

Procurement Policy
Resilient SRQ: Community Development Block
Grant - Disaster Recovery



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| Version | Date | Notes |
|---------|----------|---|
| 1.0 | 7.14.23 | Original Version submitted to HUD |
| 2.0 | 11.13.23 | Updated Attachment 2: Sarasota County Policy Manual to reflect the most recent Policy Manual. |
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Purpose

Sarasota County is a recipient of the Community Development Block Grant – Disaster Recovery (CDBG-DR) grant from the United States Department of Housing and Urban Development (HUD) funds to support long-term disaster recovery needs in areas of housing, infrastructure, and economic development in affected areas. Because of the nature and scope of CDBG-DR projects and the high potential for Sarasota County to enter into contractual agreements with other entities (for example: subrecipients, professional services firms, construction contractors, service providers, etc), sound procurement procedures are needed to achieve the goal of ensuring maximum open and free competition. In addition, Sarasota County is also responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise. This policy is intended to establish such procedures and processes specifically for CDBG-DR funding and programs.

General Overview of Procurement Standards

Procurement is the acquisition of goods and services to be used by Sarasota County to carry out disaster recovery-related activities utilizing CDBG-DR funds. The procurement process includes the decision to purchase as well as the process to complete the purchase. Sarasota County will adhere to the procurement rules found in the Sarasota County Grant Policy and Procedures Manual (Attachment 1), Sarasota County Procurement Manual (Attachment 2), Sarasota County Procurement Code (Attachment 3), and as specifically outlined in 2 CFR 200.318 through 2 CFR 200.327, as amended in order to ensure that federal dollars are spent fairly and encourage open competition for the best level service and price. Any of the County’s contractors and subrecipients are required to assume responsibility for the complete effort and enforcement of laws and regulations under their contracts with the County, with the County having the ultimate responsibility for all aspects of their CDBG-DR programs. The County will manage contracts and oversee quality control through regular project oversight.

Procurement for CDBG-DR programs are governed by those specific procurement requirements outlined in 2 CFR 200.318 through 2 CFR200.327 and all applicable state laws, county codes, and regulations. When procuring property or services to be paid for in whole or in part with CDBG-DR funding, Sarasota County will first ensure compliance with its own procurement policies and then verify that the procurement then complies with state and federal requirements respectively.

As outlined in the table below, please refer to the Sarasota County Procurement Manual, Sarasota County Procurement Code, and Sarasota County Grant Policy and Procedures Manual for alignment with 2 CFR 200.318 through 2 CFR 200.327 Procurement Standards:

| Federal Citation | Short Title | Sarasota County Document |
|------------------|---|--|
| 2 CFR 200.318 | <i>General Procurement Standards</i> | Sarasota County Procurement Manual, p. 2-18 Sarasota County Procurement Code, p. 1-3 Grant Policy and Procedure Manual, p. 14, 6.2 <i>Acquisition of Unnecessary or Duplicative Items</i> |
| 2 CFR 200.319 | <i>Competition</i> | Sarasota County Procurement Manual, p. 19-20, <i>Chapter 6: Preferences</i> Sarasota County Procurement Manual, p. 22-30, <i>Chapter 10: Competitive Procurement Methods</i> Sarasota County Procurement Manual, p. 31-32, <i>Chapter 13: Waivers of Competition and Exemptions from Competition</i> Sarasota County Procurement Code, p. 6-8 Grant Policy and Procedure Manual, p. 14-15, 6.3 <i>Competition – Federal Awards</i> |
| 2 CFR 200.320 | <i>Methods of Procurement to be Followed</i> | Sarasota County Procurement Manual, p. 22, <i>Chapter 9: Threshold Levels</i> Sarasota County Procurement Manual, p. 22-30, <i>Chapter 10: Competitive Procurement Methods</i> Sarasota County Procurement Manual, p. 31, <i>Chapter 11: Cancellation and Readvertisement</i> Sarasota County Procurement Code, p. 5 |
| 2 CFR 200.321 | <i>Contracting With Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms</i> | Grant Policy and Procedure Manual, p. 16, 6.4.1(b) <i>Federally Funded Procurement</i> |
| 2 CFR 200.322 | <i>Domestic Preferences for Procurements</i> | Sarasota County Procurement Manual, p. 19-20, <i>Chapter 6: Preferences</i> Sarasota County Procurement Code, p. 3-5 Grant Policy and Procedure Manual, p. 16-17, 6.4.1(c) <i>Federally Funded Procurement</i> |

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|---------------|--|--|
| 2 CFR 200.323 | <i>Procurement of Recovered Materials</i> | Sarasota County Procurement Manual, p. 47, <i>Chapter 28: Environmentally Preferred Procurement</i> Grant Policy and Procedure Manual, p. 17, 6.4.1(d) <i>Federally Funded Procurement</i> |
| 2 CFR 200.324 | <i>Contract Cost and Price</i> | Grant Policy and Procedure Manual, p. 17, 6.4.1(d) <i>Federally Funded Procurement</i> |
| 2 CFR 200.325 | <i>Federal Awarding Agency or Pass-through Entity Review</i> | Sarasota County Procurement Code, p. 14-15 |
| 2 CFR 200.326 | <i>Bonding Requirements</i> | Sarasota County Procurement Manual, p. 45, <i>Chapter 23: Insurance and Bonding</i> Sarasota County Procurement Code, p. 14 Grant Policy and Procedure Manual, p. 17, 6.4.1(e) <i>Federally Funded Procurement</i> |
| 2 CFR 200.327 | <i>Contract Provisions</i> | Sarasota County Procurement Manual, p. 48 – 51, <i>Chapter 32: Contracts, Chapter 33: Term Contracts</i> Grant Policy and Procedure Manual, p. 15-17, 6.4.1 <i>Federally Funded Procurement</i> |

Attachment 1: Sarasota County Grant Policy and Procedures Manual (2021)

Grant Policy and Procedures Manual

Sarasota County Florida

From the Office of Financial Management

APPROVED:



Jonathan Lewis, County Administrator

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CHAPTER 1: PURPOSE, SCOPE, AND AUTHORITY

1.1 Purpose

The purpose of this manual is to establish internal controls and uniform guidelines for the research, application, acceptance, and financial administration of all grants awarded to Sarasota County (the County) and to assist in providing accurate and complete disclosure of the program and financial results of each grant.

1.2 Scope

The County's Office of Financial Management (OFM) Grants Team has the responsibility to implement the grants policy and procedures manual to ensure all grants (federal, state, county, and private) awarded to the County are effectively and efficiently researched, applied for, appropriated, and monitored.

This manual is not intended to be an exhaustive listing of all rules, regulations, or laws relating to grants administration, but is a guide of standardized procedures to direct personnel in the application and management of grant proposals and awards. Additionally, each Department is responsible for ensuring personnel administering grants are trained on applicable regulations governing their respective grant awards.

A grant is defined as a contract or agreement whereby the County receives funding from an agency to fund a public project or a program, and for which, the County has fiduciary and/or oversight responsibility. These can be awarded in many forms such as loan contracts, loan guarantees, cooperative agreements, joint participation agreements, contract for services, interlocal agreements, and other ancillary documents.

1.3 Persons and Areas Affected

This is a Countywide manual, affecting all persons and Departments of the Sarasota Board of County Commissioners (BCC) that research, apply for, and/or manage grants. Also affecting persons and Departments of the Appointed and Elected Officials that research, apply for, and/or manage grants which are contained in the County's Annual Financial Report (AFR).

1.4 Governing Laws and Regulations

- 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR Part 200, Appendix XI, Compliance Supplement
- Other Code of Federal Regulations and Circulars that pertain to specific funding streams
- Florida Single Audit Act, Florida Statutes 215.97
- Rules of the Auditor General, Chapter 10.550, Audits of State Grant and Aid Appropriations
- Florida Administrative Code & Florida Administrative Register

1.5 Revisions

This document contains federal, state, and county policies that may be revised over time as regulations change, new tools emerge, new processes are designed, and risk changes. The OFM Grants Administrator will review the procedures described herein and in continued collaboration with the personnel it serves, update this document, as necessary, or as circumstances dictate.

1.6 Definitions

Definitions for the purpose of this manual are contained herein as APPENDIX A.

CHAPTER 2: ROLES AND RESPONSIBILITIES

2.1 All County Departments

The County, through each Department, actively pursues grant resource opportunities; maintains an active grant portfolio; and utilizes grant funds to supplement and enhance the long-term goals and objectives of the County. Responsibility for locating grant funding sources; determining the appropriateness of the grant; preparing required documentation for application submittal; and managing of programmatic or day-to-day functions rest with the Department that applied for the grant. The application, acceptance, and administration of grants should be coordinated with and through the OFM Grants Team, as stipulated in the Procedures section of this manual.

2.2 County Administrator

The County Administrator or designee executes and authorizes all grant applications as the Authorized Organizational Representative (AOR) on behalf of the BCC except for those requiring explicit BCC authorization. The County Administrator or designee executes grant agreements, amendments, modifications, and other grant documents as the AOR on behalf of the BCC, in most cases under the authority provided under BCC Resolution R2016-056, or subsequent Authorizing Resolution which authorizes the County Administrator or designee to execute grant applications, agreements, amendments, and other grant documents under certain parameters.

2.3 Department Director

The Director of every Department is accountable for all grants within their departmental jurisdiction. In cases where more than one Department is responsible for a grant, a lead Department is designated for accountability. The Director ensures adequate resources are provided, including staff for the appropriate grant award management within their Department.

Each Department Director shall:

- a. Ensure Department staff submit grant applications and execute grant awards in accordance with the applicable signatory responsibility authority.
- b. Designate a Grant Manager for every grant awarded to the Department.
- c. Ensure the designated Grant Manager tracks the grant award and consults with the OFM Grants Team to communicate all grant related events (i.e. notices received from granting agencies, extensions, amendments, budget revisions, etc.)

2.4 Department Grant Manager

The assigned Department Grant Manager (Grant Manager) is the primary person responsible for the day-to-day programmatic activities of the grant project. The Grant Manager is the chief

accountable person for the overall administration of the grant award and meeting the terms and conditions of the award.

Each assigned Grant Manager shall:

- a. Acknowledge receipt of the Grant Policy and Procedures Manual, APPENDIX B
- b. Implement awarded grant funded projects according to the terms and conditions of the award contract/agreement.
- c. Track the grant award and consults with the OFM Grants Team to communicate all grant related events (i.e. notices received from granting agencies, extensions, amendments, budget revisions, etc.)
- d. Records the correct expense organization codes for each grant and knows how to monitor funding using prescribed procedures.
- e. Has a thorough understanding of the grant reporting requirements, reimbursement review process, and submittal timeline.
- f. Ensure grant funded project reporting requirements and deadlines for submission are observed.
- g. Ensures proper disposal requirements are met for real property and equipment.

2.5 OFM Grants Team

The OFM Grants Team provides grant oversight to ensure necessary grant functions are appropriately organized, coordinated, controlled, and evaluated.; coordinating the tracking of grant applications, awards, reports, and closeouts; providing grant accounting services; serving as a centralized point of contact; assisting Departments with the interpretation and application of County, State, Federal or other grant policies; and offering training and technical assistance services. Team personnel include the grants program administrator, several grant analysts, and Davis-bacon/disadvantaged business compliance staff.

The OFM Grants Program Administrator shall:

- a. Track Countywide grant activity at all stages of the grant cycle.
- b. Maintain a Countywide presence on SharePoint to include an updated Countywide Grants Database as well as other grant related information.
- c. Ensure the accounting system of the County is capable of tracking revenue and expenditures associated with every grant award, regardless of how grant funding is appropriated.
- d. Establish appropriate expenditure and revenue accounts and project codes for all grants, according to established procedures by the Clerk of the Circuit Court and County Comptroller (Clerk).
- e. Issue regular reports on the status of grant-funded projects to Departments and issue special reports when needed.
- f. Approve grant drawdown requests, when required.
- g. Manage and monitor the content of the official document imaging system for grant and grant related documents.
- h. Provide Countywide educational opportunities for all personnel to participate in.
- i. Responsible for developing, implementing, distributing, and revising the County Grant Policy and Procedures Manual.

The OFM Grants Team members shall:

- a. Assist with research, application, and management of all grants award to the County.
- b. Track Countywide grant activity at all stages of the grant cycle.
- c. Establish appropriate expenditure and revenue accounts and project codes for all grants, according to established procedures by the Clerk.
- d. Utilize, manage, and monitor the content of the official document imaging system (for grant and grant related documents).
- e. Create reimbursement and draw-down packages as needed.
- f. Create/Assist Departments with program reports and other deliverables as needed.
- g. Assist with all grant funded procurement items.

2.6 Signatory Responsibility

- a. **Applications** – Grant applications must be approved by either the BCC, County Administrator, or designee before submittal to the granting agencies. Authorization, in most cases, is provided to the County Administrator or designee by BCC authorization via Resolution Number R2016-056 (APPENDIX D).
 - This can be accomplished by initiating an eCar item and attaching a completed grant application to request the County Administrator or designee approve the submittal of the grant application. On the eCar item, the Fiscal radio button as well as the Legal radio button should be selected. This will assure the item will be routed to the OFM Grants Team and the Office of the County Attorney (OCA) for review and approval. Note: A copy of R2016-056 should be included with the eCar item.
- b. **Grant Agreements** - The BCC has the exclusive authority to execute grant agreements. Authorization has been designated to the County Administrator or designee in most instances (refer to Resolution Number R2016-056 or contact the OFM Grants Team to discuss). The following are examples where the County Administrator or designee can execute grant agreements:
 - If the grant agreement is for a project or program, contained in the current adopted budget, the BCC has designated via Resolution Number R2016-056, the authority for the County Administrator or designee to execute grant agreements and other associated ancillary documents. An eCar item should be started to include the memo, grant agreement, and other associated documents, as well as Resolution Number R2016-056.
 - If the grant agreement is not for a project or program contained in the current adopted budget, but is under \$100,000, the County Administrator or designee may also execute. An eCar item should be started, including the memo, grant agreement, and other associated documents, as well as Resolution Number R2016-056.

CHAPTER 3: IDENTIFICATION AND APPLICATION

3.1 Grant Research and Identification

Departments are responsible for pursuing and seeking grant funding opportunities. Department Directors and Grant Managers are encouraged to use the following resources for the research of funding opportunities, grant projects, and grant application required data:

- Grants.gov: <https://www.grants.gov>. Grants.gov is the clearinghouse for all federal grant opportunities and allows organizations to electronically find and apply for grants through a common website. Staff do not have to have a log-in/sign-on to search grants, find opportunities, and utilize the Learn Grants section which contains articles and videos regarding grant opportunities and management.
- Florida Department of State: <https://www.dosgrants.com/Program>. The State division of Cultural Affairs, Elections, Historical Resources and Library and Information Services grant opportunities can be found here.
- Florida Department of Agriculture and Consumer Services: <https://www.fdacs.gov/Business-Services/Grant-Opportunities>. Opportunities posted here range from Community Forest Program to Energy Efficiency grants.

The OFM Grants Team is able to assist with some research. Reach out to Grants@scgov.net with your request for grant funding research assistance, and a member of the OFM Grants Team will get back with you.

3.2 Grant Application

3.2.1 Writing and Completing the Application

The initiating Department has the responsibility to prepare and submit the grant proposal application. However, the OFM Grants Team has experienced staff members who are available for assistance and guidance during this process. The OFM Grants Team should be your first stop in the grant process.

Read the grant guidelines thoroughly. Grant application guidelines identify what must be included; what not to include; formatting; and page limit requirements. It is imperative to follow these instructions explicitly. Grant application guidelines typically identify:

- Submission deadlines
- Eligibility requirements
- Goals and priorities you should include in your scope
- Formatting requirements – page limits, margins, line spacing, color/black/white, page numbers, and maps (or no maps)
- Budget and budget justification
- Proposal ranking criteria and evaluation process
- Point of contact
- Any (and all) other submission requirements
- Letters of Support: work with the OFM Grants Team to secure needed letters of support

3.2.2 Approval of the Grant Application

All grant applications require approval by the BCC, County Administrator, or designee. Approval is required BEFORE submittal to the funding agency. The OFM Grants Team must be informed of outgoing grant applications, at all times. For items which can be approved by the County Administrator or designee, it is recommended to allow 20 business days to complete the approval process through eCAR, although applications can be fast-tracked if necessary, Contact the OFM Grants Team at Grants@scgov.net to discuss items which require expedited processing.

For items requiring BCC approval, the initiating Department is responsible for ensuring the eGenda item for the application is on a scheduled BCC agenda, prior to the application's deadline.

This section applies to all grant applications whether they are hard-copy, electronic, or prepared by third-party administrators.

- a. Notifying the OFM Grants Team at Grants@scgov.net - Submission of an email to the OFM Grants Team is the first step in the grant application process. This notification is used to register your proposal with the OFM Grants Team . This also allows a OFM Grants Team member to be assigned to assist in the preparation of the application.
- a. Establishment of project in the Document Management System. This will be initiated by the OFM Grants Team. The assigned Grant Manager will have access and will be able to utilize the Document Management System as a management tool during the application and, if approved, management of the grant.
- b. Preparing the eGenda Item and Submitting the Application for BCC, County Administrator, or Designee Approval - Upon completion of the grant application, the Department is responsible for preparing and presenting the eGenda item and submitting all documentation in hard copy *and/or* electronically to OCA/Contracts as needed to secure BCC, County Administrator, or designee signature and approval.
- c. Electronic proposal preparation and submission is becoming the normal business practice. The OFM Grants Team is the designated electronic systems administrator for all external web-based grant portals. No individual is to create an account for grant application/administration without first discussing with a member of the OFM Grants Team. The following are some examples of the various web-based portals where the County is already registered:
 - a. Grants.gov
 - b. The System for Award Management (SAM)
 - c. The Automated Standard Application for Payments (ASAP)
 - d. Grant Solutions (Treasury)
 - e. JustGrants (DOJ)
 - f. FloridaPA (Disaster Related)
 - g. Salesforce (FDEM Grants)
 - h. FEMAGo
 - i. FEDCONNET (Dept of Energy)
 - j. Easygrants (NFWF)
 - k. TrAMS (FTA)
- d. The Grant Manager will be provided access to develop the application, as needed, in the respective system.

- e. Submitting Application to Funding Agency –
Hardcopy submission required - the Department is responsible for submitting applications directly to the funding agency via Federal Express or any other expedited US Mail services available. The regular County mail system should not be used for submitting a grant application, as unforeseen circumstances may prevent the application from being received in a timely manner. If due to staffing levels, assistance is needed, work with the OFM Grants Team.
 - b. Electronic submission required - In the case where electronic submission is necessary, steps a through d above must be adhered to. The individual submitting the grant must be designated as an authorized electronic signatory. For many granting agencies, the OFM Grants Team is the authorized electronic signatory for these systems. Coordinate with your assigned OFM Grants Team staff member for submission.

CHAPTER 4: NEW GRANT ESTABLISHMENT

4.1 Award Acceptance

All grant awards and corresponding contracts must be officially accepted by the BCC, County Administrator, or designee.

- a. Preparing the eCar/eBar Item - Upon award notification, the Department Director is responsible for coordinating, preparing, and presenting the eCar item for County Administrator or designee execution. If item must go to the BCC, because it does not meet the criteria for County Administrator or designee approval the Department Director is responsible for coordinating, preparing, and presenting the eBar item to the BCC for the official acceptance of the Grant Award and authorization to execute the Grant Agreement and related documents. If the grant funding is not already appropriated, a Budget Amendment will be a component of the eBar item.
 - a. Delivering the Executed Agreement - Once the Grant Agreement is executed, the Department Director or assigned Grant Manager is responsible for delivering the document to the Granting Agency, in the form specified by such. If an agreement is to be delivered by mail, certified/return receipt US mail must be used or Federal Express service (if the mailing is time sensitive). **NO FUNDS MAY BE EXPENDED FOR GRANT PURPOSES UNTIL THE AGREEMENT HAS BEEN SIGNED AND EXECUTED BY BOTH PARTIES.** There are a few exceptions to this statement, including formula funding which contains a provision in the Code of Federal Regulation for Pre-Award spending, and other extenuating circumstances. If you feel spending is allowed, before a fully executed agreement is obtained, contact the OFM Grants Team. Your request will go through review of the need and circumstance to spend before receipt of a fully executed award. The OFM Grants Team will assist with soliciting approval from County Administrator or designee.
- b. Receiving the Fully Executed Agreement - The fully executed original agreement (executed by the County and Granting Agency) is received by the grantee Department. The Department Director or designated Grant Manager is responsible for forwarding the original to BCC

Records, if the item routed through as an eGenda item, or Contracts, if the item routed through as an eCar.

- c. Updating the Document Management System – After the fully executed original agreement (executed by the County and Granting Agency) is received by the grantee Department. The Grant Manager is responsible for uploading the fully executed agreement to the Grant Case. The Grant Case and associated documents will be the official file for audit and record retention purposes. The Grant Case contains the application, executed agreement, progress reports, compliance reports, other miscellaneous reports, and reimbursement requests with fully auditable documentation attached, closing reports, granting agency communication, reconciliations, sub-recipient agreements, sub-recipient monitoring documents, and all other compliance documentation.

4.2 New Grant Setup

- a. Organizational Code Establishment - All grants must be budgeted in the County’s financial system, for tracking purposes and given a unique organizational (org) code for expense and revenue. The OFM Grants Team will complete this process and notify the assigned Grant Manager.
- b. Post-Award Kickoff Meeting - The OFM Grants Team will request a Post-Award Kickoff Meeting by contacting the Grant Manager. The OFM Grants Team is responsible for scheduling the meeting. Attendees should include, at minimum, the Grant Manager and the designated member of the OFM Grants Team. The agenda for these meetings will include all grant compliance terms within the agreements such as reimbursement requests, technical reports, end dates, National Environmental Protection Act (NEPA) Compliance, historical compliance, etc..., in addition to Procurement requirements. Information to be discussed and established includes:
 - Grant Manager's Name
 - Lead Department (if applicable)
 - Project Budget
 - Compliance Requirements, including Cash Management and Subrecipient Oversight
 - Reporting Deadlines
 - Person responsible for preparing and submitting status/reimbursement reports
 - Audit Requirements
 - Procurement Requirements
 - Inventory/Fixed Asset Requirements
 - Process for potential grant extensions, budget changes, or grant amendments.
 - Matching requirements and funding source for the County's match
 - Expense and Revenue Accounts
 - Other compliance matters as stated in agreement and federal codes
 - Document Management System maintenance and expectations of Grant Manager for use of system

CHAPTER 5: FINANCIAL MANAGEMENT OF THE GRANT

5.1 Grant Accounting

The OFM Grants Team is responsible for the overall grant accounting process. An effective accounting process facilitates the auditing of Federal and State grant transactions; the preparation of the annual Schedule of Expenditures of Federal Awards (SEFA) and State Financial Assistance; and the accurate recording of grant related revenue. The Grant Manager is responsible for the accountability of grant funds awarded to their Department and for the authorization of all grant related expenses.

5.2 Reconciling Grant Accounts

- a. Approximately once a month, the OFM Grants Team conducts an analysis of all grant funds. If any discrepancies are noted or a reimbursement request has not been generated, the OFM Grants Team will contact the Grant Manager to discuss. It should be noted, this is a collective effort on the part of the Grant Manager and the OFM Grants Team; and reconciliation efforts begin at the Department level.

5.3 Depositing Grant Related Revenue

- a. Checks - If you receive a check that needs to be deposited to a grant project/program, it is crucial you turn it over to the individual responsible for the receipt of County funds, in your area, the same day as you receive the check. You should list the revenue org code assigned to that particular grant on the revenue documents. This revenue org code can be found on the Grant Case. Any questions should be directed to your assigned OFM Grants Team analyst or Grants@scgov.net This facilitates posting to the appropriate org code. See County of Sarasota Accounting Policies & Procedures, 9.2 Business Center Receipt, Balance, and Deposit of Cash.
 1. Wire Transfers - In the case where funds are received via wire transfer, the Clerk Accountant receiving the banking information notifies the OFM Grants Team, who provides the necessary information for the Clerk Accountant to record the cash receipt from the wire transfer via journal entry. When reimbursement is known via wire transfer ahead of time, a copy of the front page of the reimbursement request, with the deposit org code noted should be provided to your OFM Grant Team analyst in order to communicate to the Clerk.
- b. Processing Online or Telephone Drawdowns - Federal funds are often requested either online or via telephone and received via wire transfer.
 2. Requesting a Drawdown - Drawdown requests must be submitted to the OFM Grants Team, with complete expense supporting documentation for review and approval.
 3. Approving Drawdowns - The OFM Grants Team is responsible for approving all drawdown requests, after careful review of grant related

expenses and allowable costs. Upon approval, the OFM Grants Team forwards the request to the Clerk Grant Accountant.

5.4 Advance Payments

Though not often, sometimes, grant awards result in an advance payment either at the start of the grant or during the life of the grant. For Federal grants, advanced payments are regulated by 2 CFR §200.305. In cases where an advance payment occurs, the following should be followed:

- Process the payment as laid out in section 5.3
- The County must account for funds received, obligated, and expended. This is achieved by utilizing a grant org code.
- Funds must be deposited and maintained in insured accounts (whenever possible)
- Funds must be maintained in an interest-bearing account, with some exceptions (per 2 CFR §200.305)

5.5 Cost Sharing or Matching

Cost sharing/matching funds should be identified as part of the grant application process. Cost share/match can be provided through County expenditures (salaries & expenditures), real property, or in-kind services provided by a third-party commitment. At time of award, cost share/match funds should be:

- Identified and a recording and tracking methodology established, often times an individual match org code
- Must fit the same definition of an eligible grant expenditure, in order to be utilized, unless award provides otherwise.

5.6 Program Income

Program income is sometimes earned on grant programs. Program income is income directly generated by a supported activity or earned as a result of the grant award during the grant's period of performance. Income sources could include fees charged; use of property/equipment, purchased under the grant; and sale of items, made under a grant. The County will follow the requirements established in 2 CFR §200.307 for program income on all grants, unless specific guidance is provided within the grant award document or by the grantor agency.

5.7 Interest Earnings

Interest earnings on grant funds can either be utilized for approved project activities, if allowed, or must be returned to the grantor. The County may retain up to \$500 of interest earnings per year (for administrative use).

5.8 Allowable Costs

Only allowable and eligible costs may be charged to the grant org code and submitted for reimbursement to the grantee agency. Eligible costs may be identified in the grant application, grant award, and/or the grantee agency's program policies and guidance. In cases of federal awards, the full requirements of 2 CFR Subpart E – Cost Principles may also apply.

The Grant Manager, in coordination with the OFM Grants Team, is responsible for ensuring only allowable and eligible costs are charged to the grant org code. Correspondence from the grantee

agencies, authorizing reimbursement of certain costs, must be documented and placed into the Grants Case. The Grant Manager, in coordination with the OFM Grants Team, is responsible for identifying other County funding sources to fund expenditures that are inherently ineligible or later deemed ineligible

CHAPTER 6: PROCUREMENT

The County's Procurement Manual shall be followed as well as any Federal, State, or specifically stated grant agreement terms, conditions, rules, and/or laws.

6.1 Suspension and Debarment

The County will not award any contract to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (see 2 CFR 180.220)

It is the responsibility of the Grant Manager to ensure any potential contractor, subcontractor, or subawardee funded through a grant award is not prohibited from receiving federal or state funds, due suspension or debarment. The SAM must be checked and a screen shot of the search retained, in the Grant Case. The federal debarment search can be accessed at www.beta.sam.gov (no sign-on is needed).

6.2 Acquisition of Unnecessary or Duplicative Items

Grant Managers should review the project scope and plan. Consideration should be given to avoid procuring unnecessary or duplicative items. Where appropriate, the most economical approach should be considered.

6.3 Competition - Federal Awards

All required Federal terms and conditions must be followed, when federal funding is used to carry out a project. During competition, there are several requirements per 2 CFR §200.319:

- a. All procurement transactions must be conducted in a manner, providing full and open competition consistent with the standards of this section and 2 CFR §200.320.
- b. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include, but are not limited to:
 - (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;

- (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants on retainer contracts;
 - (5) Organizational conflicts of interest;
 - (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- c. The County must conduct federally funded procurements in a manner prohibiting the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- d. The County must have written procedures for procurement transactions. These procedures must ensure all solicitations:
- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured. When necessary, must set forth those minimum essential characteristics and standards to which it must conform, if it is to satisfy its intended use. Detailed product specifications should be avoided, if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand, which must be met by offers, must be clearly stated; and
 - (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals
- e. The County must ensure all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the County must not preclude potential bidders from qualifying during the solicitation period.
- f. Non-competitive procurements can only be awarded in accordance with 2 CFR §200.320(c)

6.4 Required Contract Provisions

6.4.1 Federally Funded Procurement

Federally funded solicitations and third-party contracts must include some very specific contract provisions. These provisions are driven by 2 CFR Part 200 Uniform Guidance, the individual grant agreement, and any other federal regulations that may apply. Contact the OFM Grants

Team and they will create a Contract Provision document to utilize for procurement on your specific grant. At minimum the items to be included are:

- a) **CFR Part 200, Appendix II** - all applicable contract provisions and certifications contained in 2 CFR Part 200, Appendix II must be included in the solicitation as well as the resulting contract.
- b) **§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms** – The OFM Grants Team can provide assistance and direction. Contact the team at Grants@scgov.net.

- (a) The County must take all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- (b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

c) § 200.322 Domestic preferences for procurement

- (a) As appropriate and to the extent consistent with the law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

- (b) For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-

based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

d) § 200.323 Procurement of recovered materials

A non-Federal entity that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

e) § 200.325 Bonding requirements

For construction or facility improvement contracts or subcontracts, exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity, provided the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- 1) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- 3) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

6.4.2 State Funded Procurement

State funded solicitations and third-party contracts must also include some specific contract provisions. These are normally contained within the individual grant agreements. Some State agencies have provided links and tools regarding procurement requirements, such as the Florida Department of Transportation Transit Divisions found at

<https://www.fdot.gov/transit/currentpages/navigation/grantsadministration.shtm>

Contact the OFM Grants Team for them to create a Contract Provision document to utilize for procurement on your specific grant.

CHAPTER 7: GRANT REPORTING

The Grant Manager is responsible for the preparation of all reimbursement reports; quarterly, state, and federal reports; and/or any other financial reports, programmatic (operational) information; conducting all internal program monitoring; and any other reports, as required. The assigned OFM Grants Team member will assist the Grant Manager in obtaining the needed backup documentation and with the preparation of reports, as needed. The Grant Manager is responsible for the oversight of reporting deadlines, compliance requirements, and the review and approval of all grant related reporting

The OFM Grants Team is responsible for educating and providing assistance for the oversight and coordination of the grant compliance terms. Reimbursement request and financial reporting are two of the main deliverables required with every grant.

The OFM Grants Team will communicate the established reporting deadlines and compliance requirements per the agreement; applicable Code of Federal Regulation; and OMB A-133 Compliance Supplement, for each grant. A task will be created, in the Document Management System and assigned to the Grant Manager, including all reporting deadlines and compliance requirements for the life of the grant. These tasks are reviewed and communicated to the appropriate Grant Manager at the Post Award Kickoff Meeting.

7.1 Reimbursement Requests/Financial Reporting

Grant Managers are responsible for ensuring all reimbursement requests and/or financial reports are complete, accurate, and submitted to the Granting Agency in a timely manner.

Reimbursement request should be generated at least quarterly or at intervals as required in the grant agreement. Other financial reporting is to be completed as dictated in the grant agreement, as applicable. A complete copy of the reimbursement request/financial report is to be uploaded by the Grant Manager into the respective Grant Case.

- a. Required Documentation for Reimbursement Requests - All reimbursement requests must include documents, as stipulated in the grant agreement, often to include the following:
 1. Report Narrative on County letterhead, on Agency Required Forms, or within the Grantor electronic reporting system
 2. Expense Report in Excel Format (listing of invoices, check numbers, contractor's names, and amounts, these should be in date order)
 3. Accounting system Expense Report (to identify expenses and reconcile to the General Ledger)
 4. Requests for adjusting journal entries, in case adjustments are needed to reconcile accounts (adjustments must be requested by the Grant Manager and forwarded to the OFM Grants Team)
 5. Expense backup documentation, including invoices; full backup documentation, for the payment of that invoice; and copies of cancelled checks/wire transfers.

- b. Review Process - The OFM Grants Team review consists of the following:
 1. Ensure invoices are for legitimate expenditures and allowable costs, per the terms of the grant agreement, through discussions with the Grant Manager; reviewing appropriate sections of the Uniform Grant Guidance; 2CFR 200; and grant contract for allowable expenditures.
 2. Ensure Program Income has been recorded in the correct General Ledger account and is reflected properly on the reimbursement/financial report, as per 2 CFR §200.307 Program Income.
 3. Ensure expenditures reported reconcile to those charged to the General Ledger expenditure accounts.
 4. Ensure adjusting journal entries are requested and processed timely.
 5. Ensure expenses fall within the eligible reporting period.
- c. Submitting Reports - In the case where a reimbursement request/financial report requires electronic submittal, the Grant Manager, (after submission,) must upload a print screen of the successfully submitted report, or the system generated report, to the Grant Case.
- d. Federal Grants Available for Drawdown – Some Federal grants are available for drawdown of revenue, in advance, for immediate use. Currently, the County only draws down on these grants in a reimbursement manner. This alleviates the possibility of the County holding funds and not utilizing the funds for immediate use, as required by 2 CFR §200.305. Procedures as outlined in 5.3 should be followed.

7.2 Monitoring/Progress Reporting and Other Deliverable Compliance Items

The Grant Manager is responsible for providing the programmatic (operational) information; conducting all internal program monitoring; quarterly state and federal reports; and/or any other reports, as may be required. Monitoring includes the oversight of reporting deadlines, compliance requirements, and the review and approval of all grant related reporting.

- a. Monitoring/Progress Reports - Grant Managers are responsible for ensuring all monitoring reports are complete, accurate, and submitted to the Granting Agency in a timely manner. The deliverable dates for the reports are located within the grant agreement and should contain:
 1. A comparison of actual accomplishments to the objectives of the Federal award, established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (i.e. related to units of accomplishment) may be required. Where performance trend data and analysis would be informative, to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.
 2. The reasons why established goals were not met, if appropriate.
 3. Additional pertinent information, including (when appropriate) analysis and explanation of cost overruns or high unit costs.
- b. Construction Performance Reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily, by Federal awarding agencies and pass-through entities, to monitor progress under Federal awards and subawards for

construction. The Federal awarding agency may require additional performance reports throughout the project.

- c. Significant Development Reports - Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the Grant Manager must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:
 - 1. Problems, delays, or adverse conditions which will materially impair the ability to meet the objectives of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - 2. Favorable developments which enable meeting time schedules and objectives sooner, or at less cost than anticipated; or producing more or different beneficial results than originally planned.

7.3 Conflict of Interest Reporting, 2 CFR §200.112

The Grant Manager must disclose, in writing, any potential conflict of interest to the OFM Grants Team. The OFM Grants Team will provide written disclosure to the awarding Federal, State, or Local Agency as applicable.

7.4 Mandatory Disclosure Reporting, 2 CFR §200.113

The Grant Manager of a Federal award must disclose immediately to the OFM Grants Team all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. The OFM Grants Team Program Administrator will immediately (as required) notify, in writing, the Federal, State, or Local awarding agency or pass-through entity of all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award are required to report certain civil, criminal, or administrative proceedings to SAM (currently Federal Awardee Performance and Integrity Information System (FAPIIS)). Failure to make required disclosures can result in any of the remedies described in §200.339.

7.5 Real Property Reporting, 2 CFR §200.330

The Federal granting agency or pass-through entity must require the County to submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances, where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or pass-through entity, at its option, may require the non-Federal entity to report at various multi-year frequencies (*e.g.*, every two years or every three years (not to exceed a five-year reporting period)); or a Federal awarding agency or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years).

7.6 Extensions

In the event a grant extension is needed, for the completion of a grant project, a grant extension request must be submitted to the granting agency, in a timely manner, as soon as known and well before the deadline. Be aware many extensions must route through eCar and be executed by the County Administrator or designee.

Requesting a Grant Extension - The Grant Manager is responsible for completing the extension request. This may require the Grant Manager to compose, sign, and mail out a formal letter requesting a grant extension; completing an extension request (on the granting agency's form); and possibly even securing the County Administrator, designee, or BCC signature.

Submitting a Grant Extension Request to a Granting Agency – At the time the Grant Manager submits an extension request to a granting agency, this request must be uploaded to the Grant Case.

Receiving a Grant Extension - Approved grant extensions, received from a granting agency, are typically received by the Grant Manager. The Grant Manager should notify the OFM Grants Team. The extension must be uploaded to the Grant Case. This ensures proper accounting and the continued ability to expense from grant accounts.

7.7 Closeout

Each grant has specific closeout procedures to which the County must adhere to. Upon completion of the grant, if needed, the Grant Manager can submit a final report to the OFM Grants Team for review and approval. At a minimum, the Grant Manager is required to notify the OFM Grants Team that the grant is now closed. The OFM Grants Team will update the grant status to "Financial Closed" on the Grant Case. Any final report should then be uploaded to the Grant Case.

CHAPTER 8: REAL PROPERTY AND EQUIPMENT MANAGEMENT

8.1 Federally Funded Real Property

When real property is purchased, utilizing Federal grant funding, 2 CFR §200.311 shall guide the management, use and disposition of the real property. Reporting on real property requirements can be found at 5.3.5 *Real Property Reporting*, 2 CFR §200.330. The provisions of 2 CFR §200.311 are as follows:

- (a) *Title*. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.
- (b) *Use*. Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or other interests.
- (c) *Disposition*. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives:
 - (1) Retain title, after compensating the Federal awarding agency. The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the

same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

(2) Sell the property and compensate the Federal awarding agency. The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, sales procedures must be followed, that provide for competition to the extent practicable and result in the highest possible return.

(3) Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

8.2 State or Local Funded Real Property

When real property is purchased utilizing State or Local grant funding, the terms and conditions regarding real property are contained in the grant agreement. Most often the following applies:

- a. The entity acquiring real property with the grant, or owns real property upon which an improvement is being constructed, renovated, altered, modified, or maintained with the grant, must execute, deliver, and record (in the county in which the subject property is located) an agreement prohibiting the entity from selling, transferring, mortgaging, or assigning its interest in the real property, during the term of the agreement, unless approved by the granting agency.
- b. An entity that does not acquire real property or does not own the real property being improved, the agreement shall prohibit the nonprofit entity from selling, transferring, mortgaging, or assigning its interest in the leasehold, improvements, renovations, or personality, unless approved by the agency. Additionally, the entity shall execute and deliver a security instrument, financing statement, or other appropriate document securing the interest of the granting agency.
- c. Agreements usually require the entity to continue the operation, maintenance, repair, and administration of the property, in accordance with the purposes for which the funds were originally appropriated and for the period of time expressly specified by the bill appropriating the grant, failing to do so, the entity must return to the granting agency grant funds as specified by law.

8.3 Federal, State, and Local Funded Equipment

The County's Fixed Asset Inventory recognizes all equipment, meeting the Capital Asset Policy thresholds. The County tracks capital assets that are real or personal property, having a value equal to or greater than the capitalization threshold for their respective asset class and have an estimated initial useful life of greater than one year. It is the Grant Manager's responsibility to make sure the County Fixed Asset Inventory System reflects all the needed grant identification on the capital item. When State or Local funding is utilized, the laws, rules, and provisions of the contract or grant agreement will contain the provisions regarding equipment use and disposal.

When federal funding is utilized the provisions of 2 CFR §200.313 Equipment apply which are as follows:

- (a) *Title.* Subject to the obligations and conditions set forth in this section, title to equipment, acquired under a Federal award, will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity, subject to the following conditions:
 - (1) Use the equipment for the authorized purposes of the project, during the period of performance, or until the property is no longer needed for the purposes of the project.
 - (2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.
 - (3) Use and dispose of the property in accordance with paragraphs (b), (c), and (e) of this section.
- (b) A state must use, manage, and dispose of equipment acquired under a Federal award by the state, in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.
- (c) *Use.*
 - (1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:
 - (i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then
 - (ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.
 - (2) During the time that equipment is used on the project or program, for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs, currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment, and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.
 - (3) Notwithstanding the encouragement in §200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private

companies charge for equivalent services, unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

- (4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.
- (d) *Management requirements.* Procedures for managing equipment (including replacement equipment) whether acquired in whole or in part under a Federal award, until disposition takes place, will, at a minimum, meet the following requirements:
- (1) Property records must be maintained that include a description of the property; a serial number or other identification number; the source of funding for the property (including the Federal Award Identification Number (FAIN)); who holds title; the acquisition date, and cost of the property; percentage of Federal participation, in the project costs for the Federal award, under which the property was acquired; the location, use and condition of the property; and any ultimate disposition data, including the date of disposal and sale price of the property.
 - (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - (4) Adequate maintenance procedures must be developed to keep the property in good condition.
 - (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- (e) *Disposition.* When original or replacement equipment, acquired under a Federal award, is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency, if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:
- (1) Items of equipment with a current per unit fair market value of \$5,000 or less, may be retained, sold, or otherwise disposed of with no further obligation to the Federal awarding agency.
 - (2) Except as provided in §200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds

from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

- (3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.
- (4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

8.4 Disposition of Real Property/Equipment

8.4.1 Equipment: Prior to the disposal of any grant funded asset, the Fixed Asset Designee for each Department will submit completed disposal paperwork to Fixed Asset Management for processing, with the exception of Sarasota County Area Transit(SCAT) vehicles. It is the responsibility of county (Fixed Asset Management or department) to obtain approval from the BCC, prior to the disposal of any grant funded equipment asset. All Grant Managers should contact the specific grant funding agency for clearance and specific steps for disposal of any equipment originally purchased with grant funds **REGARDLESS OF USEFUL LIFE LEFT ON EQUIPMENT**. Disposal authorization steps required by granting agencies could include items such as: shipping equipment back to granting agency; shipping equipment to another local government; or selling equipment at auction. However, proceeds or a portion of the proceeds may have to be returned to granting agency. This should be coordinated through the OFM Grants Team, with all correspondence and approvals uploaded to the Grant Case. A copy of this information should also be forwarded to the Fixed Asset Management Team with the disposal paperwork and inform the Fixed Assets Management of any special instructions for posting of proceeds from the sale. The County's Fixed Asset Information and Disposal forms can be found on SharePoint at: <https://sarasotacounty.sharepoint.com/OFM/fam/SitePages/Home.aspx>

8.4.2 Real Property: Disposal of grant funded Real Property can be complex and authorization from original grantor must be secured. Often a calculation of value must also be completed as well as other requirements met. Please contact your OFM Grants team so we may assist you and Real Property through the process.

8.5 Fixed Asset Annual Inventory

The County performs an physical annual inventory audit. These audits, which are conducted by each department with RFID Bar Code Scanner, and are coordinated by the Fixed Asset Management team; the Fixed Asset Designees, in the Department; and Department Directors. Reconciliation of fixed assets are completed and further action, if required is taken.

CHAPTER 9: SUBRECIPIENT MONITORING AND REPORTING

Each Grant Manager, managing grant funds disbursed to subrecipients, is responsible for coordinating the Federal and/or State award information; monitoring subrecipient grant related activities; ensuring required audits are performed; and evaluating the impact of sub-recipient activities on the County's ability to comply with applicable Federal and/or State regulations.

9.1 Subrecipient vs. Contractor Determination 2 CFR §200.331

The first step is determining whether the vendor would be considered a Subrecipient or a Contractor. These roles require different agreements (procurement and overall management of the vendor are different). The following is taken from 2 CFR §200.331 and provides clarity regarding determination. Work with your assigned member of the OFM Grants Team for assistance.

(a) **Subrecipients.** A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. See definition for Subaward in §200.1 of this part. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- (1) Determines who is eligible to receive what Federal assistance;
- (2) Has its performance measured in relation to whether objectives of a Federal program were met;
- (3) Has responsibility for programmatic decision-making;
- (4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- (5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

(b) **Contractors.** A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. See the definition of contract in §200.1. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

- (1) Provides the goods and services within normal business operations;
- (2) Provides similar goods or services to many different purchasers;
- (3) Normally operates in a competitive environment;
- (4) Provides goods or services ancillary to the operation of the Federal program; and

- (5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.
- (c) Use of judgment in making determination. In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

9.2 Subaward Document §200.332

The Grant Manager is responsible for submitting the pending Subaward agreement to the OFM Grants Team, for review; starting a Legal Services Request (LSR); and securing OCA approval, BEFORE the Subaward is executed by the Subrecipient. This allows the OFM Grants Team to work with the Grant Manager to make sure the resulting Subaward contains all required items, regarding Federal and/or State requirements. With the implementation of 2 CFR §200.332, several items are required to be contained in any Federal Subaward document. Contact your OFM Grants Team member for samples and assistance with incorporating the following requirements into your subaward documents:

1. Federal Award Identification.
 - a) Subrecipient name (which must match the name associated with its unique entity identifier);
 - b) Subrecipient's unique entity identifier Data Universal Number System (DUNS) number;
 - c) FAIN;
 - d) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;
 - e) Subaward Period of Performance Start and End Date;
 - f) Amount of Federal Funds Obligated, by this action, by the County to the subrecipient;
 - g) Total Amount of Federal Funds Obligated to the subrecipient by the County, including the current obligation;
 - h) Total Amount of the Federal Award committed to the subrecipient by the County;
 - i) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - j) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity;
 - k) Assistance Listing Number and Name;
 - l) The County must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement;
 - m) Identification of whether the award is R&D; and
 - n) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (Facilities & Administrative (F&A)) costs).

2. All requirements are imposed by the County, on the subrecipient, so the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award;
3. Any additional requirements the County imposes on the subrecipient, in order for the County to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports;
4. An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the County and the subrecipient or a de minimis indirect cost rate.
5. A requirement that the subrecipient permit the County and auditors to have access to the subrecipient's records and financial statements as necessary for the County to meet the requirements of this part; and
6. Appropriate terms and conditions concerning closeout of the subaward.

9.3 Subaward Monitoring

The County is required to monitor the activities of the subrecipient, as necessary, to ensure the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and subaward performance goals are achieved. This begins with the County's evaluation of the subrecipients risk of noncompliance.

- a. **Subrecipient Evaluation of Risk** – The County must, on all federal subawards, evaluate the risk of noncompliance by the subrecipient before entering into an agreement. The OFM Grants Team has developed a Subrecipient Risk Evaluation Form (APPENDIX C) to be utilized for this purpose. The Grant Manager should complete, at minimum, this form and a copy uploaded to the Grant Case.
- b. **Monitoring Subrecipient Activities** – Activities of the subrecipient must be monitored. Your OFM Grants Team member can assist with developing a checklist to facilitate monitoring. This document, as well as other monitoring documentation, should be retained and provided to OFM Grants Team for inclusion in the grant master file. Items to include:
 1. Reviewing financial and performance reports, required by the County.
 2. Verify subrecipient is audited, as required by 2 CFR Part 200, Subpart F – Audit Requirements and or Florida Single Audit Act
 3. Following-up and ensuring the subrecipient takes timely and appropriate action on all deficiencies, pertaining to the Federal award provided to the subrecipient from the County, detected through audits, on-site reviews, and other means.
 4. Issuing a management decision for audit findings, pertaining to the Federal award provided to the subrecipient from the County, as required by §200.521 Management decision.
 5. Performing desk and/or on-site review of the subrecipients program operations.
- c. **Follow-up Subrecipient Monitoring Activities** – Often, after monitoring a subrecipient, further action is needed on behalf of the County. These are not limited to, but could include:
 1. Providing subrecipients with training and technical assistance on program-related matters

2. Consideration whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions necessitating adjustments to the County's own records.
3. Continued Site visits/Desk reviews
4. Consideration whether taking enforcement action against noncompliant subrecipients, as described in 2 CFR §200.339 Remedies for noncompliance, is appropriate.

CHAPTER 10: RECORDS RETENTION

Record retention is one of the most critical elements of grant management. The County utilizes a document management system to assist with compliance for federal required records retention as well as state required records retention. The County, as a local government, must abide by the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies. In the case of grant and grant related documents the GS1-SL and the federal requirements as laid out in §200.334 and the grant agreement must be reviewed thoroughly and care must be taken to make sure the Federal, State, and any other record retention requirements are met before file is archived or destroyed.

10.1 Records Retention Federal Awards §200.334

Financial records, supporting documents, statistical records, and all other County records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case that the County is a federal subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon the County. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the County is notified, in writing, by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.**
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the County.
- (e) Records for program income transactions, after the period of performance (in some cases), recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the County's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans, applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals; cost allocation plans; and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

- (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
- (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

10.2 Records Retention State Awards

For state funded awards, the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies should be referenced. Note: retention is extended by equipment, real property, or Capital Improvement Expenditures under the grant.

10.3 Records Retention Process

The OFM Grants Team is responsible for management of the Master Grant Cases within the document management system. As the OFM Grants Team transitions from fully paper to fully electronic, there will be a mixture of different media types which must be managed. Records will be recorded and reviewed for disposition, on an annual basis, according to the OFM Records Retention Standard Operating Procedure. Before disposal is requested, the OFM Grant Program Administrator will notify the lead Department Director of the grant file(s) pending disposal. At that time, the Department Director may take possession of the file due for disposal. If the Department Director chooses not to take possession of the file(s), the file(s) will move to destruction.

Current retention waiver: the OFM Grants Team will retain Grant files, pertaining to current open County projects and/or priorities (for example, but not limited to, River Road, Legacy Trail, and Spoil Islands). The grant files are being requested to be retained until the project has been completed and/or is no longer a priority.

CHAPTER 11: OTHER GRANT RELATED ITEMS

11.1 Davis Bacon and Related Acts

The Davis Bacon and Related Acts apply to contractors and subcontractors performing on federally-funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics, employed under the contract, no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

The OFM Grants Team has a dedicated staff member to assist Grant Managers, if their grant award requires compliance with Davis Bacon. This portion of grant compliance is very technical and requires coordination with the County, contractors, contractor employees, and includes

onsite visits. If Davis Bacon applies to your grant proceeds, it will be discussed thoroughly at the Post Award Kickoff Meeting.

11.2 Personally Identifiable Information (PII)

2 CFR §200.79 PII means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information, linked or linkable to a specific individual. Some information, considered to be PII, is available through public sources such as telephone books, public websites, and university listings. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, email address, home telephone number, and general educational credentials. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment to identify the specific risk of an individual. Non-PII can become PII whenever additional information is made publicly available, in any medium and from any source, when combined with other available information, could be used to identify an individual.

2 CFR §200.82 Protected PII means an individual's first name or first initial and last name, in combination with any one or more of types of information, including but not limited to: social security number; passport number; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII required by law to be disclosed. (See § 200.79 Personally Identifiable Information (PII)).

The County and all employees will protect PII to the extent possible, pursuant to Federal and State law, while carrying out federally-funded grant projects

APPENDIX A

DEFINITIONS

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards. This provides guidance regarding Pre-Award requirements, Post Award management and compliance as well as audit, procurement, and subrecipient guidance across all Federal grants.

Accounting System – The County’s financial and accounting software used for monitoring departmental accounts.

Allowable Cost – An allowable cost is an expense that can be charged directly to the sponsored agreement and is not specifically excluded by government regulations or by the grant agreement.

Anticipated Grants Report – A listing of anticipated grant awards, created each year by the OFM Grants Team, included in the proposed budget for the next fiscal year. It is utilized to satisfy certain requirements related to BCC Resolution 2016-056.

Assistance Listing – Formally referred to as a CFDA. A number assigned by the Office of Management and Budget (OMB) that describes the funding source and requirements for each particular type of Federal grant funding.

CFDA –(Catalog of Federal Assistance) - now referred to as Assistance Listing. A number assigned by the Office of Management and Budget (OMB) that describes the funding source and requirements for each particular type of Federal grant funding.

CSFA – (Catalog of State Financial Assistance) - A statewide compendium of State projects, providing financial assistance to non-State entities.

Closeout - The process by which the Federal awarding agency or pass-through entity determines that all applicable administrative actions and all required work of the Federal award have been completed and takes actions as described in § 200.344.

Disallowed Costs - Costs that are not reimbursable by the sponsoring agency.

DUNS – (Data Universal Number System) - A nine-digit number assigned and maintained by Dun & Bradstreet, to identify unique business establishments. DUNS numbers are assigned worldwide and include US, Canadian, and international organizations. The OFM Grants Team will provide you with this number upon request.

Electronic Grants - The administration of a grant, using the electronic media which may not result in official hard-copy documents.

Fiscal Year - The period of 12 months to which the annual budget applies. The County's fiscal

year begins October 1 and ends September 30.

Florida Single Audit Act 215.97 - The purpose of the Act is to establish uniform State audit requirements for State financial assistance, provided by State agencies to non-State agencies.

Fully Executed Agreement - An agreement that has been signed by all parties involved.

Grant Agreement - A written contractual agreement, originated by the Grantor upon grant application approval, which contains all required conditions, specifications, and regulations applicable to the receipt of funds from a specified grant.

Grant Application - The document submitted to the Grantor requesting funds. The document's format is specified by the Grantor and contains narrative and financial descriptions of the program, project, or service for which funds are being requested.

Grant Manager - The person assigned to manage a grant. The Grant Manager is responsible for providing the programmatic (operational) information and for conducting all internal program monitoring and preparation of all reimbursement reports; quarterly, State, and Federal reports; or other reports as may be required.

Grantee - The entity or organization receiving grant funding.

Granting Agency - The external organization funding a particular project.

In-kind Contribution - A non-cash input which can be given a cash value.

Matching - The sharing of costs of a sponsored agreement.

Point of Contact - An individual who is designated as the person responsible for coordinating communication among the various parties associated with grants (i.e. granting agencies, auditors, program managers, sub-recipients, and other interested parties).

R&D – (Research and Development) - Per 2 CFR all federal funded agreements and sub-agreements for R&D must be identified as such.

SEFA – (Schedule of Expenditures of Federal Awards) and State Financial Assistance - This is a listing of all federal grants which had expenditures during the fiscal year. Information on the report includes the Assistance Listing number, contract number, and amount of expenditures.

Subrecipient - An organization receiving Federal or State financial assistance to carry out a program from a primary recipient or another subrecipient. Such an organization is therefore subject to certain Federal and/or audit requirements.

APPENDIX B

ACKNOWLEDGEMENT OF RECEIPT OF MANUAL

I, _____ acknowledge receipt of the Sarasota County Grants Policy and Procedures Manual. I understand as a Grant Manager, with the responsibility for overseeing a grant, I am to follow the policies and procedures laid out in this manual.

Signature

Printed Name

Date

APPENDIX C

SUBRECIPIENT RISK EVALUATION FORM

Sarasota County has a responsibility to evaluate all subrecipients which are tasked with carrying out programs and/or projects on behalf of Sarasota County.

Name of Subrecipient:

Address of Subrecipient:

Unique Entity Identifier (DUNS #):

1. Briefly describe your prior experience with subawards, containing the same or similar program and/or projects?

2. Does your agency conduct a Single Audit in accordance with 2 CFR Part 200, Subpart F-Audit Requirements or in accordance with the Florida Single Audit Act?

If yes, provide most recent completed Audit.

3. Does your agency have any new personnel working on this program?
If yes, briefly describe

4. Has your agency had a change in the management and/or software systems utilized to manage this program?
If yes, briefly describe

5. Has your agency been monitored by a Federal Agency in the last 3 years?
If yes, what was the result of the Federal Agency monitoring?

Signature of person completing form

Date

Title of person completing form

Attachment 2: Sarasota County Procurement Manual (2023)

Sarasota County Procurement Manual



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SARASOTA COUNTY PROCUREMENT MANUAL

CHAPTER 1 AUTHORITY AND PURPOSE

This Chapter implements Procurement Code Section 2-211

1.1 Introduction and Approval of the Procurement Manual

- A. The Procurement Division provides centralized procurement support and services to county departments and other offices, including appointed and elected officials, who elect to utilize Procurement Division services. This Manual shall govern the procurement activity of all departments and divisions under the Board of County Commissioners of Sarasota County.
- B. The reader is reminded to consider all the information in this Manual, as well as Standard Operating Procedures and forms, when undertaking procurement activities.
- C. The listing of policies, procedures, and practices set forth in this manual is intended to be comprehensive. Any actions not expressly permitted hereunder may be exercised only to the extent (i) they are consistent with public procurement best practices and (ii) are specifically authorized by the Procurement Official.
- D. Approval of this Manual by the County Administrator pursuant to Article 2-214 (c) of the Sarasota County Procurement Code:

Approved: 
Jonathan R. Lewis
County Administrator
Sarasota County Government

Effective Date: 09/12/23

1.2 Modifications to this Manual

- A. Modifications to this Procurement Manual shall be effective when the revised document is approved in writing by the County Administrator and a new effective date is assigned.
- B. Standard Operating Procedures (SOPs) for procurement processes shall become effective upon adoption by Procurement.

CHAPTER 2 APPLICABILITY

2.1 General Provisions

The authority to solicit for and enter into contracts provided herein requires strict compliance with the standards and procedures established in this Manual, the Sarasota County Procurement Code, and any applicable provisions of State or Federal Law.

- A. The requesting department shall be responsible for development of all plans and specifications sufficiently detailed to provide a basis for full and fair competitive solicitation. The Procurement Division will provide support and input during this process.
- B. Requesting constitutional officers or appointed officials may opt out of following the provisions of the Procurement Code by notifying the Procurement Official in writing.
- C. Environmentally Preferred Procurement standards are expressed in the Procurement Code Section 2-228. The requesting department and the Procurement staff shall jointly be accountable for applying these standards to all purchases to the extent that this is feasible.
- D. Procurement may require the requesting department to provide a market analysis prior to issuing a solicitation.
- E. The availability of funds for the current fiscal year shall be confirmed prior to any transaction or execution of any contract.

CHAPTER 3 AUTHORITY OF THE PROCUREMENT OFFICIAL

- 3.1 In accordance with Section 2-214 of the Procurement Code, the County Administrator shall appoint a Procurement Official who shall have the delegated authority for the procurement and contracting of goods and services.
- 3.2 The Procurement Official shall have the authority to interpret the Procurement Code and Procurement Manual and may issue directives for that purpose.
- 3.3 The Procurement Official may authorize in writing a designee to act on the Procurement Official's behalf in performing any actions set forth herein. The Procurement Official may not delegate authority to sign contracts.

CHAPTER 4 ETHICAL STANDARDS

This Chapter implements Procurement Code Section 2-213

4.1 Values and Guiding Principles

- A. Sarasota County has adopted the Institute for Public Procurement (NIGP) Values & Guiding Principles and Standards of Practice which can be found at www.nigp.org. These Values & Guiding Principles may be expanded, updated, and revised as this professional association may determine.
- B. Procurement actions shall embody those values, which consist of (1) Accountability; (2) Ethics; (3) Impartiality; (4) Professionalism; (5) Service; and (6) Transparency.

4.2 Ethical Standards for County Employees

Sarasota County shall conduct the procurement process in an ethical, fair, and transparent manner. The standards for such conduct are detailed in Florida Statutes and Procurement Code as follows:

- A. County employees, officers and agents shall adhere to the “Code of Ethics for Public Officers and Employees” as set forth in Part III of Chapter 112, Florida Statutes.
- B. The Procurement Code sets forth Ethical Standards in Section 2-213 which includes application of administrative actions for violation by either employees or vendors.
- C. Acceptance of gifts or gratuities, other than advertising novelties of nominal value, is strictly prohibited. No County employee shall accept gifts if the purpose of such gift would be reasonably construed to attempt to influence the employee’s official acts.
- D. During meetings with vendor representatives, employees shall not express preference for any product or service or give any information which might in any way compromise the competitive process or obligate the County.

4.3 Ethical Standards for Vendors

- A. Vendors shall uphold the highest ethical standards. Vendors who violate the Ethical Standards are subject to Suspension or Debarment as set forth in the Procurement Code Section 2-222 and Chapter 13 of this Procurement Manual.
- B. Vendors shall, at a minimum:
 - 1. Promptly disclose any conflict of interests.
 - 2. Promptly report any illegal or unethical behavior.
 - 3. Attest that information submitted in invoices is complete and correct.
- C. Vendors shall not:
 - 1. Contact, communicate with or discuss any matter relating in any way to an active solicitation with any officer, agent or employee of Sarasota County, including members of evaluation committees, other than the Procurement Official or the procurement professional named in the solicitation.
 - 2. Submit false or misleading information in response to a solicitation.
 - 3. Profit, directly or indirectly, from the use of any secret or confidential knowledge or data of the County that the vendor learns of while conducting business with the County.
 - 4. Cause or influence, or attempt to cause or influence, any County employee to use, or to attempt to use, his or her official position to secure privileges or advantages for the vendor or any other person or entity, including providing gifts.
 - 5. Compensate a County employee for the performance of any activity related to the performance of the employee’s official duties.

CHAPTER 5 DELEGATED AUTHORITY

This Chapter implements Procurement Code Section 2-214

5.1 The Sarasota County Board of County Commissioners (Board) establishes delegated spending authority by Resolution.

5.2 Delegations to the County Administrator:

The County Administrator is authorized to approve contracts and related documents in accordance with Resolution No. 2022-152.

5.3 Delegations to the County Attorney

The County Attorney is authorized to approve contracts and related documents in accordance with Resolution No. 2016-057.

5.4 Procurement Contract Delegations

The County Administrator delegates authority to approve Procurement contracts and related documents in accordance with Resolution No. 2022-152, as described below. These delegations supersede any delegations previously issued by the County Administrator for Procurement contracts and ancillary documents.

A. Communication Connection Service Agreements: An agreement to provide cable, internet, satellite, radio, telephone, and other services related to communication.

1. Initial Approval: The Chief Information Officer is delegated authority to approve Communication Connection Service Agreements up to \$250,000 per contract year.

2. Amendments:

a. The Procurement Official is delegated authority to approve amendments to Communication Connection Service Agreements that do not increase the contract amount.

b. The Chief Information Officer is delegated authority to approve amendments to Fixed Fee Agreements not previously approved by the Board provided the total contract amount does not exceed \$250,000 per contract year.

c. The Procurement Official is delegated authority to approve amendments to Communication Connection Service Agreements previously approved by the Board provided the resulting contract amount does not exceed the Board approved contract amount by more than \$150,000.

3. Renewals:

a. The Procurement Official is delegated authority to approve renewals of Communication Connection Service Agreements.

i. Contract renewals shall not increase the average annual contract amount for the prior term.

ii. If additional monies are needed at the time of renewal, the amendment process shall be followed.

- iii. The Procurement Official is delegated authority to approve renewals of any Board approved Communication Connection Service Agreements with an escalation clause setting the contract amount for renewal terms.
 - 4. Extensions: The Procurement Official is delegated authority to approve extensions of all Communication Connection Service Agreements, in the amount necessary to provide goods and services throughout the duration of that extension, not to exceed the approved average annual contract amount for the prior term.
- B. Concession Agreements: An agreement to provide goods or services directly to the public or County employees on County owned or leased property. A Concession Agreement is a type of Revenue Contract.
 - 1. Initial Approval: The County Administrator or designee is authorized to approve all new Concession Agreements.
 - 2. Amendments: The Procurement Official is delegated authority to approve amendments to all Concession Agreements.
 - a. Amendments to Concession Agreements may incorporate contract renewals pursuant to the contract terms.
 - 3. Renewals: The Procurement Official is delegated the authority to approve renewals of Concession Agreements.
 - 4. Extensions: The Procurement Official is delegated the authority to approve extensions of all Concession Agreements.
- C. Construction Project Agreements: An agreement for a stand-alone, services-based construction project with specific goals or deliverables for a limited duration. Includes construction contracts, construction manager at risk agreements, design-build agreements, professional services agreements awarded under §287.055 F.S, and Construction Manager at Risk Library project assignments. Excludes non-construction projects, Continuing Professional Services Agreements, Professional Services Library Agreements, Continuing Professional Services Work Assignments, Professional Services Library Agreement Work Assignments, Unit Price Contracts, and Unit Price Contract Work Assignments.
 - 1. Initial Approval:
 - a. The Procurement Official is delegated authority to approve new Construction Project Agreements, excluding Construction Manager at Risk Library project assignments, up to \$150,000.
 - b. Department Directors are delegated authority to approve individual Construction Manager at Risk Library project assignments up to \$150,000 each, under a Construction Manager at Risk Library Agreement that was previously approved by the Board of County Commissioners.

2. Amendments:
 - a. The Procurement Official is delegated authority to approve amendments to Construction Project Agreements, including Construction Manager at Risk Library project assignments that do not increase the contract amount.
 - b. The Procurement Official is delegated authority to approve amendments to Construction Project Agreements not approved by the Board provided the total contract amount does not exceed \$150,000.
 - c. Department Directors are delegated authority to approve amendments to Construction Manager at Risk Library project assignments not approved by the Board provided the total project assignment amount does not exceed \$150,000.
 - d. The Procurement Official is delegated authority to approve amendments to Construction Project Agreements, including Construction Manager at Risk Library project assignments, previously approved by the Board provided the resulting contract amount or project assignment amount does not exceed the Board approved amount by more than \$150,000.
- D. Continuing Professional Services Agreement: A continuing contract as defined in §287.055, F.S. or a design professional services contract procured under §287.055, F.S. that uses Work Assignments. Does not include Professional Services Library Agreements.
 1. Initial Approval: All new Continuing Professional Services Agreements must be approved by the Board.
 2. Amendments:
 - a. The Procurement Official is delegated authority to approve amendments to Continuing Professional Services Agreements that do not increase the contract amount.
 - b. The Procurement Official is delegated authority to approve amendments to Continuing Professional Services Agreements previously approved by the Board provided the total contract amount does not exceed the Board approved contract amount by more than \$150,000.
 - c. Amendments to Continuing Professional Services Agreements may incorporate contract renewals pursuant to the contract terms.
 3. Renewals:
 - a. The Procurement Official is delegated authority to approve renewals of Continuing Professional Services Agreements.
 - i. Contract renewals shall not increase the average annual contract amount for the prior term.
 - ii. If additional monies are needed at the time of renewal, the amendment process shall be followed.
 - iii. The Procurement Official is delegated authority to approve renewals of any Board approved Continuing Professional Services Agreement with an escalation clause setting the contract amount for renewal terms.

- E. Continuing Professional Services Agreement Work Assignments: An agreement that details a specific project to be performed under a Continuing Professional Services Agreement.
 - 1. Initial Approval: Department Directors are delegated authority to approve individual work assignments up to \$150,000 for a Continuing Professional Services Agreement that was previously approved by the Board.
 - 2. Amendments:
 - a. The Procurement Official is authorized to approve amendments to Continuing Professional Services Agreement Work Assignments that do not increase the work assignment amount.
 - b. Department Directors are delegated authority to approve amendments to Continuing Professional Services Agreement Work Assignments not previously approved by the Board provided the resulting work assignment amount does not exceed \$150,000.
 - c. The Procurement Official is authorized to approve amendments to Continuing Professional Services Agreement Work Assignments previously approved by the Board provided the resulting work assignment amount does not exceed the Board approved amount by more than \$150,000.
- F. Fixed Fee Agreement: An agreement where periodic payments of set amounts are made on a regular basis for the life of the contract.
 - 1. Initial Approval: The Procurement Official is delegated authority to approve new Fixed Fee Agreements up to \$150,000 per contract year. The highest expenditure in a contract year for the initial term shall determine the approval authority.
 - 2. Amendments:
 - a. The Procurement Official is delegated authority to approve amendments to Fixed Fee Agreements that do not increase the contract amount.
 - b. The Procurement Official is delegated authority to approve amendments to Fixed Fee Agreements not approved by the Board provided the total contract amount does not exceed \$150,000 per contract year.
 - c. The Procurement Official is delegated authority to approve amendments to initial Fixed Fee Agreements previously approved by the Board provided the resulting contract amount does not exceed the Board approved contract amount by more than \$150,000.
 - d. Following renewal(s), the Procurement Official is delegated authority to approve amendments to Fixed Fee Agreements previously approved by the Board provided the resulting contract amount does not exceed the Board approved contract amount by more than \$150,000 per renewal contract term. However, if the contract amount was increased in the initial or prior term, the maximum amount of the increase for this renewal term shall be \$150,000 less the prior increase combined.
 - e. Amendments to Fixed Fee Agreements may incorporate contract renewals pursuant to the contract terms.
 - 3. Renewals:
 - a. The Procurement Official is delegated authority to approve renewals of Fixed Fee agreements.

- i. Contract renewals shall not increase the average annual contract amount for the prior term.
 - ii. If additional monies are needed at the time of renewal, the amendment process shall be followed.
 - iii. The County Administrator or designee is authorized to approve renewals of any Board approved Fixed Fee Agreement with an escalation clause setting the contract amount for renewal terms.
 - 4. Extensions: The Procurement Official is delegated authority to approve extensions of all Fixed Fee Agreements, in the amount necessary to provide goods and services throughout the duration of that extension, not to exceed the approved average annual contract amount for the prior term.
- G. Leases for personal property (“Leases”): An agreement for the lease of personal property by the County. Payments are known and stated in advance and paid on a regular basis for the life of the contract.
 - 1. Initial Approval: The Procurement Official is delegated authority to approve new Leases up to \$150,000 per contract year. The highest expenditure in a contract year for the initial term shall determine the approval authority.
 - 2. Amendments:
 - a. The Procurement Official is delegated authority to approve amendments to Leases that do not increase the contract amount.
 - b. The Procurement Official is delegated authority to approve amendments to Leases not approved by the Board provided the total contract amount does not exceed \$150,000 per contract year.
 - c. The Procurement Official is delegated authority to approve amendments to initial Leases previously approved by the Board provided the resulting contract amount does not exceed the Board approved contract amount by more than \$150,000.
 - d. Following renewal(s), the Procurement Official is delegated authority to approve amendments to Leases previously approved by the Board provided the resulting contract amount does not exceed the Board approved contract amount by more than \$150,000 per renewal contract term. However, if the contract amount was increased in the initial or prior term, the maximum amount of the increase for this renewal term shall be \$150,000 less the prior increase combined.
 - e. Amendments to Leases may incorporate contract renewals pursuant to the contract terms.
 - 3. Renewals:
 - a. The Procurement Official is delegated authority to approve renewals of Leases.
 - i. Contract renewals shall not increase the average annual contract amount for the prior term.
 - ii. If additional monies are needed at the time of renewal, the amendment process shall be followed.
 - iii. The Procurement Official is delegated authority to approve renewals of any Board approved Lease with an escalation clause setting the contract amount for renewal terms.

4. Extensions: The Procurement Official is delegated authority to approve extensions of all Leases, in the amount necessary to provide goods and services throughout the duration of that extension, not to exceed the approved average annual contract amount for the prior term.
- H. Professional Services Library Agreement: A continuing contract as defined in §287.055(g), F.S. for a specific service category where there is more than one vendor. Also includes Construction Manager at Risk Library Agreements, which are construction manager at risk agreements entered into under §287.055 and §255.103 with multiple vendors for the same service category. Professional Services Library Agreements do not have a not to exceed amount; all work is assigned through Professional Services Library Agreement Work Assignments. For Construction Manager at Risk Library Agreements, work is assigned through project assignments.
1. Initial Approval: All new Professional Services Library Agreements must be approved by the Board.
 2. Amendments: The Procurement Official is delegated authority to approve amendments to Professional Services Library Agreements.
 3. Renewals: The Procurement Official is delegated authority to approve renewals of Professional Services Library Agreements.
 4. Extensions: The Procurement Official is delegated authority to approve extensions of all Professional Services Library Agreements.
- I. Professional Services Library Agreement Work Assignment: An agreement that details a specific project to be performed under a Professional Services Library Agreement.
1. Initial Approval: Department Directors are delegated authority to approve individual Professional Services Library Work Assignments up to \$150,000 under a Professional Services Library Agreement that was previously approved by the Board of County Commissioners.
 2. Amendments:
 - a. The Procurement Official is delegated authority to approve amendments to Professional Services Library Work Assignments that do not increase the work assignment amount.
 - b. Department Directors are delegated authority to approve amendments to individual Professional Services Library Work Assignments not previously approved by the Board provided the resulting work assignment amount does not exceed \$150,000.
 - c. The Procurement Official is delegated authority to approve amendments to individual Professional Services Library Work Assignments previously approved by the Board provided the resulting work assignment does not exceed the Board approved work assignment amount by more than \$150,000.
- J. Project Agreement: An agreement for a stand-alone, services-based project with specific goals or deliverables for a limited duration. Excludes Construction Project Agreements, professional services agreements awarded under §287.055 F.S., Continuing Professional Services Agreements, Professional Services Library Agreements, Continuing Professional Services Work Assignments, and Professional Services Library Agreement Work Assignments, Unit Price Contracts, and Unit Price Contract Work Assignments.

1. Initial Approval: The Procurement Official is delegated authority to approve new Project Agreements up to \$150,000 for the entire contract.
 2. Amendments:
 - a. The Procurement Official is delegated authority to approve amendments to Project Agreements that do not increase the contract amount.
 - b. The Procurement Official is delegated authority to approve amendments to Project Agreements not approved by the Board provided the total contract amount does not exceed \$150,000.
 - c. The Procurement Official is delegated authority to approve amendments to Project Agreements approved by the Board provided the total contract amount does not exceed the Board approved contract amount by more than \$150,000.
- K. Project Plus Agreement: Any Project Agreement that also includes monthly maintenance, licenses, warranties or other products or services that add to the total contract price.
1. Initial Approval: The Procurement Official is delegated authority to approve new Project Plus Agreements up to \$150,000 per contract year. The highest expenditure in a contract year for the initial term shall determine the approval authority.
 2. Amendments:
 - a. The Procurement Official is delegated authority to approve amendments to Project Plus Agreements that do not increase the contract amount.
 - b. The Procurement Official is delegated authority to approve amendments to Project Plus Agreements not approved by the Board provided the total contract amount does not exceed \$150,000 per contract year.
 - c. The Procurement Official is delegated authority to approve amendments to initial Project Plus Agreements previously approved by the Board provided the resulting contract amount does not exceed the Board approved contract amount by more than \$150,000.
 - d. Following renewal(s), the Procurement Official is delegated authority to approve amendments to Project Plus Agreements previously approved by the Board provided the resulting contract amount does not exceed the Board approved contract amount by more than \$150,000 per renewal contract term. However, if the contract amount was increased in the initial or prior term, the maximum amount of the increase for this renewal term shall be \$150,000 less the prior increase combined.
 - e. Amendments to Project Plus Agreements may incorporate contract renewals pursuant to the contract terms.
 3. Renewals:
 - a. The Procurement Official is delegated authority to approve renewals of Project Plus agreements.
 - i. Contract renewals shall not increase the average annual contract amount for the prior term.
 - ii. If additional monies are needed at the time of renewal, the amendment process shall be followed.

- iii. The County Administrator or designee is authorized to approve renewals of any Board approved Project Plus Agreement with an escalation clause setting the contract amount for renewal terms.
 - 4. Extensions: The Procurement Official is delegated authority to approve extensions of all Project Plus Agreements, in the amount necessary to provide goods and services throughout the duration of that extension, not to exceed the approved average annual contract amount for the prior term.
- L. Revenue Contract: Contract that produces revenue for the County.
 - 1. Initial Approval: The County Administrator or designee is authorized to approve all new Revenue Contracts.
 - 2. Amendments: The Procurement Official is delegated authority to approve amendments to all Revenue Contracts.
 - a. Amendments to Revenue Contracts may incorporate contract renewals pursuant to the contract terms.
 - 3. Renewals: The Procurement Official is delegated authority to approve renewals of Revenue Contracts.
 - 4. Extensions: The Procurement Official is delegated authority to approve extensions of Revenue Contracts.
- M. Task Order: An order for services placed against an existing contract which explicitly provides for ordering services using competitive quotes. A task order may be referred to as a job order, work order or work assignment. Does not include Professional Services as defined in §287.055(g), F.S.
 - 1. Initial Approval: Department Directors are delegated authority to approve Task Orders, unless the Term Contract includes a specific delegation, which shall control.
 - 2. Amendments: Department Directors are delegated authority to approve amendments to Task Orders.
- N. Term Contract: An agreement for a set term where goods or services are supplied on an as needed or scheduled basis according to predetermined unit prices. There are Term Contracts which have a not-to-exceed expenditure cap (NTE Cap) and those that have no expenditure cap.
 - 1. Initial Approval
 - a. Term Contracts with a NTE Cap: The Procurement Official is delegated authority to approve new Term Contracts with a NTE Cap of up to \$150,000 per contract year. Multi-year contracts may exceed \$150,000 in expenditures in any year, provided the total contract amount does not exceed an average of \$150,000 per contract year for the initial term of the contract.
 - b. Term Contracts with No Expenditure Cap: Term Contracts with no expenditure cap must be approved by the Board.
 - 2. Amendments:
 - a. The Procurement Official is delegated authority to approve amendments to Term Contracts that do not increase the contract amount.

- b. Term Contracts with a NTE Cap:
 - i. The Procurement Official is delegated authority to approve amendments to Term Contracts not approved by the Board provided the resulting NTE Cap does not exceed an average of \$150,000 per contract year.
 - ii. The Procurement Official is delegated authority to approve amendments to initial Term Contracts previously approved by the Board provided the resulting NTE Cap does not exceed the Board approved NTE Cap by more than \$150,000.
 - iii. Following renewal(s), Procurement Official is delegated authority to approve amendments to Term Contracts previously approved by the Board, provided the resulting NTE Cap does not exceed the Board approved NTE cap by more than \$150,000 per renewal contract term. However, if the NTE Cap was increased in the initial or prior renewal term, after Board approval, the maximum amount of the increase for this renewal term shall be \$150,000 less the prior NTE Cap increase combined.
 - c. Amendments to Term Contracts may incorporate contract renewals pursuant to the contract terms.
3. Renewals:
- a. The Procurement Official is delegated authority to approve renewals of Term Contracts.
 - i. Contract renewals shall not increase the average annual contract amount for the prior term.
 - ii. If additional monies are needed at the time of renewal, the amendment process shall be followed.
 - iii. The Procurement Official is delegated authority to approve renewals of any Board approved Term Contract with an escalation clause setting the contract amount for renewal terms.
4. Extensions: The Procurement Official is delegated authority to approve extensions of all Term Contracts, in the amount necessary to provide goods and services throughout the duration of that extension, not to exceed the approved average annual contract amount for the prior term.
- O. Unit Price Contract: A type of Term Contract for goods or services provided as a series of projects where the price per project is determined by the cost per unit of products and/or services rather than a lump sum. Typically used for small construction services and repairs, and consulting agreements for a set term that result in work assignments. There are Unit Price Contracts which have a not-to-exceed expenditure cap (NTE Cap) and those that have no expenditure cap.
1. Initial Approval:
- a. Unit Price Contracts with a NTE Cap: The Procurement Official is delegated authority to approve new Unit Price Contracts with a NTE Cap of up to \$150,000 per contract year. Multi-year contracts may exceed \$150,000 in expenditures in any year, provided the total contract amount does not exceed an average of \$150,000 per contract year for the initial term of the contract.

- b. Unit Price Contracts with No Expenditure Cap: Unit Price Contracts with no expenditure cap must be approved by the Board.
 - 2. Amendments:
 - a. The Procurement Official is delegated authority to approve amendments to Unit Price Contracts that do not increase the contract amount.
 - b. Unit Price Contracts with a NTE Cap:
 - i. The Procurement Official is delegated authority to approve amendments to Unit Price Contracts not approved by the Board provided the resulting NTE Cap does not exceed an average of \$150,000 per contract year.
 - ii. The Procurement Official is delegated authority to approve amendments to initial Unit Price Contracts previously approved by the Board provided the resulting NTE Cap does not exceed the Board approved NTE Cap by more than \$150,000.
 - iii. Following renewal(s), the Procurement Official is delegated authority to approve amendments to Unit Price Contracts previously approved by the Board, provided the resulting NTE Cap does not exceed the Board approved NTE cap by more than \$150,000 per renewal contract term. However, if the NTE Cap was increased in the initial or prior renewal term, the maximum amount of the increase for this renewal term shall be \$150,000 less the prior NTE Cap increase combined.
 - c. Amendments to Unit Price Contracts may incorporate contract renewals pursuant to the contract terms.
 - 3. Renewals: The Procurement Official is delegated authority to approve renewals of Unit Price Contracts.
 - i. Contract renewals shall not increase the average annual contract amount for the prior term.
 - ii. If additional monies are needed at the time of renewal, the amendment process shall be followed.
 - iii. The Procurement Official is delegated authority to approve renewals of any Board approved Unit Price Contract with an escalation clause setting the contract amount for renewal terms.
 - 4. Extensions: The Procurement Official is delegated authority to approve extensions of all Unit Price Contracts, in the amount necessary to provide goods and services throughout the duration of that extension, not to exceed the approved average annual contract amount for the prior term.
- P. Unit Price Work Assignment: A specific project under a Unit Price Contract that details the work scope, project schedule and budget for performance of the work which must be approved by the County and vendor.
- 1. Initial Approval: Department Directors are delegated authority to approve individual Unit Price Work Assignments up to \$150,000 under a Unit Price Contract that was previously approved by the Board of County Commissioners.
 - 2. Amendments:
 - a. The Procurement Official is delegated authority to approve amendments to Unit Price Work Assignments that do not increase the work assignment amount.

- b. Department Directors are delegated authority to approve amendments to individual Unit Price Work Assignments not previously approved by the Board provided the resulting work assignment amount does not exceed \$150,000.
 - c. The Procurement Official is delegated authority to approve amendments to individual Unit Price Work Assignments previously approved by the Board provided the resulting work assignment does not exceed the Board approved work assignment amount by more than \$150,000.
- Q. Work Assignment: A specific project under a Master Contract that details the work scope, project schedule and budget for performance of the work and which must be approved by the County and vendor. A Master Contract is defined as a contract that establishes general terms and conditions that govern subsequently issued work assignments; this may include a Board approved delegation that is different than those outlined above. Excludes Continuing Professional Services Work Assignments, Professional Services Library Agreement Work Assignments, and Unit Price Contract Work Assignments.
- 1. Initial Approval: Department Directors are delegated authority to approve individual work assignments up to \$150,000 under a Contract that was previously approved by the Board.
 - 2. Amendments:
 - a. Department Directors are delegated authority to approve amendments to work assignments not previously approved by the Board provided the resulting work assignment does not exceed \$150,000.
 - b. The Procurement Official is delegated authority to approve amendments to work assignments previously approved by the Board, so long as the resulting work assignment does not exceed the Board approved amount by more than \$150,000.

5.5 Additional Delegations

The County Administrator delegates authority to approve Procurement contracts and related documents in accordance with Resolution No. 2022-152, as described below.

- A. Ancillary Document: Any document related to a procurement that does not create a separate obligation to purchase goods or services or alter the performance obligations under a procurement contract or agreement.
 - 1. The Procurement Official is delegated authority to approve all ancillary documents.
- B. Assignment & Assumption Agreement: An agreement that permits a vendor to assign its contractual obligations and rights to another party who within the same agreement assumes those contractual obligations and rights.
 - 1. The Procurement Official is delegated authority to approve Assignment and Assumption agreements of contracts authorized under the Procurement Code.
- C. Assumption Agreement: An agreement that permits a vendor to assume the contractual obligations and rights of another party.

The Procurement Official is delegated authority to approve Assumption Agreements of contracts authorized under the Procurement Code.

- D. Cooperative Purchase: A purchase competitively solicited and awarded by another entity that is “piggybacked” by the County.
1. Initial Approval: The Procurement Official is delegated authority to approve expenditures against approved Cooperative Purchases of up to \$150,000 per year.
 2. Revisions:
 - a. The Procurement Official is delegated authority to approved revisions to Cooperative Purchases that do not increase the approved amount.
 - b. The Procurement Official is delegated authority to approve revisions of Cooperative Purchases not previously approved by the Board provided the approved Cooperative Purchase amount does not exceed \$150,000 per fiscal year, contract year, or project amount, as stated on the Cooperative Purchase.
 - c. The Procurement Official is delegated authority to approve revisions to Cooperative Purchases previously approved by the Board provided the resulting Cooperative Purchase amount does not exceed the Board approved amount by more than \$150,000 per fiscal year, contract year, or project amount, as applicable.
 3. Renewals:
 - a. The Procurement Official is delegated authority to approve renewals to Cooperative Purchases.
 - b. The Procurement Official is delegated authority to approve renewals of any Board approved Cooperative Purchases with an escalation clause setting the amount for renewal terms.
- E. Business Associate Agreement: An agreement that is between the County and a Business Associate as defined in the Health Information Portability and Accountability Act regarding uses of protected health information.

The Procurement Official is delegated authority to approve all Business Associate Agreements.

- F. Emergency Procurement: A procurement made due to an unexpected and urgent situation where health and safety or the conservation of public resources is at risk.

The Procurement Official is delegated authority to approve any contract up to \$150,000 in the event of an emergency procurement made pursuant to Section 2-217 of the Procurement Code.

- G. Exemption: A procurement made without a competitive process, as defined in the Procurement Code.

1. Initial Approval: The Procurement Official is delegated authority to approve expenditures and issue Purchase Orders for exempt procurements of up to \$250,000 per year.
2. Revisions: The Procurement Official is delegated authority to approve revisions to Exemptions previously approved by the Board provided the resulting Exemption amount does not exceed the Board approved Exemption amount by more than \$150,000 per fiscal year, contract year, or project amount, as stated on the Exemption.

- H. Non-Disclosure Agreement: An agreement by which one or more parties agree not to disclose confidential information that they have shared with each other as a necessary part of doing business together.

The Procurement Official is delegated authority to approve Non-Disclosure Agreements.

- I. Indemnity Agreement. County indemnity obligations for County's conduct that do not exceed the sovereign immunity waiver amount provided in §768.28, F.S., shall not affect the delegation of approval authority under this Resolution. County indemnity obligations for County's conduct that exceed the equivalent of the sovereign immunity waiver amount provided in §768.28, F.S. shall be approved by the Board, except that, if the state or federal government is the indemnified party, the County Administrator or designee may approve the agreement. Once approved by the Board, an agreement containing the indemnity obligation may be renewed, amended, or extended as though it did not contain such obligation, provided the indemnity obligation is not increased. This provision does not and is not intended to waive the County's sovereign immunity, nor to authorize any actions in contravention of the Florida constitution.
- J. Purchase Order: The Procurement Official is authorized to approve Purchase Orders up to the Board or County Administrator authorized amount.
- K. Purchases without a Formal Contract: For purchases made solely by a purchase order, the Procurement Official is delegated authority to approve purchases in an amount up to \$150,000.00 per fiscal year or per project.
- L. Single Source: A non-competitive procurement made at the discretion of the Procurement Official, whereby purchases are limited to one source due to the need for standardization, maintenance of warranty, or other factors.
 - 1. Initial Approval: The Procurement Official is delegated authority to approve expenditures against approved Single Source requests of up to \$150,000 per year.
 - 2. Revisions:
 - a. The Procurement Official is delegated authority to approved revisions to Single Sources that do not increase the approved amount.
 - b. The Procurement Official is delegated authority to approve revisions to Single Sources not previously approved by the Board provided the approved Single Source amount does not exceed \$150,000 per fiscal year, contract year, or project amount, as stated on the Single Source.
 - c. The Procurement Official is delegated authority to approve revisions to Single Sources previously approved by the Board provided the resulting Single Source amount does not exceed the Board approved Single Source amount by more than \$150,000 per fiscal year, contract year, or project amount, as stated on the Single Source.
- M. Sole Source: A non-competitive procurement made at the discretion of the Procurement Official, when only one vendor has the capability to provide the required product or service.

1. Initial Approval: The Procurement Official is delegated authority to approve expenditures against approved Sole Source requests of up to \$150,000 per year
 2. Revisions:
 - a. The Procurement Official is delegated authority to approved revisions to Sole Sources that do not increase the approved amount.
 - b. The Procurement Official is delegated authority to approve revisions to Sole Sources not previously approved by the Board provided the approved Sole Source amount does not exceed \$150,000 per fiscal year, contract year, or project amount, as stated on the Sole Source.
 - c. The Procurement Official is delegated authority to approve revisions to Sole Sources previously approved by the Board provided the resulting Sole Source amount does not exceed the Board approved Sole Source amount by more than \$150,000 per fiscal year, contract year, or project amount, as stated on the Sole Source.
- N. Termination: The Procurement Official is delegated authority to approve terminations of contracts authorized under the Procurement Code.
- O. Waiver: A procurement made without a competitive process, at the discretion of the Procurement Official, due to unique circumstances, as defined in the Procurement Code.
1. Initial Approval: The Procurement Official is delegated authority to approve expenditures against approved Waiver requests of up to \$150,000 per year.
 2. Revisions:
 - a. The Procurement Official is delegated authority to approved revisions to Waivers that do not increase the approved amount.
 - b. The Procurement Official is delegated authority to approve revisions to Waivers not previously approved by the Board provided the approved Waiver amount does not exceed \$150,000 per fiscal year, contract year, or project amount, as stated on the Waiver.
 - c. The Procurement Official is delegated authority to approve revisions to Waivers previously approved by the Board provided the resulting Waiver amount does not exceed the Board approved Waiver amount by more than \$150,000 per fiscal year, contract year, or project amount, as stated on the Waiver.
- P. Sheriff Special Detail Contracts
1. The Risk Management Manager is delegated authority to approve Special Detail Contracts with the Sarasota County Sheriff's Office in an amount not to exceed \$150,000 per contract.

CHAPTER 6 PREFERENCES

This Chapter implements Procurement Code Section 2-215

6.1 Local and American business preference will be applied to competitive sealed bids (Invitation for Bids) or quotes (Invitation for Quotes) and competitive sealed proposals (Request for Proposals) in accordance with Section 2-215 of the Procurement Code.

6.2 Definitions

A. Pursuant to Section 2-215 (a) (1) of the Procurement Code, “Local Business” means:

1. The vendor has paid a local business tax either to Sarasota, Manatee or Charlotte County, if applicable, or is a business entity registered with the State of Florida Division of Corporations indicating a principal office located in Sarasota, Manatee, or Charlotte County or presents other verifiable documents to substantiate business location in Sarasota, Manatee or Charlotte County that are satisfactory to the Procurement Official, and;
2. Vendor has maintained a permanent physical business address located within the limits of either Sarasota, Manatee or Charlotte County from which the vendor operates or performs business for at least one year prior to the submission of a response to a Sarasota County solicitation, and;
3. Vendor has at least five full time employees or one principal officer at this location.

B. Pursuant to Section 2-215 (a) (2) of the Procurement Code, “American Business” means:

1. A business entity that is formed and registered in a state within the United States of America or the District of Columbia; or
2. A sole proprietorship or general partnership that is not registered as an entity, but where the principal office is located in a state within the United States of America or the District of Columbia and the sole proprietor or partners are U.S. citizens or permanent residents; or
3. A joint venture that is not registered as a business entity in a state within the United States of America or the District of Columbia where at least 50% of the joint venturers qualify under either (1) or (2) above.

6.3 Local and American Business Preference Submittal Requirements

A. Bidders and Proposers wishing to be granted local business preference or American business preference must submit all required documentation as stated in the solicitation, including a Local and American Business Preference Certification.

B. Bidders and Proposers may be required to submit additional documentation to substantiate they are a local business or an American business. Failure to provide verifiable documentation within five business days of request by the County may result in the Bidder or Proposer being deemed ineligible to receive local business preference or American business preference.

- C. Bidders or proposers who submit falsified data may be suspended or debarred in accordance with Section 2-222 of the Procurement Code.

6.4 Local and American Business Preference Application

Preferences will be applied in accordance with Sarasota County Procurement Code Section 2-215 (b) and (c).

1. Competitive sealed bids or quotes

- a. When applying preferences to Invitations for Bids (IFB) and Invitations for Quotes (IFQ), a Procurement representative will notify the eligible local business or American business in writing that they have five (5) business days to resubmit a bid or quote that is less than or equal to the low bid or quote submitted by the non-local or non-American business.
- b. Failure of an eligible local business or American business to submit a revised bid or quote that is less than or equal to the low bid or quote submitted by the lowest responsive and responsible non-local or non-American business will make them ineligible for award.
- c. Where multiple awards may result from a single solicitation, local business and American business preferences will be applied to each award.
- d. For IFB's or IFQ's where the **highest** responsive and responsible bidder receives the award, preferences will be applied to the highest responsive and responsible local business or American business, as applicable. All other procedures are the same as for IFB's or IFQ's where the lowest responsive and responsible bidder is awarded, except that the revised bid or quote must meet or exceed the bid of the highest responsive and responsible non-local business or non-American business.

2. Competitive Sealed Proposals

- a. When applying local and American business preferences to Requests for Proposals (RFPs), the Procurement representative will apply points (equaling 10% of the total points available) as allotted in the evaluation criteria published in the solicitation, to any eligible local business or American business.
- b. Price matching does not apply to competitive sealed proposals.

CHAPTER 7 PROCUREMENT STANDARDS

This Chapter implements Procurement Code Section 2-216

7.1 Procurement Standards

- A. Purchases shall be in the best interest of Sarasota County, maximize competition and be prudent spending to the greatest extent feasible.
- B. Purchases shall not be divided to circumvent competitive procurement requirements.
- C. Federal or State funded purchases shall follow the procurement requirements of that agency as stated in the funding (grant) document.

- D. Procurement shall maintain standards for fair and open competition including specification writing and making awards.

CHAPTER 8 SOLICITATION REQUIREMENTS

8.1 Department Responsibilities

For each solicitation, the requesting Department shall:

- A. Submit a Solicitation Request form in OnBase to initiate each procurement of goods and /or services. Each Solicitation Request shall include a scope and/or specifications, any drawings or plans, and a list of known vendors for the required goods and/or services.
 - 1. Specifications shall be sufficiently detailed to provide for full and fair competition.
- B. Provide a draft bid form or price proposal that adequately itemizes the items for which pricing is required.
- C. If a purchase is partially or fully funded by a grant, the Department must provide any specific grant requirements which have been approved by the Grants division prior to submission.
- D. Recommend qualified committee members and advisors for each proposal-based solicitation.

8.2 Procurement Responsibilities

For each solicitation, Procurement shall:

- A. In collaboration with the department representative(s), determine the appropriate procurement method and develop the solicitation documents.
- B. Review specifications and/or scope of work submitted by the Department to ensure the language is clear, competitive, and concise. If Procurement identifies any potential area in the specifications or scope of work that may require modifications, Procurement shall make a recommendation to the department for consideration. NOTE: No changes to technical specifications should be recommended unless a potential error is identified, or restriction of competition is evident. Changes may be made by Procurement to clarify intent and to correct grammatical and formatting issues.
- C. Review and approve recommended committee members and advisors for each proposal-based solicitation.
- D. Solicit written bids, quotes, proposals, or responses by advertising the solicitation in OpenGov Procurement (OpenGov), and in compliance with requirements of the funding source or grantor.
 - 1. Notify known vendors and interested local business organizations of upcoming solicitations prior to releasing the solicitation in OpenGov.
- E. Conduct a responsiveness review and facilitate the evaluation of responses.
- F. Prepare a Notice of Recommended Award for approval by the Procurement Official.
- G. Draft a contract (when applicable) using the appropriate adopted contract template.

CHAPTER 9 THRESHOLD LEVELS

- A. The Board of County Commissioners have established by Resolution No. 2022-152 the following threshold purchasing categories for procurements:
 - 1. Category One: A purchase in the amount of \$10,000.00 or less (also referred to as a Small Purchase). A minimum of one quote is required.
 - 2. Category Two: A purchase in an amount greater than 10,000.00 up to \$50,000. Use of the informal quote method is required.
 - 3. Category Three: A purchase in an amount greater than \$50,000.00 up to \$150,000.00. Use of the formal quote method or a formal solicitation, as determined by the Procurement Official, is required.
 - 4. Category Four: A purchase in an amount greater than \$150,000.00 A formal competitive solicitation is required.
 - 5. Emergency Procurement. Threshold purchasing category requirements are waived in the event of an emergency procurement made pursuant to Section 2-217 of the Procurement Code.
 - 6. Waiver. The Procurement Official may waive the competitive requirements for those procurement categories eligible for waiver of competition pursuant to Section 2-218 of the Procurement Code. This includes those categories considered Exemptions.

CHAPTER 10 COMPETITIVE PROCUREMENT METHODS

10.1 Single Quotes (Category 1 – Small Purchases)

- A. The Single Quote process may be used for purchases not exceeding \$10,000.00.
- B. Small purchases are awarded without competition. A single quote, obtained by the Department, is required. Price may be determined orally, by current catalogs or brochures, advertisements, or similar sources. All costs pertaining to the purchase, including delivery, service charges, etc., shall be included when the requisition for the purchase is submitted or documented per the procedures in the Purchasing Card Manual.
- C. Sourcing Assistance: Departments or Divisions may request an electronic list of registered vendors for commodities or services from Procurement if such assistance is needed. Local Vendors and Sarasota County Green Business Partners should be reviewed and given consideration for the purchase when it is in the best interest of Sarasota County.

10.2 Quick Quotes (Informal Quotes - Category Two)

- A. A Quick Quote is the informal procurement method used for Category two purchases. Electronic quotes are submitted by vendors in response to a Quick Quote.
 - 1. The Quick Quote process may be used for purchases not exceeding \$50,000.00 under the following conditions:
 - a. One-time purchase or Product or service needed on an intermittent basis; and
 - b. No additional terms & conditions required; and

- c. No contract required
 - 2. Quick Quotes are not to be initiated for the following types of purchases:
 - a. Estimated cost is greater than \$50,000.00; or
 - b. Product or service needed on a routine & recurring basis; or
 - c. Multi-year term is required; or
 - d. Additional terms and conditions required; or
 - e. Contract is required
- B. Quotes are obtained by delegated Department representatives using the OpenGov platform.
 - 1. Procurement shall provide Quick Quote training to Department representatives using the OpenGov platform.
 - 2. Procurement shall periodically audit Category 2 purchases to ensure compliance with adopted policies and procedures. Failure to comply with adopted policies and procedures may result in disciplinary action, including revocation of Quick Quote delegation.
- C. Verbal Quotes may be authorized by the Procurement Official when a Quick Quote is not feasible, as determined by the Procurement Official, or when a Quick Quote results in no responsive and responsible bidders.
- D. Quick Quotes are awarded to the responsive and responsible offeror submitting the lowest quoted price. Local preference is not applicable to the award of Quick Quotes.
- E. Quick Quote Tie Breaking Procedures: Whenever two or more quotes for goods or services are determined to be equal with respect to price, quality and service, award shall be made based on random selection before at least one witness.

10.3 Invitation for Quotes (Formal Quotes - Category Three)

- A. An Invitation for Quotes (IFQ) is the formal procurement method used for Category three purchases. Sealed quotes are submitted in response to a formal Invitation for Quotes.
 - 1. The IFQ process may be used for purchases not exceeding \$150,000.00 per project or per contract year.
- B. Formal Quotes are obtained by Procurement Staff in the OpenGov platform.
- C. IFQ's are awarded to the responsive and responsible offeror submitting the lowest quoted price.
 - 1. In awarding IFQ's, preference shall be given to local businesses in accordance with Section 2-215 of the Procurement Code.
- D. IFQ Tie Breaking Procedures: Whenever two or more quotes for goods or services are determined to be equal with respect to price, quality and service, the quote received from the business that certifies it has implemented a drug-free workplace program pursuant to Section 287.087; Florida Statutes shall be given preference in the award process. If neither

or all of the tied vendors have certified that they are drug-free workplaces, award shall be made based on random selection by the Procurement Official, before at least one witness.

10.4 Invitation for Bids (IFB)

- A. An Invitation for Bids (IFB) is the formal procurement method used for Category Four purchases. Sealed bids are submitted in response to a formal IFB.
- B. Formal bids are obtained by Procurement staff in the OpenGov platform. A bid opening is the official process in which sealed bids are opened, at the time and date specified in the IFB. Bid openings are open to the public.
- C. IFB's are awarded to the responsive and responsible bidder submitting the lowest bid price or best value as defined in the solicitation.
 - 1. In awarding IFB's, preference shall be given to local businesses in accordance with Section 2-215 of the Procurement Code.
 - 2. No contract shall be awarded or transaction authorized until the Notice of Recommended Award has been announced and the time for filing a protest or if a protest has been filed, the time for an appeal has run pursuant to Protests Section 2-221 of the Procurement Code.
- D. IFB Tie Breaking Procedures: Whenever two or more bids for goods or services are determined to be equal with respect to price, quality and service, the bid received from the business that certifies it has implemented a drug-free workplace program pursuant to Section 287.087; Florida Statutes shall be given preference in the award process. If neither or all of the tied bidders have certified that they are drug-free workplaces, award shall be made based on random selection by the Procurement Official before at least one witness.

10.5 Request for Proposals (RFP)

- A. A Request for Proposals is a formal method used to solicit proposals from potential providers for goods and services. The RFP process may be used when price is not the primary evaluation factor. An RFP provides for the negotiation of all terms, including price (to the extent permitted by the RFP), prior to execution of a contract with the selected proposer.
- B. Proposals are obtained by Procurement staff using the OpenGov platform.
 - 1. The RFP documents may include, but are not limited to, general information, qualification requirements, applicable laws, and rules, functional or general specifications, performance specifications, statement of work, proposal instructions, and evaluation criteria.
 - 2. An evaluation committee is established for each RFP to evaluate proposals and recommend award.
- C. RFPs are awarded using a point allocation system to score proposers in order to determine the responsive and responsible proposer or proposers whose proposal, in the sole opinion of the evaluation committee, is determined to be the provide the best value to the County.

1. If any member of the evaluation committee requests presentations, presentations or interviews shall be scheduled.
 2. Presentations or interviews will be required from no fewer than the three highest scoring Proposers (or all Proposers if there are less than 3) under the following circumstances:
 - a. The estimated costs of services are in excess of \$350,000 (either annually or for the total project); or
 - b. Scoring results in 5 points or less between the highest scoring proposer and the 2nd highest scoring proposer; or
 - c. The solicitation documents specify that presentations or interviews will be required.
 3. In the event the evaluation committee conducts presentations or interviews the evaluation committee shall rank only those short-listed proposers providing presentations or interviews. Ranking shall be determined without regard to the score established as a result of the evaluation of written proposals.
 4. Scoring is not required if only one responsive and responsible proposal is received. In such event the evaluation committee shall review the proposal and recommend either proceeding with award or re-solicitation.
 5. In awarding RFPs, preference shall be given to local businesses in accordance with Section 2-215 of the Procurement Code.
 - a. Section 2-215 (i) of the Procurement Code grants preference to local businesses in the evaluation of an RFP. Proposers who qualify as a local business shall be granted points up to a maximum of 10% of the total points allotted.
 - b. This preference does not apply to those operations classified as Professional Services, as defined in Section 287.055, F.S. (CCNA).
- D. RFP Tie Breaking Procedures – A tie shall exist whenever two or more proposals receive the same final score. Tie breaking procedures shall only be applied when a tie exists between the highest ranking or scoring proposers. The tie breaking procedure shall only be applied in the final step of the selection process. If presentations or interviews are not conducted, tie breaking procedures will be applied at the conclusion of the evaluation and scoring of the written proposals. If presentations or interviews are conducted, tie breaking procedures will be applied at the conclusion of the presentations or interviews and ranking of the proposers.
1. Whenever two or more proposals are determined to be equal with respect to price, quality, and service, the proposal from the business that certifies that it has implemented a drug-free workplace program pursuant to Section 287.087; Florida Statutes shall be given preference in the award process.
 2. If the tied Proposers have all implemented a drug-free workplace program, and a tie continues to exist, the award shall be made based on random selection by the Procurement Official before at least one witness.

10.6 Request for Professional Services (RPS)

- A. A Request for Professional Services (“RPS”) is a formal method used to solicit proposals from firms qualified to provide professional engineering, architectural, landscape architectural and survey and mapping services. Florida Statute provides standards for defining a project (Section 287.055 (2)(f), Florida Statutes). An RPS may be used to procure other services as provided for by law.
 - 1. Solicitation of these services is subject to the Consultant’s Competitive Negotiations Act (CCNA) established by 287.055 Florida Statutes which establishes definitions of terms, and formal process for the procurement of professional services.
- B. Proposals are obtained by Procurement staff using the OpenGov platform. All professional services for work defined per Section 287.055 estimated to cost equal to or in excess of the category amounts per Section 287.017, Florida Statutes must be solicited through a formal Request for Professional Services.
 - 1. If required services are not included in the Professional Services Library, or the estimated fees are less than the statutory threshold, Procurement shall determine the appropriate selection process.
 - 2. If the estimated fees are \$10,000.00 or less, a single quote may be obtained by the Department to select a qualified professional service provider.
 - 3. If the estimated fees are more than the County’s single quote threshold, but less than the maximum permitted under F.S. 287.055 (4) (c), a Request for Qualifications may be utilized to solicit qualifications from a minimum of three professional service providers.
- C. The County’s Professional Services Library and Construction Manager at Risk Library are the primary vehicles by which the County solicits continuing contracts under the provisions of F.S. 287.055 Section 2 (g) (“continuing contracts”).
- D. Each RPS shall be awarded based upon an allocation of points associated with specific criteria set forth in the RPS document to the responsive and responsible Proposer or Proposers whose proposal, in the sole opinion of the evaluation committee, is determined to be the most qualified to perform the work.
 - 1. If any member of the evaluation committee requests presentations, presentations or interviews shall be required. Ranking shall be determined without regard to the score established as a result of the evaluation of written proposals. In the event the evaluation committee conducts presentations or interviews the Committee shall rank only those short-listed proposers providing presentations or interviews.
 - a. For projects under the defined conditions and definition of estimated project costs per Section 287.055, which the project costs (including total design and construction costs) are estimated to be at or in excess of the category amounts per Section 287.017 Florida Statute, the proposers with the three highest scores will be short-listed and invited to make presentations to the evaluation committee. Following the presentations, the evaluation committee will rank the short-listed proposers and

recommend the first ranked proposer for award. Ranking shall be determined without regard to the score established as a result of the evaluation of written proposals.

2. Scoring is not required if only one responsive and responsible proposal is received. In such event the evaluation committee shall review the proposal and recommend either proceeding with award or re-solicitation.
- E. RPS Tie Breaking Procedures: A tie shall exist whenever two or more proposals receive the same final score. Tie breaking procedures shall only be applied when a tie exists between the highest ranking or scoring proposers. The tie breaking procedure is only applied in the final step of the selection process. If presentations or interviews are not conducted, tie breaking procedure will be applied at the conclusion of the evaluation and scoring of written proposals. If presentations or interviews are conducted, tie breaking procedures will be applied at the conclusion of the presentations or interviews and ranking of the proposers.
1. In the event of a tie, award shall be made to the proposer with the lower volume of work previously awarded by the County. Volume of work shall be calculated based upon total dollars paid to the proposer in the twenty-four months prior to the RPS submittal deadline. Payment information will be retrieved from the OneSolution financial system. Payments made to sub-consultants will not be included in this calculation.
 2. In the event a tie still exists, award will be made based on random selection by the Procurement Official before at least one witness.
- F. Continuing Contracts - A continuing contract is defined under the Section 287.055(2)(g) Florida Statutes (Consultants' Competitive Negotiation Act).
1. Library Qualification and Selection Process
 - a. Criteria used to evaluate responses are defined in each Request for Professional Services.
 - b. Professional services firms wishing to do business with Sarasota County on a continuing contractual basis are required to submit qualifications in response to a Request for Professional Services for each Service Category where they wish to provide services.
 - c. Sarasota County staff will review and score all submittals and based on the content of the submittals in accordance with applicable evaluation criteria.
 - d. Firms will be scored and considered for placement in the Library for that Service Category.
 - e. Sarasota County reserves the right to confirm a firm's qualifications in order to remain in the Library for each Service Category. Firms unable to meet minimum qualifications will be removed from the Service Category by the Procurement Official.

G. Libraries

1. The Professional Services Library is a group of firms selected to provide professional engineering, architectural, landscape architectural and mapping & surveying services on an on-going basis through the use of continuing service contracts.
2. The Construction Manager at Risk Library is a group of firms selected to provide construction manager services on an on-going basis through the use of continuing service contracts.
3. Libraries may be utilized only for projects corresponding to the definition of “Continuing Contract” established under Section 287.055, F.S. (CCNA).
4. Except as provided below, no work assignment or project assignment shall be issued without reasonable expectation that all tasks will be completed prior to the expiration or termination date of the contract governing the work assignment.
 - a. Under extraordinary circumstances and at the discretion of the Procurement Official, work assignments or project assignments may be issued that are not anticipated to be completed prior to the expiration or termination date of the contract governing the work assignment or project assignment. The Procurement Official shall consider the immediate need to accomplish the work, unavailability of a new contract for such work, extraordinary expense if the work is delayed, and other relevant factors when making such determination. Approval of any such contract extension shall be made in writing by the Procurement Official.

H. Library Assignments

1. Professional Services Library Work Assignments
 - a. Work assignments within each service category are awarded on a rotational basis.
 - b. For each service category, Procurement will place qualifying firms in the Professional Services Library in the order they are ranked, with the highest scoring firm placed in the first position in the rotation.
 - c. As each work assignment is identified the next firm in the rotation will be offered the opportunity to negotiate that work assignment with the County’s Administrative Agent.
 - d. Should a firm decline a work assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the County within a reasonable time frame, the County will contact the next firm on the list until the work assignment is successfully negotiated.
 - i. Firms will have the option of rejecting one work assignment within each service category within a twelve-month period without penalty. A second work assignment rejection within any twelve-month period will cause the firm to be skipped in the rotation. A firm who rejects three (3) work assignments (or is unable to satisfactorily negotiate 3 work assignments) in any twelve-month period will be removed from the service category.

- ii. Firms wishing to reject a work assignment for any reason must complete a Work Assignment Rejection Notification form. A copy of this completed form must be provided to Procurement by the County's Administrative Agent.
 - e. Once a full rotation through all firms in a service category is complete, the Procurement Official may choose to reorder the list using a method that attempts to impart an equitable distribution of work among selected firms.
 - f. Approval authority for work assignment amendments shall be based on the total work assignment amount as amended.
2. Construction Manager at Risk Library Project Assignments
- a. Project assignments within each service category are awarded on a rotational basis.
 - b. For each service category, Procurement will place qualifying firms in the Construction Manager at Risk Library in the order they are ranked, with the highest scoring firm placed in the first position in the rotation.
 - c. As each project assignment is identified the next firm in the rotation will be offered the opportunity to negotiate that project assignment with the County's Administrative Agent.
 - d. Should a firm decline a project assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the County within a reasonable time frame, the County will contact the next firm on the list until the project assignment is successfully negotiated. A failure of the firm and the County to successfully negotiate a Guaranteed Maximum Price (GMP) amendment for a project assignment may also result in the next firm on the list being contacted, at the County's discretion.
 - i. Firms will have the option of rejecting one project assignment within each service category within a twelve-month period without penalty. A second project assignment rejection within any twelve-month period will cause the firm to be skipped in the rotation. A firm who rejects three project assignments (or is unable to satisfactorily negotiate three project assignments) in any twelve-month period will be removed from the service category.
 - ii. Firms wishing to reject a project assignment for any reason must complete a Project Assignment Rejection Notification form. A copy of this completed form must be provided to Procurement by the County's Administrative Agent. The option to reject a project assignment is available to the firm at the onset of the project assignment only and not during GMP negotiations.
 - e. Once a full rotation through all firms in a service category is complete, the Procurement Official may choose to reorder the list using a method that attempts to impart an equitable distribution of work among selected firms.
- I. Direct Selection
- 1. For work assignments and project assignments requiring unique experience or knowledge, including past experience on another phase of the project, the county project

manager may formally request permission to forego the rotation and select a specific firm. This request will require the completion of a Direct Select Rotation Waiver Request form, which requires the approval of both a Director and the Procurement Official. Firms that are directly selected for a work assignment or project assignment as a result of this process shall be passed on their next scheduled turn in the rotation.

J. Libraries – Local Sub-Consultants Usage

1. Selected firms are required to make a good faith effort, which is defined as the selected firm has contacted no fewer than three (3) local vendors meeting the Sarasota qualifications as a Local Business Section 2-215 (b) of the Procurement Code in the completion of work assignments and project assignments.
2. Selected firms will be required to submit a local sub-consultant affidavit with each work assignment or project assignment.
3. Firms found to be non-compliant with the provisions of this section may, at the Procurement Official's discretion, be removed from the applicable service category.
4. The rotation for each service category is posted on Procurement's eNet site.

K. Libraries – Contract Extensions

1. A contract may be extended in accordance with its terms under the following conditions:
 - a. A work assignment or project assignment issued under the contract was expected to be completed prior to the contract expiration; and
 - b. Due to unforeseen circumstances arising after work has begun, the work assignment or project assignment cannot be completed prior to the contract expiration.
2. All contract extensions must be documented in writing.
 - a. Extensions of 90 days or less may be authorized by the Contract's Administrative Agent who shall provide a copy of the written extension document to Procurement Contracts Administration.
 - b. Extensions beyond 90 days require written authorization of the Procurement Official. Such approval shall be at the sole discretion of the Procurement Official.
 - c. No additional work assignments or project assignments shall be issued during such contract extension.

10.7 Invitation to Negotiate (ITN)

- A. An Invitation to Negotiate (ITN) is formal method used to solicit sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or contractual services. An ITN may be utilized when it is determined that negotiations may be necessary for the County to receive the best value.
 1. The ITN documents may include, but are not limited to, general information, qualification requirements, applicable laws, and rules, functional or general

specifications, performance specifications, statement of work, proposal instructions, and evaluation criteria

- B. Replies are obtained by Procurement staff using the OpenGov platform.
 - 1. The evaluation process shall be determined by the Procurement Official and set forth in the ITN.
 - 2. An evaluation committee may be established for each ITN to evaluation responses and recommend award.
- C. ITN'S are awarded in accordance with award criteria established the ITN.
- D. ITN Tie Breaking Procedures – In the event of a tie, RFP tie breaking procedures will be applied.

10.8 Request for Qualifications (RFQ)

- A. A Request for Qualifications is a method used to solicit products and services based primarily on qualifications. An RFQ may be a single solicitation process which leads directly to a contract or the first solicitation of a multi-solicitation process in which the RFQ is intended to create a prequalified pool of eligible respondents for a second solicitation.
 - 1. Single Solicitation Process – One solicitation that results in a negotiated contract.
 - 2. Multi-Solicitation Process – Consists of more than one solicitation. The initial solicitation creates a pre-qualified pool (which includes all offerors who meet the minimum qualification requirements). Step two is a separate solicitation in which only those prequalified in step one are invited to participate. The Procurement Official may authorize additional steps which shall be set forth in the RFQ.
- B. Replies are obtained by Procurement staff using the OpenGov platform.
- C. RFQ's are awarded in accordance with award criteria established in the RFQ.
 - 1. The RFQ documents may include, but are not limited to, general information, qualification requirements, applicable laws, and rules, functional or general specifications, performance specifications, statement of work, proposal instructions, and evaluation criteria.
- D. RFQ Tie Breaking Procedures - In the event of a tie, RFP tie breaking procedures shall be applied.

10.9 Reverse Auction

A Reverse Auction is an online auction in which sellers bid against each other to obtain the County's business. A Reverse Auction may be used when the Procurement Official determines it is the most efficient means of obtaining the best price.

CHAPTER 11 CANCELLATION AND READVERTISEMENT

- A. In the event it is determined to be in the best interest of the County to do so, the Procurement Official may cancel any solicitation without recommending an award, at any point in the

solicitation process, in accordance with the reserved rights expressed in the solicitation documents.

- B. Solicitations that are canceled must undergo review and possible revision, at the direction of Procurement, before they may be re-advertised.

CHAPTER 12 REQUEST FOR INFORMATION

A Request for Information (RFI) is a practice whereby the County publishes a request for input from interested parties for an upcoming procurement. Information submitted by vendors in response to an RFI may be used to develop specifications to be included in a future solicitation. Pricing is not requested during the RFI process. Award is not made as the direct result of an RFI.

CHAPTER 13 WAIVERS OF COMPETITION AND EXEMPTIONS FROM COMPETITION

This Chapter implements Procurement Code Section 2-218.

13.1 Waivers

Categories of procurements identified as Waivers in Section 2-218 of the Procurement Code may be procured without competition as determined by the Procurement Official.

- A. Each request for a Waiver of Competition (Waiver) requires individual documentation. Justification for each Waiver must be submitted using a Request for Waiver of Competition Form. All Waiver requests are subject to review by Procurement staff and approval by the Procurement Official. Approved Waivers are valid for a period of twelve months, unless otherwise determined by the Procurement Official.
 1. Waivers with estimated fiscal year, contract year, or project expenditures up to \$150,000 do not require additional authorizations after approval by the Procurement Official.
 2. Waivers with estimated fiscal year, contract year, or project expenditures between \$150,001 and \$250,000 require written authorization by the County Administrator. If the Waiver of competition results in a contract signed by the County Administrator, the County Administrator will not be required to sign an authorization Form.
 3. Waivers with estimated fiscal year, contract year, or project expenditures greater than \$250,000 require written authorization by the Board of County Commissioners. If the Waiver of competition results in a contract signed by the Board of County Commissioners, the Board will not be required to sign an authorization form.
 4. Waiver requests for services in excess of \$150,000 require a contract. In the judgment of the Procurement Official, contracts may also be required for waived procurements in amounts less than \$150,000 or for products in excess of \$150,000.
 5. The Procurement Official may authorize budgeted expenditures of up to \$150,000 for Waivers with estimated fiscal year or project expenditures greater than \$150,000, if:
 - a. No contract is required; and
 - b. Funding for such expenditures is included in the adopted budget; and

- c. Written justification for initiating expenditures up to \$150,000 is provided to the Procurement Official, by the requesting Department
- B. Waivers identified in Section 2-218 (k) of the Procurement Code require submittal of a Request for Waiver of Competition – Category K Form. For each software product or service essential to maintaining existing warranties and licenses, or to maintain compatibility with existing software systems, only an initial Request for Waiver of Competition – Category K Form shall be required. Such waiver shall be valid for so long as use of the software is continuous. Software version updates shall be considered maintenance of compatibility with existing software systems. Additional software components, modules or products not required to maintain use of existing systems are not considered Category K waivers.
- C. Waivers identified in Section 2-218 (v) of the Procurement Code for products and services related to information technology are limited to \$250,000 per project, contract year, or fiscal year. Each Information Technology waiver requires the submittal of a Request for Waiver of Competition Form and approval of the Procurement Official.

13.2 Exemptions

Categories of procurements identified as Exemptions in Section 2-218 of the Procurement Code are exempt from competition and do not require the approval of the Procurement Official.

A. Exemption Request Form

1. Purchases of exempt goods and services less than or equal to \$250,000 per fiscal year or project do not require submittal of an Exemption Request Form.
 2. Purchases of exempt goods and services in excess of \$250,000 per fiscal year or project require submittal of an Exemption Request Form and authorization of the Board of County Commissioners.
 3. Purchases of exempt goods and services in any amount that result in a contract, require submittal of a Contract request in OnBase.
- B. Purchase Requisitions for exempt goods and services must properly identify the category of exemption.

P-Card purchases of exempt goods and services must include backup documentation properly identifying the category of exemption.

CHAPTER 14 EMERGENCY PROCUREMENTS

14.1 Emergency Procurement

- A. Emergency procurements are authorized by Section 2-217(h) of the Procurement Code.
- B. An emergency procurement is defined as a purchase made due to an unexpected and urgent situation where health and safety or the conservation of public resources is at risk. Threshold purchasing category requirements are waived in the event of an emergency procurement. Emergency procurements will be made with such competition as is reasonable under the circumstances. Whenever feasible, local businesses shall be contacted to provide emergency products or services.

C. Notification of Emergency Need

1. Working Hours (Monday – Friday 8:00 a.m. – 5:00 p.m., excluding County recognized holidays):
 - a. The Procurement Official must be notified by a Department Director of the need for an emergency procurement by phone or email as soon as practical after the situation is discovered. The Department Director must advise the appropriate Assistant or Deputy County Administrator of the emergency situation. Emergency procurements will be made with such competition as is reasonable under the circumstances. In the absence of a Department Director, the appropriate Assistant or Deputy County Administrator shall provide notification to the Procurement Official.
 - b. The Procurement Official, in consultation with the Department Director, shall make the determination if the procurement should be classified as an emergency. The Procurement Official shall notify the County Administrator of all emergency procurement requests.
 - i. If the estimated cost is \$150,000 or less, the Procurement Official shall approve proceeding with the emergency procurement.
 - ii. If the estimated cost is more than \$150,000, the Procurement Official shall make a recommendation and obtain County Administrator authorization before approving the emergency procurement
2. After Hours
 - a. In the event an emergency occurs during non-working hours, the Department Director is authorized to make purchases without competition to protect the health, safety, welfare, or property of the County or its citizens.
 - b. The Department Director shall only make purchases necessary to stop the immediate threat to the health, safety, welfare, or property of the County or its inhabitants. An “immediate threat” is a threat of additional damage or destruction from an incident that can reasonably be expected to occur prior to discussions with the Procurement Official during Working Hours.
 - c. The Department Director shall notify the Procurement Official and the appropriate Assistant or Deputy County Administrator of the emergency the next business day. All subsequent purchases pertaining to that emergency shall follow the Working Hours procedures outlined above.

D. Emergency Procurement Form

1. Following the emergency procurement, the requesting Department will complete an Emergency Procurement Form, which shall contain the following minimum information:
 - a. Detailed explanation of the basis for the emergency
 - b. Date the emergency procurement occurred
 - c. Information regarding the vendor selection process

- d. Financial information (including the actual or estimated cost of the procurement)
 - e. Payment method (P-Card or Purchase Order)
 - 2. The Emergency Procurement Form must be reviewed and approved by the requestor's Department Director and then by the Procurement Official.
 - a. At the discretion of the Procurement Official, following review of the Emergency Procurement Form the Procurement Official may require a debriefing from the Department Director.
- E. All emergency procurements shall be reported to the County Administrator who shall subsequently advise the Board of County Commissioners.
- F. For Emergency Procurements with estimated costs over \$250,000:
 - 1. The Department must notify the County Administrator in writing if expenditures exceed the estimated cost on the Emergency Procurement Form by more than 10%.
 - 2. The Procurement Official must be copied on any such notification
- G. Additional Information
 - 1. An emergency will often occur due to an unanticipated failure of vehicles, systems, or equipment which must be kept in operating order. Emergencies created through negligence are to be avoided.
 - 2. Failure to anticipate normal needs or project deadline dates or a desire to expend excess or remaining budgeted funds prior to year-end does not constitute an emergency.
 - 3. Each completed Emergency Procurement Form will route to the Procurement Official, Assistant County Administrator, and Deputy County Administrator.
 - 4. Abuse of Emergency Procurement procedures may result in disciplinary action.

14.2 State of Emergency Procurement

- A. A declaration of a state of emergency for Sarasota County, shall also constitute an emergency procurement condition. During such state of emergency, the Procurement Official may suspend any or all provisions of the Procurement Code and authorize emergency procurements to maximize the County's eligibility of expense reimbursement. If such declaration is in effect, all procurements made during such declaration must conform with and follow Sarasota County state of emergency purchasing Standard Operation Procedures and Federal Emergency Management Agency (FEMA) guidelines adopted at the time of the of the procurement
 - 1. Non-Competitive Procurements
 - a. During a state of emergency, procurements may be made without competition if one or more of the following conditions are met:
 - i. Micro-Purchase: Supplies or services with an aggregate dollar amount of less than or equal to the current FEMA micro-purchase limit. Micro-purchases may be made without soliciting competitive quotations provided the County finds the price quoted/obtained to be reasonable.

- ii. **Emergency:** Supplies or services that are required due to an unexpected and unusually dangerous situation that calls for immediate action or an urgent need for assistance or relief.
 - iii. **Exigency:** Supplies or services that are necessary in a particular situation, that requires or demands immediate aid or action.
 - iv. **Sole Source:** Supplies or services that are available from only one source.
- 2. **Competitive Procurements**
 - a. During a state of emergency, procurements that do not meet non-competitive procurement conditions require a competitive process. Procurements requiring competition will be solicited by Procurement staff, regardless of estimated expenditure.
- 3. **Emergency Contracts**
 - a. During a state of emergency, supplies or services may be procured using pre-positioned emergency contracts, if such contracts were procured in accordance with FEMA guidelines.
- 4. **Meals**
 - a. During a state of emergency, the County may procure meals for employees engaged in eligible emergency work, provided conditions constitute a level of severity that requires employees to work abnormal, extended work hours, without a reasonable amount of time to provide for their own meals, or when food and/or water is not reasonably available for employees to purchase. FEMA only reimburses the cost of meals that are brought to the work location and purchased in a cost-effective and reasonable manner, such as bulk meals. FEMA does not reimburse costs related to group outings at restaurants or individual meals.
- 5. **P-Card Purchases**
 - a. Essential Personnel identified by each Department will have the ability to make emergency purchases using a P-Card during a state of emergency. P-Card purchases must comply with state of emergency policies established in the P-Card Manual. Authority for purchases over \$10,000.00 lies with the Unit Leader, Branch Director, DOC Manager, Director, Section Chief of Incident Commander as applicable.
- B. For instances where Sarasota County is providing services to other governmental entities which have declared an emergency, and upon request of the County Administrator or designee, the Procurement Official may suspend any or all provisions of the Procurement Code and authorize the procurement of goods and services necessary to support the provision of such services. Such authorization shall be provided by the Procurement Official in writing.

CHAPTER 15 COOPERATIVE PROCUREMENTS

- 15.1 Cooperative Procurement is defined as the action taken when two or more entities combine their requirements to obtain advantages of volume purchases, including administrative savings and other benefits. It refers to a variety of arrangements, whereby two or more public procurement entities (or agencies) purchase from the same supplier or multiple suppliers using a single

solicitation. Cooperative procurement efforts may result in contracts that other entities may “piggyback.”

15.2 The Procurement Official shall have the authority to join with other units of government in cooperative procurement ventures to use Alternate Source Contracts, when doing so is in the best interest of the County, and the purchase is in accordance with County Ordinances.

- A. Approval to purchase against an Alternate Source Contract without competition requires submission of a Cooperative Purchase Request Form.
- B. To maximize efficiency and minimize duplication, Procurement will consolidate needs whenever possible. Procurement may determine that a Cooperative Purchase request is unnecessary if the products or services can be provided under an active Cooperative Purchase or other mechanism. In such cases, the requesting Department may be advised to coordinate with the owner of the active Cooperative Purchase to revise the Cooperative Purchases as necessary.
- C. Prior to submitting a Cooperative Purchase Request Form, Departments must evaluate whether the Alternate Source Contract meets their requirements.
 - 1. If all requirements are not included in the Alternate Source Contract, the Department must decide whether the entire purchase should be made on the open market, or whether to use the Alternate Source Contract for only the covered items.
 - 2. Optional items that are not covered by the Alternate Source Contract may be approved by the Procurement Official when adequate justification is provided and the total cost of such optional items does not exceed 10% of the total purchase or \$10,000.00, whichever is greater. If optional items exceed 10% of the total purchase or \$10,000.00, whichever is greater, such items must be procured separately.
- D. Purchase Orders under Alternate Source Contracts must be issued directly to the vendor or an authorized reseller or distributor that is listed on the contract.
- E. A vendor’s offer to match the Alternate Source Contract pricing does not equate to an order under the contract, since such orders are not supported by the terms and conditions of the contract.
- F. The County’s standard insurance and bonding requirements apply to Cooperative Purchases.
- G. The Procurement Official will determine whether a separate County contract must be created.
 - 1. Contract Term
 - a. If the County piggybacks an Alternate Source Contract without utilizing a County contract, then the term shall be as set forth in the Alternate Source Contract.
 - b. If the County utilizes a County contract, the term shall be as set forth in the County contract.

15.3 Types of Alternate Source Contracts

- A. State Contracts

1. A State Term Contract that was competitively procured by the Division of State Purchasing for selected products and services may be utilized by a requesting Department.
 - a. When purchasing off State Term Contracts, the County shall comply with competitive quote requirements for State Agencies to the greatest extent possible. Exceptions to this requirement may be granted at the discretion of the Procurement Official.
 - b. If a State Term Contract requires eligible users to issue an RFQ, award of that RFQ shall be made to the respondent deemed by the County to be most qualified to provide the requested services.
 2. Alternate Source Contracts let by a federal, state or local government that have been approved by the Florida Department of Management Services, based on a determination that the contract is cost-effective and in the best interest of the state, may be utilized by a requesting Department.
 3. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) contracts may be utilized by a requesting Department.
- B. General Services Administration Contracts (GSA Contracts)
1. Departments may utilize GSA contracts included in GSA approved programs for State and Local governments. These purchasing programs currently include the following, but may be modified:
 - a. Cooperative Purchasing Program. Purchase security and law enforcement equipment and technology products and professional services from Multiple Awards Schedule (MAS) Information Technology.
 - b. Disaster Purchasing Program. Purchase directly from approved GSA Federal Supply Schedule vendors to prepare for respond to or recover from disasters or acts of terrorism.
 - c. 1122 Program. Purchase approved law enforcement equipment and vehicles from selected GSA schedules and AutoChoice for use in counter-drug, homeland security, and emergency response activities.
 - d. Schedule Access for Federal Grantees during Public Health Emergencies. Purchase directly from GSA Federal Supply Schedule contractors when expending federal grant funds in response to Public Health Emergencies.
 2. When purchasing from Contracts awarded through GSA, the County shall comply with any competitive quote requirements contained in those Contracts.
- C. Cooperative Purchasing Programs
1. Departments may utilize nationally recognized cooperative purchasing programs to procure goods and services without the requirement of competitive procurement provided the following criteria are met:

- a. The selection process used by the Lead Agency must be substantially equivalent to the process used by Sarasota County.
 - b. The contract being piggybacked must be active.
 - c. The products and/or services needed must be specifically identified within the scope of the contract.
2. When purchasing from Contracts awarded through Cooperative Purchasing Programs, the County shall comply with any competitive quote requirements contained in those Contracts.

D. Piggybacks

1. Piggybacking is a form of intergovernmental cooperative procurement in which an entity will be extended the pricing and terms of a contract entered into by another entity. Purchases may be made against contracts awarded by other local governmental entities provided the following criteria are met:
 - a. The selection process must be substantially equivalent to the process used by Sarasota County. The Procurement Official may also consider the size of the entity, qualifications of the procurement office, volume of purchase and other factors.
 - b. The contract being piggybacked must be active.
 - c. The products and/or services needed must be specifically identified within the scope of the contract.
 - d. The vendor must agree to extend contract terms and pricing to Sarasota County.
2. When Piggybacking other entities, the County shall comply with any competitive quote requirements contained in those solicitation documents.

15.4 Approval Process

- A. Approval to purchase against an Alternate Source Contract without competition requires submission of a Cooperative Purchase Request Form. Prior to submitting a new Cooperative Purchase Request, the requestor should review active Cooperative Purchases to determine if a request to utilize the same contract has already been approved, and to identify any other active Cooperative Purchases that meet the same need. In the event there is already an active Cooperative Purchase, an exemption revision may be required, rather than a new Cooperative Purchase Request. The owner Department for the active Cooperative Purchase is responsible for submitting any necessary revisions to the Cooperative Purchase to accommodate additional usage.
- B. Each Cooperative Purchase Request must provide the Department's justification for waiving the County's competitive solicitation process and include the following supporting documents:
 1. Solicitation and Addenda
 2. Submittal documents
 3. Bid Tabulation or Scoring Matrix

4. Contract fee schedule (if applicable)
 5. Proof of Award
 6. Resulting Contract(s)
 7. Confirmation that vendor agrees to extend terms and pricing to Sarasota County (required for piggybacks)
 8. Evidence that quoted/proposed price matches the contract fee schedule (required for projects).
- C. Procurement will conduct due diligence when reviewing Cooperative Procurement requests, which may include, but is not limited to:
1. Review the cooperative contract and solicitation documents and determine whether the use of the cooperative contract is appropriate.
 2. Review active County contracts, including cooperative procurements, to determine if an existing mechanism is available to meet the requestor's needs.
 - a. If an alternative existing contract or Cooperative Purchase is identified for the same or comparable products and/or services, Procurement may reject the request.
 3. Ensure that the use of the cooperative contract meets all competitive requirements.
 4. Review the cooperative contract for conformance with all applicable laws and best practices.
 5. Analyze the product or service specifications, price, terms and conditions and other factors such as: cost to utilize the contract, shipping, minimum spend requirements, and availability of contract documentation, to ensure that the cooperative contract produces best value.
 6. Incorporate or remove additional terms and conditions as required by the County.
 7. Verify contract application and eligibility.
- D. Approval of Cooperative Purchase Requests will be at the contract level and not at the cooperative entity or agency level.
- E. All Cooperative Purchase Requests require approval by the Procurement Official.
1. Cooperative Purchase Requests with estimated fiscal year, contract year, or project expenditures up to \$150,000 do not require additional authorizations after approval by the Procurement Official.
 2. Cooperative Purchase Requests with estimated fiscal year, contract year or project expenditures between \$150,001 and \$250,000 require written authorization by the County Administrator after approval by the Procurement Official. If the Cooperative Purchase results in a contract signed by the County Administrator, the County Administrator will not be required to sign an authorization form.
 3. Cooperative Purchase Requests with estimated fiscal year, contract year or project expenditures greater than \$250,000 require written authorization by the Board of County Commissioners after approval by the Procurement Official. If the Cooperative Purchase results in a contract signed by the Board, the Board will not be required to sign an authorization form

4. The Procurement Official may authorize budgeted expenditures of up to \$150,000 for Cooperative Purchase Requests with estimated fiscal year, contract year or project expenditures greater than \$150,000, prior to County Administrator or Board authorization if:
 - a. No contract is required; and
 - b. Funding for such expenditures is included in the adopted budget; and
 - c. Written justification for initiating expenditures up to \$150,000 is provided to the Procurement Official, by the requesting Department.
 - F. If an approved Alternate Source Contract is renewed beyond the termination date indicated on the approved Request Form, the County's Purchase may be renewed for that same period upon submission of a Renewal Request Form by the Department and approval by the Procurement Official. Such renewals do not require authorization by either the County Administrator or Board of County Commissioners.
- 15.5 Department Responsibilities - Departments utilizing approved Alternate Source Contracts are responsible for:
- A. Complying with any requirements contained in the "Use Instructions" on active Cooperative Purchase requests, in addition to any contract requirements.
 - B. Ensuring the contract being utilized is active at the time a purchase is made.
 - C. Consulting with Procurement to determine if the piggybacked contract allows for services initiated prior to the contract expiration to extend beyond the term of the piggybacked contract.
- 15.6 Consolidated Joint Purchasing
- A. The County may participate in a joint solicitation with other agencies to aggregate their individual product and service needs (a.k.a. "purchasing volume") into a single solicitation effort. Each participating agency is bound to the contract resulting from a singular effort.
 - B. When initiating a consolidated joint purchase, a written undertaking from all participating entities is required.

CHAPTER 16 SOLE SOURCE PROCUREMENTS

- 16.1 A Sole Source is a procurement resulting from a lack of competition in the marketplace. A Sole Source will result when only one vendor or supplier has the capability to provide the required product or service. Sole Source purchases require submittal of a Sole Source Request Form in OnBase.
- 16.2 Sole Source Criteria
- A. To be considered a Sole Source procurement, one or more of the following criteria must be met:
 1. There is only one authorized vendor or distributor.
 2. No other vendor can provide a comparable product or service, regardless of cost or timeline.
 3. The product or service is proprietary (only one vendor has the legal right to sell it)

4. Other vendors sell something similar, but the requestor needs something specific to be compatible with existing equipment, and only one vendor sells it.
- B. The following criteria are not considered legitimate sole source exemptions:
1. Time or cost savings
 2. Consistency
 3. Vendor Preference
 4. Continuation of work under an expired quote or contract
- 16.3 All Sole Source procurement requests require submittal of a Sole Source Request form in OnBase and are subject to review by Procurement staff and approval by the Procurement Official. Approved Sole Source requests are valid for a period of twelve (12) months, unless otherwise determined by the Procurement Official.
- A. Sole Source requests with estimated fiscal year, contract year or total project expenditures up to \$150,000 do not require additional authorizations, after approval by the Procurement Official. Sole Source requests with estimated fiscal year, contract year or total project expenditures between \$150,001 and \$250,000 require written authorization by the County Administrator. If the Sole Source results in a contract signed by the County Administrator, the County Administrator will not be required to sign an Authorization Form.
- B. Sole Source requests with estimated fiscal year, contract year or total project expenditures greater than \$250,000.00 require written authorization by the Board of County Commissioners. If the Sole Source results in a contract signed by the Board of County Commissioners, the Board will not be required to sign an Authorization Form.
1. Sole Source procurements for services in excess of \$250,000.00 require a contract. In the judgment of the Procurement Official, contracts may also be required for Sole Source procurements in amounts less than \$250,000.
- C. The Procurement Official may authorize budgeted expenditures of up to \$150,000, for Sole Source Requests with estimated fiscal year, contract year, or project expenditures greater than \$150,000, if:
1. No contract is required; and
 2. Funding for such expenditures is included in the adopted budget; and
 3. Written justification for initiating expenditures up to \$150,000 is provided to the Procurement Official, by the requesting Department.
- 16.4 Sole Source procurement requests will be supported by written documentation verifying that the product or service is proprietary or that the vendor is the only authorized distributor. Sole Source requests may require advertisement of an Intent to Sole Source, at the discretion of the Procurement Official.
- A. If no vendors or suppliers respond, the Sole Source procurement will be approved by the Procurement Official.

- B. If vendors or suppliers respond that they are capable of providing products or services that meet the advertised specifications, a combined review with the requestor and Procurement will be performed. Competition may be required based on the results of that review, at the sole discretion of the Procurement Official.

CHAPTER 17 SINGLE SOURCE PROCUREMENTS

- 17.1 A Single Source is a procurement made without a competitive process due to the need for standardization, maintenance of warranty or other factors, even though other competitive sources may be available.
- 17.2 All Single Source procurement requests require submittal of a Single Source Request Form in OnBase and are subject to review by Procurement staff and approval by the Procurement Official. Approved Single Source requests are valid for a period of twelve months, unless otherwise determined by the Procurement Official.
 - A. Single Source requests with estimated fiscal year, contract year or total project expenditures up to \$150,000 do not require additional authorizations, after approval by the Procurement Official.
 - B. Single Source requests with estimated fiscal year, contract year or total project expenditures greater between \$150,001 and \$250,000 require written authorization by the County Administrator. If the Single Source results in a contract signed by the County Administrator, the County Administrator will not be required to sign an Authorization Form.
 - C. Single Source requests with estimated fiscal year, contract year or total project expenditures greater than \$250,000.00 require written authorization by the Board of County Commissioners. If the Single Source results in a contract signed by the Board of County Commissioners, the Board will not be required to sign an Authorization Form.
 - D. The Procurement Official may authorize budgeted expenditures of up to \$150,000, for Single Source requests with estimated fiscal year, contract year, or project expenditures greater than \$150,000, if:
 - 1. No contract is required; and
 - 2. Funding for such expenditures is included in the adopted budget; and
 - 3. Written justification for initiating expenditures up to \$150,000 is provided to the Procurement Official, by the requesting Department.

CHAPTER 18 STANDARDIZATION

- 18.1 Standardization may be (1) the result of a formal evaluation process facilitated by Procurement or (2) the recognition of the historical use of a product as determined by the Procurement Official.
- 18.2 All Standardization requests require submittal of a Standardization Request form and are subject to review by Procurement staff and approval by the Procurement Official. Approved Standardization requests may result in the need for a sole source or single source.

CHAPTER 19 CONSTRUCTION CONTRACTS

This Chapter implements Procurement Code Section 2-219.

- 19.1 Florida Statutes include laws regulating the solicitation of Public Works Construction.
- A. Section 255.20, F.S. prescribes the spend levels which mandate competitive award of contracts such as Construction (building or structure) projects in excess of \$300,000; or electrical work project in excess of \$75,000; such thresholds being annually adjusted pursuant to the statute. Road, street, and bridge work in excess of \$250,000 requires certification or qualification of the contractor performing the work,
 - B. Florida Statutes Chapter 489 prescribes licensing required for construction, definitions of construction services, and the requirement of a “qualifying agent” whose personal license is “bound” to a business entity in a prescribed formal manner to qualify that firm to perform specific construction. County Code may impose alternate licensing requirements.
 - C. Section 255.05, F.S., prescribes bonding for public works construction, including the types and form of the bonds.
 - D. Section 287.055, F.S., prescribes process and defines terms for alternative forms of public construction, including design build and construction management.

CHAPTER 20 PROTESTS

This Chapter implements Procurement Code Section 2-221.

- 20.1 Any bidder, proposer, or offeror may protest the terms, conditions and specifications of an IFB, ITN, RFP, RFQ or RPS in accordance with the procedures outlined in Section 2-221 (c) of the Procurement Code or a recommended award of a contract resulting from an IFB, ITN, RFP, RFQ, or RPS in accordance with the procedures outlined in Section 2-221 (d) of the Procurement Code.
- A. Each intent to protest must be submitted to the Procurement Official in writing within the timeline prescribed in Section 2-221 of the Procurement Code. An intent to protest must be submitted to the Procurement Official by hand delivery, first class mail, courier delivery or email (only if submitted to ProcurementOfficial@scgov.net). No other form of delivery will be accepted.
 - B. Each written protest must include a Protest Submittal Form. Written protests must be submitted to the Procurement Official within the timeline prescribed in Section 2-221 of the Procurement Code. Formal written protests must be submitted to the Procurement Official by hand delivery, first class mail, courier delivery or email (only if submitted to ProcurementOfficial@scgov.net). No other form of delivery will be accepted.
 - C. Written protests of a recommended award must be secured by a protest bond in accordance with Section 2-221 of the Procurement Code.
 - 1. A protest bond or a cashier’s check made out to Sarasota County are the only acceptable forms of security.
 - 2. Written protests of the recommended award of a contract will be rejected by the County without further consideration if the protestor fails to submit a bond in an original format within seven business days of the posting of the Notice of Recommended Award.

3. The protest bond is forfeited if the protest is ultimately denied. If the protest is successful or the solicitation is canceled at any point during the appeal process, the County shall refrain from making a claim on the bond or refund the bond amount as applicable.
- D. Appeals of the Procurement Official's denial of a written protest must be submitted to the Sarasota County Administrator within the timeline prescribed in Section 2-221 of the Procurement Code. Written appeals must be submitted to the County Administrator by hand delivery, first class mail, courier delivery, or email (only if submitted to countyadministrator@scgov.net). No other form of delivery will be accepted.
- E. Appeals of the County Administrator's denial of a protest must be submitted to the Sarasota County Board of County Commissioners within the timeline prescribed in Section 2-221 of the Procurement Code. Written appeals must be submitted to the Board by hand delivery, first class mail, courier delivery or email (only if submitted to commissioners@scgov.net). No other form of delivery will be accepted.

CHAPTER 21 CONTRACT DISPUTES OR CLAIMS

This Chapter implements Procurement Code Section 2-222.

- 21.1 Refer to Section 17, Suspension or Debarment, of the Sarasota County Contracts Administration Manual.

CHAPTER 22 SUSPENSION OR DEBARMENT

This Chapter implements Procurement Code Section 2-222.

- 22.1 In accordance with Section 2-222 (i) of the Procurement Code, any vendor who has received the County's Notice of Intent to debar them from consideration for award of purchases or contracts shall have the right to request that the proposed debarment action be reviewed and reconsidered.
 - A. Each Request for Review must be submitted to the Procurement Official in writing within the timeline prescribed in Section 2-222 (i) of the Procurement Code. A Request for Review must be submitted to the Procurement Official by hand delivery, first class mail, courier delivery, or email (only if submitted to procurementofficial@scgov.net). No other form of delivery will be accepted.
 - B. Appeals of the Procurement Official's final debarment decision must be submitted to the Sarasota County Administrator within the timeline prescribed in Section 2-222 (k) of the Procurement Code. Written appeals must be submitted to the County Administrator by hand delivery, first class mail, courier delivery, or email (only if submitted to countyadministrator@scgov.net). No other form of delivery will be accepted.
 - C. Appeals to the County Administrator's debarment decision must be submitted to the Sarasota County Board of County Commissioners within the timeline prescribed in Section 222 (l) of the Procurement Code. Written appeals must be submitted to the Board by hand delivery, first class mail, courier delivery, or email (only if submitted to commissioners@scgov.net). No other form of delivery will be accepted. A copy of the appeal must be sent to the Sarasota County Administrator (countyadministrator@scgov.net) and the Sarasota County Procurement Official (procurementofficial@scgov.net).

CHAPTER 23 INSURANCE AND BONDING

This Chapter implements Procurement Code Section 2-223.

23.1 Vendor Insurance Requirements

Vendors are required to have insurance to perform work on County property. A copy of an Insurance certificate showing proof of coverage at the minimum levels must be received prior to commencement of any work. Samples of insurance certificates and requirements may be reviewed on the Safety and Risk Management SharePoint site.

- A. Evidence of insurance is required for all (but not limited to) services, contracting operations, concessions, sports leagues, sports training, maintenance agreements and consulting services. The purpose is to protect County assets, County employees and the general public from losses for property damage, bodily injury, loss of use, business interruption and financial loss.
- B. Evidence of insurance must be provided through an Accord certificate or other proof of insurance acceptable by Risk Management.
- C. Insurance is required, regardless of the payment mechanism. Purchasing Card procurements for commodities/products are exempt from standard insurance requirements unless otherwise required by Risk Management.

23.2 Insurance Guidelines

The Insurance Classification Matrix on the Safety and Risk Management SharePoint site will guide you to the exposure index and the required limits of liability.

23.3 Insurance Waivers

Certain categories may be exempt from standard insurance requirements with the approval of Risk Management in writing. Section 5 of the Risk and Insurance Manual outlines exemptions to standard insurance requirements

23.4 Insurance Audit and Reporting

Procurement and Risk Management randomly audit purchasing card purchases to ensure compliance with insurance requirements

23.5 Bond requirements

- A. Performance and Payment Bonds, or other performance guarantees shall not be required for Public Works projects with a cost of less than \$200,000 unless otherwise determined by the Procurement Official.
- B. Performance Bonds or other performance guarantees may be required for service contracts as determined by the Procurement Official.
- C. Bond or other performance guarantee requirements shall be as set forth in each solicitation.

CHAPTER 24 AUDIT RIGHTS

This Chapter implements Procurement Code Section 2-224.

- 24.1 Section 2-224 of the Procurement Code establishes the right of Sarasota County to inspect the records of a contractor and for maintenance of such records for three years after final payment of a contract.

CHAPTER 25 RESERVED RIGHTS

This Chapter implements Procurement Code Section 2-225.

- 25.1 The Procurement Official reserves the right to cancel any solicitation during any phase of the process. The Procurement Official further reserves the right to cancel any recommended award or recommended contract at any time prior to execution.
- 25.2 In the event a solicitation results in no responsive and responsible offerors, and the Procurement Official has determined the solicitation as written was sufficient, the Procurement Official may authorize direct negotiations with a vendor without any further competitive process.
- 25.3 If only one responsive and responsible bid or proposal is received, the Procurement Official may cancel the solicitation and negotiate with the sole respondent. This section does not apply to solicitations issued pursuant to Section 255.20, F.S.
- 25.4 The Procurement Official may deem that bidder or proposer non-responsible to a specific solicitation if said bidder or proposer has had a contract with the County terminated for cause.

CHAPTER 26 UNAUTHORIZED PURCHASES

This Chapter implements Procurement Code Section 2-226.

- 26.1 An Unauthorized Purchase occurs when any County employee orders, contracts for, or buys any products or services without adhering to the requirements of the Procurement Code, Procurement Manual, adopted Procurement Standard Operating Procedures (SOP), and/or contract terms.
- 26.2 Examples of Unauthorized Purchases include, but are not limited to, the following:
- A. Committing to a purchase prior to issuance of a purchase order.
 - B. Purchasing products or services which are available under a County contract, outside of the contract absent written permission of the Procurement Official.
 - C. Misuse of a County contract.
 - D. Providing false, misleading, or incomplete information to Procurement to circumvent adopted procurement policies and procedures.
 - E. Adding products or services to a previously approved Purchase Order, contract, work assignment, or task order without approval of the appropriate signature authority.
 - F. Modifying contract terms, such as fee schedule, scope, deliverables, project schedule, without proper authorization as provided by the contract terms.
 - G. Splitting purchases to circumvent procurement thresholds.
 - H. Bypassing the emergency procurement process.

- I. Procurement of products or services under an inapplicable or expired procurement method.
- 26.3 When it is determined that a County employee did not follow Procurement Code, Manual, and/or Procurement SOPs, an Unauthorized Purchase Form must be submitted by the employee who authorized the purchase. The form must be reviewed and electronically approved by the employee's Department Director. The completed form will route to the Procurement Official, Assistant County Administrator, Deputy County Administrator, and Human Resources to be retained in the employee's records. Further action, including disciplinary action may occur.
- 26.4 In the event an Unauthorized Purchase is not timely detected by any of the relevant reviewers, the employee nonetheless remains responsible for the Unauthorized Purchase and is subject to the consequences stated above. An Unauthorized Purchase Form will be required at that time.

CHAPTER 27 COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

This Chapter implements Procurement Code Section 2-227.

- 27.1 Establishes jurisdiction of State and Federal Laws.

CHAPTER 28 ENVIRONMENTALLY PREFERRED PROCUREMENT

This Chapter implements Procurement Code Section 2-228.

- 28.1 Sarasota County is committed to the procurement of products and services that minimize environmental and social impacts and emphasize long term values.
- A. The requesting department shall make a reasonable effort to apply these standards in their scope development and product and service requests. These standards may include considering products and services that have a lesser or reduced effect on human health and the environment or result in a reduced cost over its lifetime when compared to other products and services that serve the same purpose. Such procurements may consider raw materials acquisition, productions, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.
 - B. The requesting department shall make a reasonable effort to seek products and services that carry third party certifications to ensure quality and performance and avoid greenwashing. Examples of such certifications include: ENERGY STAR, WaterSense, Green Seal, Electronic Products Environmental Assessment Tool (EPEAT), EcoLogo and Forest Stewardship Council. When third party certifications are not available, the requesting department shall make a reasonable effort to explore product alternatives and specifications, through research and/or consultation.
 - C. When specified in the solicitation, the requesting department and Procurement will consider full life cycle costs to the greatest extent possible when performing price comparisons on products and services.
 - D. Nothing in this section shall be construed as requiring a department or contractor to procure products that do not perform adequately for their intended end use or are not available at a reasonable price in a reasonable period of time.
 - E. Additional information on applicable standards is available on the Sustainability SharePoint Site.

CHAPTER 29 PROVISIONS HELD UNCONSTITUTIONAL

29.1 This Chapter implements Procurement Code Section 2-229.

29.2 If any provision is struck down, remaining provisions are valid.

CHAPTER 30 TRANSPARENCY OF SOLICITATION DOCUMENTS

30.1 This Chapter implements Procurement Code Section 2-230.

30.2 Establishes the use of Sarasota County website for solicitation postings.

CHAPTER 31 PAYMENT MECHANISIMS

All purchases must comply with the provisions of the Procurement Code and Procurement Manual, regardless of the method of payment

31.1 Purchasing Card

A. Purchasing Card Transactions – Reference Purchasing Card Manual.

1. Purchasing Cards may be used to make small dollar purchases, for single or multiple items, totaling no more than \$10,000.00 per transaction.

B. Transactions cannot be split to stay within the \$10,000.00 per transaction limit.

31.2 Purchase Requisition/Purchase Order

A. To initiate a Purchase Order, requestors must submit a Purchase Requisition to Procurement.

B. Section 2-214 of the Procurement Code authorizes the Procurement Official, and/or designee(s) to approve purchase orders. The Procurement Official delegates authority for approving purchase orders.

31.3 Payment Request

A. Payment Requests are managed by the Clerk of Court Finance and are appropriate when a vendor does not accept purchasing cards or purchase orders.

CHAPTER 32 CONTRACTS

32.1 Contracts govern the business transaction between the County and its vendors. The Procurement Official shall determine if a contract is required.

32.2 Contracts may be required in any of the following circumstances:

A. The procurement of services or a combination of products & services, exceeding \$250,000.

B. An expenditure which would benefit from specific written terms and conditions applicable to both parties in a formal agreement.

C. A project that may extend over a period of time or over multiple fiscal years.

D. When required by law, policy, or other similar established regulation.

E. Any procurement that the County determines would benefit from having a formal two-party agreement.

32.3 Task Orders, Job Orders, Work Orders, Work Assignments

- A. Except as provided below, no task order, job order, work order or work assignment (“Task Order”) allowable under any Contract shall be issued without reasonable expectation that all tasks will be completed prior to the expiration or termination date of the contract governing the Task Order,
- B. Under extraordinary circumstances and at the discretion of the Procurement Official, Task Orders may be issued that are not anticipated to be completed prior to the expiration or termination date of the contract governing the Task Order. The Procurement Official shall consider the immediate need to accomplish the work, unavailability of a new contract for such work, extraordinary expense if the work is delayed, and other relevant factors when making such determination. Approval of any such contract extension shall be made in writing by the Procurement Official.
- C. Extension of a Contract
 - 1. If specifically provided by its terms, a contract may be extended under the following conditions:
 - a. A Task Order issued under the contract was expected to be completed prior to the contract expiration; and
 - b. Due to unforeseen circumstances arising after work has begun, the Task Order cannot be completed prior to the contract expiration.
 - 2. All contract extensions must be documented in writing.
 - a. Extensions of 90 days or less may be authorized by the Contract’s Administrative Agent who shall provide a copy of the written extension document to Contracts Administration.
 - b. Extensions beyond 90 days require written authorization of the Procurement Official. Such approval shall be at the sole discretion of the Procurement Official.
 - 3. No additional Task Orders shall be issued during such contract extension.

32.4 Expenditure Caps

At the discretion of the Procurement Official, contracts, waivers, sole sources, single sources, and cooperative purchases may proceed without an associated expenditure cap, if the time of delivery and quantity of either goods or services or both required for the agreement or non-competitive procurement is unknown.

32.5 Established Contracts:

Where equivalent commodities or services are already available under a master contract, blanket contract, or term contract those purchasing vehicles must be used to make purchases except with written approval of the Procurement Official.

32.6 Further information regarding contracts is available in the Contracts Administration Manual.

CHAPTER 33 TERM CONTRACTS

- 33.1 Term Contracts are contracts in which a source of services or supplies 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.
- A. Standard Term: The standard term will be an initial period of three years, with the option of two (2) one-year renewals. Notwithstanding the preceding sentence, each contract opportunity shall be analyzed to determine the most appropriate contract term. The Procurement Official shall determine the appropriate contract term length in consultation with the requesting Department. At the Procurement Official's discretion, a Term Contract may be extended beyond the expiration date in accordance with the General Terms and Conditions of Solicitations.
 - B. If the County has a Term Contract in place for product and services, requestors are not permitted to purchase products or services included in that agreement from another vendor, except with written approval of the Procurement Official.
 - C. If a Term Contract for construction projects or a Unit Price Contract allows for work assignments that include non-competitive line items, in no instance shall those non-competitive line items exceed \$50,000.00 or 25% of the total work assignment cost, whichever is less.
- 33.2 Active Term Contracts are maintained in OnBase.
- 33.3 Use of Term Contracts
- A. Requestors wishing to utilize a Term Contract that has a not-to-exceed amount (NTE) should complete a Term Contract Authorization Form to obtain written approval from the County's Financial Agent for the Term Contract prior to initiating a Purchase Request.
 - B. An approved Term Contract Authorization Form must be submitted to Procurement as supporting documentation with each Purchase Request under a Term Contract that has an NTE.
 - C. Expenditures shall be limited to the amount specified in the contract. Upon receipt of a Blanket PO Request Form completed by the Financial Agent, a Blanket Purchase Order will be established in the Financial System, less than or equal to the not-to-exceed amount specified in the contract. Not applicable to Term Contracts without an NTE.
 - D. Financial Agents are responsible for initiating Blanket Purchase Orders for each Term Contract with an NTE and for monitoring term contract encumbrance and expenditures to ensure they do not exceed established expenditure caps. To request a new Blanket Purchase Order, or to revise an existing Blanket Purchase Order, Financial Agents must complete a Blanket PO Request Form and submit it to Procurement.
- 33.4 Administrative and Financial agents are responsible for ensuring approval is obtained by the Board of County Commissioners when total fiscal year or contract year expenditures for a Term Contract will exceed \$250,000.

33.5 Unit Price Contract Work Assignments

- A. Except as provided below, no work assignment shall be issued without reasonable expectation that all tasks will be completed prior to the expiration or termination date of the contract governing the work assignment.
- B. Under extraordinary circumstances and at the discretion of the Procurement Official, work assignments may be issued that are not anticipated to be completed prior to the expiration or termination date of the contract governing the work assignment. The Procurement Official shall consider the immediate need to accomplish the work, unavailability of a new contract for such work, extraordinary expense if the work is delayed, and other relevant factors when making such determination. Approval of any such contract extension shall be made in writing by the Procurement Official.
- C. Extension of a Unit Price Contract
 - 1. A Unit Price contract may be extended in accordance with its terms under the following conditions:
 - a. A work assignment issued under the contract was expected to be completed prior to the contract expiration; and
 - b. Due to unforeseen circumstances arising after work has begun, the work assignment cannot be completed prior to the contract expiration.
 - 2. All contract extensions must be documented in writing.
 - a. Extensions of 90 days or less may be authorized by the Contract's Administrative Agent who shall provide a copy of the written extension document to Contracts Administration.
 - b. Extensions beyond 90 days require written authorization of the Procurement Official. Such approval shall be at the sole discretion of the Procurement Official.
 - 3. No additional work assignments shall be issued during such contract extension.

CHAPTER 34 PUBLIC PRIVATE PARTNERSHIPS

This Chapter implements Procurement Code Section 2-231 and F.S. §255.065.

- 34.1 All unsolicited proposals received by the County shall be promptly forward to the Procurement Official for further action.
 - A. Procurement shall determine if the unsolicited proposal meets the criteria of a qualifying project as defined by Statute.
 - B. If the project qualifies, the Procurement Official shall forward the unsolicited proposal to the County Administrator.
- 34.2 The County Administrator will determine whether to proceed with an evaluation of the proposal.
 - A. If the County Administrator determines to proceed with an evaluation, the proposer will be required to submit a \$5,000.00 reviewing fee in the form of cash, cashier's check, or other non-cancellable instrument to the Procurement Official. Personal checks shall not be accepted. This fee may be waived or refunded at the discretion of the Board.

B. The County shall notify the proposer if the County Administrator determines not to proceed with an evaluation.

34.3 The County shall evaluate proposals for qualifying projects as defined in the Statute.

34.4 The County may require the Proposer to pay additional fees for processing, reviewing, and evaluating proposals in accordance with the Statute.

CHAPTER 35 DEFINITIONS NIGP STANDARDS

Sarasota County supports and shall utilize the dictionary of procurement terms as published by the Institute for Public Procurement (NIGP) available at www.nigp.org, except as otherwise expressly provided herein. These definitions may be expanded, updated, and revised as this professional association may determine. The published collection of definitions shall be maintained in the Procurement Office.

Attachment 3: Sarasota County Procurement Code

Sec. 2-211. - Authority and Purpose.

- (a) In accordance with the F.S. ch. 125, the Sarasota County Board of Commissioners hereby establishes policy for the procurement of goods and services for Sarasota County.
- (b) The purpose of this article, known as Sarasota County Procurement Code, is to establish procurement policy; to maximize the prudent use of funds; to provide safeguards for maintaining a procurement system of quality and integrity, and to foster effective competition that is fair and open.
- (c) Where statutes are referenced, it is intended to refer to those statutes as they may be amended from time to time.

Sec. 2-212. - Applicability.

- (a) Except as specified by law, this Article shall apply to every procurement under the authority of the Sarasota otherwise County Board of County Commissioners and to elected or appointed officials (Clerk of the Circuit Court, County Attorney, Court Administrator, Property Appraiser, Sheriff, Supervisor of Elections, Tax Collector) who choose to utilize procurement services provided by the Sarasota County Board of County Commissioners.
- (b) Notwithstanding any other provision of the Procurement Code, the Procurement Official, is authorized to issue purchase orders at the written request of elected or appointed officials.
- (c) Nothing in this article shall limit the Sarasota County Board of County Commissioners' right to waive any provisions contained herein when the Sarasota County Board of County Commissioners shall deem it in the best interest of the Sarasota County.
- (d) The acquisition or lease of real property or related services, other than as required by Florida Statutes, shall not be deemed to be a procurement subject to this Article.
- (e) The acquisition of insurance policies shall not be deemed to be a procurement subject to this Article.

Sec. 2-213. - Ethical Standards.

- (a) Every employee, and elected or appointed official of Sarasota County has the responsibility to maintain the confidence of the citizens of Sarasota County by conducting the procurement process in an ethical, fair and transparent manner. Sarasota County employees shall act in good faith to discharge their duties and avoid either the intent or appearance of unethical practices in procurement relationships, actions and communications.
- (b) Any attempt by Sarasota County employees, or elected or appointed official of Sarasota County to realize personal gain from the procurement process is a breach of public trust. All County employees and elected or appointed officials of Sarasota County shall govern themselves in accordance with the Standards of Conduct as set forth in applicable Sarasota County Government Regulations and F.S. ch. 112.
- (c) Sarasota County requires each vendor who seeks to do business with Sarasota County to comply with the following ethical standards:
 - (1) No vendor shall discuss or consult with other vendors intending to compete for the same or similar contract for the purpose of bid rigging, collusion or other activities that are illegal, unethical or limiting competition.
 - (2) No vendor shall submit false information or intentionally submit misleading information to Sarasota County.

- (3) After the issuance of any solicitation, no current or prospective vendor or any person acting on their behalf, shall contact, communicate with or discuss any matter relating to the solicitation with any Sarasota County employee or elected or appointed official, other than the Procurement Official or his/her designees. This prohibition ends upon execution of the final contract or upon cancellation of the solicitation. Any current or prospective vendor that lobbies any Sarasota County employee or elected or appointed official while a solicitation is open or being recommended for award (i) may be deemed ineligible for award of that solicitation by the Procurement Official, and (ii) will be subject to Suspension and Debarment outlined in Section 2-223.
 - (4) Vendors shall comply with all ethical standards as further described in the Procurement Manual.
- (d) Failure to comply with this Section shall be deemed a violation of ethical standards subject to administrative actions and may be subject to civil, and/or criminal penalties for ethical violations as described below:
- (1) Employees who violate the ethics standards described in this section shall be subject to administrative disciplinary action, following Sarasota County Government Human Resources procedures and guidelines, up to and including dismissal from Sarasota County Government employment.
 - (2) Vendors who violate the ethics standards described in this Section shall be subject to Suspension and Debarment as provided in Section 2-223 of this Article.
- (e) Vendors doing business with Sarasota County shall comply with the provisions of F.S. § 287.133 ("Public Entity Crimes Act").

Sec. 2-214. - Delegation of Authority.

- (a) All rights, powers, duties and authority relating to the procurement and contracting of goods and/or services for the Sarasota County Board of County Commissioners, including the authority to approve all purchases and sign those agreements, contracts, change orders, purchase orders for the purchase of goods and/or services, and termination of contracts governed by this Article, provided they are in conformance with the law and all applicable ordinances, resolutions and administrative policies, are vested in the Sarasota County Administrator. The Sarasota County Administrator may, unless otherwise prohibited by law, delegate the rights, powers, duties and authority granted herein to other Sarasota County officials designated to act for the Procurement Official in his or her unavailability, or when the Sarasota County Administrator otherwise deems such delegation as necessary.
- (b) The Sarasota County Administrator shall appoint a Procurement Official who shall serve as the principal public procurement official for Sarasota County, who shall have relevant, recent experience in public procurement and in large-scale procurement of supplies, services or construction, and shall be a person with demonstrated executive and organizational ability.
- (c) The County Administrator or designee(s) shall have authority over all aspects relating to the procurement of goods and services in accordance with this Article, including the preparation of a Procurement Manual.
- (d) The Sarasota County Board of County Commissioners, during periods of critical need and/or under special circumstances, may make additional delegations of authority beyond those contained in the preceding paragraphs by adoption of a Resolution.
- (e) The County Administrator or designee is authorized to adopt systems, procedures, standards, reporting and evaluation tools related to: (i) the effective development, negotiation and

administration of Sarasota County contracts, and (ii) the evaluation of performance and qualifications of contractors, suppliers and vendors currently doing business or proposing to do business with Sarasota County.

- (f) The Sarasota County Board of County Commissioners delegates to the Sarasota County Attorney the authority to approve contracts for legal services.

Sec. 2-215. - Preferences for Local Businesses and American Businesses.

- (a) Preference shall be given to local businesses and American businesses in the purchase of goods and services procured pursuant to this Article. Business entities desiring to receive preference as a local business or an American business shall be required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business or an American business. Any business entity that fails to submit sufficient documentation shall not be granted preference.

- (1) "Local business" means (1) the vendor has paid a local business tax either to Sarasota, Manatee or Charlotte County, if applicable, or is a business entity registered with the State of Florida Division of Corporations indicating a principal office located in Sarasota, Manatee, or Charlotte County or presents other verifiable documents to substantiate business location in Sarasota, Manatee or Charlotte County that are satisfactory to the Procurement Official and, (2) has maintained a permanent physical business address located within the limits of either Sarasota, Manatee or Charlotte County from which the vendor operates or performs business for at least one year prior to the submission of a response to a Sarasota County solicitation and, (3) has at least five full time employees or one principal officer at this location.

- (2) "American Business means:

- (a) A business entity that is formed and registered in a state within the United States of America or the District of Columbia; or
- (b) A sole proprietorship or general partnership that is not registered as an entity, but where the principal office is located in a state within the United States of America or the District of Columbia and the sole proprietor or partners are U.S. citizens or permanent residents; or
- (c) A joint venture that is not registered as a business entity in a state within the United States of American or the District of Columbia where at least 50% of the joint venturers qualify under either (a) or (b).

- (b) For procurements secured through competitive sealed bids or quotes, preferences will be applied in the order outlined below.

- (1) Local Preference

- (a) If the lowest responsive and responsible bidder is a local business, no preferences will be applied.
- (b) If the lowest responsive and responsible bidder is a non-local business, local preference will be given to the lowest responsive and responsible local business when its bid or quote is within ten percent of the lowest responsive and responsible bid or quote submitted by a non-local business by allowing the local business five business days to submit a revised bid or quote that is less than or equal to the non-local business bid or quote. If the lowest responsive and responsible local business submits a revised bid or quote that is less than or equal

to the total price submitted by the lowest responsive and responsible non-local business, then the award shall be made to the local business. If the lowest responsive and responsible local business fails to submit a revised bid or quote that is less than or equal to the lowest responsive and responsible non-local business, American business preference will be applicable.

- (c) In the event no local business submits a bid within ten percent of the non-local business, American preference will be applicable.
- (2) American Business Preference
 - (a) if the lowest responsive and responsible non-local bidder is an American business, award shall be made to that non-local American business.
 - (b) If the lowest responsive and responsible non-local bidder is not an American business, American business preference will be given to the lowest responsive and responsible American business when its bid or quote is within ten percent of the lowest responsive and responsible non-American business by allowing the American business five business days to submit a revised bid or quote that is less than or equal to the non-American business bid or quote. If the lowest responsive and responsible American business submits a revised bid or quote that is less than or equal to the total price submitted by the lowest responsive and responsible non-American business, then the award shall be made to the American business. If the lowest responsive and responsible American business fails to submit a revised bid or quote that is less than or equal to the lowest responsive and responsible non-American business, the award shall be made to the lowest responsive and responsible bidder, regardless of American business status.
- (3) Where multiple awards result from a single solicitation, the preference process set forth herein will be applied to each award.
- (4) For competitive sealed bids or quotes where the highest responsive and responsible bidder receives the award, preferences will be given to the highest responsive and responsible local business or American business when its' bid or quote is within ten percent of the highest responsive and responsible bid or quote submitted by a non-local or non-American business. All other procedures are the same as for competitive sealed bids or quotes where the lowest responsive and responsible bidder is awarded, except that the revised bid or quote must meet or exceed the bid of the highest responsive and responsible non-local or non-American business.
- (c) For procurements secured through competitive sealed proposals, the solicitation shall include a weighted criterion for a local businesses and American businesses that equals ten percent of the total points in the evaluation criteria published in the solicitation. The allocation of local business and American business points shall be clearly defined in each solicitation.
- (d) These preferences shall not apply to the following:
 - (1) Goods or services provided under a cooperative purchasing agreement or piggyback.
 - (2) Contracts for professional services subject to the Consultants' Competitive Negotiation Act (F.S. § 287.055).
 - (3) Purchases or contracts which are funded, in whole or in part, by a government or other entity in which the laws, regulations or policies governing such funding prohibit application of local preference.

- (4) Purchases under emergency or noncompetitive situations exempt from competition.

Sec. 2-216. - Threshold Levels and Procurement Standards.

- (a) All procurements should be in the best interest of Sarasota County and should maximize competition and prudent spending to the greatest extent possible.
- (b) The fundamental purpose of establishing threshold levels is to aid in the initial determination of the most appropriate procurement method. Procurements shall not be artificially divided so as to circumvent competitive purchasing requirements.
- (c) Procurements utilizing federal or state funds shall follow the requirements of the agency granting the funds.
- (d) Specifications shall be written to encourage fair and open competition whenever possible.
- (e) Awards shall be made based upon criteria set forth in the solicitation.
- (f) Competitive solicitation methods are based on threshold purchasing category levels as determined by Resolution.

Sec. 2-217. - Procurement Methods.

Sarasota County's procurement methods may include, but are not limited to the following:

- (a) Informal quotes may be solicited and awarded by designated Sarasota County employees as set forth in the Procurement Manual without public announcement and without formal competition.
- (b) Invitations for Quote (IFQ) shall be issued by the Procurement Official with public announcement and competition. Any resulting contract shall be awarded to the responsive and responsible vendor submitting the lowest or best overall quote which meets all specifications.
- (c) Invitations for Bid (IFB) shall be issued by the Procurement Official with public announcement and competition. Any resulting contract shall be awarded to the responsive and responsible bidder submitting the lowest or best overall bid which meets all specifications.
- (d) Cooperative Purchasing.
 - (1) Piggybacking. The Procurement Official shall have the authority to procure goods or services from vendors who have been selected, as a result of a competitive selection process by a federal, state or local government, or any other governmental agency, political subdivision, or government-related association. If piggybacking another local government entity, the originating entity must have utilized a competitive process similar to Sarasota County's, as determined by the Procurement Official.
 - (2) Consolidated Joint Purchasing. The Procurement Official shall have the authority to join with other government entities and consortiums in cooperative purchasing ventures when in the best interest of Sarasota County.
- (e) Request for Proposals (RFP) shall be issued by the Procurement Official with public announcement and competition. Any resulting contract shall be awarded to the responsive and responsible proposer submitting the proposal which with all factors considered provides the best value as determined by the County according to the criteria set forth in the solicitation.
- (f) Request for Professional Services (RPS) shall be issued by the Procurement Official to procure professional engineering, architectural, landscape architectural or surveying and mapping services in accordance with the Consultants' Competitive Negotiation Act (CCNA), F.S. § 287.055. A RPS may also be used for acquisition of other services as provided for by law.

- (g) Invitation to Negotiate (ITN) shall be issued by the Procurement Official with public announcement and competition. An ITN is used when it is determined beneficial to issue a written solicitation for competitive sealed replies to select one or more vendors with which to conduct negotiations.
- (h) Emergency Procurements may be used in the event of an unexpected and urgent need where health and safety or the conservation of public resources is at risk, using such competition as is practical under the circumstances, as follows:
 - (1) A declaration of the existence of an emergency situation by the County shall also constitute the declaration of the existence of an emergency procurement condition. The Procurement Official may thereby suspend any or all of the provisions of this Article.
 - (2) The Sarasota County Administrator or designee, on a case by case basis may approve an emergency purchase based upon the Procurement Official's good faith review of the available sources that may timely respond to the urgent need for goods and services and the documentation of the emergency conditions related to that purchase. Upon written determination and approval of the Sarasota County Administrator, the emergency purchase may be made. The Sarasota County Administrator will report to the Sarasota County Board of County Commissioners all such emergency procurements.
 - (3) For instances where the County is providing services to other governmental entities which have declared an emergency, and upon request of the County Administrator or designee, the Procurement Official may suspend any or all provisions of this Article as to the procurement of goods or services necessary to support the provision of such services.
- (i) Requests for Qualifications (RFQ) shall be issued by the Procurement Official with public announcement and competition. A RFQ may be either a single step or multi-step solicitation. A single step RFQ is used when it is in the best interest of the County to award based solely on qualifications, and a multi-step RFQ is used to create a pre-qualified pool of vendors for a subsequent solicitation.
- (j) Sole Sourcing is a procurement decision to select one particular supplier to the exclusion of all others. This decision may be based on lack of competition, proprietary technology, copyright, warranty or a supplier's unique capability.
- (k) Single Sourcing is a procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.
- (l) Reverse Auctions shall be issued by the Procurement Official when it is deemed to be the most efficient means of obtaining the best price through open competition.
- (m) Requests for Information (RFI) shall be issued by the Procurement Official when it is in Sarasota County's best interest to request information from potential vendors prior to the issuance of a planned solicitation.

Sec. 2-218. - Waiver of Competition; Exemptions from Competition

Waivers: The competitive process may be waived for the following categories of upon the determination of the Procurement Official that approval of such waiver is in the best interest of the County.

- (a) Purchases from another government agency or from a nonprofit organization authorized to do business in the State of Florida.
- (b) RESERVED
- (c) RESERVED

- (d) RESERVED
- (e) Health and social services including examination, assessment, diagnosis, treatment, prevention, case management, consultation or administration, and funeral-related services.
- (f) RESERVED
- (g) Educational or academic programs; educational or recreational field trip instructors, trainers, facilitators, professional advisors and speakers.
- (h) Lobbying services.
- (i) Legal services including retaining services of law firms or other outside counsel for any reason, expert witnesses, court reporter services, appraisal services, trial consultants or similar persons or firms deemed by the Sarasota County Attorney as necessary to address the legal needs of Sarasota County, together with document management and production, legal research, and information technology products and services.
- (j) RESERVED
- (k) Products or services necessary to maintain existing warranties and licenses or to maintain compatibility with existing Sarasota County systems which have been purchased in accordance with existing procurement requirements.
- (l) Repairs based upon an independent appraisal, or shop estimates for equipment that has been disassembled.
- (m) Personnel services; recruitment services.
- (n) RESERVED
- (o) RESERVED
- (p) RESERVED
- (q) Financial Instruments: professional services required for the issuance of Sarasota County debt instruments, including the selection of investment bankers for Sarasota County's Underwriting Pool, the selection of a loan provider for direct placement financings (bank loans), the selection of the County's Financial Advisor, the selection of bidding agent for escrow securities related to a refunding, and other services related to the issuance of debt instruments.
- (r) RESERVED
- (s) Services for management studies, executive analysis and related matters as directed by the Sarasota County Administrator or designee. Additional services as determined necessary by the County Administrator in his/her discretion.
- (t) Where specified by law, or Sarasota County ordinance or resolution.
- (u) Telecommunications.
- (v) Products or Services related to Information Technology where the expenditure level is within the authority of the County Administrator as delegated by Resolution.
- (w) Used equipment, used goods, or items being purchased at an auction.
- (x) Repairs and renovations to structures designated as historic.

EXEMPTIONS: Procurements in the following categories are exempt from competition.

- (a) Children's recreational activities associated with winter camp, school breaks, summer camp, and after school programs.

- (b) Postage and postage meter rentals and maintenance; nationally recognized delivery services.
- (c) Dues and memberships in trade or professional organizations; registration fees for trade or career fairs; fees and costs of job-related seminars and training.
- (d) Subscriptions, periodicals, newspapers, books, electronic information, media, maps, pamphlets and similar material in printed or electronic form.
- (e) Advertisements.
- (f) Utility services: water, sewer, electrical, or other required recurring services subject to government rate control.
- (g) Goods or services purchased from grants, gifts, bequests or donations, to the extent the application of this Article would conflict with the requirements, conditions, or limitations attached to the grant, gift, bequest, or donation.
- (h) Works of art for public display; artistic services, restoration, and maintenance of works of art.
- (i) Entertainment services for Sarasota County-sponsored events.

Sec. 2-219. - Construction contracts.

Sarasota County shall competitively award construction contracts pursuant to F.S. § 255.20, and other applicable law. In addition to the procurement methods authorized elsewhere in this Article, this section expressly allows contracts for construction management services, design build contracts, and continuation contracts based on unit prices.

Sec. 2-220. - Professional Services.

Sarasota County shall competitively award contracts for professional engineering, architectural, landscape architectural or surveying and mapping services (including contracts for design build services) pursuant to F.S. § 287.055, and other applicable law.

Sec. 2-221. - Protests.

- (a) Any bidder, proposer or offeror may protest the terms, conditions and specifications of an IFB, ITN, RFP, RFQ or RPS, or a recommended award of a contract resulting from an IFB, ITN, RFP, RFQ or RPS.
- (b) Protestors, and those acting on behalf of a protestor, are prohibited from directly contacting any Sarasota County officer, agent or employee, other than the Sarasota Procurement staff, to discuss any matter relating in any way to the solicitation being protested. This prohibition begins with the issuance of the solicitation and ends upon execution of an agreement or cancellation of the solicitation. Failure to adhere to this restriction may result in the protest being rejected or denied by Sarasota County without further consideration.
- (c) Protests of the Terms, Conditions and Specifications of an IFB, ITN, RFP, RFQ or RPS.
 - (1) Protestors shall first notify the Procurement Official in writing, of their intent to protest the terms, conditions, and specifications (as further defined herein) within three business days of the posting of the solicitation or any subsequent addenda. Failure to provide such written notification will result in the protest being rejected by the County without further consideration.

- (2) With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking or evaluating bids, proposals, or replies, awarding contracts, reserving the rights of further negotiation, or modifying or amending any bid, proposal, reply, or contract, the formal written protest must be received by the County Procurement Official within seven business days (as defined in this section as beginning at 8:00 a.m. and ending at 5:00 p.m., Monday through Friday, except for County recognized holidays) after the posting of the solicitation or the posting any subsequent addenda. Protests submitted after the issuance of an addendum are limited to only those terms, conditions, and specifications expressly modified or addressed by the addendum.
 - (3) To be considered by Sarasota County, protestors must submit a completed Protest Submittal Form with their formal written protest. This form is available electronically from the Procurement Division. Failure of a protestor to timely submit any of the required information or documentation in accordance with the method(s) prescribed in the Procurement Manual will result in the protest being rejected by Sarasota County without further consideration.
 - (4) Upon receipt of a timely filed written protest of the terms, conditions or specifications, the Procurement Official shall stop the solicitation process until the subject protest is resolved, unless it is determined that particular facts and circumstances require the continuance of the solicitation process without delay to avoid an immediate and serious danger to the public health, safety or welfare of Sarasota County. The Procurement Official shall take as much time as deemed necessary to review the documentation and provide a written decision to the protestor. Nothing contained herein shall prohibit the Procurement Official from issuing an addendum to extend the due date of the solicitation.
 - (5) The protestor may appeal a denial by the Procurement Official to the Sarasota County Administrator. The formal written appeal must be received by the County within seven business days of receipt of the decision of the Procurement Official and shall include the basis for the protestor's disagreement with the decision of the Procurement Official.
 - (6) The Sarasota County Administrator or designee shall render a decision to the protestor within seven business days of receipt of the appeal. The decision of the County Administrator shall be final.
 - (7) Any bidder, proposer or offeror who fails to submit a protest of the terms, conditions, and specifications of a solicitation within the specified time frame, will be deemed to have waived any right to protest the terms, conditions or specifications of that solicitation.
- (d) Protests of Recommended Award of a Contract.
- (1) Protestors shall first notify the Procurement Official in writing, of their intent to protest a recommended award of an IFB, ITN, RFP, RFQ or RPS within three business days of the posting of the notice of recommended award. Failure to provide such written notification will result in the protest being rejected by the County without further consideration.
 - (2) With respect to a protest of the recommended award, the formal written protest must be received by the Procurement Official within seven business days (defined in this section as beginning at 8:00 a.m. and ending at 5:00 p.m., Monday through Friday, except for County recognized holidays) after the posting of the notice of recommended award.
 - (3) To be considered by Sarasota County, protestors must submit a completed Protest Submittal Form with their written protest. This form is available electronically from the Procurement Division. The protestor must demonstrate that he would be entitled to the

recommended award. Failure of a protestor to timely submit any of the required information or documentation in accordance with the method(s) prescribed in the Procurement Manual will result in the protest being rejected by Sarasota County without further consideration.

- (4) Written protests of a recommended award must be secured by a protest bond or other security acceptable to the County equal to two percent of the total recommended award, or \$5,000 ("bond"), whichever is less. In the event there is no total recommended award amount the bond shall be \$5,000.00. Failure of a protestor to submit a bond in an original format within seven business days of the posting of the Notice of Recommended Award will result in the protest being rejected by the County without further consideration.
- (5) If a protest is ultimately denied, the full amount of the bond will be retained by the County. If a protest is upheld at any stage of the protest process, the full amount of the bond will be returned to the protestor. If the solicitation is terminated at any point in the appeal process, the bond will be returned.
- (6) Upon receipt of a timely filed formal written protest of a recommended award, the Procurement Official shall stop the contract award process until the protest is resolved, unless it is determined that particular facts and circumstances require the continuance of the contract award process without delay to avoid an immediate and serious danger to the public health, safety or welfare of Sarasota County. Nothing herein shall prohibit proceeding with evaluation of bids or proposals, contract negotiations or other similar activities.
- (7) The Procurement Official shall furnish a decision in writing within seven business days of receipt of the formal written protest of a recommended award. The Procurement Official may conduct such due diligence investigations as he deems necessary to respond to the protest.
- (8) The protestor may appeal a denial of the protest by the Procurement Official to the Sarasota County Administrator. The formal written appeal must be received by the County within seven business days of receipt of the decision of the Procurement Official and shall include the factual and legal basis for the protestor's disagreement with the decision of the Procurement Official.
- (9) The Sarasota County Administrator or designee shall render a decision to the protestor within seven business days of receipt of the appeal.
- (10) The protestor may appeal the decision of the Sarasota County Administrator or designee to the Sarasota County Board of County Commissioners. The formal written appeal must be received by the County within seven business days of receipt of the decision of the Sarasota County Administrator or designee and shall include the factual and legal basis for the protestor's disagreement with the decision of the Sarasota County Administrator or designee. The decision of the Sarasota County Board of County Commissioners shall be final.
- (11) The administrative proceeding before the Sarasota County Board of County Commissioners is quasi-legislative in nature and is not a public hearing or quasi-judicial proceeding. The Procurement Official shall provide the protestor with a copy of the appeal procedures prior to the appeal being heard by the Sarasota County Board of County Commissioners.
- (12) A bidder or proposer who has been recommended for an award which is being protested shall be afforded the opportunity to participate in the protest process, including the administrative proceedings before the Sarasota County Board of County Commissioners.

The Procurement Official shall provide the recommended awardee with a copy of the appeal procedures prior to the appeal being heard by the Sarasota County Board of County Commissioners. Any bidder or proposer who is afforded the opportunity to participate in the protest proceedings shall be bound by the Sarasota County Board of County Commissioner's determination and may not protest that decision.

- (13) The County Administrator in his/her discretion may determine to expedite the consideration of a protest appeal of the Procurement Official's decision by presenting the protest appeal directly to the Sarasota County Board of County Commissioners.

Sec. 2-222. - Suspension or Debarment.

- (a) Sarasota County shall solicit offers from, award contracts to, and consent to subcontracts with responsible vendors only. Debarment and suspension are discretionary actions that, taken in accordance with this Section, are appropriate means to effectuate this policy. The serious nature of debarment and suspension requires that these sanctions be imposed only in the public interest for the County's protection and not as a punishment.
- (b) The debarment and appeals process shall not stay Sarasota County's solicitation, negotiation, or contract award processes, it being understood that Sarasota County must continue to be able to freely conduct county business during the debarment process.
- (c) The Procurement Official shall have the authority to debar a vendor for cause from consideration for award of purchases or contracts. A debarment shall not exceed three years from the date of the final determination of debarment, except that if an entity has been debarred previously, Sarasota County has the right to impose a longer debarment, including permanent debarment, based on the severity of the vendor's conduct.
- (d) Upon the Procurement Official's preliminary determination that cause exists for debarment, the Procurement Official shall also have the authority to suspend a vendor from consideration for award of purchases or contracts pending a final determination of debarment. Such suspension shall not exceed a period of one year or until a final determination regarding debarment is made, whichever occurs earlier.
- (e) Suspension or debarment may be as to all contracting opportunities, or may be only as to certain types or sizes of projects or contracts, or it may be directed only to one or more distinct operating divisions or units of the suspended or debarred vendor depending on the cause(s) and severity of the reason(s) for debarment.
- (f) For the purposes of this Section, a "principal" of a vendor shall mean a partner, majority shareholder, proprietor, director, officer, board member, manager or managing member of a limited liability company, or the functional equivalent thereof, of such vendor.
- (g) Causes of Debarment or Suspension. A vendor may be debarred for cause where the following causes apply to either the vendor itself or a principal of such vendor. Cause for debarment or suspension shall exist if the Procurement Official determines that any of the following applies to the vendor, or a principal thereof:
 - (1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.
 - (2) Conviction under state or federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property or any other offense

indicating or suggesting a lack of integrity and honesty in business, which currently, seriously, and directly affects the vendor's responsibility.

- (3) Conviction or civil judgment finding a violation of state or federal antitrust statutes arising out of the submission of bids or proposals.
- (4) A determination by a court, hearing officer, administrative official, or any local, state, or federal governmental entity or agency of competent jurisdiction that the principal or vendor violated the provisions of any local, state, or federal laws or regulations.
- (5) Commission of any fraud or misrepresentation in connection with a bid, quotation, proposal, solicitation, or contract with Sarasota County or another public entity, regardless of whether such fraud or misrepresentation resulted in a conviction.
- (6) Violation of a material solicitation/contract provision of Sarasota County or another public entity for similar services, including, but not limited to the following:
 - a) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in a solicitation/contract;
 - b) Abandonment of a contract;
 - c) Failure to pay a vendor, subcontractor, or material provider as required by a lawful contractual agreement, the Florida Statutes, or other applicable law, without good cause;
 - d) Repudiation of a solicitation or contract by failure to provide bonds, insurance, or other required certificates as required pursuant to such solicitation or contract;
 - e) Refusal to accept an amendment or contract, or to perform thereon provided such amendment or contract was issued timely and in conformity with the solicitation. Refusal to renew or extend a contract or exercise an option to renew or extend where such renewal, extension, or option requires the mutual consent of the parties pursuant to the terms of the applicable contract shall not be deemed a violation of this provision; or
 - f) Overall performance of a contract, which Sarasota County or another public entity evaluated as poor or unsatisfactory. For the purposes of evaluating the overall performance of Sarasota County contracts, performance shall be deemed poor or unsatisfactory where the vendor continues to perform poorly or otherwise unsatisfactorily after Sarasota County has contacted the vendor regarding its performance issues and undertaken any dispute resolution or corrective action procedures as mandated by the applicable contract or agreement. Overall performance of a contract with another public entity shall be determined based upon any competent substantial evidence of poor or unsatisfactory performance for such other public entity, such as a letter terminating the vendor's services for cause or adverse action taken by the entity against the vendor, such as termination for cause, debarment, suspension, or a lawsuit.
- (7) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more solicitations/contracts with Sarasota County or termination of

a contract for cause by Sarasota County or any other public entity. However, it shall not be considered a basis for debarment if the failure to perform or unsatisfactory performance was caused by events beyond the control of the vendor;

- (8) Presence of principals of the vendor, who were principals of another business at the time when such other business was suspended or debarred by Sarasota County under this debarment policy and procedure or by another public entity within the last five years;
 - (9) Violation of an ethical standard as set forth in either Sarasota County's code of ordinances or in the Florida Statutes; or
 - (10) Any other cause or material factor which adversely affects the responsibility of a person or entity as a Sarasota County vendor, including but not limited to suspension or debarment by another governmental entity for any of the causes listed in this section.
- (h) Notice of Intent to Debar. Upon the Procurement Official's preliminary determination that cause exists for debarment, a written notice of intent to debar will be sent to the vendor. Such notice shall state:
- (1) The reasons for the proposed debarment;
 - (2) The proposed length of debarment;
 - (3) That the preliminary finding of cause and proposed debarment action shall become final if an administrative request for review is not timely filed in accordance with the procedures for such review established herein;
 - (4) Whether the vendor has been suspended from participating in other bids and solicitations pending the finality of the debarment determination; and
 - (5) That suspended or debarred persons cannot be considered for award or receive new contracts during the period of suspension or debarment.
- (i) Request for Review. A vendor that has received a notice of intent to debar may request that the proposed debarment action be reviewed and reconsidered. Such request must be received by the Procurement Official in writing within ten business days of receipt of the notice of the intent to debar. Such request for review and reconsideration shall state the basis for review and reconsideration, and shall include such documents, evidence, and other information as the requesting party deems necessary to support its position. If no request for review and reconsideration is received within the time period allowed, the determination of the Procurement Official that cause exists for debarment and the proposed length of the debarment shall become final, and all rights to request review or appeal shall be deemed waived.
- (j) Review. Upon timely filing of a written request for review, the Procurement Official shall review and reconsider the preliminary determination of cause for debarment, with or without a meeting with the party requesting review, at the option of the Procurement Official. The Procurement Official may request information from, and speak individually or collectively to, any people or entities having information relevant to the debarment determination. The Procurement Official shall render a written decision on the request for review and reconsideration, which shall include the Procurement Official's final debarment decision and action taken, if any, within thirty calendar

days following receipt of the request. The time for rendering a written decision may be extended by the Procurement Official, if such extension is determined to be in the best interest of Sarasota County, by up to an additional thirty days.

- (k) Appeal of the Procurement Official's Decision. A vendor subject to debarment may appeal the final decision of the Procurement Official by submitting a written appeal of such decision to the Sarasota County Administrator within five business days after receipt of the Procurement Official's final decision. The Sarasota County Administrator shall evaluate the vendor's written appeal and issue a written decision within thirty calendar days of his/her receipt of such appeal.
- (l) Appeal of the County Administrator's Decision. A vendor may appeal the Sarasota County Administrator's decision by submitting a written appeal to the Sarasota County Board of County Commissioners with a copy to the Sarasota County Administrator and Procurement Official within five business days of receipt of the Sarasota County Administrator's written decision. The appeal shall be placed on the agenda of a regular Sarasota County Board of County Commissioners as determined by the Sarasota County Administrator. The Sarasota Board of County Commissioners shall evaluate the appeal and render a decision at the meeting. The decision of the Sarasota Board of County Commissioners shall be final.
- (m) Debarred and Suspended Vendors List. The Procurement Official shall maintain a list of suspended and debarred vendors. Vendors that have been suspended or debarred shall be deemed not responsible under Sarasota County's procurement code and be precluded from responding to solicitations or receiving awards of contracts from Sarasota County during the period of their suspension or debarment. Any bid or other response received from a debarred or suspended vendor during the period of their suspension or debarment shall be disregarded and not be eligible for award.
- (n) Reinstatement. At the conclusion of the suspension or debarment period, the vendor shall automatically be reinstated to the status of active vendor and be eligible to submit bids, proposals, or otherwise conduct business with the County. A final determination that debarment is not warranted as a result of the appeals process shall result in automatic reinstatement of the vendor. Notwithstanding any other provision in this Section, the Procurement Official is authorized to reinstate a debarred vendor early, providing that doing so is in the County's best interest.
- (o) Other Remedies. Nothing in this policy or these procedures shall limit Sarasota County from pursuing other legal or contractual rights or remedies against a suspended or debarred vendor, regardless of the pendency of any proceedings hereunder that are related to such suspension or debarment.

Sec. 2-223. - Insurance and Bonding.

- (a) Bonding requirements are to be determined by the County Administrator or designee(s) to protect Sarasota County and may include performance bonds, payment bonds, bid bonds, or any other type of financial guarantee deemed necessary. All bonds or other types of financial guarantee shall meet the requirements of Sarasota County.
- (b) In all procurements in which there is a requirement for insurance, the vendor shall provide insurance that meets the requirements of Sarasota County prior to the commencement of work.

Sec. 2-224. - Audit Rights.

Sarasota County shall be entitled to audit and otherwise inspect and copy the books and records of a contractor or any subcontractor under any contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. The contractor shall maintain such books and records for a period of three years from the date of final payment under the contract, unless the Procurement Official authorizes a shorter period.

Sec. 2-225. - Reserved Rights.

- (a) Sarasota County reserves the right in any solicitation to accept or reject any or all bids, proposals or offers; to waive minor irregularities and technicalities; or to request resubmission. Also, Sarasota County reserves the right to accept all or any part of any bid, proposal, or offer, and to increase or decrease quantities to meet additional or reduced requirements of Sarasota County.
- (b) Notwithstanding any other provisions of this Article, if only one responsive and responsible bid or proposal is received following any solicitation the County Administrator, or designee, reserves the right to reject all bids, proposals or offers and to negotiate with the sole respondent unless otherwise provided by law.
- (c) Notwithstanding any other provisions of this Article, if the County Administrator or designee is unable to negotiate a satisfactory contract pursuant to section (b) above, or no responsive and responsible offers are received following any solicitation, the County Administrator, or designee, reserves the right to cancel the solicitation and to negotiate with any responsible provider unless otherwise provided by law.
- (d) The Procurement Official shall have the authority to deem a bidder or proposer non-responsible on a case-by-case basis if said bidder or proposer has had a contract with the County terminated for cause.

Sec. 2-226. - Unauthorized Purchases.

Every Sarasota County employee is bound by the provisions of this Article. Violations shall be handled in the manner provided by Statute or applicable Sarasota County Government policies and procedures. Sarasota County shall not be bound by any order or contract made contrary to the provisions herein.

Sec. 2-227. - Compliance with State and Federal Requirements.

The provisions of this Article notwithstanding, Sarasota County shall comply with all applicable state and federal laws and regulations.

Sec. 2-228. - Environmentally Sustainable Procurement.

Sarasota County is committed to the procurement of products and services that minimize negative environmental and social impacts and emphasize long-term values. Preference may be given to such products and services. Such procurements may consider raw materials acquisition, productions, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

Sec. 2-229. - Provisions Held Unconstitutional.

If any provision of this Article is for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provisions shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions.

Sec. 2-230. - Transparency of Solicitation Documents.

Notices of solicitations will be posted on the Sarasota County website, with the Procurement Official reserving the right to advertise in additional media if appropriate in his/her judgment.

Sec. 2-231. - Proposals for Public Private Partnerships.

- (a) F.S. § 255.065 "public-private partnerships", as may be modified from time to time, is incorporated into this Article.
- (b) The County Administrator shall make the determination on whether or not to proceed with the evaluation of an unsolicited proposal. Should the County Administrator authorize the evaluation of an unsolicited proposal, the proposer shall be required to submit a \$5,000.00 reviewing fee. Following such review the County Administrator shall determine whether it is in the County's best interest to proceed with a solicitation as required in F.S. § 255.065. The County Administrator's decision shall not be subject to protest or appeal. The \$5,000.00 reviewing fee may be waived or refunded by the Board of County Commissioners.
- (c) The rejection of a proposal shall create no rights in the proposer and such decision is not subject to protest or appeal. The County, in its discretion, reserves the right to reject all proposals at any point in the process prior to the full execution of a contract with a proposer.

Secs. 2-232—2-290. - Reserved.