



PROCUREMENT PROCEDURES MANUAL

Revised: September 1, 2025

The Procurement Division has prepared this Procurement Procedures Manual to serve as the basis for procurement policies and procedures for Orange County. This manual is authorized by the Procurement Ordinance. It is also based on the American Bar Association's Model Procurement Code.

The procurement function involves the acquisition of materials, supplies, equipment, and services at the lowest possible cost, consistent with the quality needed to meet the required standards established and approved by the Board of County Commissioners. This act is the **sole** responsibility of the Procurement Division. Our goal is the promotion of the best interest of Orange County through intelligent action and fair dealings. This will result in obtaining maximum savings for the County.

Since rules and regulations are necessary for the proper operation of the procurement function and since it is essential that all who are involved in the procurement be well-informed, this manual has been developed to aid all employees directly or indirectly associated with the procurement function.

The objectives of the Procurement Division of Orange County are as follows:

- A. To deal fairly and equitably with all vendors seeking to do business with Orange County
- B. Provide professional procurement services for all departments and divisions within the County
- C. Assure adherence to all laws, regulations, and procedures related to County procurement
- D. Maximize competition for all procurements of the County
- E. Obtain maximum savings through innovative buying and application of value analysis techniques
- F. Administer the contracting function with internal efficiency
- G. Procure goods and services from capable vendors at the lowest price, consistent with the quality, performance and delivery requirements of the County

The Board of County Commissioners of Orange County, Florida, recognizes centralized procurement as a necessary function of effective government, and declares that it shall be the responsibility of the Procurement Manager to centralize the purchase of all supplies, equipment, services and construction for the departments and divisions of the County. The basic objective of the procurement process is to obtain the best total value consistent with operational needs, while maintaining fair and open competition.

The Procurement Procedures Manual is supplemental to the Orange County Ordinance and Orange County Administrative Regulations and will be updated, as needed, based factors such as operational need or legislative changes.

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Procurement Manager

TABLE OF CONTENTS



	<u>Section</u>
<u>Procurement Division - Responsibilities and Functions</u>	<u>1</u>
<u>Requisition to Procure</u>	<u>2</u>
<u>Purchase Orders and Blanket Purchase Orders</u>	<u>3</u>
<u>Emergency and Sole Source Procurements</u>	<u>4</u>
<u>Term Contracts (Master Agreements) and Delivery Orders</u>	<u>5</u>
<u>Quotations, Bids and Proposals</u>	<u>6</u>
<u>Request for Proposals (RFP) Evaluation Procedures</u>	<u>7</u>
<u>Grant Funded Procurement and Contracting</u>	<u>8</u>
<u>Contract Modifications and Terminations</u>	<u>9</u>
<u>Competition Exemptions, Standardization, and Alternate Contract Sources</u>	<u>10</u>
<u>Procurement Card Program</u>	<u>11</u>
<u>Protests and Lobbying</u>	<u>12</u>
<u>Procurement of Design Build Services</u>	<u>13</u>
<u>Invoices</u>	<u>14</u>
<u>Non-Purchase Order Transactions</u>	<u>15</u>
<u>Receipt of Goods and Materials</u>	<u>16</u>
<u>Report of Unsatisfactory Materials or Services and Delivery/Performance Notices</u>	<u>17</u>
<u>Conflict of Interest and Ethics in Public Procurement</u>	<u>18</u>
<u>Exhibits</u>	<u>19</u>
<u>Version Management</u>	<u>20</u>

TABLE OF CONTENTS



The following forms are included in Section 19 Exhibits:

1. Emergency Procurement Justification
2. Sole Source Procurement Justification
3. Price Negotiation Memorandum
4. Term Contract Performance Evaluation
5. Construction Project Information Sheet
6. RFP Project Information Sheet - Professional Services
7. Performance Evaluation - Construction Contracts
8. Performance Evaluation - Professional Services
9. Report of Unsatisfactory Materials and/or Services
10. Sample Scope of Services/Scope of Work Formats
11. Change Order Request Form
12. Procurement Card Application
13. Travel Card Application
14. Procurement Card Termination Form
15. Travel Card Termination Form
16. Procurement Card Monthly Purchase Log
17. Travel Card Monthly Purchase Log
18. Notification of Lost or Stolen Procurement Card
19. Notification of Lost or Stolen Travel Card
20. Procurement Cardholder Agreement and Acknowledgement of Receipt
21. Travel Cardholder Agreement and Acknowledgement of Receipt
22. Procurement Card Representative Application
23. Travel Card Representative Application

TABLE OF CONTENTS



24. Procurement Card Application for Name Change
25. Travel Card Application for Name Change
26. Procurement Card Exception Request
27. Protest Hearing Form
28. Format for Purchase Orders Tear Downs and Quotes
29. Procurement Thresholds
30. Purchase Order/Contract Documentation of Exemption Form
31. Alternate Contract Source Approval Form
32. Piggyback Requisition Checklist
33. Short Form Request for Quotations
34. Project information Sheet Request for Solicitation or Contract
35. Solicitation, Contract and Change Order Independent Estimate
36. Federal Compliance Documentation Form
37. Guideline for Standard Orange County Procurement Thresholds
38. Guideline for Federal Funding Procurement Thresholds
39. Sample Emergency Field Purchase Order
40. RESERVED
41. RESERVED
42. RESERVED
43. Resolution 2025-M-24 regarding the Minority Women Business Enterprise Program

GLOSSARY OF TERMS



TERM

DEFINITION

ADVANTAGE	Computerized Financial System with a Procurement Component
BLANKET PURCHASE ORDER	A Blanket Purchase Order (BPO) is a purchase order issued for the purchase of indeterminable miscellaneous items or materials, supplies, parts, etc., over a certain period of time (not to exceed one fiscal year).
BOARD APPROVAL LIMIT	The dollar value established in the Administrative Regulation for Board of County Commissioner approval of procurements that exceed a specified dollar limit prior to contract award.
EMERGENCY PROCUREMENT	An emergency procurement is the acquisition of goods or services made with or without competition based on the determination of the Procurement Manager. Such acquisition is necessary to remedy or lessen the harmful effects of any actual or threatened occurrence which may interfere with the conduct of normal business operations, or remedy conditions which may pose an imminent or existing threat to the health, safety or welfare of persons or property within Orange County or with County governmental operations.
GSA	General Services Administration (Federal Government)
INVITATION FOR BIDS (IFB)	Invitation for Bids (IFB), also known as sealed competitive bidding, is the preferred method of procuring a good or service. Award is made to the lowest responsive and responsible bidder, based solely on the specifications set forth, and may not involve negotiation or discussion with the vendor.
INVOICE	Document that itemizes charges for the purchase of supplies, materials, equipment or services which have been furnished. It is the means by which the vendor informs the County of its obligations and should contain the same basis information as the purchase order.
MANDATORY BID LIMIT	The dollar value at which purchases must be formally solicited.
MASTER AGREEMENT	A term contract (called a Master Agreement in the Advantage financial system) is a formal contract (not a purchase order) issued for specified time intervals generally as a result of a competitive solicitation process for <u>specific</u> items to be purchased for the duration of the contract. Each item on the term contract has a firm price or percentage discount which is known at the time of term contract execution.
NON – PO	An unauthorized commitment by a County employee to procure goods or services.
RESPONSIVE	A Contractor, business entity or individual who has submitted a quote/bid/proposal that fully conforms in all material respects to the solicitation and all of its requirements; including all form and substance.

GLOSSARY OF TERMS



RESPONSIBLE	A Contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
REQUEST FOR PROPOSALS (RFP)	Used to solicit proposals from potential providers of goods and services (offerers). Price is usually not the only evaluation factor. Provides for the negotiation of all terms, including price prior to contract award.
REQUEST FOR QUALIFICATIONS (RFQu)	Used to obtain statements of qualifications of potential development teams or consultants.
REQUEST FOR QUOTATIONS (RFQ)	A small order amount procurement method.
SOLE SOURCE PROCUREMENTS	Sole source procurements are defined as the acquisition of supplies, equipment and contractual services that (1) is the only good or service that will produce the desired results or is the most appropriate for the given situation; or (2) is available from only one source of supply or the use of such source is both economically and operationally in the County's best interest. Sole source <u>services</u> must be available only from contractors/vendors/consultants who are uniquely qualified to perform such services.

SECTION 1: PROCUREMENT DIVISION – RESPONSIBILITIES AND FUNCTIONS



MISSION

The Procurement Division manages the County's procurement program through the effective use of a wide array of purchasing and contracting procedures involving the issuance of various solicitations, negotiation and award of contracts for all types of goods and services including construction and architectural and engineering services. Our goal is to provide timely and effective customer service consistent with sound public procurement principles.

RESPONSIBILITIES AND FUNCTIONS

- I. The Procurement Division is responsible for establishing and administering the County's Procurement Program; issuance of various solicitations (IFB's, RFP's and RFQ's) awarding contracts; performing contract administration functions, dealing fairly with all potential sources of supply; consolidating purchases of like or common goods and services, obtaining fair prices for materials, equipment, supplies and services, and generally defining how to effect cost savings and coordinate purchasing and contracting procedures for Orange County.

No other purchasing and contracting efforts by individuals or organization that are performed outside of these procedures and/or the Procurement Ordinance will be supported by the Procurement Division.

- II. Specific responsibilities, duties and functions include:

- A. **Policies and Procedures:**

- Develop procurement objectives, policies, programs and procedures for the procurement of all materials, supplies, equipment and services.

- B. **Representation:**

- Act as Orange County's representative on all matters pertaining to Procurement.

- C. **Specifications/Scopes of Work or Services**

- Assistance in the development of specifications/scopes of work or services in cooperation with user agencies that are subsequently included in Invitations for Bids (IFBs), or Request for Proposals (RFPs) and/or Requests for Quotations/Qualifications (RFQs).

- D. **Consolidation and Bulk Procurement**

- Consolidate requisitions and purchases of like or common items to obtain the maximum economic benefits and cost savings, and explore the possibilities of buying in bulk to realize quantity discounts. Such consolidation may include requirements of a single or multiple department/division(s).

- E. **Standardization**

- Work with departments/divisions to establish standardization of materials, supplies and equipment within a competitive environment, where feasible.

SECTION 1: PROCUREMENT DIVISION – RESPONSIBILITIES AND FUNCTIONS



F. **Vendor Relations**

Promote good will and public relations between Orange County and its vendors. Encourage full and open competition wherever possible. Assure fair and equitable business dealings with all vendors.

G. **Budget**

Prepare, submit and manage the annual operating budget for the Procurement Division.

H. **Procurement Analysis**

Stay informed about 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 procurement research conducted by other governmental jurisdictions, national technical societies, trade associations and private businesses and organizations.

I. **Procurement Procedures Manual**

Prescribe and maintain a standard procurement procedures manual for all user departments/divisions.

J. **Suspension and Debarment of Vendors**

Responsible to ascertain the identity of all vendors who default on their contracts with the County, and suspend or debar said vendors as appropriate unless this prohibition is expressly waived by the Board of County Commissioners.

PROCEDURES

The following ethics statement shall govern the procurement of goods and services for the County in accordance with the existing Procurement Ordinance:

A. All requests for goods or services shall be made through and by the Procurement Division, except as otherwise exempted by the Procurement Ordinance and this manual. In some instances, authority to request quotes and make purchases may be delegated to others.

B. Acceptance of gifts or gratuities, other than advertising novelties of nominal value, is strictly prohibited. No employee shall become obligated to any vendor, and shall not conduct any County transaction from which he/she may personally benefit.

All personnel shall abide by the Code of Ethics for all Orange County Employees, as defined in the Orange County Policy Manual & Operational Regulations.

C. No County employee shall obligate the County whereby they may derive income or benefits other than those provided as remuneration from the County for their employment.

D. No contract, purchase or group of requisitions shall be subdivided to avoid bid, quotation or approval requirements. However, equal caution shall be taken to avoid combining requirements in ways that will result in reduced participation and competition.

SECTION 1: PROCUREMENT DIVISION – RESPONSIBILITIES AND FUNCTIONS



- E. It is unlawful for a County officer or employee to procure any materials, supplies, equipment or contractual services, other than through the Procurement Manager, without prior written authority or as specifically delegated. Any purchase order or contract that is made contrary to these provisions shall not be approved and shall not bind the County.
- F. For emergency procurement, an exception to the above policy may be made with the understanding that the person authorizing the emergency order will personally assume the responsibility of immediately following up the verbal order with proper written justification and the requisition. The requestor shall, if possible, contact the Procurement Division prior to placement of the order with the vendor. See Section 4, Emergency and Sole Source Procurement, for detailed instruction.

Inter-Divisional Relations

- A. Cooperation and understanding between divisions is essential in the effective operation of the Procurement Division.

The Procurement Division will establish and maintain close contact with other departments/divisions in order to meet their purchase needs and requirements. It must be emphasized that in most instances, the Procurement Division does not determine the requirements for a particular purchase, but will be responsible for determining the applicable quality to meet the particular needs.

In cases where technical equipment, specifications, plans or design are involved, the department/division will develop the specifications. The Procurement Division will ensure that the final solicitation document is coordinated with the user department/division prior to the issuance of a solicitation, purchase order or contract.

- B. The Procurement Manager or designee, will periodically present a procurement seminar for County divisions. Seminars shall aid County personnel in gaining a better understanding of the operation of the Procurement Division. The seminar material may cover state and federal requirements, procurement regulations, Board policy, emergency and sole source procurements, flow of requisitions, dissemination of purchase order copies, definition of procurement terms, change orders, procurement cards and contracts.

Vendor Relations

During interviews with salespersons, no one shall commit to preference for any product or service, or give any information regarding performance or price which might in any way compromise or obligate the Board of County Commissioners or the administration of Orange County.

Any pricing or specific information received from vendors relative to any good or service under consideration for purchase must not be divulged until after a purchase order or contract has been awarded, except when required by law..

SECTION 1: PROCUREMENT DIVISION – RESPONSIBILITIES AND FUNCTIONS



All vendors submitting bids or proposals in response to a solicitation shall abide by the black-out period as established in the County Ordinance. All vendors must be afforded equal opportunities to compete. No bid shopping shall be permitted; i.e., no one shall obtain pricing from a vendor and request other vendors to meet or beat the disclosed price. This restriction shall not apply to reverse auctioneering. New sources of supply will be given due consideration because multiple sources of supply are necessary to ensure competition, continuity of supply and availability of materials.

PROCUREMENT DIVISION RESPONSIBILITIES

The Procurement Division is the office responsible for the acquisition of goods, services, and construction in support of the County's operational needs. The Procurement Division is the County's agent authorized to issue competitive solicitations and award contracts.

The Procurement Division issues purchase orders, develops term contracts, and acquires goods and services. The County's overall objective is to ensure that goods and services are obtained expeditiously and economically, that operational requirements are satisfied, and that applicable local, state and federal procurement requirements are met.

The County may buy from any vendor who exhibits adequate financial strength, high ethical standards, a record of adhering to specifications, compliance with delivery or performance requirements and gives a full measure of service. The County strives to maintain strong and enduring relationships with vendors of proven ability and a desire to meet its needs. To accomplish this, procurement activities will be conducted so all vendors will value the County's business and make every effort to furnish its requirements on the basis of the most economical quantity, suitable quality, timely delivery, adequate service and lowest possible price.

PROCUREMENT DIVISION FUNCTIONS

- A. Provide professional, qualified procurement expertise, advice and services.
- B. Develop, promote and implement appropriate procurement strategies.
- C. To procure required services, materials, equipment, and construction while ensuring that quality, safety, and cost-effectiveness are achieved.
- D. To ensure that procurement transactions are conducted in a manner providing full and open competition whenever practical.
- E. To comply with procurement rules and applicable local, federal and state laws and regulations as required.
- F. To solicit the participation of qualified and responsible contractors and suppliers in the procurement process.
- G. To assure equity for all parties involved in the procurement process.
- H. To obtain the best value for the funding allocated.

SECTION 1: PROCUREMENT DIVISION – RESPONSIBILITIES AND FUNCTIONS

- I. To eliminate the possibility of corruption or unethical practices in the procurement process.
- J. To ensure that procurement decisions take account of wider policy requirements.
- K. To ensure that procurement decisions are aligned with organizational objectives.

SECTION 2: REQUISITION TO PROCURE



PURPOSE

The Purchase Requisition serves to inform the Procurement Division of the needs of the user department/division and to correctly define the good/service requested. The authorized requisition signifies authority to charge a specific account number and verifies there are sufficient funds available in the account specified.

Requisitions are required for procurements exceeding \$10,000 (unless exempt from encumbrance requirements or otherwise encumbered using a Delivery order).

IMPORTANT: Departments/Divisions shall maximize use of the P-Card program for viable transactions under \$10,000. Users may utilize requisitions under \$10,000 when p-card is not an option.

Requisitions will be accompanied by back-up documentation as follows:

- Detailed Scope of Services (Services) or Detailed Specification (Goods) or a combination thereof. These documents should define the level of performance required rather than specific design or brand name. Specifications shall be clear and concise and provide the salient characteristics required by the user department/division.

NOTE: Unless a procurement is a sole source, a Single quotation shall not constitute back-up documentation as the Procurement Division is unable to interpret the division's minimum requirements from a vendor's offer.

- Requisitions lacking back-up documentation are not actionable by the Procurement Division and subject to cancellation.
- The user department/division may obtain competitive quotes for commodities and services, up to the formal solicitation threshold, from at least three (3) vendors independent of the Procurement Division provided the names of the vendors, vendor number, date of quote, quotes per item, quote number, individuals submitting such quotes, and total pricing from each vendor are submitted to the Procurement Division, and quotes are verifiable. Departments/Divisions shall not quote Orange County term contracts (designated with a Y##-1000 Series Number), these shall be solicited by the Procurement Division.
 - Departments and Divisions pursuing quotations are encouraged to utilize the **Short Form Request for Quotations** (included herein as Exhibit 33).
 - The Procurement Division reserves the right to verify such quotes or to obtain additional quotes at its discretion. In the event additional quotes are required, a detailed Scope of Services or Specification shall be immediately submitted to avoid cancellation of the requisition.
- Requisitions shall be for items of new and unused condition, unless otherwise pre-approved by the Procurement Division. Consideration for the purchase of used, refurbished or reconditioned equipment shall be made before entering a requisition, by memorandum to the Manager of the Procurement Division, detailing the cost savings opportunity and environmental/sustainability advantages, if any. Requestors shall confirm in writing that the purchase will not cause (1) operational impacts or inefficiencies, (2) risks to health or public safety or (3) unreasonable increases to maintenance costs. Approval to purchase used, refurbished or reconditioned equipment shall not waive the requirement to pursue competitive quotes, bids or proposals to the greatest extent possible.

PROCUREMENT DIVISION RESPONSIBILITIES

- A. Become acquainted with the needs of all departments and divisions

SECTION 2: REQUISITION TO PROCURE



- B. Support and cooperate with all departments/divisions in meeting their needs for operating supplies and equipment at the lowest cost to Orange County
- C. Assist in the preparation or review of specifications and scopes of work/services for all requirements
- D. Locate the sources and availability of needed goods and services
- E. Notify the user department/division if a change is made to the suggested vendor or any other changes such as price or delivery
- F. Process all requisitions and purchases with the least possible delay, in accordance with County procedures
- G. Work with the vendor in correlating all the steps involved in completing a purchase, including purchase order follow-up and tracing as requested by departments/divisions
- H. Provide contract administration support to all departments/divisions as required

USER DIVISION RESPONSIBILITIES

- A. Ensure the purchase is required to support official County business.
- B. Allow up to ten (10) working days for the Procurement Division to execute a Purchase Order. Advise the Procurement Division if the requisition is an emergency or sole source procurement by annotating the reference box on the purchase requisition. These procurements shall be supported by the appropriate justifications as described in Section 4.
- C. Provide clear and accurate description of materials, services and equipment to be procured. Specifications should be typed and forwarded via Outlook to the Procurement Division.
- D. Prepare generic specifications for goods or services that require a technical or engineering background.
- E. Ensure all required reporting codes are entered. Procurement Type (Reporting 1) Classification (Reporting 2) and Funding Type (Reporting 3). The procurement division will review and update reporting codes for accuracy, however user departments must endeavor to select the appropriate reporting codes at the time of entering the requisition to ensure proper routing.
- F. List anticipated requirements in advance, when possible. Involve the Procurement Division at the time the need is determined, or as early as possible.
- G. Keep the Procurement Division advised of any abnormal demands.
- H. Under no circumstances is the Procurement Division to be obligated by departments/divisions in any manner whatsoever.
- I. Advise the Procurement Division of any known qualified vendor(s).
- J. List any quotes obtained by vendor code, name, individual contacted and price obtained (by line item).
- K. Specify correct commodity code of items to be purchased.

SECTION 2: REQUISITION TO PROCURE



- L. Ensure that funds have been allocated and are available in the proper object codes to support purchases. Verify that all sources of funds identified on the requisition are properly coded to a department/division and object codes. If the object code is incorrect, the requisition may be canceled by the Procurement Division. If there are insufficient funds, the Advantage financial system will not accept the requisition. The user department/division is solely responsible for the accuracy of object codes.

WHEN PREPARED

Purchase requisitions must be prepared far enough in advance to permit the Procurement Division to obtain competitive prices and to allow sufficient time for deliveries to be made. Creation of purchase requisitions at fiscal year start must occur within 10 working days after October 1st.

The following minimum time requirements are necessary to secure competitive prices after receipt of requisition(s) **and** correct specifications by the Procurement Division.

- A. Ten (10) working days for routine goods or services that will be quoted (greater than the small dollar threshold to the mandatory bid limit). The user department/division is not required to obtain quotes but they may do so for expediting purposes if desired (up to the formal solicitation threshold only). The department/division should focus on the development of specifications and product descriptions. The Procurement Division will have final responsibility for obtaining all quotations.
- B. Four (4) weeks for goods and services that must be procured via informal solicitation not requiring Board approval.*
- C. Nine (9) weeks for goods or services that must be procured via a formal solicitation.
- D. Twelve (12) weeks for goods and services that must be procured via a formal solicitation requiring Board approval.

NOTE: Board approval is the amount established for this purpose in the Procurement Ordinance. Allow four (4) weeks for Board approval.

PREPARATION

All requisitions shall be authorized by the Department Director/Division Manager or designee. Requisitions should originate in the user department/division at the level where the purchase is to be used and proceed to the designated approval authority prior to being sent to the Procurement Division. Requisitions not properly authorized will not be accepted by the Advantage financial system.

- A. Header: A properly processed purchase requisition must contain the following information.
 - 1. General Information Tab: (Budget FY, Fiscal Year, Period): Leave blank for Advantage to assign the date and budget year.
 - 2. Reference Tab: This required field must note the contract number, emergency status, sole source status, or other classification. The requisition will not validate without the reference.
 - 3. Contact Tab: User ID of the person issuing the requisition is defaulted by the user sign-on to Advantage. Enter requester user ID or name and phone number of the person requesting the goods/services.

SECTION 2: REQUISITION TO PROCURE



This contact information is important as it allows the Procurement Division to make direct contact in the event of errors, omissions or questions regarding the purchase.

4. Default Shipping/Billing Tab: Enter the ship to and bill to code, the FOB and delivery date.

SHIPPING LOCATION/BILLING ADDRESS: Use the pick list or enter the correct ship to and bill to codes. If the user division has any special delivery instructions (hours, days, inside delivery, second floor - no elevator, etc.) or is using an address other than the ordering address, this must be specifically shown in the text of the requisition.

NOTE: If a new or revised ship to or bill to code is required, notify the Procurement Division and one will be issued.

Shipping Method: Use the pick list to select the appropriate delivery method.

FOB: Use the pick list or enter the FOB. There are two options for FOB. Option 1 (preferred) – FOB Destination, Freight Prepaid means that the shipping charges are included in the price of the goods.

Option 2 – FOB Destination, Freight Allowed means that shipping charges will be added as an additional charge.

Delivery Date: It is mandatory to provide a delivery date on each requisition to indicate the need or desire for delivery within a specified period of time. Terms such as ASAP or RUSH will not be accepted by the Advantage system. Any dates noted are for the guidance of the Procurement Division to meet the user department/division's schedule of needs. Requisitions shall be prepared far enough in advance of deliveries so as not to create emergencies.

If the goods or services have been received or completed, indicate complete and date received. Such requisitions must include justification as to the reason a purchase order was not obtained prior to receipt of goods/services. Note: Such purchases may require department director approval and should be for emergencies only. Requisitions that do not qualify as emergencies will be cancelled by Procurement and the invoice will be paid as a non-purchase order. Non-purchase order payments require a detailed written justification signed by the department director and approval by the Procurement Manager prior to payment.

- B. Vendor: Use the pick list or enter the vendor code for the vendor who submitted the quote, and confirm vendor's remittance address. If the vendor is not found the department must work with Finance for new vendor input. Vendor code 99999 shall not be used for requisitions pending a new vendor input. The Procurement Division reserves the right to verify quotations obtained by the user department/division or obtain additional quotes. The Procurement Division's goal is to obtain competition when possible. Therefore, the purchase order may not be issued to the suggested vendor or for the brand specified.

If the department requires a formal solicitation, the department shall enter 99999 with contact name and phone number.

- C. Accounting Distribution: Insert the applicable budget line funding the procurement. Enter the

SECTION 2: REQUISITION TO PROCURE



percentage of the order to be charged to the accounting line.

- E. Special Instructions: Use the pick list to insert the code for any special instructions to be included on the order. You may select up to three special instructions, such as (1) check to accompany order, (2) special delivery requirements, and (3) insurance required.

F. Commodity:

1. **Commodity Code**: Use the pick list or enter the commodity code for the items to be purchased. If the user department/division does not enter a commodity code, the Advantage financial system will reject the requisition.
2. **Extended Description**: Provide a clear description of the goods or services required, including size, color, type, grade, etc., and reference the quote number. If the purchase is of a technical nature, generic specifications shall be provided to the Procurement Division concurrently with the requisition, indicating the requisition number. When detailed or technical specifications are required, the Procurement Division will work with the customer in the development of the appropriate specifications. Generic specifications are strongly desired for procurements that exceed the mandatory bid limit.

If the item cannot be described, except with a great amount of detail, a brief description should be given followed by the trade name and model of an acceptable item or approved equal. Requisitions shall not provide specifications that will favor one vendor to the exclusion of all others. The Procurement Division reserves the right to challenge any specification supplied by the user department/division. Back-up or additional information must be submitted as soon as possible to avoid significant delay in the processing of requisition(s).

If the good or service is a sole source, available from only one vendor or is justified as an emergency, the applicable Sole Source or Emergency Procurement Data Forms must be complete and placed in the shared folder concurrently with transmission of the requisition (see Section 4 for sole source and emergency procurement information). If there are any special instructions to the vendor that are not available through the Special Instructions area listed above, include them in the text at the end of the extended description.

3. **Line Type**: Select goods (items) or services from drop down list.
4. **Quantity**: Insert the quantity required and select appropriate unit of measure.
5. **Unit Price**: Customers are required to estimate the cost in the unit price. The Procurement Division will verify the cost and make necessary corrections. When the customer is aware that a procurement will exceed the mandatory bid limit, price quotes shall not be obtained.

ROUTING

A requisition must be entered into the Advantage financial system to document requirements for goods or services.

Upon receipt of the requisition in the Procurement Division, quotations, bids, proposals, and Board approval (when necessary) for commodities or services will be obtained and a purchase order or contract will be issued.

GENERAL INFORMATION

SECTION 2: REQUISITION TO PROCURE



- A. If the requisition is incomplete or not properly prepared, the Procurement Division may cancel the requisition and notify the originating division.
- B. If there are insufficient funds for the purchase, the requisition will not be accepted in the Advantage system and, therefore, cannot be processed.

REVIEW OF SPECIFICATIONS - OTHER DIVISION APPROVALS REQUIRED

Prior to issuance of a solicitation or the processing of a requisition for certain procurements, review of the goods or services to be procured and the specifications must be coordinated with applicable divisions listed below, to assure open competitive bidding, compatibility, standardization and up-to-date specifications. Documentation confirming that this review has been completed must be submitted with the requisition. The following purchases require coordination with the division indicated. This listing is subject to change.

TYPE OF EQUIPMENT/SERVICE REQUESTED	DIVISION REVIEW
Computer Equipment (including Copiers and peripherals with network access) and Software not on County Standards List	Information Systems and Services Division
Vehicles	Vehicle Replacement Utilization Committee
Asbestos Removal/Demolition	Risk Management Division
Drones	Risk Management Division & Information Systems and Services Division (Note: Compliance with the latest State and Federal legislation must be reviewed)
Fire Extinguishers	Risk Management Division
Mobile Communication Devices	Information Systems and Services Division
Geographic Information Systems	Geographic Information Systems Division
Automated External Defibrillator (AED)	Health Services Department
Financial Auditor	Procurement Division
Grant Writing Consulting Services	Office of Management and Budget
Single-use products and plastic bags prohibited by Administrative Regulation 9.01.03	County Administration or applicable Department Director

SECTION 2: REQUISITION TO PROCURE



Procurement transactions that involve monetary gifts, such as donations or other financial contributions	Board Approval Note, this requirement does not apply to procurement of individual program participation incentives/gift cards under \$100/ea., provided the total value of the procurement is below the Board approval threshold.
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NOTE: Ensure the above approvals are obtained and attached to the submittal of the requisition to the Procurement Division.

MARKET RESEARCH AND PILOT PROJECTS

Effective market research is a critical component of our procurement process, helping us to better understand current market trends, available products and services, and potential suppliers. However, it is essential that our market research activities are conducted in a manner that does not compromise the principles of fair and open competition in accordance with the County Ordinance and applicable State and Federal legislation.

Departments and divisions are prohibited from initiating or participating in the evaluation of equipment and technology or engaging in pilot projects without prior approval from the Procurement Division. The Procurement Division will review such requests in collaboration with stakeholder Divisions (e.g. the Information Systems and Services Division, Risk Management Division etc.). This includes soliciting demonstrations, engaging in the preliminary testing or internal analysis of software, systems, or testing equipment.

Engaging in unapproved pilot projects may lead to project delays, increased costs, and potential legal issues.

Loaned equipment will require the execution of a bailment agreement to outline the terms and conditions associated with the temporary transfer of property to the County, unless otherwise approved by the Manager of the Procurement Division.

SECTION 3: PURCHASE ORDERS AND BLANKET PURCHASE ORDERS



I. **PURCHASE ORDERS**

PURPOSE

A purchase order authorizes a vendor to ship and invoice the goods or services as specified. Purchase orders shall be clear, concise and complete. This will prevent any misunderstanding during correspondence with vendors.

ISSUANCE

Pre-numbered, computer generated purchase orders shall be issued upon receipt of a properly authorized requisition, or after receipt of competitive bids, proposals or quotations, determination of whether funds are available, and Board approval as necessary.

With the exception of delivery orders, only the Procurement Division shall issue purchase orders. All purchase orders shall be transmitted to the user division/department by the Procurement Division to facilitate their coordination with the corresponding vendor to deliver goods or execute services.

FOLLOW-UP AND EXPEDITING

Upon request from the user department/division, the Procurement Division shall contact the vendor for the status of a particular order, or to attempt to expedite delivery when required.

DIFFICULTIES AFTER RECEIPT OF GOOD OR SERVICE

Upon request from the user department/division, the Procurement Division shall work with the vendor to resolve any problems or difficulties with orders or contracts.

ADVANCE PAYMENT PROCEDURES

The Division Manager /Assistant Manager or Department Director/Deputy Director shall provide a written request for approval for all advance payment procurements in the form of a memorandum to the Manager of the Procurement Division. Such requests shall be documented in the procurement file. Customers must send separately, as back-up, the documents showing advance payment is required to the Procurement Division.

Purchase Orders (POOC) will be issued for goods and services requiring advance payment and the original POOC with advance payment designated will be forwarded to Finance. The department/division will issue a receiver for the item(s) and forward it to Finance.

II. **BLANKET PURCHASE ORDERS**

PURPOSE

The BPO generally establishes a maximum dollar limit, the period covered, the authorized purchasers and terms and conditions. However, since the specific items to be purchased are usually unknown at the time of issuance of the BPO, no line item pricing is generally shown. Shipments are made, as requested by the user division, against the Blanket Purchase Order number for the term of the BPO.

These documents are issued on a **very limited basis** and require prior approval by the Procurement Manager or designee.

SECTION 3: PURCHASE ORDERS AND BLANKET PURCHASE ORDERS



PREPARATION

Requests for a Blanket Purchase Order shall be made on a Requisition that indicates the general type of items to be purchased and total amount to be encumbered for the term of the BPO. The Procurement Division will determine if bids are feasible and take action to establish the vendor in accordance with the County Procurement Ordinance.

Blanket Purchase Orders shall be prepared on purchase requisition forms and contain the following information:

- A. Description and type of items to be purchased (i.e., miscellaneous hardware items).
- B. The period of time the order will remain valid. NOTE: The BPO term may not extend beyond the end of the fiscal year in which it is created.
- C. Unit price(s) shall be included if applicable. The maximum total dollar amount which cannot be exceeded for the term of the Blanket Purchase Order. If it is apparent the amount will be exceeded, an additional amount must be requested by the user department/division via a change order request.
- D. Persons authorized to place orders.
- E. Provision for cancellation of the order at any time.
- F. Individual purchase (per invoice) limits may be set on Blanket Purchase Orders by the Procurement Division to avoid rapid depletion of funds, violation of bid/quote thresholds and procedures, and unauthorized expenditure of funds for capital equipment. The daily limit may be changed only upon written request from the user department/division and approval by the Procurement Manager or designee.

PROCEDURE

Upon issuance of the Blanket Purchase Order, the user department/division is authorized to place orders, via telephone or in person, directly with the vendor as needed. Example: A user division may wish to request a Blanket Purchase Order to purchase miscellaneous hardware items from a hardware store for a one-year period with total expenditures not to exceed a specified (encumbered) dollar amount for the one-year period.

The person(s) listed as authorized by the Blanket Purchase Order may place orders directly with the vendor as needed. Items may be picked up by the department/division or delivered by the vendor. The user division shall be responsible for submitting partial receiving reports with the original invoice to the Finance Department for the proper items, in the proper quantity and at a reasonable price.

PAYMENT

The Finance Department will process payment of invoices for received materials or services so any discounts may be obtained. Divisions must promptly forward the receiver document, which evidences the receipt of goods, with the original invoice(s) to the Finance Department as authority to pay invoices.

Invoices for all Blanket Purchase Orders may be reviewed periodically by the Procurement Division to ensure compliance with the terms of the purchase order.

MONITORING

The Procurement Division may actively monitor all or selected Blanket Purchase Orders to ensure adherence to

SECTION 3: PURCHASE ORDERS AND BLANKET PURCHASE ORDERS



County procedures. Blanket Purchase Orders may be canceled immediately by the Procurement Division should the user department/division not strictly adhere to the provisions of the Blanket Purchase Order or County procurement procedures.

CONTRACT REPAIR SERVICES (TEAR-DOWN & QUOTE)

When equipment and vehicles must be disassembled to determine the extent of the repairs and develop a realistic cost estimate, competitive quotes will generally not be required and the Procurement Division will accept the customer's selection of a specific vendor for the service, subject to the following:

- A. No County equipment shall be removed from County premises unless the vendor signs a receipt detailing the equipment and purpose for removal.
- B. The customer instructs the vendor to inspect and/or disassemble vehicle/equipment to determine cost of repairs. The vendor shall also be requested to provide the costs, if any, for the repair quotation and re-assembly in the event the department determines that the costs are unreasonable. Quotes shall include the costs for any associated services such as specialized equipment, lifts or crane rentals. Concurrently, the customer will ensure that a purchase requisition is processed for the vendor to provide the tear-down quote and quote for the costs of repair.
- C. If the customer agrees to the repairs, the vendor will be instructed to proceed. If the user department/division does not agree to the repairs, any costs required for the quotation, including re-assembly, may be paid to the vendor via purchase order. The vendor shall not proceed with repairs until a purchase order has been issued.
- D. Failure to submit a requisition in a timely manner (concurrent with authorization to vendor to proceed) for these services will result in a non-po.
- E. Maximum costs for any repairs under this procedure shall not exceed the mandatory bid limit.
- F. Repairs exceeding the mandatory bid limit must be processed under a separately negotiated contract.
- G. When urgent mission requirements dictate that equipment be returned to an operational status as quickly as possible, the following procedures will apply:
 - (1) The Manager or designee will document the critical nature of the repair. The documentation may be limited to a statement validating that the equipment is mission critical. A copy of the documentation will be retained at the division office for future reference.
 - (2) The user division will obtain a quotation from a vendor. The vendor will be requested to provide a repair cost by performing a complete tear down.
 - (3) The user division will determine if the quotation is reasonable based on their technical expertise. If the user accepts the quotation, the vendor will be authorized to proceed with the necessary steps to affect the repair. The vendor's repair quotation will be established as a fixed amount.

SECTION 3: PURCHASE ORDERS AND BLANKET PURCHASE ORDERS



- (4) A requisition for the fixed cost of repair amount will be processed to the Procurement Division concurrent with authorization to the vendor to proceed with the repairs. Failure to submit a requisition in a timely manner will result in a non-po.
 - (5) If additional repairs are necessary that will exceed the purchase order and do not exceed the purchase order amount by more than fifteen (15%), the applicable division manager must approve the increase in writing with a short justification. If additional repairs exceed fifteen (15%) of the purchase order, written approval must be obtained by the Procurement Manager or designee.
- H. The format defined in Exhibit 28 will be applicable to all purchase orders issued under the tear down and quote process.

The customer must maintain adequate records concerning maintenance history to justify the source selection and compile data regarding specific repair problems. A rotation system in vendor selection is strongly encouraged for price analysis purposes.

These procedures are not applicable to equipment under a repair contract. Maintenance and/or repairs for all equipment/vehicles with an asset number assigned by the Fleet Management Division shall be performed by Fleet Management Division staff.

SECTION 4: EMERGENCY AND SOLE SOURCE PROCUREMENTS



I. **EMERGENCY PROCUREMENT**

GENERAL

Emergency purchases are costly and should be kept to a minimum. When emergency procurements are made, the department/division will make the purchase at the best possible price. To the extent practical, competition will be obtained for emergency procurements. However, the Procurement Manager shall have authority to waive competition requirements when the nature of the emergency dictates such action.

An emergency will often occur as a result of parts and labor needed for repairs to facilities, public safety vehicles or equipment that must be kept in operating order. Emergencies are also created through negligence and these are to be avoided. Lack of planning or funding surpluses do not constitute an emergency.

Emergency procurements that exceed the mandatory bid limit may only be authorized by the Procurement Manager or designee. Emergency procurements in excess of the Board approval limit must be ratified by the Board of County Commissioners.

STANDARD APPLICABLE EMERGENCY PROCEDURE (PRE-APPROVAL)

A requisition with the emergency justification and other required documents must be submitted to the Procurement Division as expeditiously as possible. A purchase order will be expedited upon generation of the requisition by the Advantage system. The customer may obtain quotes or explain why quotes could not be obtained. The Emergency Procurement Data Sheet (Exhibit 1) shall be signed by the department/division manager or by an individual serving as the acting manager or assistant manager. Approval of emergency services may require compliance with Risk Management recommendations.

When an emergency exists and the purchase **exceeds** the mandatory bid limit:

The applicable Division Manager or representative shall contact the Procurement Manager or designee to explain the nature of the emergency by emailing ProcurementEmergency@ocfl.net, this email address is accessible by the Manager of Procurement and all Procurement Division Supervisors.

EMERGENCIES REQUIRING IMMEDIATE ACTION; AUTHORIZED BY DIVISION MANAGERS AT RISK OF NON-PURCHASE ORDER (POST APPROVAL)

Reserved for bona fide health, public safety, operational or property damage emergencies (where anything less than immediate action would be negligent) purchases may be authorized by the applicable division manager or designee. These must be documented by immediately emailing ProcurementEmergency@ocfl.net, the email shall summarize the emergency requirement, justification and actions authorized. These procurements shall be considered at-risk of a Non-Purchase Order if they are found to have been (1) non-emergencies or (2) unnecessary deviations from the standard applicable emergency procedure.

Evidence to support the procurement such as sales tickets, invoices, delivery slips, counter receipt, etc., shall be submitted concurrently with the requisition by the user department/division to the Procurement Division within three (3) business days following the date of service. The Emergency Procurement Data Sheet (Exhibit 1) shall be signed by the department/division manager or by an individual serving as the acting manager or assistant manager.

Failure to adhere to notification requirements and stated deadlines within this section shall result in a non-purchase order.

SECTION 4: EMERGENCY AND SOLE SOURCE PROCUREMENTS



FEDERAL, STATE AND LOCAL EMERGENCY DECLARATIONS:

To prepare for a declared emergency, the Orange County Code of Ordinances, Section 2-306, states that under declaration of a state of local emergency, the Director of Emergency Management has the power and authority to waive certain procedures and formalities otherwise required of the county by law or ordinance. During the declared emergency period, normal procurement procedures and requirements would be suspended in accordance with this provision.

During the emergency declaration period emergency procurements may be authorized at the division and department level and later formalized with a purchase order. Evidence to support the procurement such as sales tickets, invoices, delivery slips, counter receipt, etc., shall be submitted promptly upon the County resuming standard operations. These documents shall be accompanied by an electronic requisition issued by the user department/division to the Procurement Division. The Emergency Procurement Data Sheet (Exhibit 1) shall be signed by the department/division manager or by an individual serving as the acting manager or assistant manager.

All authorizations shall be made in strict accordance with Section 8, Grant Funded Procurement and Contracting. Failure to make the appropriate selection may result in non-compliant procurement, funding disallowances and the possibility for major adverse impacts to the County.

Additionally, the Emergency Operations Center, Emergency Support Function 7, may authorize procurements using Emergency Field Purchase Orders (Exhibit 39). EFPOS shall be authorized and executed by the Manager of the Procurement Division or Procurement Division delegates. In the absence of Procurement Division representation, the Mayor shall authorize a delegate to act as an Agent for the County with signature authority in accordance with the Orange County Code of Ordinances, Article III, Executive Branch, Section 302 - County Mayor.

The Procurement Division will retain the original EFPO as proof that the items have been ordered and send a copy to the vendor and applicable Department/Division as soon as practicable.

Upon resuming standard operations, EFPOs shall be ratified by the applicable Department/Division with a Standard Requisition or Delivery Order, as applicable, which shall reference the EFPO Number.

SECTION 4: EMERGENCY AND SOLE SOURCE PROCUREMENTS



II. SOLE SOURCE PURCHASE

AUTHORIZATION

These purchases are exempt from bid requirements upon certification by the Procurement Manager stating the conditions and circumstances necessitating the purchase via the Sole Source Procurement Data Sheet (Exhibit 2). This certification shall set forth the purpose and need, in addition to why the item is the only one that will produce the desired results. Purchase of these items or services in excess of the Procurement Manager's approval limit shall be submitted to the Board of County Commissioners.

When Board approval is required, a Price Negotiation Memorandum (Exhibit 3) may be required to accompany the Sole Source Procurement Data Sheet.

Where feasible, at the discretion of the Procurement Division, sole source requirements may be posted on the County's internet site for a period of at least ten (10) calendar days to allow the vendor community to review the requested goods/services to determine if a competitive environment exists for the procurement.

NOTE: Lack of planning or funding surpluses shall not constitute an emergency or sole source purchase.

III. PRICE REASONABLENESS

Sole Source and Emergency procurements are high risk transactions susceptible to price gauging and inflated pricing. These transactions require the highest degree of review and diligence in ensuring that the County's interests are protected under disadvantageous contracting circumstances. To mitigate these risks, adequate price analysis or cost analysis is required to demonstrate prudence and adequate consideration before approval. Justification of price reasonableness may include analysis of the following:

- A. Comparable purchases by other Governmental Agencies
- B. Past Purchase History including specific references to contracts/purchase orders.
- C. Comparison to an internally developed project estimate.
- D. Comparison to an authorized consultant's estimate.
- E. A comparison of outsourced labor and internal staff/resource costs.
- F. An analysis of unit rates for labor categories in comparison to the County's labor rates.
- G. Maintenance costs expressed as a percentage of original purchase costs in comparison to industry trends.
- H. Pricing trends supported by the Consumer Price Index, Producer's Price Index or other governmental index.
- I. Documentation demonstrating the profit margins are within reasonable ratios.

Note: Sole Sources and Emergencies resulting from inadequate competition after formal solicitation may require justification of scope or specification requirements which may be restrictive to competition before recommendation of award or contract execution. Additionally, the Procurement Division may conduct inquiries with potential sources of supply who failed to respond or the supplier community at large to ensure these procurements are not unreasonably restrictive on competition.

SECTION 5: TERM CONTRACTS (MASTER AGREEMENTS) AND DELIVERY ORDERS

PREPARATION

A term contract is prepared by the Procurement Division after award of a competitive solicitation. The items for which the bid is issued may be items commonly used by several departments/divisions or may be specific to one department/division based on estimated annual usage. Term Contract (Master Agreements) do not create an authorized encumbrance, encumbrances for Term contracts are created through timely Delivery Orders. Under special circumstances authorized by procurement a Purchase Order may be used to reference a Term Contract.

HOW USED

County departments/divisions may obtain copies of term contracts via download from the internet to ensure they order only the specified goods or services.

User departments/divisions may order directly from the vendor on the term contract by use of Delivery Orders unless specifically prohibited in the contracts (i.e., electrical repairs, HVAC repair/replacement or Appraisal Services).

PROCEDURE

The Procurement Division will survey user departments/divisions to determine estimated usage of items to be placed on term contracts. User departments/divisions may also request that the Procurement Division establish a term contract for frequently required goods or services. All solicitation requests shall be accompanied by a Project Information Sheet (See Exhibits 5, 6 and 34). The Procurement Division shall issue a formal solicitation and award the contract on an item-by-item, lot-by-lot, or all-or-none total offer basis. A contract is executed with the vendor(s).

Once a contract is established, departments/divisions are notified of the awarded vendor(s) and line-item pricing or percentage discount off of a specified price list. The departments/divisions may then order from the term contract via issuance of a Delivery Order (DOOC) directly to the awarded vendor for the item required unless specifically prohibited by the contract. Divisions are cautioned not to order any items via Delivery Order other than those awarded for the specific term contract. Delivery Orders are controlled documents issued through the Advantage system identified as DOOC documents.

The following are allowable timeframes for issuing Delivery Orders. Occurrences outside of these timeframes will result in a Non-PO.

- Creation of a new Delivery Order at fiscal year start: within ten (10) working days after October 1st.
- Creation of Delivery Orders for a new Master Agreement: within three (3) working days of Advantage update.
- Creation of Delivery Orders for a Master Agreement renewal: within three (3) working days of Advantage update.

The division should identify each item on the Delivery Order by the contract-assigned line item number, when applicable.

SECTION 5: TERM CONTRACTS (MASTER AGREEMENTS) AND DELIVERY ORDERS



ROUTING OF ORDER

- A. Vendor copy: mailed to vendor (with any attachments) by the department/division originating the order.
- B. Department copy: retained by department/division originating the requisition (for information and filing).
- C. Procurement copy: digitally filed with the Procurement immediately after creation in the Procurement "Share" Folder (for official alphanumeric file by vendor name).

PAYMENT

The Finance Department will process payment of invoices for received materials or services.

Departments/divisions should forward the receiving report, which evidences the receipt of goods or services, with the original invoice(s) to the Finance Department in a timely manner to ensure prompt payment discounts may be obtained. Delivery Orders for all materials and services may be reviewed periodically by the Procurement Manager or designee to verify compliance with County rules and procedures.

MONITORING

The Procurement Division actively monitors all Delivery Orders to ensure adherence to County procedures. Delivery Orders may be canceled immediately by the Procurement Division should the user division not strictly adhere to the provisions of County procurement procedures. Continued violations may result in the termination of the user department/division's right to issue orders directly to the vendor. If this occurs, all such orders will be issued by the Procurement Division.

DEPARTMENT /DIVISION CONTRACT ADMINISTRATION REQUIREMENTS

This section discusses a few key elements essential to effective contract administration. While these principles may be applied to all contracts, recognize that some contracts require more oversight than others, depending on the complexity of the work being performed, risk involved and dollar amount of the contract.

- A. After receipt of notification of award of contract, the County's representative(s) shall communicate with the Contractor or Supplier to discuss job procedures and scheduling.
- B. Project timelines as stated in the contract shall be strictly adhered to and modified only by mutual agreement formalized in a contract amendment. Such requests shall be submitted to the Procurement Division in a memorandum.
- C. Service changes or commodity substitutions as itemized in the contract shall be strictly adhered to and modified only by mutual agreement formalized in a contract amendment. Such requests shall be submitted to the Procurement Division in a memorandum. Acceptance of non-contractual goods or services will result in non-purchase order.
- D. Unsatisfactory performance, in accordance with Section 16 of this procedures manual, shall be promptly reported to the Procurement Division for proper notice and action. A Report of Unsatisfactory Materials or Service Form (Exhibit 9) should be submitted whenever deficiencies occur. **Note:** Deficiencies are not limited to scope performance. A contractor's failure to adequately invoice or provide administrative documentation should be documented as unsatisfactory if the issue is unresolved and resulting in fiscal delays.

SECTION 5: TERM CONTRACTS (MASTER AGREEMENTS) AND DELIVERY ORDERS



- E. The Department/Division shall keep the Procurement Division informed of each instance when liquidated damages assessed against a contract. Excessive instances of Liquidated Damage assessments shall be documented with a Report of Unsatisfactory Materials or Service Form (Exhibit 9). **See below for additional guidance concerning liquidated damages.**
- F. Delivery Order balances shall be monitored to ensure that all expenses are incurred on encumbered funds. Expenses exceeding the Delivery Order value will result in non-purchase order.
- G. Change Orders shall be requested and approved by the Procurement Division before any work modifications are authorized.
- H. Contract (Master Agreement) balances shall be monitored closely to avoid exceeding contract threshold. Exceeding the contract threshold will result in non-purchase order.
- I. Contract (Master Agreement) expirations shall be monitored closely to avoid lapses. The Procurement Division will initiate contact concerning imminent expirations however, it is equally the User's responsibility to communicate with the Procurement Division concerning renewals, re-solicitations and imminent lapses, especially if these are impactful to day-to-day or critical operations.
- J. Each time a term contract is being reviewed for renewal or rebid, the user department/division will receive a Performance Evaluation Form (Exhibit 4) from the Procurement Division requesting an evaluation of the vendor's performance during the previous contract period. The County's representative shall promptly respond to ensure a timely renewal or re-solicitation of the requirement. An overall unsatisfactory rating report by the department/division will be forwarded to the vendor for response. Departments/divisions should not wait for this form in order to report receipt of unsatisfactory goods/services from a vendor. A Report of Unsatisfactory Materials or Service Form (Exhibit 9) should be submitted whenever deficiencies occur.
- K. Each time a term contract is being reviewed for renewal or rebid, the user department/division will be requested to submit a written price analysis supporting the renewal of the contract. This analysis is intended to identify any significant changes or disturbances in the market which would make the renewal a disadvantage.
- L. The Department/Division shall keep the Procurement Division informed of any changes in contract administration point of contacts.

LIQUIDATED DAMAGE DEVELOPMENT / ASSESSMENT REQUIREMENTS

The following guidance has been prepared to assist departments in understanding the legal considerations when developing liquidated damages rates for inclusion in a solicitation/contract. **The Procurement Division shall have the final authority to modify, approve or deny incorporating liquidated damages into a solicitation/contract.**

SECTION 5: TERM CONTRACTS (MASTER AGREEMENTS) AND DELIVERY ORDERS



What are “Liquidated Damages”?

Liquidated damages are damages that contracting parties use to make damage amounts certain when, looking into the possibility of breach in the future, it is difficult to calculate what actual damages would be. Liquidated damages are not appropriate when future damages are readily ascertainable when the contract is made.^[1] In the public context, actual damage is not necessarily required for a liquidated damages clause to be upheld as the inability of the public to use a facility is enough.^[2]

What are not “Liquidated Damages”?

Liquidated damages are not penalties. If a liquidated damages clause appears to be geared towards inducing the breaching party to perform the contract, the courts will construe it as a penalty and invalidate that liquidated damages clause.

What makes a “Liquidated Damages” clause invalid?

A liquidated damages clause will be found by the courts to be invalid if:

1. Future damages were readily ascertainable when the contract was made^[3]; and/or
2. The Court finds that the liquidated damage amount is so “grossly disproportionate” that the parties “could have intended only to induce full performance, rather than to liquidate their damages.”^[4]

Ensuring that a “Liquidated Damages” clause is valid:

To ensure that a liquidated damages clause will be upheld by a Court – it is important to ensure that:

1. The future damage amount was not ascertainable when the contract was made; and
2. The liquidated damages amount agreed to is not “grossly disproportionate”.

While not required, it is best if liquidated damages are calculated based on a methodology that considers:

1. The value of the contract; and
2. The possible value of damages a party will suffer if the other party breaches.

Once a party breaches and the other party attempts to collect liquidated damages, the court will ensure that there is not an unconscionable result. One of the most important factors the court will look to is what liquidated damages turn out to be at the point of attempted collection in comparison with the contract price. In a survey of a number of cases, the Fifth District seems to suggest that damages around 10% of the contract price would not be unconscionable but 30% would. However, these are not by any means determinative as the courts prefer to rule on the validity liquidated damages on a “case by case” basis.

^[1] Lefemine v. Baron, 573 So. 2d 326, 328 (Fla. 1991); H. L. McNorton v. Pan American Bank of Orlando, N.A., 387 So. 2d 393, 396 (Fla. 5th DCA 1980).

^[2] See Public Health Trust of Dade County v. Romart Construction, Inc., 577 So. 2d 636, 638 (Fla. 3d DCA 1991) (stating that the fact the county suffered no damages did not void the liquidated damages clause because the project “was intended as a public facility, not as a profit-making enterprise”).

^[3] Lefemine, 573 So. 2d at 328; H. L. McNorton v. Pan American Bank of Orlando, N.A., 387 So. 2d 393, 396 (Fla. 5th DCA 1980).

^[4] Lefemine, 573 So. 2d at 328.

SECTION 6: QUOTATIONS, BIDS AND PROPOSALS



Upon receipt of a Purchase Requisition, the Procurement Division will seek a source of supply and enter into transactions for the purchase of the commodity or service in accordance with the provisions of the County Procurement Ordinance.

PROCEDURE FOR SECURING QUOTES AND BIDS

Every effort will be made to obtain a minimum of three (3) written quotations for each item or group of items required. A firm's failure to reply shall be documented as a no-quote and shall qualify as an attempt toward the three quote minimum.

Written Requests for Quotations (RFQ) may be mailed or faxed to prospective bidders, and shall indicate the deadline for receipt of the quote. Emergency purchases are exempt from competition with prior approval of the Procurement Manager. RFQ's shall be maintained with the purchase order. User departments/divisions are responsible for ensuring that adequate descriptions and specifications are provided to the Procurement Division, including manufacturer brand and part numbers.

The user department/division may obtain competitive quotes for commodities and services up to the formal solicitation threshold from at least three (3) vendors independent of the Procurement Division provided the names of the vendors, vendor number, date of quote, quotes per item, quote number, individuals submitting such quotes, and total pricing from each vendor are submitted to the Procurement Division, and quotes are verifiable. **The Procurement Division reserves the right to verify such quotes or to obtain additional quotes at its discretion.** The user department/division will be contacted if the vendor or product is changed.

RFQ's are not governed by the same rules and procedures applicable to formal solicitations. Quotation(s) may be negotiated with concurrence of the Procurement Manager or Assistant Manager.

The Procurement Division is responsible for all procurements over the mandatory bid limit. Although the user divisions are not to obtain quotes for these procurements, they should focus on the development of adequate purchase descriptions and specifications. When a purchase or contract (including leases) may extend over multiple periods or years, the maximum amount to be paid for all years shall be the amount that determines if a formal solicitation is required.

The Procurement Division shall solicit bids/proposals from responsible prospective vendors obtained from commodity code cross-reference, market research, suggestions from the user department/division and previous vendors.

The Procurement Division shall attempt to secure at least three (3) bids. Advertisement of formal solicitations shall be in accordance with the Procurement Ordinance and all solicitations shall be made available on the County's internet site.

Bids/Proposals must be received no later than the established time, date and at the location specified in the solicitation. No bids/proposals shall be accepted after such time and date or at any other location than specified. It shall be the bidder/proposers' sole responsibility to ensure that their bid/proposal is submitted at the specified time and place for receipt of bid/proposals. Bidder/Proposers shall be allowed to withdraw their bid/proposal at any time prior to opening.

SECTION 6: QUOTATIONS, BIDS AND PROPOSALS



Errors in the extension of unit prices stated in a bid/proposal, or in multiplication, division, addition or subtraction may be corrected by the Procurement Manager, prior to award. In such cases, the unit prices shall not be changed. When bidder/proposers quote in words and figures on items on the bid form, and the words and figures do not agree, the words shall govern and the figures shall be disregarded.

These same bidding requirements apply to all purchases, including leased equipment, non-professional services, general consulting, etc.

All procedures related to competitive procurement and solicitation, including the application of Sunshine Law, Public Records and bid/proposal review and award announcements, shall be compliant with Florida law as it may be amended from time to time.

The Procurement Manager shall have the right to cancel a solicitation and/or reject all bid/ proposals and authorize the entire transaction to be re-solicited.

RESPONSIBILITY FOR SPECIFICATIONS/SCOPE OF SERVICES/SCOPE OF WORK

All solicitation requests shall be accompanied by a Project Information Sheet (See Exhibits 5, 6 and 34). The preparation of specifications/scope of services/scope of work is the responsibility of the user department/division with assistance and review by the Procurement Division. Specifications/scope of services/scope of work shall permit competition except on proprietary materials or services. In general, specifications should define the level of performance required rather than specific design or brand name. Specifications shall be clear and concise and provide the salient characteristics required by the user department/division. The Procurement Division shall ensure specifications allow for open competition.

Guidelines for developing scope of services/scope of work are provided in Exhibit 10.

INVITATION FOR BIDS/REQUEST FOR PROPOSALS

Formal Solicitations shall be posted on the County website with the exception of formal solicitations subsequent to a Request for Qualifications these may be advertised to only the audience that pre-qualified.

BID OR PROPOSAL SECURITY

Bid or proposal security shall be in the form of bonds, a certified check or a cashier's check. Security and performance/payment bonds are required for certain purchases in excess of \$100,000. As required by the Procurement Ordinance, a security bond shall be submitted with the bid or proposal. A successful bidder/proposer shall forfeit any surety upon failure on their part to enter into a contract and provide performance/payment bonds and certificates of insurance (when required in the solicitation documents) within the time specified.

With regards to construction term contracts, the following bonding requirements apply:

- Bid Bonds – Penal sum of bond must not be less than 10% of total estimated bid amount for the first contract year.
- Payment and Performance Bonds – Bond amounts must equal 100% of total estimated contract amount for the first contract year. Consent of Surety to renewal of an option period at option period prices will be obtained for each renewal.

SECTION 6: QUOTATIONS, BIDS AND PROPOSALS



DISPOSITION OF BIDS/PROPOSALS

Bids and proposals shall be publicly opened at the time and place stated in the public notice. No bids or proposals shall be accepted after the time and date designated for opening. Bids or proposals received after the specified time and date will be ineligible for award.

Offers shall be submitted at the time and location specified in the County's solicitation. Unless otherwise specified in the solicitation document, offers shall be submitted electronically via the encrypted e-procurement portal provided at www.ocfl.net/eprocurement. Offers failing to adhere to submission instructions shall be rejected as non-responsive regardless of where the offer is received.

Respondents are responsible for ensuring the successful transmittal of solicitation responses to the Procurement Division. Additionally, Respondents are solely responsible for reviewing their electronic submissions to ensure all fields are complete and all files and attached documents uploaded are uncorrupted. Failure to perform quality assurance may result in their offer being deemed non-responsive if key data is omitted or inaccessible.

In the event a solicitation process permits the submission of hard-copy offers, this shall be stated conspicuously in the solicitation document. It is the bidder's responsibility to ensure timely delivery to the required address, no additional consideration will be afforded if the bid or proposal is delivered by an express mail carrier or by any other means that may be subject to third-party delays.

RECIPROCAL PREFERENCE

Unless otherwise prohibited by funding source, in the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such a county, then Orange County may award a preference to the next lowest responsive and responsible bidder having a principal place of business within Orange County Florida. Such preference shall be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business. To this end, the County's solicitation document will specify if reciprocal preference will be a consideration of award, in the event the solicitation document does not address reciprocal preference, a preference shall not be applied to the award.

AWARD OF BIDS

The Procurement Division will obtain a recommendation of award from the user department/division prior to award, the recommendation of award shall include a technical evaluation.

Before undertaking technical evaluation, user department/division representatives must thoroughly understand the scope of the project. This means reviewing all the services, products, or solutions the procurement will require, and the expected results or outcomes. These details should be derived from the Invitation for Bids/Request for Quotations.

Technical evaluation shall assess responsibility to include detailed narrative concerning the following:

- A. Detailing the findings of references (verified via email or phone), such references shall be validated as conforming to the qualification criteria or non-conforming. The reference check shall conduct objective inquiries to determine if performance was satisfactory or unsatisfactory. To this end, the department/division is encouraged to ask questions to elicit factual responses about timely performance and outcomes. Additionally, the

SECTION 6: QUOTATIONS, BIDS AND PROPOSALS



department/division must ensure that the reference offered is for the respondent's legal entity and not for an individual being utilized as a qualifying agent or for a firm dissolved in an acquisition. References for subsidiary firms are permitted from the date of acquisition only.

Sample Questions:

- Are the reference details (project size, magnitude, service dates, scope elements etc.) provided in the response accurate?
 - Was the firm the prime contractor or sub-contractor for the project?
 - Was the service provided compliant with the contract requirements for performance?
 - Was the service provided on-time and on-budget?
- B. Obtain access to performance records in the Procurement File Repository. Review the file repository for annual performance evaluations and determine if the respondents have any concerning or noteworthy records. Note, a firm with negative annual evaluations, or terminations for default, may be considered non-responsible subject to the approval of the Procurement Division Manager.
- C. As part of demonstrating qualification a respondent may be compelled to produce certain documentation as evidence. Such requirements shall be specified in the solicitation. The department/division shall evaluate the qualification documentation against the solicitation requirements. Validation may include confirming licensure, manufacturer authorizations, training certificates or any other evidence the respondent was compelled to produce to demonstrate qualification.
- D. Provide an assessment of price reasonableness. Consider factors like comparison to engineering estimate (if applicable), balanced unit prices, mobilization limits and offers that are so low that they underrepresent the realistic project costs.
- E. Confirm there is no conflict of interest in the evaluation of all offers.

The County shall consider other factors, in addition to price, when determining the lowest responsive and responsible bidder. These factors include but are not limited to:

- A. the ability, capacity, equipment and skill of the bidder to perform the contract.
- B. whether the bidder can perform the contract within the time specified, without delay or interference.
- C. the character, integrity, reputation, judgment, experience and efficiency of the bidder.
- D. the quality of performance on previous contracts.
- E. the previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- F. the sufficiency of the bidder's financial resources to perform the contract or to provide the service.
- G. the quality, availability and adaptability of the supplies or contractual services to the particular use required.
- H. the ability of the bidder to provide future maintenance and service.

The Procurement Division reserves the right to challenge or reject any award recommendations of the user department/division.

Contract award recommendations for which the award to each vendor exceeds the Board approval limit for the

SECTION 6: QUOTATIONS, BIDS AND PROPOSALS



initial contract period shall be submitted by the Procurement Division for approval by the Board of County Commissioners. Award shall be accomplished via issuance of a purchase order or contract by the Procurement Division.

WAIVER OF IRREGULARITIES

The Procurement Division shall have the authority to waive all irregularities in responses to solicitations.

TIE BIDS

Tied offers may be awarded to one of the respondents based on the following in the order listed:

- A. When one of the respondents is a business whose principal place of business is located in Orange County, and the other respondent's principal place of business is not, the recommended award shall be to the Orange County respondent.
- B. Previous vendor record by the vendors on similar projects or requirements
- C. Closeness to the delivery point or work site

If **all** conditions are equal, the Procurement Division will draw lots or flip a coin. This process shall be witnessed by no less than three individuals, and the contract file shall contain the names and addresses of the witnesses and the person supervising the drawing.

CONTRACTS

When required, the successful bidder or proposer shall promptly execute a formal contract signed by the proper authority. When required, such bidder or proposer shall also execute and deliver to the Procurement Division a good and sufficient performance and payment bond in the amount specified in the solicitation. Any bidder or proposer approved for contract award who fails to execute promptly and properly the required contract and bond, shall forfeit their bid security. Upon the execution of the contract by the successful bidder or proposer, the bid security will be returned. Unsuccessful bidders that submitted certified or cashier's checks as bid security shall have their bid security refunded by a County check.

Awards in this category may be made by a purchase order and as a part of the award, the solicitation and other supporting documents, if applicable, shall be an integral part.

CANCELLATION OF SOLICITATIONS

Preservation of the integrity of the competitive solicitation system dictates that after bids have been opened, award must be made to that responsible bidder who submitted the lowest responsive bid, unless there is a compelling reason to reject all bids and cancel the solicitation. Likewise, when proposals have been received, it is expected that an award will be made after proposals have been evaluated unless there is a compelling reason to reject all proposals and cancel the solicitation. The following are some of the factors that may be used by the Manager of Procurement to support the cancellation of a solicitation.

- (1) When it is determined that the goods or services are no longer required;
- (2) Inadequate or ambiguous specifications were cited in the solicitation;
- (3) All costs for the goods or services were not considered in the development of the solicitation;
- (4) The specified goods or services are available from other more economically

SECTION 6: QUOTATIONS, BIDS AND PROPOSALS



advantageous sources:

- (5) All bids or proposals received are at unreasonable prices;
- (6) There is evidence of collusion or price fixing;
- (7) Cancellation is otherwise in the County's best interest.

SECTION 7: REQUEST FOR PROPOSALS (RFP) EVALUATION PROCEDURES



- I. The following are general guidelines for the RFP process:
- A. Members of an evaluation/procurement committee are to be recommended by the user department and appointed by the Procurement Division Manager in accordance with the County's Administrative Regulation. Any proposed committee member lacking previous experience on the Procurement committee shall be trained prior to service on the committee. The Manager, Assistant Manager or a specific representative of the Procurement Division shall chair the committee as a non-voting member.
 - B. The user department/division shall submit the proposed evaluation criteria which shall include price (if allowable). The Procurement Division will finalize the criteria which may include modifications to the criteria and/or weight(s). Such criteria shall be stated in the RFP.
 - C. The user department/division shall recommend a weight to each of the evaluation criteria by its relative importance, with the total weights generally equaling 100, excluding bonus points. The Procurement Manager shall determine the use of these criteria and their respective weights as applicable to each project.
 - D. The Procurement Division shall issue the RFP and receive proposals. Upon issuance of the RFP, a copy of the document shall be provided to each member of the procurement committee.
 - E. All committee members shall evaluate the responsive proposals and individually score each proposal per criteria, multiplying their score by the weight to obtain the total. Committee members shall not discuss the proposals with any other committee member. Scores will generally be on the basis of 1 to 5, unless otherwise specified in scoring instruction, and shall represent the evaluator's best objective judgment. **The user department/division shall ensure that all reference check initiatives are completed and the results reported during the meeting of the procurement committee.** The discussion may include any performance issues involving the proposer's performance on Orange County contracts.
 - F. On certain highly technical procurements, a technical evaluation team consisting of individuals with specific expertise in the procurement will be formed. The team will evaluate the proposals and provide evaluation results with recommendations to the Procurement committee. The Procurement committee may accept, modify or reject the technical committee recommendations for justified reasons. If the technical evaluation committee's recommendations are modified or rejected, the Procurement Manager will determine the additional steps necessary to adequately address the Procurement committee's concerns.
 - G. A summary of total scores for all proposers shall be prepared after members of the evaluation team have reviewed and evaluated the written proposals. Scoring and selection shall be by consensus if possible.

Unless the Procurement Committee establishes a different minimum score prior to evaluation, proposers must achieve a minimum threshold of 60% of the total allowable weighted evaluation criteria, excluding bonus points. Bonus points may be counted toward meeting this threshold. Proposers who do not meet the applicable minimum threshold will not be submitted for Board consideration or award action. Nothing herein shall be construed to supersede the requirements set forth in the Consultants' Competitive Negotiation Act, F.S. 287.055, or the Auditor Selection Procedures prescribed by F.S. 218.391..

For procurements governed by Florida Statute 287.055 or 218.391, in circumstances where no fewer than three firms are deemed to be the most highly qualified to perform the required services,

SECTION 7: REQUEST FOR PROPOSALS (RFP) EVALUATION PROCEDURES



the firms will be advanced to the Board for consideration. If fewer than three firms are deemed to be the most highly qualified, only those deemed the most highly qualified to perform the required services will be advanced to the Board for consideration.

- H. The Committee Score Sheet, as developed and finalized during the procurement committee meeting, shall provide an itemized record of all scores and shall be the official record of the evaluation process. Such record shall be maintained by the Procurement Division as part of the official file.
- I. The Procurement Division will prepare an agenda item for Board approval when proposal fees exceed the Board approval limit.
- J. **SCORING DEFINITIONS (Qualitative Scale):**

- 1 = **Poor** - Proposal is lacking or inadequate in most basic requirements, specifications, or provisions for the specific criteria.
- 2 = **Below Average** - Proposal meets many of the basic requirements, specifications or provisions of the specific item, but is lacking in some essential aspects for the specific criteria.
- 3 = **Average** - Proposal adequately meets the minimum requirements, specifications, or provisions of the specific item, and is generally capable of meeting the County's needs for the specific criteria.
- 4 = **Above Average** - Proposal more than adequately meets the minimum requirements, specifications, or provisions of the specific criteria, and exceeds those requirements in some aspects for the specific criteria.
- 5 = **Excellent** - Proposal exceeds minimum requirements, specifications, provisions in most aspects for the specific criteria.

SUGGESTED PRICE EVALUATION:

If price is included as one of the evaluation criteria, the lowest priced proposal should receive the maximum weighted score for the price criteria. The other proposals should receive a percentage of the weighted score based on the percentage differential between the lowest proposal and the other proposals in accordance with the following example:

Vendor	Proposed Price	Highest Score	By	Weight	Equals	Total Points	By	Percentage	Equals	Weighted Score
A	\$20,000	5	X	25	=	125	X	100	=	125
B	\$25,000	5	X	25	=	125	X	80	=	100
C	\$28,000	5	X	25	=	125	X	71	=	88.75

SECTION 7: REQUEST FOR PROPOSALS (RFP) EVALUATION PROCEDURES



* Vendor B's $\$20,000 \div \$25,000 = 80\%$ X total possible points of 125 = 100

** Vendor C's $\$20,000 \div \$28,000 = 71\%$ X total possible points of 125 = 88.75

The price evaluation and calculation may be revised to conform to the needs for each individual RFP selection, subject to the consensus of the Procurement Committee. If the suggested evaluation method above is not utilized, price evaluation may be based on a qualitative scale or the committee may implement a prescribed formula resulting in an objective evaluation of the fees.

This procedure is designed to comply with Section IV of the Procurement Ordinance entitled Competitive Sealed Proposals.

Exception: If an inordinately low price is indicative of a misunderstanding of the scope of services by the proposer, a score of only 1 or 2 points may be given at the discretion of the evaluator(s).

Sample Qualitative Scale for Fee Proposals:

- | | | |
|---|---|---|
| 1 | = | Poor - Inordinately low (gross misunderstanding of scope/market conditions) |
| 2 | = | Below Average - Concerningly low (noteworthy misunderstanding of scope/market conditions) |
| 3 | = | Average - The fee proposed is practical and representative of current market conditions. |
| 4 | = | Above Average - The fee proposed provides a value for what is offered and is practical within current market conditions. |
| 5 | = | Excellent - The fee proposed provides a significant cost savings or opportunity and is practical within current market conditions. |

FINANCIAL CAPACITY

For certain procurements, it is necessary to assess the financial capacity of proposers. This requirement ensures that only financially stable and capable firms are entrusted with projects that could significantly impact county resources, thereby protecting taxpayer funds and ensuring project success. Unless otherwise specified in the RFP, financial capacity will be evaluated on the basis of the firm's Experian™ Financial Stability Risk Score, as queried by the County at the County's expense. Such scoring shall be provided by the Procurement Division and evaluated as follows:

- | | | |
|---|---|---|
| 1 | = | Poor – Experian Risk Class Score of 5, High Risk or no credit history reflected by Experian during the County's query. |
| 2 | = | Below Average - Experian Risk Class Score of 4, Medium-High Risk |
| 3 | = | Average - Experian Risk Class Score of 3, Medium Risk |
| 4 | = | Above Average - Experian Risk Class Score of 2, Low-Medium Risk |
| 5 | = | Excellent - Experian Risk Class Score of 1, Low Risk |

The County reserves the right to adjust scores by a majority vote of the committee based on

SECTION 7: REQUEST FOR PROPOSALS (RFP) EVALUATION PROCEDURES



publicly available financial information, including newly announced mergers, acquisitions, current adverse media coverage, or known legal disputes. Such adjustments are intended to accurately assess risk and protect the County's interests.

Experian™ Financial Stability Risk Reporting is the County's preferred method for evaluation of Financial Capacity. However, the County reserves the right, for certain high-risk procurements, to conduct a full financial assessment which may require the submission of current financial reporting and/or financial statements (audited, reviewed or compiled depending on risk) as evidence of capacity for the County's evaluation of Financial Capacity. Any such requirement shall be included in the County's solicitation document with scoring definitions specified therein.

TIE BREAKING

Occasionally, Procurement Committee evaluations end in a tie. When this occurs, the Procurement Committee will take actions to break the tie based upon reconsideration of the following criteria in the order listed:

- A. Technical Approach/Scope Response/Understanding
- B. Project Team/Qualifications of Staff
- C. Project Manager/Key Staff Person/Lead Project Person/Account Representative / Qualification of Firm

PROCUREMENT COMMITTEE PROCESS

Prior to the Procurement Committee Meeting:

- A. All Committee members are required to have proper training in the Procurement Committee process.
- B. All Committee members must score each criterion for each proposer individually.
- C. Committee members shall not discuss the proposals with any other Committee member(s).

At the Procurement Committee Meeting:

- A. The Procurement Committee Chair stresses that the Procurement Committee meeting is a public meeting which will be held in accordance with Florida Statutes and the County's Administrative Regulations. Each Committee member shall conduct themselves in a professional manner.
- B. The Chair shall provide the following instructions to the Committee members and conduct the meeting as follows:
 - 1. Each proposer will be evaluated separately.
 - 2. One-by-one, the Chair will verbally obtain and make note of each Committee member's score for the first criterion.
 - 3. Scores shall be obtained in the following order:
 - i. the user division/department representative,
 - ii. other County staff members and representatives,
 - iii. any non-staff members,
 - iv. County Commissioner, if in attendance

SECTION 7: REQUEST FOR PROPOSALS (RFP) EVALUATION PROCEDURES



4. If all scores for the specific criterion are the same, no further discussion is required. If, after all scores have been obtained for the first criterion, there is a disparity in the scores, consensus will be attempted by discussing the high and low scores in more detail. Scoring shall be in whole numbers or as prescribed in the RFP.
5. In an effort to further obtain consensus, the other members' scores for the specific criterion may be discussed in more detail.
6. Reference checks (if any) shall be provided by the user department during discussion of the appropriate criterion (ex. experience of the firm).
7. If unable to reach consensus, the members' scores shall be totaled to obtain an average score for the specific criterion.

The average score shall be multiplied by the weight to determine the final score for each criterion.

8. Final scoring, by individual voting member, shall be documented in the score sheet(s) applicable to the procurement either in a collective score sheet or through individual score sheets, aggregated as applicable.
9. Each criterion for each proposer is to be scored in accordance with the process delineated Above, or as indicated in the RFP.

SECTION 7: REQUEST FOR PROPOSALS (RFP) EVALUATION PROCEDURES



Procedures for Competitive Sealed Proposal Awards for Professional Services:

A. Policy:

Orange County's selection process for professional services (architecture, professional engineering, landscape architecture, registered surveying and mapping) must be in accordance with Florida State Statute Section 287.055, The Consultants' Competitive Negotiation Act (CCNA).

I. PROCEDURES:

The purpose of these procedures is to establish a fair, equitable and impartial process by which the Board of County Commissioners makes awards in competitive sealed proposals procurement for services of all types and when the Board otherwise selects architects, engineers, landscape architects, surveyors and cartographers/mappers, in accordance with the requirements of Florida State Statute 287.055.

The Procurement Manager and the staff of the Procurement Division retain overall control of the administration of the competitive sealed proposal process, including scheduling, record keeping, distribution of proposals and other materials, and preparation of all documents and recommendations required by the Board of County Commissioners and County Administrator.

The following delineates specific responsibilities of appropriate parties during this process. These procedures also incorporate the methodology whereby the Board of County Commissioners makes awards in competitive sealed proposal procurement.

A. Procurement Division

1. Obtains a budget amount and in most instances, a purchase requisition from the user department/division allocated for the project.
2. Confirms selection criteria with user department/division.
3. In accordance with the County Procurement Ordinance, advertises (if required) and issues the RFP including identification of the evaluation criteria and weights.
4. Reviews received proposals in order to determine prima facie responsiveness.
5. Distributes proposals to members of the Procurement Committee.

B. Business Development Division

Reviews and evaluates proposals according to bonus points for the hiring of Dislocated workers and registered Service-Disabled Veterans and forwards recommendations to the Procurement Committee members via the Procurement Division. The extent of the Business Development Division's involvement in the evaluation of other aspects of the proposal will be as prescribed by Administrative Regulation.

C. User Department/Division

SECTION 7: REQUEST FOR PROPOSALS (RFP) EVALUATION PROCEDURES



1. May request that the Procurement Committee consider additional criteria or changing of criteria weights prior to RFP issuance in accordance with item A.2. above such as relative weights of similar projects completed as the Project Manager and/or similar projects completed by the Project Engineer/Architect.
2. Presents the evaluations of the user department/division to other Procurement Committee members.

D. Procurement Committee

1. Procurement Committee members shall individually review and score all submittals by proposers. Scoring shall be based on the criteria provided in the RFP. During deliberations and discussion by the Committee, individuals may change initial scoring, based on the merits of the discussion.
2. The Chairman of the Procurement Committee shall ensure that minutes of Procurement Committee meetings are maintained.
3. An announcement of each meeting of the Procurement Committee shall be posted in accordance with the requirements of the Sunshine Law, the County Ordinance and Orange County Administrative Regulations.
4. Oral presentations are generally not allowed. When an oral presentation is to be part of the selection process, that fact will be advertised, when possible, in the Request for Proposals. However, Commissioners may request oral presentations by short-listed firms on any project. The short listed proposer's project manager, who is named as the day-to-day project manager, may be required to be present at such oral presentations.
5. Three voting members of the Procurement Committee shall constitute a quorum.
7. Selection and scoring shall be by consensus if possible. If the Chairman deems a consensus impossible, they may so declare, and selection and scoring shall then take place by averaging the scores of the committee members. The committee's final score sheet shall be maintained by the Procurement Division for filing, verification and final validation for correctness. After adjourning, decisions made at the meeting cannot be revised without concurrence of the Procurement Committee members.

The committee's scoring documentation shall be memorialized as follows:

- In one collective score sheet (inclusive of individual scoring for all voting members)
- In individual score sheets, per voting member, aggregated as applicable to a collective score sheet.

At the conclusion of the meeting voting committee members shall either sign their individual score sheets confirming their scoring is free of a conflict of interest or, in the event of a collective score sheet, complete an attestation confirming the same.

8. The Procurement Division shall:
 - a. Post the recommended short-list and handle formal protests in accordance with the Orange County Procurement Ordinance.

SECTION 7: REQUEST FOR PROPOSALS (RFP) EVALUATION PROCEDURES



- b. Submit the alphabetized list of the high ranking and ranked alternate proposers to Agenda Development for submission to the Board of County Commissioners. The Procurement Manager shall submit the final scores of the Procurement Committee members for the short-listed firms.
9. The Board of County Commissioners may:

Select a proposer (and generally two ranked alternates for professional services) and authorize contract negotiations and execution of the contract by the Procurement Division, provided the negotiated contract does not exceed the stated budget for the project services.
10. The User Department/Division or Agency and the Procurement Division:
 - a. Enters into contract negotiations the top ranked proposer selected by the Board. Such negotiations shall be conducted by the user agency and the Procurement Division with assistance from others as necessary. Negotiations conducted pursuant to a competitive solicitation shall comply with Florida Statute 286.0113(2)(b)(1) and 286.0113(2)(c)(1).
 - b. Submits a recommended negotiated contract to the Procurement Division for review and approval.
11. The Procurement Division obtains the evaluation from the Business Development Division, reviews the contract for price acceptability and cost analysis, and executes the contract after signature by the contractor if acceptable.

II. EVALUATION CRITERIA AND DEFINITIONS

A. Similar Projects Completed by Proposed Project Manager

Projects may each be awarded:

1. a full point for projects satisfactorily completed, similar in nature to the proposed project, and containing required disciplines listed in the description of similar projects
2. a half point for projects satisfactorily completed, similar in nature to the proposed projects, and containing most but not all disciplines listed in the description of similar projects, or
3. zero points for projects not satisfactorily completed, not similar to the proposed project, or containing few of the disciplines contained in the description of similar projects, as determined on a case by case basis by the Procurement Committee.

Alternately, the RFP may specify certain project elements required to be completed for a full point and for a half point, and may also specify some elements as mandatory. In this case, the guidelines contained in the RFP for award of a full, half or zero points shall be used.

B. Similar Projects Completed by Proposed Project Engineer or Architect

Projects may each be awarded:

SECTION 7: REQUEST FOR PROPOSALS (RFP) EVALUATION PROCEDURES



1. a full point for projects satisfactorily completed, similar in nature to the proposed project, and containing required disciplines listed in the description of similar projects,
2. a half point for projects satisfactorily completed, similar in nature to the proposed projects, and containing most but not all disciplines listed in the description of similar projects, or
3. zero points for projects not satisfactorily completed, not similar to the proposed project, or containing few of the disciplines contained in the description of similar projects, as determined on a case by case basis by the Procurement Committee.

Alternately, the RFP may specify certain project elements required to be completed for a full point and for a half point, and may also specify some elements as mandatory. In this case, the guidelines contained in the RFP for award of a full, half or zero points shall be used.

C. Skills and Experience of the Project Team

Based upon the information provided, the evaluation shall address the prime consultant's experience, personnel other than the project manager and project engineer or architect, the proposed sub-consultants' experience, other resources available for the project, the management plan and organizational chart.

Points will be awarded as follows:

5 Points

Excellent - Members of the project team exhibit exemplary experience on projects of a similar nature. The management plan displays a superior knowledge and understanding of the scope of services.

4 Points

Above Average - Members of the project team exhibit experience that is more than adequate on projects of a similar nature. The management plan displays knowledge and understanding of the scope of services that is more than adequate.

3 Points

Average - Members of the project team display adequate experience on projects of a similar nature. The management plan addresses most but not all of the scope understanding.

2 Points

Below Average - Members of the project team exhibit experience in many of the basic elements of the project but are lacking in some essential elements of some aspects on projects of a similar nature.

The management plan addresses some but not all aspects of the scope understanding.

1 Point

Poor - Members of the project team fail to exhibit adequate experience on projects of a similar nature. The management plan fails to address all aspects of the scope understanding.

NOTE: Up to two (2) points may be deducted from skills and experience of the project team

SECTION 7: REQUEST FOR PROPOSALS (RFP) EVALUATION PROCEDURES



(Qualifications of Firm) for poor work (as documented) previously for the County. This provides the County an opportunity to evaluate actual performance which then may be a factor on future selections.

Notwithstanding anything to the contrary above, nothing herein shall limit the County's ability to find a firm non-responsible on the basis of past performance.

D. Bonus Points for Hiring Dislocated Workers

Proposers can be awarded a maximum of five (5) bonus points for a commitment to hire displaced workers residing in Orange County, Florida as full-time employees for the duration of the contract. One point will be awarded for each new full-time hire up to and including a minimum of five (5) points.

E. Bonus Points for Hiring Registered Service Disabled Veterans

Proposers can be awarded bonus points for the following:

- a. Registered service-disabled veteran business enterprise proposer competing as a prime Consultant shall receive (5) points
- b. Registered service-disabled veteran business enterprise proposer with registered service-disabled veteran business enterprise sub-consultants on their team shall receive two points for each sub-consultant up to a maximum of ten (10) points.
- c. Proposers with registered service-disabled veteran business enterprise sub-consultants on their team shall receive two points for each sub-consultant to a maximum of ten (10) points.

SECTION 7: REQUEST FOR PROPOSALS (RFP) EVALUATION PROCEDURES



G. Location
(Scores provided by the Procurement Division)

Points will be awarded as follows:

5 points:

90-100% of the total dollar amount of all work will be performed by and through prime consultants' and sub-consultants' offices permanently located **in Orange and/or Seminole Counties.**

4 points:

90-100% of the total dollar amount of all work will be performed by and through prime consultants' and sub-consultants' offices permanently located in the following counties, either singularly or in combination: Orange, Seminole, Lake, Volusia, Brevard, Osceola and Polk.

NOTE: This is exclusive of the percentages that warrant 5 points for work in Orange and/or Seminole as described above.

3 points:

80-89 % of the total dollar amount of all work will be performed by and through prime consultants' and subconsultants' offices permanently located in Orange and/or the following counties: Seminole, Lake, Volusia, Brevard, Osceola and Polk

2 points:

50-79% of the total dollar amount of all work will be performed by and through prime consultants' and sub-consultants' offices permanently located in Orange and/or the following counties: Seminole, Lake, Volusia, Brevard, Osceola and Polk.

1 point:

The total dollar amount of all work to be performed by and through prime consultants' and sub-consultants' does not fall within the categories stated above, but 50% of the work will be performed by and through prime consultants' and subconsultants' offices permanently located in the State of Florida.

0 points:

Work to be performed does not fall within any of the categories listed above.

SECTION 7: REQUEST FOR PROPOSALS (RFP) EVALUATION PROCEDURES



I. Approach to the Project/Scope Response and Understanding

Proposed design philosophy; anticipated problems and concern for design and/or construction; alternatives or proposals to solve anticipated problems and concerns; budgetary and cost containment considerations, possible alternatives for cost savings and/or energy conservation to the County; permitting considerations, if any, and approach to obtaining such permits.

Points will be awarded as follows:

5 points:

Excellent - Proposal exceeds minimum requirements, specifications, or provisions in most or all aspects for this specific criteria.

4 points:

Above Average - Proposal more than adequately meets the minimum requirements, specifications, or provisions of the specific criteria and exceeds those requirements in some aspects for this specific criteria.

3 points:

Average - Proposal adequately meets the minimum requirements, specifications, or provisions of the specific item and is generally capable of meeting the County's needs for this specific criteria.

2 points:

Below Average - Proposal meets many of the basic requirements, specifications, or provisions of the specific item but is lacking in some essential aspects for this specific criteria.

1 point:

Poor - Proposal is lacking or inadequate in most basic requirements, specifications, or provisions for this specific criteria.

J. Procedures for Task Authorizations Under Continuing Contracts:

a. Purpose

Continuing contracts for architecture, professional engineering, landscape architecture, registered surveying, and mapping services provide a timely and efficient means to acquire professional services to support County operations. These procedures are consistent with the requirements of Florida State Statute 287.055.

b. Procedures

i. Definitions:

Continuing Contract shall mean a contract, as defined above, established on an annual or ongoing basis whereby the firm provides professional services to the County for projects for which construction costs do not exceed the thresholds set

SECTION 7: REQUEST FOR PROPOSALS (RFP) EVALUATION PROCEDURES



in Florida State Statute 287.055 (2)(g), for study activity when the fee for such professional services does not exceed the thresholds set in Florida State Statute 287.055 (2)(g) or for work of a specified nature as outlined in the contract required by the County. Continuing contracts containing work of a specific nature must receive approval by the Procurement Manager, prior to issuance of the solicitation.

The continuing contract specifies the types of services or projects to be performed, hourly rates, overall multiplier (including direct and indirect labor, fringes, general administrative and overhead and profit), and duration of the contract. Services for study activity or designs for construction, renovation, or rehabilitation activities are rendered on an as needed basis by means of a negotiated task authorization encumbered by purchase order, as defined below. Pricing shall be documented in project-specific price proposals for task authorizations issued against the continuing contract. Continuing contracts are established utilizing competitive sealed proposals.

Task authorization shall mean a project-specific work order issued against a continuing contract. A Task authorization specifies the specific project, project schedule and completion time, detailed scope of services and total compensation for the task authorization.

Study Activity shall mean professional services involving research, investigation and/or evaluation which result in the presentation of findings, recommendations and/or a general plan for resolving a problem or need, but which do not involve the preparation of specific project designs, plans, specifications or other documents that would be used in obtaining priced proposals or awarding construction contracts.

- ii. Such contracts may be established on a continuing basis in accordance with the Orange County Administrative Regulation. Contracts shall include a clause that allows the County to terminate at any time without cause with payment limited to services satisfactorily performed through the effective date of termination.
- iii. Task authorizations should be negotiated on a lump sum basis to the extent possible. Such task authorizations shall be supported by a fee proposal showing the labor classifications, number of hours, contract hourly rate, break-even multiplier (direct and indirect labor, fringes, general administrative and overhead costs), profit margin, reimbursable, out-of-pocket expenses, and sub-consultant fees to determine overall lump sum cost.
- iv. Prior to a task authorization or an amendment to a task authorization being approved under the terms of this procedure, sufficient funds for the services must be available in an appropriate, approved budget line item evidenced by receipt of a purchase requisition by the Procurement Division.

Pursuant to the County's Administrative Regulations, the following approval authority is hereby effective for task authorizations and amendments to task authorizations issued against continuing contracts:

- (a) The Procurement Manager or designee may approve individual task

SECTION 7: REQUEST FOR PROPOSALS (RFP) EVALUATION PROCEDURES



authorizations, including amendments, for professional services within the overall scope of the continuing contract in an aggregate amount not to exceed:

- (1) The prescribed limits in Florida State Statute 287.055 for study activities
- (2) The prescribed maximum estimated construction cost associated with continuing contracts as also specified in Florida State Statute 287.055.

Task authorizations shall not be artificially divided to circumvent the **above approval requirements**.

- (b) For Change Orders to Task Authorizations. The Procurement Manager, or designee, shall review the request and provide a determination, thereafter items with the concurrence of the Procurement Division shall advance to the Board for approval, unless the amount of the amendment falls within procurements authority.

SECTION 8: GRANT FUNDED PROCUREMENT AND CONTRACTING



This procedure shall be a general guideline for externally funded Procurements and sub-recipient contracts. Funding sources may include State and Federal Grants. Recognizing that each grant will have its own terms, conditions and contingencies the guideline below is not inclusive of all requirements or steps that may arise for regulatory compliance. Additionally, see Exhibit 38, Guideline for Federal Funding Procurement Thresholds as a resource.

Additionally, noting that some emergency procurement activities may be reimbursable by the Federal Emergency Management Agency, term contracts which may be utilized during an emergency activation shall be procured in compliance with the latest Federal guidance.

A. DEPARTMENTAL PRE-PROCUREMENT/CONTRACTING ACTIVITIES

1. Grant Applications shall be the responsibility of the user department. The procurement must be funded before a solicitation is published. This may be general funding at-risk of non-appropriation of grant funding or grant funding.
2. The department shall conduct analysis to determine if the contract relationship is a Contractor/Supplier or Sub-Recipient. This analysis shall be based on program requirements and regulatory definitions (if applicable). Concurrence from the Orange County Attorney's office is strongly encouraged to ensure the appropriate contract format is selected.

B. SUBMITTAL REQUIREMENTS - DOCUMENTATION

1. It is the department's responsibility to read the grant and communicate special requirements impacting procurement/contracting to the Procurement Division. The department shall be particularly aware of prohibited practices, sole source and emergency limitations. All requirements impacting the procurement shall be communicated to the Procurement Division at the time of submittal.
2. For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the department shall provide a Davis Bacon Prevailing Wage Validation by using the following resource:

<https://beta.sam.gov/search?index=wd>

For a definition of "Construction" see 48 CFR 2.101 (<https://www.ecfr.gov/cgi-bin/text-idx?node=sp48.1.2.2> 11).

1. Solicitations shall not advance without a completed Project Information Sheet with all applicable attachments (See Exhibits 5, 6 and 34). Submittals which are incomplete shall be rejected.
2. Each Project Information Sheet for a Formal Solicitation shall be accompanied by an Independent Estimate. Independent Estimates shall be prepared by the user department or a consultant engaged by the user department (See Exhibit 35). The estimate may be based on price analysis (preferred) or cost analysis only. The independent estimate cannot be based on the budget. Budgets shall be sufficiently funded to support the amount of the Independent Estimate.

SECTION 8: GRANT FUNDED PROCUREMENT AND CONTRACTING



3. In addition to the above departments shall factor the following into their analysis.

- i. The competitive thresholds associated with Federal procurements are distinct from the general competitive thresholds. See Exhibit 29.
- ii. Geographic requirements may be disallowed
- iii. Additional marketing to small or disadvantaged business segments may be required
- iv. Sole sources and emergencies may be subject to the validation/approval of the external funding source.
- v. In procurements where Federal grant funds are a consideration and the contract value exceeds \$10,000 the non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed, including but not limited to all contract modifications. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. A Price Negotiation Memorandum (Exhibit 3) may be required to accompany the Sole Source Procurement Data Sheet unless otherwise waived by the Funding Agency.
- vi. Prequalification may be disallowed
- vii. Piggybacking may be disallowed
- viii. Compliance with Davis Bacon Prevailing Wage determinations may be required for construction projects
- ix. Cost-plus pricing structure may be disallowed
- x. Brand specific requirements and/or standardizations may be disallowed

Note: The Uniform Guidance does not require a grantee to abandon a technology or instructional approach just because a similar technology or instructional approach would cost less. In some limited situations, specifying a "brand name" may not restrict competition under 2 CFR 319(a). If the County has already invested in a particular infrastructure or instructional framework, specifying a "brand name" compatible with the infrastructure or framework may be appropriate. However, the procurement regulations in 2 CFR 200.323 require the County to compete to find the lowest cost supplier of the technology or instructional approach.

Procurement transactions must be conducted in a manner providing full and open competition, as described in 2 CFR 200.319. As such, the

SECTION 8: GRANT FUNDED PROCUREMENT AND CONTRACTING



County must use a competitive process, as described in 2 CFR 200.320(d), unless the educational technology or instructional materials is truly only available from one source. If a particular software or hardware is required because of the county's existing technology infrastructure or instructional framework and the hardware or software is truly only available from one source, noncompetitive procurement may be appropriate. The County must maintain records documenting the rationale for why sole sourcing was used (2 CFR 200.318(i)).

Adopted from U.S. Department of Education FAQ dated 12/2016

- xi. Adequate competition, as defined by the funding source, may not consider "no-quotes" as quotes and may specify a minimum number of responses. For instance, Federal compliance requires two valid quotations but FEMA compliance requires three valid quotations to meet the definition of adequate competition.
- xii. For federally funded procurements only, the County must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists thereby assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

B. SUBMITTAL REQUIREMENTS – ADVANTAGE FINANCIAL

- 1. Departments shall submit a comprehensive scope of services or specification for review, approval and solicitation by the Procurement Division. Expedited Quoting at the department level will only be allowed for grant funded procurements at the micro-purchase and simplified acquisition threshold, up-to \$250,000, unless

SECTION 8: GRANT FUNDED PROCUREMENT AND CONTRACTING



public exigency applies. These shall be accompanied by a Federal Compliance Documentation Form (Exhibit 36).

2. When submitting a requisition in Advantage the user shall indicate the appropriate funding source by making a selection in "Reporting 3".
 - (1) Standard
Orange County Funded – Federal/State Funding or Reimbursement is not a consideration of this procurement.
 - (2) Federally Compliant
This shall apply to the following Procurements: (1) Federal Grant funded (2) Federal pass-through dollars (sub-recipient) (3) Federally Reimbursable Procurements (4) Procurements related to Disaster Preparedness, Response and Recovery.
 - (3) State Compliant
This shall apply to procurements required to comply with State Grant Requirements.

CAUTION:

Failure to make the appropriate selection may result in non-compliant procurement, funding disallowances and the possibility for major adverse impacts to the County.

3. When utilizing Master Agreements (Delivery Orders) users shall refer to "Reporting 3" to determine if use of the contract is allowed or disallowed for the specified funding source. For instance, most Master Agreements will not be State or Federally compliant and shall not be encumbered when utilizing State or Federal funding, this will be reflected in reporting 3 as follows:
 - (1) Standard
Federal Funding is disallowed. State Funding may be disallowed depending on the funding source.
 - (2) Federally Compliant
Approved for use for federally funded or reimbursable disaster, response and recovery (FEMA).

This shall also apply to project specific grant funded procurements or sub-recipient agreements which include Federal pass-through dollars.

Excluding FEMA, grant procurement shall be project specific/award specific. Departments shall not use prepositioned (continuing) contracts for federal grant procurements unless specifically approved by the funding source in writing or stipulated in the grant.

Example: If awarded a federal grant to paint a dilapidated facility you are disallowed from using the County's existing term contract for painting. The

SECTION 8: GRANT FUNDED PROCUREMENT AND CONTRACTING



procurement process associated with your grant needs to be tied to your grant award.

(3) State Compliant

Approved for use by the specified State Agency.

A list of Federally Compliant contracts will be maintained by the Procurement Division and shall be accessible by user departments. This list does not convey blanket approval for grant funded procurements. Each contract listed is (1) project specific / grant award specific or (2) prepositioned for disaster, response or recovery only.

CAUTION:

Utilization of a non-conforming contract may result in funding disallowances and the possibility for major adverse impacts to the County.

C. COMPLIANCE REQUIREMENTS

Departments shall be responsible for:

1. Complying with cost principles for the initial procurement and all change orders.
2. Development of independent estimates, if applicable
3. Development of price analysis/cost analysis, if applicable
4. Providing the Procurement Division with any Notices of Award, after-the-fact conditions or Modification of Award documents for the life of the grant.
5. Monitoring sub-recipients
6. Risk Assessments
7. Producing outcomes
8. Grant file close-out
9. All non-procurement related deliverables and requirements of the grant.
10. Compliance with all Orange County Administrative Regulations concerning grants and contract administration.
11. For Micro-purchase including P-Card transactions, to the extent practicable, the department must distribute purchases equitably among qualified suppliers.

All contractors/suppliers shall be checked in SAM.gov to ensure they are free of exclusions.

Micro-purchases, excluding P-Card transactions, shall be accompanied by a *Federal Compliance Documentation Form* (See Exhibit 36).

D. EMERGENCY ACTIVATIONS – FEDERALLY FUNDED OR REIMBURSED

SECTION 8: GRANT FUNDED PROCUREMENT AND CONTRACTING



1. Only Master Agreements listed in Advantage as “Federally Compliant” within Reporting 3 shall be utilized to support emergency activation, planning response and recovery. Additionally, a list of compliant procurements will be maintained and disseminated by Procurement Division.
2. The County’s Service Disabled Veteran Program will not be applicable.
3. The County’s Dislocated Workers Program will not be applicable.
4. Geographic requirements are disallowed.
5. Additional marketing to small or disadvantaged business segments may be required.
6. Sole sources and emergencies may be subject to the validation/approval of the external funding source or subject to public posting.
7. Pre-qualification is disallowed.
8. Piggybacking is disallowed

Note: Whereas the Federal Government **prohibits** piggy-back contracting (utilization of a 3rd party agreement), it **encourages** cooperative contracting (aggregating agency needs to secure volume pricing, efficiencies and cost savings for participating entities). As a result, the County may, after thorough written analysis, engage in cooperative contracting for grant funded procurements.

9. Cost-plus pricing structure is disallowed.
10. Brand specific requirements may be disallowed unless equivalents are allowed.
11. Exemptions from competition shall not apply.
12. The County’s non-competitive threshold shall not apply.
13. Adequate competition shall be defined as three (3) valid quotations. “No-Quotes” shall not qualify as quotes. Procurements with inadequate competition may advance if competition attempts are exhausted and sole source documentation is approved. **Note: all specific competition requirements shall be communicated to the Procurement Division at the time of submittal for consideration during the procurement process.**
14. In procurements where Federal grant funds are a consideration and the contract value exceeds \$10,000 the non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed, including but not limited to all contract modifications. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. A Price Negotiation

SECTION 8: GRANT FUNDED PROCUREMENT AND CONTRACTING



Memorandum (Exhibit 3) may be required to accompany the Sole Source Procurement Data Sheet unless otherwise waived by the Funding Agency.

SECTION 9: CONTRACT MODIFICATIONS AND TERMINATIONS



Modifications are written changes to a contract or purchase order that revise the quantities or make changes within the scope of services and may include an extension of time to complete the contract. A change order is a contract modification.

FORMAL CONTRACTS - MODIFICATIONS AFTER AWARD

- A. The Procurement Manager may authorize modifications for construction, and goods or services within the overall scope of the project or procurement up to the amount allowed by the Procurement Ordinance. If the amendment/change order exceeds the Manager's authority, Board approval is required. With the exception of design-build and construction manager contracts, each department/division will be responsible for presentation of construction change orders to the Board for approval on the Consent Agenda. Construction change orders for design-build and construction manager contracts will be presented to the Board by the Procurement Division. The department/divisions shall follow guidelines issued by the Procurement Division on the preparation of these agenda items.

When the amendment/change order requires Board approval, a Price Negotiation Memorandum (Exhibit 3) shall accompany the request when submitted to the Procurement Division.

- B. If a modification is outside the scope of the original project or procurement as determined by the Procurement Manager, a new formal solicitation must be issued unless soliciting would cause a significant delay or other adverse impact on the project. If a new solicitation would cause a significant delay or adversely impact the project, the user may seek to obtain the goods or services via an emergency procurement. Extension of time frames for completion of contracts may be authorized by the Procurement Manager.

C. **VERBAL ORDERS**

Under the following conditions, the Project Manager may issue verbal change orders to the contract:

1. To address bona fide emergency requirements. Emergency requirements are described as those requiring immediate action due to (1) an imminent or existing threat to the health, safety or welfare of persons or property and (2) conditions which poses serious economic damage to the County.
2. To ensure the continuity of critical elements of contract performance.

Any such verbal direction shall be confirmed in writing by the Project Manager to the Contractor within five (5) calendar days after issuance. A copy of the written direction shall be provided to the Procurement Manager with documentation in the form of an emergency justification to support the action taken. A formal change order and associated contract amendment, if applicable, will be negotiated in conjunction with the Procurement Division and shall succeed the written confirmation not later than thirty (30) calendar days after issuance of the verbal direction.

Board approval shall be obtained as applicable.

SECTION 9: CONTRACT MODIFICATIONS AND TERMINATIONS



PURCHASE ORDERS

A Change Order to a Purchase Order is handled in much the same way as the issuance of a Purchase Order. The department/division requesting the Change Order shall submit to the Procurement Division a Change Order Request (Exhibit 11) indicating the original purchase order number and the reason for the changes, i.e.; increase in quantity, addition of items, etc. A revised or new quote must accompany the change order form. Change order requests that list a price change with no explanation for the increase or decrease may be returned to the originator. A new requisition must be submitted for new FY encumbrances. Change orders will not be processed to extend services beyond the original PO service dates except in the instance of limited multi-year agreements such as leases, these shall include the number of periods being added once the budget is available. For instance "Months 13-24 of a 36 month lease". Change Orders must be processed for all increases of the original Purchase Order. Change orders are also required to close out documents that have an open balance.

TERMINATIONS

The Procurement Manager shall have the authority to terminate for convenience or default all contracts entered into on behalf of the Board of County Commissioners.

FEDERAL GRANTS

See Section 8, Grant Funded Procurement and Contracting and Exhibit 38, Guideline for Federal Funding Procurement Thresholds for additional guidance on contract modifications when using Federal Funds, specifically, Cost Principles, Independent Estimates and Price Negotiation.

SECTION 11: PROCUREMENT CARD PROGRAM



COMPETITION EXEMPTIONS

The following are exempt from the competitive requirements in accordance with the Procurement Ordinance:

- A. Agreements between the Board of County Commissioners and non-profit organizations or governmental entities including the procurement, transfer, sale or exchange of goods and/or services.
- B. Procurement of dues and memberships in trade or professional organizations; subscriptions for periodicals; advertisements; postage; paralegal services, expert witnesses, court reporters and specialized legal services; abstracts of titles for real property; title insurance for real property; real property; water, sewer, and electrical utility services; copyrighted materials; patented materials; art and artistic services; employment agreements; and fees and costs of job-related travel, seminars, tuition, registration and training.
- C. Goods and/or services given or accepted by the County via grant, gift or bequest.
- D. Goods purchased with petty cash in accordance with established County procedures.
- E. Purchases from State of Florida, Federal GSA Contracts or contracts awarded by any local, state, or national governmental agency, cooperative procurement organizations or procurement associations.
- F. Blanket purchase orders issued on an annual basis wherein the exact quantity of items or identification of specific items cannot be determined in advance.
- G. Items purchased for resale to the general public.

Such procurements, transactions and expenditures listed above shall be authorized by the Procurement Manager or designee. Such approval shall be requested utilizing the Purchase Order/Contract Documentation of Exemption Form (Exhibit 30).

Procurement transactions that involve monetary gifts, such as donations or other financial contributions, shall require prior approval by the Board of County Commissioners before the Procurement Division will authorize or execute the transaction. Note, this requirement does not apply to procurement of individual program participation incentives/gift cards under \$100/ea., provided the total value of the procurement is below the Board approval threshold.

Note, exemption from the competition requirement does not convey exemption from requesting a timely encumbrance before goods are delivered or services are rendered. A limited list of procurements may be submitted directly to finance without encumbrance. See Section 14: Invoices.

STANDARDIZATION

- A. Compatibility to existing equipment shall be an acceptable justification for waiver of bidding procedures provided the item meets the other criteria within the definition of sole source item (i.e.; available from only one source and only item that will produce the desired results).
- B. Where standardization is determined to be desirable by the Procurement Manager, the purchase of materials, supplies, equipment and certain contractual services may be made by negotiation. Approval levels stipulated in the County Procurement Ordinance shall apply to such purchases.

SECTION 11: PROCUREMENT CARD PROGRAM



In order to standardize a good/service, the department/division must supply the following information:

SECTION 11: PROCUREMENT CARD PROGRAM



1. the number and types of the same or similar equipment or systems currently in the user's inventory
2. reason(s) why the decision was made to standardize on a particular make or model. Qualified personnel should reach this decision after a comprehensive analysis of various equipment or systems. This analysis must be documented
3. discussion of operational advantages, if any, that the desired equipment/system has over comparable models and why these capabilities are essential to their mission
4. discussion of maintenance advantages, if any, that the desired equipment/system has over comparable models. Factors that should be considered include ease of maintenance; current skills of maintenance personnel; costs of additional training if another system or different equipment is procured; existing parts inventory; etc.

Departments/divisions are be cautioned that the conclusions they reach must be based on credible factors that are sufficient to withstand challenges from other manufacturers or their representatives and scrutiny by County authorities. Justification for the equipment/system must be signed or approved by an individual at the manager level or above.

All standardization requests must be approved by the Manager, Procurement Division.

ALTERNATE CONTRACT SOURCES (ACS)

- A. The Procurement Manager shall have the authority to join with other units of government in cooperative procurement ventures when the best interests of the County would be served and the purchase is in accordance with County Ordinances.
- B. Purchases in any amount may be made against established State of Florida, and Federal GSA contracts without bidding, provided they are in the best interest of the County. Minor dollar value optional items that are not covered by the utilized contract may be approved by the Procurement Division when adequate justification is provided. Optional items of significant dollar value will be procured separately. The determination as to whether an item is of minor or major dollar value will be made on a case-by-case basis by the Procurement Manager.
 1. State Contracts – Prior to requisitioning services or equipment (especially vehicles/large trucks with dealer options) against a state contract, the department/division must evaluate whether the contract includes **all** of their requirements. If all requirements are not covered, they must decide whether they want the entire purchase to be made on the open market or whether they want to use the state contract for the covered items only.
 2. Purchase orders for GSA contracts must be issued directly to the contractor that is listed on the contract. A dealer's offer to quote the GSA price does not equate to an order under a GSA contract since such orders are not supported by the terms and conditions of the contract. In essence, the dealer's quote is simply an open market price. A copy

SECTION 11: PROCUREMENT CARD PROGRAM



of the GSA contract is required, which may be in the form of a published price list with the applicable order, delivery, pricing and other terms included.

For GSA contracts other than those open to the County (designated as Cooperative Procurement contracts), the GSA contractor must provide a specific written affirmation that the contract and all of its terms, conditions and pricing shall apply to any order issued by Orange County.

Procurements in excess of \$50,000 utilizing a GSA Schedule shall be supported by a price analysis memorandum demonstrating pricing advantages offered by the schedule.

C. Piggyback purchases may also be made against contracts from other governmental entities provided the following criteria are met:

1. The work/services/commodities must be specifically with the scope of the contract and the contract must be **active**. A purchase cannot be made against a contract that has expired.
2. A bid tabulation, if solicited by an IFB, or scoring matrix if solicited by an RFP, proof of award, copy of the contract, and information whether the award was competitive or sole source must be supplied. If competitive, the file will be documented with information to support the competitive nature of the contract

Insurance and/or bonds, as applicable, in accordance with the County's standard procedures shall be obtained from the contractor for contracts involving: construction, services performed at a County facility or on County property or services performed for the County in which liability may be an issue and instances where commodities requiring frequent visits to County facilities/property.

D. ALTERNATE CONTRACT SOURCE APPROVAL PROCESSING

1. CONTRACT APPROVAL

Approval of Alternate Contract Sources shall be requested by submission of the Alternate Contract Source Approval Form (Exhibit 31) and all documentation specified therein to the Procurement Division for consideration. Approved alternate contract sources will be logged by the Procurement Division and accessible by County Departments and Divisions. Approval shall be at the contract level and not at the cooperative entity or agency level.

2. REQUISITION APPROVAL

Purchases requisitioned under Approved Alternate Contract Sources shall be accompanied by the Piggyback Requisition Checklist (Exhibit 32) and all documentation specified therein.

E. USE OF COUNTY CONTRACTS BY OTHER ENTITIES

At the option of the Contractor, use of County contracts may be extended to other governmental agencies, and non-profit organizations for piggy-backing.

SECTION 11: PROCUREMENT CARD PROGRAM



Each entity allowed by the Contractor to use a County contract shall do so independent of any other entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. The County does not endorse the use of any contractor and shall not be liable for any third-party transaction. The Contractor shall not be obligated to extend piggyback offers.

I INTRODUCTION

The Orange County Procurement Card Program is designed to improve efficiency in processing small purchases from any vendor that accepts the Visa credit card.

This program will allow the cardholder to purchase approved commodities and services directly from vendors. Each procurement card is issued in the cardholder's name and Orange County, which are clearly printed on the card.

The Procurement Division in partnership with the Comptroller are responsible for the overall management of this program.

A. PURPOSE

The purpose of these policies and procedures is to accomplish the following:

1. To provide an efficient method of purchasing and paying for goods and services not exceeding single-transaction limits. For travel card information and procedures, refer to Section I., D Responsibilities of Key Personnel and Section II, E. Division Travel.
2. To ensure procurement card purchases are in accordance with the County's policies and procedures.
3. To provide a convenient method for small purchases, payment consolidation, improved customer service, transaction costs reduction, streamlining processes and capturing spending information.
4. To reduce the time spent by Accounts Payable processing low dollar transactions.
5. To provide for disciplinary action if the procurement cards are misused (see Disciplinary Action Section).

The policies and procedures provided herein are minimum standards for department/divisions who may establish additional controls beyond those stipulated herein.

The procurement card has been proven to be an effective, and efficient method for small purchase procurements.

B. HOW IT WORKS

The Procurement Card program simplifies the procurement/disbursement process by allowing the cardholder to place orders directly with the vendor, and pay for allowable expenses for the cardholder. Division travel cards are issued to pay for allowable expenses for employees who do not have a regular County procurement card.

When a purchase authorization is requested by the supplier at the point-of-sale, the Visa Procurement Card system validates the transaction against preset limits. All transactions are approved or declined (electronically) based on the established procurement card authorization

SECTION 11: PROCUREMENT CARD PROGRAM



criteria. The authorization criteria may be adjusted as needed and may include, but is not limited to the following:

1. Single purchase limits
2. Monthly spending limits
3. Approved Merchant Category Codes

The Procurement Division shall establish standard profile of limits; such limits may be increased for selected positions based upon specific duty requirements. Any such increases shall be approved by the Procurement Manager, with a copy routed to the Comptroller/Accounts Payable. Consideration for a cardholder with increased limits shall be made by Department Directors or Division Managers via memorandum to the Procurement Manager, such requests shall include justification on the necessity.

The authorization process occurs through the electronic system that supports the procurement card processing services under the County's agreement with the issuing bank.

C. **TRAINING**

All cardholders shall complete training before they are issued a procurement or travel card. Transaction Approver/Division Representative must take the same training before they assume the responsibilities of this position. This training is also required for supervisors and division managers.

1. Participating in the Procurement Card Program is a privilege offered by the County. Inappropriate use or late submittal of statements may result in suspension or revocation of cardholder privileges (see Prohibited Usage and Disciplinary Action sections).

D. **RESPONSIBILITIES OF KEY PERSONNEL**

The following is a summary of responsibilities of the individuals and organizations involved in the Procurement Card Program:

Division Manager:

1. Request procurement cards/travel cards for designated employees (Exhibit 12)
2. Designate representatives responsible for authorizing charges

Cardholder:

1. Hold and secure procurement card **(Allow no one else to use the card)**
2. Order material and services
3. Collect and save sales receipts
4. Log transactions on the mandatory purchase log timely and monitor regularly for possible fraud transactions
5. Match receipts with monthly card statement and monthly mandatory purchase log
6. Review monthly statements for validity of all transactions
7. Sign monthly statements authorizing charges
8. Assign cost center codes (accounting lines) for each transaction
9. Identify disputed charges, file dispute with the bank and record on monthly mandatory purchase log
10. Provide Finance with supporting documentation for the dispute

SECTION 11: PROCUREMENT CARD PROGRAM



11. Provide Transaction Approver, also known as Division Representative with completed and signed monthly statement by the internal deadline set by the department/division
12. Surrender procurement card to Transaction Approver upon termination of employment

Division Travel Procurement Cardholder:

1. Purchase travel services such as airline tickets, hotel reservations, conference fees and training fees for employees of the department/division. Not allowed to be used for meals **or car rental charges.**
2. Hotels – a pre-authorization form may be required by the selected vendor. The cardholder must comply with the vendor's request.
3. Collect all receipts, approved Travel Request/Reimbursement forms (refer to Administrative Regulations 7.11 and 7.12), and all supporting documentation associated with the travel related purchase(s)
4. Match all receipts with monthly purchases, the monthly statement and monthly mandatory purchase log
5. Sign monthly statement authorizing charges
6. Assign cost center codes (accounting lines) to each transaction
7. Identify disputed charges, file disputes with the bank and record on monthly mandatory purchase log
8. Provide Finance with supporting documentation for the dispute
9. Provide Transaction Approver with completed and signed monthly statement by the internal deadline set by the department/division

Note: Travel forms are not required for virtual training sessions and webinars.

Transaction Approver, also known as Division Representative:

(It is not recommended for a Transaction Approver to also be a Cardholder. If a transaction approver is also a cardholder they are prohibited from approving their own transactions. The transaction approver MUST be authorized by completing an Orange County Procurement Card Transaction Approver/Division Representative Form. This form must be submitted by the applicable manager to Procurement and Finance)

1. Review monthly statement to verify charges are for a public purpose and verify that each transaction has supporting documentation
2. Sign the monthly statement authorizing charges
3. Assign or verify cost center codes (accounting lines) for each transaction
4. Assist in handling disputed items, verify appropriate action has been followed and included on the monthly mandatory purchase log. The Transaction Approver/Division Representative will also prepare a monthly log of the cardholders expected credits and disputed items for follow-up purposes and management's review
5. Forward statement and supporting receipts to Comptroller/Accounts Payable by program deadline
6. Serve as liaison with Comptroller/Accounts Payable and Procurement
7. Check budget availability to support purchases and process budget transfers as necessary
8. Collect cards from cardholders that cease employment (obtain and verify statement of all purchases prior to issuance of last payroll check)
9. Take immediate action to ensure cards are shredded, destroyed and cancelled when employees transfer, terminated or otherwise concludes employment with the County.

Procurement Card Program Administrator (Procurement Division)

SECTION 11: PROCUREMENT CARD PROGRAM



1. Coordinate issuance and cancellations of cards with issuing bank
2. Coordinate program policy issues
3. Participate in ongoing program reviews and recommended process improvements
4. Coordinate and maintain internal controls
5. Maintain policy and cardholder guides/manuals
6. Receive and issue cards
7. Review all procurement card requests
8. Pursue supplier discount opportunities
9. Provide initial and ongoing training to all cardholders and transaction approvers/division representatives
10. Prepare and send out notification letters of disciplinary actions to cardholder, transaction approvers/division representative, and Finance
11. Review transactions for possible misuse situations
12. Prepare and maintain a cardholder and transaction approver/division representative account userfile

Accounts Payable (Comptroller)

1. Receive approved monthly statements from all cardholders
2. Receive consolidated statement from issuing bank and confirm that all charges are authorized by cardholder and transaction approver/division representative
3. Notify divisions when approved monthly statements are not received
4. Pay all monthly charges from consolidated statement
5. Review accounting lines per transaction
6. File and store statements, receipts etc.
7. Participate in resolving supplier billing disputes
8. Coordinate program policy issues
9. Coordinate and maintain internal controls
10. Review transactions for possible misuse situations and report to the Procurement Division
11. Provide the Procurement Division with a list of possible cardholder and transaction approver/division representative violations
12. Participate in ongoing program reviews and recommended process improvements
13. Review and record cardholder suspensions or revocations
14. Suspend or revoke cardholder privileges subject to Procurement Division approval

Internal Auditor (Comptroller)

1. Conduct periodic operational and compliance audits

II. POLICIES AND PROCEDURES

A. LIMITATIONS ON USE OF PROCUREMENT CARD

1. CARDHOLDER USE ONLY

Only the employee whose name is embossed on the card may use the procurement card. **No other person is authorized to use the card.**

2. COUNTY PURCHASES ONLY

The procurement card is to be used for County authorized purchases only. **The procurement card cannot be used for any personal use. Any such use will require**

SECTION 11: PROCUREMENT CARD PROGRAM



immediate reimbursement and will result in disciplinary action, which may include dismissal (see Pages 10-13 and 10-14, Misuse of Procurement Card).

3. DOLLAR LIMITATIONS

- a. The division manager approving the assignment of a purchasing card will set two limits for each cardholder, a single purchase limit and a 30 day limit. The standard profile shall be \$10,000 for a single purchase and \$50,000 during the 30-day billing cycle. Requests for spending limit changes may be requested by the Division Manager or Department Director.

Important Note: The P-Card Limit is a County-Wide limit adopted at the direction of County Administration, adoption of a lower P-Card threshold at the Department/Division level is discouraged and results in impactful decreases to efficiency and reduces the County's eligibility for financial rebates (revenue intended to support the General Fund). Additionally, the P-Card program is insured to provide robust dispute capabilities and credits from the contracted banking institution, the requisition process does not provide these advantages. Requisitions shall be utilized for transactions over \$10,000 or transactions which are not viable with P-card.

- b. A purchase of multiple items under one transaction may be made, but the total purchase cannot exceed \$10,000. Charges for purchases shall not be split to stay within the \$10,000 single purchase limit, as this is considered pyramiding.

Notwithstanding, a vendor is not limited to \$10,000 in total transactions and there is no monthly or annual cap on using a vendor. As long as each transaction is for a separate, unrelated service and not intentionally split to avoid the \$10,000 single purchase limit, it is allowed.

EXCEPTION: Federally funded procurements shall not be classified as pyramiding violations if the cardholder has divided their total requirement, when economically feasible, into smaller tasks or quantities in an effort to engage multiple qualified suppliers or to pursue inclusion for small, minority, woman owned or labor area surplus firms.

- c. If a department engages in a structured service agreement—such as monthly preventive maintenance, quarterly services, or other scheduled services—the total cost for the full engagement must remain under \$10,000/annually as this counts as a single transaction. This means that the aggregate of all service periods within the agreement must not exceed the single-transaction limit.
- d. For P-Card transactions associated with federal funding such as micro-purchases or emergency activation, planning, response and recovery the following shall apply (See Section 8, Grant Funded Procurement and Contracting):
 - (1) To the extent practicable, the department must distribute purchases equitably among qualified suppliers. To this end departments are encouraged, but not required, to consider obtaining three quotations.

SECTION 11: PROCUREMENT CARD PROGRAM



- (2) All contractors/suppliers shall be checked in SAM.gov to ensure they are free of exclusions.
 - (3) Micro-purchase P-Card transactions, shall be documented on the Mandatory P-Card Log
 - (4) Federally funded projects meeting the federal definition of construction and exceeding \$2,000 shall be prohibited on P-Card.
- e. The Procurement Division Manager may from time-to-time authorize a Department or Division to hold "Emergency/Deployment P-Cards". These cards shall follow a prescribed chain-of-custody requiring a custodian and through documentation of authorized users. The cards shall be regulated as follow:
- (1) The custodian will receive and manage the emergency p-card(s) issued for the department.
 - (2) The new emergency p-card(s) must be activated before distribution to the authorized user by calling the number listed on the affixed sticker of the p-card.
 - (3) The Verification ID code for the card will be provided to the custodian.
 - (4) The PIN number will be chosen by the custodian during the activation process. The PIN will be provided to the authorized user of the emergency p-card.
 - (5) Upon notification of deployment, the custodian must notify the p-card admin immediately at 407-836-5843 or pcardadmins@ocfl.net.
 - (6) The emergency card limits will be established by the Procurement Division in coordination with the custodian.
 - (7) Procurement will notify the Bank that the card(s) will be in use so they can notate the account.
 - (8) The custodian will provide the authorized user a copy of the Emergency Purchasing Card Instructions, the emergency p-card, the PIN number, and a copy of the Florida Certificate of Exemption form.
 - (9) The custodian will have the authorized user sign the cardholder agreement and acknowledgement form that they will abide by the Procurement Card policies.
 - (10) Once the emergent timeframe has ended, the custodian will retrieve the card immediately from the authorized user along with the receipts and supporting documentation.
 - (11) The department custodian is responsible to notify the Procurement Division within 24 hours after deployment is complete and shall confirm the card is securely stored.
 - (12) The P-Card Program Administrator (Procurement) will change the card limits back to \$1.00.

SECTION 11: PROCUREMENT CARD PROGRAM



- (13) The custodian will reconcile the transactions to the appropriate accounting lines, enter transactions notes and sign off.
- (14) The department transaction approver will review and sign off on the allocations and send the statement packet to the Comptroller's office
- (15) If the emergency p-card is lost or stolen, immediately the Procurement Division at pcardadmins@ocfl.net or call us at 407-836-5843.
- (16) If the emergency p-card is declined while making a purchase, email the Procurement Division at pcardadmins@ocfl.net or call us at 407-836-5843.

- e. Cardholders shall be flagged by the Procurement Division for inactivity on a monthly basis. All P-Cards reflecting inactivity for a period of six (6) months shall be reduced to a \$1.00 transaction limit, unless otherwise authorized in writing by the Manager of the Procurement Division. All T-Cards reflecting inactivity for a period of twelve (12) months shall be reduced to a \$1.00 transaction limit, unless otherwise authorized in writing by the Manager of the Procurement Division. Cardholders shall be responsible for monitoring usage and periods of inactivity, if a card has been flagged for inactivity a cardholder shall email the Procurement Division at pcardadmins@ocfl.net or call 407-836-5843 prior to making a transaction to avoid a decline.

4. PAYMENT FOR CELL PHONES AND EQUIPMENT/ACCESSORIES

- a. Automated billing against the procurement card is prohibited. Cardholders should contact the vendor each time they want to charge cell phones or equipment/accessories to the procurement card.

5. OTHER CONDITIONS/USES

- a. All items purchased over-the-counter, by telephone or internet must be immediately available. Back orders are prohibited. All items purchased must be delivered by the vendor within the 30-day billing cycle. **Do not misinterpret this to mean delivery within 30-days. This refers only to the billing cycles.**

6. TRAVEL

- a. **Cardholders may use their procurement card for travel expenses with a completed and approved Travel Request/Reimbursement Form** (refer to Administrative Regulation 7.10-7.12). Authorized charges would be registration, training fees, airline tickets, hotel bills and parking for the cardholder ONLY. Meals, gasoline, dry cleaning, non-business phone calls/faxes, movie rentals, etc are prohibited.
- b. **DIVISION TRAVEL CARD:**
 - i. **Each division will have a travel card assigned to a designated individual who will purchase travel services for division employees who are not cardholders.** Purchases may be made to acquire airline tickets, hotel reservations, conference and training fees for employees of the division. **It**

SECTION 11: PROCUREMENT CARD PROGRAM



shall not be used for meals or car rental charges. The traveler must be prepared to pay for the additional charges.

- ii. The travel card may also be used to support travel by non-County personnel who are performing official County business. This card shall not be used to support contractor personnel at any tier.
- c. An approved Travel Request/Reimbursement Form (refer to Administrative Regulations 7.10-7.12) must be completed before placing any charges on the purchasing or travel card. A copy of this form shall be included with the cardholder monthly statement submitted to Finance.
- 7. Subscriptions, fees for certification/re-certification, membership dues in professional organizations are allowed on the procurement card; however, that person must countersign the supporting documentation (invoice/membership renewal form, subscription renewal form, etc).

8. PROHIBITED USES OF PROCUREMENT CARD

The following types of items **shall not** be purchased with a procurement card, regardless of the dollar amount.

- a. Gasoline, fuel, or oil for County or personal vehicles (Exceptions approved through Procurement)
- b. Cash advances
- c. Charges for telephone, cell phone, or utility services
- d. Any items or services available on a County term contract with the exception of purchases from the Countywide office supply contract
- e. Any additional goods or services specifically restricted by their department/division or by the Procurement Division
- f. Back orders (unless related to public safety commodities in short supply)
- g. Auto payments exceeding \$10,000 annually. Note: Cardholders shall monitor all recurring transactions monthly at minimum, failure to do so shall result in an infraction.
- h. Pyramiding
- i. Food purchases that are travel related
- j. Maintenance and service agreements in excess of the single-transaction limit
- k. Items purchased that do not serve a public purpose (includes purchases of a personal nature)
- l. Payment of invoices that include late charges/penalties or payments that circumvent the Non-Purchase Order process for Delivery Orders or Purchase Orders. Cardholders are cautioned that Florida Statutes prescribe

SECTION 11: PROCUREMENT CARD PROGRAM



prompt payment and any item accruing interest will be escalated to a non-purchase order.

See Local Government Prompt Payment Act F.S. 218.70

- m. Vendors who require payment through a PayPal account that is set-up with the procurement card. This does not apply to PayPal merchant invoices which do not require an account setup.
- n. E-Pass or Sun Pass charges
- o. Prohibited travel charges as identified in 6a
- p. Transactions that must meet the County's insurance requirements such as services performed on-site or hand delivered on-site (other than common courier delivery) shall ensure the vendor is approved for services on P-Card, a log of vendors with insurance approved by Risk Management shall be maintained by the Procurement Division and disseminated upon request. **Evidence of the vendor's pre-approval for p-card shall be attached to the Transaction Receipt in the form of a screenshot of the Vendor Insurance Log demonstrating that the vendor is in the "Approved" category with Compliant insurance that is valid on the date of the transaction. Vendors listed as Pending, Restricted or Expired shall not be used for services on County property.**

See:

Procurement Share folder on BOX.com.

Your assigned buyer will provide you access to this resource.

- r. Federally funded construction contracts in excess of \$2,000 (See Federal Definition of Construction)
Note: "Construction" means construction, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other real property. For purposes of this definition, the terms "buildings, structures, or other real property" include, but are not limited to, improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, cemeteries, pumping stations, railways, airport facilities, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, and channels. Construction does not include the manufacture, production, furnishing, construction, alteration, repair, processing, or assembling of vessels, aircraft, or other kinds of personal property. . ." See: 48 C.F.R. § 2.101 ("Definitions").
- s. Single-use products and plastic bags prohibited by Administrative Regulation 9.01.03, unless otherwise authorized by County Administrator, a Deputy County Administrator, or a Department Director.
- t. Monetary Gifts, Donations or Charitable Contributions (unless Board Approved) Note, this requirement does not apply to procurement of individual program participation incentives/gift cards under \$100/ea., such transactions shall require an exception form.

SECTION 11: PROCUREMENT CARD PROGRAM



The Procurement Division may, when operationally necessary, approve p-card exception requests for the exclusions above (Exhibit 26), in these instances written approval is obtained from Risk Management waiving the insurance requirements, utilizing the p-card exception form (Exhibit 26).

B. PROCEDURES FOR USE OF THE PROCUREMENT CARD:

Cardholders using the Procurement Card shall:

1. Ensure that the goods or services to be purchased are for a public purpose, within your authorized Merchant Category Code (MCC).
2. Ensure that goods are shipped to an official Orange County facility address unless otherwise documented by exception and approved by the Procurement Division.
3. Verify that the intended purchase is within cardholder's procurement card limit.
4. Inform the vendor that the purchase will be made using the VISA Procurement Card authorized by Orange County. Cardholder shall present County identification at time of purchase.
5. Inform the merchant that the purchase is sales tax-exempt in the State of Florida. Review the receipt before signing receipt, and if taxes were included, request a credit. The credit must be processed as a separate transaction and you must obtain a copy of the credit slip. The copy of the credit slip shall be submitted with the applicable statement for the incorrect billing and also with the statement containing the credit.
6. Monthly Procurement Card Purchase Log (Mandatory), shall be completed for each purchase made, and submitted to Finance with the monthly statement. The use of this form may reduce the likelihood that the cardholder will incur an infraction involving late invoices. Cardholder shall monitor all transactions authorized including any supplies on back-order or services delayed.

C. TELEPHONE/MAIL ORDERS:

1. If you place a telephone or mail order and sales taxes was charged or the billed amount is incorrect, contact the merchant and request that a credit be processed for the incorrect amount. A copy of the credit sales receipt is required.
2. Purchases made and for use in Florida are exempt from Florida sales and use taxes. The County's tax-exempt identification number is printed on the face of the procurement card. As with all County purchases, the cardholder must be diligent when dealing with merchants regarding taxes.
4. To ensure prompt delivery of items ordered by telephone or by mail, provide the vendor with the appropriate delivery information – do not use Post Office Box for "Ship to" addresses. Request that your name and "Ship to" address with room number (where applicable) be clearly marked on the outside of the package.
5. Instruct the vendor to send the sales receipt directly to the cardholder or the ship to address and **not to send an invoice to Accounts Payable.**
6. Inform the vendor that any shipping or delivery fees must be either included in the unit price – FOB: Destination, or listed as a separate item on the transaction.

SECTION 11: PROCUREMENT CARD PROGRAM



D. INTERNET ORDERS

1. Identify the purchase needed and determine if the transaction amount is within the approved single transaction limit.
2. Procurement Cards should only be used on secured internet sites. A secured site has a closed "lock" on the screen. If you do not see a lock, or if the lock is opened, then do not enter your procurement card information, as this is not a secure web site.
3. Locate the merchant's web site and place order.
4. Purchase goods/services and print all pages from the on-line order that details the item, quantity and total cost of the transaction to submit with your statement packet.
5. Purchases made and for use in Florida are exempt from Florida sales and use taxes. The County's tax-exempt identification number is printed on the face of the procurement card. Vendors can be located in Florida, but if the items are ordered and shipped from a location outside of Florida, you may be required to pay tax. As with all County purchases, the cardholder must be diligent when dealing with merchants regarding taxes.
6. Relay all pertinent information to supplier (name, card number, expiration date and a Orange County physical shipping address, not a PO Box). The "bill to" and "ship to" name and address should list the county department/division placing the order.
7. If an Internet purchase is a product that requires downloading, print out the electronic confirmation for submission with statement packet.
8. Inspect and verify order for accuracy, quality and price when merchandise arrives.
9. Retain shipping documents and receipts received with merchandise to also submit with your statement packet.

Amazon – Tax Exempt Account

The Procurement Division maintains a centralized Amazon account. Users must ensure all expenses are associated with the master Amazon account. For additional information contact pcardadmins@ocfl.net.

If an order gets charged tax, call 866-486-2360 (Amazon.com tax department) to get credit for the tax. The **tax exempt status does not apply to third party sellers on Amazon.com** in which the vendor sells and ships their own product. **You will need to contact these vendors directly to not be charged tax.**

E. MERCHANDISE RETURNS

Cardholder is responsible for managing any returns/exchanges and ensuring that proper credit is received for returned merchandise.

1. Contact the vendor and obtain instructions for return.
2. Review your next statement to ensure that your account is properly credited for the return (pending credit documentation is a requirement when submitting your statement and should be listed on the mandatory purchase log).

F. TRANSACTIONS REQUIRING ACCEPTANCE OF WRITTEN TERMS AND CONDITIONS (VENDOR CONTRACTS OR VENDOR AGREEMENTS)

SECTION 11: PROCUREMENT CARD PROGRAM



1. Cardholder signature authority is limited to signing receipts acknowledging goods received or services rendered. **Cardholder's do not have the authority to execute contracts.**
2. Transactions requiring execution of a contract that has been presented by a vendor/supplier shall be first submitted to the Procurement Division for review and approval. **Such agreements shall be sent to pcardadmins@ocfl.net for consideration.**

G. DIVISION TRAVEL CARD HOLDERS

1. Division travel cards shall be utilized for travel related purchases made for the Division employees that do not hold an Orange County procurement card.
2. Travel cards are to provide an efficient method of purchasing and paying for travel services not exceeding a single purchase limit of \$5,000 and a monthly spending limit of \$37,500.
3. Cardholders may use their travel card for travel expenses with a completed and approved Travel Request/Reimbursement Form (refer to Administrative Regulation 7.10-7.12). Authorized charges include registrations, training fees, seminars, airline tickets, hotel accommodations. Prohibited charges include meals, gasoline, dry cleaning, non-business phone calls/faxes, movie rentals, car rentals, parking.

H. DOCUMENTATION, RECONCILIATION AND PAYMENT PROCEDURES

1. **Documentation** – Any time a purchase is made with the procurement card, the cardholder shall obtain an itemized vendor's sales receipt, or detailed invoice. These items are required documentation therefore, the original invoice/receipt should be supplied to Comptroller/Accounts Payable with the monthly statement.
2. Working meals and travel related charges require additional completed forms supplied to Comptroller/Accounts Payable with the monthly statement (refer to Administrative Regulations 7.10, 7.11, 7.13 and 7.14).
3. **Missing Documentation** – If the cardholder is unable to obtain the sales receipt or invoice from the vendor, he/she must attach an explanation statement that includes a description of the item, date of purchase, vendor's name and why there is no supporting documentation. An email from the cardholder or transaction approver/division representative which includes the above information is acceptable as a missing documentation statement.

The monthly Procurement Card Purchase Log is a mandatory form. To properly document these deficiencies, this form must be submitted with the cardholder's monthly statement.

Instances of frequent abuse of this provision will result in suspension or revocation of the cardholder's procurement card privileges.

4. **Expenditures** – Purchases made by employees will be expensed by Accounts Payable once the cardholder certification and approving official verification has been completed and accounting numbers assigned for each transaction and verified.

SECTION 11: PROCUREMENT CARD PROGRAM



- a. Receipts: The itemized vendor's sales receipt for purchases must be supplied. When purchases are conducted by telephone, request the vendor to forward the receipt to you.

These receipts are to be stapled together (one staple, large clip, or rubber band) and included with the monthly statement in the order they appear on the statement (if the receipt is small, tape it to a letter sized piece of paper, if the receipt is printed on glossy, ncr paper, make a copy of the receipt and tape the original copy next to it). **Failure to keep adequate receipts will lead to the loss of procurement card privileges.** If receipts are lost or lack detail, provide a missing documentation statement.

- b. The statements will generally be accessible on-line on the 5th of each month and available for cardholder access for transaction notes and accounting line information until the statement deadline set by the Procurement Division, Comptroller/Accounts Payable, or the Procurement Card Administrator. This statement will have a listing of all items processed within the past 30 days of the billing cycle. Specific detail on accessing the website will be provided by the Procurement Division Program Administrator.
- c. The cardholder is required to review the statement and to note any errors on the bill. Any notes or justifications can be typed in the section located on-line available in each transaction section. The receipts will then be attached to the copy of the statement printed from the on-line website.

The cardholder signs the statement next to their printed name, certifying items purchased, assigns accounting lines, and forwards to the designated transaction approver/division representative within the internal deadline designated by the department/division after it is available on-line.

By signing the statement, the cardholder is certifying that all charges are appropriate, authorized, and supported by attached receipts. Noncompliance will result in suspension or revocation of cardholder privileges.

- d. The division's designated representative (transaction approver/division representative) reviews statements from cardholder, verifies accounting lines, verifies budget availability and signs and prints their name on the statement clearly identifying him/her as the division's designated representative. The division's designated representative will forward any "Statement of Disputes" with the applicable monthly statement to Accounts Payable for resolution with the issuing bank. By signing the statement, the transaction approver/division representative is also certifying that all charges are appropriate, authorized, and supported by required documentation; therefore, responsibility is also placed on the division's designated representative.
- e. Cardholder Absence: It will be the responsibility of the cardholder to provide his/her division's designated representative with the documentation for the statement, which will be prepared by this individual in the cardholder's absence. The division manager and/or designated representative will complete the statement, make a copy for the absent employee and forward to Accounts Payable. The cardholder can also contact Procurement or the Comptroller/Accounts Payable to bring their card limit down to one dollar during their absence, to reduce the risk of someone

SECTION 11: PROCUREMENT CARD PROGRAM



else using their card. **The original cardholder statement will be signed by the cardholder at the time he/she returns.**

Designate a specific location for the documentation necessary to process your statement and advise your transaction approver/division representative or designee of this location.

- f. The transaction approver/division representative will be responsible for the receipt of statements from all cardholders, verification of budget availability, verification of purchases, resolution of any questions on the purchases, signing the statements and forwarding complete cardholder statements with all attachments to Comptroller/Accounts Payable on or before the 25th of each month. If the statements are not received by the transaction approver/division representative in a timely manner, it will be his/her responsibility to contact the cardholder for immediate submission.
- g. All supporting documentation must be included in the statement packet in the order they appear on the statement and must be in the Comptroller/Accounts Payable office on or before the 25th of every month. If the 25th falls on the weekend or a holiday, the statement is due the prior business day.

I. APPROVAL

- 1. Based on their knowledge of the cardholder's responsibilities, the transaction approver/division representative shall review each purchase to determine if the purchase was for a public purpose and in accordance with these procedures.
- 2. If for any reason the transaction approver/division representative questions the purchase(s), it is his/her responsibility to resolve the issue with the cardholder. If they are not satisfied that the purchase was necessary and for a public purpose, the cardholder must provide a credit voucher proving item(s) were returned for credit. The transaction approver may also document the questionable transaction on the statement they are signing.
- 3. Resolution for improper use of the procurement card will be the responsibility of the transaction approver/division representative. **Unauthorized use of the procurement card will result in termination of card and privileges, and the cardholder shall be subject to disciplinary action up to and including termination of employment.**
- 4. **OTHER DIVISION APPROVALS REQUIRED**

Prior to making transactions for certain purchases the specifications must be coordinated with applicable divisions listed below. Documentation confirming that this review has been completed shall be submitted with the card statement reconciliation. This listing is subject to change.

TYPE OF EQUIPMENT/SERVICES	DIVISION REVIEW
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SECTION 11: PROCUREMENT CARD PROGRAM



Computer Equipment and Software (excluding mouse, keyboard and flash drives)	Information Systems and Services Division
Fire Extinguishers	Risk Management Division
Mobile Communication Devices	Information Systems and Services Division
Geographic Information Systems	Geographic Information Systems Division
Automated External Defibrillators (AED) for County Facilities.	Health Services Department
Financial Auditor	Procurement Division
Grant Writing Consulting Services	Office of Management and Budget
Single-use products and plastic bags prohibited by Administrative Regulation 9.01.03	County Administration or applicable Department Director
Drones or other unmanned aerial devices	Risk Management Division and Information Systems and Services Division
Procurement transactions that involve monetary gifts, such as donations or other financial contributions	Board Approval Note, this requirement does not apply to procurement of individual program participation incentives/gift cards under \$100/ea., such transactions shall require an exception form.

J. DISPUTES/UNAUTHORIZED CHARGES

1. If a charge appears on a monthly statement in error or is incorrectly billed, the cardholder must first attempt to contact the vendor immediately. If the cardholder cannot obtain a credit from the vendor, they should complete the dispute form supplied by the bank and follow the required procedures. The cardholder is responsible for handling the dispute initially. The transaction approver/division representative shall verify that the dispute was handled properly. The dispute form should be forwarded with the statement that the dispute charge appears **and** with the statement that includes the resolution (credits or price adjustments).
2. If items purchased with the procurement card are found defective or the repair or services faulty, the cardholder has the responsibility to return item(s) to the vendor for replacement

SECTION 11: PROCUREMENT CARD PROGRAM



or receive a credit on the purchase. If the vendor refuses to replace or correct the faulty item, the purchase of this item will be considered to be in dispute.

K. REQUEST FOR PROCUREMENT CARDS, DIVISION TRAVEL CARDS OR CHANGES TO PROCUREMENT CARD

1. All requests for new cards or changes to current cardholder information will be submitted on the "Request for Procurement or Travel Card" form. This form shall be signed by the division manager. The form will be submitted to the Procurement Card Program Administrator in the Procurement Division and to Comptroller/Accounts Payable for cardholder and transaction approver/division representative verification. Procurement cards may be issued to individual employees who frequently purchase goods and services.
2. When procurement cards are received at the Procurement Division from the bank, the cardholder will be required to complete orientation training and execute the cardholder agreement before issuance of the card. All cards issued shall be signed by the cardholder.
3. The procurement card will contain the employee's name, the County's name, the applicable tax exemption number and the expiration date embossed on the face of the card.

L. LOST OR STOLEN PROCUREMENT CARDS

1. If a procurement card is lost or stolen, it is the responsibility of the cardholder to immediately notify the issuing bank, the Procurement Card Program Administrator and Comptroller/Accounts Payable. The telephone number of the issuing bank will be provided when the procurement card is issued to the cardholder. Telephone notifications will be confirmed in writing using the Procurement Card Notification of Lost or Stolen Card form. Failure to promptly notify the issuing vendor of the theft, loss, or misplacement of the procurement card may result in the County being liable for any fraudulent use of the card and loss of privileges for the cardholder. Disciplinary action as appropriate may be taken against the cardholder.

M. TERMINATION/TRANSFER

1. Cardholders whose employment is terminated must return their procurement card on or before separation. The card will be returned to the Procurement Card Program Administrator through the respective transaction approver/division representative in a secure manner.
2. Termination of Procurement Card. Upon receipt of the card, the Procurement Card Program Administrator will take timely action to deactivate the card and destroy it. A cardholder who uses a procurement card after separation shall be subject to legal action.
3. The transaction approver/division representative, supervisor, manager or higher authority must be aware of circumstances, which may require the termination of a cardholder's rights beyond what has been specifically cited in these procedures.

A manager should consider termination of an employee's procurement card when the following situations occur:

- a. Employee has been identified for termination.

SECTION 11: PROCUREMENT CARD PROGRAM



- b. Employee is scheduled to take an extended leave from County employment (can also reduce the card limit to one dollar until the cardholder returns).
 - c. Employee is charged with a felony offense or a misdemeanor involving fraud.
 - d. Employee is or will be hospitalized for an extended period (can also reduce the card limit to one dollar until the cardholder returns).
 - e. Employee will be absent from the duty section for an extended period for any other reason.
4. Any cardholder transferred from one division to another within the County shall return their procurement card to the respective transaction approver/division representative for shredding and destruction and account cancellation. The form entitled "Procurement Card Termination Form" is for this purpose, the form shall be transmitted to PcardAdmins@ocfl.net. The Procurement Card Program Administrator will take timely action to deactivate the card.
 5. Procurement cards canceled for any reason shall be deactivated, shredded and destroyed.

N. **CARDHOLDER COMPLIANCE WITH REPORTING AND USE REQUIREMENTS**

Delinquent Statements:

A cardholder is in violation when they fail to submit the statement along with the required documentation, including all applicable reconciliation functions by the deadline set by the Procurement Division and Comptroller/Accounts Payable.

1. First Occurrence - Written Notice of Warning to the cardholder from Comptroller/Accounts Payable.
2. Second Occurrence – Infraction Letter to the cardholder from Comptroller/Accounts Payable.
3. Third Occurrence – Refer infraction to Procurement for three (3) month suspension.
4. Fourth Occurrence - refer infraction to Procurement for six (6) month suspension.
5. Fifth Occurrence – refer infraction to Procurement for twelve (12) month suspension.
6. Sixth Occurrence – refer to Procurement to permanently revoke cardholder privileges.
7. All warnings and infractions will be noticed to the cardholder and copied to the Division Manager, Transaction Approver/Division Representative, Procurement Manager, and Procurement Card Administrators.

Misuse of Purchase Card:

Procurement Card misuse includes, but is not limited to, pyramiding, other unauthorized purchases, and use of the card by someone other than the cardholder (including their staff or clerical support). The cardholder will receive notice informing them of the infraction and providing

SECTION 11: PROCUREMENT CARD PROGRAM



them the opportunity to respond with any additional information that might clarify the situation. If acceptable information is received, the infraction notice will be withdrawn. If no information is received or the information received is unacceptable, the warning will remain and future offenses will be handled as specified in this section.

1. First Occurrence - Written Notice of Warning to the cardholder.
2. Second Occurrence – Infraction letter to the cardholder.
3. Third Occurrence – Infraction letter to notify cardholder of a three (3) month suspension of cardholder privileges and mandatory procurement re-training.
4. Fourth Occurrence – Infraction letter to notify cardholder of a six (6) month suspension of cardholder privileges and mandatory procurement re-training.
5. Fifth Occurrence – Infraction letter to notify cardholder of twelve (12) month suspension of cardholder privileges and mandatory procurement re-training.
6. Sixth Occurrence – Notification of permanent revocation of cardholder privileges.
7. All suspension, revocations or terminations will be noticed, by the Procurement Division, to the cardholder and copied to the Division Manager, Transaction Approver/Division Representative, Procurement Card Administrator and Accounts Payable.

Any cardholder who demonstrates a lack of responsibility by failing to meet the overall requirements of the procurement card program will have their cardholder privileges permanently revoked.

Note: These requirements do not supersede Orange County Personnel Policy and cardholders may be subject to further disciplinary action.

Personal Use of Purchase Card

While each cardholder must clearly understand that personal purchases via the county's purchase card are strictly prohibited, there may be certain instances in which an inadvertent or unintentional personal purchase is made. For these situations, the following steps must be closely followed:

1. Timeliness of Reimbursement – Cardholder must reimburse the county not later than one (1) business day following the transaction date.
2. Statement of Facts – In a typed, signed and dated memorandum, Cardholder shall document and submit the following information to the Procurement Card Administrator (Procurement Division) within one (1) business day following the transaction date:
 - a. Circumstances leading to the unintentional or inadvertent purchase to include a full explanation of the incident and how it occurred, nature and cost of purchase, and location of vendor/establishment where purchase was made.
 - b. Memorandum shall be countersigned and dated by the division manager under the statement – "I concur with the statement of _____ that this purchase was unintentional or inadvertent as detailed in Statement of Facts."

SECTION 11: PROCUREMENT CARD PROGRAM



Submission of the above documentation within the time prescribed above may limit suspension of the cardholder's privileges to three (3) months. The cardholder may be subject to the permanent revocation of privileges if (1) the information is not submitted within the time period required or (2) the manager refuses to concur with the cardholder's Statement of Facts.

If the cardholder's privileges are suspended for three (3) months, reinstatement shall only be approved if the manager requests such in writing upon expiration of the suspension period.

Note: These requirements do not supersede Orange County Personnel Policy and cardholders may be subject to further disciplinary action.

O. **REBATES, DISCOUNTS, GIFT CARDS/CERTIFICATES AND OTHER INCENTIVES**

Any rebates, discounts, gift cards/certificates or similar incentives received from merchants based on purchases made by the cardholder belongs to the County and shall be submitted to the division manager or authorized representative for official use. **These incentives shall not be used by the individual cardholder for personal use. Use of such incentives for personal gain is considered fraud and will result in appropriate disciplinary action up to and including termination of employment.**

P. **AUDITS**

This program is subject to periodic audits by the Comptroller.

SECTION 12: PROTESTS AND LOBBYING



On October 15, 2002, the Board of County Commissioners passed Ordinance 2002-15 that addresses posting, protest and lobbying for County solicitations. The protest and lobbying procedures are as follows:

PROTEST PROCEDURES

A. General

A protest is only valid if submitted no later than the fifth full business day after posting of the award recommendation at the Procurement Division. Agenda items/recommendations of award shall be posted for a period of five full business days. Challenges to award actions **prior** to or **after** this period are not valid. **The Contracting Agent (CA) ensures that the agenda item/recommendation of award remains posted to allow for the five business days to conclude. The CA will ensure that the item is removed from the BCC agenda until the protest has been resolved.**

Upon receipt of a protest, the CA, their supervisor, and the Procurement Manager will meet to discuss the protest and resolution strategy. Notices of all meetings with the protester to resolve the protest will be publicly posted.

The following situations shall not be the basis for a protest:

- (1) Decision to refuse to consider a bid or proposal received beyond the date/time established in the solicitation;
- (2) The decision to cancel a solicitation.

B. Invitation for Bids

An award recommendation/agenda item shall be posted at the Procurement Division no less than three (3) full business days after the decision to recommend award to a bidder is made. Any notice of protest must be submitted not later than 5:00 p.m., local time, on the fifth full business day after posting of the award recommendation in order to be valid. The item shall remain posted for the entire five full business days. **Failure to comply with this time limit renders the protest invalid.** The notice of protest must be in writing and must identify the protester, the IFB number and Title and contain a factual summary of the basis of the protest.

A formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after the date of submittal of the notice of protest. **Failure to comply with this time limit renders the protest invalid.** The formal written protest shall:

1. identify the protester and the solicitation involved
2. clearly state the grounds on which the protest is based
3. refer to the statutes, laws, ordinances or other legal authorities, which the protester deems applicable to such grounds

SECTION 12: PROTESTS AND LOBBYING



4. specifically identify the relief to which the protester deems himself/herself entitled the protester shall mail a copy of the notice of protest and formal written protest to all other bidders and shall provide the Procurement Manager with evidence of this mailing. A formal written protest is considered filed with the County when the Procurement Division receives it. **Failure to file the notice of protest and subsequent written formal protest within the time period specified shall result in the waiver of any right to protest.**

Resolution by the Procurement Manager

1. The Procurement Manager will meet with the protester after receipt of a timely formal protest to attempt to resolve the protest (Protest Review). A letter establishing the date and time for the Protest Review will be issued.
2. The Procurement Manager will issue a written decision to the protester with copies to all other bidders.
3. The protester may appeal the decision, in writing, to the Procurement Manager no later than 5:00 p.m. on the fifth full business day after the date of the decision. This appeal elevates the matter to a formal protest hearing.
4. If an appeal is received, a letter will be sent to the protester informing the protester of the date, time, and location of the protest hearing with a copy to all other bidders. A copy of the meeting's agenda and the protest will be attached to the letter. A courtesy copy of the letter will be provided to the members of the protest committee along with a copy of the IFB, bids(s) involved, formal protest, and agenda. **(A public meeting notice is required for the hearing)**. The protest committee consisting of the Procurement Manager (non-voting chairperson), representatives from the County Attorney, County Administration, the user department (applicable division manager), and the Business Development Division will convene on the date/time/location arranged to resolve the protest (Protest Hearing).
5. At the protest hearing, the protester and any other actual or prospective bidders allegedly aggrieved by the award recommendation will be allowed to make an oral presentation. During the protest hearing, the agenda will be closely followed. The entire meeting is a public meeting which shall be held and recorded in accordance with Florida Statutes and the County's Administrative Regulations.
6. Upon completion of deliberations, the Procurement Manager will document and distribute the committee's decision and each member will sign and date the Protest Hearing Form (Exhibit 27). This form will be included in the official contract file.
7. The award recommendation/agenda item shall be revised to incorporate information on the protest and its resolution.
8. The decision of the protest committee shall be final and conclusive unless the protester submits a letter of objection to the Board as outlined below or a party commences action in court.
9. A bidder who has protested a competitive bid procurement requiring Board approval may appeal to the Board if he/she believes the protest committee's decision is unfair or incorrect. To exercise this right, the protester must provide a letter of objection with all attachments (if any) to all Board members objecting to the protest committee's decision no later than 5:00 p.m. on the fifth full business day after the date the Procurement

SECTION 12: PROTESTS AND LOBBYING



Manager issues the protest committee's written decision. The written decision shall be the final agenda item, which shall include a synopsis of the protest, and its resolution.

See Procurement Ordinance Section 17-313(g)(1) for specific information that must be included in the letter of objection. The bidder shall simultaneously deliver duplicate copies of the letter of objection with all attachments (if any) to the County Administrator, County Attorney and the Procurement Manager.

10. The Procurement Division shall ensure that a copy of the letter of objection is provided to all other bidders. Thereafter, the protester and any other bidders may lobby members of the board. Inquiries about lobbying requirements, procedures and restrictions shall not be addressed by the Procurement Division. Individuals requiring information on this issue shall be referred to the County Attorney's Office.

C. Request for Proposals

A letter of protest must be received no later than 5:00 p.m. on the fifth full business day after posting of the agenda item. The agenda item shall be posted for five full business days. Failure to comply with this time standard renders the protest invalid. **The protest letter must specifically delineate the alleged omission, error, mistake or incorrect evaluation, and include a suggested remedy, which could be administered by the procurement committee.**

Note that the procurement committee used to evaluate the proposals shall also hear and resolve the protest. **A notice of intent to protest is not applicable to a protest resulting from an RFP.**

Procurement Division staff will schedule and attend the protest hearing and confirm the protest hearing by letter to the protester with a copy of the agenda and any other pertinent documents. Courtesy copies of the letter will be provided to other interested parties and members of the procurement committee with a copy of the protest, agenda and any other pertinent documents. The protest hearing scheduling letter must be posted.

The protestor, their representative or counsel and any other parties affected by the procurement committee's evaluation, may make an oral presentation at the protest hearing. The protest is public meeting which shall be held and recorded in accordance with Florida Statutes and the County's Administrative Regulations.

Upon completion of the deliberations, the committee will document their decision on the Protest Hearing Form (signed by all members) and the final agenda item documenting the protest and its resolution will be issued to Agenda Development.

The decision of the procurement committee shall be final and conclusive unless the protester submits a letter of objection to the Board or a party commences action in court.

A proposer (protestor) who has protested a competitive proposal procurement **requiring Board approval** may appeal to the Board if he/she believes the procurement committee's decision is unfair or incorrect. To exercise this right, the protester must provide a letter of objection with all attachments (if any) to all Board members objecting to the protest committee's decision **no later than 5:00 p.m. on the third full business day after the date the Procurement Manager issues the procurement committee's written decision.**

The written decision shall be the final agenda item, which shall include a synopsis of the protest, and its resolution. See Procurement Ordinance 17-313-1(f)(1) for specific information that must

SECTION 12: PROTESTS AND LOBBYING



be included in the letter of objection. The protester shall simultaneously deliver duplicate copies of the letter of objection with all attachments (if any) to the County Administrator, County Attorney and the Procurement Manager.

Procurement Division staff shall ensure that a copy of the letter of objection is provided to all other proposers.

Thereafter, the protester and any other proposers may lobby members of the Board. Inquiries about lobbying requirements, procedures and restrictions shall not be addressed by the Procurement Division. Individuals requiring information on this issue shall be referred to the County Attorney's Office.

LOBBYING PROCEDURES

A lobbying blackout period begins upon issuance of the solicitation and continues until the Board selects the successful proposer/bidder. For procurements that do not require Board approval, the blackout period starts when the solicitation is issued and ends upon contract award. Proposers/bidders are allowed to lobby the Board only if a final decision has been made on their protest and if they are appealing the decision on that protest to the Board of County Commissioners.

SECTION 13: PROCUREMENT OF DESIGN-BUILD SERVICES



A. Award of Design-Build Contracts

Contracts for the design-build of public construction projects for the County and independent agencies that utilize the services of the County's Procurement Division shall be awarded in accordance with this procedure.

B. Definitions

For the purpose of this procedure, the following terms have the meanings indicated:

1. Design-Build

As defined by Orange County Procurement Ordinance 92-26, "The requirement for which a single contract with a Design-Build firm is entered into for the design and construction of a Capital Improvement construction project." Further, providing one single administrative entity (a firm as defined herein) responsible for design and construction under one contract where architectural and engineering services are performed by a registered architect or professional engineer and where construction services are performed by a certified or registered contractor.

2. Design-Build Contract

A single contract with a design-build firm for the design and construction of a public construction project.

3. Design-Build Firm

A partnership, joint venture, corporation or other legal entity which:

- a. is certified under Florida State Statute 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as a qualifying agent, or is certified under Florida State Statute 471.023 to practice or to offer to practice engineering, or is certified under Florida State Statute 481.219 to practice or offer to practice architecture; or certified under Florida State Statute 481.319 to practice or offer to practice landscape architecture; or
- b. has among the principal parties to the legal entity a principal party which is certified under Florida State Statute 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as a qualifying agent; or among the parties to the legal entity a principal party which is certified under Florida State Statute 471.023 to practice or to offer to practice engineering, or is certified under Florida State Statute 481.219 to practice or to offer to practice architecture; or certified under Florida State Statute 481.319 to practice or offer to practice landscape architecture.

4. Design Criteria Package

Concise, performance-oriented drawings or specification of the public construction project defining the design and construction requirements.

SECTION 13: PROCUREMENT OF DESIGN-BUILD SERVICES



The purpose of the design criteria package is to furnish performance criteria and sufficient information so as to permit design-build firms to prepare competitive technical and price proposals in response to the County's Request for Proposals, in order to permit the County to enter into a negotiated design-build contract. The design criteria must be issued with the RFP on all competitive projects solicited via the competitive proposal process. For a qualifications based process, the design criteria package shall be provided to the top ranked firm after Board approval, if necessary [See Florida State Statute 287.055(10)(c)]. The design criteria package must specify such performance based criteria for the project and must include but is not limited to:

- a. the legal description of the site
- b. survey information concerning the site
- c. interior space requirements
- d. material quality standards
- e. schematic layouts and conceptual design criteria of the project
- f. cost or budget estimates
- g. design and construction schedules
- h. site development requirements
- i. provisions for utilities, storm water retention and disposal, and parking requirements, as may be applicable to the project.

The firm to whom the design-build contract is awarded will be responsible for creation of the project design based on the criteria in the design criteria package.

5. Design Criteria Professional

A firm or individual who holds a current certificate of registration under Florida State Statute 481 to practice architecture or landscape architecture, a firm or individual who holds a current certificate as a registered engineer under Florida State Statute 471 to practice engineering and who is employed by or under contract to the County for the furnishing of professional architectural or engineering services, in connection with the preparation of the design criteria package.

The design criteria professional shall not be eligible to render services under a design-build contract on a project for which the design criteria professional has prepared the design criteria package.

At the discretion of the County, the design criteria professional may be consulted:

- a. during the evaluation process to review and evaluate the design-build firms' performance qualifications, technical and price proposals;
- b. during the review and evaluation of the detailed design and construction plans and specifications; and
- c. during the construction work performed by the design-build firm for compliance and conformance with the requirements and provisions of the design criteria package and the design-build contract documents.

SECTION 13: PROCUREMENT OF DESIGN-BUILD SERVICES



C. Use of Design-Build Contracts

The Procurement Manager will determine if the design-build method is appropriate for a particular requirement. In making the decision, the Procurement Manager will determine whether design-build or contracting separately for professional design and construction services is in the best interest of the County by considering the following factors:

1. the potential for project cost savings and /or cost reduction;
2. the need or potential for reducing the time to complete the project;
3. the need or potential for enhancing revenue production by expediting completion, activation and operational use of the project;
4. the need or potential to expedite the completion, activation and operation of the project due to public service considerations or user division operational needs and requirements;
5. the potential for collaboration to develop designs and construction methodology that could provide a project with enhanced qualities of aesthetics, innovative use of materials, economy of construction, operational efficiency, and/or functional effectiveness;
6. The need or potential for protecting, preserving and enhancing the health, safety and welfare of the public.

D. Procurement Procedures for Design-Build Contract Services

Upon the decision to utilize the design-build contracting method for a specific project, the procurement and contracting of design-build contract services shall be in accordance with the following procedures:

1. Competitive Proposal Selection Process

a. Design Criteria Package – This is the preferred process.

The Design Criteria Professional employed or contracted by the County shall prepare, produce and seal a design criteria package for use by the County in:

- i. soliciting design-build firms;
- ii. providing a basis for determining and selecting the most highly qualified design-build firms;
- iii. soliciting competitive technical and price proposals from design-build firms; and
- iv. providing a basis for awarding a design-build contract.

SECTION 13: PROCUREMENT OF DESIGN-BUILD SERVICES



b. Requests for Proposals

The Request for Proposals should contain, as a minimum:

- i. a copy of the design criteria package prepared by the design criteria professional who is under contract with or employed by the County;
- ii. the scope of services to be provided by the design-build firm during the performance of the design-build project, including the schedule and time period in which the design-build services are to be completed;
- iii. the insurance coverages and bonding requirements;
- iv. instructions covering the required form, content and manner in which the qualifications statement, technical proposal and price proposal are to be submitted to the County;
- v. the evaluation criteria and proportional weighting to be used to evaluate the proposals;
- vi. draft design-build contract, including general and supplemental terms and conditions;
- vii. any other information the County deems appropriate to the selection process.

The County shall provide adequate notice of its intent to solicit design-build services in a manner consistent with the Procurement Ordinance 92-26, Part IV, Competitive Sealed Proposal Process.

2. Review and Evaluation of Qualifications Proposals

The Procurement Committee shall review and evaluate all responsive proposals which have been received prior to the announced deadline. This evaluation shall include a determination that the firms submitting proposals meet the design-build firm definition. Qualifications of the firm and key personnel shall be considered for the design team as well as the construction team.

3. Review and Evaluation of Technical and Price Proposals

Firms responding to the Request for Proposals shall submit a technical and price proposal, in addition to other required documents. The Procurement Manager may elect to require separate submissions of qualifications, technical proposals and price proposals depending on the complexity and nature of the requirement.

a. Technical Proposal

- i. The technical proposal shall be based on the design criteria package and the other information and requirements set forth in the County's Request for Proposal package.
- ii. A Technical Evaluation Team, consisting at a minimum of the Manager and one representative of the Project's primary user division, a representative selected based on technical expertise and other staff as needed, shall convene at the call of the Procurement Manager who shall chair, as a non-

SECTION 13: PROCUREMENT OF DESIGN-BUILD SERVICES



voting member, the evaluations of the technical proposals. The Design Criteria Professional may also be requested to attend this meeting as a non-voting technical resource, this resource may be engaged for subject matter expertise but may not participate in discussions unless prompted by a member of the committee. This Technical Evaluation Team shall evaluate the technical proposals submitted by each proposer and shall present its evaluations and recommendations regarding the technical proposals to the Procurement Committee at its regularly scheduled meeting.

- iii. The content and form of the technical proposal should present a clear, comprehensive and well documented representation, understanding and commitment of how the design-build firm proposes and intends to implement and fulfill the requirement set forth in the design criteria package and other stated requirements of the design-build contract; and how they intend to manage, administer, coordinate, carry-out or otherwise complete all phases, elements, needs and requirement of the design-build project with special emphasis on design quality control and construction quality assurance. The design-build firm should demonstrate how it will implement the requirements and provisions of the design criteria package and other stated contract requirements pursuant to the intended design-build contract and include in the technical proposal such information including but not limited to: preliminary designs, plans and specifications, and schedules for design and construction.

The technical portion of the proposal should contain sufficient information to enable the Technical Evaluation Team to evaluate each of the criteria to be used in scoring the technical proposals.

- iv. The evaluation of the technical proposals shall be done on the basis of the relative weighting factors for components of the projects, as included in the Request for Proposals.

The Technical Committee shall provide a recommendation to the Procurement Committee. The Procurement Committee retains the right to accept, reject or revise the recommendation of the Technical Committee.

b. Price Proposal

The price proposal shall consist of either a lump sum, fixed fee amount or a guaranteed maximum not to exceed price.

The price proposal shall be based upon and include all costs or expenses to be incurred by the design-build firm in implementing, fulfilling and completing all aspects of the design-build project, including but not limited to the design, plans approval, permitting, construction and activation of the project, in accordance with the requirements and provisions of the County's design criteria package, the requirements set forth in the County's Request for Proposals, the stated requirements pertaining to the design-build contract and the requirement of all agencies or organizations having jurisdiction for project plans review, permit approval or the design, construction, occupancy, activation, use or operation of the

SECTION 13: PROCUREMENT OF DESIGN-BUILD SERVICES



project, or use of the property on which the project is located. The price proposal, in addition to all direct costs and expenses, shall include all other costs and expenses including but not limited to such costs as design and engineering services, the design-build firm's general, administrative and overhead costs, project management and supervisory costs, all fees, charges and taxes, labor, direct and indirect payroll costs, insurance and bond costs, cost of equipment, materials, tools, transportation, and service fee (profit).

The price proposal shall be submitted with the firm's proposal and publicly opened at the date and time indicated in the RFP. Price proposals exceeding the County's budget amount may be rejected from further consideration or alternately; negotiations may be conducted with the selected design build firm.

The amount of each competitive price proposal should be evaluated by the Procurement Committee using Section 7 of the Orange County Procurement Procedures Manual, Page 3, Option 2 as a guide.

4. Design-Build Contract Award

The Procurement Committee shall submit, through the Procurement Division, an alphabetical listing of the short listed firms, providing score sheets as back-up, to the BCC for selection of one firm and two ranked alternates, if available, and approval to negotiate and award a design-build contract with the selected firm, provided the final negotiated price does not exceed the price submitted in their proposal.

Prior to award and execution of the design-build contract, the County may negotiate minor changes in the technical proposal and contract price for the purpose of clarifying and/or refining the project requirements and the services to be performed and/or the work to be done.

D. Qualification-Based Selection Process

This is not the preferred process. It shall only be used when there are compelling reasons for this approach.

1. Design Criteria Package

The Design Criteria Professional employed or contracted by the County shall prepare, produce and seal a design criteria package for use by the County in;

- a. negotiating with the selected design-build firm;
- b. obtaining a technical and price proposal from the selected design-build firm;
- c. Providing a basis for awarding a design-build contract.

2. Requests for Proposals

- a. The Request for Proposals should contain, as a minimum:

SECTION 13: PROCUREMENT OF DESIGN-BUILD SERVICES



- i. the scope of services to be provided by the design-build firm during the performance of the design-build project, including the schedule and time period in which the design-build services are to be completed;
- ii. the insurance coverages and bonding requirements;
- iii. instructions covering the required form, content and manner in which the qualifications statement is to be submitted to the County;
- iv. the evaluation criteria and proportional weighting to be used to evaluate the proposals;
- v. draft design-build contract, including general and supplemental terms and conditions;
- vi. any other information the County deems appropriate to the selection process.

The County shall provide adequate notice of its intent to solicit design-build services in a manner consistent with the Procurement Ordinance 92-26, Part IV, Competitive Sealed Proposal Process.

3. Review and Evaluation of Qualifications Proposals

The Procurement Committee shall review and evaluate all responsive proposals which have been received prior to the announced deadline. This evaluation shall include a determination that the firms submitting proposals meet the design-build firm definition. Qualifications of the firm and project manager shall be considered for the design team as well as the construction team.

4. Technical and Price Proposals

The selected design-build firm shall be required to submit a technical and price proposal. These proposals shall form the basis of contract negotiation and award of the design-build contract.

5. Design-Build Contract Award

The Procurement Committee shall submit through the Procurement Division, an alphabetical listing of the short listed firms, providing score sheets as back-up, to the BCC for selection of one firm and two ranked alternates, and approval to negotiate and award a design-build contract with the selected firm, provided the final negotiated price does not exceed the project budget. Prior to award and execution of the design-build contract, the County may negotiate minor changes in the technical proposal and contract price for the purpose of clarifying and/or refining the project requirements and the services to be performed and/or the work to be done.

6. Development of the Guaranteed Maximum Price (GMP)

SECTION 13: PROCUREMENT OF DESIGN-BUILD SERVICES



a. Pre-GMP Services:

The selected design-build firm shall negotiate the cost of services required to design and manage the project that will be incurred prior to the establishment of the GMP. These services may include but are not limited to:

- i. design to 65% or otherwise specified percentage of completion value engineering;
- ii. identification of long-lead/early procurement and direct purchase items;
- iii. insurance and bonding costs;
- iv. project information management system development and administration.

- b. The contract will be awarded on the basis of the Pre-GMP costs. Upon completion of the design to the required level, the cost of constructing the work will be developed and negotiated. The GMP is comprised of Pre-GMP services, the cost of constructing the work, any design-builder and/or Owner's contingencies, and other costs as deemed appropriate for the project. The GMP will be incorporated into the design-build contract by contract amendment.
- c. The initiating division/department will submit the negotiated contract to the Procurement Division. The Procurement Division obtains review by the Business Development Division, performs cost analysis, and executes the contract if acceptable.

SECTION 14: INVOICES



WHAT AN INVOICE SHOULD CONTAIN

- A. Purchase order number;
- B. Date of order (if possible);
- C. Date of delivery;
- D. Itemized list of materials or services rendered;
- E. Destination of delivery;
- F. Quantities, prices, (both unit and total), terms and any other charges contained in the purchase order;
- G. Delivery charges should be listed separately from the materials and supplies if they are not included in the unit price

Invoices should be submitted to the ordering division as delineated on the purchase order.

WHO RECEIVES INVOICES

The ordering department/division receives all invoices from vendors and/or contractors.

- A. The ordering department/division shall match the invoice with the delivery ticket and receiving report.
- B. The ordering department/division will forward the payment package to Accounts Payable for processing. After reviewing the invoice, Accounts Payable will prepare a voucher for payment.

NOTE: Invoices for construction contracts and professional services (architecture, engineering, Landscape architecture, survey and cartography/mapping) may also be reviewed by the Business Development Division prior to submittal to Accounts Payable for payment.

PROCUREMENTS APPROVED FOR DIRECT PAYMENT WITHOUT ENCUMBRANCE

The following commodities and services may be authorized and submitted directly for payment to the Finance Office without the requirement for a Purchase Order / Delivery Order encumbrance.

- A. Procurement of dues and memberships in trade or professional organizations
- B. Subscriptions for periodicals
- C. Advertisements & Legal Notices
- D. Funding disbursed by the County via grant, gift or bequest (subject to Board Approval).
- E. Goods purchased with petty cash in accordance with established County procedures.
- F. Postage & Common Carrier Shipments (i.e. Fedex, UPS, DHL)

SECTION 14: INVOICES



- G. Water, sewer, and electrical utility services.
- H. Communication utility services (internet service provider, phone and cellular service)
- I. Art and artistic services
- J. Employment agreements (via payroll only; excludes staff augmentation contracts)
- K. Fees and costs of job-related travel, seminars, tuition, registration and training.
- L. Government fines
- M. Lines of Insurance Coverage and deductibles
- N. Toll charges and toll violations
- O. Medical Bills
- P. Paralegal services, expert witnesses, court reporters and specialized legal services unless associated with a County Term Contract.
- Q. Legal Settlements
- R. Court Costs
- S. Court Orders
- T. Title Insurance for Real Property
- U. Real Property
- V. Abstracts for titles of Real Property
- W. Property assessments, fees or other real property dues
- X. Fees associated with obtaining Public Records from other Government agencies (FDLE background checks, Freedom of Information Act requests, Florida Public Records, etc.)

SECTION 15: NON-PURCHASE ORDER TRANSACTIONS



Non-purchase order transactions occur when a department/division obtains goods or services without using a properly authorized instrument (i.e. procurement card, delivery or purchase order). Contracts authorized for goods and services with specified service periods require encumbrances within the following timeframes:

- A. **Creation of Requisitions (RQSOC) at fiscal year start:** within 10 working days of the first working day of the new fiscal year, or as otherwise prescribed in writing by the Procurement Division.
- B. **Submission of Change Order Requests for extended service periods at fiscal year start:** within 10 working days of the first working day of the new fiscal year, or as otherwise prescribed in writing by the Procurement Division.
- C. **Creation of Delivery Orders at fiscal year start:** within 10 working days of the first working day of the new fiscal year, or as otherwise prescribed in writing by the Procurement Division.
- D. **Creation of Delivery Order for a new Master Agreement:** within 3 working days of the Advantage update, or as otherwise prescribed in writing by the Procurement Division.
- E. **Creation of Delivery Order for a Master Agreement renewal:** within 3 working days of the Advantage update, or as otherwise prescribed in writing by the Procurement Division.

Departments/divisions who have obtained goods or services without using a properly authorized instrument are not allowed to charge such goods or services to their procurement card or enter a requisition for the goods or services after they have previously obtained such goods or services. The only exception is if the department/division has pre-notified Procurement of an emergency requirement. Emergency requirements may be submitted by requisition after the fact (see Section 4).

When the goods or services are ordered, received and invoiced without proper authorization, they must be paid through a non-purchase order request sent to the Procurement Manager.

For unauthorized commitments, the non-purchase order request must include:

- A. a memo from the department director justifying the transaction and providing the corrective action that has/will be taken to prevent the reoccurrence in the future;
- B. the invoice with the proper approval signatures; and
- C. the accounting line(s) that will be used to pay the invoice.

Unauthorized commitments over \$10,000 will be reported to the County Administrator by the Orange County Comptroller.

SECTION 16: RECEIPT OF GOODS AND MATERIALS



USING (ORDERING) DEPARTMENT/DIVISION

The using department/division is charged with the responsibility of inspecting all supplies to determine quality, quantity and conformance with specifications and the purchase order.

The Procurement Division shall have the authority to question, examine, or test the quality of materials requested or received by the using department/division.

PROCEDURE IN DIVISIONS

Upon receipt of materials and after inspecting and/or testing, the department/division should sign delivery tickets presented by the vendor and complete the receiver in the Advantage system noting the quantity received. The original receiver shall be forwarded to Accounts Payable with copies of all original delivery tickets or packing slips attached. Any variation in quantity received shall be notated on the vendor's delivery ticket or the receiver. Additional receivers are to be entered in the Advantage system and sent to Accounts Payable for any back ordered or additionally received or rejected items. Copies of all freight bills must be forwarded to Accounts Payable. If the materials delivered are not in conformance with specifications and are not acceptable by the using department/division (see Section 16), they should notify the Procurement Division at once of the reasons for withholding acceptance.

The Procurement Division will take immediate action to require replacement by the vendor or otherwise take action to supply the using agency with the needed materials.

Signature on the Receiver Report signifies the items have been properly received, inspected, and accepted.

SECTION 17: REPORT OF UNSATISFACTORY MATERIALS OR SERVICES/DELIVERY/PERFORMANCE NOTICES



I. REPORT OF UNSATISFACTORY MATERIALS OR SERVICES

PURPOSE

The Report of Unsatisfactory Materials or Services (Exhibit 9) should be utilized to inform the Procurement Division of any difficulties due to poor service, performance, quality, or materials that do not meet specification requirements.

HOW TO PREPARE

A properly prepared Report of Unsatisfactory Materials or Services should contain the following information:

- A. date;
- B. vendor name, address, and phone number;
- C. user department/division, contact person, and phone number;
- D. purchase order number;
- E. division manager signature;
- F. brief statement of **exactly** what the problem is, and why the product or service is unacceptable;
- G. all available documentation should be attached (generally this will include email communication, meeting minutes or at minimum verbal confirmation that the contractor has been made aware of the unresolved circumstance or continued deficiency).

DISTRIBUTION

The Report of Unsatisfactory Materials or Services is to be forwarded to the Procurement Division. The Procurement Division will send a copy to the vendor for their response.

The user department/division will be notified as to the vendor's response and any action to be taken by the Procurement Division.

II. DELIVERY/PERFORMANCE NOTICES

Delivery/Performance Notices are generally secondary to the report of unsatisfactory materials or services, and shall only be issued by the Procurement Manager. At the discretion of the Procurement Manager, when the deficiencies require action without delay, Delivery/Performance notices may be issued directly for vendor response in lieu of a Report of Unsatisfactory Materials or Services.

Delivery/Performance Notices are intended to address serious performance deficiencies with the full understanding that the County will terminate the contract for default if the performance/delivery deficiency is not adequately resolved. Before any notice is issued, documentation signed by the applicable department/division manager justifying the recommended action must be submitted, unless waived by the Procurement Manager. If the user does not desire termination for default, alternate means to resolve the issues should be pursued.

SECTION 17: REPORT OF UNSATISFACTORY MATERIALS OR SERVICES/DELIVERY/PERFORMANCE NOTICES



The two steps in this process are as follows:

- A. Cure Notice – If it has been determined that it is likely that the contract will be terminated for default before expiration of the delivery date or performance period, a cure notice will be issued. Before using this notice, it must be determined that an amount of time equal to or greater than the period of cure remains in the contract. If the time remaining in the contract is insufficient to allow a cure period of at least seven (7) days, a cure notice should not be issued. Depending on the specific circumstances, the cure notice may require the contractor to submit a specific recovery or corrective action plan when it is not realistic to expect correction of the deficiencies within seven (7) days.
- B. Show Cause Notice – If the time remaining in the performance schedule is not sufficient to permit a realistic cure period of seven (7) days, or if the contractor has not resolved deficiencies cited in a Cure Notice, the Show Cause Notice shall be used. It shall be mailed immediately after expiration of the performance period and shall give the contractor a deadline for explaining why the contract should not be terminated.

SUSPENSION AND DEBARMENT

The Procurement Manager may suspend or debar for cause the right of a vendor to be included on a vendor list and any bid or response from that vendor rejected; provided, however, the Board of County Commissioners shall have the power to waive or lift such suspension or debarment.

A. SUSPENSION

A vendor may be suspended for a period not to exceed two (2) years as determined by the Procurement Manager based upon the following:

- 1. Vendor defaults or fails to fully comply with the conditions, specifications or terms of a bid, quotation, proposal or contract with the county; or
- 2. Vendor commits fraud or misrepresentation in connection with a bid, quotation, proposal or contract with the county; or
- 3. Vendor is charged by a court of competent jurisdiction with 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 subcontractor; or
- 4. Vendor is charged by a court of competent jurisdiction with the following: 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 responsibility as a county government contractor. If charges are dismissed or the vendor found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the county; or
- 5. Vendor becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a

SECTION 17: REPORT OF UNSATISFACTORY MATERIALS OR SERVICES/DELIVERY/PERFORMANCE NOTICES



receiver or trustee appointed over its property; or

6. Vendor commission of any act or omission to perform any act which is grounds for debarment; or
7. Vendor violates the ethical standards set forth in local, state or federal law; or
8. Suspension by another government entity; or
9. Any other cause the Procurement Manager determines on a commercial basis to be so serious and compelling as to materially and adversely affect the capability of a business to function as a county contractor.

B. DEBARMENT

A vendor may be permanently debarred for the following:

1. Default or failure to fully comply with the conditions, specifications, drawings or terms of a bid, proposal or contract with the county twice in any three-year period; or
2. Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor's commercial enterprise stated in subsection A (3) and A(4). If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the vendor to the county.

After the Procurement Manager has determined to suspend or debar a vendor, the vendor shall be notified in writing of the debarment or the period of suspension and the reasons for the action taken. The Procurement Manager, prior to issuance of written notification, may schedule an informational hearing with the vendor to determine if suspension or debarment is warranted.

Any vendor who has been convicted of a public entity crime as defined by Florida Statute 287.133 shall not be able to transact business with the county to the extent as specified in Florida Statute 287.133(a).

The suspension or debarment shall be final and conclusive, unless the suspended or debarred vendor initiates protest proceedings pursuant to Orange County Code, Article III, Division 3, Section 17-313 within twenty-one (21) days after the date of notification.

SECTION 18: CONFLICT OF INTEREST AND ETHICS IN PUBLIC PROCUREMENT

I. CONFLICT OF INTEREST

The purpose of this Section is to provide guidance to employees engaged in any aspect of the procurement function concerning the avoidance of conflict of interest.

Employees engaged in the procurement function are expected to be free of interests or relationships which are actually or potentially conflicts of interest or detrimental to the best interest of the County, and shall not engage or participate in any commercial transaction involving a company, its affiliates, divisions or subsidiaries in which they have a significant undisclosed financial interest.

Employees engaged in procurement who have assumed, or are about to assume, a financial or other outside business relationship that might involve a conflict of interest must immediately inform their supervisor of the circumstances involved. This information will be reviewed at an appropriate level for decision on whether a conflict of interest is present, and, if so, what course of action will be taken.

In this connection, a conflict of interest exists where an employee:

- A. Has an outside interest that materially encroaches on time or attention that should be devoted to the affairs of the County.
- B. Has a direct or indirect interest in or relationship with an outsider that is inherently unethical or that might be implied or construed to be, or make possible personal gain due to the employee's ability to influence dealings.
- C. Is partial toward an outsider for personal reasons or whose business judgment is impartial or otherwise inhibited.
- D. Places himself or the County in an equivocal, embarrassing or ethically questionable position.
- E. Takes personal advantage of an opportunity that properly belongs to the County.

II. ETHICS IN PUBLIC PROCUREMENT

Acceptance of gifts at any time, of any nature from vendors is prohibited. Employees must not become obligated to any vendors and shall not conduct any transactions from which they may personally benefit. No County employee or officer shall seek to influence the purchase of a product or service from any offeree. Such restrictions shall not be construed to restrict persons from evaluating and appraising the quality and value of the product to be purchased or service to be rendered where the person's scope of employment contemplates advice and counsel with respect to the purchase. No County employee or officer shall receive any gift or benefit of any nature from prospective bidders. The avoidance of actual or apparent conflicts of interest is a prime requisite to the efficient and sound operation of government and maintenance of the public trust.

SECTION 18: CONFLICT OF INTEREST AND ETHICS IN PUBLIC PROCUREMENT

All Orange County employees shall adhere to the ethical standards contained in Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees, as well as those contained in the Orange County Policy Manual & Operational Guidelines.

The Procurement Division supports the National Institute of Governmental Procurement (NIGP) Code of Ethics and adheres to their philosophy of protecting the public trust.

The provisions in this Section are subject to the statutory Code of Ethics contained in Chapter 112, Florida Statutes. The provisions stated in this Procurement Procedures Manual shall be interpreted to be consistent with the requirements of Florida statutes, unless a more restrictive requirement is expressly provided in this Manual and the subject of the more restrictive requirement is allowable to the County pursuant to Section 112.326, Florida Statutes.

III. VENDOR ETHICS POLICY

This Vendor Ethics Policy covers a wide range of business practices and procedures. It does not cover every issue that may arise, but provides a basic set of principles to guide all employees, officers, and directors of companies transacting business with the Orange County Board of County Commissioners.

Obeying the law, both in letter and spirit, is the foundation on which a vendor's ethical standards are built. All vendor employees, officers, and directors must respect and obey the laws and regulations of the agencies with which they operate.

Requirements for vendors doing business with the County:

- Shall abide by the black-out period as established in the County Ordinance when submitting bids or proposals in response to a solicitation
- Shall promptly disclose any conflict of interests.
- Shall not profit from a conflict of interest on the part of a County employee.
- Shall not compensate County employees for the performance of any activity related to the performance of his or her official duties.
- Shall not make illegal political contributions.
- Shall not profit, directly or indirectly, from the use of any secret or confidential knowledge or data of the County that a County employee has illicitly disclosed.
- Shall not influence, or attempt to influence or cause to be influenced, any County employee in his or her official capacity in any manner which might tend to impair his or her objectivity or independence of judgment.
- Shall not cause or influence, or attempt to cause or influence, any County employee to use, or to attempt to use, his or her official position to secure unwarranted privileges or advantages for the vendor or any other person or entity.
- Shall not send holiday gifts, office-warming gifts, tokens of appreciation, or other items of any value to the Orange County Procurement Division or its staff. In addition, it is improper to invite Procurement Division Staff to meals, parties, sporting events, theatrical performances, and similar social functions.
- Shall promptly report any illegal or unethical behavior.

EXHIBITS

EXHIBIT 1

EMERGENCY PROCUREMENT JUSTIFICATION



ORANGE COUNTY PROCUREMENT DIVISION EMERGENCY PROCUREMENT JUSTIFICATION

[rev. 08-25]

Vendor Name:			
Date Submitted:		Department/Division:	
Requisition Number:		Technical Contact Name:	
Amount of Purchase:		Technical Contact Phone:	

Emergency purchases are defined as purchases necessary to remedy or lessen the harmful effects of any actual or threatened occurrence which may interfere with the conduct of normal business operations, or remedy conditions which may pose an imminent or existing threat to the health, safety or welfare of persons or property within Orange County or with County governmental operations. For guidance and additional information see the Procurement Procedures Manual, Section 4, published at www.ocfl.net/vendors.

1. Name of all sources contacted and their quotes:

Recommended Source	Person Contacted	Amount
1. _____	_____	\$ _____
Other Sources	Person Contacted	Amount
2. _____	_____	\$ _____
3. _____	_____	\$ _____

2. If applicable, what are the circumstances resulting in non-competitive procurement?

- ☐ The public exigency or emergency for the requirement will not permit a delay resulting from a competitive solicitation
- ☐ After solicitation of a number of sources, competition is determined inadequate. Re-solicitation would result in a delay that would negatively impact County operations or public safety.
- ☐ The federal awarding agency or pass-through entity expressly authorizes non-competitive proposals in response to written request from the non-Federal entity.
- ☐ Not Applicable, competitive quotes were obtained.

3. Equipment/Facility requiring emergency action:

4. List any applicable time constraints (e.g., imminent deadlines, critical operational impacts, or other urgent factors) affecting the emergency response timeline.

5. Detail any adverse impacts to the County if this Emergency Procurement is not approved and expedited.

6. Detail the research and analysis conducted to determine that the pricing associated with this emergency requisition is fair and reasonable. Select one or more options below. Detail is required.

☐	Comparable to Orange County past procurement history	(Detail specific Contracts and Purchase Orders)
☐	Reasonable based on an analysis of procurements by other governmental agencies	(Detail agencies and findings)
☐	Reasonable in comparison to an internally developed project estimate	(Detail estimate value and analysis)
☐	Reasonable in comparison to a 3rd Party Consultant's estimate	(Detail analysis and findings)
☐	Reasonable based on an analysis of outsourcing versus utilizing internal labor	(Detail analysis and findings)
☐	Reasonable based on an analysis of pricing trends, the Consumer Price Index, Producer's Price Index or other governmental index	(Detail analysis and findings)
☐	Reasonable based on other analysis, as detailed herein	(Detail analysis and findings)
☐	Negotiation was not feasible or was unsuccessful, and no equivalent or competitive alternatives are available.	(Detail efforts and analysis)
☐	Not Applicable	Competition, to the extent possible, was obtained.

EMERGENCY PROCUREMENT APPROVAL PROCESS

Requestors are encouraged to review information and guidance on emergency procurement. See the Orange County Procurement Procedures Manual, Section 4, published at www.ocfl.net/vendors.

CAUTION

This document requests an exemption from state and local competitive procurement requirements. Submission of false, misleading, or incomplete information may result in criminal and civil penalties. This form may also be utilized for Federal requirements as permitted by the grant or funding agency.

By signing below, you certify that to the best of your knowledge, this request for Emergency Procurement, and the information provided herein is accurate and truthful.

DEPARTMENT/ DIVISION RECOMMENDATION

Pursuant to Florida Statute 839.13, any public officer or employee who knowingly and willfully falsifies or conceals material information in connection with this document commits a misdemeanor, punishable under FS 775.082 and FS 775.083. Violations committed with corrupt intent may also constitute official misconduct under FS 838.022, a third-degree felony subject to criminal prosecution.

[Sign] _____
Requestor/ Technical Contact Date

[Sign] _____
Division Manager OR Date
Department Director

PROCUREMENT DIVISION APPROVAL

[Sign] _____
Buyer/ Contracting Agent Date

[Sign] _____
Supervisor Date

Procurements requiring Board Approval may require a price negotiation memorandum.

[Sign] _____
Procurement Division Manager / Date
Assistant Manager

Remarks:

EXHIBIT 2

SOLE SOURCE PROCUREMENT JUSTIFICATION



ORANGE COUNTY PROCUREMENT DIVISION

SOLE SOURCE PROCUREMENT JUSTIFICATION

[rev. 08-25]

Vendor Name:			
Date Submitted:		Department/Division:	
Requisition Number:		Technical Contact Name:	
Amount of Purchase:		Technical Contact Phone:	

Sole source purchases are defined as purchases of supplies, equipment and contractual services that meet both of the following criteria: It is the only good or service that will produce the desired results or are the most appropriate for the given situation and it is available from only one source of supply or the use of such source is both economically and operationally in the County's best interest. For guidance and additional information see the Procurement Procedures Manual, Section 4, published at www.ocfl.net/vendors.

1. What are the circumstances resulting in non-competitive procurement?

- ☐ This item/service is available only from a single source.
- ☐ The federal awarding agency or pass-through entity expressly authorized non-competitive proposals in response to a written request from the non-Federal entity. (Documentation is required)
- ☐ After solicitation of a number of sources, competition is determined inadequate.

2. If this product/service is proprietary, you are required to confirm that there are no authorized distributors or service partners able to compete for this award.

- ☐ Yes, this product/service is proprietary and exclusive to one source.
Documentation required: Vendor has certified in writing that they are an exclusive distributor or the exclusive source of required services. Signed documentation on letterhead is recommended for validation.
- ☐ Not Applicable. This service is not proprietary but other factors are limiting competition.

3. Explain what part(s) of the requirement restrict this requisition to only one supplier and explain why these requirements are essential to the accomplishment of your work. Explain any necessity for compatibility with existing equipment or instrumentation (if applicable).

4. Detail any adverse impacts to the County if this sole source is not approved. If the recommended source was unable to provide these goods/services how would the County accomplish its objective?

5. List any known company, other than your suggested source, who supplies similar goods/services and provide the reasons competing goods/services are not conforming.

6. Detail the research and analysis conducted to determine that the pricing associated with this sole source requisition is fair and reasonable. Select one or more options below. Detail is required.

☐	Comparable to Orange County past procurement history	(Detail specific Contracts and Purchase Orders)
☐	Reasonable based on an analysis of procurements by other governmental agencies	(Detail agencies and findings)
☐	Reasonable in comparison to an internally developed project estimate	(Detail estimate value and analysis)
☐	Reasonable in comparison to a 3rd Party Consultant's estimate	(Detail analysis and findings)
☐	Reasonable based on an analysis of outsourcing versus utilizing internal labor	(Detail analysis and findings)
☐	Reasonable based on an analysis of pricing trends, the Consumer Price Index, Producer's Price Index or other governmental index	(Detail analysis and findings)
☐	Reasonable based on other analysis, as detailed herein	(Detail analysis and findings)
☐	Negotiation was not feasible or was unsuccessful, and no equivalent or competitive alternatives are available.	(Detail efforts and analysis)

SOLE SOURCE APPROVAL PROCESS

Requestors are encouraged to review the Frequently Asked Questions (FAQ) Provided as an attachment to this form.

For further information on sole source contracting see the Orange County Procurement Procedures Manual published at www.ocfl.net/vendors.

CAUTION

This document requests an exemption from state and local competitive procurement requirements. Submission of false, misleading, or incomplete information may result in criminal and civil penalties. This form may also be utilized for Federal requirements as permitted by the grant or funding agency.

By signing below, you certify that to the best of your knowledge, this request is a sole source, and the information provided herein is accurate and truthful.

DEPARTMENT/ DIVISION RECOMMENDATION

Pursuant to Florida Statute 839.13, any public officer or employee who knowingly and willfully falsifies or conceals material information in connection with this document commits a misdemeanor, punishable under FS 775.082 and FS 775.083. Violations committed with corrupt intent may also constitute official misconduct under FS 838.022, a third-degree felony subject to criminal prosecution.

[Sign] _____
Requestor/ Technical Contact Date

[Sign] _____
Division Manager OR Date
Department Director

PROCUREMENT DIVISION APPROVAL

[Sign] _____
Buyer/ Contracting Agent Date

[Sign] _____
Supervisor Date

Procurements requiring Board Approval may require a price negotiation memorandum.

[Sign] _____
Procurement Division Manager / Date
Assistant Manager

Remarks:

**SOLE SOURCE PROCUREMENT FREQUENTLY ASKED QUESTIONS**

Question 1:	ABC Firm is an authorized distributor of product XYZ, is this a sole source?
Answer 1:	The term authorized distributor does not convey exclusivity. If there is a formal geographic territory imposing restrictions against competition ABC Firm may be considered a sole source. If there are multiple distributors, without restrictions, competition will not be waived.
Question 2:	ABC Firm has a long history working with the County, is this a sole source?
Answer 2:	No, past performance or known qualifications shall not be the basis of waiving the requirement for competition.
Question 3:	It is more convenient to have a long-term supplier, is this a sole source?
Answer 3:	No, however, noting the advantages of term contracting, the Procurement Division encourages the use of competitively solicited multi-year contracts.
Question 4:	Product XYZ is known to be a better quality product, is this a sole source?
Answer 4:	No, the determination of quality shall be made on the basis of competition.
Question 5:	ABC Firm is offering a 50% off sale this month, is this a sole source?
Answer 5:	No, the determination of best pricing shall be made on the basis of competition.
Question 6:	Equipment Model 123 requires specific parts for compatibility purposes, is this a sole source?
Answer 6:	If those parts are available from a single exclusive distributor this may be considered a sole source.
Question 7:	This service is highly technical and the recommended source was the original implementer, is this a sole source?
Answer 7:	If a new source would be unable to provide services without a substantial effort to survey custom hardware as built or interpret custom programming this may be a sole source.
Question 8:	My equipment is under warranty, although there are multiple suppliers, utilizing another supplier would void my warranty, is this a sole source?
Answer 8:	This may be approved as a sole source. The period of the warranty must be specified on the sole source justification form.
Question 9:	ABC Firm has compliant insurance that has been approved by Risk Management, is this a sole source?
Answer 9:	No, compliant insurance or known qualifications shall not be the basis of waiving the requirement for competition.
Question 10:	This was approved as a sole source last year, is this still a sole source?
Answer 10:	Sole sources require a new submittal and analysis for each request.
Question 11:	How do I determine that the pricing of a sole source is reasonable?
Answer 11:	Justification of price reasonableness may include past purchase history including specific references to contracts/purchase orders, analysis of purchases by other Governmental Agencies, comparison to an internally developed project estimate, comparison to an authorized consultant's estimate or other well documented justification. See the Procurement Procedures Manual, Section 4, for additional instruction on price reasonableness.

EXHIBIT 3

PRICE NEGOTIATION MEMORANDUM

PRICE NEGOTIATION MEMORANDUM

This memorandum must be completed for non-competitive procurements exceeding \$100,000 and for change orders to existing contracts that will require Board approval. The purpose of this form is to create an audit record evidencing that negotiations were conducted with the contractor/consultant/vendor, the extent of such negotiations, and that the overall price offered is fair and reasonable.

In procurements where Federal grant funds are a consideration and the contract value exceeds \$10,000 the non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed, including but not limited to all contract modifications. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (Refer to III.E for the Profit section).

I. Subject: Project _____
Contract Number

Contract Title

II. Introductory Summary:

Negotiations for the purchase of: _____
Product/Services

Were completed on: _____
Date

With: _____
Contractor/Consultant/Vendor

The County's estimate, the Contractor's/Consultant's/Vendor's offer, and the agreed upon price are compared below. Each figure is based on the contract being firm-fixed-price.

County's Estimate	Contractors/Consultants/ Vendors Offer	Agreed Upon Price
_____	_____	_____

III. Particulars:

A. Complete Name and _____
Address of Company _____

B. Lump Sum/Not-to-exceed _____

- C. Unit prices, (if applicable) quoted and negotiated. If many, attach as a schedule.

Proposed

Negotiated

- D. Name and titles of persons representing the contractor/consultant and the County in the negotiations, identifying the principal negotiators:

Name

Title

Organization

IV. Procurement Situation:

- A. Describe what was discussed, to include any outside influences and time pressures.

- B. Show the delivery schedule or period of performance. If there is a difference between the schedule desired or required and that proposed by the Contractor/Consultant/Vendor discuss the resolution or compromise, if any.

V. Negotiation Summary:

- A. Summarize the Contractors/Consultants/Vendors pricing proposal, the County's negotiation objective and the negotiation results and the reasons the agreed upon price is fair and reasonable.

The contractor's/consultant's/vendor's proposal is considered fair and reasonable and execution of the contract/change order/amendment is recommended.

Full Name of Negotiator

Signature

Date

EXHIBIT 4

TERM CONTRACT PERFORMANCE EVALUATION



ORANGE COUNTY PROCUREMENT DIVISION TERM CONTRACT PERFORMANCE EVALUATION

[rev. 3-17]

Contract Information

1. Contract Number	2. Contract Title
--------------------	-------------------

Contractor Information

3. Contractor Name	4. Vendor Number
5. Contractor Address	
6. Description and Location of Work	

Assessment of Performance Elements

7. Overall Evaluation	☐ Outstanding ☐ Satisfactory ☐ Unsatisfactory (attach documentation)
8. Quality of Work	☐ Outstanding ☐ Satisfactory ☐ Unsatisfactory (attach documentation)
9. Timely Performance	☐ Outstanding ☐ Satisfactory ☐ Unsatisfactory (attach documentation)
10. Other	☐ Outstanding ☐ Satisfactory ☐ Unsatisfactory (attach documentation)
11. Comments: (Required)	

Evaluator(s)

Division Contract Administrator Name/Title	Signature/Date
Division Manager Name	Signature/Date

EXHIBIT 5

CONSTRUCTION PROJECT INFORMATION SHEET



Construction Project Information Sheet

Procurement Division

Date Submitted:

CONTRACT TYPE

☐ Major Construction >\$200k	☐ Minor Construction \$35k - \$200k	☐ Term Contract*
--	---	---

GENERAL

Project Title	
County Project Manager/Division	
Phone	
Email	
BCC District	
Purpose & Justification (Describe intended use, benefit to County/Department, etc.)	
Scope of Work	

PROJECT INFORMATION

Consultant Name and Address		
Email Address		
Phone Number		
Cost of Bid Documents		
Pre-Bid/Pre-Proposal Conference	☐ Non-Mandatory ☐ Mandatory (Justification required; subject to Procurement approval)	Justification:
Pre-Bid Location:		
Substantial Completion (# of days):	Final Completion (# of days):	Liquidated Damages (\$ per day):

*Number of Contracts Requested:		*Number of Renewals:	
*Minimum Order Amount:		*Maximum Order Amount:	*Guaranteed Dollar Amount: (If more than one contract)
Alternative Bids/Additive/ Deductive Bid Items ☐ Yes ☐ No		Supplementary Provisions ☐ Yes ☐ No	
Fees/Permits to be Paid by Owner: ☐ Yes ☐ No		If Fees/Permits to be Paid by Contractor List Permits and Costs:	
If unit priced contract what percent of total bid amount is allowed for Mobilization:			
Bid Form Attached: ☐ Yes ☐ No	Specifications Attached: ☐ Yes ☐ No	Plans Attached: ☐ Yes ☐ No	CD's Attached: ☐ Yes ☐ No

FUNDING

Estimated Construction Cost	Note: Attach Independent Estimate for Federally Grant Funded Procurements. Click Here to view Regulation §200.323		
Accounting Line			
Commodity Codes (Click for List)			
Declaration of Emergency	☐ This contract <u>MAY</u> be used for disaster recovery. (COMPLETE PART 2)	☐ This contract <u>WILL NOT</u> be used for disaster recovery.	
Federal Compliance	☐ Federal Funding <u>IS</u> a consideration of this procurement. (COMPLETE PART 2)	☐ Federal Funding is not a consideration of this Procurement	
Grant Funding	☐ Grant Funding <u>IS</u> a consideration of this procurement. (COMPLETE PART 2)	☐ Grant Funding is not a consideration of this Procurement	
PART 2 ADDITIONAL REQUIREMENTS FOR GRANT FUNDED PROCUREMENTS (MANDATORY)			
Grant (if applicable) ☐ Not Applicable This contract is anticipated to be used for Disaster Response	☐ Direct Federal Grant	☐ Federal Pass-through	☐ State Grant
	☐ Other Grant (Specify):		
	Grant Start/Expiration	Click Here THROUGH Click Here	
	☐ Attach first page of Notice of Grants Award ☐ County Funded at Risk of Non-Appropriation of Grant funds. Written approval from the Office of Management and Budget is attached.		

and Recovery (FEMA Reimbursable)	☐ Provide any specific information the Grant requires to be included in the solicitation	List below (examples: grant number, amount, agency specific clauses, retention requirements, specific competition requirements or checklists):
Procurement of Recovered Materials Click Here to view Regulation §200.322	If applicable, identify specific recovered materials to be used for project execution List Below:	

COMPETITION STANDARDS

☐ **IFB - INVITATION FOR BIDS; FORMAL SEALED SOLICITATION**

Award shall be made to the lowest responsive and responsible bidder meeting all qualification requirements.

☐ **RFQu - REQUEST FOR QUALIFICATIONS; FORMAL SEALED SOLICITATION**

Solicitation will result in a shortlist of firms pre-qualified for future solicitation opportunities **(disallowed for Federal Grants)**.

☐ **SOLE SOURCE (FORM REQUIRED)**

☐ **EMERGENCY (FORM REQUIRED)**

POTENTIAL BIDDERS

Provide <u>Firm Name</u> and <u>Email Address</u> for each Firm	
---	--

SUSTAINABILITY/ENVIRONMENTAL ELEMENTS

☐ Applicable ☐ Not Applicable	Detail any elements of this procurement that contribute to the County's sustainability/environmental goals:
--	--

Project Manager's Signature: _____

Date: _____

Manager's Signature: _____

Date: _____

☐ Copy to Director: _____

☐ Copy to Client: _____

☐ Copy to Procurement Contracts Supervisor: _____

REFERENCES

Identify the number of similar projects ____ (Note 1) you want to evaluate that were successfully completed by the Bidder, as a Prime Contractor, Subcontractor etc. (Note 2) within the past # ____ years (Note 3)
For the purposes of the Invitation for Bids, a similar project is described as follows: (Note 4)
Additionally, at least one of the projects submitted must meet the following requirements (if applicable): (Note 5)

NOTES

1. Discuss experience requirements with your representative from the Procurement Division to determine the minimum number of projects required to document experience. (3-5 projects) 2. Determine if experience can be as a Prime, Subcontractor, or a combination of both or if the bidder's subcontractor experience is acceptable. 3. An arbitrary number of years are not appropriate. An average time period should be 10 years but can be more or less if project personnel have compelling reasons for a shorter or longer period. 4. The project manager must develop and submit a similar project description with the bid package. 5. To be used only when an additional experience requirement is necessary.

ORANGE COUNTY PROCUREMENT BID CHECKLIST FOR MINOR CONSTRUCTION

Please use this checklist as a guide for preparing your minor construction bid packages and include it with your bid package to Procurement.

Project Name: _____

Project Manager: _____

- ☐ Project Information Sheet
 - ☐ Purchasing Requisition for projects between \$35k and \$200k **OR**
 - ☐ Procurement Deadline Memo
 - ☐ Estimate (Attach Summary Sheet)
 - ☐ 90% Comments with Resolution
- ☐ Two (2) Sets of Drawings (if applicable)
- ☐ One (1) Set of Unbound Single Sided Specification Book
- ☐ Three (3) CDs containing two files of the following:
 - ☐ Drawings (if applicable) in PDF Format (all drawings in one file, up to 50 MG per file)
 - ☐ Technical Specifications (minimum of Division 1) and Scope of Work in separate PDF file
- ☐ One (1) CD for Purchasing containing the following:
 - ☐ Drawings (if applicable) in PDF Format (all drawings in one file, up to 50 MG per file)
 - ☐ Technical Specs/Scope of Work (PDF File)
 - ☐ Brief and concise description of the project (Word File)
 - ☐ Index of Drawings (if applicable) (Word File)
 - ☐ Index of Technical Specs/Scope of Work (Word File)
 - ☐ Special Terms and Conditions, if any (Word File)
 - ☐ Bid Item Schedule for Unit Price Contracts (Word or Excel File)
 - ☐ Engineer's Estimate (PDF File)
- ☐ Other: _____

Delivered to Procurement on: _____

ORANGE COUNTY PROCUREMENT BID CHECKLIST FOR MAJOR CONSTRUCTION

Please use this checklist as a guide for preparing your major construction bid packages and include it with your bid package to Procurement.

Project Name: _____

Project Manager: _____

- ☐ Project Information Sheet
 - ☐ Purchasing Requisition **OR**
 - ☐ Procurement Deadline Memo
 - ☐ Similar Project (version approved during 90% submittal)
 - ☐ Estimate (Attach Summary Sheet)
 - ☐ 90% Comments with Resolution
- ☐ Two (2) Sets of Drawings
- ☐ One (1) Set of Unbound Single Sided Specification Book
- ☐ Three (3) CDs containing two files of the following:
 - ☐ Drawings (if applicable) in PDF Format (all drawings in one file, up to 50 MG per file)
 - ☐ Technical Specifications (minimum of Division 1) and Scope of Work in separate PDF file
- ☐ One (1) CD for Purchasing containing the following:
 - ☐ Drawings (if applicable) in PDF Format (all drawings in one file, up to 50 MG per file)
 - ☐ Technical Specs/Scope of Work (PDF File)
 - ☐ Brief and concise description of the project (Word File)
 - ☐ Index of Drawings (if applicable) (Word File)
 - ☐ Index of Technical Specs/Scope of Work (Word File)
 - ☐ Special Terms and Conditions, if any (Word File)
 - ☐ Bid Item Schedule for Unit Price Contracts (Word or Excel File)
 - ☐ Engineer's Estimate (PDF File)
- ☐ Other: _____

Delivered to Procurement on: _____

EXHIBIT 6

RFP PROJECT INFORMATION SHEET PROFESSIONAL SERVICES



Professional Services Project Information Sheet

Procurement Division

Date Submitted:

CONTRACT TYPE

☐ Project Specific (800's)

☐ Continuing (900's)

GENERAL

Project Title	
County Project Manager/Division	
Phone	
Email	
BCC District	
Purpose & Justification (Describe intended use, benefit to County/Department, etc.)	
Procurement Committee Members	

PROJECT INFORMATION

Consultant Name and Address		
Email Address		
Phone Number		
Pre-Proposal Conference	☐ Non-Mandatory ☐ Mandatory (Justification required; subject to Procurement approval)	Justification:
Pre-Proposal Location:		
*Number of Contracts Requested (900's):	*Number of Renewals (900's):	*Guaranteed Dollar Amount (900s): (If more than one contract)
*Design Budget (800's):	*Construction Budget (800's):	Services to be completed within _____ days after Notice to Proceed

KEY PERSONNEL

Project Manager	Check all that apply: ☐ Employed by Prime ☐ May be same individual as Project Engineer/Architect/other ☐ May be different individual than Project Engineer/Architect/other ☐ Must be Professional _____ Registered in the State of Florida ☐ Other Requirements _____
Project Engineer / Architect / Other	Check all that apply: ☐ Employed by Prime ☐ Must be Professional _____ Registered in the State of Florida ☐ Other Personnel: _____
Weighted Criteria (sum of the following 2 criteria must equal 25)	Similar Projects Completed by the Proposed Project Manager _____ pts Similar Projects Completed by the Proposed Project Engineer/Architect/other _____ pts
Similar Project Description (provide as an attachment)	Describe type of project Projects to be completed within last _____ years List of activities or elements required to have been performed Note mandatory elements is applicable Describe what/how many elements for ½ point, for full point List any exceptions (i.e., projects that will not be considered similar)
Scope of Work	☐ Attached (becomes Exhibit A to the contract)

FUNDING

Estimated Construction Cost	Note: Attach Independent Estimate for Federally Grant Funded Procurements. Click Here to view Regulation §200.323	
Accounting Line		
Commodity Codes (Click for List)		
Declaration of Emergency	☐ This contract <u>MAY</u> be used for disaster recovery. (COMPLETE PART 2)	☐ This contract <u>WILL NOT</u> be used for disaster recovery.
Federal Compliance	☐ Federal Funding <u>IS</u> a consideration of this procurement. (COMPLETE PART 2)	☐ Federal Funding is not a consideration of this Procurement
Grant Funding	☐ Grant Funding <u>IS</u> a consideration of this procurement. (COMPLETE PART 2)	☐ Grant Funding is not a consideration of this Procurement

PART 2 ADDITIONAL REQUIREMENTS FOR GRANT FUNDED PROCUREMENTS (MANDATORY)			
Grant (if applicable) ☐ Not Applicable This contact is anticipated to be used for Disaster Response and Recovery (FEMA Reimbursable)	☐ Direct Federal Grant	☐ Federal Pass-through	☐ State Grant
	☐ Other Grant (Specify):		
	Grant Start/Expiration	Click Here THROUGH Click Here	
	☐ Attach first page of Notice of Grants Award ☐ County Funded at Risk of Non-Appropriation of Grant funds. Written approval from the Office of Management and Budget is attached.		
	☐ Provide any specific information the Grant requires to be included in the solicitation	List below (examples: grant number, amount, agency specific clauses, retention requirements, specific competition requirements or checklists): 	
Procurement of Recovered Materials Click Here to view Regulation §200.322	If applicable, identify specific recovered materials to be used for project execution List Below: 		

COMPETITION STANDARDS

RFP – REQUEST FOR PROPOSALS; FORMAL SEALED SOLICITATION

Award shall be made to the high ranking proposer meeting all qualification requirements.

POTENTIAL BIDDERS

Provide <u>Firm Name</u> and <u>Email Address</u> for each Firm	
---	--

Project Manager's Signature: _____ Date: _____

Manager's Signature: _____ Date: _____

SUSTAINABILITY/ENVIRONMENTAL ELEMENTS

☐ Applicable ☐ Not Applicable	Detail any elements of this procurement that contribute to the County's sustainability/environmental goals:
--	--

☐ Copy to Director: _____

☐ Copy to Client: _____

☐ Copy to Procurement Contracts Supervisor: _____

REFERENCES

Identify the number of similar projects ____ (Note 1) you want to evaluate that were successfully completed by the Bidder, as a Prime Contractor, Subcontractor etc. (Note 2) within the past # ____ years (Note 3)
For the purposes of the Invitation for Bids, a similar project is described as follows: (Note 4)
Additionally, at least one of the projects submitted must meet the following requirements (if applicable): (Note 5)

NOTES

1. Discuss experience requirements with your representative from the Procurement Division to determine the minimum number of projects required to document experience. (3 or 5 projects) 2. Determine if experience can be as a Prime, Subcontractor, or a combination of both or if the bidder's subcontractor experience is acceptable. 3. An arbitrary number of years are not appropriate. An average time period should be at least 10 years but can be more or less if project personnel have compelling reasons for a shorter or longer period. 4. The project manager must develop and submit a similar project description with the bid package. 5. To be used only when an additional experience requirement is necessary.

EXHIBIT 7

PERFORMANCE EVALUATION CONSTRUCTION CONTRACTS

PERFORMANCE EVALUATION - CONSTRUCTION CONTRACTS				
PART I - GENERAL CONTRACT DATA				
A. CONTRACT NUMBER AND TITLE		B. CONTRACTOR (Name, address and ZIP code)		
C. TYPE OF CONTRACT	☐ FIRM FIXED PRICE ☐ SOLE SOURCE ☐ TERM ☐ NEGOTIATED ☐ OTHER (Specify)		D. COMPLEXITY OF WORK ☐ DIFFICULT ☐ ROUTINE	
E. DESCRIPTION AND LOCATION OF WORK				
PART II - FISCAL DATA				
A. ORIGINAL CONTRACT AMOUNT \$	B. TOTAL AMOUNT OF CHANGE ORDERS \$	C. LIQUIDATED DAMAGES ASSESSED \$	D. FINAL CONTRACT AMOUNT \$	
PART III - CONTRACT DATES				
A. DATE OF CONTRACT AWARD	B. ORIGINAL CONTRACT COMPLETION DATE	C. REVISED CONTRACT COMPLETION DATE	D. FINAL COMPLETION DATE	
PART IV - TYPE AND EXTENT OF SUBCONTRACTING				
PART V - PERFORMANCE EVALUATION OF CONTRACTOR (Check appropriate box)				
PERFORMANCE ELEMENTS	OUTSTANDING	SATISFACTORY	UNSATISFACTORY	
A. QUALITY OF WORK				
B. TIMELY PERFORMANCE				
C. EFFECTIVENESS OF MANAGEMENT				
D. COMPLIANCE WITH SAFETY STANDARDS				
OVERALL EVALUATION ☐ OUTSTANDING ☐ SATISFACTORY ☐ UNSATISFACTORY (Explain on next page)				
PART VI - EVALUATED/REVIEWED BY				
DEPARTMENT/DIVISION (Type or Print)				
NAME AND TITLE (Type or Print)	SIGNATURE		DATE	
REVIEWED BY DEPARTMENT/DIVISION MANAGER				
NAME AND TITLE (Type or Print)	SIGNATURE		DATE	

(Part V continued)	
Explanation for Unsatisfactory Rating (Attach supporting documentation)	

Explanation for Unsatisfactory Rating (Attach supporting documentation)

[illegible]

EXHIBIT 8

PERFORMANCE EVALUATION PROFESSIONAL SERVICES

PERFORMANCE EVALUATION (PROFESSIONAL SERVICES)			
1. CONTRACT NUMBER AND TITLE		2. PURCHASE ORDER NUMBER AND PROJECT TITLE (If applicable)	
3. TYPE OF REPORT (Check one) ☐ COMPLETION OF DESIGN OR STUDY ☐ COMPLETION OF CONSTRUCTION ☐ TERMINATION		4. REPORT NUMBER	5. DATE OF REPORT
6. PROJECT NAME		7. PROJECT ADDRESS	
8. DIVISION/DEPARTMENT RESPONSIBLE FOR CONTRACT			
A. SELECTION OF CONSULTANT		B. NEGOTIATION/AWARD OF CONTRACT	C. ADMINISTRATION OF CONTRACT
9. CONTRACT INFORMATION			
A. TYPE OF SERVICES		B. TYPE OF CONTRACT ☐ LUMP SUM ☐ NOT TO EXCEED ☐ SOLE SOURCE ☐ OTHER (Specify)	
C. DESIGN/STUDY COMPLEXITY ☐ DIFFICULT ☐ ROUTINE ☐ SIMPLE	INITIAL FEE \$	AMENDMENTS No. Amount \$	TOTAL FEE \$
E. DATE CONTRACT AWARDED	F. CONTRACT COMPLETION DATE (Including Extensions)		G. ACTUAL COMPLETION DATE OF CONTRACT
10. CONSULTANT DATA			
A. NAME		B. ADDRESS	C. SPECIALTY
11. CONSTRUCTION COSTS (If applicable)			
A. INITIAL ESTIMATE \$		B. AWARD AMOUNT \$	C. FINAL CONSTRUCTION CONTRACT AMOUNT \$
D. CONSTRUCTION CHANGES AND DEFICIENCIES (If any)		NUMBER	TOTAL
Construction Changes			\$
Construction changes resulting from deficiencies in consultant performance			\$
Deficiencies paid for by consultant			\$
Deficiencies paid for by county			\$
12. CONSUTLANT'S RATING (If unsatisfactory rating is given in any area explain on the next page.)			
Quality of services provided commensurate with cost of services		☐ EXCELLENT ☐ SATISFACTORY ☐ UNSATISFACTORY	
Responsiveness to Owner's needs		☐ EXCELLENT ☐ SATISFACTORY ☐ UNSATISFACTORY	
Maintained schedule		☐ EXCELLENT ☐ SATISFACTORY ☐ UNSATISFACTORY	
Invoiced in accordance with the Contract		☐ EXCELLENT ☐ SATISFACTORY ☐ UNSATISFACTORY	
Designed within funding limit (if applicable)		☐ EXCELLENT ☐ SATISFACTORY ☐ UNSATISFACTORY	
Design/Study included current code interpretations		☐ EXCELLENT ☐ SATISFACTORY ☐ UNSATISFACTORY	
Experience with the scope of work		☐ EXCELLENT ☐ SATISFACTORY ☐ UNSATISFACTORY	
Comprehensiveness of design/study performed		☐ EXCELLENT ☐ SATISFACTORY ☐ UNSATISFACTORY	
Management/coordination of staff and Sub Consultants		☐ EXCELLENT ☐ SATISFACTORY ☐ UNSATISFACTORY	
OVERALL RATING ☐ EXCELLENT ... ☐ SATISFACTORY ☐ UNSATISFACTORY		RECOMMENDED FOR FUTURE CONTRACTS ... ☐ YES ... ☐ NO (If No, explain on next page)	
NAME AND TITLE OF RATING OFFICIAL		NAME AND TITLE OF REVIEWING OFFICIAL	
SIGNATURE	DATE	SIGNATURE	DATE

12. (continued)

Justification for Unsatisfactory Rating (Attach any supporting documentation):

Justification for recommendation for future contracts:

[illegible]

EXHIBIT 9

REPORT OF UNSATISFACTORY MATERIALS AND/OR SERVICES



ORANGE COUNTY PROCUREMENT DIVISION

400 E. SOUTH STREET, 2ND FLOOR ORLANDO, FL 32801 | MAIN: (407) 836-5635

REPORT OF UNSATISFACTORY MATERIALS AND/OR SERVICES

Vendor Name: _____

Contract/Purchase Order No.: _____

Report Prepared by: _____

[Name and Title]

[Signature] / [Date]

Dept/Division Approval: _____

[Name and Title]

[Signature] / [Date]

Statement of Problem:

[Attach additional sheets and documentation as necessary]

The above complaint has been submitted by a County Division / Department. Complete the response below and return to Orange County Procurement Division at the address indicated above. Failure to respond may result in the County withholding payment on your invoice or could be cause for disqualification from future business opportunities with Orange County.

VENDOR'S RESPONSE TO COMPLAINT

In the space below (or via attachment), kindly respond within _____ business days.

Response to Complaint AND Plan for Resolution of Problem:

[Attach additional sheets and documentation as necessary]

Vendor Representative: _____

[Name and Title]

[Signature] / [Date]

Representative Contact: _____

[Phone Number]

[E-Mail Address]

EXHIBIT 10

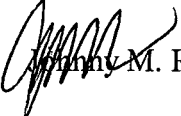
SAMPLE SCOPE OF SERVICES/SCOPE OF WORK FORMATS



Interoffice Memorandum

DATE: June 4, 2013

TO: Contract Administrators, Purchasing Agents and Buyers

FROM:  Jimmy M. Richardson, Manager, Purchasing and Contracts Division

SUBJECT: Sample Scope of Services/Scope of Work Formats, Internal Procedures 1-26

Attached is a sample format for a scope of services or a scope of work. Please note that when one generally refers to a scope of work it involves a construction project while the scope of services is primarily used for a service requirement.

A well-written scope answers the "what, why, where, when and how" questions.

- a. **What** you want to buy is addressed in the background and scope sections.
- b. **Why** you want it is explained in the background section.
- c. **Where** the work is to be done is covered in the place of performance section.
- d. **When** the work is to be done is covered in the period of performance and the deliverables sections.
- e. **How** the work is to be performed is set forth in the technical requirements.

This sample should be used by you when you assist customers with the development of their scopes of services or scopes of work. These formats will be added to the procurement procedures manual at a future date. Note that these are not mandatory requirements but is a format that should be used as a guide in the development of these documents. Certain sections may not be applicable to all procurements. Therefore, it should be tailored for each requirement.

Attachment
Format

SAMPLE FORMAT

SCOPE OF SERVICES SCOPE OF WORK

PART I GENERAL INFORMATION

A. BACKGROUND

- Provide a general description of the requirement.
- Briefly discuss why the project is required and, if applicable, how it will relate to previous, ongoing or future projects.
- If applicable, discuss any known difficulties or constraints.

This information must provide sufficient details to enable a prospective contractor to understand the basis for the project.

If there is a need to refer to documents that are too voluminous to include in the scope, they must be referenced in the scope with specific directions on how they may be obtained or accessed. Conversely, other documents may be designated as an attachment to the scope.

Do not include any material pertaining to the solicitation.

B. SCOPE

The scope is the entire summary of the proposed procurement. It must fully describe the purpose of the project and specific objectives of the requirement. For example:

The overall purpose of this procurement is to perform a comprehensive analysis of the county's parks and recreation activities to include the following:

- a. Determine whether the existing system meets the needs of the citizens by hosting community meetings and other outreach activities.
- b. Identify ideal locations for new parks.
- c. Determine if current funding sources are adequate to meet current and future demands for recreation.
- d. Review potential savings and efficiencies, if any, that may be achieved via privatization.
- e. Provide an analysis of comparable counties to determine if Orange County's recreational programs are consistent with similar counties.

C. APPLICABLE DOCUMENTS

The purpose of this section is to provide the contractor a consolidated listing of all documents cited in the scope of work/services. This listing helps to ensure that the contractor takes into consideration all pertinent documents during the development of the proposal.

The applicable documents should be referenced early in the scope to ensure that the contractor reads them.

Ensure that the specific requirement of the reference is cited and not simply the overall document.

PART II WORK REQUIREMENTS

A. TECHNICAL REQUIREMENTS

This section describes the work requirements. This is the most important part of the scope. It contains all of the technical details related to the project. Describe the work requirements, the required end products, and any special considerations that apply. Provide the criteria that will be used in determining whether the requirements are met.

Provide specific and precise descriptions of the work/services required. For example if your requirement is for soils testing, would you simply state that “the contractor shall test all soil samples?” know, at a minimum, it should include the following:

- (1) Description of what you are testing for and why.
- (2) The type of tests that must be performed.
- (3) The number of tests required.
- (4) When and where must the tests be conducted.

If logical, divide the work into tasks and subtasks. Describe each separately. Specify the work related to each task including the criteria for determining if the requirements are achieved.

B. DELIVERABLES

A deliverable may be a design, a report, computer software or anything else that can be delivered physically. This definition includes interim deliverables such as draft documents, interim findings, and test results and analyses, as well as end products. A deliverable usually signals the end of a task or the accomplishment of a milestone and is used to measure successful performance. A certain percentage of the overall payment may be applied to applicable deliverables.

In this section, a Schedule of Deliverables should be developed to at a minimum describe the deliverable, the applicable section of the scope that requires the document and the number of days after award or some other milestone that the deliverable must be provided. For example:

Schedule of Deliverables

<u>Deliverable</u>	<u>Scope Reference</u>	<u>Delivery Time</u>
Initial analysis	Sect 2, para 2d	90 days after award
Draft Report	Sect IV, para a	180 days after award

When the scope requires numerous and specific meetings, these may be included in a Schedule of Meetings that outline when the meetings are held. If the contractor will be required to prepare and submit minutes of such meetings, these minutes should be listed as a deliverable.

PART III SUPPORTING INFORMATION

A. SECURITY

Define any specific security requirements that the contractor's personnel must comply with such as background investigations, physical inspection of workers and toolboxes, etc. Specify who will be responsible for the costs of background inspections. Also, specify that the County will not be responsible for any delays occasioned by the time required for entry and exit from controlled areas.

B. PLACE OF PERFORMANCE

If applicable, specify the place(s) where the service or work will be performed.

EXHIBIT 11

CHANGE ORDER REQUEST FORM



ORANGE COUNTY PROCUREMENT DIVISION
CHANGE ORDER REQUEST FORM

REQUEST DATE	BUDGET FY	GRANT FUNDING	
		☐ N/A	☐ THIS REQUEST COMPLIES WITH COST PRINCIPLES

DEPARTMENT/DIVISION	CONTACT NAME	CONTACT PHONE	BUYER/PA/CA NAME

VENDOR	CHANGE ORDER NO.	DOCUMENT NO. (ATTACH FIRST PAGE)	TYPE	CONTRACT NUMBER	☐ CANCEL ENTIRE PO/DO
					☐ DO NOT MAIL VENDOR COPY

INCREASE, DECREASE OR DELETE COMMODITY LINE

CMDTY. LINE NO.	ACTION			PREVIOUS LINE DOLLAR AMOUNT	NEW LINE DOLLAR AMOUNT	COMMODITY LINE DESCRIPTION/COMMENTS	NET DOLLAR CHANGE
		FROM					
		TO					
		FROM					
		TO					
		FROM					
		TO					

ADD COMMODITY LINE

CMDTY. LINE NO.	CMDTY. CODE	DESCRIPTION	QTY.	UNIT OF MEAS.	UNIT COST	ACCOUNTING LINE	CHANGE
		FOR D.O. YOU MUST SPECIFY AN MA LINE					

FUNDING: ACCOUNTING LINE OR REPORTING CODE CHANGE

CMDTY. LINE NO.	ACCTG. LINE NO.	FROM AMOUNT	TO AMOUNT	FROM ACCOUNTING LINE	TO ACCOUNTING LINE	FROM REPORTING CODE	TO REPORTING CODE

ENCUMBERED/DE-ENCUMBERED (REQUIRED FOR ALL TRANSACTIONS)

OTHER CHANGES:

ORIGINAL PO/DO AMT.	NET DOLLARS PREVIOUS C/O ☐ ADD ☐ SUBTRACT	NET DOLLARS FOR THIS C/O ☐ ADD ☐ SUBTRACT	DOCUMENT TOTAL AFTER THIS C/O	DESCRIBE
AWARD AMOUNT	NET DOLLARS PREVIOUS C/O ☐ ADD ☐ SUBTRACT	NET DOLLARS FOR THIS C/O ☐ ADD ☐ SUBTRACT	CONTRACT TOTAL AFTER THIS C/O	

JUSTIFICATION (REQUIRED FOR ALL TRANSACTIONS)

--

By signing this agreement, the Contractor hereby releases the County, its agents and employees from any and all liabilities under this contract for further equitable adjustments and/or claims associated with this change order.

VENDOR/ CONTRACTOR AUTHORIZATION

DATE:

DEPARTMENT APPROVAL SIGNATURE

DATE:

OFFICIAL PROCUREMENT DIVISION USE ONLY

PROCUREMENT APPROVAL:

DATE:

ADD THE FOLLOWING TEXT TO PO/DO:

TRACK CHANGES: ☐ YES ☐ NO

CHANGE AWARD AMOUNT TO :



CHANGE ORDER REQUEST FORM CONTINUATION SHEET

CHANGE ORDER NO.	DOCUMENT NUMBER (ATTACH A COPY)

INCREASE, DECREASE OR DELETE COMMODITY LINE

CMDTY. LINE NO.	ACTION			PREVIOUS LINE DOLLAR AMOUNT	NEW LINE DOLLAR AMOUNT	COMMODITY LINE DESCRIPTION/COMMENTS	NET DOLLAR CHANGE
		FROM					
		TO					
		FROM					
		TO					
		FROM					
		TO					
		FROM					
		TO					
		FROM					
		TO					
		FROM					
		TO					
		FROM					
		TO					
		FROM					
		TO					

ADD COMMODITY LINE

CMDTY. LINE NO.	CMDTY. CODE	DESCRIPTION		QTY.	OF MEAS.	UNIT COST	ACCOUNTING LINE	CHANGE
		FOR D.O. YOU MUST SPECIFY AN MA LINE	MA LINE					

FUNDING: ACCOUNTING LINE OR REPORTING CODE CHANGE

CMDTY. LINE NO.	ACCTG. LINE NO.	FROM AMOUNT	TO AMOUNT	FROM ACCOUNTING LINE	TO ACCOUNTING LINE	FROM REPORTING CODE	TO REPORTING CODE

EXHIBIT 12

PROCUREMENT CARD APPLICATION

**Bank of America Merrill Lynch
Orange County Procurement Card Application**

EMPLOYEE INFORMATION

First Name

Middle Initial

Last Name

Department

Division

Business Address

City

State

Zip

()

Business Phone

Email Address

Employee ID #

Fund (example: 0001)

Department Code (example: 043)

Unit (example: 2000)

Division Transaction Approver

Signature of Division Transaction Approver

EMPLOYEE / APPROVAL SIGNATURE

Signature of Applicant / Date

Signature of Manager / Date

EXHIBIT 13

TRAVEL CARD APPLICATION

**Bank of America Merrill Lynch
Orange County Procurement Travel Card Application**

EMPLOYEE INFORMATION

First Name

Middle Initial

Last Name

Department

Division

Business Address

City

State

Zip

()

Business Phone

Email Address

Employee ID #

Fund (example: 0001)

Department Code (example: 043)

Unit (example: 2000)

Division Transaction Approver

Signature of Division Transaction Approver

EMPLOYEE / APPROVAL SIGNATURE

Signature of Applicant / Date

Signature of Manager / Date

EXHIBIT 14

PROCUREMENT CARD TERMINATION FORM

DATE:

TO:

Procurement Card Program Administrator
Procurement Division

THRU:

Division Manager

SUBJECT: Termination of Bank of America Orange County Procurement Card

The procurement card will be securely shredded and disposed of in accordance with established security protocols to prevent unauthorized use. The following information is provided:

- a. Name: _____
- b. Procurement Card Number: **LAST 4 DIGITS ONLY:** _____
- c. Division: _____
- d. Reason for termination of card: (Check appropriate block)
 - (1) Termination of County employment ☐
 - (2) Transfer to another Division within the County ☐
 - (3) Other ☐
- e. Effective date of termination: _____

Signature of Employee

Receipt acknowledged by:

Procurement Card Administrator, Procurement Division

Date

c: Accounts Payable, Comptroller

Attachment 2

EXHIBIT 15

TRAVEL CARD TERMINATION FORM

DATE:

TO: Pcard Admins
Procurement Card Program Administrator
Procurement Division

THRU: Division Manager

SUBJECT: Termination of Bank of America Orange County Procurement Travel Card

The procurement travel card will be securely shredded and disposed of in accordance with established security protocols to prevent unauthorized use. The following information is provided:

- a. Name: _____
- b. Procurement Card Number: **LAST 4 DIGITS ONLY:** _____
- c. Division: _____
- d. Reason for termination of card: (Check appropriate block)
 - (1) Termination of County employment ☐
 - (2) Transfer to another Division within the County ☐
 - (3) Other ☐
- e. Effective date of termination: _____

Signature of Employee

Receipt acknowledged by:

Procurement Card Administrator, Procurement Division

Date

c: Accounts Payable, Comptroller

Attachment 2

EXHIBIT 16

PROCUREMENT CARD MONTHLY PURCHASE LOG

Attach all card statements, receipts, insurance approvals and compliance documentation.

[illegible]

EXHIBIT 17

TRAVEL CARD MONTHLY PURCHASE LOG

PROCUREMENT TRAVEL CARD MONTHLY PURCHASE LOG

(MANDATORY)

Cardholder (Print Name): _____

Statement for the Month of: _____

Cardholder Signature: _____

Division: _____

Extension: _____

[illegible]

EXHIBIT 18

NOTIFICATION OF LOST OF STOLEN PROCUREMENT CARD

**NOTIFICATION OF LOST OR
STOLEN PURCHASING CARD**

DATE: _____

TO: [Bank of America Merrill Lynch](#)
Attn.: Commercial Card Services
Fax Number:

THRU: _____ Division Manager

FROM: _____ (Cardholder)

SUBJECT: Notification of Lost or Stolen Purchasing Card

You are hereby notified that the following purchasing card is no longer in my possession and is believed to be lost or stolen:

Cardholder Information

Name: _____

Employee ID#: _____

Division: _____

Purchasing Card Account Number: _____

Indicate if lost or stolen: _____

Date Missing: _____

Signature of Cardholder

c: Procurement Purchasing Card Program Administrator, Procurement Division and
Accounts Payable Purchasing Card Program Administrator, Comptroller

EXHIBIT 19

NOTIFICATION OF LOST OR STOLEN TRAVEL CARD

**NOTIFICATION OF LOST OR
STOLEN TRAVEL CARD**

DATE: _____

TO: [Bank of America Merrill Lynch](#)
Attn.: Commercial Card Services
Fax Number:

THRU: _____ Division Manager

FROM: _____ (Cardholder)

SUBJECT: Notification of Lost or Stolen Travel Card

You are hereby notified that the following purchasing card is no longer in my possession and is believed to be lost or stolen:

Cardholder Information

Name: _____

Employee ID#: _____

Division: _____

Purchasing Card Account Number: _____

Indicate if lost or stolen: _____

Date Missing: _____

Signature of Cardholder

c: Procurement Purchasing Card Program Administrator, Procurement Division and
Accounts Payable Purchasing Card Program Administrator, Comptroller

EXHIBIT 20

PROCUREMENT CARDHOLDER AGREEMENT AND ACKNOWLEDGEMENT OF RECEIPT

ORANGE COUNTY CARDHOLDER AGREEMENT AND ACKNOWLEDGEMENT OF RECEIPT

I agree to use this procurement card only for actual and necessary County business expenses incurred by me in accordance with the County's Procurement Card Procedures.

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

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

If the card is lost or stolen, I will immediately notify the issuing bank by telephone. I will confirm the telephone notification by mail or facsimile to the issuing bank with a copy to Procurement Monitor. I understand that failure to promptly notify the issuing bank of the theft, lost, or misplacement of the procurement card may make me responsible for any fraudulent use of the card.

The use of this procurement card is to be limited to \$10,000.00 or less per transaction in accordance with the procedures.

I certify that I received the VISA procurement card listed below and a copy of the County's Procurement Card Procedures. I understand that failure to use this procurement card in accordance with all procedures may result in my card privileges being suspended or revoked. I further understand that personal use of the procurement card is strictly prohibited. Moreover, any personal use will require immediate reimbursement to the County, cancellation of card privileges and disciplinary action, which may include dismissal.

I hereby authorize the County to deduct from my wages or from any other amounts payable to me, an amount equal to the total charges for improper or unauthorized purchases with the procurement card even if I am no longer employed by the County. Also, if the County initiates legal proceedings to recover amounts owed by me for unauthorized/improper purchases, I agree to pay court costs, reasonable attorney fees and other expenses incurred by the County in such proceedings assuming the County prevails in such legal action.

Card Number: _____

Single Purchase Limit: \$10,000.00

30-Day Limit: \$50,000.00

Signature: _____

(Print or Type Name)

Date: _____

Division: _____

Extension: _____

Division Transaction Approver: _____

Extension: _____

c: Cardholder
Division Transaction Approver
Procurement Division Procurement Card Program Administrator
Accounts Payable

Delinquent Statements

A cardholder is in violation when they fail to submit the statement along with the required documentation, including all applicable reconciliation functions by the deadline set by the Procurement Division and Comptroller/Accounts Payable.

- First Occurrence Written Notice of Warning to the cardholder from Comptroller/Accounts Payable.
- Second Occurrence Infraction Letter to the cardholder from Comptroller/Accounts Payable.
- Third Occurrence Refer infraction to Procurement for three (3) month suspension.
- Fourth Occurrence Refer infraction to Procurement for six (6) month suspension.
- Fifth Occurrence Refer infraction to Procurement for twelve (12) month suspension.
- Sixth Occurrence Refer to Procurement to permanently revoke cardholder privileges.

All warnings and infractions will be noticed to the cardholder and copied to the Division Manager, Transaction Approver, Procurement Manager, and Procurement Card Administrators.

Misuse of Procurement Card:

Procurement Card misuse includes, but is not limited to, pyramiding, other *unauthorized purchases, and use of the card by someone other than the cardholder (including their staff or administrative support). The cardholder will receive notice informing them of the infraction and providing them the opportunity to respond with any additional information that might clarify the situation. If acceptable information is received, the infraction notice will be withdrawn. If no information is received or the information received is unacceptable, the warning will remain and future offenses will be handled as specified in this section.

- First Occurrence Written Notice of Warning to the cardholder from Procurement.
- Second Occurrence Infraction letter to the cardholder from Procurement.
- Third Occurrence Infraction letter to notify cardholder of a three (3) month suspension of cardholder privileges from Procurement.
- Fourth Occurrence Infraction letter to notify cardholder of a six (6) month suspension of cardholder privileges from Procurement.
- Fifth Occurrence Infraction letter to notify cardholder of twelve (12) month suspension of cardholder privileges from Procurement.
- Sixth Occurrence Notification of permanent revocation of cardholder privileges from Procurement.

All suspension, revocations or terminations will be noticed, by the Procurement Division, to the cardholder and copied to the Division Manager, Transaction Approver, Procurement Card Administrator and Accounts Payable.

Any cardholder who demonstrates a lack of responsibility by failing to meet the overall requirements of the procurement card program will have their cardholder privileges permanently revoked.

*Unauthorized purchases included but are not limited to the following:

Pyramiding – The purchase of two or more of the same requirements within a short period of time that collectively exceeds the single purchase limit.

Payment of invoices that are for purchases that are 45 days or older. See Section II, A.8.

Payment of items for personal use.

****Note: These requirements do not supersede Orange County Personnel Policy and cardholders may be subject to further disciplinary action.**

Signature: _____

Print: _____

Date: _____

Employee ID# _____

EXHIBIT 21

TRAVEL CARDHOLDER AGREEMENT AND ACKNOWLEDGEMENT OF RECEIPT

**ORANGE COUNTY PURCHASING TRAVEL CARDHOLDER AGREEMENT
AND ACKNOWLEDGEMENT OF RECEIPT**

I agree to use this purchasing travel card only for actual and necessary County business expenses incurred by me in accordance with County's Purchasing Card Procedures.

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

I agree to surrender the purchasing travel card immediately upon retirement, termination, or upon request of an authorized representative of the County. I understand that use of the purchasing card after privileges are withdrawn is prohibited.

If the card is lost or stolen, I will immediately notify the issuing bank by telephone. I will confirm the telephone notification by mail or facsimile to the issuing bank with a copy to Purchasing/Travel Monitor. I understand that failure to promptly notify the issuing bank of the theft, lost, or misplacement of the purchasing card may make me responsible for any fraudulent use of the card.

The use of this purchasing card is to be limited to \$5,000 or less per transaction in accordance with the procedures.

I certify that I received the VISA purchasing card listed below and a copy of the County's Purchasing Travel Card Procedures. I understand that failure to use this purchasing travel card in accordance with all procedures may result in my card privileges being suspended or revoked. I further understand that personal use of the purchasing travel card is strictly prohibited. Moreover, any personal use will require immediate reimbursement to the County, cancellation of card privileges and disciplinary action, which may include dismissal.

I hereby authorize the County to deduct from my wages or from any other amounts payable to me, an amount equal to the total charges for improper or unauthorized purchases with the purchasing card even if I am no longer employed by the County. Also, if the County initiates legal proceedings to recover amounts owed by me for unauthorized/improper purchases, I agree to pay court costs, reasonable attorney fees and other expenses incurred by the County in such proceedings assuming the County prevails in such legal action.

Card Number: _____

Single Purchase Limit: \$ 5,000.00

30-Day Limit: \$37,500.00

Signature: _____

(Print or Type Name)

Date _____

Division: _____

Extension: _____

Transaction Approver: _____

Extension: _____

c: Cardholder
 Transaction Approver
 Purchasing Card Program Administrator
 Accounts Payable

EXHIBIT 22

PROCUREMENT CARD REPRESENTATIVE APPLICATION

**BANK OF AMERICA MERRILL LYNCH
ORANGE COUNTY
DIVISION TRANSACTION APPROVER**

DATE: _____

TO: Deb Jamerson, Purchasing Card Program Administrator
Procurement Division

FROM: Division Manager, _____

SUBJECT: DIVISION TRANSACTION APPROVER

The following individual is the Division Transaction Approver:

Employee's Full Name: (Type): _____

Signature: _____

Title: _____

Telephone: _____

Business Address: _____

Email Address: _____

Division: _____

Department: _____

Accounting Line: _____
(example: 0001 fund, 043 dept., 2000 unit)

Signature of Division Manager: _____
(must have Division Manager's signature)

LIST SPECIFIC CARDHOLDER/S THAT YOU WILL BE ASSISTING WITH TRANSACTIONS & NOTES IN
BOA WORKS AS THE REPRESENTATIVE:

_____	_____
_____	_____
_____	_____

cc: Accounts Payable, Comptroller

EXHIBIT 23

TRAVEL CARD REPRESENTATIVE APPLICATION

**ORANGE COUNTY
PURCHASING TRAVEL CARD REPRESENTATIVE**

DATE: _____

TO: Julie Danielson, Purchasing Travel Card Program Administrator
Purchasing and Contracts Division

FROM: Division Manager, _____

SUBJECT: Purchasing Travel Card Representative

The following individual is the purchasing travel card representative:

Employee's Full Name: (Type) _____

Signature _____

Title: _____

Telephone: _____

Business Address: _____

Email Address: _____

Division: _____

Department: _____

Accounting Line: _____
(example: 0001 fund, 043 dept., 2000 unit)

Signature of Division Manager: _____
(must have Division Manager's signature)

LIST SPECIFIC CARDHOLDER/S THAT YOU WILL BE ASSISTING WITH
TRANSACTIONS & NOTES IN PAYMENTNET AS THE REPRESENTATIVE:

_____	_____
_____	_____
_____	_____

c: Accounts Payable, Comptroller

EXHIBIT 24

PROCUREMENT CARD APPLICATION FOR NAME CHANGE

Bank of America Merrill Lynch
Orange County Procurement Card Application for Name Change

EMPLOYEE INFORMATION

First Name	Middle Initial	Former Last Name	Current Last Name
------------	----------------	------------------	-------------------

Department	Division
------------	----------

Business Address

City	State	Zip
------	-------	-----

() Business Phone	Email Address	Employee ID #
---------------------------	---------------	---------------

Fund (example: 0001)	Department (example: 043)	Unit (example: 2000)
----------------------	---------------------------	----------------------

Division Transaction Approver	Signature of Division Transaction Approver
-------------------------------	--

EMPLOYEE / APPROVAL SIGNATURE

Signature of Applicant / Date	Signature of Manager / Date
-------------------------------	-----------------------------

EXHIBIT 25

TRAVEL CARD
APPLICATION FOR NAME CHANGE

Bank of America Merrill Lynch
Orange County Purchasing Travel Card Application for Name Change

EMPLOYEE INFORMATION

First Name	Middle Initial	Former Last Name	Current Last Name
------------	----------------	------------------	-------------------

Department

Division

Business Address

City

State

Zip

()

Business Phone

Email Address

Employee ID #

Fund (example: 0001)

Department (example: 043)

Unit (example: 2000)

Division Transaction Approver

Signature of Division Transaction Approver

EMPLOYEE / APPROVAL SIGNATURE

Signature of Applicant / Date

Signature of Manager / Date

EXHIBIT 26

PROCUREMENT CARD EXCEPTION REQUEST

P-Card Exception Request

Note: Exceptions may only be considered for review prior to the purchase/transaction being processed. Post purchase exception requests will not be processed.

Instructions: The original exception request form must be completed and forwarded to the Division Manager for signature. Once the form has been signed, you must scan and email to Susan.Martin@ocfl.net, Gina.Segui@ocfl.net and PcardAdmins@ocfl.net for review. During the review process Susan/Gina will determine the insurance requirements or waiver, and the P-Card Administrative Team will provide the approval or decline for the transaction to be processed on the P-Card.

Date: _____ Department Name: _____

Division Name: _____ Division Contact for Request: _____

Division Contact E-mail: _____ Division Contact Phone Number: _____

Provide a detailed description of the P-Card exception that is being requested. Include as much information as possible including the type/scope of purchase, the amount and the reason that the exception is needed. Attach any and all insurance documents you may have already obtained or an additional sheet for comments and backup documentation if needed.

(Field length is limited to the visible area)

Division Manager

Name (Print) _____ Signature _____ Date _____

Risk Management Division

Insurance Required _____

Insurance Waived _____ Insurance Compliant _____

Name (Print) _____ Signature _____ Date _____

Procurement Division

Approved/Decline _____

Name (Print) _____ Signature _____ Date _____

Additional Instruction _____

EXHIBIT 27

PROTEST HEARING FORM

**PROCUREMENT DIVISION
PROTEST HEARING FORM
ORANGE COUNTY, FLORIDA**

BIDDER/PROPOSER NAME: _____

IFB/RFP NUMBER: _____

DATE OF HEARING: _____

NATURE OF PROTEST:

FINDING/RECOMMENDATION OF PROTEST
COMMITTEE/PROCUREMENT COMMITTEE:

SIGNATURES OF PROTEST COMMITTEE/PROCUREMENT
COMMITTEE:

_____ DATE _____

_____ DATE _____

_____ DATE _____

_____ DATE _____

_____ DATE _____

EXHIBIT 28

FORMAT FOR PURCHASE ORDERS FOR TEAR DOWNS AND QUOTES

FORMAT FOR PURCHASE ORDERS FOR TEAR DOWNS AND QUOTES

EXHIBIT J

These Purchase Orders shall be consistent with the following format: (SAMPLE)

THE PURPOSE OF THIS PURCHASE ORDER IS TO PROVIDE A TEAR DOWN AND QUOTE
TO DETERMINE THE EXTENT OF REPAIRS REQUIRED FOR THE FOLLOWING EQUIPMENT:

Cummins 850 water cooled engine

LOCATION:

Public Works Maintenance Facility, 1234
Gardener Lane, Orlando, FL.

CONTACT PERSON:

Walter Summers, 407-836-1018

SCOPE OF SERVICES:

Vendor shall inspect and/or disassemble equipment to determine the cost of the repair. The vendor shall provide two quotations

- a) One quotation shall be the costs to re-assemble the equipment and return it to the County site if previously removed for evaluation. \$_____
- b) The other quotation shall be for the repair costs. \$_____

This purchase order is our acceptance of your quote for the cost of repairs, or reassemble and return.

EXHIBIT 29

PROCUREMENT THRESHOLDS

ORANGE COUNTY STANDARD PROCUREMENT THRESHOLDS

- I. **Small Purchases** (up to \$10,000): Purchases up to \$10,000 procured on the open market with or without competition. However, every attempt shall be made to secure such purchases from certified M/WBE vendors.
- II. **Informal Quotes** (greater than \$10,000 - \$150,000*): Purchases exceeding \$10,000 to \$150,000 are procured via soliciting a minimum of three (3) written quotes from selected vendors, one of which should be a certified M/WBE vendor, if available.
- III. **Formal Solicitations (Invitation for Bids, Request for Proposals)** (greater than \$150,000): All requirements exceeding \$150,000 are acquired through this process, with the exception of sole source and emergency procurements, as defined in the Procurement Procedures Manual.

** **Note:** Quotations solicited at the Department/Division level shall not exceed \$150,000 unless a Sole Source or a time sensitive emergency applies. The Procurement Division reserves the right to solicit or re-solicit all informal requirements to ensure selections are in the County's best interest.*

FEDERAL PROCUREMENT THRESHOLDS

- I. **Micro Purchases** (up to \$10,000): Purchases up to \$10,000 are procured on the open market with or without competition. To the extent practicable, the department must distribute purchases equitably among qualified suppliers and use small and minority businesses, women's business enterprises, and labor surplus area firms when possible. All contractors/suppliers shall be checked in SAM.gov to ensure they are free of exclusions.
- II. **Simplified Acquisition** (greater than \$10,000 - \$250,000*): Purchases exceeding \$10,000 to \$250,000 are procured via a minimum of three (3) written quotes.
- III. **Formal Solicitations (Invitation for Bids, Request for Proposals)** (greater than \$250,000): All requirements exceeding \$250,000 are acquired through this process, with the exception of sole source and emergency procurements, as defined in the Procurement Procedures Manual.

** **Note:** Quotations solicited at the Department/Division level shall not exceed \$250,000 unless a Sole Source or a time sensitive emergency applies. The Procurement Division reserves the right to solicit or re-solicit all informal requirements to ensure selections are in the County's best interest.*

RESOLUTION

of the
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
regarding
**USE OF THE FEDERAL SIMPLIFIED ACQUISITION THRESHOLD WHEN MAKING
PROCUREMENTS WITH FEDERAL FINANCIAL ASSISTANCE**

Resolution No. 2021-M-29

WHEREAS, pursuant to 2 CFR §200.40, “**Federal Financial Assistance**,” means federal funds that non-Federal entities, such as Orange County, Florida (the “**County**”), receive or administer in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other financial assistance (with limited exceptions); and

WHEREAS, in Fiscal Year 2019-2020, the County had an available budget of \$416,806,049 in Federal Financial Assistance; and

WHEREAS, unless expressly permitted otherwise by the Federal Government, the County must comply with the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* as found in 2 CFR Part 200 (the “**Uniform Guidance**”) when making payments that in any part use Federal Financial Assistance¹; and

WHEREAS, the Uniform Guidance, in part, requires that the County uses formal procurement methods when using Federal Financial Assistance to make procurements with values exceeding either: (1) the Federal “**Simplified Acquisition Threshold**” (as established below); or (2) a lower threshold for formal procurement established by the County; and

WHEREAS, 48 CFR § 2.101 establishes the Federal Simplified Acquisition Threshold, which is currently set to \$250,000 but may be amended, from time to time, by the Federal Government; and

WHEREAS, through its adoption of Resolution No. 2019-M-30, the Orange County Board of County Commissioners (the “**Board**”) increased the County’s mandatory bid amount, which serves as the County’s own Simplified Acquisition Threshold, to \$150,000; and

¹ Unless such Federal Financial Assistance is being administered by the U.S. Department of Health and Human Services, at which point the County must instead use the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards as found in 45 CFR Part 75 which, for the purposes of this Resolution, has substantially the same requirements as 2 CFR Part 200.

WHEREAS, as Federal Financial Assistance often comes with inflexible program delivery and fund expenditure deadlines, procedural delays in making payments using such assistance that are not otherwise required by the Federal Government may unnecessarily lead to the County being unable to fully utilize such federal assistance within the timeframes provided; and

WHEREAS, the Board recognizes that formal procurement methods require more time and resources to complete than do informal procurement methods – such as the federally-compliant small purchase methods generally permitted by the Federal Government for procurements that fall under the Federal Simplified Acquisition Threshold; and

WHEREAS, failure by the County to timely utilize any portion of the Federal Financial Assistance it receives jeopardizes its ability to obtain such assistance in the future and may result in the County being required to return any unused federal assistance to the Federal Government; and

WHEREAS, as Resolution No. 2019-M-30 did not contain any exceptions to the County's mandatory bid amount based on a procurement's funding source, when making procurements with Federal Financial Assistance, the County currently must comply with its \$150,000 mandatory bid threshold instead of benefitting from the time-saving efficiencies that could be gained by using the Federal Government's higher Federal Simplified Acquisition Threshold (currently, \$250,000); and

WHEREAS, it is the Board's desire that the County expend the Federal Financial Assistance it receives in the most efficient and effective manner possible to ensure that it timely meets its obligations under such Federal Financial Assistance while still being financially responsible and compliant with the Uniform Guidance; and

WHEREAS, the Board therefore finds that adopting the Federal Government's Simplified Acquisition Threshold for the limited purpose of procurements made with Federal Financial Assistance will best serve the interests of the Orange County community and the general public welfare.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:

Section 1. The above recitals are hereby incorporated and are to be considered binding.

Section 2.

- (1) For the limited purpose of procurements made by the County using Federal Financial Assistance, whether in whole or in part, the Board hereby sets the County's mandatory bid threshold to match the Federal Government's Simplified Acquisition Threshold. This action shall include any future

amendments or adjustments made to the Federal Simplified Acquisition Threshold by the Federal Government. For reference purposes only, the current Federal Simplified Acquisition Threshold is \$250,000.

- (2) For all other procurements made by the County, the mandatory bid threshold as adopted in Resolution 2019-M-30 remains in full force and effect.

Section 3. This Resolution shall be retroactively effective as of March 3, 2021.

ADOPTED this 24th day of August, 2021.

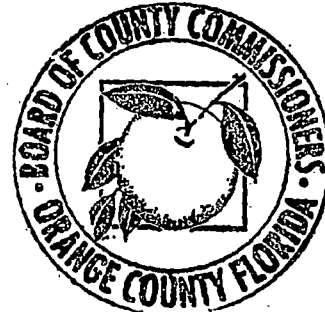
ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Bryan B. Brown*
for Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: *Katie Smith*
Deputy Clerk



RESOLUTION

of the
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
regarding
**INCREASING ORANGE COUNTY, FLORIDA'S
MANDATORY BID THRESHOLD**

Resolution No. 2019-M-30

WHEREAS, the Orange County Board of County Commissioners (the "Board") adopted the Article III of Chapter 17 of the Orange County Code (the "Orange County Procurement Ordinance") with the purpose of placing Orange County's (the "County") purchasing function under a centralized system that would enable the County to:

- (1) Establish policies governing all purchases and contracts, encouraging and promoting fair and equal opportunity for all persons doing business with the County;
- (2) Obtain goods and services of satisfactory quality and quantity at reasonable costs for the County;
- (3) Permit the continued development of procurement policies and procedures of purchasing and contracts;
- (4) Foster effective broad-based competition within the free enterprise system; and
- (5) Provide safeguards for the maintenance of a procurement system of quality and integrity; and

WHEREAS, Section 17-309, Orange County Code, provides that the procurement of all goods, material, equipment, services, and combinations of goods and services made by, or on behalf of, the Board in an amount equal to, or in excess of, the mandatory bid amount shall be awarded through a formal competitive solicitation process; and

WHEREAS, Section 17-287, Orange County Code, states that the mandatory bid amount shall be established as policy by the Board; and

WHEREAS, the County's current mandatory bid amount is set at thirty-five thousand dollars (\$35,000) and has not been significantly changed since the adoption of the Orange County Procurement Ordinance in 1992; and

WHEREAS, because formal competitive solicitations require extensive business resources, coordination, analysis, and documentation, the formal competitive solicitation process is intended to be reserved for high-value and high-risk procurements; and

WHEREAS, informal competitive quote-based solicitations are intended to be reserved for low-value, low-risk, day-to-day operational procurements because such an informal procurement process: creates a simplified experience for the business community; utilizes moderate business and Orange County staff resources; and provides for expedited coordination, analysis, and documentation; and

WHEREAS, Orange County will be better able to attract qualified businesses, including small, minority, and women owned businesses, by providing a simplified, informal competitive quote-based process for low-value, low-risk, day-to-day procurements; and

WHEREAS, the Procurement Division surveyed the Federal Government, Manatee County, Miami-Dade County, Palm Beach County, Pinellas County, the City of Orlando, Broward County, and Hillsborough County and found that the average of those eight (8) government's mandatory bid thresholds was just under one hundred and forty four thousand dollars (\$144,000) with the three (3) highest mandatory bid thresholds at two hundred and fifty thousand dollars (\$250,000) and the two (2) lowest at fifty thousand dollars (\$50,000);

WHEREAS, based on the Procurement Division's survey, Orange County's current mandatory bid threshold is seventy-three percent (73%) lower than the average of those government agencies surveyed; and

WHEREAS, the Board wishes to modernize the County's mandatory bid threshold by bringing it in line with those of similarly-sized and similarly-situated local governments; and

WHEREAS, the Board intends to ensure that the County's mandatory bid threshold remains in sync with the current economic climate by tying it to the Consumer Price Index (CPI) for urban consumers.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:

Section 1. The above recitals are hereby incorporated and are to be considered binding.

Section 2. The Board hereby increases the mandatory bid threshold for Orange County to one hundred and fifty thousand dollars (\$150,000).

Section 3. The Board additionally:

- (1) Directs staff to review the mandatory bid threshold in the year 2025 and to adjust it for inflation based on the CPI for urban consumers, rounded to the nearest thousand; and

- (2) Authorizes staff to review and adjust the mandatory bid threshold for inflation based on the CPI for urban consumers, rounded to the nearest thousand, every five years thereafter.

Section 4. The effective date of this Resolution shall be October 1, 2019.

ADOPTED this ____ day of AUG 06 2019, 2019.



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: Brynn Brooks
for Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: Katie Smith
Deputy Clerk

EXHIBIT 30

PURCHASE ORDER/CONTRACT DOCUMENTATION OF EXEMPTION FORM

**PURCHASE ORDER / CONTRACT DOCUMENTATION OF EXEMPTION**

Vendor Name:			
Date Submitted:		Department/Division:	
Requisition Number:		Requestor Name:	
Amount of Purchase:		Requestor Phone:	

In accordance with the Orange County Ordinance, Chapter 17, Finance, Article III, Procurement:

The Procurement Ordinance shall apply to every purchase/procurement by the board of county commissioners and the departments and advisory boards which are under the control of the board of county commissioners, irrespective of their fund source, including state and federal assistance monies, except as otherwise specified by law. They shall not apply to:

SELECT ONE (REQUIRED)

- | | |
|--|---|
| ☐ Agreements between the board of county commissioners and nonprofit organizations or governmental entities including the procurement, transfer, sale or exchange of goods and/or services. | ☐ Water, sewer, and electrical utility services |
| ☐ Procurement of dues and memberships in trade or professional organizations | ☐ Copyrighted & Patented materials |
| ☐ Subscriptions for periodicals | ☐ Art and artistic services |
| ☐ Advertisements | ☐ Employment agreements |
| ☐ Postage | ☐ Fees and costs of job-related travel, seminars, tuition, registration and training. |
| ☐ Paralegals & Court reporter services | ☐ Goods and/or services given, or accepted by the county via grant, gift or bequest. |
| ☐ Specialized legal services & Expert witnesses | ☐ Blanket purchase orders issued on an annual basis wherein the exact quantity of items or identification of specific items cannot be determined in advance. |
| ☐ Real property, abstracts of titles for real property & title insurance for real property | ☐ Items purchased for resale to the general public. |

SOURCE SELECTION (REQUIRED)

- ☐ Explain the basis for selecting this source, including any relevant factors, limitations or considerations.

Detail:

- ☐ Confirm due diligence has been conducted, appropriate to the size and scope of the proposed agreement. Requestors are encouraged to assess previous experience, licensing, capacity, financial integrity, and potential risks (including ethical, legal, or performance-related concerns).

Detail actions:

Exemptions from the Procurement Ordinance do not remove the obligation to act in the County's best interest. Departments must still exercise due diligence, ensure fairness and reasonableness of pricing, and maintain records to support all procurement decisions.

FINANCIAL REVIEW (REQUIRED)

Detail the research and analysis conducted to determine that the pricing associated with this exempt procurement is fair and reasonable. Select one or more options below. Details are required.

☐	Comparable to Orange County past procurement history	(Detail specific Contracts and Purchase Orders)
☐	Reasonable based on an analysis of procurements by other governmental agencies	(Detail agencies and findings)
☐	Reasonable in comparison to an internally developed project estimate	(Detail estimate value and analysis)
☐	Reasonable in comparison to a 3rd Party Consultant's estimate	(Detail analysis and findings)
☐	Reasonable based on an analysis of outsourcing versus utilizing internal labor	(Detail analysis and findings)
☐	Reasonable based on an analysis of pricing trends, the Consumer Price Index, Producer's Price Index or other governmental index	(Detail analysis and findings)
☐	Reasonable based on other analysis, as detailed herein	(Detail analysis and findings)
☐	Negotiation was not feasible or was unsuccessful, and no equivalent or competitive alternatives are available.	(Detail efforts and analysis)
☐	Competitive Selection	Quotes are attached. Competition was a consideration of the source selection.

EXEMPTION APPROVAL PROCESS

[rev. 08-25]

CAUTION

This document requests an exemption from competitive procurement as permitted by the Orange County Ordinance, Chapter 17, Finance, Article III, Procurement. Submission of false, misleading, or incomplete information may result in criminal and civil penalties.

Procurement transactions that involve monetary gifts, such as donations or other financial contributions, shall require prior approval by the Board of County Commissioners before the Procurement Division will authorize or execute the transaction.

By signing below, you certify that to the best of your knowledge, this request for exemption, and the information provided herein is accurate and truthful.

DEPARTMENT/ DIVISION RECOMMENDATION

Pursuant to Florida Statute 839.13, any public officer or employee who knowingly and willfully falsifies or conceals material information in connection with this document commits a misdemeanor, punishable under FS 775.082 and FS 775.083. Violations committed with corrupt intent may also constitute official misconduct under FS 838.022, a third-degree felony subject to criminal prosecution.

[Sign] _____
Requestor/ Technical Contact Date

[Sign] _____
Division Manager OR Date
Department Director

PROCUREMENT DIVISION APPROVAL

[Sign] _____
Buyer/ Contracting Agent Date

[Sign] _____
Supervisor Date

Procurements requiring Board Approval may require a price negotiation memorandum.

[Sign] _____
Procurement Division Manager / Date
Assistant Manager

Gifts/Monetary Contributions: ☐ NO – Not Applicable
☐ YES – Board Approved

Remarks:

EXHIBIT 31

ALTERNATE CONTRACT SOURCE APPROVAL FORM



ORANGE COUNTY PROCUREMENT DIVISION ALTERNATE CONTRACT SOURCE APPROVAL

[rev. 09-19]

Vendor Name:		Contract Number:	
Date Submitted:		Department/Division:	
Requestor Name:		Requestor Phone:	

REQUESTOR SHALL COMPLETE STEPS 1-3 AND PROVIDE THE REQUIRED DOCUMENTATION:

PROCESS	ATTACH COPIES:	VALIDATE THE FOLLOWING:
Step 1	☐ Final Contract	☐ The contract contains a cooperative or piggy-back provision allowing use by other government agencies. ☐ Valid from _____ through _____. ☐ I have reviewed the terms and conditions and take no exception. ☐ Payment provision is no less than Net 30.
Step 2	☐ Formal Solicitation (Invitation for Bids or Request for Proposals)	☐ Solicitation was advertised, open and unrestricted.
Step 3	☐ Bid tabulation, Score Sheet or proof of award	☐ Validate competition was achieved.

SUBMITTAL

Sign, date and attach all supportive documentation for consideration and approval.

<u>REQUESTING DEPARTMENT DIRECTOR / DIVISION MANAGER</u>	
[Sign] _____	_____
[Print]	Date

PROCUREMENT REVIEW – OFFICIAL USE ONLY [Buyer: _____]

☐ Method of Selection meets competitive standards.	☐ Terms and Conditions are not objectionable.	☐ Payment terms are achievable.	☐ Pricing methodology is structured, verifiable and auditable.
Comments:			
<u>PROCUREMENT DIVISION APPROVAL</u>			
[Sign] _____		_____	
Procurement Manager or Authorized Designee		Date	
LOGGED: _____ Buyer Initials _____ Date _____ (Scanned format: Vendor Name_Contract Number)			

EXHIBIT 32

PIGGYBACK REQUISITION CHECKLIST



ORANGE COUNTY PROCUREMENT DIVISION
PIGGYBACK/COOPERATIVE REQUISITION CHECKLIST

[rev. 03-25]

Vendor Name:		Requisition Number:	
Date Submitted:		Department/Division:	
Requestor Name:		Requestor Phone:	

FOR APPROVED ALTERNATE CONTRACT SOURCES (ACS) ONLY

☐ Standard Review	☐ Federal Uniform Guidance Review
--	--

REQUESTOR SHALL COMPLETE STEPS BELOW AND PROVIDE THE REQUIRED DOCUMENTATION

PROCESS	ATTACH COPIES:	VALIDATE THE FOLLOWING:
Step 1	☐ Contract Number: _____	☐ Confirm Contract is on the ACS log. ☐ Contract is not expired.
Step 2	☐ Contract Quotation	☐ Vendor Name on the contract matches the quote and requisition
Step 3	☐ Line-by-Line Pricing Validation (Critical) Provide highlighted price sheets matching contractual prices and documentation when applicable.	☐ Validate each item offered in the quotation is verifiable on the contract and accurately priced. ☐ Flag any open market items.
Additional Step 4 (GSA ONLY)	☐ GSA Procurements over 50K require written analysis demonstrating this is the most advantageous procurement method ☐ GSA Procurements require a signed statement from the contract holder authorizing the County's use of the GSA contract and extending the pricing, terms and conditions. This is not applicable to COOP PURCH.	☐ After analysis, pricing is deemed reasonable and this is documented in memo format and attached to the quote. ☐ Contract Holder statement is on letterhead. ☐ Contract Holder statement is signed.

PROCUREMENT REVIEW – OFFICIAL USE ONLY **[Buyer: _____]**

Approved ACS: ☐ Pass ☐ Fail	Active Contract: ☐ Pass ☐ Fail	Pricing Audit: ☐ Pass ☐ Fail
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COMMENTS:

PROCUREMENT DIVISION APPROVAL

[Sign] _____

Buyer

_____ Date

IF APPLICABLE -

Contract Pricing / Open Market Ratio Evaluation

☐ Pass ☐ Fail

[Sign] _____

Procurement Manager/Administrator

EXHIBIT 33

SHORT FORM REQUEST FOR QUOTATIONS



ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS REQUEST FOR QUOTATIONS

ISSUED DATE: 01/01/01

DIRECT QUESTIONS TO: First Name Last Name
EMAIL ADDRESS: First.Last@ocfl.net
PHONE NUMBER: 407.836.0000

PRICE QUOTES MUST BE FIRM FOR 60 DAYS
REPLY NO LATER THAN: 01/10/17 at 12:00PM
REPLY VIA EMAIL TO: First.Last@ocfl.net

Scope of Services: Describe the work required.

Licenses/Qualifications: Describe the experience and credentials required.

REQUEST FOR QUOTATIONS FORM

PAYMENT TERMS: Net 45, in accordance with the Local Government Prompt Payment Act, F.S. 218.70

ORDER TERMS: Delivery/Performance required days After Receipt of Order. Pricing shall be FOB Destination – Freight Prepaid.

INSURANCE REQUIREMENTS: Contractor shall possess or obtain within 10 days of notification by the County the following coverage:

Initial **Commercial General Liability** - Coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000

Endorsement(s):

- 1) Orange County BCC listed as Additional Insured- Form CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
- 2) Waiver of Transfer of Rights of Recovery in favor of Orange County BCC- Form CG 24 04 or its equivalent.

Initial **Business Automobile Liability**- Coverage for all owned; non owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident

Initial **Workers' Compensation** - Coverage for Contractor's employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability.

Endorsement(s):

- 1) Waiver of Subrogation in favor of Orange County BCC- Form WC 00 03 13 or its equivalent

Initial **Certificate Holder** – Orange County BCC, Attn: Procurement Division, 400 E. South Street, 2nd Floor, Orlando, Florida 32801

PRICE QUOTATION

ITEM	DESCRIPTION	UNIT	UNIT COST	QUANTITY	CONTRACTOR'S QUOTE
1.	LABOR	MAN HOUR			\$
2.	MATERIALS	LUMP SUM			\$
3.					\$
4.					\$
TOTAL NOT-TO-EXCEED PRICE QUOTATION					\$

Company Name: _____

Signature of Quoter: _____

Email & Phone Number _____

EXHIBIT 34

PROJECT INFORMATION SHEET REQUEST FOR SOLICITATION OR CONTRACT



Request for Solicitation or Contract Procurement Project Information Sheet

Date Submitted:

[Click Here](#)

This Document shall be submitted to Procurement in MS Word – Do Not PDF or Submit Hardcopies

GENERAL

Solicitation Title	
Current Contract Number (if this is a rebid)	
Service Start Date OR Commodity Need Date	
Project Brief Summary	
Department / Division	

PROJECT SPONSORS

Project Representative Name & Title	
Email Address	
Phone Number	
Authorized By Name (Mgr. or Dir.)	

FUNDING

Estimated Budget		
Accounting Line		
Commodity Code (Click for List)		
Declaration of Emergency	☐ This contract <u>MAY</u> be used to respond to disaster recovery. (COMPLETE PART 2)	☐ This contract <u>WILL NOT</u> be used to respond to disaster recovery.
Federal Compliance	☐ Federal Funding <u>IS</u> a consideration of this procurement. (COMPLETE PART 2)	☐ Federal Funding is not a consideration of this Procurement
Grant Funding	☐ Grant Funding <u>IS</u> a consideration of this procurement. (COMPLETE PART 2)	☐ Grant Funding is not a consideration of this Procurement

COMPETITION STANDARDS

☐ **RFQ - REQUEST FOR QUOTATIONS (UNDER THE BID LIMIT); INFORMAL PROCESS**

Award shall be made to the lowest responsive and responsible quoter meeting all qualification requirements.

☐ **IFB - INVITATION FOR BIDS; FORMAL SEALED SOLICITATION**

Award shall be made to the lowest responsive and responsible bidder meeting all qualification requirements.

☐ **RFP – REQUEST FOR PROPOSALS; FORMAL SEALED SOLICITATION**

Award shall be made to the high ranking proposer based on a series of evaluation factors.

☐ **RFP3 – THREE-PHASE REQUEST FOR PROPOSALS; FORMAL SEALED SOLICITATION**

Award shall be made to the high ranking proposer based on a series of escalating evaluation factors (Phase 1- Technical standards, Phase 2- on-site demonstrations & Phase 3 – Cost & Socioeconomic factors)

☐ **RFQu - REQUEST FOR QUALIFICATIONS; FORMAL SEALED SOLICITATION**

Solicitation will result in a shortlist of firms pre-qualified for future solicitation opportunities (disallowed for Federal Grants).

☐ **SOLE SOURCE (FORM REQUIRED)**

☐ **EMERGENCY (FORM REQUIRED)**

CONTRACT TYPE

☐ One-Time	☐ Term Contract (Multi-Year Requirement) – Specify Term / Renewals below:

PERFORMANCE / DELIVERY REQUIREMENTS

Invoice Location / Contact	
Performance Requirements	
Delivery Requirements	

☐ Non-Construction	☐ Construction per Federal Definition; Click Here to View Subpart 2.1 “Construction” means construction, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other real property. For purposes of this definition, the terms “buildings, structures, or other real property” include, but are not limited to, improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, cemeteries, pumping stations, railways, airport facilities, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, and channels. Construction does not include the manufacture, production, furnishing, construction, alteration, repair, processing, or assembling of vessels, aircraft, or other kinds of personal property.
--	---

Fee Schedule	☐ Firm Fixed Fee	☐ Revenue Sharing	☐ Cost Plus (Disallowed for Federal Grants)
---------------------	---	--	---

POTENTIAL VENDORS

Provide <u>Firm Name</u> and <u>Email Address</u> for each Firm	
---	--

Pre-Bid/Pre-Proposal/ Pre-Quote Conference	☐ N/A	☐ Non-Mandatory ☐ Mandatory (Justification required; subject to Procurement approval)	Justification:
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VENDOR QUALIFICATIONS (Applicable to IFB/RFQ)

Edit the base language (right) as required: Consider: Do you need a specific License Validation? Do you require resumes to validate experience? What factors distinguish a qualified firm from an unqualified firm? Do you require sample goods? Will the County make site visits before award?	The respondent shall submit the following information with the bid: A. List and brief description of work substantially similar in scope and magnitude satisfactorily completed with location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the attached reference sheets. B. List of equipment and facilities available to do the work. C. List of personnel, by name and title, contemplated to perform the work.
--	--

RESPONDENT QUALIFICATIONS (Applicable to RFP)

☐ **Attached Hereto**

This document provides the weighted criteria and the corresponding submittals for evaluation purposes.

SPECIFICATIONS / SCOPE OF SERVICES

☐ **Attached Hereto**

This document defines the performance requirements, deliverables and deadlines associated with your procurement. A scope of services is the foundation of a services contract. A scope of services provides clear direction to the service provider before the work begins.

Guideline:



1-26 Sample Scope
of Service-Scope of V

SUSTAINABILITY/ENVIRONMENTAL ELEMENTS

☐ **Applicable**

☐ **Not Applicable**

Detail any elements of this procurement that contribute to the County's sustainability/environmental goals:

BID FORM/ FEE PROPOSAL FORM

☐ **Attached Hereto**

This document provides the basis for a competitive fee comparison. Line items and descriptions shall indicate unit rates and estimated quantities to arrive at a total contract value which shall be used to determine (1) the lowest responsive and responsible bidder (2) the proposer with the lowest fee proposal subject to evaluation.

The bid form/fee proposals form shall be inclusive of all items, services and incidentals required to fulfill the scope of services.

PART 2

ADDITIONAL REQUIREMENTS FOR GRANT FUNDED PROCUREMENTS (MANDATORY)

Grant (if applicable) ☐ Not Applicable This contact is anticipated to be used for Disaster Response and Recovery (FEMA Reimbursable)	☐ Direct Federal Grant	☐ Federal Pass-through	☐ State Grant
	☐ Other Grant (Specify):		
	Grant Start/Expiration	Click Here THROUGH Click Here	
	☐ Attach first page of Notice of Grants Award ☐ County Funded at Risk of Non-Appropriation of Grant funds. Written approval from the Office of Management and Budget is attached.		
	☐ Provide any specific information the Grant requires to be included in the solicitation	List below (examples: grant number, amount, agency specific clauses, retention requirements, specific competition requirements or checklists): 	
Solicitation Type Click Here to view Regulation §200.330	☐ Contractor Solicitation <i>The County is <u>solely</u> responsible for reporting on grant required outcomes.</i>	☐ Sub-recipient Solicitation <i>The awardee is responsible for program decisions and reporting on grant required outcomes.</i>	
Independent Estimate (Cost/Price Analysis) Click Here to view Regulation §200.323	1. Complete the document (MS Word) 2. Revise and save the document and it will attach to this form. [Applicable to Formal Solicitations Only]		 Independent Estimate Final [Rev C
Procurement of Recovered Materials Click Here to view Regulation §200.322	If applicable, identify specific recovered materials to be used for project execution List Below: 		

EXHIBIT 35

SOLICITATION, CONTRACT AND CHANGE
ORDER INDEPENDENT ESTIMATE



Solicitation, Contract and Change Order *Independent Estimate*

Grant Funded Procurements (Mandatory) [Click Here to view Regulation §200.323](#)

Solicitation/Contract Title	
-----------------------------	--

ANALYSIS TYPE

☐ Price Analysis (Preferred)

PRICE ANALYSIS will be the usual procedure followed in a competitive situation and in situations where items are being procured which are sold in the commercial marketplace to the general public. A “price analysis” is an evaluation of the budgeted price relative to the prices being offered by other vendors and being paid by the general public for the same or similar items. The essential factors, which must be present in order to make a “price analysis,” are as follows:

- The product must be a “commercial product” (i.e., one for which there is a basis of comparison in the commercial marketplace). Price analysis would not be suitable, for example, for research and development items, or for one-of-a-kind items for which there was no basis of comparison.
- It is not necessary that competing products be exactly identical to the product being offered, but you must be able to compare the products’ capabilities and their respective price differences in light of those varying capabilities. By such comparisons one is able to make value judgments that a particular product’s performance capabilities warrant a higher or lower price than a competing product.

☐ Cost Analysis

COST ANALYSIS will be required whenever a price analysis cannot be performed. A cost analysis entails the review and evaluation of the separate cost elements and the proposed profit of an offeror’s cost proposal. A cost analysis is conducted to perform an opinion on the degree to which the acceptable cost, including profit, represents what the performance of the contract ‘should cost’, assuming reasonable economy and efficiency. A cost analysis will be appropriate in the following situations:

- The product or service being offered is not susceptible to being evaluated against other commercially available items of similar products or services. Examples would include a procurement for professional services where no competing price proposals are submitted or a sole-source procurement for other types of services.
- When change orders are issued to contracts requiring the contractor to do work whose cost can only be evaluated by examining the various cost elements, such as labor, materials, travel, etc.

NOTE: The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor’s investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

PRICE ANALYSIS

NOTE: The independent estimate cannot be based on the budget. However, budgets shall be sufficiently funded to support the amount of the Independent Estimate.

Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.



COST ANALYSIS WORKSHEET

[Independent Estimate Supplement]

DESCRIPTION	MATERIALS/ EQUIPMENT			LABOR			OVERHEAD	PROFIT	SUB-TOTAL
	QTY.	UNIT OF MEAS.	UNIT COST	QTY.	UNIT OF MEAS.	UNIT COST			
COST ANALYSIS GRAND TOTAL ESTIMATE									

EXHIBIT 36

FEDERAL COMPLIANCE DOCUMENTATION FORM

**REQUISITION FEDERAL COMPLIANCE FORM**
ATTACH ALL DOCUMENTATION TO THIS FORM

Contractor Name:		Requisition Number	
Department/Division:		Date Submitted:	

COMPETITION REQUIREMENTS (SELECT ONE)

COMPLIANCE WITH 2 C.F.R. §200.317-§200.326 PROCUREMENT STANDARDS [FOR HHS: 45 C.F.R. §75.316-§75.335]

1. ☐ **SIMPLIFIED ACQUISITION QUOTATIONS (OVER \$10,000-\$250,000)**
*Consult with your Funding documents. Federal procurement generally requires competition between two responsive and responsible firms however, some require additional competition. A no-quote does not count toward competition. **Check both items below confirming compliance and attach documentation:***
- ☐ I have achieved sufficient competition to satisfy my Federal Funding program.
- ☐ I have used the small business administration resources to solicit small and minority businesses, women's business enterprises, and labor surplus area firms, whenever they are potential sources. See: <http://dsbs.sba.gov>
2. ☐ **MICRO-PURCHASE QUOTATION (UP TO \$10,000 ONLY)**
*Micro-purchases may be awarded without soliciting competitive price quotations if the price is reasonable. **Check both items below confirming compliance:***
- ☐ I have evaluated this procurement for price reasonableness.
- ☐ To the extent practicable, I distribute micro-purchases equitably among qualified suppliers and use small and minority businesses, women's business enterprises, and labor surplus area firms when possible. See: <http://dsbs.sba.gov>
3. ☐ **SOLE SOURCE/EMERGENCY (Attach Documentation Forms)**
4. ☐ **COOPERATIVE PROCUREMENTS (Attach Documentation Forms)**

SPECIAL REQUIREMENTS FOR CONSTRUCTION PROJECTS (SELECT ONE)

COMPLIANCE WITH APPENDIX II TO 2 C.F.R. PART 200 [FOR HHS: APPENDIX II to 45 C.F.R. PART 75] - CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS; ARTICLE D

"Construction" means construction, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other real property. For purposes of this https://orangenet.ocfl.net/Portals/24/adam/News/a4i-It2HyEGBaEBMyBcMLw/Image/Connections_Live_Onet_banner.jpg definition, the terms "buildings, structures, or other real property" include, but are not limited to, improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, cemeteries, pumping stations, railways, airport facilities, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, and channels. Construction does not include the manufacture, production, furnishing, construction, alteration, repair, processing, or assembling of vessels, aircraft, or other kinds of personal property. . . ." See: 48 C.F.R. § 2.101 ("Definitions").

1. ☐ **NOT APPLICABLE; THIS REQUISITION IS NOT FOR CONSTRUCTION OVER \$2,000**
2. ☐ **APPLICABLE; THIS REQUISITION IS FOR CONSTRUCTION SERVICES OVER \$2,000**
*Services over \$2,000 meeting the Federal definition of Construction must comply with the Davis Bacon Act. **Check below confirming compliance and attach documentation:***
- ☐ A copy of the current prevailing wage determination issued by the Department of Labor was included in the request for quotations and disseminated to suppliers. See: <https://beta.sam.gov/help/wage-determinations>
- ☐ The prevailing wage determination was validated 10 days prior to closing the solicitation period (changes, if any, were disseminated to suppliers).

REQUESTOR ATTESTATION:

- ☐ I certify that to the best of my knowledge the information provided herein is accurate and truthful.
- ☐ I have confirmed that the Contractor is not listed in the Florida Convicted/ Suspended/ Discriminatory Complaint Vendor List. **(Attach Documentation)**
- ☐ I have confirmed that the Contractor is not excluded in the System for Award Management SAM.GOV **(Attach Documentation)**

[Sign] _____

Date

[Print Name / Title] _____

PROCUREMENT DIVISION USE ONLY:☐ Competition Stds. ☐ SBA ☐ DAV. BAC ☐ SAM ☐ FL **PO T/Cs:** ☐ [1] Standard ☐ [2] Standard + Construction

EXHIBIT 37

GUIDELINE FOR STANDARD ORANGE COUNTY PROCUREMENT THRESHOLDS

Guideline for Standard Orange County Procurement Thresholds

Small Purchase (P-Card or Single Quotation) Up to \$10,000	Informal Solicitations (Request for Quotations) Above \$10,000 up to \$150,000	Formal Solicitations (Invitation for Bids / Request for Proposals) Above \$150,000
Competition: Procured on the open market with or without competition.	Competition: Procured on the open market by soliciting a minimum of three (3) written quotes.	Competition: Procured formally on the open market by the Procurement Division.
Board Approval: Not Applicable	Board Approval: Not Applicable.	Board Approval: Applicable to solicitations, emergencies, sole sources and exemptions over \$500,000.
Solicitation: Departments/Divisions may solicit quotations.	Solicitation: Departments/Divisions may solicit written quotes for projects <u>under \$150,000</u> subject to the review and acceptance of the Procurement Division. Requirements <u>over \$150,000</u> shall be solicited by the Procurement Division.	Solicitation: All formal procurements shall be solicited by the Procurement Division.
Project Information Sheet may be required for requirements established by the Procurement Division (generally, term contracts; not applicable to P-Card).	Project Information Sheets are required for all items solicited by the Procurement Division.	Project Information Sheets are required for all items solicited by the Procurement Division.
Business Development Requirements: Sourcing efforts shall comply with all programs in effect to the extent permitted by law.	Business Development Requirements: Sourcing efforts shall comply with all programs in effect to the extent permitted by law.	Business Development Requirements: Sourcing efforts shall comply with all programs in effect to the extent permitted by law.
Sole source: Documentation is not required	Sole source: Documentation is required for any proprietary or unique need impacting competition. Analysis to establish price reasonableness shall be sufficiently documented.	Sole source: Documentation is required for any proprietary or unique need impacting competition. Analysis to establish price reasonableness shall be sufficiently documented.
Emergency procurement: Documentation is required for any procurement requiring expedited coordination due to operational urgency, health and public safety hazards.	Emergency procurement: Documentation is required for any procurement requiring expediting or ratification due to operational urgency, health and public safety hazards. Analysis to establish price reasonableness shall be sufficiently documented.	Emergency procurement: Documentation is required for any procurement requiring expediting or ratification due to operational urgency, health and public safety hazards. Analysis to establish price reasonableness shall be sufficiently documented.
Competition Exemptions: Documentation of Procurement Ordinance Exemption is not required.	Competition Exemptions: Documentation of Procurement Ordinance Exemption is required if applicable.	Competition Exemptions: Documentation of Procurement Ordinance Exemption is required if applicable.
Alternate Contract Source: Documentation and Piggy-back forms are not required.	Alternate Contract Source: Alternate Contract Source documentation and Piggy-back forms are required for use of other entity contracts.	Alternate Contract Source: Alternate Contract Source documentation and Piggy-back forms are required for use of other entity contracts.
Risk Management/Insurance: Requires coordination with the Risk Management Division to ensure insurance requirements are established and met. P-Card Transactions for services limited to firms listed as “Approved Insurance Certificates” with a compliant and non-expired status. See link: https://view.monday.com/49597421-770e0aad773e0cef079ef65f53f8759c	Risk Management/Insurance: Requires coordination with the Risk Management Division to ensure insurance requirements are established and met.	Risk Management/Insurance: Requires coordination with the Risk Management Division to ensure insurance requirements are established and met.
Other Division Coordination/Approvals: May be applicable in accordance with the Procurement Procedures Manual (Technology, Health Services, Geographic Information Systems, Fleet, Capital Projects, etc.)	Other Division Coordination/Approvals: May be applicable in accordance with the Procurement Procedures Manual (Technology, Health Services, Geographic Information Systems, Fleet, Capital Projects, etc.)	Other Division Coordination/Approvals: May be applicable in accordance with the Procurement Procedures Manual (Technology, Health Services, Geographic Information Systems, Fleet, Capital Projects, etc.)
Orange County Suspension and Debarment limitations are applicable. See: http://orangecountyfl.net/Portals/0/resource%20library/vendor%20services/Suspended-Debarred%20Contractors.pdf	Orange County Suspension and Debarment limitations are applicable. See: http://orangecountyfl.net/Portals/0/resource%20library/vendor%20services/Suspended-Debarred%20Contractors.pdf	Orange County Suspension and Debarment limitations are applicable. See: http://orangecountyfl.net/Portals/0/resource%20library/vendor%20services/Suspended-Debarred%20Contractors.pdf

EXHIBIT 38

GUIDELINE FOR FEDERAL FUNDING PROCUREMENT THRESHOLDS

Guideline for Federal Funding Procurement Thresholds

Micro Purchases (P-Card or Single Quotation) Up to \$10,000	Simplified Acquisition (Request for Quotations) Above \$10,000 up to \$250,000	Formal Solicitations (Invitation for Bids / Request for Proposals) Above \$250,000
Competition: Procured on the open market with or without competition.	Competition: Procured on the open market by soliciting a minimum of three (3) quotes <u>and</u> securing a minimum of two (2)* written quotes. If less than two (2) are received a sole source form is required. * See specific grant award documents. i.e. FEMA Grants require three (3) solicited and three (3) secured.	Competition: Procured formally on the open market by the Procurement Division.
Board Approval: Not Applicable	Board Approval: Not Applicable.	Board Approval: Applicable to solicitations, emergencies, sole sources and exemptions over \$500,000.
Solicitation: Departments/Divisions may solicit quotations.	Solicitation: Departments/Divisions may solicit written quotes for projects <u>under \$250,000</u> subject to the review and acceptance of the Procurement Division. Requirements <u>over \$250,000</u> shall be solicited by the Procurement Division.	Solicitation: All formal procurements shall be solicited by the Procurement Division.
Project Information Sheet may be required for requirements established by the Procurement Division (generally, term Contracts; not applicable to P-Card). Federal Compliance Form is required for Requisitions where the department has solicited quotations. P-Card Log is required to document federal transactions.	Project Information Sheets are required for all items solicited by the Procurement Division. Federal Compliance Form is required for Requisitions under \$100,000 where the department/division has solicited quotations.	Project Information Sheet are required for all items solicited by the Procurement Division. Federal Compliance Form is required for Requisitions where the department has solicited quotations.
Minority and Small Business Requirements: Distribute micro-purchases equitably among qualified suppliers and use small and minority businesses, women's business enterprises, and labor surplus area firms when possible.	Minority and Small Business Requirements: Ensure solicitations are disseminated inclusive of Small Business Administration Marketing Lists and Local Surplus Area firms. See: http://dsbs.sba.gov/dsbs/search/	Minority and Small Business Requirements: Ensure solicitations are disseminated inclusive of Small Business Administration Marketing Lists and Local Surplus Area firms. See: http://dsbs.sba.gov/dsbs/search/
Sub-Contracting: Firms sub-contracting must execute an affidavit of compliance with Federally Mandated affirmative small business steps.	Sub-Contracting: Firms sub-contracting must execute an affidavit of compliance with Federally Mandated affirmative small business steps.	Sub-Contracting: Firms sub-contracting must execute an affidavit of compliance with Federally Mandated affirmative small business steps.
Sole Source: Documentation is not required	Sole Source: Documentation is required for any proprietary or unique need impacting competition. This may require concurrence from the funding source. Analysis to establish price reasonableness shall be sufficiently documented.	Sole Source: Documentation is required for any proprietary or unique need impacting competition. This may require concurrence from the funding source. Analysis to establish price reasonableness shall be sufficiently documented.
Emergency procurement: Documentation is required for any procurement requiring expedited coordination due to operational urgency, health and public safety hazards.	Emergency procurement: Documentation is required for any procurement requiring expediting or ratification due to operational urgency, health and public safety hazards. In the event of a State or Federal emergency declaration this documentation will be secured once the organization is operational and the exigency period has passed.	Emergency procurement: Documentation is required for any procurement requiring expediting or ratification due to operational urgency, health and public safety hazards. In the event of a State or Federal emergency declaration this documentation will be secured once the organization is operational and the exigency period has passed.
Risk Management/Insurance: Requires coordination with the Risk Management Division to ensure insurance requirements are established and met. P-Card Transactions for services limited to firms listed as “Approved Insurance Certificates” with a compliant and non-expired status. See link: https://view.monday.com/49597421-770e0aad773e0cef079ef65f53f8759c	Risk Management/Insurance: Requires coordination with the Risk Management Division to ensure insurance requirements are established and met.	Risk Management/Insurance: Requires coordination with the Risk Management Division to ensure insurance requirements are established and met.

Micro Purchases (P-Card or Single Quotation) Up to \$10,000	Simplified Acquisition (Request for Quotations) Above \$10,000 up to \$250,000	Formal Solicitations (Invitation for Bids / Request for Proposals) Above \$250,000
Alternate Contract Source Documentation and Piggy-back forms are not required.	Alternate Contract Source Piggy-back Procurement is <u>disallowed</u> (use of another agency's solicitation process to achieve an administrative savings). <u>Cooperative Procurement is allowed</u> (combining your requirements with another agency to achieve a cost savings).	Alternate Contract Source Piggy-back Procurement is <u>disallowed</u> (use of another agency's solicitation process to achieve an administrative savings). <u>Cooperative Procurement is allowed</u> (combining your requirements with another agency to achieve a cost savings).
Other Division Coordination/Approvals: May be applicable in accordance with the Procurement Procedures Manual (Technology, Health Services, Geographic Information Systems, Fleet, Capital Projects, etc.)	Other Division Coordination/Approvals: May be applicable in accordance with the Procurement Procedures Manual (Technology, Health Services, Geographic Information Systems, Fleet, Capital Projects, etc.)	Other Division Coordination/Approvals: May be applicable in accordance with the Procurement Procedures Manual (Technology, Health Services, Geographic Information Systems, Fleet, Capital Projects, etc.)
Orange County Suspension and Debarment limitations are applicable. See: http://orangecountyfl.net/Portals/0/resource%20library/vendor%20services/Suspende%20d-Debarred%20Contractors.pdf	Orange County Suspension and Debarment limitations are applicable. See: http://orangecountyfl.net/Portals/0/resource%20library/vendor%20services/Suspende%20d-Debarred%20Contractors.pdf	Orange County Suspension and Debarment limitations are applicable. See: http://orangecountyfl.net/Portals/0/resource%20library/vendor%20services/Suspende%20d-Debarred%20Contractors.pdf
Florida State Suspension/ Debarment and Discriminatory Complaints are applicable for disallowance. See: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists	Florida State Suspension/ Debarment and Discriminatory Complaints are applicable for disallowance. See: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists	Florida State Suspension/ Debarment and Discriminatory Complaints are applicable for disallowance. See: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists
Federal System for Awards Management Compliance is required: - Contractors shall not have exclusions but are not required to be registered. - Sub-Recipients shall be registered without exclusions. - Results indicating <u>Federal Debt</u> are disallowed on P-Card. See: https://www.sam.gov/SAM/	Federal System for Awards Management Compliance is required: - Contractors shall not have exclusions but are not required to be registered. - Sub-Recipients shall be registered without exclusions. See: https://www.sam.gov/SAM/	Federal System for Awards Management Compliance is required: - Contractors shall not have exclusions but are not required to be registered. - Sub-Recipients shall be registered without exclusions. See: https://www.sam.gov/SAM/
Independent Estimate: Not Required	Independent Estimate: Not Required	Independent Estimate: Required in connection with every procurement action including contract modifications.
Written Cost Analysis/Price Analysis: Cost/Price should be considered but a written analysis is not required.	Written Cost Analysis/Price Analysis: Cost/Price should be considered but a written analysis is not required.	Written Cost Analysis/Price Analysis: Requires a written <u>cost analysis</u> - or - <u>price analysis</u> in connection with every procurement action including contract modifications.
Documentation of Negotiation: Not required.	Documentation of Negotiation: Required to negotiate profit as a separate element of the price for each contract in which there is no price competition (single response or sole sources).	Documentation of Negotiation: Required to negotiate profit as a separate element of the price for each contract in which there is no price competition (single response or sole sources) and in all cases where cost analysis is performed.
Davis Bacon Act: Construction in excess of \$2,000, as federally defined, requires compliance with the Davis-Bacon Act and consideration/dissemination of Prevailing Wage Determinations and shall be validated by the Procurement Division via requisition for a Purchase Order. Construction in excess of \$2,000 shall not be placed on the P-Card	Davis Bacon Act: Construction, as federally defined, requires compliance with the Davis-Bacon Act and consideration/dissemination of Prevailing Wage Determinations.	Davis Bacon Act: Construction, as federally defined, requires compliance with the Davis-Bacon Act and consideration/dissemination of Prevailing Wage Determinations.

OTHER RESTRICTIONS (2 CFR §200.317-326 & 45 CFR § 75.326-340)

- Geographic Preferences are disallowed
- Brand specific references are disallowed (unless equivalents are allowed)
- Cost-plus pricing structure is disallowed
- Percentage of construction cost method is disallowed
- Orange County M/WBE Requirements are disallowed
- Procurement Ordinance Exemptions are disallowed
- Orange County Contractor Pre-Qualifications are disallowed
- Standardizations require written justification (see Procurement Procedures Manual)

Expressed written consent from the Federal Funding Source is required for waiver of a restriction.

EXHIBIT 39

SAMPLE

EMERGENCY FIELD PURCHASE ORDER



**ORANGE COUNTY, FLORIDA
EMERGENCY FIELD PURCHASE ORDER**

**Emergency Support Function 7
Procurement Division**

DIRECT QUESTIONS TO: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

PAYMENT TERMS: Net 45, in accordance with the Local Government Prompt Payment Act, F.S. 218.70

TERMS AND CONDITIONS: Attached hereto.

VENDOR AUTHORIZATION:

VENDOR NAME: _____

REPRESENTATIVE : _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

TOTAL NOT-TO-EXCEED AUTHORIZATION AMOUNT

\$ _____

ISSUED DATE: _____

SCOPE OF SERVICES/ SPECIFICATION:

SAMPLE

Authorized Signature
(Procurement Division Manager or Authorized Designee)

Print Name / Title

Authorization Number

EXHIBIT 40

RESERVED

EXHIBIT 41

RESERVED

EXHIBIT 42

RESERVED

EXHIBIT 43

Resolution 2025-M-24 regarding the Minority
Women Business Enterprise Program

RESOLUTION
of the
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
regarding
THE MINORITY WOMEN BUSINESS ENTERPRISE PROGRAM

Resolution No. 2025-M-24

WHEREAS, on January 20, 2025, the President of the United States signed Executive Order 14151, “Ending Radical and Wasteful Government DEI Programs and Preferencing” (“EO 14151”) which directs the termination of “all discriminatory programs, including illegal DEI and ‘diversity, equity, inclusion and accessibility’ (DEIA) mandates , policies, programs, preferences, and activities in the Federal Government, under whatever name they appear”; and

WHEREAS, on January 21, 2025, the President of the United States signed Executive Order 14173, “Ending Illegal Discrimination and Restoring Merit-Based Opportunity” (“EO 14173”), which expresses opposition to programs that promote diversity, equity and inclusion (“DEI”) or DEIA and repealing numerous Executive Orders, including one that had been in place since 1965; and

WHEREAS, EO 14173 includes a requirement that recipients of grant funding from federal agencies be required to certify that they do not operate any programs promoting DEI that violate federal anti-discrimination laws; and

WHEREAS, on May 19, 2025, the Deputy Attorney General of the United States issued a memorandum indicating that “(t)he False Claims Act is also implicated whenever federal-funding recipients or contractors certify compliance with civil rights laws while knowingly engaging in racist preferences, mandates, policies, programs and activities, including through diversity, equity, and inclusion (DEI) programs that assign benefits or burdens on race, ethnicity, or national origin” and creating a “Civil Rights Fraud Initiative” which will use the False Claims Act to investigate and pursue claims against any recipient of federal funds that knowingly violates federal civil rights laws; and

WHEREAS, the False Claims Act provides for treble damages and potential criminal penalties; and

WHEREAS, the County receives in excess of \$100 million in federal grants each year; and

WHEREAS, in order to avoid the loss of this federal funding used by the County to provide essential services to its citizens and potential civil and criminal penalties and prosecution under the False Claims Act, the County is hereby suspending certain programs, ordinances, policies and practices until further action by the Orange County Board of County Commissioners.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:

Section 1. The above recitals are hereby incorporated and are to be considered binding.

Section 2. The Orange County Board of County Commissioners hereby suspends the following ordinances and applicable administrative regulations, programs, policies and practices and directs staff to prepare an ordinance reflecting these changes to be considered at a subsequent meeting:

a. Enforcement of Chapter 17, Article III, Division 4 of the Orange County Code of Ordinances (Minority/Women Business Enterprise Ordinance), Administrative Regulation No.9.02 and any other administrative regulations, policies or procedures, or portions thereof, to the extent related to the Minority/Women Business Enterprise Program and the Minority/Women Business Enterprise Advisory Committee. The functions of the Minority/Women Business Enterprise Advisory Committee will be suspended and no meetings of that board shall occur until further action by the Board of County Commissioners.

b. Any other ordinance, administrative regulation, program, policy, and/or practice considered to promote DEI or DEIA that violate federal anti-discrimination laws.

Section 3. The effective date of this Resolution shall be July 1, 2025.

ADOPTED this 1st day of July, 2025.

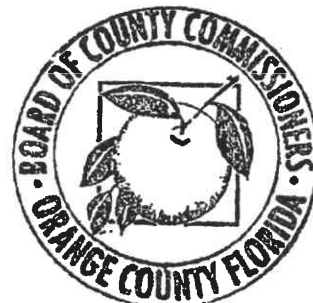
ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: *Jennifer Jara-Limetz*
Deputy Clerk



SECTION 20: Version Management



Date Released	Modifications
9/1/2025	<u>Section 2: Requisition to Procure</u> Clarifies that Board approval is not required for the procurement of individual program participation incentives/gift cards under \$100/ea., provided the total value of the procurement is below the Board approval threshold. <u>Section 11: P-Card Procedure</u> Clarifies that Board approval is not required for the procurement of individual program participation incentives/gift cards under \$100/ea., however these procurements continue to require an exception form. <u>Section 19: Exhibits</u> Non-competitive procurement process Forms have been updated to collect additional information related to source selection, due diligence and price reasonableness. - New Sole Source Procurement Justification Form - New Emergency Procurement Justification Form - New Documentation of Exemption Form