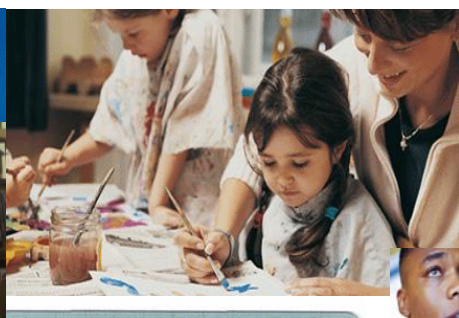
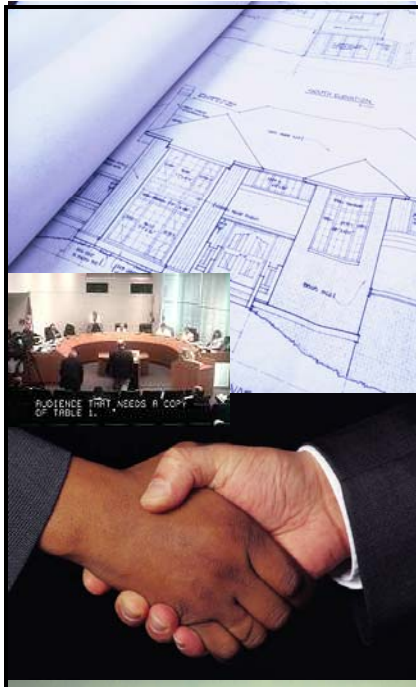


Hillsborough County  
Florida

**Business & Support  
Services - Procurement  
Procurement  
Policy & Procedures**

Date Issued: January 25, 2006  
Revised: November 18, 2011 - v.14



**A RESOLUTION OF THE HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS REVISING THE PROCUREMENT POLICY BY INCREASING THE ADMINISTRATIVE AWARD AMOUNT**

WHEREAS, Hillsborough County has adopted a Procurement Policy; and

WHEREAS, said Policy specifies a bid limit of \$25,000; and

WHEREAS, the authority for acquiring equipment, supplies and services costing less than the existing bid limit is delegated to the County Administrator; and

WHEREAS, to increase the efficiency of acquiring goods and services it is desirable to increase the administrative award amount to \$100,000, and not limit the delegated authority to the bid limit amount.

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

1. The Board of County Commissioners of Hillsborough County hereby adopts this revised Procurement Policy attached as Exhibit 1.
2. The provisions of this Resolution shall become effective upon passage of the Resolution.

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

I, Richard Ake, Clerk of the Circuit Court and Ex Officio Clerk of the Board of County Commissioners of Hillsborough County, Florida, do hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the Board at its regular meeting of March 21, 2001 as the same appears of record in Minute Book \_\_\_\_\_ of the Public Records of Hillsborough County, Florida.

WITNESS my hand and official seal this 12th day of April, 2001.

RICHARD AKE

By: Friedred K. Dilm  
Deputy Clerk

Approved as to form  
and legal sufficiency:

COUNTY ATTORNEY  
By: [Signature]  
Assistant County Attorney



**HILLSBOROUGH COUNTY BOARD OF COUNTY  
COMMISSIONERS  
PROCUREMENT POLICY**

I. POLICY STATEMENT:

- A. The Board of County Commissioners of Hillsborough County, Florida, recognizing the constitutional and statutory duties to faithfully represent the citizens and residents, and being beneficial to said citizens and residents, and being desirous of adopting purchasing policies consistent with the laws of the State of Florida for the efficient services, does hereby adopt this policy. This policy cannot be changed without the approval of the Board of County Commissioners. The County Administrator shall issue and maintain detailed operating procedures to carry out this policy. This policy applies to all entities that come under the jurisdiction of the Board of County Commissioners.
  
- B. It is recognized that the authority to procure equipment, supplies and services rests with the Board of County Commissioners. This authority will be delegated in the following manner:
  - 1. The preferred method for acquiring equipment, supplies and services costing more than the existing bid limit is by sealed competitive bidding or by request for competitive sealed proposals.
  
  - 2. The authority for acquiring equipment, supplies and services costing less than \$100,000 (Administrative Award Amount) is hereby delegated to the County Administrator.
  
  - 3. Exceptions to the utilization of the sealed competitive bid procedure or request for competitive sealed proposals for those purchases above the existing bid limit are:
    - a. Repairs to existing equipment
    - b. Sole source items
    - c. Emergency purchases
    - d. Intergovernmental purchases
    - e. Negotiated purchases after rejection of all bids
    - f. Negotiation for special or unique services
    - g. Contracts for professional services pursuant to Section 287.055 FS (CCNA).
  
  - 4. Purchases more than \$100,000 require the approval of the Board.

C. Bid Limits:

It is the intent of the Board of County Commissioners to approve a bid limit of \$25,000. Any purchase of equipment, supplies, or services costing more than \$25,000 must be accomplished by competitive sealed bids or competitive sealed requests for proposals unless an exception applies. Bid limits for equipment, supplies or services utilizing federal funds will be those required by the federal agency granting the funds or the County's requirements if they are more stringent.

II. REJECTION OF BIDS AND PROPOSALS:

- A. The Board shall have the final authority to reject any or all bids and Proposals. The Administrator shall have the final authority to reject any or all quotations, bids, and proposals less than \$100,000.

In addition to other grounds, rejection may be based upon a determination that a bidder or offeror is nonresponsible. A bidder or offeror will be determined to be nonresponsible based on a conviction of a public entity crime for which the Board or the Administrator determines it proper to hold the bidder or offeror accountable, unless it is determined not to be in the County's best interest. A decision by the State not to place a bidder or offeror on the State's Convicted Vendor List will not preclude a determination of nonresponsibility by the County. The County Administrator is encouraged to make reasonable inquiry with a bidder or offeror regarding alleged convictions of public entity crimes; however, inquiry is not required in every case.

- B. A determination of nonresponsibility of a bidder or offeror shall be made in accordance with procedures established by the County Administrator. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility with respect to such bidder or offeror.

III. EMERGENCY PURCHASES:

- A. The Administrator shall purchase by open market procedures, at the lowest obtainable price, any equipment supplies or services regardless of the amount of the expenditures when an emergency condition exists. An emergency condition exists when the immediate procurement of equipment, supplies, or services is essential to protect the life, health, or safety of the public. The County Administrator has the authority to determine when an emergency exists.
- B. A full report of the circumstances of an emergency purchase exceeding \$100,000 shall be filed by the Administrator with the Board and retroactive approval requested, and shall be entered in the minutes of the Board and opened to public inspection.

IV. COOPERATIVE PURCHASING AND GOVERNMENT CONTRACTS:

- A. The Administrator shall have the authority to join with other units of government in cooperative purchasing ventures when the best interests of the County would be served thereby.
- B. Solicitations of bids shall not apply to purchases established under Florida Chapter 69-1119 Laws of Florida, State of Florida Contracts, or Federal General Services Administration Contracts when authorized by the General Services Administration. Purchases in any amount may be made by the Administrator against those contracts provided they are in the best interest of the County.

V. BID PROTESTS:

The County Administrator will establish procedures for filing protests and responding to protests from any actual or prospective bidder or offeror who is aggrieved in connection with a solicitation or proposed award by the Purchasing Director.

VI. AUTHORITY TO DEBAR OR SUSPEND:

The County Administrator shall establish procedures by which bidders may be debarred or prohibited from doing business with BOCC where there is just cause.

VII. SEVERABILITY:

If any one or more of the provisions of this Policy should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such provisions shall be null and void and shall be deemed severable from the remaining provisions of this policy and in no way shall affect the validity of all other provisions of this policy.

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BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY  
TAMPA, FLORIDA 33601

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**BOARD POLICY - SECTION NUMBER: 03.01.05.00**

**SUBJECT: PURCHASING CARD PROGRAM**

**EFFECTIVE DATE: July 24, 2002**

**SUPERSEDES: NEW**

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**PURPOSE**

The Hillsborough County Purchasing Card Program is designed to improve efficiency in processing low dollar purchases from any vendor that accepts a credit card, thereby reducing paperwork involved in issuance of purchase orders.

**AUTHORITY**

This policy will be implemented via the Hillsborough County Purchasing Card Policy and Procedures Manual, administered by the Hillsborough County Purchasing Department.

**POLICY STATEMENT**

The Purchasing Card Policy is developed for establishment of uniform policy and procedures relating to:

1. Acquisitions in support of local purchase requirements using the State of Florida's Purchasing Card Contract.
2. Ensuring that Purchasing Card purchases are in accordance with the County's Purchasing Policies and Procedures
3. Eliminating the use of Field Purchase Orders (FPOs).
4. Ensuring that the County bears no legal liability from inappropriate use of Purchasing Cards.
5. Providing for disciplinary action if the Purchasing Cards are misused.
6. Providing for the payment of authorized travel expenditures for designated employees.
7. Providing for the payment of authorized declared emergency expenditures using Emergency Purchasing Cards.

The Purchasing Card may be used for other procurements when deemed in the best interest of the County. The Purchasing Card Program will allow the Cardholder to purchase approved commodities and services directly from vendors. Each Purchasing Card is issued to a named individual, and Hillsborough County is clearly shown on the Card as the governmental buyer of

BOCC Policy - Purchasing Card Program

Page 2

commodities and services. Departmental Purchasing Cards can be made available in special circumstances approved by the County Administrator.

Each Cardholder is responsible for following the Purchasing Card Procedures issued by the Purchasing Department, including limitations on purchase types and amounts and reporting requirements. Department Directors are responsible for ensuring that all employees in their Department comply with the Purchasing Card Procedures. The Purchasing Department will monitor the performance of the program and will report annually to the County Administrator on usage and compliance. The Director of Purchasing will have the authority to revoke misused Purchasing Cards.

Cards issued to members of other Constitutional Offices are required to comply with policies and procedures governing the Purchasing Card Program.

**OVERSIGHT RESPONSIBILITY:** Purchasing Department

Approved by Board of County Commissioners

Date: 10/16/02

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**HILLSBOROUGH COUNTY**  
Office of the County Administrator

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**ADMINISTRATIVE DIRECTIVE #MS-10**

**SUBJECT:** Procurement Procedures  
**EFFECTIVE DATE:** April 24, 2006  
**EXPIRATION DATE:** December 24, 2011  
**SUPERCEDES:** CS-02; MS-06; CS-08

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**Purpose**

To delegate authority to the Director of Procurement Services to develop, update and implement procedures to ensure consistent and uniform compliance with applicable laws, BOCC policies, Administrative Directives, Resolutions, and quality management principles regarding procurement. This delegation includes the authority to award procurements up to \$25,000 and to remove bidders from the bidder's list who do not respond in any fashion to three consecutive notices from the County regarding procurements.

**Authority**

The Board of County Commissioners has established a Procurement Policy dated March 21, 2001 that establishes its policy for the procurement of commodities and services. The Policy delegates authority to the County Administrator for the procurement of commodities and services not exceeding \$100,000 and for the development of procedures. Emergency purchases made after hours, and as defined in the Procurement Policy and Procedures Manual, may be authorized by department directors, regardless of amount, and do not require the prior approval of the County Administrator. A written report explaining the circumstances of the emergency shall be submitted to the County Administrator no later than the next business day. All emergency purchases shall be in accordance with the emergency procedures included in the Policy and Procedures Manual. Emergency procurements must continue to emphasize public trust in our purchasing practices, even during an emergency.

**Procedures**

The Procurement Procedures shall be developed, updated, implemented and maintained by the Director of Procurement Services through a Procurement Manual.

**Oversight Responsibility**

Assistant County Administrator, Management Services Team

Approved by:  /S/  
County Administrator Date



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## CHAPTER 1

# INTRODUCTION, RESPONSIBILITIES AND FUNCTIONS OF BUSINESS AND SUPPORT SERVICES - PROCUREMENT

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### 1.0 INTRODUCTION

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

#### 1.0.0 Designees

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

#### 1.0.1 Use of Term Bidder, Proposer, Vendor and Contractor

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

### 1.1 RESPONSIBILITIES AND FUNCTIONS

Business and Support Services - Procurement is responsible for administering the Board’s Procurement Policy as follows:

#### 1.1.0 Procedures

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

**CHAPTER 1**  
**INTRODUCTION, RESPONSIBILITIES AND FUNCTIONS OF THE DEPARTMENT**  
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**1.1.1 Specifications**

Assist Requesting Departments in the preparation and review of Specifications

**1.1.2 Consolidation of Requirements**

(A) Consolidate purchases of like or common commodities or services and enter into term contracts to obtain maximum economical benefits and cost savings.

(B) Explore the possibilities of buying in sufficient quantities to take full advantage of quantity discounts.

**1.1.3 Prioritization of Purchases**

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

**1.1.4 Standardization**

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

**1.1.5 Bidder Relations**

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

**1.1.6 Procurement Analysis**

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

**1.1.7 Public Notice**

Provide Public Notice for procurements as detailed in Chapter 3.

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

---

**1.2 ADMINISTRATIVE PRINCIPLES**

The following Administrative Principles will guide Business and Support Services - Procurement:

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

## CHAPTER 2

### METHODS OF PROCUREMENT

---

#### 2.0 **INTRODUCTION**

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

- (A) Informal/Small Procurement not exceeding \$25,000;
- (B) Formal Competitive Sealed Bid;
- (C) Formal Competitive Sealed Request for Proposal (RFP);
- (D) Emergency Procurement; and,
- (E) Sole Source Procurement.

#### 2.1 **INFORMAL/SMALL PROCUREMENT UNDER \$25,000**

##### 2.1.0 **Definition**

Any purchase not exceeding \$25,000 is an Informal/Small Procurement (referred to as “Small Purchase”). Due to the amount, a Small Purchase is not subject to the formalities of the other procurement methods including advertisement. For informal RFPs, public notice of evaluation committees, confidentiality requirements and awards committee meeting requirements do not apply. A Small Purchase may be made through:

- (A) A Purchasing Card for purchases not exceeding \$10,000.
- (B) A Departmental Purchase Order (DPO) for purchases not exceeding \$10,000.
- (C) A Requisition to Business and Support Services - Procurement for purchases exceeding \$10,000.

##### 2.1.1 **Procedures**

- (A) Purchasing Card - Procedures detailed in Chapter 4.
- (B) Small Purchases exceeding \$5,000 but not exceeding \$10,000 – Procedures detailed in Chapter 3, Section 3.4.1(B)(II).
- (C) Small Purchases exceeding \$10,000 but not exceeding \$25,000 - Procedures detailed in Chapter 3, Section 3.4.1(B)(III).

**CHAPTER 2**  
**METHODS OF PROCUREMENT**

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**2.2 FORMAL COMPETITIVE SEALED BIDS**

**2.2.0 Definition**

Formal Bids are used to procure commodities and services exceeding \$25,000 that are not qualified as an exemption or nonprocurement. Bids are awarded to the lowest responsive and responsible Bidder. The award is based solely on the Bid and does not include discussions or negotiations with Bidders.

**2.2.1 Procedures**

Formal Bid procedures are detailed in Chapter 3.

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

**2.3.0 Definitions**

(A) Request for Proposal (“RFP”)

(I) Requests for Proposals, also known as RFP’s, are used to competitively procure commodities and services exceeding \$25,000 when criteria other than price need to be considered. The RFP is established around general guidelines and a conception of the need rather than a firm Specification.

(II) Under a competitive sealed RFP, the quality of competing commodities or services may be compared.

(III) A provision allowing negotiations may be inserted in the RFP.

(B) Consultants’ Competitive Negotiation Act (CCNA) RFP

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

**2.3.1 Procedures**

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

**CHAPTER 2**  
**METHODS OF PROCUREMENT**

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**2.4 EMERGENCY PROCUREMENT (NON DECLARED)**

**2.4.0 Definition**

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

**2.4.1 Approval Requirements**

- (A) In the case of an Emergency, the County Administrator shall authorize the Director of Business and Support Services - Procurement to utilize all reasonable measures to assure the lowest attainable cost for quality commodities and services.
- (B) Emergency purchases during working hours should be made through Business and Support Services - Procurement except where there is an immediate threat to public health, welfare, or safety.
- (C) Outside of normal business hours, the Department Director is authorized to determine and make emergency purchases, regardless of amount. Prior approval from the County Administrator is not required.
- (D) Emergency purchases exceeding \$100,000 shall be presented to the Board for ratification as soon as practicable, depending on Board meeting dates and deadlines, but no later than 60 days after the award.

**2.4.2 Procedures – After Hours**

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

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**METHODS OF PROCUREMENT**

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- (D) Emergency Purchases greater than \$10,000 but less than \$25,001

A full report of any emergency purchase exceeding \$10,000 will be submitted to Business and Support Services - Procurement within (10) working days after the purchase.

- (E) Emergency Purchases greater than \$25,000

The Requesting Department Director shall submit a written report explaining the circumstances to the County Administrator, with a copy to Business and Support Services - Procurement, no later than the next business day.

- (F) Emergency Purchases greater than \$100,000

(I) The Requesting Department Director shall submit a written report explaining the circumstances to the County Administrator, with a copy to Business and Support Services - Procurement, no later than the next business day.

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

**2.5 DECLARED EMERGENCY PURCHASES**

**2.5.0 Definition**

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

**2.5.1 Procedures**

- (A) Business and Support Services - Procurement will issue each Department a series of authorized numbers to be used in case of a Declared Emergency during non-working hours.
- (B) The Director of Business and Support Services - Procurement will procure essential commodities and services during a Declared Emergency in coordination with the County Administrator and the appropriate Departments and in compliance with the Comprehensive Emergency Plan.

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In a Declared Emergency, all measures reasonably possible should be taken to assure the lowest attainable cost for quality commodities and services.

- (C) Reporting will be done as required by the Comprehensive Emergency Plan.

**2.6 SOLE SOURCE PROCUREMENT**

**2.6.0 Definition**

- (A) Sole Source procurements are ones in which the needed commodity or service is only available from one source or when it is determined by the Director of Business and Support Services - Procurement that other methods of procurement are not feasible or not advantageous to the County.
- (B) Considerations for justification of a Sole Source procurement may include:
  - (I) The commodity or service is wanted for experimental trials, pilots, and/or testing.
  - (II) Additional unanticipated commodities or services are needed to complete an ongoing task.
  - (III) The commodity is a component, repair, or replacement part of existing equipment for which no commercially available substitute exists and the purchase can only be made from the manufacturer or sole distributor.
  - (IV) Exigent circumstances exist that dictate delivery is a critical factor and only one vendor is able to meet the time constraints
- (C) A request for a proprietary item does not justify Sole Source procurement if there is more than one potential Bidder (e.g. multiple distributors) for the type of item sought.

**2.6.1 Procedures**

- (A) For Sole Source Purchases exceeding \$10,000, the Requesting Department Director must document the need and/or basis for the commodity or service using the Sole Source Procurement Request form and forward the request to Business and Support Services - Procurement ([see Appendix A, Sole Source Procurement Request](#)).
- (B) Business and Support Services - Procurement will review the request. The Director of Business and Support Services - Procurement has the authority to declare a Sole Source and determine whether to make a recommendation of Sole Source to the appropriate level of approval authority.
- (C) A Notice of Intent to Sole Source may be advertised when the procurement will exceed the Formal Bid Limit except however; the Director of Business

## CHAPTER 2 METHODS OF PROCUREMENT

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and Support Services - Procurement may determine advertising is not necessary due to exigent or other circumstances (proprietary or patented items, maintaining warranties, compatibility, etc.).

- (D) Business and Support Services - Procurement and the Requesting Department may negotiate with a Sole Source Bidder.

## CHAPTER 3

### DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS

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#### 3.0 **INTRODUCTION**

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

#### 3.1 **TRAINING**

Prior to making any purchase, except for Purchasing Card purchases, Requesting Department personnel MUST attend Systems Support’s Financial Accounting Management Information System (FAMIS) and Advanced Purchasing and Inventory Control System (ADPICS) Training and Business and Support Services - Procurements’ Procurement Manual training.

#### 3.2 **PRE-PROCUREMENT PLANNING PROCESS**

##### 3.2.0 **Planning Meeting**

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

##### 3.2.1 **Initiating a Procurement Process**

###### (A) Request for Bid Questionnaires

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

###### (B) Encumbrance of Funds – Regular Purchase Order Process

(I) To initiate a procurement, the Requesting Departments must submit a Requisition (currently called “RQs”) through ADPICS. Requesting Departments may not submit RQs when funds are not available unless specifically authorized to do so. Submitting an RQ in ADPICS will create a pre-encumbrance. Posting of the RQ pre-encumbers the funds, and posting the Purchase Order encumbers the funds.

(II) If funds are not available, it will be the responsibility of the Requesting Department to rectify the situation. Business and

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Support Services - Budget may be contacted to provide assistance when a problem arises regarding insufficient funds or other financial posting errors identified in the FAMIS/ADPICS System.

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

(IV) Purchase orders must be issued prior to placing any orders or work being performed.

(C) Non-Encumbrance of Funds - Blanket Purchase Order (BPO) Process

(I) A Blanket Purchase Order (BPO) is used when the County has requirements for definite or indefinite quantities of commodities and services that cover a specific period of time.

(II) A BPO is a contractual Agreement with a Bidder to supply a commodity or service at a price for a specified period of time.

(III) The BPO does not create an encumbrance of funds. Funds are encumbered only when the Requesting Department places a "Release Order" against the BPO and authorizes a specific delivery of commodities or services.

**3.2.2 Scheduling**

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

**3.3 SOLICITATION PROCESS**

**3.3.0 Specifications / Scope of Work**

(A) Purpose

The purpose of the Specification or Scope of Work (referred to collectively as "Specifications") is to serve as a basis for obtaining commodities or services adequate and suitable for the County's needs while encouraging the maximum practicable competition consistent with this purpose.

(B) Responsibility for Specifications

(I) Requesting Department Responsibilities

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- (a) The Requesting Department is responsible for preparing the Specifications and submitting them to Business and Support Services - Procurement in an acceptable electronic format (except for some sections of construction bid documents, subject to approval by Business and Support Services - Procurement).
  - (b) The Requesting Department is responsible for complying with the requirements of Risk Management regarding appropriate insurance and bonding (see Chapter 13).
  - (c) The Requesting Department is responsible for complying with the requirements of the Economic Development Department regarding appropriate MBE/SBE compliance ([see Appendix B, Administrative Order 06-08](#)).
  - (d) The Requesting Department is responsible for complying with contractor licensing and permitting requirements ([see Appendix C, AD CS-20 License and Permit Requirements \(Construction\)](#)). The licensing requirements will be included in the Specifications.
  - (e) When the Specifications are out of the ordinary, the Requesting Department should have their Assistant County Attorney review the Specifications prior to submitting them to Business and Support Services - Procurement.
  - (f) The Requesting Department should advise Business and Support Services - Procurement of any business decisions that may limit competition.
  - (g) When developing Specifications for a Request for Proposal, the Requesting Department shall recommend the evaluation criteria including the weighting of the cost and other criteria, instructions for proposal content and format for Bidders, and members of the Evaluation Committee (see Section 3.4.10 for the Evaluation Committee requirements including providing a list of the Evaluation Committee members to Business and Support Services - Procurement with the Specifications).
- (II) **Business and Support Services - Procurement Responsibilities**
- Business and Support Services - Procurement is responsible for reviewing Specifications for areas that appear to limit competition and may require that Specifications be revised or clarified.

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(C) Specifications Development

- (I) When developing the Specifications, the Requesting Department should take into consideration the total cost of ownership, operations, initial acquisition, rental, leasing, etc.
- (II) The Requesting Department should prepare concise, but quality, Specifications to ensure that commodities and services will fulfill their intended purpose. The Specifications should be sufficiently detailed to provide a basis for full and fair competitive bidding.
- (III) A Specification composed or designed solely for the purpose of eliminating competition or requiring a particular Brand Name should not be used. If a “no substitute” Specification must be used, the Requesting Department must provide justification.
- (IV) In the Specifications, the Requesting Department must:
  - (a) State exactly what is needed clearly, definitively, and completely;
  - (b) Avoid nonessential quality restrictions that add cost and difficulty in procurement without adding to utility and value;
  - (c) Avoid definitions that unnecessarily restrict competition;
  - (d) Avoid unnecessary use of abbreviations and acronyms;
  - (e) Conform, as much as possible, to established commercial and industrial standards;
  - (f) When applicable, specify the means or basis for testing responses and deliveries for conformance with the Specifications; and,
  - (g) On RFP’s, include the evaluation criteria.
- (V) Business and Support Services - Procurement may require additional information from the Requesting Department.
- (VI) Any person or company that has participated in the preparation of the Specifications may not submit on the Bid/Proposal.
- (VII) Once a Bid/Proposal has been issued, no changes in the Specifications can be made except by Addendum (see Section 3.3.6).

(D) Use of Brand Name

- (I) Brand names, trade names, or names of manufacturers or Bidders (collectively “Brand Names”) may be used in identifying a product when based upon sufficient documented justification; the following determinations can be made:

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- (a) No other Design or Performance Specifications or Qualified Products List is available;
    - (b) Time does not permit the preparation of another form of purchase description excluding the Brand Name;
    - (c) The nature of the product or the nature of the County's requirements make use of the Brand Name suitable for the procurement; or
    - (d) The use of a Brand Name is in the County's best interest.
  - (II) When a Brand Name is used simply to establish class or type required, any other commodity or service considered equivalent by the Requesting Department may be accepted.
  - (III) When a Brand Name is used as a standard, the commodity or service specified by the Requesting Department should be stated.
- (E) Qualified Products List (QPL)
- (I) A QPL may be developed when testing or examination of commodities prior to issuance of the solicitation is necessary to best satisfy the County's requirements, for example, security equipment or products to be utilized in the County's water or wastewater systems.
  - (II) When developing a QPL, the County will provide Public Notice quarterly or as needed of the establishment of a QPL, unless an exception is approved by the Director of Business and Support Services - Procurement.
  - (III) Potential suppliers may submit products for testing and examination to determine acceptability for inclusion on the QPL.
  - (IV) Inclusion on a QPL shall be based on results of those tests or examinations.
  - (V) If a product is not approved for inclusion on a QPL, the Bidder shall be afforded the opportunity to appeal that decision.
- (F) Contractual Terms
- (I) If the contract is for direct provision of services to county residents, the Requesting Department shall include a requirement for the bidder to implement Point of Service Surveys in accordance with AD-25 Point of Service Surveys ([see Appendix Y, AD-25 Point of Service Customer Surveys](#)).
  - (II) If the Requesting Department has special terms or conditions to be included in the Bid/Proposal Documents, it shall provide these special terms and conditions to Business and Support Services -

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Procurement on a separate page from the Specifications, and Business and Support Services - Procurement will enter them in the appropriate place in the Bid/Proposal Documents.

(G) Grant-Funded Procurements

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

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

(H) Alternate Bids – Additions or Deductions

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

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

(I) Final Review of Specifications

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

**3.3.1 Preparation of Formal Bids/Proposals**

(A) Business and Support Services - Procurement prepares the Bid/Proposal.

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

(C) Business and Support Services - Procurement issues the Public Notice through Onvia DemandStar.

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

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**DEVELOPMENT AND AWARD OF BIDS AND REQUEST FOR PROPOSALS**

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**3.3.2 Public Notice**

(A) General

- (I) When Public Notice is required, Business and Support Services - Procurement will publish in a newspaper of general circulation once not less than fourteen (14) calendar days prior to the last day set for the receipt of Bid/Proposal Submittals. At the discretion of the Director of Business and Support Services - Procurement, the fourteen (14) calendar day requirement may be shortened as deemed appropriate (see subsection (B) and (C) for requirements related to Construction and CCNA).
- (II) Additional Public Notice shall be provided through Onvia DemandStar.
- (III) The Public Notice shall include a general description of the commodities or services to be procured, where Bids/Proposals may be secured, any Pre-Bid/Proposal Conference information, time, and location of opening.

(B) Construction Projects

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

(C) CCNA

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

(D) Meetings

Business and Support Services - Procurement will provide notice of Evaluation and Awards Committee meetings by posting a notice on Business and Support Services – Procurement’s bulletin board.

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**3.3.3 Site Visits/Inspections Relative to Specifications**

(A) Purpose

The Requesting Department may recommend a Site Visit when necessary.

(B) Procedures

- (I) If a County-scheduled Site Visit is required, the Bid/Proposal will establish the time, date, and location of the Site Visit(s) and indicate whether it is a mandatory or non-mandatory requirement.
- (II) A Requesting Department Representative will be authorized to sign the Site Visit Attendance form (if it is required) ([see Appendix D, Site Visit Attendance Form](#)).
- (III) Business and Support Services - Procurement will reject the Bid/Proposal of any Bidder that does not attend a County-scheduled Mandatory Site Visit.
- (IV) The Director of Business and Support Services - Procurement may schedule an additional Mandatory Site Visit if deemed in the best interest of the County.

**3.3.4 Pre-Bid/Proposal Conference**

(A) Purpose

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

(B) Timing

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

(C) Notice

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

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(D) Mandatory Conferences

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

(E) Clarifications or Corrections at Pre-Bid/Proposal Conference

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

**3.3.5 Clarifications or Changes to the Bid/Proposal**

(A) Orally

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

(B) Written

Bidders should direct all inquiries relating to interpretation and technical details of the Bid/Proposal in writing to Business and Support Services - Procurement within the time stated in the Bid/Proposal document. Business and Support Services - Procurement will seek clarification from the

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Requesting Department. If any changes are needed in the Bid/Proposal, Business and Support Services - Procurement will issue the changes in the form of an Addendum (see Section 3.3.6 below).

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

**3.3.6 Addendum**

- (A) Purpose

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

- (B) Timing

- (I) Prior to issuing an Addendum, Business and Support Services - Procurement and the Requesting Department must consider the period of time remaining until the Opening Date.
- (II) If additional time is likely to be required by the Bidders, the Addendum should extend the Opening Date for a reasonable period of time to obtain the greatest level of competition and fairness.

- (C) Authorization

- (I) If the Requesting Department needs to make changes to a Bid Proposal document that has already been advertised, it shall submit those changes to Business and Support Services - Procurement.
- (II) If Business and Support Services - Procurement determines the need to change the Bid Proposal document, it shall issue an Addendum.
- (III) All addenda shall be issued by Business and Support Services - Procurement.
- (IV) Neither a Requesting Department nor a Consultant shall issue an Addendum on behalf of Hillsborough County.

- (D) Issuance

- (I) Business and Support Services - Procurement shall process the proposed Addendum promptly upon receipt and will make best efforts to post the Addendum through Onvia DemandStar at least five (5) working days in advance of the scheduled Opening Date.

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Vendors that have downloaded a bid opportunity will automatically receive notification of the Addendum.

- (II) If insufficient time is available for Business and Support Services - Procurement to issue an addendum, Business and Support Services - Procurement shall provide verbal notification to all Bidders in attendance at the scheduled Opening and no Bids/Proposals will be opened at that time.
- (III) If the Addendum cannot be made available through Onvia DemandStar (due to size or other technical issues), notice of it will be posted and the Addendum can be obtained through the contracted Provider for reproduction services.

(E) Bidder's Responsibility

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

(F) Acknowledgement

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

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

(A) Purpose

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

(B) Procedures

- (I) All Bidders who originally submitted Proposals may be eligible to participate in the Best and Final process. However, the County reserves the right to extend solicitations to additional or fewer Bidders.
- (II) A Bidder may, at its sole discretion, change its Proposal in part or in whole from its original submittal to meet the requirements of the County.

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- (III) The decision and process to request a Best and Final Offer must be closely coordinated between Business and Support Services - Procurement and the Requesting Department to ensure a fair and equitable process.
- (IV) Subsequent to a determination to seek a Best and Final Offer, Business and Support Services - Procurement will issue the request and schedule a date and time for the Bidders to submit Best and Final Offers.
- (V) The County reserves the right to request further negotiations if deemed to be in the best interest of the County.

**3.4 SUBMITTAL REVIEW PROCESS**

**3.4.0 Rights of the County**

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

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

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

(A) Preference for Competition

- (I) Multiple competitive quotations should be obtained whenever possible to secure the best value for the County. The findings should be documented in ADPICS.
- (II) Rotation of the Bidder's lists or other sourcing methodologies may be used.
- (III) Requesting Departments should give consideration to minority and small business enterprises ([see Appendix B, Administrative Order 06-08](#)).
- (IV) Purchasing Card purchases under \$5000 are exempt from this subsection, but competition is strongly encouraged where feasible.

(B) Procedures

- (I) Purchasing Cards (PCards)

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See Chapter 4.

- (II) Small Purchases/Departmental Purchase Orders (DPO) ([see Appendix E, Department Purchase Order \(DPO\) Form](#)).
- (a) The DPO is intended to provide an effective and efficient system for small Departmental purchases not exceeding \$10,000. Department Directors are responsible for the implementation and use of the DPO system and insuring that the commodities and services purchased by DPOs:
    - (i) are directly related to the mission of the Department and serve a public purpose;
    - (ii) give consideration to minority and small business enterprises ([see Appendix B, Administrative Order 06-08](#));
    - (iii) follow established procedures and guidelines including Bidder selection, authorization, ordering, receiving, timely payment, and record keeping;
    - (iv) are made at a fair and reasonable price;
    - (v) are not split among several DPOs to avoid regular procurement procedures; and,
    - (vi) are not used for regularly occurring or scheduled needs (commodities or services) when the total value is projected to exceed \$10,000 during a one-year period.
  - (b) If a commodity or service is available utilizing a State of Florida contract and there is no existing ADPICS Blanket Purchase Order (BPO), a DPO should be issued (see Section 3.4.1(B)(II)(i)(iv)).
  - (c) DPO's may not be used for items covered by ADPICS BPOs. These items are to be obtained by Release Purchase Orders through the ADPICS System.
  - (d) DPO forms are to be maintained in a secure fashion by the Requesting Department.
  - (e) The Specifications of the DPO must include a complete description of the commodities or services being ordered including brand name, model number, and any technical information that is appropriate and necessary to adequately and completely describe the Requesting Department's requirements. Always include the name and telephone number of the Requesting Department's contact person.

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- (f) DPOs must be posted prior to the order being placed with the Bidder and must reflect the price(s) agreed upon by the Requesting Department and the Bidder.
- (g) All orders should be Free On Board (F.O.B.) destination, unless "pick-up" or other delivery instructions are specified by the Requesting Department on the face of the DPO.
- (h) DPO supporting documentation is subject to retention in accordance with state requirements and any compliance audit by the Clerk of the Circuit Court.
- (i) For purchases exceeding \$5,000, documentation of the procurement method used for the purchase shall be documented in the notepad of the DPO or in Screen 2361 in ADPICS at the time the DPO is created so that the information will be included through the departmental approval path for the DPO:

- (i) **Competitive Quotations**

Departments are responsible to obtain three quotations (written or oral). List in the notepad the Bidders contacted, the Bidder contact name (complete name), and the prices received (see example below).

- Smith Company, Joseph M. Smith, \$5,525.00
- Jones Company, Jean L. Jones, \$6,365.00
- Johnson Crafting, Lorien Johnson, \$7,200.00

If it is not possible to obtain three quotations, departments are responsible to document and justify the reason(s) in the notepad.

- (ii) **Sole Source**

List in the notepad the Bidder name, the Bidder contact person (complete name), and price received (as above). Also, state why the purchase is a sole source by answering these questions:

- Why is this the only commodity or service that will meet your needs?
- Why is this the only Bidder that can provide the commodity or service?
- How has the price been determined to be fair and reasonable?

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(iii) Emergency

List in the notepad the Bidder name, the Bidder contact person (complete name), and price received (as above). Also, state why the purchase is an emergency by answering these questions:

- What is the nature of the emergency?
- How was the Bidder chosen?
- How was the price determined to be fair and reasonable?
- Date and time of the event.

(iv) State of Florida Term Contracts

Current state term contracts can be found on the State of Florida's website:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/state\\_contracts\\_agreements\\_and\\_price\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists)

State the name, the assigned number for the contract, and the expiration date in the "terms" of the DPO (see example below):

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

Written quotes should reference the State of Florida Contract number.

- (j) A reference to the Bidder's quote should be included in the "terms" of the DPO.

(III) Small Purchases exceeding \$10,000 but not exceeding \$25,000

- (a) The Requesting Department must prepare Specifications and an ADPICS Requisition.
- (b) Business and Support Services - Procurement will make a good faith effort to obtain two or more written quotations and document the Bidders contacted, the Bidder contact person (complete name), and the prices received.
- (c) Business and Support Services - Procurement may send the quotation(s) to the Requesting Department for review and acceptance.

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- (d) Business and Support Services - Procurement will issue the Purchase Order.

**3.4.2 Formal Bids/ Proposals Receipt and Evaluation Process**

(A) Bid/Proposal Submittal Receipt

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

(B) Bid/Proposal Opening

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

(C) Public Records

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

(D) Initial Evaluation

- (I) Business and Support Services - Procurement will review the Bid/Proposal Submittals to determine initial responsiveness.

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- (II) Business and Support Services - Procurement is not responsible for reading the entire content of the Bid/Proposal Submittals for any undisclosed deviations.
  - (III) Business and Support Services - Procurement will confirm that the Bidder is an active business registered with the Florida Department of State and will obtain the license specified in the Bid/Proposal document for review by the Requesting Department.
  - (IV) If deemed in the best interest of the County, Business and Support Services - Procurement will request the Debt Management Department to conduct a financial review of the Bidders to determine financial stability to adequately provide commodities and services.
  - (V) If a Bid/Proposal Submittal fails to meet responsiveness requirements, Business and Support Services - Procurement may deem the Submittal non-responsive and notify the Bidder. If the Bidder has stated that it is taking deviations, no notification will be sent to the Bidder.
  - (VI) When Business and Support Services - Procurement deems necessary, it may conduct discussions with Bidders for clarification purposes only.
  - (VII) Business and Support Services - Procurement forwards the lowest initially responsive Bid Submittals to the Requesting Department and all initially responsive Proposal Submittals to the Evaluation Committee for review.
- (E) Department Review of Bid/Proposal Documents
- (I) The Requesting Department reviews Bid/Proposal Submittals and makes recommendations for awards to Business and Support Services - Procurement.
  - (II) The Requesting Department will confirm that the Bidder is properly registered and licensed as required by the project or area of discipline at the time of the Opening Date.
  - (III) The Requesting Department may establish a Review/Evaluation Committee to analyze and evaluate Bids (see Section 3.4.10).
  - (IV) In the case of a Formal Proposal, the Evaluation Committee will meet in order to evaluate the Proposal Submittals and make a recommendation.
  - (V) The Evaluation Committee Chair must submit a signed recommendation to Business and Support Services - Procurement including an executive summary.

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- (VI) If the Requesting Department determines that a Bid/Proposal Submittal is not responsive or the Bidder is not responsible, it must detail in writing the basis of its determination.

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

(A) Requesting Department Responsibilities

- (I) The Requesting Department is responsible for developing the specific questions to be asked during the reference check.
- (II) When the Requesting Department requires that Bidders submit references as a part of their bid response, the Requesting Department shall contact the references provided by the apparent low Bidder(s) being reviewed, document the results, and incorporate into the decision making process with regard to the Requesting Department's recommendation for award.
- (III) The Requesting Department's review of a Bidder's references is not limited to the references provided by the Bidder and may include other sources.
- (IV) A Bidder's prior experience with the County is valuable and will be taken into consideration in the recommendation for award. Upon request, Business and Support Services - Procurement can provide contact information related to prior/other existing contracts with the County.
- (V) The Project Manager, Evaluation Committee Chair or designee is responsible for conducting the reference checks.
- (VI) Reference checks, when conducted should be achieved in a uniform manner and should be documented as part of the Bid recommendation.
- (VII) Documentation of all reference checks should be identified by Bid/RFP number, Title and Bidder.
- (VIII) Reference check documentation shall be submitted to Business and Support Services - Procurement for inclusion in the Bid/RFP file.

(B) General Questions

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

- (I) Did the Bidder deliver according to the schedule?
- (II) Did the Bidder deliver within budget or at the Bid price?

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- (III) Did the Bidder respond in good faith to resolve problems, request additional compensation or justify change orders?
- (IV) Did the Bidder complete punch list items in a timely manner and properly closeout the project?
- (V) Would you contract with this Bidder again?
- (VI) Have you debarred this Bidder from doing business with your entity?
- (VII) Has this Bidder ever defaulted on a contract with your entity or have they been terminated and/or not renewed when the option was available?
  - (a) If yes, please describe in detail.
  - (b) Would you fax or email public records in relation to this action.
  - (c) Was the Bidder cooperative with the transition to the new Bidder (e.g. transition of data/records)?
- (VIII) How would you rate the Bidder's overall performance with regard to quality: Poor; Satisfactory; Good or Exceptional?
- (IX) How would you rate the Bidder's overall performance with regard to timeliness: Poor; Satisfactory; Good or Exceptional?
- (X) Can you elaborate on the Bidder's particular strengths, if any?
- (XI) Can you elaborate on the Bidder's particular weaknesses, if any?
- (XII) Would you recommend this Bidder to Hillsborough County for this job?
- (XIII) Are you aware of any reason that the County should consider not contracting with this Bidder?

**3.4.4 Procedure for Handling Deviations**

- (A) Deviations in Bids/Proposals may be either material or immaterial.
- (B) Immaterial or minor deviations are those that do not alter the substance of the Bid/Proposal and do not provide undue competitive advantage to a Bidder. These deviations may be waived. Illustrative examples include, but are not limited to, omission of brochures or inaccurate extension of unit prices.
- (C) Material deviations are ones that (i) deprive the county of its assurance that the contract will be entered into, performed, and guaranteed according to the Bid's/Proposal's specific requirements, or (ii) provide the deviating bidder with an undue competitive advantage. These deviations may not be waived.

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Illustrative examples include, but are not limited to, deviations affecting the price, quality or delivery of commodities or services offered.

- (D) The Requesting Department will make a determination regarding materiality of deviations to the Specification and forward a written response to Business and Support Services - Procurement.
- (E) Business and Support Services - Procurement will assess the validity of the materiality determination and take the appropriate action.

**3.4.5 Request for Clarification**

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

**3.4.6 Bidder Errors**

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

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**3.4.7 Bids that Exceed Budget**

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

**3.4.8 Tie Bids/Proposals (NON-CCNA)**

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

- (A) A Bidder who has signed and submitted a Drug Free Workplace form, pursuant to Section 287.087 Florida Statutes, with the bid;
- (B) A Bidder who is a minority or small business enterprise, certified or registered by Hillsborough County, pursuant to Board Resolution R11-020;
- (C) A Bidder who has its principal place of business in Hillsborough County;
- (D) A Bidder who has a place of business in Hillsborough County; and,
- (E) Otherwise, the bid may be awarded by drawing lots.

**3.4.9 Single Bid/Proposal Submittal Analysis**

- (A) Business and Support Services - Procurement Responsibilities

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

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

- (B) Requesting Department Responsibilities

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

- (I) Conducting a detailed review of the Submittal to determine if the price offered is fair and reasonable in light of all prevailing

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circumstances. One or more of the following techniques may be used to perform price analysis:

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

**3.4.10 Evaluation Committee**

- (A) Purpose and Members of the Evaluation Committee:
- (I) An Evaluation Committee is used to review the technical aspects of Bid/Proposal Submittals for compliance with Specifications and

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make recommendations on awards. An Evaluation Committee can be used to review Bids as needed.

- (II) The Evaluation Committee generally consists of five (5) members representing a cross-section of employees with knowledge of the commodities or services sought: Project Manager, Requesting Department, and three other people selected by the Requesting Department Director.
  - (III) The Requesting Department designee serves as the Evaluation Committee Chair.
  - (IV) A Committee member should not be selected if that person directly or indirectly reports to any other Committee member.
  - (V) At the discretion of Business and Support Services - Procurement, the Evaluation Committee may be expanded to include, but not necessarily limited to, a representative of a local Professional association to serve in an advisory capacity only.
  - (VI) The County Attorney and a Business and Support Services - Procurement Representative serve in an advisory capacity to the Committee.
- (B) Conflict of Interest and Evaluation Committee Members
- (I) No person shall serve on an Evaluation Committee if he/she has a conflict of interest with respect to the business/firm/vendor/consultant being evaluated. The following activities, interests and relationships shall be deemed to be a conflict of interest and shall preclude a person from serving on an Evaluation Committee:
    - (a) current employment or past employment with the business/firm/vendor/consultant being evaluated within one (1) year prior to the evaluation; or
    - (b) serving as a current consultant or past consultant for or with the business/firm/vendor/consultant being evaluated within one (1) year prior to the evaluation; or
    - (c) having an ownership interest (stocks or assets) in the business/firm/vendor/consultant being evaluated at the time of the evaluation (mutual funds are excluded); or
    - (d) having a family member (spouse, child, sibling, parent, in-law) with an ownership interest in the business/firm/vendor/consultant being evaluated at the time of the evaluation (mutual funds are excluded); or

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- (e) serving as an officer and/or director in the business/firm/vendor/consultant being evaluated at the time of the evaluation; or
    - (f) being a party in any current litigation/lawsuit with or against the business/firm/vendor/consultant being evaluated, and/or being a party in any past litigation/lawsuit with or against the business/firm/vendor/consultant being evaluated where such lawsuit concluded less than two (2) years prior to service on the Evaluation Committee (involvement in a past litigation/lawsuit that concluded two (2) or more years prior to service on the Evaluation Committee shall not constitute a conflict of interest); or
    - (g) involvement in a current investigation of the business/firm/vendor/consultant being evaluated, and/or involvement in a past investigation of the business/firm/vendor/consultant being evaluated where such investigation was concluded less than one (1) year prior to service on the Evaluation Committee; (if there is any uncertainty regarding the applicability of a current or past investigation, then this potential conflict must be disclosed in writing and the Director of Business and Support Services - Procurement shall make a determination as to whether a conflict exists.)
  - (II) Any other activity, interest or relationship that could possibly be viewed as a conflict of interest or that is in conflict with Florida Statute Section 112.313 (Government Code of Ethics) must be disclosed in writing to the Director of Business and Support Services - Procurement prior to service on an Evaluation Committee, whereupon, the Director of Business and Support Services - Procurement shall make a determination as to whether a conflict exists.
- (C) Evaluation Committee Process
- (I) The Evaluation Committee Chair will coordinate all scheduling with Business and Support Services - Procurement.
  - (II) Business and Support Services - Procurement will ensure Public Notice is issued in compliance with the Sunshine Law and that all Evaluation Committee meetings are scheduled at least 24 hours in advance, unless circumstances arise requiring a shorter time frame (subject to approval by the Director of Business and Support Services - Procurement).

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- (III) All Evaluation Committee members will sign a form covering confidentiality for the first ten (10) calendar days after receipt of the Bid/Proposal Submittals or until such time as a recommendation is made, whichever is earlier. The form also discloses potential conflicts of interest with respect to members of an Evaluation Committee ([see Appendix F, Evaluation Committee Disclosure Form](#)).
  - (IV) The Evaluation Committee Chair or designee is responsible for conducting reference checks of Bidders.
  - (V) The Evaluation Committee Chair is responsible for preparing written minutes of all Evaluation Committee Meetings and recording attendance.
  - (VI) Upon completion of the evaluation, Business and Support Services - Procurement will provide the pricing score so that the Evaluation Committee can make its recommendation based on the total score. This can be done prior to the completion of the Evaluation Summary so that it is included in the overall recommendation.
  - (VII) The Evaluation Committee Chair is responsible for preparing the Evaluation Summary containing formal recommendations to Business and Support Services - Procurement that includes a brief description of the project, the final scoring, the budgeted amount, recommended dollar amount, and the Committee's recommendation for award (see Section 3.5.1 for additional CCNA procedures).
  - (VIII) All Committee members must sign the Evaluation Summary.
  - (IX) The Evaluation Summary is submitted to the Awards Committee for all RFP's and at other times, when appropriate.
  - (X) The Chair should be prepared to make a brief presentation of the recommendation to the Awards Committee.
  - (XI) The public may attend any Evaluation Committee meeting, but the public may not participate in the evaluation process.
- (D) Instructions to Evaluation Committee

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

- (I) Thoroughly evaluate all Bids/Proposal Submittals in accordance with the Specification criteria and report any deviations to Business and Support Services - Procurement immediately;
- (II) Ensure a thorough, unbiased and equitable evaluation of all Bid/Proposal Submittals and treat all Bidders fairly;

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- (III) Refrain from any conversations with each other regarding the Bid/Proposal Submittals for the duration of the process except during Evaluation Committee meetings;
- (IV) Attend all scheduled meetings, including any Oral Presentation (interviews) by Bidders;
- (V) Disclose in writing any conflict of interest or bias to the Director of Business and Support Services - Procurement prior to performing the evaluation;
- (VI) Evaluate the Bid/Proposal Submittals based upon the written response to the scope of work and other pertinent information required by the terms of the Proposal only;
- (VII) Refrain from inclusion of any personal knowledge or assumptions gained prior to or outside of the evaluation process; and,
- (VIII) Refrain from any communication with any Bidder and request clarification of the Bid/Proposal Submittal through Business and Support Services - Procurement, if needed.

**3.4.11 Awards Committee for Formal Proposals**

(A) Purpose and Members

- (I) The Awards Committee is an ad hoc Committee that convenes to review the recommendation of the Evaluation Committee.
- (II) An Awards Committee may be convened at any time by the Director of Business and Support Services - Procurement to address pertinent issues.
- (III) The Awards Committee consists of the Director of Business and Support Services - Procurement, Director of Management and Budget, and Director of the Requesting Department.
- (IV) The County Attorney and a Business and Support Services - Procurement Representative serve in an advisory capacity to the Committee.

(B) Process

- (I) Business and Support Services - Procurement will schedule and publicly notice the Awards Committee meeting upon receipt of the Evaluation Committee's recommendation.
- (II) The Awards Committee will review the recommendation and either uphold the Evaluation Committee's recommendation or return the recommendation to the Evaluation Committee for further review.

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**3.4.12 Product Demonstrations**

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

**3.4.13 The Bid Review Committee (Construction Projects)**

- (A) Purpose and Members

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

**3.4.14 Rejection of Bid/Proposal Submittals**

- (A) The County reserves the right to reject any and all Bids/Proposals upon determination of non-responsibility of a Bidder or non-responsiveness of Bid/Proposal or any other circumstances deemed in the best interest of the County, including, but not limited to, previous failure to perform properly or

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complete on time a contract of similar nature or neglect of payment of bills or obligations to subcontractors, suppliers, or employees.

- (B) The Director of Business and Support Services - Procurement has the authority to reject any and all Bids/Proposals not exceeding \$25,000.
- (C) The County Administrator has the authority to reject any and all Bids/Proposals not exceeding \$100,000.
- (D) The rejection of Bids/Proposals exceeding \$100,000 requires approval by the BOCC.
- (E) The Director of has the authority to cancel CCNA RFP's at any time prior to award.

**3.5 ADDITIONAL AWARDS PROCESSES FOR RFP'S**

**3.5.0 Request for Proposal (RFP) Process**

- (A) Additional Rights of County in the RFP Process

During the evaluation process, the County reserves the right to:

- (I) Shortlist Proposal Submittals in the competitive range.
- (II) Negotiate with top-ranked or shortlisted Bidders.
- (III) Recommend award with or without negotiations and interviews.
- (IV) Select the Proposal Submittal that it believes will serve the best interest of the County.

- (B) Procedures

- (I) All responsive Proposal Submittals will be evaluated by an Evaluation Committee.
- (II) The recommendation of the Evaluation Committee for all Proposals over the Formal Bid Limit will be reviewed by the Awards Committee, except for CCNA RFP's.

**3.5.1 RFP Process – Consultants' Competitive Negotiation Act (CCNA)**

- (A) Purpose

The purpose of the procedures established hereunder is to ensure Hillsborough County's compliance with Section 287.055 Florida Statutes known as the "Consultants' Competitive Negotiation Act" (CCNA). The CCNA establishes contracting procedures by which counties must select architects, professional engineers, landscape architects, and surveyors and

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mappers (“Professional Firms”) for architectural, engineering, landscaping and mapping services (“Professional Services”). The CCNA process allows for Professional Firms to be chosen on quality of personnel, minority business enterprise consideration, past performance, willingness to meet time and budget requirements, location, workload, and volume of work previously awarded to each Professional Firm by the County.

(B) Public Notice

Business and Support Services - Procurement shall publicly advertise in a uniform and consistent manner on each occasion when Professional Services are required to be engaged except in cases of valid public emergencies as certified by the Board. The announcement shall include a general description of the project and shall indicate how and the time within which interested Professional Firms can provide their written response (the “CCNA Submittal”). The announcement shall contain the potential agreement period including any unilateral renewals.

(C) Certification and Pre-Qualification

(I) Only firms certified by Hillsborough County as qualified to provide the required services will be recommended for selection.

Qualifications for certification are as follows:

- (a) Professional Firms must be properly registered and licensed with the Department of Business and Professional Regulation to practice their profession in the State of Florida.
- (b) If the Professional Firm is a corporation, it must be properly chartered with the Florida Department of State.
- (c) The Professional Firm must submit a form SF 330. Separate SF 330's are required for corporate office and local office, if applicable.
- (d) Professional Firms are required to submit statements of qualification and performance data for certification on an annual basis.

(II) Business and Support Services - Procurement shall notify the Professional Firm in writing of its certification and the disciplines in which it is certified.

(III) Business and Support Services - Procurement shall prepare and maintain a certification list of eligible Professional Firms and the discipline(s) in which they are certified. The list of certified firms is posted on Business and Support Services - Procurement’s Website.

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- (IV) It is the responsibility of the Professional Firm to keep its qualification data current.
- (D) CCNA Evaluation Committee
  - (I) CCNA Evaluation Committee Members and Purpose
    - (a) The CCNA Evaluation Committee consists of at least three (3) members: Project Manager, Requesting Department representative and one (1) other person selected by the Requesting Department. The Project Manager serves as the CCNA Evaluation Committee Chair.
    - (b) At the discretion of Business and Support Services - Procurement, the CCNA Evaluation Committee may be expanded to include a representative of a local Professional Association to serve in an advisory capacity only.
    - (c) A Committee member should not be selected if that person is a direct or indirect report to any other Committee member.
    - (d) The County Attorney and a Business and Support Services – Procurement Representative serve in an advisory capacity to the Committee.
    - (e) A CCNA Evaluation Committee may be convened at any time by the Director of Business and Support Services - Procurement to address pertinent issues.
  - (II) Contact with the CCNA Evaluation Committee
    - (a) In addition to the requirements of Section 3.4.10 (B), the members of the CCNA Evaluation Committee are prohibited from discussing a project, during the procurement process, with any Professional Firm that may provide a CCNA Submittal.
    - (b) All questions relating to the project shall be directed to Business and Support Services - Procurement.
- (E) Competitive Selection
  - (I) Consensus and Individual Scoring
    - (a) Consensus Scoring

The CCNA Evaluation Committee will evaluate the CCNA Submittals using consensus scoring when deemed appropriate. In the event consensus cannot be reached within a reasonable timeframe, the individual scoring method may be used.

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(b) Individual Scoring

The CCNA Evaluation Committee will evaluate and score the CCNA Submittals individually and submit the score sheets to Business and Support Services - Procurement. Business and Support Services - Procurement will combine and average the scores and include them in the total scores.

(II) Initial Ranking of Professional Firms

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

(a) Evaluation Criteria - Maximum of 100 points

(i) Ability of the Firm and its professional personnel

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

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

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

(v) Effect of project team location

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

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

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

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

(f) The Chair of the CCNA Evaluation Committee will be the only member to score "Effect of Project Team Location."

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

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will continue without that person. No substitution of CCNA Committee Members will be allowed.

- (d) Committee members will evaluate and score each Firm's CCNA Formal Presentation, based on the following criteria:
  - (i) Understanding of the project and program requirements (10 points maximum);
  - (ii) Approach to the project and methods used to plan, design, and administer the project (10 points maximum); and,
  - (iii) Ability to provide the required services and provide them within schedule and budget (10 points maximum).

(G) Final Ranking

- (I) Where only CCNA Teleconferences were held, the Final Ranking shall be the Initial Ranking (because Teleconferences are not scored).
- (II) Where CCNA Formal Presentations were made, the final ranking of the Professional Firms will be based solely on the CCNA Formal Presentation.

(H) CCNA Tiebreaker Procedure

(I) Initial Ranking Tiebreaker

In the event two or more Professional Firms receive identical total scores in the Initial Ranking, tiebreakers will be applied as follows:

(a) First Tiebreaker

- (i) The first tiebreaker will be the Professional Firms' individual Volume of Work with Hillsborough County as determined by the Clerk of the Circuit Court's financial accounting system.
- (ii) The Professional Firm with the lowest total dollars in Volume of Work over the preceding two (2) fiscal years will be considered the higher-ranked Professional Firm.
- (iii) If a tie still exists, the second tiebreaker is applied.

(b) Second Tiebreaker

- (i) The second tiebreaker will be the highest points given for the highest weighted evaluation criteria.

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Prior to advertising, the Requesting Department is required to select one of the weighted criteria as the highest weighted.

- (ii) The Professional Firm receiving the highest points will be considered the higher-ranked Firm.
- (c) Third Tiebreaker
  - (i) In the event a tie still exists, lots will be drawn.
- (II) Formal Presentations Tiebreaker

In the event two or more Professional Firms receive identical total scores following the CCNA Formal Presentations, tiebreakers will be applied as follows:

  - (a) First Tiebreaker
    - (i) The first tiebreaker will be the Professional Firms' individual Volume of Work with Hillsborough County as determined by the Clerk of the Circuit Court's financial accounting system.
    - (ii) The Professional Firm with the lowest dollars in Volume of Work over the preceding two (2) fiscal years will be considered the higher-ranked Firm.
  - (b) Second Tiebreaker
    - (i) If a tie still exists, lots will be drawn.

(I) Changes in Scoring

Decreases in scoring may result from the Evaluation Committee's consideration of additional information after the Initial Ranking. However, no increases in scoring will be considered. Changes may result from, but are not necessarily limited, to the following situations:

- (I) Changes in the project team of a shortlisted Professional Firm when the changes are considered to negatively impact the Professional Firm's ability to provide the quality of services originally proposed.
- (II) Discovery of information that conflicts with information provided in the CCNA submittal.
- (III) Discovery of the Professional Firm having provided misleading information.

(J) Competitive Negotiations

- (I) Once the final ranking of the shortlist has been established, Business and Support Services - Procurement will authorize the Requesting

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Department to begin negotiations with the top-ranked Firm (or Firms in the case of multiple awards for miscellaneous services agreements) on the shortlist.

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

**3.5.2 Additional Contract Requirements for CCNA**

- (A) Prohibition Against Contingent Fees

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

The architect (or registered surveyor and mapper or professional engineer, as applicable) (“Professional Firm”) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional Firm to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation,

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individual, or firm, other than a bona fide employee working solely for the Professional Firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach of this provision, the County has the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise receive, the full amount of such fee, commission, percentage, gift, or consideration.

(B) Truth in Negotiations

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

(C) Conflict of Interest

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

(D) Security of Documents

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

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**3.5.3 Design-Build Projects**

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

**3.6 AWARD PROCESS**

Once the Requesting Department’s recommendation is made and accepted by Business and Support Services - Procurement, with approval from the Awards Committee where needed, Business and Support Services - Procurement will prepare the agenda item for the Administrative or Board award.

**3.7 SPECIAL PROVISIONS**

**3.7.0 Request for Information (RFI)**

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

**3.7.1 Joint Ventures**

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

## CHAPTER 4

### PURCHASING CARD PROCEDURES

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**4.0 INTRODUCTION**

The Hillsborough County Purchasing Card Program (PCard Program) is designed to improve efficiency in processing low dollar purchases, travel expenditures, and emergency purchases from any Vendor that accepts a VISA Credit Card.

Business and Support Services - Procurement administers the PCard Program.

Hillsborough County's PCard Program Services Contract S-0001-09(JSW) (BOCC Document No. 09-0810) was awarded to FIA Card Services, N.A., a Bank of America Company on August 17, 2009 effective through August 16, 2014 with one five-year renewal option.

The PCard Program utilizes Bank of America's Works® Payment Manager (WORKS) to reconcile card transactions.

**4.1 CARD ACCOUNTS AND AUTHORIZED USE**

**4.1.0 Card Accounts and Authorized Use**

- (A) The PCard Program utilizes the following types of card accounts:
  - (I) PCard
  - (II) Departmental Card
  - (III) Term Account
  - (IV) Declining Balance Account
- (B) All cards are clearly identified on the face as a "Governmental Purchasing Card" in addition to:
  - (I) Embossed: employee's name or card's purpose information, account name "Hillsborough County BOCC", account number and expiration date; and
  - (II) Printed: County logo and sales tax exemption number.
- (C) Card accounts shall be used for authorized County purchases that are directly related to the mission of the Requesting Department and serve a public purpose. If clarification is required, contact County Finance.
- (D) CARD ACCOUNTS CANNOT BE USED FOR ANY PERSONAL USE.
- (E) Requests for new accounts must be submitted by the Requesting Department Director using a New Request form (see Exhibit 1, form 610). The form shall be e-mailed to [pcardadmin@hillsboroughcounty.org](mailto:pcardadmin@hillsboroughcounty.org).

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- (F) Requests for changes to card accounts must be submitted by the Requesting Department Director using a Change Request form (see Exhibit 2, form 620). The form shall be e-mailed to [pcardadmin@hillsboroughcounty.org](mailto:pcardadmin@hillsboroughcounty.org).
- (G) Under certain circumstances, a card account's Merchant Category Code Group (MCCG) can be revised to allow purchases outside the routine profile. To request a revision, contact PCard Administration.
- (H) Card accounts shall be used in accordance with the following Administrative Directives:
  - (I) Administrative Directive # IT-01, Automation and Telecommunications
  - (II) Administrative Directive #AD-22, Public Awareness, Awards and Sponsorship Activities
  - (III) Administrative Directive #PI-01, Procedures for Implementation of Board Policy for Control of Tangible Personal Property and Sensitive Property
  - (IV) Administrative Directive #MS-12, Receipt of Promotional Gifts / Gift Cards
  - (V) Administrative Directive #AD-06, Signature Authorization and Delegation of Authority
  - (VI) Administrative Directive #AD-09, Travel on Hillsborough County Business
  - (VII) Administrative Directive #FM-03, County Vehicle Fuel Procurement
- (I) PCard
  - (I) Issued to employees who frequently purchase commodities and services and to designated employees for emergency purchases during declared emergencies.
  - (II) Cardholder will take possession of their card at the conclusion of PCard Training (unless otherwise permitted).
  - (III) The employee whose name is embossed on the card is the only person authorized to use the card.
  - (IV) PCard Administration will notify the Requesting Department Coordinator upon the receipt of renewal or replacement cards.
  - (V) The Cardholder or the Requesting Department Coordinator is responsible for picking up PCard(s) from Business and Support Services - Procurement.

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- (VI) The Requesting Department Coordinator is responsible for proper distribution of cards.
  - (VII) Prior to a replacement or renewal card being issued, the existing card shall be presented to PCard Administration.
  - (VIII) The Cardholder is responsible for activating their card account by calling the toll-free number provided to them on the face of their card.
  - (IX) The total cost of any transaction must not exceed the established single transaction limit. A single purchase may be comprised of multiple items purchased in one transaction. All items purchased to meet a single requirement must be purchased in one transaction. A single purchase shall not be split into two or more transactions either by one or more Cardholders to stay within the single transaction or Cardholder limit.
  - (X) Requests to add a travel enhancement to a card must be submitted by the Requesting Department Travel Coordinator using a Temporary Travel Enhancement form (see Exhibit 6, form 670). The form shall be e-mailed to [pcardadmin@hillsboroughcounty.org](mailto:pcardadmin@hillsboroughcounty.org).
- (J) Departmental Card
- (I) Departmental Cards may be issued to Requesting Departments that have a specific commodity or service to purchase by more than one individual.
  - (II) Requesting Department will designate an individual(s) as a Departmental Card Monitor (Monitor) to secure and monitor the account.
  - (III) Motor Pool Departmental Cards are utilized in accordance with Administrative Directive #FM-03.
  - (IV) The Requesting Department Coordinator is responsible for notifying PCard Administration of changes to the designation of Monitor.
  - (V) PCard Administration will notify the Requesting Department Coordinator upon the receipt of renewal or replacement Departmental Cards.
  - (VI) The Monitor or the Requesting Department Coordinator is responsible for picking up Departmental PCard(s) from Business and Support Services - Procurement.
  - (VII) The Requesting Department Coordinator is responsible for proper distribution of cards.
  - (VIII) Prior to a replacement or renewal card being issued, the existing card shall be presented to PCard Administration.

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(IX) The Monitor is responsible for activating the Departmental Card by calling the toll-free number provided to them on the face of the card.

(K) Term Account

(I) A Term Account may be issued for a specific vendor or for a specific commodity or service.

(II) Requesting Department will designate an individual(s) with the role of Purchaser who is the only authorized individual(s) to use the Term Account.

(III) Purchasing Card Administration will notify the Requesting Department upon the issuance of a Term Account and provide account information.

(IV) PCard Administration will notify the Requesting Department Coordinator of updated account information.

(L) Declining Balance Account

(I) A Declining Balance Account may be issued for a maximum amount, purpose and time period.

(II) Requesting Department will designate individual(s) with the role of Purchaser who are the only authorized individual(s) to use the Declining Balance Account.

(III) Purchasing Card Administration will notify the Requesting Department upon the issuance of a Declining Balance Account and provide account information.

**4.2 PROHIBITED FEES, TAXES OR PURCHASES ON CARD ACCOUNTS**

**4.2.0 Prohibited Use**

(A) Card accounts shall not be used under any circumstances for the following:

(I) Cash Advances;

(II) Gift cards;

(III) Rental or lease of land or buildings;

(IV) Utilities (i.e., telephone services, telephone calls, etc.);

(V) Alcoholic beverages or tobacco products;

(VI) Non-business entertainment expenses;

(VII) Florida sales tax;

(VIII) Third-party billing vendor fees; and,

(IX) Credit card fees or surcharges.

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- (B) Unless otherwise approved, card accounts shall not be used for the following:
  - (I) Food items;
  - (II) Fuel; and
  - (III) Any other items currently under a master contract or prohibited from purchase by County policies.

**4.3 PCARD ADMIN AND REQUESTING DEPARTMENT RESPONSIBILITIES**

**4.3.0 Purchasing Card Administration Responsibilities:**

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

**4.3.1 Requesting Department Director Responsibilities:**

- (A) Designate Requesting Department Coordinator, Proxy and Approver roles (see Exhibit 1, form 610).
  - (I) The Proxy role shall be a staff member familiar with index/subobject codes that will sign off transactions in WORKS;
  - (II) The Approver role shall conform to the signature authorization guidelines of Administrative Directive #AD-06 and will sign off transactions in WORKS;
- (B) Establish Requesting Department's written internal control, transaction review and approval procedures that may include more stringent procedures and controls than included within this chapter;
- (C) Request card accounts (see Exhibit 1, form 610);
- (D) Address situations involving improper use;
- (E) Ensure staff follows the PCard Program Procedures and related Administrative Directives.

**4.3.2 Requesting Department Coordinator Responsibilities:**

- (A) Serve as liaison with Business and Support Services - Procurement;

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- (B) Monitor all disputed purchases, credits, and billing errors. Disputes or errors that cannot be resolved will be referred to the Requesting Department Director and PCard Administration;
- (C) Provide all new Requesting Department cardholders the internal control, transaction review and approval procedures prior to them attending PCard training;
- (D) Collect expired card accounts and distribute renewal cards;
- (E) Review the “Summary of Changes” e-mail sent from WORKS for accuracy and advise PCard Administration of required updates;
- (F) Notify Requesting Department’s staff of updates within the PCard Program; and,
- (G) Assist in Requesting Department’s reconciliation.

**4.3.3 Cardholder, Monitor or Purchaser Responsibilities:**

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

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

**4.4 TRAINING**

**4.4.0 Training**

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- (A) Requesting Departments will schedule their own staff for PCard Program training in HRIS. For agencies not in HRIS, Outlook meeting schedulers will be sent by PCard Administration.
- (B) The four training sessions typically held each month include:
  - (I) Requesting Department Coordinator training (for Department Coordinators)
  - (II) WORKS® training (for Proxy role)
  - (III) PCard training (for Cardholders, Department Coordinator and Proxy role)
  - (IV) Travel training (for Travel Coordinators)
- (C) A waiver of PCard or Travel training may be requested if cardholder attended a previous session and has a clear understanding of the PCard Policy, Procedures and relevant Administrative Directives (see Exhibit 1, form 610).
- (D) Training sessions will cover the PCard Policy and Procedures specific to each role and relevant Administrative Directives.
- (E) Cardholders and Purchasers (Term Account and Declining Balance Account) will sign a Standard PCard Agreement (see Exhibit 3, form 625) or Travel Addendum (see Exhibit 4, form 630).
- (F) Staff designated as the Approver in accordance with Administrative Directive AD-06 will be e-mailed an overview of the PCard Program and trained to approve transactions in WORKS by PCard Administration or Requesting Department Coordinator.

**4.5 PROCUREMENT REQUIREMENTS FOR QUOTES**

**4.5.0 Purchases under \$5000**

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

**4.5.1 Procurement Requirements for Purchases exceeding \$5,000:**

- (A) Requesting Department Directors are responsible for insuring that purchases:
  - (I) follow established procedures and guidelines including Vendor selection;
  - (II) are made at a fair and reasonable price;

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- (III) are not split among several transactions to avoid regular procurement procedures;
  - (IV) are not used for regularly occurring or scheduled needs (commodities or services) when the total value is projected to exceed \$10,000 during a one-year period; and
  - (V) supporting documentation is subject to retention in accordance with state requirements and any compliance audit by the Clerk of the Circuit Court.
- (B) The procurement method used for the purchase shall be documented in WORKS on the General Tab as:
- (I) **Competitive Quotations**  
Requesting Departments are responsible to obtain three quotations (written or oral). List on the General Tab of WORKS the Vendors contacted, the Vendor contact name (complete name), and the prices received (see example below).  
  
Smith Company, Joseph M. Smith, \$5,525.00  
  
Jones Company, Jean L. Jones, \$6,365.00  
  
Johnson Crafting, Lorien Johnson, \$7,200.00  
  
If it is not possible to obtain three quotations, Requesting Departments are responsible to document and justify the reason(s) on the General Tab of WORKS.
  - (II) **Sole Source**  
List on the General Tab of WORKS the Vendor name, the Vendor contact person (complete name), and price received (as above). Also, state why the purchase is a sole source by answering these questions:  
  
Why is this the only commodity or service that will meet your needs?  
  
Why is this the only Vendor that can provide the commodity or service?  
  
How has the price been determined to be fair and reasonable?
  - (III) **Emergency**

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List on the General Tab of WORKS the Vendor name, the Vendor contact person (complete name), and price received (as above). Also, state why the purchase is an emergency by answering these questions:

What is the nature of the emergency?

How was the Vendor chosen?

How was the price determined to be fair and reasonable?

Date and time of the event.

### (IV) State of Florida Term Contracts

Current state term contracts can be found on the State of Florida's website:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/state\\_contracts\\_agreements\\_and\\_price\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists)

List on the General Tab of WORKS the State of Florida Contract name, the assigned contract number, and the expiration date (see example below):

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

Written quotes should reference the State of Florida Contract number.

## 4.6 **PURCHASE AUTHORITY**

### 4.6.0 **Financial Disclosure**

Any Cardholder, Monitor or Purchaser given the authority to spend in excess of \$20K (regardless of whether they purchase or not) may be required to complete a Financial Disclosure Form. **This is a statutory requirement.**

### 4.6.1 **Minority and Small Business Enterprises**

Purchasers should give consideration to minority and small business enterprises ([see Appendix B, Administrative Order 06-08](#)).

### 4.6.2 **Commodities**

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

**4.6.3 Services**

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

**4.7 CARD ACCOUNT SECURITY**

**4.7.0 Card/Account Number**

- (A) The Cardholder, Purchaser and Monitor must take reasonable precautions to protect the card and the account number from loss or theft.
- (B) The Cardholder should not save or store their card account number and expiration date in web browser or vendor's web site (unless an approved store front site for County business only, i.e., Hewlett Packard).

**4.7.1 Lost or Stolen Cards, or Fraud**

- (A) Reporting Lost or Stolen Cards to the FIA Card Services

If a card is lost or stolen, the Cardholder or Monitor must immediately notify by calling FIA Card Services at (888) 449-2273.

- (B) Reporting Stolen Card Accounts to Law Enforcement Agency

The Cardholder or Monitor is required to report the stolen card to the appropriate local law enforcement agency. In unincorporated Hillsborough County, call the Sheriff at (813) 247-8200 or the City of Tampa, call (813)

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231-6130 and give details to the Emergency Complaint Writer. If a card is stolen within a municipality, call the police department of that municipality. The Cardholder or Monitor is required to obtain a Report Number from the law enforcement agency.

(C) Reporting fraudulent activity to the FIA Card Services

If a card account has fraudulent activity, the Cardholder, Monitor or Purchaser must immediately notify by calling FIA Card Services (877) 451-4602.

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

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

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

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

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

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

### **4.7.2 Termination or Transfer of Cardholder, Monitor or Purchaser**

(A) When a Cardholder ends employment, changes job status or transfers to another Department, the Requesting Department Director is responsible to ensure the card is collected and destroyed after completing a Change

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Request Form (see Exhibit 4, form 620). The form shall be e-mailed to [pcardadmin@hillsboroughcounty.org](mailto:pcardadmin@hillsboroughcounty.org).

- (B) If the Requesting Department Director is unable to collect the PCard when an employee is terminated, transferred or for any other reason, the Requesting Department Director must immediately notify PCard Administration who will ensure that the card account is canceled.
- (C) When a Monitor or Purchaser ends employment, changes job status or transfers to another Department, the Requesting Department Director must submit Change Request Form (see Exhibit 4, form 620). The form shall be e-mailed to [pcardadmin@hillsboroughcounty.org](mailto:pcardadmin@hillsboroughcounty.org).
- (D) Cardholders, Monitors and Purchasers are required to coordinate reconciliation of card account activity prior to transferring to another department or ending employment.
- (E) Business and Support Services - Procurement receives an e-mail notification from HRIS of terminated and transferred employees to match against open PCards.

### 4.7.3 Cardholders on Leave of Absence

When a Cardholder is on a leave of absence the Requesting Department Director is responsible to ensure PCard Administration is notified so the card's profile can be reduced for the duration of the leave. Notification shall be e-mailed to [pcardadmin@hillsboroughcounty.org](mailto:pcardadmin@hillsboroughcounty.org).

## 4.8 SUPPORTING DOCUMENTATION

### 4.8.0 Receipts or Invoices

- (A) All transactions should be supported by **original** detailed or itemized receipt or invoice listing what was purchased, unit cost, number of units purchased, total cost, vendor name, etc. and any other applicable back-up documentation. If clarification is required, contact County Finance.
  - (I) If not itemized, request the Vendor to itemize the receipt or invoice (i.e., what was purchased, unit cost, number of units purchased and total cost).
  - (II) If not detailed (i.e., only lists SKU numbers), handwrite the description of what was purchased next to the itemized listing.
- (B) Invoices and receipts that list the entire card account number and expiration date are to be adjusted so that only the last four digits of the card account number are listed. An appropriate adjustment would be to cross out or white out the numbers and expiration date.

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- (C) The Vendor name listed on invoices and receipts should match the posted transaction in WORKS, unless a third-party billing vendor processed the transaction.
- (D) International Transaction Fee transactions do not require documentation.
- (E) Requesting Departments are to maintain originals for a minimum of ninety (90) days unless County Finance requests them because the images are not readable.
- (F) Procedure when Invoice/Receipt Not Available:
  - (I) The Cardholder, Monitor or Purchaser shall submit a memorandum, approved by the Requesting Department Director, with a complete description of the purchase and state the reason the invoice or receipt is not available.
  - (II) County Finance may accept the representation and pay FIA Card Services. In that event, the Cardholder, Monitor or Purchaser must obtain and submit an electronic duplicate or copy of the proper documentation to County Finance within 30 days after the statement date or become liable to the County for the entire transaction amount.
  - (III) Additional time may be granted by County Finance if the Cardholder, Monitor or Purchaser demonstrates a good faith effort to obtain such proper documentation to the satisfaction of County Finance.

**4.8.1 Other**

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

**4.8.2 Prior Approval**

Prior approval in accordance with relevant Administrative Directives

**4.9 CYCLE AND WEEKLY SUBMISSION**

**4.9.0 Cycle**

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

**4.9.1 Weekly Submission**

- (A) Weekly electronic submission of PCard documentation is as follows:

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- (I) Due by Friday of each week unless the cycle end is a partial week.
- (II) If the cycle end is Monday through Thursday, the submission date is five (5) working days from the last day of the month (cycle end).
- (III) The remainder of the partial week can be submitted with the normal weekly schedule or included with the following weekly submission.
- (IV) Scanned files are to be named as advised by County Finance.

**4.10 RECONCILIATION**

**4.10.0 WORKS**

- (A) Tasks to Perform
  - (I) Designated Users will receive an e-mail as notification of “Tasks to Perform”, if applicable;
  - (II) Cardholders, Proxies and Approvers’: “Tasks to Perform” will be listed in the “Transactions Requiring Sign-off” queue in WORKS; and,
  - (III) County Finance: “Tasks to Perform” will be listed in the “Transactions Requiring Review” queue in WORKS.
- (B) Allocate and Sign Off Transactions in WORKS
  - (I) On the “General” tab for transactions in excess of \$5,000 (unless otherwise advised), add a comment to identify the procurement method (see Section 4.5.1.B).
  - (II) On the “Allocation” tab for each transaction:
    - (a) On the “Description: line, remove the default description (i.e., Home Depot – Purchase or Home Depot - Credit) and add:
      - (i) Invoice number (if applicable) and a proper description
      - (ii) Invoice number (if applicable) - name of attendee(s) - departure date of travel or if no travel involved, date of event - city /state / name of event for travel or training expenditure
      - (iii) Invoice number (if applicable) and for credits, refer to the original purchase amount and post date
    - (b) Choose the appropriate index code/subobject code for each line item. Card accounts may have a default index code populated in WORKS, in which case and if correct, only the subobject code would need to be selected;

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- (c) Update the Amount line (if applicable). This process will continue until the transaction is 100% allocated;
- (III) Click on the “Sign-off” button. Note: The transaction cannot be signed off until the transaction is fully allocated;
- (IV) The signed off transaction is routed to the Approver queue for card accounts designated within their Scope; and,
- (V) This process would continue until all posted transactions are signed off.

#### 4.10.1 Responsibilities

- (A) Cardholder, Monitor and Purchaser Responsibilities:
  - (I) Verify each transaction listed in “Task to Perform” e-mail is valid;
  - (II) Cardholder and Purchasers’ to sign each receipt or invoice (unless already signed),
  - (III) Monitor ensures that the employee who used the card account has signed each receipt or invoice (unless already signed),
  - (IV) Write HBC# on each receipt or invoice;
  - (V) Write the month and year the transaction posted;
  - (VI) Write a description of items purchased if not clearly identified;
  - (VII) Document procurement method as defined in Section 4.5.1; and,
  - (VIII) Provide documentation to Proxy within the time frame designated in the department’s internal control, transaction review and approval procedures (if applicable).
- (B) Cardholder or Proxy Responsibilities (WORKS first sign off):
  - (I) Receive documentation listed in 4.9.1.A. from card accounts within scope;
  - (II) Ensure that all invoices and receipts only list the last four digits of the card account number;
  - (III) Ensure that each receipt or invoice has been signed by the Cardholder, Purchaser or individual who utilized the Departmental Card, notated with the HBC# and the month and year of the transaction post; and submitted the appropriate supporting documentation;
  - (IV) In WORKS, allocate and sign off transaction(s) (see 4.9.0.B); and
  - (V) Correct and sign-off flagged transactions within twenty-four (24) hours of receipt of the “Task to Perform”.

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- (C) The Approver Responsibilities (WORKS second sign off):
  - (I) In WORKS, review all transactions to ensure all purchases were directly related to the mission of the Requesting Department and serves a public purpose; and,
  - (II) Sign off transaction(s).
- (D) Requesting Department Coordinator Responsibilities:
  - (I) Ensure all charges are signed off in WORKS by the Cardholder or Proxy and Approver;
  - (II) Ensure PCard documentation is submitted to County Finance with a cc to [pcardadmin@hillsboroughcounty.org](mailto:pcardadmin@hillsboroughcounty.org) or uploaded into OnBase in the designated time frame; and,
  - (III) If any purchase(s) are questioned as to appropriateness, report items to the Requesting Department Director before forwarding to County Finance.
- (E) Requesting Department Director Responsibilities:
  - (I) Ensure Cardholders, Proxies, Approvers and Requesting Department Coordinators adhere to the Reconciliation procedures as documented in this Section.
  - (II) When purchases are questioned, resolve the issue with the Cardholder. If the Requesting Department Director cannot be satisfied that the purchase was directly related to the mission of the Requesting Department and serves a public purpose, the Cardholder must either provide a credit memo proving the item(s) were returned for credit or a personal check for the full amount of the purchase. Checks made payable to the BOCC must be sent to County Finance with an explanation and a print out from WORKS showing the transaction allocation.
- (F) County Finance Responsibilities:
  - (I) Log into WORKS and sweep transactions (when applicable) to Close a transaction;
  - (II) Log into WORKS and close approved transactions;
  - (III) Ensure that the valid charges are paid timely upon receipt from the Requesting Departments;
  - (IV) Notify the Requesting Department Coordinator and PCard Administration when card account documentation is not received in the allotted time; and,

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- (V) Notify PCard Administration of unresolved disputed purchases, credits and billing errors.

#### **4.10.2 Disputed Charges**

- (A) If a transaction contains an error (i.e., overcharge, duplicate charge or order not received), the Cardholder, Monitor or Purchaser must first attempt to resolve the problem with the Vendor.
- (B) If the Vendor refuses or delays to correct the error, the purchase must be disputed as soon as possible but no later than the 11<sup>th</sup> of the month following the cycle end.
- (C) The Cardholder or Proxy will click on the “Dispute” button on the “General” tab in WORKS for the transaction and complete the requested information.
- (D) All disputed transactions must be documented on a Claims Statement of Disputed Item form (see Exhibit 5, form 635). Cardholder, Monitor or Purchaser shall fax to FIA Card Services and submit along with transaction documentation to County Finance.
- (E) Upon resolution of the dispute, the Cardholder or Proxy is to add comments to explain the resolution of dispute then allocate and sign off the transaction.

#### **4.10.3 Fraudulent Charges**

- (A) If a transaction posts that the Cardholder, Monitor or Purchaser did not authorize, FIA Card Services must be notified by calling (877) 451-4602.
- (B) FIA Card Services may require the Cardholder, Monitor or Purchaser to complete an Affidavit of Fraud.
- (C) It is essential that the time frames and documentation requirements established by the FIA Card Services be followed.
- (D) Upon resolution of the fraudulent charge, the Cardholder or Proxy is to add comments to explain the resolution then allocate and sign off the transaction.

#### **4.10.4 Outstanding Billing Issues**

- (A) Any outstanding billing issues unresolved that exceeds ten (10) working days from the statement date must be supported by a credit memo to identify that the issue will be resolved.
- (B) Such documentation is to be submitted to PCard Administration.

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- (C) If the issue is not resolved within ten (10) working days and no documentation is submitted to PCard Administration, the card account will be reduced to \$1.00 until the issue is resolved.
- (D) If the issue is not resolved within three (3) months of the statement date, actions to the Cardholder will be in accordance with Section 4.11.

**4.11 POLICY/PROCEDURE INFRACTIONS**

**4.11.0 Infractions of Policy/Procedure using the PCard**

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

- (A) A Cardholder's previous infractions are considered when determining the action.
- (B) PCard Administration reserves the right, dependant on the degree of the infraction, to impose any of the actions listed in Section 4.11.3 and 4.11.4 with the concurrence of the Director of Business and Support Services - Procurement.
- (C) PCard Administration has the authority to deactivate a card account until the completion of the review process.
- (D) PCard Administration may refer infractions to Government Services Administration for further investigation.
- (E) PCard Administration may report infractions to the Requesting Department's Chief Financial Administrator, Chief Administrative Officer or Deputy County Administrator and Human Resources Director.

**4.11.1 Procedures**

- (A) The cardholder is notified via e-mail from PCard Administration of a transaction(s) that is under review with a copy to the Requesting Department's Director, Approver, Proxy and Requesting Department Coordinator.
- (B) Cardholders providing additional information for consideration should respond within five (5) working days; otherwise, any additional information provided may not be taken into consideration.
  - (I) After five (5) working days, PCard Administration will either:

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- (a) Complete an Infraction Report and distribute via e-mail to the individuals as listed in 4.11.1 (A); or,
  - (b) Respond to the notification e-mail that the information provided clarifies the situation surrounding the transaction(s) and the review has ended.
- (C) Cardholders that do not comply with the actions documented in the Infraction Report are subject to further actions as listed in Section 4.11.3 and 4.11.4 as determined by PCard Administration with the concurrence of the Director of Business and Support Services - Procurement.
- (D) Infraction Reports are uploaded into OnBase and tracked in the Purchasing Card Account Management System (PAMS) used by PCard Administration.

**4.11.2 Action Types Defined:**

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

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

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

**4.11.4 Additionally, the Cardholder may be required to:**

- (A) Obtain a credit from the vendor

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

**4.11.5 Actions by Infraction Types**

Infraction Types:		Action:	
a	A billing issue unresolved within three (3) months of the posted transaction cycle end		Warning
b	Purchase should have been on BPO		Warning
c	Used PCard to pay outstanding invoice. An outstanding invoice is defined as one dated three (3) or more months prior to PCard transaction date.		Warning
d	No procurement method documented in Works on the General Tab (purchases in excess of \$5K)		Warning
e	Declined transaction based on an attempted personal purchase		Warning
f	No notification to PCard Administration within one (1) working day of discovering a card account has been lost or stolen or after discovering fraudulent activity		Warning
g	Transaction processed through another vendor's merchant account (excluding 3rd party billing vendors, i.e., Pay Pal)		Warning and vendor credit
h	Credit card fee / surcharge or third party billing vendor fee (i.e., Pay Pal)		Warning and vendor credit or reimbursement
i	A 3rd warning for any infraction		Six (6) month suspension and refresher training
j	A 4th warning for any infraction		Cancel
k	Personal purchase if credit is processed or reimbursement is submitted within two (2) working day of purchase date. Cardholder will provide a copy of the credit memo or reimbursement receipt to PCard Administration.	1st	Three (3) month suspension and refresher training
		2nd	Six (6) month suspension and refresher training
		3rd	Cancel
l	Personal purchase not resolved (as stated	1st	Six (6) month

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	above) within two (2) working days of purchase date		suspension, credit or reimbursement and refresher training
		2nd	Cancel
m	Use of PCard by a person other than the person whose name is embossed on the card	1st	Three (3) month suspension and refresher training
		2nd	Six (6) month suspension and refresher training
		3rd	Cancel
n	Split purchase. A split purchase is defined as one that is split into two or more transactions either by one or more Cardholders to stay within the single purchase or Cardholder limit.	1st	Six (6) month suspension and refresher training
		2nd	Cancel
o	Unauthorized purchase. An unauthorized purchase is defined as one that does not relate to the mission of the Requesting Department or serve a public purpose.	1st	30 day suspension, credit or reimbursement.
		2nd	Three (3) month suspension, credit or reimbursement and refresher training
		3rd	Six (6) month suspension, credit or reimbursement and refresher training
		4th	Cancel
p	Card account reported lost/solen for the third time.		Cancel
q	Personal expenses charged in connection with lodging accommodations not settled within ten (10) working days following completion of travel (as stated in AD-09)	1st	Three (3) month suspension, credit or reimbursement and refresher training
		2nd	Six (6) month suspension, credit or reimbursement and refresher training
		3rd	Cancel
r	Any infraction subsequent to card account issued with an approved Reconsideration Request		Revoke

**CHAPTER 4**  
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s	Other		Dependant on the degree of the infraction
---	-------	--	---

**4.11.6 Appeal**

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

**4.11.7 Card Reconsideration Request**

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

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- (g) If the Card Reconsideration request is approved and a subsequent infraction occurs, the card will be revoked.

**4.12 DECLARED EMERGENCY PROGRAM (PROGRAM)**

**4.12.0 Procedures**

- (A) A PCard may be set up and activated only when needed under the Program. When not in use, the card account would carry a \$1.00 credit limit.
- (B) The PCard may be used in accordance with Administrative Directive #AD-23, which provides for the purchase of food items during declared emergencies.
- (C) Requesting Departments requesting activation under the Program to support a local event must provide documentation from the Hillsborough County Emergency Operations Center (EOC) and Requesting Department's Chief Financial Administrator, Chief Administrative Officer or Deputy County Administrator approval to Business and Support Services - Procurement.
- (D) To conform to FEMA requirements, Cardholders shall indicate on transaction documentation the purpose of the purchase and location of its use.
- (E) Any employee traveling outside Hillsborough County under a declared emergency shall submit a completed Pre-Trip Authorization and Reimbursement Request form to County Finance.
- (F) Subsequent to activation, **any** emergency Cardholder given the authority to spend in excess of \$20K (regardless of whether they purchase or not) may be required to complete a Financial Disclosure Form within 60 days after the authority end. **This is a statutory requirement.**

**4.12.1 Program Activation and Deactivation**

- (A) The Program will be activated after a local state of emergency is declared by the Executive Policy Group.
- (B) The Program will remain activated until such time as Business and Support Services - Procurement is notified by the Executive Policy Group that the declared emergency has expired.
- (C) Business and Support Services - Procurement will notify Requesting Department Directors and Requesting Department Coordinators to advise that the Program is being activated and deactivated.

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- (D) To activate a PCard for deployment, a State Mission number obtained from Emergency Management along with a Requesting Department's Chief Financial Administrator, Chief Administrative Officer or Deputy County Administrator approval and a list of cardholder's names must be provided to Business and Support Services - Procurement.
- (E) Upon Requesting Department Director request, a cardholder's emergency profile will be extended until the current cycle end.

**4.13 SALES TAXES**

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

**4.14 INSURANCE REQUIREMENTS FOR LEASE OR RENTAL OF EQUIPMENT**

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

**4.15 VISA LIABILITY WAIVER PROGRAM**

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

**4.15.0 Program Overview**

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

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

**4.15.1 Program Exclusions**

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**PURCHASING CARD PROCEDURES**

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- (A) Charges incurred by the Cardholder after Notification of Termination unless FIA Card Services receives a request from the County to cancel the card account within two (2) business days of Notification of Termination. If cancellation of the card account is received by FIA Card Services within two (2) business days, then coverage will be afforded fourteen (14) days from Notification of Termination, but not beyond.
- (B) Charges incurred by the Cardholder more than fourteen (14) days after Notification of Termination or billed earlier than seventy-five (75) days prior to Notification of Termination.

**4.15.2 Obligations of the County**

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

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

# CHAPTER 4 PURCHASING CARD PROCEDURES

## EXHIBIT 1: 610 NEW REQUEST

### PURCHASING CARD PROGRAM NEW REQUEST

1. New Card  2a. Formal Name: \_\_\_\_\_  
(No Nickname)

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

2f. Department: \_\_\_\_\_ 2g. Default Index Code: \_\_\_\_\_

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

2j. MCCG:  2k. Travel Coordinator:  2l. Fuel Procurement:  If , attach completed and approved Authorization for Commercial Fuel Procurement  
(describes types of purchases on Card)

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

3. Proxy  a. New Card List Name(s): \_\_\_\_\_ If Proxy is not currently in Works, also complete separate PCard Program New Request form to add Proxy.  Current Proxy  
 b. New Proxy Proxy for: \_\_\_\_\_  Dept PCards

4. Approver  a. New Card List Name(s): \_\_\_\_\_ If Approver is not currently in Works, also complete separate PCard Program New Request form to add Approver.  Current Approver  
 b. New Approver Group Name or Cardholder: \_\_\_\_\_  Dept PCards

5a.  Title: \_\_\_\_\_  
Purchaser (Term / Declining): \_\_\_\_\_ HBC No. \_\_\_\_\_  
Purchaser (Term / Declining): \_\_\_\_\_ HBC No. \_\_\_\_\_

5b. Approve Purchase Request: \_\_\_\_\_ HBC No. \_\_\_\_\_  
(Declining Balance Card only)

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

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

7. Director or Designee (Print)	Director or Designee Signature	Date
TO BE COMPLETED BY PURCHASING CARD ADMINISTRATION		
<b>Signature</b>		<b>Date</b>
HBC No.:	Request Date:	Received Date:
Card #:	Exp. Date:	Training Date:

Reconsideration Request Violation History:

Approve  Deny  ACA Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CHAPTER 4  
PURCHASING CARD PROCEDURES**

**EXHIBIT 2: 620 CHANGE REQUEST**

**PURCHASING CARD PROGRAM CHANGE REQUEST**

1. Name: \_\_\_\_\_

2. Department: \_\_\_\_\_

3. **Roles:**

Remove \_\_\_\_\_ 3a. Department Coordinator \_\_\_\_\_

Remove \_\_\_\_\_ 3b. Proxy \_\_\_\_\_ For whom: \_\_\_\_\_

Remove \_\_\_\_\_ 3c. Departmental Card Monitor \_\_\_\_\_ Card Name: \_\_\_\_\_

Remove \_\_\_\_\_ 3d. Term Account Purchaser \_\_\_\_\_ Account Name: \_\_\_\_\_

Remove \_\_\_\_\_ 3e. Declining Balance Card Purchaser \_\_\_\_\_ Card Name: \_\_\_\_\_

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

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

3i. Routine Usage: \_\_\_\_\_ 3j. MCCG: OPERSUPPL 3k. Default Index Code: \_\_\_\_\_  
(list limits in 4j)

4. **Card:**

4a. Cancel Purchasing Card \_\_\_\_\_ 4b. Last 4 digits of Card \_\_\_\_\_

4c. Reason: \_\_\_\_\_  4d. Card Destroyed  4e. No Card – Term Account or Declining Balance

4f. Change Card Legal Name / Email Address Name: \_\_\_\_\_ Email: \_\_\_\_\_ @

4g. Reason: \_\_\_\_\_

4h. Replacement Card

4i. Reason: \_\_\_\_\_

4j. Change Limits

Decrease _____ Single Transaction Limit From: _____ To: _____	Decrease _____ Cycle Limit / Purchase Request <small>(Declining Balance Card only)</small> From: _____ To: _____	To be completed by Purchasing Card Admin <hr/> Official Signature <hr/> Date
---	---	--

4k. Reason: \_\_\_\_\_

5. Director or Designee (Print) \_\_\_\_\_ Director or Designee Signature \_\_\_\_\_ Date \_\_\_\_\_

TO BE COMPLETED BY PURCHASING CARD ADMINISTRATION			
HBC No:			
PAMS	By:	Date:	<input type="checkbox"/> N/A
WORKS User	By:	Date:	<input type="checkbox"/> N/A
WORKS Card Program	By:	Date:	<input type="checkbox"/> N/A

620\_PCard Program Change Request  
REV: 03/15/11

**CHAPTER 4**  
**PURCHASING CARD PROCEDURES**

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**EXHIBIT 3: 625 STANDARD PURCHASING CARD AGREEMENT**

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**HILLSBOROUGH COUNTY PURCHASING CARD PROGRAM**

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

- 1) I understand Authority is being granted under Hillsborough County Administrative Directive #AD-06 – Signature Authorization and Delegation of Authority.
- 2) I understand that I am being entrusted with a powerful and valuable tool and will be making financial commitments on behalf of Hillsborough County and will strive to obtain the best value for the County.
- 3) I understand that under no circumstances will I use the Purchasing Card to make personal purchases, either for others or myself. Willful intent to use the Purchasing Card for personal gain or unauthorized use may result in disciplinary actions up to and including termination of employment and prosecution to the extent permitted by law. Further, I will immediately reimburse the County for the full amount of the unauthorized purchase. If immediate payment is not received, I hereby authorize the County to deduct the amount of the unauthorized purchase from my paycheck via payroll deduction under a reasonable payment plan. I understand that the County shall determine in its sole discretion the reasonableness of the amount of the installment under the payment plan. Also, in the event of my separation from employment for any reason, any remaining amount owed to the County due to an unauthorized purchase shall be come immediately due and payable by me and may be deducted from my final paycheck or other money which may otherwise be due and owing to me.
- 4) I will follow the established Purchasing Card Procedures and:
  - 4.1) Administrative Directive #PI-01 for Tangible Personal Property;
  - 4.2) Administrative Directive #AD-09 for Travel on Hillsborough County business;
  - 4.3) Administrative Directive #FM-03 for Vehicle Fuel (as appropriate);
  - 4.4) Administrative Directive #IT-01 for Automation and Telecommunications;
  - 4.5) Administrative Directive #MS-12 for Receipt of Promotional Gifts/Gift Cards;
  - 4.6) Administrative Directive #AD-22 for Public Awareness, Awards & Sponsorship Activities.
- 5) I have been advised where to locate the Purchasing Card Procedures and I attended training on \_\_\_\_\_ and understand the Purchasing Card Program. I have been given an opportunity to ask any questions to clarify my understanding of the Purchasing Card Program.
- 6) I agree to review and reconcile transactions promptly and will maintain all applicable information and receipts.
- 7) If my Purchasing Card is stolen, I will immediately report the stolen card to local law enforcement. If my Purchasing Card is lost or stolen, I will immediately notify Hillsborough County Purchasing Card Administrator and complete the necessary forms for Bank of America.
- 8) If I have questions or doubt regarding a purchase or Hillsborough County sales tax exemption, I will contact my department coordinator or the Department of Procurement Services before completing the transaction.

-----  
Cardholder Name (Print)

-----  
Procurement Services Official (Print)

-----  
Cardholder Signature

-----  
Procurement Services Signature

-----  
Department

-----  
Date

-----  
Date

**CHAPTER 4  
PURCHASING CARD PROCEDURES**

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**EXHIBIT 4: 630 TRAVEL ADDENDUM AGREEMENT**

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**HILLSBOROUGH COUNTY PURCHASING CARD PROGRAM**

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

**TRAVEL ADDENDUM**

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

-----  
Cardholder Name (Print)

-----  
Procurement Services Official (Print)

-----  
Cardholder Signature

-----  
Procurement Services Official Signature

-----  
Department

-----  
Date

-----  
Date

**CHAPTER 4**  
**PURCHASING CARD PROCEDURES**

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**EXHIBIT 5: 635 CLAIMS STATEMENT OF DISPUTED ITEM**

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**PURCHASING CARD PROGRAM**  
**CLAIMS STATEMENT OF DISPUTED ITEM**

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

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

Company Name: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Cardholder Name: \_\_\_\_\_

This Charge appeared on my statement, billing close date: \_\_\_\_\_  
Transaction Date: \_\_\_\_\_  
Reference Number: \_\_\_\_\_  
Merchant Name/Location: \_\_\_\_\_  
Posted Amount: \_\_\_\_\_ Disputed Amount: \_\_\_\_\_

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

---

**Please Check Only One**

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

**CHAPTER 4  
PURCHASING CARD PROCEDURES**

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**EXHIBIT 6: 670 TEMPORARY TRAVEL ENHANCEMENT REQUEST**

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**PURCHASING CARD PROGRAM  
TEMPORARY TRAVEL ENHANCEMENT REQUEST FORM**

Cardholder Name: \_\_\_\_\_

Department: \_\_\_\_\_

Trip Begin Date: \_\_\_\_\_

Trip End Date: \_\_\_\_\_

- Enhancement Requested:  
(Please Check)
- Add Hotel Privilege
  - Add Fuel Privilege
  - Add Baggage Privilege
  - Add Shuttle, Car Rental and/or Taxi Privilege
  - Add Parking Privilege
- Increase Single Transaction Limit to \$ \_\_\_\_\_

Travel Coordinator Approval: \_\_\_\_\_  
Signature Date

**APPROVED PRE-TRAVEL AUTHORIZATION FORM MUST BE  
ATTACHED WITH THIS FORM**

TO BE COMPLETED BY PROCUREMENT SERVICES		
Enhancement Added	By:	Date:
Enhancement Removed	By:	Date:

**CHAPTER 4**  
**PURCHASING CARD PROCEDURES**

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**EXHIBIT 7: GLOSSARY**

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**Allocated Transaction**

A transaction that is identified by a description and appropriate index/subobject codes.

**Approver**

An employee who approves cardholder transactions in accordance with Administrative Directive #AD-06, Signature Authorization and Delegation of Authority.

**Cardholder**

A person issued a purchasing card to make purchases.

**Closed Transaction**

A transaction that has been approved by County Finance.

**Cycle**

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

**Cycle End**

The last day of the month.

**Declining Balance Account**

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

**Department Coordinator**

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

**Departmental Card**

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

**Departmental Card Monitor**

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

**Flagged Transaction**

A transaction that has been identified to have an issue. By flagging the transaction, County Finance or the Approver alerts the cardholder an issue needs action.

**MCC - Merchant Category Code**

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

## CHAPTER 4

### PURCHASING CARD PROCEDURES

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#### **MCCG - Merchant Category Code Group**

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

#### **Cycle Limit**

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

#### **Payment Due Date**

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

#### **Posted Transaction**

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

#### **Proxy**

A person familiar with index/subobject codes who is responsible for allocating and signing off transaction(s) in WORKS originated from a cardholder within their scope.

#### **Single Transaction Limit**

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

#### **Scope**

A term used to refer to a cardholder(s) in a group.

#### **Sweep Transaction**

Moving a transaction to a queue in WORKS so County Finance can allocate and close in the event a cardholder or proxy is not available.

#### **SKU (Stock Keeping Unit)**

A number used by Vendors to identify a product.

#### **State Mission Number**

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

#### **Statement Date**

The last date of each month.

#### **Summary of Changes**

An email received by appropriate users listing changes that were made in WORKS the previous day for individuals within their scope.

## **CHAPTER 4**

### **PURCHASING CARD PROCEDURES**

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#### **Tasks to Perform**

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

#### **Term Account**

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

#### **User**

A term used to refer to a Cardholder, Proxy, Department Coordinator, or County Finance in WORKS.

## CHAPTER 5

### PROTEST PROCEDURES

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#### 5.0 INTRODUCTION

Hillsborough County seeks to provide all Bidders with a fair process to resolve disputes between the Bidder and the County. This process places certain responsibilities upon the Bidder and the County and is intended to result in an administrative resolution to problems which is consistent with the County's Procurement Policy and Procedures, the principles of sound public purchasing, and the best interests of Hillsborough County.

#### 5.1 DEFINITIONS

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

#### 5.2 PROCEDURES FOR FORMAL BIDS/PROPOSALS

##### (A) Standard Procedure

- (I) In the event a Bidder is determined to be nonresponsive or nonresponsible, Business and Support Services - Procurement will notify the Bidder in writing except as noted below. The notice will be sent to the Bidder via facsimile with the original sent by U.S. mail. This procedure shall not apply to Bidders who specifically state deviations in their Bid/Proposal.
- (II) If the Bidder wishes to object, it must do so no later than five (5) working days from the receipt of the facsimile notice by sending a letter to the Director of Business and Support Services - Procurement that includes all pertinent documents and information necessary to support the Bidder's position.
- (III) If the Bidder objects within the five (5) working day period, the appropriate staff will review the objection and provide a recommendation to the Director of Business and Support Services - Procurement.
- (IV) If the Director of Business and Support Services - Procurement concurs with the Bidder, the Bidder will be notified, and the process will be concluded.
- (V) If the Director of Business and Support Services - Procurement does not concur with the Bidder, the Bidder will be notified in writing of the decision and that it may appeal to the County Administrator. The notice will be sent to the Bidder via facsimile with the original sent by U.S. mail.

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- (VI) If the Bidder wishes to appeal to the County Administrator, it must do so no later than five (5) working days from the receipt of the facsimile notice by the Director of Business and Support Services - Procurement, by sending a letter to the Director of Business and Support Services - Procurement requesting that the appeal be forwarded to the County Administrator. The letter must include all pertinent documents, information, and evidence necessary to support the Bidder's position.
  - (VII) If the Bidder appeals within the five (5) working day period, the appropriate staff will review the appeal, and the Director of Business and Support Services - Procurement will provide information for review by the County Administrator.
  - (VIII) If the County Administrator concurs with the Bidder, the Bidder will be notified, and the appeal process will be concluded.
  - (IX) If the County Administrator does not concur with the Bidder, the Bidder will be notified in writing of the County's intent to proceed and advising when an award recommendation will be made. The County Administrator's response will constitute the Bidder's final administrative action with regard to its appeal.
  - (X) The Bidder may make an appeal to the Board and shall notify the Director of Business and Support Services - Procurement if the Bidder intends to appeal to the Board.
  - (XI) The decision of the Board is final.
  - (XII) In the event a Bidder has an objection other than to the County's finding of its nonresponsiveness or nonresponsibility, it shall submit its objection in writing to the Director of Business and Support Services - Procurement stating the reason for the objection and the relief sought. The letter must include all pertinent documents, information, and evidence necessary to support the objection. Upon receipt of the objection, steps (IV) through (XI) above will apply to handling of the objection.
- (B) Expedited Procedure

The Director of Business and Support Services - Procurement may waive any or all of the administrative steps in this procedure under extenuating circumstances as determined by the Director of Business and Support Services - Procurement.

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(C) Waiver

If a Bidder fails to object or respond at any point in the process, that Bidder waives its rights to appeal. Objections or responses received after the five (5) day time period will not be considered.

(D) Deferral of Award

The Director of Business and Support Services - Procurement has the authority to determine whether or not a recommendation will be deferred pending the outcome of a protest.

**5.3 PROCEDURES FOR INFORMAL BIDS/PROPOSALS**

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

## CHAPTER 6

### CONTRACT ADMINISTRATION

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#### 6.0 INTRODUCTION

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

#### 6.1 DEFINITIONS

##### 6.1.0 **Contracts**

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

##### 6.1.1 **Hillsborough County Contracts**

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

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

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

**6.1.2 Changes to Existing Contracts**

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

(A) Changes to Purchase Orders

- (I) Changes to Purchase Orders are made via “Change Orders.”
- (II) A “Unilateral Change Order” as used on Purchasing Agenda Items refers to the standard clause in Bids/Proposals that allows the County through the Director of Business and Support Services - Procurement to increase the Purchase Order by up to \$25,000.
- (III) See Section 6.6.

(B) Changes to Agreements

- (I) A “Unilateral Change Order” as used on Purchasing Agenda Items refers to the standard clause in Agreements that allows the County through the Director of Business and Support Services - Procurement to increase the Purchase Order by up to \$25,000.
- (II) Other changes to Agreements must be made by a document executed by both the County and the Contractor (bilateral) which is called a “Modification” (or “change order” in construction documents). Except as noted below for Allowance Authorization Releases (AARs) and in Board Policy 03.05.01.00 ([see Appendix V, Board Policy 03.05.01.00 Change Orders \(Construction/CCNA\)](#)), Modifications must be signed by the Board Chair (see Section 6.6).
- (III) “Allowance Authorization Release” or “AAR” is a modification to a Construction Agreement. The Board has delegated the authorization and execution of AARs to the County Administrator (see Section 6.6.2).

**6.1.3 Contractor**

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

**6.2 INITIATION OF PROCUREMENT PROCESS**

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

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

**6.2.1 Role of County Attorney's Office**

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

**6.3 NOTICE OF AWARD**

**6.3.0 Awards Requiring Agreements**

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

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

**6.3.1 When no Agreement is required**

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

**6.4 RECEIPT AND PAYMENT PROCESS FOR COMMODITIES AND SERVICES**

**6.4.0 Requesting Department's Responsibilities**

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

- (A) Delivery and Inspection

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- (I) When an order is delivered, the Requesting Department should check the delivery slip to verify delivery address, Purchase Order number and quantities delivered against the Purchase Order.
  - (II) The Requesting Department should open and inspect the order. If there are damaged items, the Requesting Department should notify the Bidder and refuse the damaged items.
  - (III) If all information is correct on the delivery slip, and all items received appear to be undamaged, the Requesting Department may sign the delivery slip and accept the order. If there is a discrepancy on the delivery slip or items being delivered, the Requesting Department may refuse the order.
  - (IV) When signing for receipt of commodities or services, always be sure that the invoice, delivery receipt, service request, etc., lists only those commodities or services received.
  - (V) Never sign a blank invoice, delivery receipt, or service request. If blank spaces appear on the invoice, Requesting Department should line through or X-out those areas before signing.
  - (VI) The Requesting Department must retain a copy of any documents signed.
  - (VII) After accepting delivery of the order, inspect all items carefully. If there are any missing or damaged items, contact the Bidder immediately. If the Bidder does not satisfactorily complete the order (shipment of missing items, replacement of defective items, etc.), contact Business and Support Services - Procurement for assistance with the resolution.
- (B) Payment Process
- (I) Payment must be made in accordance with the Purchase Order and/or Agreement.
  - (II) To ensure payment will be made in accordance with the Prompt Payment Act (see Chapter 218.70 Florida Statutes), the Requesting Department will initiate an ADPICS receiver within ten (10) calendar days from receipt of proper invoice and submit both the receiver and proper invoice to County Finance.
  - (III) **DO NOT AUTHORIZE PAYMENT ON ANY ITEMS UNTIL YOU HAVE RECEIVED THOSE ITEMS AND DETERMINED THAT THEY MEET THE REQUIREMENTS OF THE PURCHASE ORDER.**
  - (IV) Services received must also be verified to ensure that performance is completed and in the manner specified in the order.

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(V) Forward any additional documentation to County Finance. The Requesting Department SHOULD keep a copy of the invoice, packing slip, etc.

(VI) The Requesting Department matches the Receiver (“RC”) to the Bidder invoice, prints a copy of the RC, and forwards them to County Finance to make payment to the Bidder.

(C) Back Orders and Partial Payment

(I) A back order occurs when the Bidder is unable to ship a complete order and ships a portion of the order, with the remaining items to be shipped at a later date.

(II) Upon receiving a delivery with back ordered items, the Requesting Department should authorize payment for only those items received. This is done by completing an RC only for those items received.

(III) Do not wait on the remainder of the order prior to processing a RC. If commodities or services have been received, payment must be made unless the Purchase Order and/or Agreement specifically requires complete delivery prior to payment.

(IV) After receipt of the back ordered item, complete another RC noting "FINAL" in the notepad of the RC and print a copy, mark it as final and forward them to County Finance to make payment to the Bidder.

(D) Payment for Services and Construction

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

(E) Follow-up Process

(I) The procurement process is not complete until satisfactory delivery of all commodities and services has been made.

(II) The Requesting Departments should keep track of all outstanding Purchase Orders and Agreements to ensure proper receipt of commodities and services.

(III) The Requesting Department should advise Business and Support Services - Procurement of any situation where Bidders are not performing according to the Purchase Order and/or Agreement.

(IV) The Requesting Department should cancel obsolete Purchase Orders and balances at least semi-annually.

**6.5 EXPEDITING PROCESS**

(A) If the Requesting Department requires a delivery time earlier than the previously agreed upon delivery time, the Requesting Department should

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document its request in writing to Business and Support Services - Procurement.

- (B) Business and Support Services - Procurement will contact the Bidder and determine if the Bidder is able to accommodate the request and what, if any, additional costs may be associated with the change in delivery schedule.
- (C) If mutually agreeable to the Requesting Department and the Bidder, Business and Support Services - Procurement will issue a change order to the Bidder, in accordance with the change order procedures, authorizing the Bidder to make the earlier delivery and providing for any additional cost.

**6.6 CHANGES TO AWARDS**

**6.6.0 Changes to Purchase Orders**

- (A) Authorization Levels

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

- (I) Department Directors have the authority to approve changes to DPOs, the cumulative total of which shall not exceed \$10,000.
- (II) The Director of Business and Support Services - Procurement has the authority to approve changes, the cumulative total of which shall not exceed \$25,000.
- (III) The County Administration has the authority to approve changes, the cumulative total of which shall not exceed \$100,000.
- (IV) The Board must approve changes exceeding \$100,000, unless otherwise delegated.

For example, if a Requesting Department sought to increase an award from \$85,000 to \$115,000, the change order would have to be placed on the agenda for Board approval by Business and Support Services - Procurement because the cumulative total exceeds the \$100,000 authority of the County Administrator.

- (B) Changes to Departmental Purchase Orders (DPOs):
  - (I) If a change is needed to a DPO, the requesting department initiates an Advice of Change (AOC) in ADPICS stating the change to be made and the reason for the change and makes the appropriate change(s) to the DPO. The revised DPO may not exceed the DPO limit. These changes do not require approval by Business and Support Services - Procurement.

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- (II) All changes to a DPO require that a “Summary of Changes” be included in the “000” terms to notify the Bidder of the change to the DPO.
- (C) Changes to BPO Release Purchase Orders:
  - (I) If a change is needed to a Release Purchase Order, the Requesting Department initiates an AOC in ADPICS stating the change to be made and the reason for the change and makes the appropriate change to the Release Purchase Order. These changes do not require approval by Business and Support Services - Procurement.
  - (II) All changes to a Release PO require that a “Summary of Changes” be included in the terms to notify the Bidder of the change to the Release PO.
  - (III) If the Release PO is for a Work Order, the Work Order Number and Revision Number need to be included in the AOC and Summary of Changes.
  - (IV) These documents are routed through Business and Support Services - Procurement for posting and printing purposes only. The Requesting Department is responsible for ensuring the appropriateness of the change.
- (D) Changes to Purchase Orders and Blanket Purchase Orders (BPOs) Issued by Business and Support Services - Procurement:
  - (I) If a change to a Purchase Order becomes necessary, the Requesting Department must advise Business and Support Services - Procurement in writing of the circumstances requiring a change and provide supporting documentation, approved by the appropriate level of authority within the Requesting Department.
  - (II) Upon a satisfactory review for consistency with contract terms, competitive procurement requirements and any other relevant issues, Business and Support Services - Procurement obtains approval from the proper approving authority.
  - (III) Once the change is approved, the appropriate ADPICS change order processing must be initiated as follows:
    - (a) For a Blanket Purchase Order (BPO), Business and Support Services - Procurement initiates the AOC in ADPICS.
    - (b) For a Purchase Order (PO), the Requesting Department initiates the AOC in ADPICS.
  - (IV) Business and Support Services - Procurement mails a copy of the changed PO/BPO to the Bidder.

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**6.6.1 Changes to Agreements - Modifications**

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

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

- (A) Purpose

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- (I) The County includes allowance provisions in construction Agreements to handle unforeseeable minor changes that may be needed during the course of a project.
  - (II) The County Administrator shall have the authority to approve AAR's not exceeding \$200,000 or 10% of the total dollar value of the Agreement, whichever is less, for the performance of allowance work.
  - (III) The County Administrator shall have the authority to approve AAR's not exceeding a total time allowance of sixty (60) days or twenty percent (20%) of the time specified in the Agreement for final completion of the project, whichever is less, for performance of allowance work.
  - (IV) Any proposed allowance work that will exceed the established dollar or time limits must have prior Board approval.
- (B) Procedures
- (I) All allowance work shall be performed in full compliance with all requirements of the Agreement.
  - (II) The County Administrator may delegate the administration of the allowance work provision to the Requesting Department Directors.
  - (III) The County determines the need to perform certain types of allowance work and requests a proposal from the Bidder.
  - (IV) The Bidder must submit a detailed proposal outlining the work to be performed, time schedule and pricing within five (5) working days, unless otherwise extended by the Requesting Department.
  - (V) The Bidder shall prepare its price for the proposed allowance work in accordance with the pricing procedures established for change orders within the Agreement.
  - (VI) The Bidder should be entitled to sufficient time to perform the allowance work but only for the number of days approved by the County.
  - (VII) The County may adjust any Agreement milestone dates affected by the allocation of time for allowance work.
  - (VIII) The County must pre-approve all charges and time for allowance work in writing, in the form of an AAR.
  - (IX) The AAR shall describe in detail the allowance work to be performed, the price and time, if any, allocated for the work.
  - (X) The Requesting Department Director must sign the AAR.
  - (XI) The Bidder shall not be authorized to perform any allowance work without an approved AAR.

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- (XII) If the County and the Bidder agree on the price for proposed allowance work but cannot agree on the amount of time for such work, or vice-versa, then the item agreed upon shall be stated in the AAR, with the remaining issue to be addressed by further negotiations in the change order process.
- (XIII) The allowance work remaining at project completion shall be deducted from the Agreement price and time by an approved change order.

**6.6.3 Changes to Price**

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

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

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

- (III) In no event shall the escalation exceed six (6%) percent in any year.

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

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

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**6.6.4 Changes of the Bidder**

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

**6.7 PERFORMANCE MONITORING**

**6.7.0 Contract Manager/Project Manager's Responsibility**

The Contract Manager/Project Manager will:

- (A) Monitor the Purchase Order or Agreement to ensure that the Bidder complies with the terms and conditions of the Bid/Proposal, Purchase Order or Agreement;
- (B) Ensure that any proposed modification or change order is market and price competitive and does not materially change the original scope of work;
- (C) On CCNA project(s), complete CAPES evaluations on time (online);
- (D) Report any Bidder performance deficiencies to Business and Support Services - Procurement; and,
- (E) In case of a default or breach, take appropriate action in coordination with Business and Support Services - Procurement and the County Attorney's Office, including written notification to Bidder of the default or breach,

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evaluation of possible curative action on the part of the Bidder, action to be taken regarding seeking payment or performance through the bonding company if the project is bonded, and debarment of Bidder.

**6.7.1 Business and Support Services - Procurement**

Upon request, Business and Support Services - Procurement will assist the Requesting Department to:

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

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

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

**6.8 WORK ORDER CONTRACTS**

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

**6.9 RENEWALS**

- (A) In order to renew a contract, the Requesting Department must provide the following information to Business and Support Services - Procurement at least 45 calendar days prior to expiration of the contract ([see Appendix Q, Expiration Notice](#)):
  - (I) A statement as to whether the Contractor's performance has been satisfactory;

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- (II) A statement that the current pricing has been reviewed to determine whether it remains fair and reasonable and with documentation to support the conclusion;
  - (III) Verification that the insurance is current as coordinated with the Risk Management Division;
  - (IV) Verification that all applicable licenses including occupational licenses are current;
  - (V) Memorandum from Economic Development approving the renewal (construction projects only); and
  - (VI) An RQ is not required for a renewal of a contract BPO.
- (B) If the Requesting Department does not recommend renewal, the Department should contact its Procurement Analyst to schedule a planning meeting and indicate the reasons for this request by separate memorandum.

**6.10 CANCELLATION OR TERMINATION OF PURCHASE ORDERS AND AGREEMENTS**

**6.10.0 Cancellation of Release Purchase Orders or DPO's**

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

**6.10.1 Cancellation of Purchase Orders**

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

**6.10.2 Cancellation of Solicitation**

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

**6.10.3 Termination of Agreements**

- (A) When a Requesting Department determines the need to terminate an Agreement, it must consult with its attorney and Business and Support Services - Procurement.
- (B) The Requesting Department should document problems as the problems occur. This documentation is essential.

**CHAPTER 6**  
**CONTRACT ADMINISTRATION**

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- (C) The termination must occur in accordance with any procedures stated in the Agreement, including any cure notices.
- (D) The Requesting Department, Business and Support Services - Procurement, and County Attorney's Office work in concert to accomplish the termination.
- (E) Agreements awarded by the Board must be terminated by the Board.

## CHAPTER 7

### AFTER-THE-FACT PURCHASES

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#### 7.0 **INTRODUCTION**

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

#### 7.1 **PROCEDURES**

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

**CHAPTER 7**  
**AFTER-THE-FACT PURCHASES**

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- (IV) Actions taken by the Department to preclude recurrence of the after-the-fact purchase.
- (H) After-the-fact purchases not exceeding \$10,000 shall be documented as stated above in (G) and approved by the Department Director.
- (I) After-the-fact purchases exceeding \$10,000 shall be documented as stated above in (G) and submitted to Business and Support Services - Procurement who will obtain approval from the Assistant County Administrator and BOCC, as required by the dollar value.
- (J) Any violation of the Policy and Procurement Procedures can result in:
  - (I) Revocation of procurement authority or certain privileges;
  - (II) Reimbursement for any personal items purchased via a purchase order;
  - (III) Individuals attending additional training by Business and Support Services - Procurement; and
  - (IV) Discipline as outlined in [Appendix W, AD MS-13 After-the-Fact Purchases](#).
- (K) Recurring reports of after-the-fact purchases, with the exception of release orders and DPOs, will be reported to the BOCC on an annual basis at the end of each calendar year.

## CHAPTER 8

### DIRECT PURCHASES OF CONSTRUCTION MATERIAL

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#### 8.0 INTRODUCTION

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

#### 8.1 PROCEDURES

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

**CHAPTER 8**  
**DIRECT PURCHASES OF CONSTRUCTION MATERIAL**

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(II) Disadvantages

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

**CHAPTER 8**  
**DIRECT PURCHASES OF CONSTRUCTION MATERIAL**

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

## CHAPTER 9

### FRAUDULENT MISCONDUCT AND ETHICAL PROCUREMENT STANDARDS

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#### 9.0 INTRODUCTION

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

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

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

#### 9.1 FRAUDULENT MISCONDUCT

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

#### 9.2 ETHICAL PROCUREMENT STANDARDS

##### 9.2.0 Hillsborough County Statement of Ethics

- (A) Statement of Ethics

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

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**FRAUDULENT MISCONDUCT AND ETHICAL PROCUREMENT STANDARDS**

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(B) Responsibility

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

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

(C) Employee Development

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

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

(D) Professional Integrity-Information

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

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

(E) Personal Integrity-Relationships

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

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

**CHAPTER 9**  
**FRAUDULENT MISCONDUCT AND ETHICAL PROCUREMENT STANDARDS**

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- (II) I will not knowingly be a party to, condone or conceal any illegal or improper activity.
- (III) I will respect the rights, responsibilities and integrity of fellow employees and customers with whom I work and associate.
- (IV) I will manage all matters of supervision within the scope of my authority so that fairness and impartiality govern my decisions.
- (V) I will promote equal employment opportunities, and shall oppose any discrimination, harassment or other unfair practices.

(F) Conflict of Interest

I will actively avoid conflicting interest or even the appearance of a conflict of interest.

- (I) I will perform my duties without favor.
- (II) I will refrain from engaging in any outside matters of financial or personal interest incompatible with the impartial and objective performance of my duties.
- (III) I will not, directly or indirectly, seek or accept personal gain which would influence, or appear to influence, the conduct of my official duties.
- (IV) I will not use public property or resources for personal or political gain.

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

The Hillsborough County Business and Support Services - Procurement subscribes to the NIGP Code of Ethics as follows:

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

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

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**FRAUDULENT MISCONDUCT AND ETHICAL PROCUREMENT STANDARDS**

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

## CHAPTER 10

### VENDOR/BIDDER RELATIONS, COMMUNICATION AND PERFORMANCE

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#### 10.0 **INTRODUCTION**

This Chapter provides information to Vendors seeking business opportunities with the County. Bidders should read each Bid/Proposal Document carefully and follow its instructions in completing their Bid/Proposal. Bidders should refer to Business and Support Services - Procurement' website ([www.hillsboroughcounty.org/procurementservices](http://www.hillsboroughcounty.org/procurementservices)) to confirm that they have the most current version of the Procurement Manual as changes may be incorporated from time to time.

#### 10.1 **VENDOR REGISTRATION**

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

**Vendors that register solely for Hillsborough County BOCC, under the Onvia DemandStar Free Agency checkbox, receive this notification service at no cost.**

#### 10.2 **BIDDER QUALIFICATIONS**

- (A) All Bidders shall be properly licensed, as applicable, for the appropriate category of work to be eligible for an award. License(s) must be current and effective as of the solicitation opening date and must be maintained throughout the life of the contract.
- (B) All corporations doing business with the County must be properly registered with the State of Florida and authorized to conduct business in the State of Florida.

#### 10.3 **BIDDER NOTIFICATION**

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

**CHAPTER 10**  
**VENDOR/BIDDER RELATIONS, COMMUNICATION AND PERFORMANCE**

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**10.4 COMMUNICATION BETWEEN BIDDERS AND THE COUNTY**

- (A) All communication during the Bid/Proposal process must be directed to Business and Support Services - Procurement.
- (B) Bidders and their representatives may not speak with, lobby or communicate in any fashion, with the County Administrator, any evaluation committee member, or employee of Hillsborough County during this process. This prohibition applies throughout the process, until the contract has been awarded, but it is not intended to prevent Bidders from speaking to Business and Support Services - Procurement employees. Any Bidder who violates this provision may be deemed non-responsible and its Bid/Proposal rejected.
- (C) General Communication

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

**10.5 PROPER AUTHORIZATION**

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

**10.6 EVALUATION OF BIDS/PROPOSALS**

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

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**VENDOR/BIDDER RELATIONS, COMMUNICATION AND PERFORMANCE**

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(C) For a full discussion of the Bid and Award process, see Chapter 3.

**10.7 BIDDERS' AFFIRMATIONS**

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

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

**10.8 DRUG FREE WORK PLACE PROGRAM**

Pursuant to Section 287.087, Florida Statutes, Bidders may submit with their bids/proposals a certificate certifying that they have implemented a drug free workplace program. If two or more bids are equal in price, quality, and service, preference will be given in the award process to the Bidder who has furnished such certification with their bid. Certificate forms are available from Business and Support Services - Procurement's website at <http://www.hillsboroughcounty.org/procurementservices/> (see [Appendix S, Drug-Free Workplace Form](#)).

**10.9 PUBLIC ENTITY CRIMES**

- (A) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on

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**VENDOR/BIDDER RELATIONS, COMMUNICATION AND PERFORMANCE**

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leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

**10.10 USE OF HILLSBOROUGH COUNTY FOR MARKETING PROHIBITION**

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

**10.11 PROTEST PROCEDURES**

See CHAPTER 5.

**10.12 DEBARMENT PROCEDURES**

See CHAPTER 11.

## CHAPTER 11

### DEBARMENT OF BIDDERS

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#### 11.0 INTRODUCTION

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

#### 11.1 BASIS

The following may serve as a basis for debarment:

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

#### 11.2 PROCEDURE

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

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**DEBARMENT OF BIDDERS**

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**11.3 DURATION AND EFFECT**

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

## CHAPTER 12

### COOPERATIVE PURCHASING PROGRAMS

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#### 12.0 INTRODUCTION

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

##### 12.0.0 Joint Bidding

- (A) Joint Bidding is a form of intergovernmental cooperative purchasing in which two or more public procurement agencies agree on specifications and contract terms and conditions for a given item of common usage and combine their requirements for this item in a single request for competitive sealed bids/proposals. Once submittals have been received and discussed by the participants, each public procurement agency issues and administers its own purchase order or contract.
- (B) The Director of Business and Support Services - Procurement shall have the authority to join with other governmental entities in cooperative purchasing ventures when the best interests of the County would be served.
- (C) Procedures

When participating in a cooperative purchase where joint bidding is utilized, the following procedures apply:

- (I) A Lead Agency shall be designated to prepare and solicit Bids/Proposals on behalf of the cooperative purchasing participants.
- (II) The Lead Agency shall survey the participants for their requirements and prepare the Specifications, Bid/Proposal and Bidder's list for review by the participating entities.
- (III) The Lead Agency shall solicit, receive, open and tabulate the Bids/Proposals.
- (IV) Bids shall be evaluated based upon the Specifications and criteria set forth in the Bid/Proposal, and a recommendation for award made.
- (V) Purchases over \$100,000 in which the County is the Lead Agency require approval by the BOCC. Purchasing under \$100,000 may be awarded by the County Administrator.
- (VI) Each Participating Entity shall issue its own purchase orders and make its own payments.
- (VII) Any pre-award disputes related to the Specifications or bidding process shall be the responsibility of the Lead Agency.

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**COOPERATIVE PURCHASING PROGRAMS**

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- (VIII) Any other disputes that arise after award between any entity and the Vendor shall be resolved by that entity and the Vendor. This does not preclude participating entities from working together to resolve a common dispute.

**12.0.1 Piggybacking**

- (A) Piggybacking is a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing entities to purchase from the selected Vendor under the same terms and conditions as itself.

- (B) Procedures

When piggybacking another entities' contract, the following procedures shall apply:

- (I) The Bidder must have agreed, in the original bid document, to extend the same terms and conditions of the contract to other governmental agencies. In instances where this language is omitted and the Bidder agrees in writing to piggyback on the contract, the County may opt to utilize the contract if it is in the best interest of the County.
- (II) The Requesting Department must submit documentation from the Lead Agency that includes:
- (a) A complete copy of the solicitation;
  - (b) Tabulation of all solicitation responses;
  - (c) A copy of the award letter/memo/agenda item to the awarded Vendor; and,
  - (d) A complete copy of the awarded Vendor's proposal.
- (III) The Requesting Department must document, in writing, that the commodities or services needed are within the scope of the contract, that the scope meets the Requesting Department's needs and that the pricing is fair and reasonable.
- (IV) Business and Support Services - Procurement will review the Requesting Department's request and the contract of the entity to determine if the County's requirements are met and if use of the contract is in the best interest of the County. Considerations include, but are not necessarily limited to the original quantities in the bid, the reasonableness of price, current market, and applicable laws.
- (V) The commodity or service needed must be specifically within the scope of the contract awarded by the other entity and the contract

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**COOPERATIVE PURCHASING PROGRAMS**

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must be active. Purchases cannot be made against a contract that has expired.

- (VI) Any purchase order issued shall reference the public entity's bid or contract number.
- (VII) Any use of piggybacked contracts (except State Contracts) requires approval by the BOCC.

**12.0.2 State of Florida Contracts**

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

**12.0.3 Alliances**

- (A) Hillsborough County Governmental Purchasing Council (GPC)

The GPC is a council of government purchasing officials in Hillsborough County that coordinate cooperative purchasing activities. Authority for the shared use of contracts is derived from two special acts of the Florida Legislature enacted during the 1969 legislative session (Chapters 69-1112 and 69-1119, Laws of Florida and Chapter 2004-466 effective June 17, 2004 ([see Appendix T, GPC Special Acts 69-1112 and 69-1119](#))).

- (B) Tampa Bay Area Cooperative Purchasing Council

This council was established in 1994 under the sponsorship of the Tampa Bay Area Chapter of the National Institute of Governmental Purchasing (NIGP) and includes the seven-county Tampa Bay Area.

**12.0.4 Authorized Purchasing Cooperatives**

The BOCC has authorized use of the following purchasing Cooperatives:

- (A) US Communities
- (B) Florida Sheriff's Association
- (C) Western States Contracting Alliance (WSCA)

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**COOPERATIVE PURCHASING PROGRAMS**

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Participation with a purchasing Cooperative is subject to the Requesting Department and Department of Business and Support Services - Procurement determination that use of a specific contract is in the best interest of the County and that any requirements of the Cooperatives have been met.

## CHAPTER 13

### INSURANCE, BONDS, AND DEPOSITS

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#### 13.0 INTRODUCTION

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

#### 13.1 INSURANCE REQUIREMENT

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

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**13.2 BONDS AND DEPOSITS**

**13.2.0 Performance Bond**

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

**13.2.1 Payment Bond**

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

**13.2.2 Bid Bond or Guaranty of Good Faith Deposit**

The Director of Business and Support Services - Procurement may require Bidders to submit with their Bid/Proposal a bid bond or guaranty of good faith

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

**13.2.3 Amount of Bond or Deposit**

Required bonds or deposits generally range in the following percentile:

- (A) Performance Bond: 25% of the annual price to 100% of contract price.
- (B) Payment Bond: 100% of contract price.
- (C) Bid Bond or Guaranty of Good Faith Deposit: At the discretion of the Director of Business and Support Services - Procurement, but generally 5% of the bid price.
- (D) For Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) and Small Business Enterprise (SBE) Program contracts which are set-aside for certified DM/DWBE and SBE firms, bonds may be waived or reduced in accordance with [Appendix B, Administrative Order 06-08](#).

**13.2.4 Processing of Bonds and Deposits**

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

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deposits shall be retained by the Clerk, County Finance until all provisions of the contract have been satisfied. Personal checks, business checks, and cash deposits are not acceptable.

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

## CHAPTER 14

### SURPLUS AND DISPOSAL OF PROPERTY

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#### 14.0 **INTRODUCTION**

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

#### 14.1 **RESPONSIBILITIES FOR HANDLING SURPLUS PROPERTY**

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

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**SURPLUS AND DISPOSAL OF PROPERTY**

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

**14.2 PROCEDURE FOR SALE OF PROPERTY BY SEALED BID**

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

**14.3 PROCEDURE FOR SALE BY AUCTION**

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

**14.4 SALE OF SCRAP MATERIALS**

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

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

(B) Proceeds from the Sale of Scrap will be deposited to the appropriate fund.

**14.5 STATE SURPLUS PROPERTY PROGRAM**

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

**14.6 EMPLOYEE PURCHASES OF SURPLUS PROPERTY**

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

## CHAPTER 15

### EXCEPTIONS AND NONPROCUREMENT CONTRACTS

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#### 15.0 INTRODUCTION

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

#### 15.1 NONPROCUREMENT CONTRACTS

##### 15.1.0 Examples of Nonprocurement Contracts

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

##### 15.1.1 Department Responsibilities

- (A) Departments generating nonprocurement contracts are responsible for:
  - (I) Obtaining legal review;

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- (II) Obtaining financial, risk management, affirmative action/equal opportunity and administrative approvals;
- (III) Generating and processing agenda items;
- (IV) Initiating appropriate documents in ADPICS/FAMIS for financial encumbrance and processing in a timely manner after BOCC approval;
- (V) Monitoring contracts including performance, payment and renewals; and,
- (VI) Maintaining records, including: transfer of official records to the Clerk's Office, public record requests, and department files.
- (VII) Compliance with Board Policy 03.02.07.00, Minimum Contract Provisions ([see Appendix M, Board Policy 03.02.07.00 Minimum Contract Provisions](#))
- (VIII) Compliance with Administrative Directive MS-16, Vendor References, Inquiries & Endorsements ([see Appendix BB, AD MS-16 Vendor References, Inquiries and Endorsements](#))

**15.1.2 Processing a Direct Purchase Order**

Each Department must process a Direct Purchase Order (ADPICS DP/EN) in ADPICS for those nonprocurement contracts that need to have the funds encumbered. Departments must contact the Clerk of the Circuit Court, Systems Support Section to set up the appropriate security, approval path and training for processing the Direct Purchase Orders.

**15.2 EXCEPTIONS TO COMPETITIVE PROCUREMENT**

The following are exceptions to utilization of the sealed competitive bid/proposal procedure for those purchases above the existing bid limit, but award requires BOCC approval if it exceeds \$100,000:

- (A) Repairs to existing equipment;
- (B) Sole Source procurements;
- (C) Emergency procurements;
- (D) Intergovernmental procurements;
- (E) Negotiated procurements after rejection of all bids/proposals;
- (F) Negotiation for special or unique services;
- (G) Contracts for professional services pursuant to Section 287.055 Florida Statutes (CCNA); and,

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(H) Other instances where exceptions are provided by State or local law.

**15.3 OTHER EXCEPTIONS**

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

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

# DICTIONARY

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## A

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

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

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

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

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

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

**approval:** official permission, consent, sanction.

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

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

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

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

**award amount:** monetary amount of contract, when awarded.

## B

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

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

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

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

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

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

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

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

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

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

## C

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

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

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

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

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

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

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

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

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

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

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

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

## D

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

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

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

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

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

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

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

**designee:** a duly authorized representative.

**destination:** the place to which a shipment is consigned.

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

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

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

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

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

## E

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

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

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

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

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

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

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

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

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

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

## F

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

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

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

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

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

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

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

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

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

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

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

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

## G

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

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

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

## I

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

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

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

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

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

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

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

# J

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

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

# K

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

# L

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

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

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

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

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

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

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

# M

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

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

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

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

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

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

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

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

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

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

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

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

**MRO:** maintenance, repair and operating supplies.

**MSDS:** see Material Safety Data Sheets.

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

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

# N

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

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

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

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

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

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

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

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

# O

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

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

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

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

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

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

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

# P

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

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

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

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

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

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

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

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

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

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

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

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

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

**point of origin:** shipping point.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Q

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

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

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

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

**quote:** the response to a request for quotation.

## R

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## S

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

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

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

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

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

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

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

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

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

**shall:** denotes the imperative in contract clauses or specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## T

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

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

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

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

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

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

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

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

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

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

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

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

## U

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

**unilateral:** one-sided.

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

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

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

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

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

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

## V

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

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

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

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

## W·X·Y·Z

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

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

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