SUPERSEDES: NEW

Authority:

As a result of the requirements of Section 287.055, Florida Statutes, known as the “Consultants’ Competitive Negotiation Act” (CCNA), Hillsborough County must, for each solicitation of professional services, negotiate a contract with the most qualified firm at a rate of compensation which the County determines is fair, competitive, and reasonable. In making such determination, the County is required to conduct a detailed analysis of the cost of the professional services necessary in addition to considering their scope and complexity.

Purpose:

The purpose of this Administrative Directive is to establish a uniform, County-wide policy for all Departments engaged in negotiating consultant fees for County contracts under the Consultants’ Competitive Negotiations Act (CCNA), and for ensuring that fair, competitive and reasonable fees are negotiated for such contracts.

Definitions:

Consultant – an individual, firm, partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the State of Florida

CCNA – Florida Statute 287.055 Consultants’ Competitive Negotiation Act

Negotiate – to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price. Pursuant to CCNA, the term does not include presentation of flat-fee schedules with no alternatives or discussion.

Applicability:

CCNA process applies to Hillsborough County during the selection of consultants to provide professional services for architecture, engineering, or surveying and mapping.

This Directive is applicable to all contracts that qualify under CCNA, whether Miscellaneous (continuing) contracts or “stand-alone” contracts.

This Directive is not applicable to design-build contracts under County’s Design-Build Ordinance (Ordinance No. 89-38 as amended by Ordinance 92-39)

ADMINISTRATIVE DIRECTIVE #CS-20

SUBJECT: LICENSING AND PERMITTING REQUIREMENTS FOR COUNTY CONSTRUCTION WORK

EFFECTIVE DATE: JUNE 9, 2008

REVIEW DATE: MAY 13, 2012

SUPERSEDES: May 13, 2005; JULY 23, 2007

PURPOSE

The purpose of this Administrative Directive is to establish a uniform, County-wide policy for all departments engaged in contracting for construction work on County projects and for assuring that appropriately licensed contractors are used and permits are obtained, when required.

DEFINITION

Construction Work – A combination of labor and materials, or labor only, for the repair, retrofit, renovation, construction, demolition, or maintenance of county-owned property.

RESPONSIBILITIES

It is the responsibility of all Departments under the County Administrator to comply with this Directive.

APPLICABILITY

Chapter 489, Florida Statutes, generally requires that all construction work in excess of \$1,000 in value must be performed by a licensed contractor. Two exceptions from such licensing include:

- Work performed in the right-of-way.
- Work performed by a government agency's own forces under \$200,000 in value, [or under the limits prescribed in Chapter 336, as applicable.](#)

POLICY

1. Departments must ensure that contractors working on County construction projects are appropriately licensed under Chapter 489, F.S. Ultimate responsibility for compliance with F.S. 489 lies with the licensed contractor. The project manager is responsible for verifying that a contractor is appropriately licensed before proceeding with the procurement award.
2. If a permit is required for construction work performed by a contractor or by county staff, the work shall be performed under an appropriate permit.

3. The Project Manager having responsibility for overseeing construction work must be appropriately trained to comply with this policy.
4. To assist staff, the Building Services Division of the Planning and Growth Management Department has compiled a list of common types of construction work and licenses and permit requirements associated with each type of construction.
5. Staff preparing a scope of construction work must determine whether the work requires a licensed contractor, what kind of license is required and whether the work will require a permit. The requirements for the type of license and permit shall be included in the scope of work.
6. The County project manager or staff person assigned to oversee the project shall ensure that the contractor has been informed of the requirement to obtain the appropriate permit(s).
7. The Building Services Division, Planning and Growth Management Department and the Purchasing Department will provide support and guidance to departments in implementing this policy.

OVERSIGHT RESPONSIBILITY: Building Services Division and Planning and Growth Management Department.

Approved By: /S/ _____ **June 9, 2008**
County Administrator Date

**INVITATION TO BID (ITB) QUESTIONNAIRE
(For Services and Commodities)**

DATE: [REDACTED]

TO: [REDACTED], Procurement Services Department

THROUGH: [REDACTED]

FROM: [REDACTED], Project Manager, Phone Number [REDACTED]

1. Project Title (80 Characters Max): [REDACTED]
2. Scope of Work (for use in Advertisement): [REDACTED]
3. Project Alternatives: Describe what alternative(s) have been considered in lieu of this method being requested? [REDACTED]
4. Purpose/Outcome: Describe how this contract will benefit services the county provides to its citizens. [REDACTED]
5. Consequences: Describe the consequences should this contract not be awarded. [REDACTED]
6. If brand specific with no alternatives, provide justification. [REDACTED]
7. Minimum Requirements: [REDACTED]
8. Estimated Cost: \$ [REDACTED]
9. Award will be based on:
 - Overall Low (award to single bidder)
 - Line item/Group/Section, or by Overall Total Net Bid Price (County's Best Interest)*
 - Other factors including cost (Request for Proposal Only)
- * List justification: [REDACTED]
10. Funding/Budget Source: Operating Enterprise
(Check all that apply) Capital Grant*
 Other: [REDACTED]

*If Grant funded in whole or in part, who is the Granting Agency:

Name of Grant: [REDACTED]. Grant Expiration Date: [REDACTED]

Special grant requirements provided as an attachment

Oracle Responsibility Required for Invitation to Bid: BOCC Sourcing Team Member

- 11. Provide a sentence that addresses the funding source for this procurement that is appropriate for the Recommendation/Staff Recommended Motion section of the Agenda Item at the time of award (per A.D. 04): [REDACTED]
- 12. Previous SPO/BPA/CPA Number: [REDACTED]
- 13. Bid Bond/Proposal Bond Requirement.
 - Yes
 - 5% of Bid Amount (Recommended)
 - Other: [REDACTED] % of Bid Amount
 - No
- 14. Performance/Payment Bond Requirement.
 - Yes
 - 100% of Bid Amount (Recommended)
 - Other: [REDACTED] % of Bid Amount
 - No
- 15. Delivery and/or Contract Completion Time: [REDACTED] Calendar Days from the Award Date, Notice to Proceed, or Release Order Date.
 - Describe any special delivery or completion requirements: [REDACTED]
 - Delivery location(s): [REDACTED]
- 16. Liquidated Damages:
 - Yes. Attach Justification Memo
 - No
- 17. Does this project require the Contractor to comply with the requirements of the Jessica Lunsford Act?
 - Yes
 - No
- 18. Is a transition plan required?
 - Yes
 - No
- 19. Is a Pre-Bid Conference required?
 - No
 - Yes Enter justification for Pre-Bid here.
 - Is the Pre-Bid Mandatory (not recommended)?
 - Yes Enter justification for Mandatory Pre-Bid here.

Oracle Responsibility Required for Invitation to Bid: BOCC Sourcing Team Member

No

20. Is a Site Visit required?

No

Yes Enter justification for Site Visit here.

Is the Site Visit Mandatory (not recommended)?

Yes Enter justification for Mandatory Site Visit here.

No

21. Insurance Requirements coordinated with Risk Management:

Yes, Documentation from Risk Management should be attached to RQ

No, Insurance not required

22. Minority Business Enterprise and Small Business Enterprise (MBE/SBE) considerations coordinated with the Economic Development Department:

Yes, Documentation from Economic Development Department attached to RQ

23. Term Contract:

Yes, RQ should list one line with a zero unit cost

No

If Yes, Contract shall be in effect for [] Year(s)

Cost Escalation? Describe: []

24. Does the project involve computer hardware, software or data/telephone connection? Use the IIO STATS Self-Serve Portal on COIN to submit for review/approval.

Yes, Documentation from IIO attached

No

25. License Requirements has been coordinated with Development Services:

No License Required

General Contractor

Building Contractor

Electrical

Painting

Underground Utilities

Mechanical

Plumbing

Other (Specify): []

Oracle Responsibility Required for Invitation to Bid: BOCC Sourcing Team Member

26. Pursuant to A.D. 25, all new contracts for direct public services shall include customer satisfaction surveys as part of the contractor's requirements. Did you include requirements?
- Yes, Requirement(s)/Provision(s) included
 - No
27. Certain information is exempt from Florida Public Records Law if it pertains to security related matters. Does this bid contain security sensitive information?
- Yes, Explain:
 - No
28. When the specifications are out of the ordinary or unique, the Requesting Department should have their Department Attorney review the specifications. Have the specifications been reviewed by the Requesting Department's Attorney?
- Yes, Name of Attorney:
 - No
29. Are there any business decisions regarding this procurement that may limit competition?
- Yes, Explain:
 - No
30. Suggested vendor list to contact. Include business name, contact name, complete address (No P.O. Address), and email address.
- Enter vendors and contact information here
31. Special Instructions:
32. ITB Questionnaire Attachment Checklist:
- ITB Questionnaire (this document)
 - RFQ Line Item Template for Commodities (for SPO/BPA Requests)
 - Specifications
 - Insurance Requirements
 - MBE or SBE Committee Review Results Memorandum
 - Liquidated Damages Justification Memorandum
 - IIO Review

REQUEST FOR PROFESSIONAL SERVICES (RPS) QUESTIONNAIRE (CCNA)
(Consultants Competitive Negotiation Act, F.S 287.055)

DATE: [REDACTED]

TO: [REDACTED], Procurement Operations Coordinator, Procurement Services Department

THROUGH: [REDACTED]
(If Applicable)

FROM: [REDACTED], Project Manager, Phone No: [REDACTED]

1. This request is to initiate a procurement for Professional Services under the subject procedures:

Project Title (Maximum 80 Characters): [REDACTED]

C.I.P. NO: [REDACTED]

2. Scope of Work (for use in Solicitation): [REDACTED]

3. Estimated Project Cost: [REDACTED]

4. Estimated Cost of Construction (if applicable): [REDACTED]

5. Certification for this project is required in:

- Architecture
- Engineering
- Landscape Architecture
- Surveying and Mapping

6. FUNDING/BUDGET SOURCE: (check all that apply)

- Operating Enterprise Capital
- Grant

If Grant funded in whole or in part, who is the Granting Agency: [REDACTED]

Name of Grant: [REDACTED]. Grant Expiration Date: [REDACTED]

Special grant requirements provided as an attachment

Local Area Participation (LAP).

Provide copy of LAP Agreement, Financial Project Identification Number: [REDACTED]

7. Provide a sentence that addresses the funding source for this procurement that is appropriate for the Recommendation/Staff Recommended Motion section of Agenda Item at the time of awards (per A.D. 04):
[REDACTED]

8. Certain information is exempt from Florida Public Records Law if it pertains to security related matters. Do these requirements contain security sensitive information?

- Yes No

9. Number of firms to be selected to provide the required services:
- Stand Alone/Single Contract
 - Miscellaneous Work Order Contracts. Enter number of firms to receive a contract: [REDACTED]
10. Term Contract shall be in effect for [REDACTED] Year(s), if applicable.
11. Number of firms to be shortlisted (Minimum of three firms): [REDACTED]
12. Consultant Interviews
- Oral Presentations are requested
13. Small Business Set-Aside
- Yes (Attach coordination with Economic Development)
 - No
 - LAP Funded
14. Name of User Agency (if applicable): [REDACTED]
15. From the time negotiations are authorized, how long do you expect it to take to complete negotiations?
[REDACTED] Indicate number of weeks
16. Is a Pre-Proposal Conference and/or Site Visit Required?
- No
 - Yes Enter Rationale for Pre-Bid/Site Visit here.
- Is the Pre-Proposal/Site Visit Mandatory?
- Yes Enter justification for Mandatory Site Visit here.
 - No (Recommended)
17. Evaluation Committee:
(No committee member listed can be a direct or indirect report to any other committee member)
- Project Manager (CHAIR): Enter Name Here Phone: [REDACTED]
- Member: Enter Name Here Phone: [REDACTED]
- Member: [REDACTED] Phone: [REDACTED]
- Member: [REDACTED] Phone: [REDACTED]
- Member: [REDACTED] Phone: [REDACTED]
18. Technical Advisors:
- Member: Enter Name Here Phone: [REDACTED]
- Member: [REDACTED] Phone: [REDACTED]
19. Scoring method to be used:
- Consensus (Recommended scoring method)
 - Individual (Provide explanation why the consensus scoring method should not be used)

20. Evaluation Criteria:
 The Project Manager (PM) shall assign a maximum point value (MPV) for each evaluation criterion listed below. The more important the criteria, the higher the MPV will be. The PM must select one of the criteria as the highest valued. In the event of a tie, for the second tiebreaker the firm receiving the highest points on the highest valued criteria will be considered the higher-ranked firm. The total MPV must equal the sum of 100 points.

<u>EVALUATION CRITERIA</u>	<u>MAX POINT VALUE</u>
1. Ability of the firm and its professional personnel	—
2. Firm’s experience with projects of similar type and size	—
3. Firm’s willingness and ability to meet schedule and budget requirements	—
4. Effect of firm’s recent, current and projected workload	—
5. Effect of project team location	—
Total:	0

21. ATTACHMENTS CHECKLIST: Attach all files to the Oracle requisition. No single file can be more than 100MB in size.

- Request for Professional Services Questionnaire (this document)
- Scope of Services, including a proposed project/design schedule indicating month/year design it to be complete, if applicable. (Provide in .txt or .xml format)
- Evaluation Criteria Worksheets
- Insurance Requirements, approved by Risk Management
- SBE Committee review results memorandum. (Not required, if LAP).
- Copy of LAP Agreement (if applicable).

22. Special Instructions:

Enter special instructions here.

EVALUATION CRITERIA INSTRUCTIONS

Instructions for completing the following evaluation criteria worksheets:

1. For each evaluation criterion, utilize the MPV from the Professional Services Questionnaire.
2. Establish a range under each criterion to distribute the MPV to the corresponding definitions. Negative scores should not be used.
3. Evaluators will score each response using this rating guide.
4. The following evaluation criteria forms will be included in the Solicitation Document for firms to review.

EVALUATION CRITERIA NUMBER. 1

ABILITY OF FIRM AND ITS PROFESSIONAL PERSONNEL

Maximum Point Value: 0

Responses limited to _____ page(s) maximum, plus resumes for key personnel

Attach resumes **only** for key personnel of the Project Team, detailing past experience as it relates to projects of a similar size and type.

Submit separate organizational charts delineating personnel assigned to both construction and design services, if applicable. Clearly indicate the role of each member of the proposed project team. Resumes and organizational charts do not count against the maximum page limit.

- _____ Project team personnel do not have appropriate level of qualifications and experience. Project team does not contain all critical disciplines. Organization of project team is inappropriate. Prime firm lacks adequate professional resources to properly provide services. Proposed project manager is not appropriate.
- _____ Some project team personnel have adequate level of qualifications and experience. Project team lacks minor disciplines. Organization of project team is marginal. Prime firm's professional resources to properly provide services are marginal. Proposed project manager's qualifications are marginal.
- _____ Project team personnel have adequate level of experience. Project team contains all necessary disciplines. Organization of project team is adequate to the project. Prime firm has adequate professional resources to properly provide services. Proposed project manager's qualifications are adequate.
- _____ Project team personnel have above average level of experience and the project manager is uniquely qualified. Project team contains all necessary disciplines. Organization of project team is adequate to the project. Prime firm has superior professional resources to properly provide services.
- _____ Project team personnel have exceptional level of experience and several are uniquely qualified. Project team contains all necessary disciplines. Organization of project team is superior. Prime firm has exceptional professional resources to properly provide services. Proposed project manager is uniquely qualified.

EVALUATION CRITERIA NUMBER 2

FIRM'S EXPERIENCE WITH PROJECTS OF A SIMILAR SIZE AND TYPE

Maximum Point Value: 0

Maximum number of projects to be included: _____

Responses limited to one _____ page(s) maximum per project

List a maximum of _____ recent projects, preferably during the past five (5) years, to indicate proficiency in similar work. For each representative project, indicate your Firm's role (Prime, Sub-Consultant, etc.), your Firm's project manager and key personnel, total cost of the project, length of the contract, and a summary of the work performed by your Firm."

- _____ Prime firm has marginal experience with projects of a similar size and type.
- _____ Prime firm has minor successful experience with projects of a similar size and type. Scope of services provided for representative projects vary from RPS Scope.
- _____ Prime firm has adequate successful, recent (within past five (5) years) experience with projects of a similar size and type. Some of the scope of services provided for representative projects are similar to RPS scope.
- _____ Prime firm has more than adequate successful, recent (within past five (5) years) experience with projects of a similar size and type. Most of the scope of services provided for representative projects are similar to RPS scope.
- _____ Prime firm has superior past and recent successful experience with projects of a similar size and type. All of the scope of services provided for representative projects are similar to RPS scope.

EVALUATION CRITERIA NUMBER 3

FIRM'S WILLINGNESS AND ABILITY TO MEET SCHEDULE AND BUDGET REQUIREMENTS

Maximum Point Value: 0

Response limited to _____ page(s) maximum

Provide a short narrative outlining how you propose to manage the project in order to meet schedule and budget requirements.

Indicate the controls to be utilized to maintain both schedule and budget for this project.

Describe how personnel will be assigned, and tasks effectively handled, in order to provide the most efficient service on the project (during both the design and the construction phases, if applicable). Describe any unique issues and/or items of focus based on your understanding of the project scope. Describe any suggestions on how the proposed project schedule could be further accelerated. Describe your Firm's unique abilities, innovative approaches, and/or special considerations.

- _____ Submittal does not address either the schedule or budget.
- _____ Submittal shows inadequate understanding of scope, schedule and budget requirements.
- _____ Submittal shows adequate schedule approach, understanding of budget control, and understanding of scope. Project budget and schedule can be met or modified to meet project intent.
- _____ Submittal shows good understanding of and approach to scope, schedule and budget. Project budget and schedule can be met.
- _____ Submittal shows superior understanding of and approach to scope, schedule and budget with potential improvements for project delivery and cost savings.

EVALUATION CRITERIA NUMBER 4

EFFECT OF FIRM'S RECENT, CURRENT AND PROJECTED WORKLOAD

Maximum Point Value: **0**

Responses limited to _____ pages maximum, including a one page graphic representation.

Describe the current workload and your daily ability to handle the scope of services.

Provide a graphic representation of your current commitment over the next one-year period for key members of the project team.

- _____ Submittal shows that consultant does not have sufficient available personnel to complete services on schedule.
- _____ Submittal shows that consultant's workload commitments will impact its ability to complete services on schedule.
- _____ Submittal shows that while consultant has adequate time and available personnel, prior workload commitments may impact its ability to complete services on schedule.
- _____ Submittal shows that consultant's project team has adequate time and available personnel to complete services on schedule.
- _____ Submittal shows that consultant's project team has adequate staffing available to complete services on schedule. Submittal indicates backup staffing capability in the event of unforeseen circumstances.

EVALUATION CRITERIA NUMBER 5

EFFECT OF PROJECT TEAM LOCATION ON PROJECT

Maximum Point Value: **0**

(Scored by Evaluation Committee Chairperson Only)

Response is limited to a _____ page maximum.

Define where elements of the work will be performed (city/state), whether performed by prime or subconsultant firms, and who in the Proposer's organizational chart will oversee performance of that work.

Specify the members of the project team and office location for each.

Note: "Local" is any county within the Tampa Bay Regional Partnership area, i.e. Hillsborough, Pinellas, Pasco, Polk, Manatee, Sarasota and Hernando Counties.

- _____ Non-local location of most of project team, including the prime firm and Project Manager, may adversely affect work quality and schedule.
- _____ Non-local location of some of project team, although prime firm and project manager may be local, may adversely affect work quality and schedule.
- _____ One or two key elements of project teams are non-local and may adversely affect work quality and schedule. All major sub-consultants are local.
- _____ Only minor elements of project team are non-local and probably will not affect work quality or schedule. All major sub-consultants are local.
- _____ All of the project team is local.

CONSTRUCTION PROJECT QUESTIONNAIRE
(Invitation to Bid)

DATE:

TO: _____, Procurement Operations Coordinator, Procurement Services Department

THROUGH:

FROM: _____, Project Manager, Phone No: _____

1. Project Title (80 Characters Max):
2. Scope of Work (for use in Advertisement):
3. Applicable Publications and Terminology:
4. Minimum Qualifications: Indicate any minimum qualifications.
5. Minimum Requirements: Indicate any minimum requirements.
6. POETA (for advertisement charges)
 - Project
 - Organization
 - Expenditure Type
 - Task
 - Award
7. C.I.P. No.
8. Estimated Base Cost for the Project: \$
Allowance(s) – Must include detail to support allowance request.
 - a. Permits \$
List Permits here.
 - b. Allowance Authorization (AAR) \$
(Lesser of 10% of Base Cost or \$200K)
 - c. Non-Priced Items (NPI) \$
 - d. Other: \$Estimate for the Total Project: \$

Oracle Responsibility Required for Construction Projects: BOCC Sourcing Team Member

9. FUNDING/BUDGET SOURCE: Operating Enterprise
(Check all that apply) Capital Grant*
 Local Area Participation (LAP). Provide copy of LAP Agreement. Financial Project Identification Number:
 Other:

*If Grant funded in whole or in part, who is the Granting Agency:

Name of Grant: . Grant Expiration Date:

- Special grant requirements provided as an attachment
10. Provide a sentence that addresses the funding source for this procurement that is appropriate for the Recommendation/Staff Recommended motion section of the Agenda Item at the time of award (per A.D. 04):
11. Award will be based on:
 Overall Low (Single Award)
 Lowest by Section/Group
 Other: Describe here
12. Term Contract:
 Yes
 No
If Yes, Contract shall be in effect for Year(s).
Number of Renewals:
Cost Escalation? Describe:
13. Bid Bond/Proposal Bond Requirement.
 Yes
 5% of Bid Amount (Recommended)
 Other: % of Bid Amount
 No
14. Performance/Payment Bond Requirement.
 Yes
 100% of Bid Amount (Required if contract is over \$100,000.00)
 Other: % of Bid Amount

Oracle Responsibility Required for Construction Projects: BOCC Sourcing Team Member

- No
15. Retainage:
- a. None (Recommended)
 - b. Standard: (5%)
16. Liquidated Damages/Milestones:
- No. (Recommended)
 - Yes. Attach Signed Justification Memo including substantial and final completion dates of calendar days from the Note to Proceed date.
 - LAP Funded.
17. Projects under **\$500,000** must have been submitted to SBE Committee prior to submitting Request for Bids. Projects **\$500,000** and greater must have been submitted to MBE Committee prior to submitting Request for Bids. Has this project been reviewed by the appropriate committee, and is a copy of the results attached?
- Yes
 - No (LAP Funded)
18. County funded projects of **\$1,000,000** or greater must have been submitted to the Construction Apprenticeship Program (CAP) Committee for screening prior to submitting a Request for Bid. Has this project been reviewed by the CAP Committee, and is a copy of the results attached?
- Yes
 - No (Project funded using state appropriated funds)
19. Certain information is exempt from Florida Public Records Law if it pertains to security related matters. Does this bid contain security sensitive information?
- Yes
 - No
20. "Proposed Equals" be reviewed:
- After Bid Closing (Recommended)
 - Prior to Bid Closing
21. Is the Trench Safety Act applicable?
- Yes
 - No

Oracle Responsibility Required for Construction Projects: BOCC Sourcing Team Member

22. Does this project require the Contractor to comply with the requirements of the Jessica Lunsford Act?
- Yes
- No
23. Do the Special Conditions indicate all Hillsborough County permits that must be obtained by the Contractor, and the cost for each (as required by State statute)?
- Yes
- None required
24. Is a Pre-Bid Conference required?
- No
- Yes Enter justification for Pre-Bid here.
- Is the Pre-Bid Mandatory (Not Recommended)?
- Yes Attach Memo of Justification, signed by Director.
- No
25. Is a Site Visit required?
- No
- Yes Enter justification for Site Visit here.
- Is the Site Visit Mandatory?
- Yes Enter justification for Mandatory Site Visit here.
- No
26. ATTACHMENTS CHECKLIST: Attach all files to the Oracle requisition. No single file can be more than 100MB in size.
- Construction Project Questionnaire (this document)
- Engineer's Estimate, Signed and Sealed by the EOR
- Liquidated Damages Justification/Milestones Memorandum Signed
- Mandatory Pre-Bid/Site Visit Justification Memorandum (Not Recommended)
- RFQ Line Item Template for Construction (Provide in Excel format)
- Insurance Requirements, approved by Risk Management
- MBE or SBE Committee review results Memorandum. (Not required, if LAP)
- Technical Specifications
- Supplemental Specifications

Oracle Responsibility Required for Construction Projects: BOCC Sourcing Team Member

- Applicable Publications (.pdf format)
- Plan Sheets/Drawings, Signed and Sealed by the EOR (.pdf format).
- Project Map (.pdf format)
- Copy of LAP Agreement, if applicable.
- Copy of CAP Committee screening results, if applicable.

27. SPECIAL INSTRUCTIONS:

Appendix BB: Administrative Directive #MS-16

HILLSBOROUGH COUNTY
Office of the County Administrator

ADMINISTRATIVE DIRECTIVE # MS-16

SUBJECT: VENDOR REFERENCES, INQUIRIES & ENDORSEMENTS

EFFECTIVE DATE: July 6, 2009

REVIEW DATE: July 6, 2012

SUPERSEDES: NEW

Purpose:

- (1) To establish a directive regarding the County's endorsement of vendors, contractors, products and services;
- (2) To establish procedures for County employees who receive inquiries or requests for references regarding a vendor, contractor, product or service; and
- (3) To state the County's policy regarding vendors'/contractors' use of the County to market and/or promote their products and/or services, and to mandate that all County departments place language in all County contracts with vendors and contractors that reflects this policy.

Applicability:

This Administrative Directive shall apply to all the departments that operate/function under the County Administrator and all employees of the County Administrator. The subject matter of this Administrative Directive shall relate only to vendors/contractors/products/services contracted through the County's Procurement Services Department and through Departmental Purchase orders issued by other Departments within the County. County grants and community partnerships are not subject to this directive.

Directive:

County's Endorsement of Vendors/Contractors/Products/Services

County employees are prohibited from making statements on behalf of the County, whether oral or written, which they know will be utilized by a vendor/contractor to market, sell, promote or highlight the contractor/vendor and/or the vendor's product(s) and/or service(s) unless specifically authorized to do so by the County Administrator or his/her designee. County employees are prohibited from endorsing vendors, contractors, products and/or services utilized by the County unless specifically authorized to do so by the County Administrator or his/her designee. In addition, County employees are prohibited from endorsing vendors, contractors, products and/or services where such endorsements could be interpreted or perceived as endorsements by the County.

Appendix BB: Administrative Directive #MS-16

Procedures for Addressing Vendor/Contractor References and Inquiries

If a County employee receives an inquiry or a request for a reference regarding a vendor/contractor/product/service currently being used by the County or that has been used by the County in the past, then the employee shall immediately direct such inquiry or reference request to the County project manager in charge of the applicable project/work or to the Director of the County department which utilized the vendor's product and/or service. The County employee receiving such inquiry or reference request should refrain from commenting or giving a reference unless such employee is the project manager of the applicable project utilizing the vendor/contractor or unless such employee is the applicable department Director of the County department utilizing the product/service.

Upon receiving an inquiry or a reference request regarding a vendor/contractor/product/service, the project manager or the applicable department Director or his/her designee should limit his/her response to such inquiry to only providing the facts regarding the vendor's/contractor's performance and/or the product or service provided (for example, whether the work was completed on time, whether the product/service was provided on time, whether the project was over or under budget, whether there were any change orders, whether the product/service met the specifications, etc.). Subjective opinions or comments regarding the vendor/contractor and/or the vendor's performance, product(s) or service(s) are strongly discouraged.

Policy Regarding Vendors'/Contractors' Use of the County to Market or Promote Products/Services

It is the policy of the County that vendors/contractors shall not use any statements, whether written or oral, made by the County's employees to market or promote such vendors'/contractors' products and/or services unless authorized to do so, in writing, by the County Administrator or his/her designee. To ensure that vendors/contractors are aware of this policy and that they abide by this policy, all County departments must include language reflecting this policy in all contracts with vendors/contractors as of the Effective Date of this Administrative Directive. The following is the recommended language to be placed in contracts:

“The vendor/contractor shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote or highlight the vendor/contractor and/or the vendor's/contractor's product(s) and/or service(s) unless authorized to do so, in writing, by the County Administrator or his/her designee. In addition, the vendor/contractor shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the vendor's/contractor's performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote or highlight the vendor/contractor and/or the vendor's/contractor's product(s) and/or service(s). This does not prevent the vendor/contractor from including the County on its client lists and/or listing or using the County as a reference.”

Oversight Department: Department of Procurement Services

Approved: /S/

County Administrator

7/6/09

Date

ORDINANCE NO. 13-24

AN ORDINANCE CREATING HILLSBOROUGH COUNTY CODE OF ORDINANCES AND LAWS, CHAPTER 2, ARTICLE VI, DIVISION 3 RELATING TO PROTEST POLICIES AND PROCEDURES FOR PROTESTS RELATED TO THE PROCUREMENT OF GOODS AND SERVICES BY HILLSBOROUGH COUNTY; PROVIDING FOR THE RIGHT TO PROTEST; PROVIDING PROCEDURES FOR FILING A PROTEST; PROVIDING THE RIGHT OF INTERESTED PARTIES TO INTERVENE IN A PROTEST; PROVIDING FOR THE STAY OF THE PROCUREMENT PROCESS DURING A PROTEST; PROVIDING FOR THE INITIAL REVIEW OF A PROTEST BY THE DIRECTOR OF THE COUNTY DEPARTMENT ISSUING THE PROCUREMENT SOLICITATION; PROVIDING FOR THE APPEAL OF THE DIRECTOR'S DECISION ON A PROTEST TO A HEARING MASTER; REQUIRING AN APPEALING PARTY TO FILE A BOND OR ALTERNATIVE FORM OF SECURITY WHEN APPEALING A PROTEST DECISION TO THE HEARING MASTER; PROVIDING FOR THE APPEAL OF THE HEARING MASTER'S DECISION ON A PROTEST TO THE COUNTY'S BOARD OF COUNTY COMMISSIONERS; DESIGNATING THE CUSTODIAN OF RECORDS RELATED TO A PROTEST UNDER THIS ORDINANCE; PROVIDING FOR A CONE OF SILENCE FOR PROCUREMENT SOLICITATIONS; PROVIDING FOR A HEARING MASTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION OF ORDINANCE IN THE HILLSBOROUGH COUNTY CODE; PROVIDING FOR AN EFFECTIVE DATE.

Upon motion of Commissioner Sharpe, seconded by Commissioner Beckner, the following Ordinance was enacted by a vote of 5 to 0, with Commissioner(s) _____ voting "no", and Commissioner(s) Hagan and Miller being absent.

WHEREAS, the provisions of this Ordinance are based upon the authority granted to the Board of County Commissioners of Hillsborough County, Florida, in Article VIII, Section 1 of the Florida Constitution, Chapter 125, Florida Statutes, and the Hillsborough County Home Rule Charter adopted by Ordinance No. 83-9, as amended by Ordinance No. 04-9;

WHEREAS, the Hillsborough County Board of County Commissioners has a Procurement Policy that provides for the procurement of equipment, supplies and services;

WHEREAS, the Hillsborough County Board of County Commissioners has determined that it is in the best interest of Hillsborough County to establish a formal

protest process and procedures for bidders, proposers and any interested parties who have a grievance with the County's issuance of a bid solicitation, proposal solicitation or the pending award of any contract in the process utilized by Hillsborough County for the procurement of equipment, supplies, materials, or services and construction of public improvements.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA:

SECTION 1. CREATION OF CHAPTER 2, ARTICLE VI, DIVISION 3 OF HILLSBOROUGH COUNTY CODE OF ORDINANCES.

There is hereby created Chapter 2, Article VI, Division 3 of the Hillsborough County Code of Ordinances and Laws which shall be as follows:

SECTION 2. TITLE.

This Ordinance shall be known and may be cited as the "Hillsborough County Procurement Protest Policy and Procedures Ordinance".

SECTION 3. AUTHORITY.

This Ordinance is enacted pursuant to Article VIII, Section 1 of the Florida Constitution, Chapter 125, Florida Statutes, and the Hillsborough County Home Rule Charter adopted by Hillsborough County Ordinance No. 83-9, as amended by Ordinance No. 04-9 and as may be amended from time to time.

SECTION 4. APPLICATION OF ORDINANCE.

(a) General Application. This Ordinance shall apply only to protests that are initiated and/or filed after the effective date of this Ordinance.

(b) Application to Procurements. This Ordinance shall apply only to the following:

- (i) procurements that are supervised and/or overseen by a County Department that are at or over the Formal Bid Limit, irrespective of the source of the funds, including federal assistance monies except as otherwise specified by law;
- (ii) Sole Source Procurements that are supervised and/or overseen by a County Department, irrespective of the source of the funds, including federal assistance monies except as otherwise specified by law;
- (iii) any other grievances/protests related to procurements that are supervised and/or overseen by a County Department that cannot be resolved by the Department Director or County administration, and that have been referred by the Director or County administration to

the Hearing Master for resolution; whereupon, such grievances/protests shall fall under Sections 11(d) (e) (f) (g) (h) (i) (j) (k) (l) (m), Section 12, Section 13 and Section 14 of this Ordinance; and

- (iv) any other grievances/protests related to procurements that are supervised and/or overseen by a County Department that have been decided by the Department Director and/or County administration but which the Protesting Party wishes to appeal to the Hearing Master; whereupon, such grievances/protests shall fall under Sections 11(b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m), Section 12, Section 13 and Section 14 of this Ordinance.

SECTION 5. DEFINITIONS.

The following words and terms shall, wherever they appear in this Ordinance, have the meanings ascribed to them in this Section unless a different meaning is clear from the context:

“Board”/“Board of County Commissioners” shall mean the Board of County Commissioners of Hillsborough County, Florida.

“Business Day(s)” shall mean Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Standard Time, excluding holidays that are observed by the County.

“County” shall mean Hillsborough County, a political subdivision of the State of Florida.

“County Administrator” shall mean the chief executive officer of the County or his/her designee.

“County Attorney” shall mean the chief legal officer of the County or his/her designee.

“County Department(s)” shall mean all County administrative departments that are overseen by the County Administrator.

“County Internal Auditor” shall mean the person appointed by the Board of County Commissioners to conduct continuing studies of the operation of the County’s programs and services or his/her designee.

“Director” shall mean the chief administrative officer of a County Department or his/her designee.

“Formal Bid Limit” shall mean the monetary amount at and over which the County is required to procure, by way of competitive sealed bids or competitive sealed requests for proposals, equipment, supplies, materials or services; said formal bid limit

shall be the monetary amount established by the Board pursuant to the Board's Procurement Policy, as may be amended from time to time.

"Interested Party(ies)" shall mean any party, other than the Protesting Party and the County, which will be directly affected by the resolution of the protest and who has legal standing under Florida law.

"Offeror" shall mean any person, partnership, corporation or other entity or organization that has submitted an offer, bid or proposal to the County in response to a procurement solicitation issued by the County to provide equipment, supplies, materials or services.

"Protesting Party(ies)" shall mean any prospective or actual Offeror who has filed with the County a grievance associated with a solicitation issued by the County for the procurement of equipment, supplies, materials or services, and/or any actual Offeror who has a grievance associated with an award notice issued by the County and/or the County's intent to award a contract on which the Offeror has timely submitted an offer in response to a solicitation issued by the County for the procurement of equipment, supplies, materials or services.

"Sole Source Procurements" shall mean procurements in which the needed equipment, materials, supplies or services are only available from one source or when it is determined that other methods of procurement are not feasible or not advantageous to the County.

SECTION 6. RIGHT TO PROTEST.

(a) Protesting Parties. The following persons and/or entities shall have the right to file a protest:

- (i) any prospective or actual Offeror who has a grievance associated with a procurement solicitation issued by a County Department for contracts at or over the Formal Bid Limit or for Sole Source Procurements; and
- (ii) any actual Offeror who has a grievance associated with an intent to award or an award notice issued by a County Department related to said Department's issuance of a procurement solicitation for contracts at or over the Formal Bid Limit or for Sole Source Procurements on which the Offeror has submitted a timely offer/response.

(b) Interested Parties. Any party, other than the Protesting Party and the County, which will be directly affected by the resolution of the protest and who has legal standing under Florida law, shall have the right to intervene in the protest proceedings of an active protest (i.e., a protest that has not been resolved).

SECTION 7. **FILING OF PROTEST.**

(a) Application to Protesting Party(ies). This Section shall govern protests by a Protesting Party. Protests not complying with the provisions of this Section shall not be considered.

(b) Time for filing protest. Protests shall only be accepted within the time periods stated herein. Any protest received outside of the stated time period shall not be considered. It is the responsibility of all Protesting Parties to review notices posted by the County to ensure that protests are filed in a timely manner.

- (i) *Protest of specifications and/or terms and conditions contained within the County's procurement solicitation* – any protest associated with the specifications and/or terms and conditions contained within a procurement solicitation that has been issued by the County must be received no later than five (5) Business Days before the response submittal deadline for the procurement solicitation. Protests must be received no later than 5:00 p.m. Eastern Standard Time.
- (ii) *Protest associated with an award notice issued by the County and/or the County's intent to award a contract and/or the completion of the short listing process* – any protest associated with (aa) an award notice issued by the County, (bb) the County's intent to award a contract, and/or (cc) the County's completion of the short listing process, must be received no later than five (5) Business Days from the date the County posts its notice of intent to award, recommendation of award or short list. The protest must be in writing and must be submitted in accordance with subsection (c) below. In the event a protest is filed/submitted without the required information and documentation specified in subsection (d) below, then such information and documentation must be received by the County no later than ten (10) Business Days from the date the County posts its notice of intent to award, recommendation of award or short list and must be submitted in accordance with subsection (c) below. The County's notice or recommendation of award and/or notice of the short list shall be posted via the means specified in the County's procurement solicitation. Protests must be received no later than 5:00 p.m. Eastern Standard Time.

The County shall have the right to allow for additional time to file a protest, provided that such additional time is specifically set forth in the applicable procurement solicitation and/or any addenda thereto.

(c) Submittal of protest. All protests must be addressed to and submitted to the Director of the County Department that issued the applicable procurement solicitation and sent to the address listed on the cover sheet of the procurement solicitation or other

address specified by the County Department. Protests must be delivered to the Director via certified or registered mail, electronic mail (e-mail), facsimile (with the original copy sent immediately following) or hand-delivered to the Director or his/her designee. Protests shall be date and time stamped by the County upon receipt and, if hand-delivered, the County shall issue a receipt to the Protesting Party stating the date and time the protest was received by the County. However, the County shall not issue receipts for protests delivered via Federal Express (FedEx), United Parcel Service (UPS) or similar courier service that has independent delivery verification. The Protesting Party shall bear all costs associated with its submissions to the County.

(d) Required form of protest. All protests must be in writing and shall contain the following information:

- (i) The package containing the protest must be clearly labeled and marked with the word "PROTEST" and must clearly identify the procurement solicitation on which the protest is based, including, but not limited to, the title and number assigned to the solicitation by the County (example, bid or proposal number and title);
- (ii) The Protesting Party's name and postal address, the name of the Protesting Party's contact person and said person's e-mail address, telephone number and facsimile number, and the contact information of the Protesting Party's legal counsel, if applicable;
- (iii) A statement that clearly communicates that the Protesting Party is submitting a formal protest to the County;
- (iv) Clear and concise statements indicating the grounds and evidence on which the protest is based, including, but not limited to, facts, rules, regulations, laws and statutes and all supporting documents. Any grounds that are not specifically stated in writing at the time the protest is filed shall be waived by the Protesting Party;
- (v) A statement reciting the specific ruling or relief requested; and
- (vi) The signature of an authorized agent of the Protesting Party.

(e) Additional information requested by County. The Protesting Party shall provide any additional information requested by the County within the time period specified in the County's request. Failure to provide the requested information and/or failure to timely provide the requested information may result in the resolution of the protest without consideration of the requested information.

(f) Allegations of misconduct or misrepresentation by a competing Offeror. Allegations of misconduct or misrepresentation on the part of a competing Offeror shall not be considered a protest, but will be reviewed and, if appropriate, in the County's sole discretion, will be used for the purpose of evaluating the qualifications and/or responsibility of the applicable Offeror. This shall include, but is not limited to, allegations that a competing Offeror intends to use or is currently using unauthorized workers, unless such an allegation has been determined to be factual by the U.S. Immigration and Customs Enforcement (ICE) prior to the date the contract is scheduled

to be awarded by the County. If such an allegation has been determined to be factual by ICE, then such allegation shall be treated as a protest.

(g) **Legal counsel.** A Protesting Party may be represented by legal counsel at its own expense.

SECTION 8. INTERVENTION OF INTERESTED PARTIES IN PROTEST.

(a) **Application to Interested Parties.** This Section shall govern interventions filed in active protests by Interested Parties. Interested Parties cannot intervene in a protest once the protest has been resolved.

(b) **Time for filing an intervention.** An Interested Party shall have the right to intervene in an active protest proceeding by providing the County with written notice of its intervention in a protest no later than five (5) Business Days after the Offerors in the applicable procurement solicitation have received notification from the County that a protest has been filed. Such notice shall be in writing and shall be submitted in accordance with subsection (c) below. In the event an intervention is filed/submitted without the required information and documentation specified in subsection (d) below, then the Interested Party must submit such information and documentation to the County no later than ten (10) Business Days after said Interested Party has received notification from the County that a protest has been filed. Said documents must be received no later than 5:00 p.m. Eastern Standard Time. The County shall have the right to allow for additional time to file an intervention, provided that such additional time is specifically set forth in the applicable procurement solicitation and/or any addenda thereto. The County Department with which the protest is filed shall notify all Offerors on an applicable procurement solicitation that a protest has been filed.

(c) **Submittal of intervention documents.** All intervention documents must be addressed to and submitted to the Director of the County Department that issued the applicable procurement solicitation and sent to the address listed on the cover sheet of the procurement solicitation or other address specified by the County Department. Documents/submissions must be delivered to the Director via certified or registered mail, electronic mail (e-mail), facsimile (with the original copy sent immediately following) or hand-delivered to the Director or his/her designee. Submissions shall be date and time stamped by the County upon receipt and, if hand-delivered, the County shall issue a receipt to the Interested Party stating the date and time the documents were received by the County. However, the County shall not issue receipts for intervention documents delivered via Federal Express (FedEx), United Parcel Service (UPS) or similar courier service that has independent delivery verification. The Interested Party shall bear all costs associated with its submissions to the County.

(d) **Required form of intervention.** All protest interventions must be in writing and shall contain the following information:

- (i) The package containing the intervention must be clearly labeled and marked with the words “PROTEST INTERVENTION” and must clearly identify the procurement solicitation and protest on which the intervention is based, including, but not limited to, the title and number assigned to the solicitation by the County (example, bid or proposal number and title);
- (ii) The Interested Party’s name and postal address, the name of the Interested Party’s contact person and said person’s e-mail address, telephone number and facsimile number, and the contact information of the Interested Party’s legal counsel, if applicable;
- (iii) A statement that clearly communicates that the Interested Party is intervening in an active protest proceeding with the County;
- (iv) Identification of the Interested Party’s legal standing to intervene in the protest proceedings;
- (v) Clear and concise statements indicating the grounds and evidence on which the intervention is based, including, but not limited to, facts, rules, regulations, laws and statutes and all supporting documents;
- (vi) A statement reciting the specific ruling or relief requested; and
- (vii) The signature of an authorized agent of the Interested Party.

(e) **Additional information requested by County.** The Interested Party shall provide any additional information requested by the County within the time period specified in the County’s request. Failure to provide the requested information and/or failure to timely provide the requested information may result in the resolution of the protest without consideration of the requested information.

(f) **Legal counsel.** An Interested Party may be represented by legal counsel at its own expense.

SECTION 9. STAY OF PROCUREMENT PROCESS DURING PROTEST.

Notwithstanding anything contained in this Ordinance to the contrary, the Director of the County Department issuing the procurement solicitation shall stay the procurement process as it relates to the applicable protest, unless the County Administrator or his/her designee, with the advice of the County Attorney’s office and after consultation with the using County Department, makes the determination that the award of the contract without delay is necessary to protect the substantial interests of the County.

SECTION 10. REVIEW OF PROTEST BY THE DIRECTOR.

(a) **Director’s review of protest.** When a protest has been timely and properly filed with the County, the Director of the County Department that issued the applicable procurement solicitation shall review and render a decision on the protest. The

review by the Director shall include, but is not limited to, review of the protest and all supporting documents filed by the Protesting Party, review of documents submitted by any Interested Parties that have properly intervened in the protest proceedings, review of responses and/or documents provided by County staff, consideration of information obtained from meetings with the Protesting Party, intervening Interested Parties, and/or County staff, and review and consideration of any applicable policies, procedures, ordinances, statutes and laws. The Director shall have the right to request additional information from the Protesting Party and any intervening Interested Parties that the Director believes may be helpful in the review of the protest. The applicable County Department shall prepare minutes of all meetings between County staff and the Protesting Party and/or intervening Interested Parties regarding the protest.

(b) Director's decision. After conducting his/her review of the protest, the Director may make the determination to:

- (i) Uphold the protest; if the Director upholds the protest, then the Director shall take the corrective actions necessary to address the issues raised in the protest, which may include, but is not limited to, canceling the procurement solicitation, issuing an addendum to the procurement solicitation, re-issuing the procurement solicitation, awarding the procurement solicitation in part, changing staff's award recommendation, or implementing an alternative remedy if it is in the best interest of the County and in compliance with applicable laws; or
- (ii) Deny the protest; if the Director denies the protest, then the County shall resume the procurement process as it relates to the applicable procurement unless the decision of the Director is appealed pursuant to this Ordinance.

(c) Notification of Director's decision. The Director shall issue his/her decision in writing and the decision shall be sent via certified or registered mail, electronic mail (e-mail) or facsimile to the Protesting Party and all Interested Parties that have properly intervened in the protest proceedings pursuant to this Ordinance.

(d) Appeal of Director's decision. The Protesting Party and any Interested Parties that have properly intervened in the protest proceedings shall have the right to appeal the Director's decision to a Hearing Master pursuant to the procedures set forth in Section 11 of this Ordinance.

SECTION 11. APPEAL TO HEARING MASTER.

(a) Right to appeal to Hearing Master. Only the Protesting Party and/or an Interested Party that has properly intervened in the protest proceedings shall have the right to appeal the Director's decision to the Hearing Master.

(b) Filing of appeal. All appeals must be filed no later than five (5) Business Days from the date of the Protesting Party's and the Interested Party's receipt of the Director's written decision, respectively. Appeals filed outside of this timeframe shall not be considered. All appeals must be delivered to the Director of the County Department that issued the applicable procurement solicitation via certified or registered mail, electronic mail (e-mail), facsimile (with the original copy sent immediately following) or hand-delivered to the Director or his/her designee. Appeals shall be date and time stamped by the County upon receipt and, if hand-delivered, the County shall issue a receipt to the party filing the appeal stating the date and time the appeal was received by the County. However, the County shall not issue receipts for appeals delivered via Federal Express (FedEx), United Parcel Service (UPS) or similar courier service that has independent delivery verification. The party(ies) filing the appeal shall bear all costs associated with its submissions to the County.

(c) Required form of appeal. All appeals must be in writing and shall contain the following information:

- (i) The package containing the appeal must be clearly labeled and marked with the words "APPEAL OF PROTEST DECISION" and must clearly identify the procurement solicitation and protest on which the appeal is based, including, but not limited to, the title and number assigned to the solicitation by the County (example, bid or proposal number and title);
- (ii) The appealing party's name and postal address, the name of the appealing party's contact person and said person's e-mail address, telephone number and facsimile number, and the contact information of the appealing party's legal counsel, if applicable;
- (iii) A statement that clearly communicates that the appealing party is formally appealing the Director's decision regarding a protest;
- (iv) Clear and concise statements indicating the grounds and evidence on which the appeal is based, including, but not limited to, facts, rules, regulations, laws and statutes and all supporting documents. Unless otherwise provided for in this Ordinance, new issues or evidence not previously set forth in the written protest that reasonably could have been raised when the protest and/or intervention was initially submitted, shall not be considered;
- (v) A statement reciting the specific ruling or relief requested; and
- (vi) The signature of an authorized agent of the appealing party.

(d) Appeal bond.

(i) *Bond required* - All appealing parties shall be required to file a bond in an amount equal to one (1) percent of the estimated contract amount. The estimated contract amount shall be based upon the monetary amount submitted by the appealing party in its offer to the County in response to the applicable procurement solicitation. If no monetary amount was submitted by the appealing party, then the estimated contract amount shall be the County's estimated cost/price of the equipment,

supplies, materials or services (including construction) that are the subject of the procurement. In no case shall the bond amount be less than Two Thousand dollars (\$2,000.00) or more than Ten Thousand dollars (\$10,000.00). The surety issuing the bond must be authorized to do business in the State of Florida and must be in compliance with the Florida Insurance Code. The bond must have a duly executed power of attorney attached and must be issued or countersigned by an authorized agent, with satisfactory evidence of the authority of the person(s) executing the bond. The bond must be furnished to the County at the time the appeal is filed with the County.

(ii) *Alternative forms of security* - In lieu of a bond, the appealing party may file with the County an alternative form of security in the amount set forth in subsection 11(d) above which shall be in the form of money order, certified check, cashier's check or irrevocable letter of credit. Any submitted certified check or irrevocable letter of credit shall be drawn on a solvent bank or trust company to the order of Hillsborough County Board of County Commissioners, and shall have all necessary documentary revenue stamps attached, if required by law. Personal checks, business checks and cash deposits are not acceptable.

(iii) *Forfeiture or refund of bond/security* - The bond or security provided by the appealing party shall be designated and held for the payment of costs or charges to the County related to the appeal, excluding attorney's fees, that may be levied against the appealing party if the appealing party loses its appeal pursuant to the decision of the Hearing Master and/or the Board of County Commissioners. Such costs shall include, but are not limited to, the Hearing Master fees, the cost of a court reporter for the Hearing Master proceedings, transcripts of the Hearing Master proceedings, and any other costs that are over and above the County's normal operational costs that are directly related to the County's response to the protest or protest intervention, as applicable. Any costs and charges not fully discharged by the amount of the appealing party's bond or security shall be paid by the appealing party within ten (10) Business Days of the Hearing Master's/Board's decision. Failure to pay such costs and charges within the specified time period may result in the appealing party being debarred by the County for a period of up to twenty four (24) months. If the appealing party is successful in its appeal, then the County shall return/refund the bond or security in full. The entire amount of the bond or security shall be forfeited if the Hearing Master determines that the protest is baseless and/or was filed for an improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost to the County or other parties.

(iv) *Failure to provide bond/security* - Failure to furnish the County with the required bond/security within the required timeframe shall result in dismissal of the appealing party's appeal without further consideration.

(v) *Waiver of bond requirement for registered Small Business Enterprises (SBEs)* - Small Business Enterprises that are registered with the County and that are Offerors on a small business set-aside procurement solicitation issued by the County shall not be required to furnish a bond or security when appealing a protest

decision related to such procurement solicitation. Said Small Business Enterprise must be registered with the County at the time of the response submittal deadline of the applicable procurement solicitation.

(vi) *Bond requirement for protests that fall under Section 4(b)(iii) of this Ordinance* - There shall be no bond or security required for appeals of protests that fall under Section 4(b)(iii) of this Ordinance.

(e) Notice of hearing to parties. Upon the timely and proper filing of an appeal, the Director shall immediately notify the County Attorney's Office of the appeal and shall forward the appeal to the Hearing Master designated pursuant to Section 15 of this Ordinance within three (3) Business Days of the Director's receipt of the appeal. The Hearing Master shall set a hearing date not more than fifteen (15) Business Days from the date of receipt of the appeal from the Director. The Hearing Master shall cause notice of the hearing date, time and location to be served upon all parties who will be directly affected by the resolution of the appeal, including, but not limited to, the appealing party, the County and applicable Interested Parties. The notice of hearing shall be sent via certified or registered mail, electronic mail (e-mail) or facsimile. The Hearing Master may extend the deadline for the hearing by filing a written request to the Director for good cause shown. The Director shall have the authority to grant, deny or modify such request.

(f) Notice of hearing to the public. The hearing before the Hearing Master shall be open to the public. The County Department that issued the procurement solicitation on which the protest is based shall issue a public notice of the hearing within 2 (two) Business Days of the County's receipt of the hearing notice from the Hearing Master.

(g) Record on appeal. The Hearing Master shall review the record on appeal. The record on appeal shall consist of the following:

- (i) the original protest and all supporting documents submitted to the County by the Protesting Party;
- (ii) all documents submitted to the County by an intervening Interested Party in the protest;
- (iii) all documents submitted to the Director by County staff in response to the protest;
- (iv) transcripts/minutes of all meetings between County staff and the Protesting Party and/or intervening Interested Parties regarding the protest;
- (v) copies of any other documents, policies, procedures, ordinances, statutes or laws taken into consideration by the Director in issuing his/her decision regarding the protest; and
- (vi) the written decision of the Director regarding the protest and all documents attached thereto.

In addition to the record on appeal, the parties may freely refer to any applicable policies, procedures, cases or laws in presenting their cases to the Hearing Master.

If a party (including the County) believes that, in order to fully present its case, additional evidence must be presented to the Hearing Master, then the nature of such additional evidence must be disclosed to the Hearing Master and the other parties (the County, the appealing party, the Protesting Party and any intervening Interested Parties) no less than five (5) Business Days before the scheduled hearing before the Hearing Master. The Hearing Master shall rule on whether such additional evidence may be presented at the hearing no later than two (2) Business Days before the scheduled hearing before the Hearing Master. The Hearing Master shall freely allow the presentation of additional evidence pursuant to this subsection where such evidence is relevant to the issue on appeal.

(h) Additional information requested by Hearing Master. The Hearing Master may request additional information from the parties that he/she deems relevant in the review and resolution of the appeal. All parties shall provide such information within the time period specified in the Hearing Master's request.

(i) Ex parte communications. To ensure that the Hearing Master is free from improper influence, the Hearing Master shall not initiate, participate in or consider ex parte communications with the appealing party, Interested Parties, County staff, County agents and/or the Board of County Commissioners and/or their aides regarding an appeal pending before the Hearing Master. However, this does not preclude the Hearing Master from soliciting and obtaining advice from the County Attorney's Office regarding procedures and process, provided that, the attorney rendering such advice is not directly involved in the applicable procurement solicitation and/or its related protest, and that said attorney has been insulated from the procurement solicitation and protest. Ex parte communications shall also not include the transmission of official information and documents related to the appeal and/or the administrative support provided to the Hearing Master by the County as specifically set forth in this Ordinance.

(j) Hearing Master review and hearing.

- (i) *Standard of review* - The Hearing Master shall conduct a de novo review of the protest.
- (ii) *Standard and burden of proof* - The standard of proof shall be whether the decision by the Director was clearly erroneous, arbitrary, capricious, fraudulent, or otherwise without basis in fact or law. The appealing party shall have the burden of proof.
- (iii) *Evidence* - The Hearing Master's decision shall be based on substantial competent evidence. The hearing shall be limited to the record on appeal and any additional information and/or evidence provided for in Section 11(g) of this Ordinance. Hearsay evidence shall be admissible in the hearing, but shall not be the sole basis of the decision of the Hearing Master. The judicial rules of evidence

and procedure shall not apply to the hearing; however, the Hearing Master shall ensure that all parties are afforded meaningful due process and fundamental fairness at all times.

- (iv) *Hearing procedure* - The hearing shall begin with the Hearing Master's statement of the rules and procedures of the hearing, followed by a general statement of the facts by the Director or designated County staff. The appealing party will then have the opportunity to present its case; such presentation shall be made by the appealing party's owners, officers, employees, agents or legal counsel and may include testimony by the appealing party's owners, officers, employees and/or agents. After the presentation by the appealing party, any Interested Party will be given the opportunity to be heard and to present information. After the presentations by the Interested Parties, the County shall have the opportunity to present its case; such presentation may include testimony of County employees, agents and/or Interested Parties. After all parties have presented their cases, the appealing party and the County shall have the opportunity to address and/or rebut any information or arguments presented by another party during such party's presentation. Party presentations shall be limited to two (2) hours per party and rebuttals shall be limited to fifteen (15) minutes per party. In the event of multiple appeals, the Hearing Master shall allocate time as necessary to ensure that the hearing shall not exceed one (1) Business Day. After all party presentations, the Hearing Master shall have the opportunity to question the parties and their witnesses in order to obtain information the Hearing Master deems relevant to the resolution of the appeal. The Hearing Master may also make inquiries during a party's presentation; however, such inquiries should not significantly delay and/or disrupt a party's presentation and such inquiries should be solely for the purpose of obtaining information the Hearing Master deems relevant to the resolution of the appeal. Members of the public and/or spectators of the hearing shall not be permitted to participate in or interrupt the hearing.
- (v) *Court reporter* - there shall be a court reporter present at the hearing for the purpose of transcribing the hearing proceedings. The County shall have the sole discretion in the selection of the court reporter.

(k) Hearing Master's decision. Within five (5) Business Days of the date of the hearing, the Hearing Master shall issue a written decision on the appeal. Such decision shall state the Hearing Master's findings of fact and conclusions of law and shall either:

- (i) Affirm the Director's decision on the protest; if the Hearing Master upholds the Director's decision, then: (1) the Hearing Master shall assess against the appealing party reasonable and actual costs

incurred by the County as a result of the appeal process, including, but not limited to, the costs and fees for the Hearing Master and the cost of the court reporter and any resulting transcripts, and (2) the County shall resume the procurement process as it relates to the applicable procurement unless the decision of the Hearing Master is appealed pursuant to this Ordinance; or

- (ii) Overturn the Director's decision on the protest; if the Hearing Master overturns the Director's decision, then the Director shall take the corrective actions necessary to address the issues raised in the appeal, which may include, but is not limited to, canceling the procurement solicitation, issuing an addendum to the procurement solicitation, re-issuing the procurement solicitation, awarding the procurement solicitation in part, changing staff's award recommendation, or implementing an alternative remedy if it is in the best interest of the County and in compliance with applicable laws.

(l) Notice of Hearing Master's decision. The Hearing Master shall send his/her written decision via certified or registered mail, electronic mail (e-mail) or facsimile to the County, the appealing party and all Interested Parties that were present at the hearing.

(m) Appeal of Hearing Master's decision. The appealing party and any intervening Interested Party shall have the right to appeal the Hearing Master's decision to the Board of County Commissioners pursuant to the procedures set forth in Section 12 of this Ordinance.

SECTION 12. APPEAL TO THE BOARD OF COUNTY COMMISSIONERS.

(a) Right to appeal to Board. Only the Protesting Party and/or an Interested Party that has properly intervened in the protest proceedings shall have the right to appeal the Hearing Master's decision to the Board of County Commissioners.

(b) Filing of appeal. All appeals to the Board must be filed no later than five (5) Business Days from the date of the Protesting Party's and the Interested Party's receipt of the Hearing Master's written decision, respectively. Appeals filed outside of this timeframe shall not be considered. All appeals must be delivered to the Director of the County Department that issued the applicable procurement solicitation via certified or registered mail, electronic mail (e-mail), facsimile (with the original copy sent immediately following) or hand-delivered to the Director or his/her designee. Appeals shall be date and time stamped by the County upon receipt and, if hand-delivered, the County shall issue a receipt to the party filing the appeal stating the date and time the appeal was received by the County. However, the County shall not issue receipts for appeals delivered via Federal Express (FedEx), United Parcel Service (UPS) or similar courier service that has independent delivery verification. The party(ies) filing the appeal shall bear all costs associated with its submissions to the County.

(c) Required form of appeal. All appeals to the Board must be in writing and shall contain the following information:

- (i) The package containing the appeal must be clearly labeled and marked with the words "APPEAL OF PROTEST DECISION" and must clearly identify the procurement solicitation and protest on which the appeal is based, including, but not limited to, the title and number assigned to the solicitation by the County (example, bid or proposal number and title);
- (ii) The appealing party's name and postal address, the name of the appealing party's contact person and said person's e-mail address, telephone number and facsimile number, and the contact information of the appealing party's legal counsel, if applicable;
- (iii) A statement that clearly communicates that the appealing party is formally appealing the Hearing Master's decision regarding a protest;
- (iv) Clear and concise statements indicating the grounds and evidence on which the appeal is based, including, but not limited to, facts, rules, regulations, laws and statutes and all supporting documents. New grounds or evidence not previously set forth during the Director's review of the protest and/or the Hearing Master's review of the protest that reasonably could have been raised at that time, shall not be considered;
- (v) A statement reciting the specific ruling or relief requested; and
- (vi) The signature of an authorized agent of the appealing party.

(d) Record on appeal to Board. The Board shall review the record on appeal. The record on appeal shall consist of the following:

- (i) the original protest and all supporting documents submitted to the County by the Protesting Party;
- (ii) all documents submitted to the County by an intervening Interested Party in the protest;
- (iii) all documents submitted to the Director by County staff in response to the protest;
- (iv) transcripts/minutes of all meetings between County staff and the Protesting Party and/or intervening Interested Parties regarding the protest;
- (v) copies of any other documents, policies, procedures, ordinances, statutes or laws taken into consideration by the Director in issuing his/her decision regarding the protest;
- (vi) the written decision of the Director regarding the protest and all documents attached thereto;
- (vii) all documents submitted to and considered by the Hearing Master in reaching his/her decision that are not duplicative of the documents listed in subsections (i) through (vi) above;

- (viii) the transcript/minutes of the hearing before the Hearing Master; and
- (ix) the written decision of the Hearing Master and all documents attached thereto.

New issues or evidence not previously set forth during the Director's and Hearing Master's review of the protest that reasonably could have been raised at the time of such review, shall not be considered.

In addition to the record on appeal set forth in this Section, the parties may freely refer to any applicable policies, procedures, cases or laws in presenting their cases to the Board.

(e) Notice of Board review. Once an appeal to the Board has been timely and properly filed, the Director shall schedule the appeal to be heard by the Board at a regularly scheduled meeting of the Board. The Director shall issue such notice via certified or registered mail, electronic mail (e-mail) or facsimile to the appealing party and all Interested Parties that have properly intervened in the protest proceedings pursuant to this Ordinance.

(f) Review of appeal by Board. The Board shall review and resolve the appeal based on the record on appeal set forth in Section 12(d) of this Ordinance. The Board shall not consider new issues or evidence that were not previously set forth during the Director's and/or Hearing Master's review of the protest that could have reasonably been raised at the time of such review. Presentation to the Board by the parties, including the County, shall be limited to ten (10) minutes per party, unless otherwise requested by the Board. The foregoing time limitation shall be inclusive of all speakers addressing the Board on behalf of each party. Prior to issuing its decision on the appeal, the Board may question the parties in order to obtain information the Board deems relevant to the resolution of the appeal.

(g) Board's decision. Upon conclusion of the party presentations, the Board may issue the following decisions by a majority vote of the Board members:

- (i) Affirm the Hearing Master's decision on the appeal;
- (ii) Remand the appeal back to the Hearing Master for additional proceedings; if the appeal is remanded back to the Hearing Master, then the Board shall specify the reason for the remand and shall specify the issues to be addressed by the Hearing Master; or
- (iii) Overturn the Hearing Master's decision on the appeal; the Board shall overturn the Hearing Master's decision only if all of the following criteria have been met:
 - (aa) the appeal has already been remanded back to the Hearing Master at least one (1) time; and
 - (bb) based on the record on appeal set forth in Section 12(d) of this Ordinance, the Board finds that the findings of fact and conclusions of law set forth in

the Hearing Master's decision is unsupported by competent and substantial evidence in the record or if essential requirements of law have not been followed.

The decision of the Board shall be the final and conclusive decision by the County of the protest and shall thereafter represent the position of the County with regard to such protest.

SECTION 13. CUSTODIAN OF RECORDS.

The County Department that issued the procurement solicitation on which the protest is based shall maintain a file of all records and/or documents related to the protest process set forth in this Ordinance and shall be the official custodian of such records.

SECTION 14. CONE OF SILENCE.

To safeguard the integrity of the County's procurement and protest process, there shall be a Cone of Silence for all procurement solicitations issued by the County. The Cone of Silence shall go into effect on the date a procurement solicitation is issued by the County and shall end on the date the contract is awarded by the County or the date the procurement solicitation is canceled by the County. Unless otherwise provided for in this Ordinance, during the time period the Cone of Silence is in effect, no Offeror, Interested Party and/or their principals, officers, employees, attorneys or agents shall communicate with County employees, the Hearing Master and/or members of the Board of County Commissioners, including their aides and employees regarding a procurement solicitation and/or its related protest. The Cone of Silence does not prohibit an Offeror from communicating with the Director of the County Department issuing the procurement solicitation, County staff listed as contacts in the procurement solicitation, or the attorney in the County Attorney's office that is directly responsible for the applicable procurement solicitation (this information can be obtained by contacting the County staff person listed as the contact in the applicable procurement solicitation). Persons falling within the Cone of Silence shall have a duty to report any violations of the Cone of Silence to the County Internal Auditor or his/her designee who shall investigate such Cone of Silence violations. A violation of the Cone of Silence will result in the disqualification of the Offeror from consideration in the award of the procurement solicitation unless it is determined that the violation is unintentional and/or not material. If an Offeror is disqualified from consideration in the award of a procurement solicitation because of a Cone of Silence violation and said Offeror objects to the disqualification, then the Offeror's objection shall be treated as a protest under this Ordinance.

SECTION 15. HEARING MASTER.

(a) Procurement of Hearing Masters. The County Attorney's office shall be responsible for the procurement of two (2) or more persons to serve as Hearing Masters pursuant to this Ordinance.

(b) Qualifications. The Hearing Master shall have the educational background and public or private employment experience that will enable such person to competently examine facts and apply legal principles. Such background and experience may include, but is not limited to, experience with evidentiary and civil procedure issues and controversies regarding the public procurement of goods and services, including construction.

(c) Conflict of interest. No County employee, County official, or anyone who has a financial interest in any business entity that conducts business with the County shall be considered or shall serve as a Hearing Master. No former County employee or County official shall be considered or shall serve as a Hearing Master until at least two (2) years after the end date of such person's employment with the County.

(d) Administrative support. If deemed necessary by the Hearing Master, the County shall provide reasonable administrative and support services to the Hearing Master as they directly relate to any appeals being heard by the Hearing Master.

(e) Compensation. The County shall compensate the Hearing Master for the services performed pursuant to this Ordinance. If an appealing party's bond or security is forfeited pursuant to this Ordinance, then the applicable portion of such bond/security shall be used to reimburse the County for payment of the Hearing Master's fees.

(f) Assignment of Hearing Masters to appeals. The Hearing Masters shall be assigned to hear appeals on a rotating basis in alphabetical order. If a Hearing Master is unable to hear an appeal because of a conflict, time constraints, or for any other reason, the appeal shall be assigned to the next Hearing Master in said alphabetical order.

SECTION 16. SEVERABILITY.

If any clause, section or provision of this Ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Ordinance shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 17. CONFLICTS.

All ordinances or parts of ordinances in conflict herewith are hereby superseded or repealed to the extent of such conflict.

SECTION 18. INCLUSION IN THE HILLSBOROUGH COUNTY CODE.

The provisions of this Ordinance shall be included and incorporated in the Hillsborough County Code as an addition thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Hillsborough County Code.

SECTION 19. FILING; EFFECTIVE DATE.

A certified copy of this Ordinance shall be filed with the Florida Department of State within ten (10) days after enactment, and this Ordinance shall take effect immediately upon such filing.

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

I, PAT FRANK, Clerk of the Circuit Court and Ex Officio Clerk of the Board of County Commissioners of Hillsborough County, Florida, do hereby certify that the above and foregoing is a true and correct copy of an ordinance enacted by the Board at its meeting of August 21, 2013, as the same appears of record in Minute Book 447 of the Public Records of Hillsborough County, Florida.

WITNESS my hand and official seal this 22nd day of August, 2013.

PAT FRANK, CLERK OF CIRCUIT COURT

By: Beverly Anne Miller
Deputy Clerk

Approved by County Attorney
As to Form of Legal Sufficiency

By: [Signature]
Assistant County Attorney

