

RESOLUTION 2009- 235

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE REVISED AND RESTATED PURCHASING CODE, SECTION III OF THE COUNTY ADMINISTRATIVE CODE

WHEREAS, The Board of County Commissioners of St. Johns County, Florida (Board), desires to ensure the fair and equitable treatment of all persons who deal with the St. Johns County, Florida (County) Procurement system; and

WHEREAS, The Board desires to provide for increased public confidence in the procedures followed by County Procurement; and

WHEREAS, The Board desires to foster effective, broad-based competition within the free enterprise system; and

WHEREAS, The Board desires to provide increased economy in County Procurement Activities and to maximize to the fullest extent practicable the purchasing value of County funds and to Provide safeguards; and

WHEREAS, a revised and restated County Purchasing Code (attached and incorporated herein) will accomplish the above-stated goals, as well as, provide additional procedural and administrative safeguards.

NOW THEREFORE BE IT RESOLVED BY the Board of County Commissioners of St. Johns County, Florida, that:

1. The above recitals are hereby incorporated into the body of this Resolution and are adopted as Findings of Fact.
2. The Board of County Commissioners hereby approves the terms, provision, conditions, and requirements of the revised and restated Purchasing Code, which is Section III of the County Administrative Code.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 1st day of September, 2009.

**BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA**

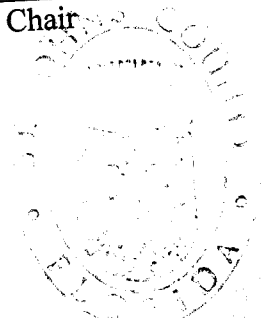
**ATTEST: Cheryl Strickland, Clerk**

By: Ram Halterman  
Deputy Clerk

By: Cyndi Stevenson  
Cyndi Stevenson, Chair

Effective Date: 9/2/09

RENDITION DATE 9/2/09



and County holidays are excluded in the computation of the five business day period provided in this Section). No changes or amendments to the formal written protest will be allowed after the expiration of the five business day deadline.

304.10.3 The formal written protest shall contain the following:

304.10.3.1 St. Johns County bid number and description as advertised.

304.10.3.2 Name and address of company or person filing the protest.

304.10.3.3 Name and title of person submitting the protest. If someone other than the bidder is submitting the protest, written authorization from the bidder authorizing that person to act on the bidder's behalf must also be submitted.

304.10.3.4 A statement of disputed material facts. If there are no disputed material facts, the written formal protest must so state.

304.10.3.5 A precise statement of the facts, rules, regulations, statutes, and constitutional provisions entitling the affected party to relief.

304.10.3.6 A statement indicating the relief requested.

304.10.3.7 Bid Protest Bond: Any person who files an action protesting a procurement matter shall, at the time of filing the formal written protest, deposit with the County, either cash, or a bond, satisfactory, in form and content, to the County, and payable to St. Johns County, in an amount equal to 5% of the County's estimate of the total contract value, or \$2,000.00 whichever is greater. However, in no case will the bid protest bond exceed \$100,000.00. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the quasi-judicial administrative hearing and in any subsequent judicial review proceeding. If the deposit is in cash it may also be payable by money order or cashier's check. If, after completion of the protest and any court or appellate court proceeding, the County prevails, the County shall recover all cost and other amounts recoverable which may be included in the final order or judgment. The recoverable costs shall include fees charged by the hearing officer, and will include attorney's fees. Upon payment of such costs and charges by the protester, the bond, cashier's check or money order shall be returned to the protester. If the protester prevails, then the bond shall be returned in its entirety.

304.10.3.8 Any other information, and/or documentation that is material to the protest.

304.10.4 Upon receipt of a timely formal written protest, the County shall stop the solicitation or contract award process until the protest is resolved by final County action, unless the County Administrator, or designee, sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

304.10.4.1 Upon receipt of a formal written protest, the Purchasing Director will determine whether the protest involves disputed issues of material fact. If the protest involves disputed issues of

- d. The standard of proof during the protest hearing shall be whether the intended action is illegal, arbitrary, dishonest or fraudulent. The hearing officer shall be limited to a review of the appeal, the responses, and any relevant protest materials.

304.10.5.6 The Board of County Commissioners will consider the recommended order of the hearing officer on each protest. A majority vote of a quorum present is sufficient to act upon the recommended order. Additionally, a majority vote of quorum present will be sufficient to reject the administrative order if, after receiving advice from the County Attorney, the Board of County Commissioners concludes that the hearing officer made a material finding of fact that was not supported by competent substantial evidence, or if the hearing officer committed a material violation of the procedure (such as, for example, failing to follow the required standard of proof set forth in this Manual), or applied an erroneous principle of law that had a material effect on the outcome of the proceeding or for any other reason.

304.10.6 The decision of the Board of County Commissioners shall be final quasi-judicial action entitling the protester or other intervening substantially affected party to judicial review in the manner provided by law. (Providing for judicial review by certiorari of a bid protest from quasi-judicial action from a governmental authority not subject to Chapter 120). See also 9.030(c), 9.100 and 9.190(b)(3), Florida Rules of Appellate Procedure.

304.10.7 Nothing in this Purchasing Manual is intended to affect the power of the Board of County Commissioners to settle actions pending before the courts, and all power to settle legal proceedings is reserved to the County.

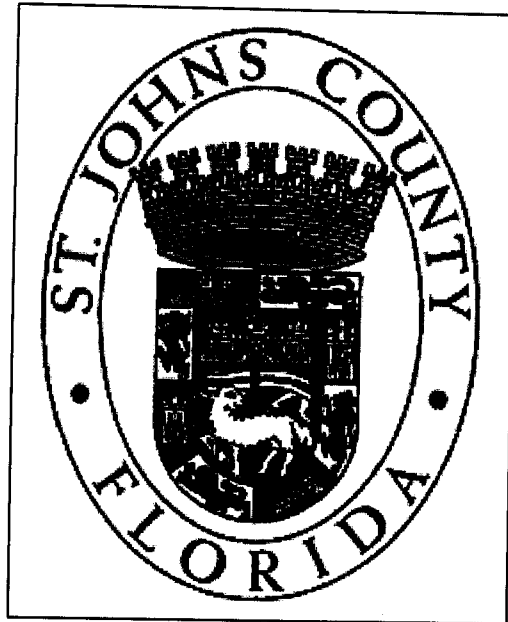
304.11 Protest Procedure specific to an Invitation to Negotiate, a Request for Proposals, or Request for Quotations.

The procedure for protesting proposed action by the Board of County Commissioners regarding an Invitation to Negotiate, a Request for Proposals, or Requests for Quotations shall be the same as above, but with the following additional conditions:

304.11.1 In attempting to resolve a protest, the Purchasing Director may, at his/her discretion, confer privately and individually with a member, or members, of the Evaluation Committee, or reconvene the Evaluation Committee for consideration of the protest, including material issues, the collective evaluation and ranking of the committee as a whole, or consideration of individual member rankings. Except in unusual circumstances, new facts and evidence cannot be presented that was not presented in the original submittal. The Evaluation Committee meeting will be a public meeting conducted in accordance with any applicable federal and/or state Sunshine Law.

The Purchasing Director may, in his/her sole discretion remove from consideration a score, or scores, when such score(s) is deemed unreliable, inaccurate, or so far removed from the range of evaluators as to be deemed unreliable, provided that a minimum of three evaluators' scores are considered in the final ranking.

304.12 Required Statement on Requests for Proposals and Requests for Qualifications.



# **Purchasing Procedure Manual**

**SEPTEMBER 2009**

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**St. Johns County  
Administrative Code**

<b>Section:</b> Purchasing	<b>Date Issued:</b> January 1993 <b>Revised:</b> September 2009
<b>Title:</b> Purchasing Policies and Procedures	<b>Reference:</b>

**300.1 Purpose**

To set forth and establish the County's policies and procedures for the procurement of all commodities, goods and services required for the operation of all departments under the Board of County Commissioners of St. Johns County, Florida.

**300.2 Scope**

All officials, departments and employees under the control and responsibility of the Board of County Commissioners of St. Johns County.

**300.3 Policy**

Those policies and procedures as stated in the St. Johns County Purchasing Manual, which has been distributed to each County Department.

**St. Johns County  
Administrative Code**

<b>Section:</b> Purchasing	<b>Date Issued:</b> June 1999 <b>Revised:</b> September 2009
<b>Title:</b> Duties and Responsibilities	<b>Reference:</b>

**301.1 Purpose**

To establish the responsibilities and duties of the Purchasing Department regarding policy and procedure.

**301.2 Scope**

All officials, departments and employees under the control and responsibility of the County Administrator.

**301.3 Organization**

The Purchasing Department, under the Purchasing Director, reports directly to the County Administrator or his designee. The Purchasing Department is comprised of two sections, Commodities and Contracts.

**301.4 Responsibilities**

301.4.1 The Purchasing Department, under the Purchasing Director, is responsible for developing and administering purchasing policies, initiating reports necessary to permit analysis of purchasing performance, processing bids, consolidating purchases of like or common items, analyzing prices paid for equipment, supplies, and services, and generally defining how to obtain savings and to coordinate purchasing and contracting procedures. The Purchasing Director is charged with the responsibility of insuring that all purchases comply with County Purchasing Policy.

The Purchasing Director has commitment and signature authority for purchase orders, contracts for commodities, outside services, construction, and professional services including change orders, task orders and amendments. The Purchasing Director has the authority to make awards up to the existing award limit without additional commitment approvals and all other awards with approval of the County Manager or Board of County Commissioners.

**301.5 Functions:**

301.5.1 Develop purchasing objectives, policies, programs and procedures for the acquisition of equipment, commodities, supplies, outside services, construction, professional services, and disposal of surplus material.

301.5.2 Coordinate purchasing procedures with other departments and County officers.

301.5.3 Act as the County Administrator's representative on matters pertaining to purchasing.

301.5.4 Initiate reports necessary for analysis of the Purchasing Department's performance.

301.5.5 Assist in preparing specifications for equipment, supplies and services.

301.5.6 Prepare bid documents for sealed bid requirements and submit advertisements to the Clerk's Office as required by 302.7 herein.

301.5.7 Prepare proposal documents for Request for Proposals (RFP) or Request for Qualifications (RFQ) and submit advertisements to the Clerk's Office as required by 302.7, 306.2.5.1.2 and 307.2.1.1.

301.5.8 Attend bid openings of all sealed bids and tabulate the results of the bid proposals received.

301.5.9 Transmit bid proposals to the applicable department head or staff director for evaluation, review and recommendation for bid award to the Board.

301.5.10 Transmit RFP/RFQ proposals to the applicable evaluation team members with evaluation forms and instruction on the evaluative process. Schedule, preside over, and maintain record of the public evaluation review meeting.

301.5.11 **At least fifteen calendar (15) days prior to the scheduled Board meeting for consideration of a particular bid/RFP/RFQ, provide** the County Administrator with written recommendations for bid/RFP/RFQ awards that require Board approval. Attach copies of each department head or staff recommendations as back-up. Coordinate any rebuttal of recommendations made, consulting with the County Administrator prior to finalizing award recommendations.

301.5.12 Consolidate purchases of like or common items to obtain maximum economical benefits.

301.5.13 Arrange for the disposal of surplus supplies and equipment. (See Section 308 on Surplus and Obsolete Property.)

301.5.14 Work with other departments to promote goodwill between the County and its suppliers.

301.5.15 Prepare and submit annual operating budgets for the Purchasing Department.

301.5.16 Coordinate with the Finance Department's Fixed Assets the acquisition of all vehicles and rolling stock for the assignment of SJCV numbers and obtaining tags.

301.5.17 Prepare and send the insurance notification form to the County's Risk Management to assure that applicable vehicles and major equipment acquired have liability insurance prior to release for use by the department, with the exception of Rescue Service and Fire Service who will assure that their newly acquired vehicles will have the necessary insurance coverage, prior to release for on the road operation or use.

301.5.18 Insure vendors and contractors doing business with the County are aware of the County's Equal Opportunity Plan.

301.5.19 Provide an ongoing program of value analysis to determine what can be done to save the taxpayers money and improve efficiency.

301.5.20 Administers annual agreements and contracts for commodities and outside services for all county departments; includes monitoring performance.

301.5.21 Establish and provide guidelines for the acquisition of outside services such as Construction, Maintenance or Professional Services.

301.5.22 Establish and provide guidelines for the acquisition of short-term rental or long term leased equipment.

### **301.6 Administrative Policies**

301.6.1 All requests for prices and purchases of \$10,000.00, or more, must be made by the Purchasing Department except as listed below. No other department or employee, except as listed below, shall have the authority to sign contracts, agreements, lease agreements or any other form of commitment, regardless of dollar value. The Purchasing Director has the authority to delegate commitment approval to members of the Purchasing Staff. The staff member possessing delegated commitment approval may approve and sign Purchase Orders or contracts provided that their authority cannot equal or exceed the commitment approval levels of the Purchasing Director. The delegated authority will be by memo signed by the Purchasing Director. The time frame will normally be for a maximum of one year and will state the approval limits by category: Commodities, Annual Commodity Contracts, Capital Equipment, Fuel, On Site Services, Professional Services, Construction, Change Orders and Task Orders. No other department or employee except those indicated below shall have the authority to purchase or make any other form of commitment on behalf of the County for:

301.6.1.1 The acquisition of insurance - Board of County Commissioners.

301.6.1.2 New trunk lines, modifications to existing trunk lines, long distance services- Assistant County Administrator.

301.6.1.3 The leasing of real property - as directed by the Board of County Commissioners. (F.S. 125.35 & 125.031)

301.6.1.4 The purchase or sale of real property - Real Estate Officer and County Legal Staff as directed by the Board of County Commissioners. (F.S. 125.35)

301.6.1.5 **One** time purchases under \$10,000.00—Ordering department head or his/her authorized representative. (Excluded are certain types of defined length (not to exceed 72 months) equipment agreements, including, but limited to lease agreements for cell phones, copiers, other equipment, etc.) Such small one time purchases that are included under this Section will be made in accordance with the procedure set forth in Section 302.9.1 of this Purchasing Manual.

301.6.1.6 Professional services as provided in the "Consultants Competitive Negotiation Act" (F.S. 287.055) by the County Administrator or Purchasing Director with approval of the Board of County Commissioners. Board approval not required if below the threshold levels provided in F.S. 287.055.

301.6.1.7 Other Professional Services - County Administrator or Purchasing Director with approval by the Board of County Commissioners. Board approval not required if below threshold level provided in F.S. 287.055.

301.6.1.8 The Acquisition of Utilities - County Administrator or designee.

301.6.1.9 From time-to-time the County Administrator may determine that the above exceptions need or require revision. In such circumstance, the County Administrator shall report to the Board of County Commissioners, each time the above exceptions are revised. The authority to purchase, the requirements in the above exceptions, or additionally approved exceptions, will be delegated to the appropriate departments by the County Administrator.

301.6.1.10 Except as listed above, no one is authorized to sign any type of commitment other than Purchasing Staff, Assistant County Administrators or the County Administrator. Materials are not to be received and no work or services are to be authorized or commenced prior to having a fully executed contract, task order, or purchase order.

301.6.2 The Purchasing Department has full authority to question the quality, quantity, and kind of items requisitioned in order that the best interests of the County may be served. No changes, however, will be made without first notifying the ordering department.

301.6.3 All vendors must be offered equal specifications and opportunity to submit bids and/or quotations if they are to compete on equal terms. Each 'competitive solicitation' or 'solicitation' (as these terms are defined in this Manual and in Section 287.012(7) (Florida Statutes), shall be based on identical terms and specifications such that bidders and/or proposers are competing on equal terms.

301.6.4 The County will buy only from *responsive and responsible bidders* and *responsive and responsible vendors* who have adequate financial strength, and a record of adhering to specifications, maintaining shipping promises, or giving a full measure of service. For purposes of both this Section, and this Manual, a *responsible bidder* or *responsible vendor* shall have the meaning noted in definitional section of the Manual. The Purchasing Department shall, in the case of requests for bids, award the contract to the *responsive vendor* who submits the lowest responsive bid. New sources of supply will be given consideration, as multiple sources of supply are necessary to insure availability of materials. The County supports equal opportunity, regardless of race, religion, nationality, or gender in the bidding and award process for contracts and commodities. It is specifically understood that the County will not purchase from suppliers, *responsible bidders*, or *responsible vendors* during any period of disqualification (debarment) pursuant to the Manual or by reason of Sections 287.132 to 287.134, Florida Statutes.

301.6.5 The County strives to maintain strong and enduring relationships with vendors and suppliers of proven ability and those who desire to meet its needs. To accomplish this, purchasing activities

will be conducted so that sources of supply being used will place a high value on County business and make every effort to meet these requirements on the basis of quality, service and price.

301.6.6 Any business relations with sales representatives will be as follows:

301.6.6.1 Sales representatives may be received in other departments only at the request or direction of the Purchasing Department.

301.6.6.2 Departments desiring to interview sales representatives regarding details of their products should request such visits through the Purchasing Department.

301.6.6.3 During interviews with sales representatives, no one may commit himself on preference for any product or service or give any information regarding performance or price which might in any way give one vendor an advantage over another vendor or embarrass the County.

301.6.6.4 All correspondence with suppliers regarding existing contracts or current solicitations will be through the Purchasing Department, except in special cases where technical details involved make it advisable to delegate authority to others or unless otherwise directed by the Purchasing Department. In such cases, the Purchasing Department shall be provided an information copy of all correspondence.

301.6.6.5 Give all sales representatives a full, fair, prompt and courteous hearing.

301.6.6.6 Keep competition open and fair. When specifications are established by the requester, and that equipment or material must have those certain specifications, the words "or equal" will be used after the specification title. It will be the responsibility of the supplier to convince the requester that their product is equal for the purpose of a particular project or use.

301.6.6.7 Keep specifications fair and clear.

301.6.6.8 Work with suppliers and contractors and discuss ways/means to reduce cost, improve delivery times, or provide other benefits to the County.

301.6.6.9 Have consistent buying policies and principles.

301.6.6.10 Observe strict truthfulness in all transactions and in correspondence.

301.6.6.11 Adhere to the Purchasing Code of Ethics and FS 112.313. Do not accept any gratuities other than the company advertising specialties offered of nominal value, such as pens, pencils, key chains, etc.

301.6.7 Cooperation and understanding between departments is essential to the effective operation of the purchasing system. Close liaison must be established between Departments and the Purchasing Department in order to maintain an effective, efficient and economical purchasing system.

301.6.8 The preparation of specifications for technical equipment, plan or designs is the responsibility of the requesting departments (the requester). However, the Purchasing Department shall provide assistance when requested or needed. No specifications shall be changed or modified by the Purchasing Department without coordination with the requesting department. Submit specifications on the requisition or on an attached sheet with appropriate justification and cost account code.

### **301.7 Ethics**

301.7.1 Acceptance of gifts at any time, other than advertising novelties, is prohibited. Acceptance of entertainment also is prohibited. Any employees must not become obligated to any suppliers and shall not conclude any county transaction from which they may personally benefit.

301.7.2 No County officer or employee shall bid for, enter into, or be in any manner interested in any contract for County purchases or County public works, nor shall any officer or employee seek to influence the purchase of a product or service from any bidder; except this restriction shall not be construed to restrict persons from evaluating and appraising the quality and value of the product to be purchased or service to be rendered where the person's scope of employment contemplates advice and council with respect to the purchase.

**St. Johns County  
Administrative Code**

<b>Section:</b> Purchasing	<b>Date Issued:</b> June 1999
	<b>Revised:</b> September 2009
<b>Title:</b> Purchasing Procedures for Ordering	<b>Reference:</b>

**302.1 Purpose** - To establish the policies and procedures for ordering.

**302.2 Scope** - All officials, departments and employees under the control and responsibility of the Board of County Commissioners of St. Johns County.

**302.3 Bid Award Limits**

302.3.1 The Purchasing Department is authorized to purchase or contract for the procurement of equipment, supplies, construction, and services for County purposes from responsible vendors providing the lowest price for such that conform in all material respects to the solicitation, when the amount to be paid by the County does not exceed the Purchasing Department's award limit of \$100,000.00. A *'responsible vendor'* means a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. Section 287.012(24), Florida Statutes.

302.3.2 If the Purchasing procedures for quotations or bids are not followed as specified in Sections 302.4 and 302.6, the requesting Department Head must complete a Request for Approval form for all purchases not in compliance with the policy. The Request for Approval form will be forwarded from the department to Purchasing Director for review and may require higher level approval(s).

302.3.3 Materials are not to be received and no work or services are to be authorized or commenced prior to having a fully executed contract, task order, or purchase order.

**302.4 Quotations**

302.4.1 The Purchasing Department or requester will obtain at least three (3) competitive quotations, whenever possible. Purchase items under \$1,000.00 are exempt from obtaining competitive verbal quotations except as circumstances may require. Sole Source items are also exempt, however, written documentation confirming this condition shall be required. Other circumstances creating an inability to secure multiple quotations shall be documented on the individual requisition and will be filed with the purchase order. Dollar limits shall be based upon the total order value, not on a line item basis.

302.4.2 As outlined below, the Purchasing Department or requester may solicit either oral or written quotations from the open market and shall make use of available current vendors' and suppliers' price lists.



302.4.3 When requesting quotations for items costing up to \$1,000.00, a verbal quotation shall be sufficient, however, a supplier may be required to provide a written quote depending on the complexity of the requirement.

302.4.4 Quotations for items, etc. being requested that are estimated to cost over \$1,000.00 but not more than \$3,000.00, may be solicited orally. Dollar limits shall be based upon the total order value, not on a line item basis. However, a supplier may be requested to provide his quote on follow up correspondence.

302.4.5 Quotations for items in excess of \$3,000.00 and up to \$9,999.00 must have a letter of quote prepared by the requester. Dollar limits shall be based upon the total order value, not on a line item basis. Under urgent conditions requiring immediate ordering action to fill department requirements, quotations may be solicited orally then followed up with a written request for quotation from the supplier.

302.4.6 Quotations for items in excess of \$10,000.00 must be prepared and issued by the Purchasing Department, unless specifically delegated to the requestor.

302.4.7 In all the above situations, it is important that each supplier be provided with identical specifications. Failure to adhere to this requirement will cause inequitable results in quotations received from supplies and cause suppliers to lose faith in the purchasing ethics of the County.

302.4.8 If at least three quotations are not possible, the Purchasing Department or requester will make a notation on the requisition stating reasons for inability to obtain sufficient quotes. All suppliers stating no quote will be documented.

**302.5 Bid Tabulation Postings** - The Purchasing Department shall maintain a bulletin board within the Purchasing Department accessible to the public, where all Bid Tabulations shall be posted for a period of 72 hours, excluding weekends and legal holidays, after the time of bid opening.

### **302.6 Sealed Bids**

302.6.1 All requests for purchases or contracts, except as provided below, shall be advertised for sealed bids when the sum is in excess of the bid limit (\$50,000.00). The determination for the sum exceeding the threshold for sealed bids is as follows: one-time purchases or total anticipated expenditures on an annual basis that are \$50,000.00 or greater for commodities or equipment; or during the total length of the commitment for ongoing services or agreements is \$50,000.00 or greater. The Purchasing Director or County Administrator may approve bid awards up to \$100,000.00. The Board of County Commissioners approval is required for Sealed Bid awards exceeding \$100,000.00.

302.6.2 All items necessitating sealed bidding for departments under the jurisdiction of the Board of County Commissioners must submit to the Purchasing Department a request with specifications attached. With this information Purchasing will prepare a Bid Package and provide a bid opening time and date.

302.6.3 When sealed bids are requested and no proposals are received, it will be the decision of the Board of County Commissioners to accept a supplier as recommended by the Purchasing Department and Requesting Department Head.

302.6.4 Copies of the advertisement will be provided to the Deputy Clerk, either by email or hard copy, who will coordinate with the Purchasing Director, the appropriate bid opening time and date and submit to the local newspaper or specialized publication for legal advertisement. (see 302.7). Additionally, the advertisement will be posted electronically on the Web.

302.6.5 Exceptions to sealed bid and award method include the following:

302.6.5.1 Emergency Purchases - When accompanied by a memo of justification approved by:

\$50,000 or less - Purchasing Director;

More than \$50,000 - County Administrator or designee;

Any emergency purchase of \$100,000.00 or more shall be approved by the Board of County Commissioners.

302.6.5.2 Repairs to Existing Equipment - When accompanied by a memo stating only one firm can or should repair the equipment approved by:

\$50,000 or less - Purchasing Director;

More than \$50,000 - County Administrator or designee;

Any repairs of \$100,000.00 or more shall be approved by the Board of County Commissioners.

302.6.5.3 Sole-Source Items - When accompanied by a memo of justification approved by:

\$50,000 or less - Purchasing Director;

More than \$50,000 - County Administrator or designee;

All Purchases of \$100,000 or more shall be approved by the Board of County Commissioners.

302.6.5.4 Piggyback or Cooperative Purchasing- When other governmental agencies have already established agreements through the competitive sealed bid or RFP/RFQ process and which meet the requirements for St. Johns County.

\$50,000 or less - Purchasing Director;

More than \$50,000 - County Administrator or designee;

All Purchases of \$100,000 or more shall be approved by the Board of County Commissioners.

A piggyback contract will be allowed with respect to competitive negotiations or requests for proposals. If a piggyback forms the basis for the County entering into negotiations, then the existing contract with another governmental entity will be the starting point or basis for negotiations, but the County shall have the authority in its reasonable discretion to alter or change the contract as to terms, conditions, or otherwise with respect to the unique circumstances presented with respect to the proposed use or acquisition by St. Johns County.

302.6.5.5 Bid or Quoted Items Resulting in bid amounts under the existing award limit may be awarded at the discretion of the Purchasing Director.

302.6.5.6 Competitive Sealed Proposals for Certain Services - As outlined in Section 306, the County Administrator or Purchasing Director may approve awards up to \$100,000.00. The Board of County Commissioners approval is required for awards greater than \$100,000.00.

302.6.5.7 Real estate and structures when approved by the Board of County Commissioners.

### 302.6.6 Amendments/Changes After Award

302.6.6.1 The Purchasing Director may authorize changes/amendments for construction, and goods and/or services within the overall scope of the project of up to a cumulative amount of twenty percent (20%) or Fifty Thousand Dollars (\$50,000.00), whichever is higher. If the amendment/change order exceeds the maximum amounts, herein, the amount of the amendment/change order must be approved by the County Administrator or designee. If the change is outside the scope of the original project or procurement as determined by the Purchasing Director, a new invitation for bid must be issued unless bidding would cause a significant delay or other adverse impact on the project. To avoid unnecessary delay, the Purchasing Director, may coordinate a change order with the existing contractor provided the existing contractor is qualified and available to perform on the new project, or is capable of securing the services of a qualified subcontractor. Change orders and Amendments are issued by the Purchasing Department.

302.6.6.2 Extension of time frames for completion of contracts may be authorized by the Purchasing Director.

### 302.7 Bid Advertisements

302.7.1 The Deputy Clerk will be responsible for submitting the legal advertisements inviting bids and requesting legal notice from the newspaper for each date advertisement is published.

302.7.2 The advertisement inviting formal sealed bids shall be published twice, the first notice to be published not less than fourteen (14) calendar days prior to the day set by the Purchasing Department for the receipt of request for proposals or bids. The advertisement shall be published in a newspaper of general paid circulation which is published at least five (5) days a week in the County except for specialized advertising or bids.

302.7.2.1 Construction projects exceeding \$200,000 must be advertised at least once 21 days prior to the bid opening date and at least 5 days prior to the scheduled pre-bid conference. (F.S. 255.0525)

307.7.2.2 Construction projects exceeding \$500,000 must be advertised at least once 30 days prior to the bid opening date and at least 5 days prior to the scheduled pre-bid conference. (F.S. 255.0525)

302.7.3 The newspaper advertisement shall include a general description of the equipment, supplies, or services to be procured, where bid document forms and specifications may be secured, the closing date for acceptance of bids or proposals, and the time and place for the receipt and opening of bids and any other data relevant to the bid requirements.

302.7.4 Formal sealed bids or Requests for Proposals or Requests for Qualifications may also be advertised electronically on the Web when posted for at least 14 calendar days before the date set for

receipt of bids, proposals, or replies. The advertisement requirements are the same as in 302.7.2 and 302.7.3. Electronic advertising may be used alone or in conjunction with the written notice. The Purchasing Director shall be responsible for documenting evidence of advertising in any format.

**302.8 Field Purchase Orders** - Field Purchase Orders were discontinued as of July 15, 1996.

### **302.9 Requisitioning and Purchasing Procedures**

302.9.1 Requisitioning Procedures. All departments or agencies under the Board of County Commissioners shall obtain equipment, supplies, and services under \$10,000.00 by entering a requisition into the Automated Purchasing System, with exception that commodity purchases for \$1,000.00 and under may be made using the Credit Card System as outlined in Section 309. (See Exhibit A Credit Card Purchasing System Policy). The requisition should be submitted far enough in advance of the requirements for the items to permit the Purchasing Department to obtain competitive prices and to allow sufficient time for deliveries to be made. For purchases or agreements \$10,000.00 to \$49,999 the Purchasing Department will enter the requisition, unless the requester is specifically given authorization to do so.

The normal turn around time for a requisition to be processed into a purchase order is four days, (one- requestor enters requisition; two-Purchasing reviews requisition and approves; three-Budget reviews and approves requisition; and four-Purchasing converts requisition into a purchase order.). This is predicated upon Purchasing promptly receiving the required backup and/or quotes from the requestor. Time required normally for delivery of item(s) after receipt of requisition and correct specifications by the Purchasing Department is dependent on availability of materials and whether the sealed bid process must be used. The sealed bid process alone will take a minimum of five (5) weeks or more, plus the lead-time required by the supplier to provide the item(s) requested.

Purchase Order Number: If department is purchasing item(s), a purchase order must be obtained from the Purchasing Department before ordering.

If the department is ordering the items, under no circumstances are items to be picked up by a department before the issuance of a purchase order number. After the fact issuing of purchase orders will not be condoned.

The following is a check list in preparation of the requisition:

302.9.1.1 Required Date: Desired date for receipt of goods or services.

302.9.1.2 Suppliers Name & Address: Enter supplier's Vendor Code. Recommended sources of supply will be noted on the requisition to assist the buyer in expediting the purchase of the department's requirements. Sole source requirements must be fully justifiable and noted on requisition in Comments section by the department head or designee and a hard copy forwarded to Purchasing.

302.9.1.3 Freight: Shipment Method (i.e. N/A, Best way, Delivered, Truck, etc.)

302.9.1.4 Terms: Net terms (30, 60 or 90 days, etc.)

302.9.1.5 Ship To: Enter "Ship To" Code or complete street address where item is to be shipped, or designate if department is to pick up.

302.9.1.6 Bill to: If "Bill to" information is different than "Ship To" information, enter in Text/notes section of the requisition. Provide bill to address for the Department ordering as per format:

St. Johns County Board of County Commissioners  
Department Name  
Street Address  
St. Augustine, Florida & Zip Code

302.9.1.7 Comments/Quotes: The department may also use this block to provide verbal quotations from other sources of supply: When the departments' purchase materials that exceed \$1,000.00 it will serve as a quotation sheet listing three (3) sources of suppliers with prices, as requested in Section 2.2 and record the name of the person of the supplier providing the quote. (Note: All purchases will be made F.O.B. St. Augustine).

Written Quotes: When quotes have been received in writing, or if the County Bid Form is used, forward to the Purchasing Department.

302.9.1.8 Purpose/Intended Use: Enter the purpose or intended use of the items to be purchased.

302.9.1.9 Asset Property Item: Defined as equipment or other tangible personal property of a non-consumable nature, the value of which is \$1,000.00 or more, and normal expected life of which is one year or more. (F.S. 274.02.)

302.9.1.10 Quantity: Self-explanatory.

302.9.1.11 Unit: This indicates how the product is to be purchased, EA (each), BL (barrel), LB (pounds), GL (gallon), etc. When in doubt, contact the Purchasing Department.

302.9.1.12 Commodity Code and Item Description: This is especially important. Be as specific as possible; the more information furnished, the easier it will be to place your order and obtain the item(s) required. All item descriptions will be considered to include "equal" or substitute items at the discretion of the Purchasing Department. If the department requires "No Substitutes", it must state so in the requisition notes and be accompanied by a memo of justification for the sole source; there will be no exceptions.

302.9.1.13 Text Block - include any additional information from item description block and any specifications and/or special instructions.

302.9.1.14 Unit Cost: Whenever possible the unit cost will be obtained from the supplier.

302.9.1.15 Accounting Detail: Enter the correct charge account number for which the items or service will be used from your department budget chart of accounts. The Department Head or designee will be responsible for posting the correct account number to which the item(s) will be charged.

### **302.10 Fund Authorization**

302.10.1 Requisitions must state from which budget account encumbrances will be made and may not be submitted when funds are not available. If funds are not available, it will be the responsibility of the department head to rectify the situation by submission of a Request for line item Transfer of Funds to the Budget Officer or by Budget Amendment with the approval of the County Administrator. The Purchasing Department will process requisitions into purchase orders after it has been determined that sufficient funds are available. For purchases \$10,000.00 and over where the Purchasing Department has entered the requisition, Purchasing will fax or place order, unless the requester is specifically given authorization to do so.

### **302.11 Receipt of Goods and Services**

302.11.1 Any equipment, supplies, or services which go directly to the ordering department must be checked by the department for accuracy, quantity, quality, and condition. Only after this has been accomplished should a delivery ticket, invoice or receiving report be signed. All problems with the shipment will be noted on the receiving document and carrier's waybill before it is signed and returned to the driver delivering the items. If in doubt, always contact the Purchasing Department on how to proceed in cases with problem shipments.

302.11.2 To avoid delays in payment of invoices, be sure that the person authorized to sign invoices, normally the department head or his designated representative, signs all invoices, includes purchase order number and designates appropriate GL number as approval for payment before they are sent to Finance for processing.

302.11.3 When signing for services performed, sign only for what was actually performed. Never sign blank invoices or service tickets. Always check the invoice price and compare to the purchase order or contract amount to insure it is billed correctly. Always insist that your department receives a copy of the service/delivery ticket for the work performed.

302.11.4 If items received are damaged or defective, the department receiving the goods should not use the items and immediately notify the vendor for the corrective action. If the department and vendor need further assistance in correcting the problem, contact the Purchasing Department for assistance.

302.11.5 Core Deposits/Tank or Drum Deposits - It will be the responsibility of the department receiving the items to return or track the core, tank or drum deposit items for credit from the suppliers

302.11.6 When the purchase order is completed send the invoice marked "final" to the Finance Department for payment.

### **302.12 Blanket Purchase Orders**

302.12.1 As a rule, the use of blanket purchase orders will be restricted to purchases in the following categories:

302.12.1.1 Items for which there is an established contract.

302.12.1.2 Small repair or replacement items used on a repetitive basis. Authorization will be at the discretion of the Purchasing Director and the Department Head.

302.12.1.3 Any item(s) which, at the discretion of the Purchasing Director, do not lend themselves readily to acquisition by small purchase or normal requisitioning procedures.

302.12.2 The Purchasing department, in coordination with the requisitioning department, will establish a dollar limit for each blanket purchase order. Typically, unless under a contract established by a bid, a blanket purchase order should not exceed \$10,000.00.

302.12.3 The invoice for the materials received when purchasing items on a blanket purchase order will be signed by the person authorized to sign invoices along with GL number & PO number and forwarded to Finance after receipt. A duplicate copy of the invoice may be retained by the department for posting amount to the blanket order log and for filing in the completed order file.

302.12.4 Thirty (30) days prior to the start of a new fiscal year, the department will request in writing the requirements for new blanket purchase orders. Additionally, the department will be requested to submit in writing the continuance or termination of the existing blanket purchase orders.

### **302.13 Purchase Order Follow Up**

302.13.1 Departments initiating requisitions should keep track of all requisitions and coordinate with the Purchasing Department to insure requisitions have been received and are valid. It is important that Purchasing be alerted by a notation on the requisition that items must be received by the required date.

302.13.2 The function of the Purchasing Department is to facilitate the supply of equipment, supplies or services to fulfill staff and departmental requirements. This function is not complete until satisfactory delivery of such items has been made. Follow-up of outstanding purchase orders is made as follows:

302.13.2.1 Upon being notified by the ordering department that item(s) on the purchase order are past due or needed before the indicated required date, the Purchasing Department will provide the status of an open purchase order.

302.13.2.2 The Purchasing Department will either write or telephone the vendor requesting specific reasons as to why delivery has not been made as required. A new, realistic delivery date will be established if the vendor has a bona fide reason of delay. If not, the order is subject to cancellation. The ordering department will then be notified to either accept the delayed delivery date or authorize the buyer to cancel the order.

302.13.2.3 Continued broken promises or poor service shall result in the Purchasing Director evaluating such performance to determine if the vendor should be removed from the bid and quotation lists.

### **302.14 Canceling of Purchase Orders**

302.14.1 When a department determines that an order is to be canceled, the Purchasing and Finance Departments must be notified. The buyer who placed the order should be the person to be contacted. The reason for the cancellation of the order will be provided in writing by the department to the buyer.

302.14.2 The buyer may cancel the order verbally with the supplier. The action must then be confirmed to the supplier in writing.

302.14.3 The buyer will annotate the Purchase Order as "canceled" and state the reason the purchase order was canceled.

302.14.4 The department will notify Finance that the purchase order is cancelled, so that Finance may close the purchase order and un-encumber those funds.

**302.15 Public Entity Crimes** - No person or company on the Florida State Division of Hearings of the Department of Administration convicted vendors list may submit a bid in excess of \$15,000.00 for a period of 36 months from date of being placed on the list.

**302.16 Buy America Program** - This section applies only to those contracts, agreements or purchase orders which are funded by the Federal Transit Administration, US Department of Transportation or other funding source which requires compliance as a condition of the funding.

This solicitation and the resulting contract are subject to the Buy America requirements in 79 U.S.C. §5323 (j) and the Federal Transit Administration's implementing regulations found at 49 CFR Part 661. These regulations require, as a matter of responsiveness, that the bidder or offeror submit with its offer a completed certification in accordance with § 661.6 or § 661.12, as appropriate. These certifications are set forth in this solicitation in Exhibit Q in the Purchasing Section Exhibits.

**What procurements do these certifications really apply to?** If iron, steel and manufactured products are being procured, the provisions of § 661.5 and the certification found at § 661.6 apply. Under § 661.5 (a), the general principle is re-established that no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States. Subsections (b) and 8 apply to the iron and steel processes and requirements.

For the iron and steel requirements – FTA made it very clear in its revision to 8 of these regulations that the iron and steel requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as transit or maintenance facilities, rail lines, and bridges. The requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock.

For the manufactured products requirement – FTA made it clear in its revision to (d) that all of the manufacturing processes for the product must take place in the United States, that the components must be of U.S. origin, and that a component is considered of U.S. origin if it is manufactured in the United States, regardless if the origin of its subcomponents. Also, in these latest revisions, the FTA eliminated confusion found in the prior regulations by creating a common definition of "component" for both manufactured products and rolling stock.



For bus and rolling stock requirements – In earlier legislation (and as reflected in 49 CFR §661.11), the domestic content requirement for components of buses and rolling stock was to increase from 50% to 60% for contracts awarded after October 1991. In its latest revision, the FTA eliminated all reference to these graduation requirements because it felt the 60% domestic requirement was now in effect for all contracts.

**302.17 Disadvantaged Business Enterprises Program** - This section applies only to those contracts, agreements or purchase orders which are funded by the Federal Transit Administration, US Department of Transportation or other funding source which requires compliance as a condition of the funding.

The St. Johns County Board of Commissioners has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The County has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the County has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of St. Johns County to ensure that DBEs as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT - assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The County Administrator has been delegated as the DBE Liaison Officer. In that capacity, the County Administrator is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by St. Johns County in its financial assistance agreements with the Department of Transportation.

St. Johns County has disseminated this policy statement to all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. This dissemination is accomplished through the inclusion of this document in all contracts and agreements.

**302.18 Anti-Lobbying Certification** - This section applies only to those contracts, agreements or purchase orders which are funded by the Federal Transit Administration, US Department of Transportation or other funding source which requires compliance as a condition of funding. See Exhibit Q-Certification Regarding Lobbying.

St. Johns County BOCC agrees as follows:

- Refrain from using Federal assistance funds to support lobbying
- Comply, and assure the compliance by each third party contractor at any tier and each sub recipient at any tier, with applicable requirements of U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary by 31 U.S.C. §1352.

**302.19 Cooperative Purchasing** - It is standard policy of the Purchasing Department to cooperate with other government agencies in the purchase of goods and services required by the County.

The most common form of cooperative purchasing is purchasing from contracts issued by the State of Florida for specific commodities. A list of commodities available for purchase through a State Contract is issued by the State. These contracts are listed on the following website: <http://www.myflorida.com>.

When any other government agency has competitively bid and awarded any contract for product or service, St. Johns County may purchase that product or service from the awarded vendor at the awarded price if the original bid specifications and award allow it. This is generally known as "*piggybacking*". It is the responsibility of any County Department/Division/Activity to transmit this type of information to the Purchasing Department when requesting a *piggyback* purchase. The Purchasing Director has the authority to deny the *piggyback* purchase if a direct purchase by St. Johns County would be more beneficial.

The Purchasing Department may bid and award the purchase of any product or service with the stipulation that any other government agency may also purchase the awarded product or service at the same awarded price.

It may prove advantageous for the County and other government agencies to explore the possibility of combining their respective requirements for certain commodities and issuing a joint cooperative Bid/RFP. Please contact the Purchasing Department with any ideas for such cooperative purchasing. The Purchasing Department will coordinate with other government agencies, in order to determine if cooperative purchasing is a proper alternative.

Utilization of another government agency's solicitation falls under the same signature authorization levels, as noted elsewhere in this Purchasing Manual.

See Exhibit R for Piggybacking Worksheet

**302.20 Debarment and Suspension** - Government-Wide Debarment and Suspension (Non-Procurement) (For Federal Transportation Procurements)

Background and Applicability - In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT [Department of Transportation] published and updated to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note Section 2455, Public Law 103-355, 108 Stat. 3327).

The provision of Part 29 applies to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000, as well as, any contract or subcontract (at any level) for Federally-required auditing services. 49 CFR 29.220(b). This represents a change from prior practices in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in regulation as “covered transaction.”

Grantees, contracts, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable, but no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C, and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontractors at all levels).

#### Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

#### Suspension and Debarment

This contract is a covered transaction for purpose of 49 CFR 29. As such, the contractor is required to verify that none of the contractor, its principals as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified, as defined at 49 CFR 29.40 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C, and must include the requirement to comply with 49 CFR 29, Subpart C, in any lower tier covered transaction, the contractor enters into.

By signing below, and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by \_\_\_\_\_ (Vendor). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to \_\_\_\_\_ (Vendor), the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C, while this offer is valid, and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**302.21 Owner Direct Purchases** - The County reserves the right to require the Contractor to assign some, or all, its subcontracts or other agreements with material suppliers directly to the County. This process will be referred to as Owner Direct Purchases (ODP), and is a method that may be utilized to create savings for the County. This saves the amount of the sales tax, (currently 6%) when the

County purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment, plus the sales tax. These purchases shall be exempt from the County's Purchasing Policy. The contract cost reduction is accomplished through the construction change order process. Additional savings may also be realized if the County negotiates a cost reduction for the associated reduced premium cost for the project price guarantee, (e.g. performance and payment bond(s), irrevocable letter of credit, bank check, etc.).

1. The Contractor will include the cost of all construction materials and equipment as specified in the Contractor's Bid Price. The Bid Price will also include all Florida State sales taxes normally applicable to such materials and equipment. If the County elects to make Owner Direct Purchase, the responsibilities of the County and the Contractor shall be governed by this Section. All clerical, administrative, management, supervisory, inspection handlings, storage, and other cost, necessary for the Contractor to comply with Owner Direct Purchases are included in the Bid Price.
2. The Contractor shall require major subcontractors to comply with these procedures.
3. The Contractor shall furnish the County with a Requisition identifying each item of material or equipment to be purchased by the Contractor for the project. This form shall be acceptable to the Project Director and the Engineer of Record. The Requisition shall include the following:
  - The name, address, telephone number, Federal Employment Identification Number (FEIN), and contact for the supplier.
  - Manufacturer or brand, model or specification number of the item.
  - Quantity needed as estimated by the Contractor, or its Subcontractor and Suppliers.
  - The price quoted by the Supplier for the material or equipment in question.
  - Any sales tax associated with such quote.
  - Shipping, handling and insurance costs.
  - Delivery date as established by the Contractor, or its Subcontractor and Suppliers.
  - Special terms and conditions which have been negotiated with the Supplier relative to payment terms, discounts, rebates, warranty, credits, or other terms and conditions which will revert to the County.
  - Statement with the submittal control number that materials have been reviewed and approved by Architect and Engineer during the shop drawing submittal process.
4. Promptly upon receipt of a Requisition, the Contractor will be notified of those items the County does not choose to purchase and becomes responsible for their purchase. The County will award a Purchase Order for the items which the County chooses to purchase. The Purchase Order shall require that the Supplier provide any necessary shipping and/or handling costs/charges. The Purchase Order shall also require the delivery on the dates provided on the Requisition. A copy of each Purchase Order will be sent to the Contractor, in order to verify that items ordered are in accordance with the required terms and delivery dates.
5. The Contractor shall prepare, and the County shall execute, deductive Change Orders, in order to reflect purchases that are made by the County. The amount of the deduction shall be based on the Purchase Order, plus sales tax avoided. These Change Orders must be executed before the related Purchase Order will be paid.
6. Nothing in this Section shall alter or modify the procedures for submission of shop drawings, and other submittals by the Contractor.
7. The Contractor shall be fully responsible for the receipt and acceptance of Owner Direct Purchase items. At a minimum, the Contractor shall verify correct quantities, verify

documentation, co-ordinate and expedite delivery, obtain and verify warranties required by the Contract Documents, inspect and accept each item at the time of delivery, unload, handle, and store the items. Owner Direct Purchases by the County in no way relieves the Contractor of complying with specification requirements, co-ordination, protection, scheduling, or warranty.

8. As Owner Direct Purchase items are delivered to the job-site, the Contractor shall visually inspect all shipments, and approve the Supplier's shipping documents. The Contractor shall assure that each delivery document identifies the Purchase Order against which delivery is made.
9. The Contractor shall inspect Owner Direct Purchase items prior to acceptance. If the Contractor discovers defective or non-conforming items, the Contractor shall not utilize such items in the project, and shall promptly notify the County, and assist the County in obtaining repair or replacement of the item. The Contractor shall be fully responsible if the Contractor fails to perform such inspection or otherwise accepts defective or non-conforming material or equipment. The Contractor shall ensure that materials requisitioned have been reviewed by the Architect and comply with specifications.
10. The Contractor warrants Owner Direct Purchase items the same as all other materials and equipment furnished by the Contractor, and nothing in this Section shall alter or modify the Contractor obligations under the Contract relative to warranties.
11. The Contractor shall purchase and maintain Builder's Risk insurance sufficient to protect against loss or damage to Owner Direct Purchase items. Such insurance shall cover the full value of any Owner Direct Purchase items not yet incorporated into the project starting from the moment of material delivery to the project site.
12. The Contractor shall be liable for any interruption or delay in connection with Owner Direct Purchase items.
13. The Contractor shall provide the County's representative with a monthly report documenting the amount and nature of Owner Direct Purchase items accepted by the Contractor. The Contractor shall match all material and equipment to purchase orders, invoices, delivery tickets, and inspection and acceptance reports. The Contractor shall also obtain lien waivers and other releases from Suppliers. Upon receipt of appropriate documentation from the Contractor, payments will be made directly by the County to the appropriate supplier, in accordance with the Purchase Order's terms and conditions.
14. The Contractor shall maintain records of all County Owner Direct Purchase items incorporated into the Work. These records shall be available for inspection by the County upon request.

**St. Johns County  
Administrative Code**

<b>Section:</b> Purchasing	<b>Date Issued:</b> June 1999 <b>Revised:</b> September 2009
<b>Title:</b> Contracts	<b>Reference:</b>

**303.1 Purpose** - To establish the policies and procedures for contracts.

**303.2 Scope** - All officials, departments and employees under the control and responsibility of the Board of County Commissioners of St. Johns County.

**303.3 Contract Requirements**

303.3.1 The formal written agreement between a vendor or consultant and the Board of County Commissioners constitutes a contract for purchasing purposes. Written contracts are normally required for:

303.3.1.1 Construction Projects, outside services, and maintenance projects. (See Section 303.6 and 306)

303.3.1.2 Professional services negotiated under/pursuant to the Consultants Competitive Negotiations Act (F.S. 287.055). (See Section 307)

303.3.1.3 Any other purchase in which a written contract is deemed necessary or requested by the Purchasing Director, County Attorney, County Administrator or Board of County Commissioners.

303.3.1.4 A contract document requested by a vendor or consultant. Any contract document required or requested by the vendor or consultant shall be reviewed by the County Attorney prior to a County representative signing. County personnel do not have the authority to execute a contract over \$1,000 without the County Attorney's, or designee's prior review of such contract.

303.3.2 All contracts shall be prepared and processed by the Purchasing Department and shall be one of the County's standard contract documents, unless prepared by the vendor/consultant per 303.3.1.4, which have previously been approved by County Staff, including the County Attorney. The exception is construction projects that are handled by the Construction Services Department.

303.3.3 Contracts must be so constructed as to protect the County against undefined obligations that may be inherent in the bid or other documents. To provide for safeguards to the County, the contract will have, as a minimum, the conditions listed below:

303.3.3.1 All contracts will identify the date of the contract, the Owner (County), the vendor/consultant and a detailed scope of work, description of the services or commodities to be provided.

303.3.3.2 The number of days to complete the term of the contract.

303.3.3.3 The amount of the contract.

303.3.3.4 A Termination Clause that provides the methods or procedures for the County to terminate with or without cause

303.3.3.5 Various signatures required to execute the contract

303.3.3.6 Insurance. The insurance requirements are as follows:

303.3.3.6.1 The successful bidder/proposer shall indemnify and hold owner harmless against all loss, damage, or expense for reason of injury to person or property arising out of the use of or activities on any said premises by the successful bidder/proposer, its' agents, representatives, contractors, subcontractors, or employees. Prior to commencement of service/deliveries under this Contract, the successful bidder's insurance coverage shall comply with the following insurance requirements:

303.3.3.6.2 Worker's Compensation/Employer's Liability insurance as required by the Worker's Compensation Laws of the State of Florida.

303.3.3.6.3 General Liability Insurance on the Comprehensive Form for all operations of the successful bidder under the Contract, including coverage for, but not limited to Personal Injury, Broad Form Property Damage and product Liability for a minimum limit of \$100,000 per person/\$300,000 per occurrence combined Bodily Injury and Property Damage.

303.3.3.6.4 Automobile/truck Injury and Property Damage Liability Insurance covering all vehicles, whether owned, non-owned, leased or hired with not less than \$100,000 per person/\$300,000 per occurrence combined single limits.

303.3.3.6.5 Insurance companies providing the required insurance coverages for the successful bidder must be rated in the current issue of "Best's Insurance Key Rating Guide" at "A" for the policy holder's category and XIII for the financial category to be specifically approved by the Owner.

303.3.3.6.6 A Certificate of Insurance, naming the St. Johns County Board of County Commissioners as an additional insured, will be required from the successful bidder at the time of signing of the contract. Certificates of Insurance are to be authorized in writing by an officer of the insurance company or companies, identifying their agent and executed by the agent with a copy of the agent's license by the insurance company attached. The Certificate must reflect the required coverages and guarantee St. Johns County that at least a 30 day written notice of cancellation or material change in coverages will be given to St. Johns County.

303.3.3.6.7 Parties contracting to provide the County with services shall not submit an insurance policy requiring that the contracting party shall be responsible for any deductible, set-off, self-insurance or other self-funded component of the coverage for any amount in excess of Twenty

Percent (20%) of the coverage under the insurance policy. To the extent that contracting party will suffer a significant financial hardship by enforcement of this provision, the County Administrator, or designee, is authorized to accept a bond from a licensed surety acceptable to the County Risk Manager in lieu of all or part of the deductible.

303.3.4 Contract Amendments or Change orders: If the terms of the contract must be changed or amended after award, the Purchasing Director can approve change orders or amendments up to \$50,000.00 or twenty percent (20%) on a cumulative basis of the contract value- which ever is higher. Change orders or amendments exceeding \$50,000.00 or a cumulative 20% of the contract value require additional written approval from the County Administrator, or designee.

303.3.5 - Notwithstanding any other provision in this Manual to the contrary, the following are mandatory issues for consideration and inclusion in all contract documents:

- a. A liquidated damages provision for failure to timely deliver a completed construction project (both as to substantial completion and final completion) shall be specified in a daily liquidated damages amount as determined by the Purchasing Director or designee. The amount of daily liquidated damages shall be dependent upon the size of the project and the likelihood of substantial disruption or harm to the County for a delay in completion. The Purchasing Director shall also consider adding a liquidated damages provision in other contracts that involve purchase of goods and services unrelated to construction when the County has determined that it will suffer harm or disruption for a delay in delivery or completion.
- b. No provision shall be allowed that shifts the risk of loss of items purchased to the County from the destination point of shipment. Additionally, no provision shall unreasonably limit the ability of the County to have a reasonable period of time after delivery to inspect the goods and reject products that are non-conforming or unacceptable. Notwithstanding, the Purchasing Director shall have the authority to allow for a contract provision that modifies the County's standard contract rights as expressed in this provision when there is a specific finding of good cause to support a waiver or modification. Good cause shall include sole source, emergency need for the product and other good cause as determined by the Purchasing Director. This procedure for waiver shall apply to the County Administrator with respect to purchases in which it is anticipated that the County will expend more than \$50,000.00 in the fiscal year.
- c. No dispute resolution provision shall alter the County's dispute resolution format which shall include the following requirements:
  - (1) All dispute resolution shall be in the court of appropriate jurisdiction in St. Johns County, Florida, or in the case of federal court litigation, in the federal district court with venue over St. Johns County, Florida.
  - (2) The law of Florida shall apply in all dispute resolution.
  - (3) Each party shall be responsible for his or her or its attorneys' fees.
  - (4) No contract provision will establish a lien or security interest in any property of the County, including the requirement that there be no contractual security agreement or lien purportedly created in the product that is being sold to the County.
  - (5) The County will not hold harmless nor indemnify any private, non-governmental party (including a requirement that the County will not hold harmless nor indemnify any charitable organization).
  - (6) The County will not waive the limits of liability as set out in Section 768.28, Florida Statutes.



- (7) No change order or amendment to any purchase or contract will be effective against the County unless the amount of the change order is within budgetary limits approved/set/established by the Board of County Commissioners of St. Johns County, and approved in writing by either the County Administrator, Purchasing Director, or designee of either the County Administrator, or Purchasing Director. The vendor must acknowledge that to the extent required by Chapter 119, Florida Statutes, the records it receives, generates, or maintains in connection with the contract or business dealings with the County may be public records. With respect to business dealings with the County, the vendor will agree to abide by the requirements of Florida Public Records Act to the fullest extent required by law, and no contract provision will be permitted, or take effect, that purports to modify or delete that obligation.
- (8) In construction contracts and other contracts in which a vendor or contractor will purchase equipment and other tangible property subject to sales tax, the Purchasing Director shall include a sales tax recovery clause. To the fullest extent of the law, the County intends to directly purchase materials so as to lawfully avoid payment of sales tax on purchases that would otherwise be subject to sales tax if the purchase was accomplished by a private vendor.

#### **303.4 Usual Types of Contracts and Orders**

303.4.1 One Time - This type of contract or purchase order is for a one-time buy of a set amount of equipment, supplies and/or services and terminates upon final receipt of items or acceptance of the completed service.

303.4.2 Sole Source - This type of contract or purchase order is to a designated vendor without competitive bids or quotations for specific equipment, supplies or services that cannot be provided by any other vendor due to the unique ability such as technology or availability. The department head must determine in writing, after conducting a good faith review of available sources, that there is only one source or a proprietary source for the required supply, service or construction item. The department head requesting the acquisition will provide complete justification for a sole source purchase by using the *'Request for Approval Form'* attached as Exhibit E. Once a sole source acquisition is approved, the contracting process will be in accordance with the requirements of this Manual with respect to negotiated acquisitions of goods and services.

303.4.3 Blanket Purchase Order - Blanket purchase orders shall be issued for a given period and shall be for definite amount of funds. (See Section 302.12)

303.4.4 Annual Contract - Awards are in effect normally for one (1) year period. Standing delivery orders are usually placed with the vendor for a fixed amount, either: daily, weekly, or monthly, or by contract release order.

303.4.5 Indefinite Quantity Contract - A contract where the quantity may be more or less than the estimated quantity specified, but the general requirements, specifications and provisions are established. Actual consumption may fall below or exceed estimated quantity. Payment is made to the vendor based on orders, which designate the quantity and delivery.

303.4.6 Emergency Procedure - The necessity for the immediate purchase of supplies or services essential to protect the life, health, or safety of the public, or the urgency of a situation or construction schedule mandates the fastest possible delivery and such delivery could be jeopardized by the time required for formal competitive bidding. During nights, weekends and holidays department heads have authority, in cases of valid public emergency, to make commitments on behalf of the County for goods and/or services in an amount not to exceed \$25,000.00. However, the Purchasing Department must be notified on the first workday after the event. Commitments exceeding this amount must be pre-approved by the Purchasing Director or County Administrator or his designee.

303.4.7 Continuing Contracts - Consulting services not awarded for any specific project, but are to provide rapid response to specific tasks of limited scope. Task orders will be issued for work awarded and the amount for services on any single task order will not exceed the limit set forth in the current Florida Statute.

**303.5 Commodity Contracts** - This section deals with the Purchasing Department's policy to consolidate commodity requirements, whenever possible, in the interest of effecting cost savings to the county. Upon consolidation, the commodity will be bid to obtain the best possible price and of the quality to satisfy department(s) requirements. The resulting contract after bid award will provide a stable price for at least a year and will further provide a savings in the time spent by personnel in obtaining quotes and generation of paperwork.

303.5.1 In coordination with the using departments, the Purchasing Department will consolidate purchasing of any item or items to obtain an estimated or specific quantity bid price. The specifications of the item(s) will be prepared by the using Department Head(s) and reviewed with the Purchasing Department. The Purchasing Department will prepare the bid documents and forward same for review and approval by the using Department Head(s).

303.5.2 The Purchasing Director is responsible to insure proper coordination within the County Administrative Staff.

303.5.3 After the bid has been awarded to the successful bidder, the Purchasing Department will prepare a "Letter of Award" or "Notice of Award" with instructions relating to providing the necessary documents and executions of same prior to issuing a Contract Release Purchase Order or Notice to Proceed.

303.5.4 After all the contract documents have been signed by the supplier and the Purchasing Director, County Administrator, or his designee, the signatures may then be attested by the Deputy Clerk.

303.5.5 Contracts will be monitored by the Purchasing Department to assure compliance by the Vendor/Supplier of their contractual obligations.

303.5.6 Contract Amendments or Change orders - If the terms of the contract must be changed or amended after award, the Purchasing Director can approve change orders or amendments up to \$50,000.00 or twenty percent (20%) on a cumulative basis of the contract value- whichever is

higher. Change orders or amendments exceeding \$50,000.00 or a cumulative 20% of the contract value require County Administrator or designee's approval. Change orders and Amendments are issued through the Purchasing Department.

### **303.6 Construction, Outside Services or Maintenance Contracts**

303.6.1 The contract requirements under 303.3 are applicable to this entire section.

303.6.2 For small dollar, simple projects, a requisition should be prepared when a service is needed that cannot be provided by county maintenance staff. The requisition needs to be reviewed and approved by the Purchasing Department BEFORE the low bid or selected contractor orders material or arrives on site to begin work. True emergencies are an exception.

303.6.3 The following are minimum requirements that generally apply to contracts and purchase orders for, small-dollar, non-complex construction, outside services and maintenance projects. This information must be placed on the purchase requisition. Additional procedures or information may be obtained by calling the Purchasing Department.

303.6.3.1 The scope should be in writing and typed entirely on the purchase order or attached to the purchase order and referenced by title, drawing number, etc. A scope that references "by verbal instructions of..." is normally unacceptable.

303.6.3.2 Contract Schedule - "ASAP" is unacceptable. Specific time frames should be used when possible. The time schedule can be addressed by using statements similar to the ones shown below:

Work under this contract shall begin as of \_\_\_\_\_ and must be complete not later than \_\_\_\_\_.

Time frame for contract completion is a maximum of \_\_\_\_\_ Calendar days. Contract start date is unknown. Name at phone number, will advise.

Anticipated month for project to begin/end is Month/year. Name at phone number will coordinate time frames with the contractor.

303.6.3.3 Method of Payment (Most common):

- Firm Price
- Time and Material
- Unit Price

303.6.3.4 Insurance:

- Comprehensive General Liability
- Automobile Insurance

303.6.4 For larger dollar value or more complex construction, outside services and maintenance projects, a standard County contract document shall be used. Additional procedures or information may be obtained by calling the Purchasing Department

303.6.4.1 For projects \$10,000 to \$49,999.99, written quotes will be obtained. For projects \$50,000.00 and larger, sealed bids or Request for Proposals (RFP) will be used. In either case identical or uniform specifications or scope of work will be provided to all potential bidders.

303.6.4.2 The request will come from the department to Purchasing, and at a minimum must contain the following: a description of the project; physical address for the project location; detailed specifications or scope of work; time frame for work to be completed in; budget amount for the project and GL or charge code; and a list of any potential bidders or respondents that the department wishes specifically to be notified.. The department is responsible for getting the required information to Purchasing, even if an outside consultant or supplier has prepared the bidding documents. (See section 304 for further information on specifications and bids.)

303.6.4.3 The department and Purchasing will determine in conjunction if a pre-bid or pre-proposal meeting is required; and if a bid bond and/or public construction bond is to be required. (See also Section 305.)

303.6.4.4 Upon review and approval of the bid or quotation package by Purchasing and the department, Purchasing will prepare the advertising for transmittal to the Clerk's Office. Purchasing is responsible for the advertising of all formal sealed bids or RFP's, even if an outside third party has prepared the documents. (See section 302.7.)

303.6.4.5 Purchasing will be responsible for: the receipt of bids or proposals by the specified due date and time; conducting the bid opening; preparation of the bid tabulation or summary sheet of evaluations and posting of the bid tabulation or summary sheet.

303.6.4.6 For projects \$100,000.00 and above, Purchasing will be responsible for preparing the agenda item for submittal to the BCC for approval to award.

303.6.4.7 Purchasing will be responsible for processing contract documents, including the Public Construction Bond and the Notice to Proceed.

303.6.4.8 Contract Amendments or Change orders: If the terms of the contract must be changed or amended after award, the Purchasing Director can approve change orders or amendment up to \$50,000.00 or twenty percent (20%) on a cumulative basis of the contract value- whichever is higher. Change orders or amendments exceeding \$50,000.00 or a cumulative 20% of the contract value require County Administrator or designee's approval.

**St. Johns County  
Administrative Code**

<b>Section:</b> Purchasing	<b>Date Issued:</b> June 1999 <b>Revised:</b> September 2009
<b>Title:</b> Specifications, Bids and Awards	<b>Reference:</b>

**304.1 Purpose** - To establish the policies and procedures for specifications, bids and awards.

**304.2 Scope** - All officials, departments and employees under the control and responsibility of the Board of County Commissioners of St. Johns County.

**304.3 Purpose of Specifications** - Technical specifications are designed to assist the Purchasing Department and requisitioning department in acquiring the items or services to satisfy a requirement and to insure that the quality and service will fulfill these requirements for which the equipment, supplies or services are intended. Non-technical terminology deals with contract language, legal terms, provisions, bid documents, etc.

**304.4 Responsibilities for Specifications**

304.4.1 The Purchasing Department is responsible for maintaining copies of all current specifications established by the department or as developed by Purchasing.

304.4.2 Preparation of technical specifications for new equipment, supplies or services is the responsibility of the requesting division or department in coordination with the Purchasing Director. Non-technical specifications are the responsibility of the Purchasing Department. The following are the exceptions:

304.4.2.1 Specifications for vehicles and rolling stock will be developed in conjunction with and have approval by the Fleet Maintenance Manager.

304.4.2.2 Specifications for computers, printers, servers and any other information technology equipment, components, software and peripherals will be developed in conjunction with and have approval by the MIS Department.

304.4.3 The Purchasing Director may make recommended modifications or alterations to the specifications to accommodate competitive bidding. The Purchasing Director will then furnish the requesting division or department a written report of the changes recommended and why changes are desired. Should the Purchasing Director and requesting department fail to resolve the differences; the specifications will be referred to the County Administrator or his designee for resolution. A copy of the specifications in final form will be signed and dated by the department head indicating that the bid form and specifications as prepared are satisfactory.

### **304.5 Specifications Development**

304.5.1 In considering and developing specifications, it must always be remembered that expenditures are derived from public sources and are administered by public bodies which cannot be expected to provide for unwarranted high levels of quality. Therefore, the general policy of purchasing good standard grades of merchandise that will represent an optimum of quality, price and provide a satisfactory level of service will be considered.

304.5.2 Bids and quotations should be based on concise but adequate specifications. Specifications should be composed of features and designs that will satisfy the requirements of the department in getting the job done in a manner most advantageous to the County. When specifications are established by the specifier (department head) for equipment or material that must have those certain specifications, the words "or equal" will be used after the specification title. Typically the use of or request for brand name products will not be acceptable. It will be the responsibility of the bidder to convince the specifier that a particular product is equal for the intended use of the item on a particular requirement or project.

304.5.3 The following guidance is provided to the departments for the preparation of a specification:

304.5.3.1 State exactly what is wanted clearly, definitely and completely. Be prepared to provide back-up information that will substantiate your requirement for all items of your specifications.

304.5.3.2 Provide the means or basis for testing deliveries for conformance with the specifications. Without this check, the specifications lose much of their force as a purchasing tool.

304.5.3.3 Avoid non-essential quality restrictions that add to cost and difficulty in procurement without adding to utility and value.

304.5.3.4 Avoid specific requirements that will restrict competition.

304.5.3.5 Conform, so far as possible, to established standard commercial and industrial specifications.

304.5.3.6 Request assistance from the Purchasing Department.

304.5.4 Once an invitation to bid (Notice to Bidders) has been advertised, no changes in the specifications can be made, unless an addendum is issued and all known bidders are notified. Addendums will not be issued later than 7 days prior to bid opening without the approval of the Purchasing Director. Addendums will be posted on the Web electronically to the DemandStar/Onvia System and if desired faxed to all known bidders. Any addendum will instruct the bidder to acknowledge receipt of addendum

304.5.5 Once a decision has been reached on the specifications, all bids being evaluated must be based upon these same specifications and no bidder has a right to substitute other specifications or provide alternate items for those contained in the bid.

### **304.6 Bid Development**

304.6.1 Bid Invitations for purchases under \$50,000.00 are posted electronically (Notice to Bidders) on the Web/Intranet, which is the means for publicly notifying prospective vendors of the need for equipment, materials, construction, and/or services that the County intends to order. The Purchasing Department may notify specific prospective suppliers by mail, fax or email at the request of the user department.

304.6.2 Formal sealed bid invitations (\$50,000.00 and up) will normally be conveyed to interested vendors by advertising the bid (Notice to Bidders) in a local newspaper or specialized publication by legal advertisement. (see 302.7). Additionally, the advertisement will be posted electronically on the Web. Electronic advertising may be used alone or in conjunction with the legal notice. Any other means available may be used by the Purchasing Department to insure the widest possible distribution of invitations to bid.

304.6.3 Legal Notice-Advertisement for Bids. An advertisement will be placed once each week for at least two weeks prior to the bid opening date, (the first advertising must be at least 14 working days prior to the bid opening date), in a local newspaper of general paid circulation, except for special advertising or bids that, whenever possible, is published at least five (5) days a week in the County announcing the bid invitation to insure all interested vendors the opportunity for submitting a bid. The advertisement will contain a general description of the equipment, supplies, or services to be procured, state where County bid forms and specifications may be obtained, time and date of bid opening and other information as needed in the bid requirements. (See also 302.7)

Bid documents should not be made available to prospective bidders before the first publishing of the legal notice. (The posting electronically of the bid advertising (Notice to Bidders) constitutes a publishing).

304.6.4 St. Johns County Purchasing Department has contracted with DemandStar/Onvia to maintain its vendor database and to notify vendors of up coming bids/RFPs/RFQs via email or fax. Vendors that wish to be on the County's bidders' list must register with DemandStar/Onvia for an annual fee. Vendors will receive, by fax broadcast and/or email, automatic notification of bid opportunities from St. Johns County Purchasing Department for those categories of supplies and services that they choose to register under. Many documents will be downloadable and at no charge for registered vendors. If vendors do not wish to register with DemandStar/Onvia, they can log on to the St. Johns County web site at [www.sjcfl.us](http://www.sjcfl.us) and look for the Current Open Bids link under the Purchasing Department. However, they will not be receiving automatic notification of bid/RFP opportunities and there will be a nominal charge for downloadable bid documents.

**304.6.5 Procedures Concerning Lobbying.** Bidders, proposers, and those intending to qualify must abide by the following requirements: A lobbying blackout period begins upon issuance of the bid solicitation, request for proposal, request for qualifications, and continues until the Purchasing Director, County Administrator, or designee, or Board Chairperson executes a contract on behalf of the County. For procurements that do not require Board approval, the blackout period starts when the bid solicitation, Request for Proposal or Request for Qualifications is issued and ends upon contract award. For any questions concerning a Bid/RFP/RFQ, a bidder or proposer must contact the person listed in the Bid/RFP/RFQ as the Contact Person or Point Person for the County. Bidders or

proposers who do not abide by these rules are subject to having their Bid or Proposal or Qualifications automatically rejected, without further recourse, and shall be subject to debarment for periods up to 12 months.

“Blackout” for the purposes of this policy refers to a time period during which vendors, contractors, consultants, or their agents or representatives may not communicate or lobby in any manner with Board members, the County Administrator, or County staff, other than the designated purchasing agent, and to a time when Board members, the County Administrator, or County staff, other than the designated purchasing agent, shall not communicate in any manner with vendors, contractors, consultants, or their agents or representatives, regarding potential contracts with the Board. The blackout period begins once an invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued.

Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

### **304.7 Disqualification (Debarment) or Suspension Of Bidders**

304.7.1 The Purchasing Director shall review cases in which probable cause for disqualification (debarment) or suspension exists. The review by the Purchasing Director will consist of information from the affected department and from the vendor or contractor. The County Administrator must ratify any Debarment.

#### 304.7.2 Causes for Disqualification (Debarment) or Suspension:

304.7.2.1 Vendor defaults or fails to fully comply with the conditions, specifications, or terms of a bid, quotation, proposal or contract with the County; or

304.7.2.2 Vendor commits any fraud or misrepresentation in connection with a bid, quotation proposal or contract with the County; or

304.7.2.3 Vendor is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract; or

304.7.2.4 Vendor is charged by a court of competent jurisdiction with the following; embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects the responsibility as a County Government Contractor.

If charges are dismissed or the Vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the Vendor to the County; or



304.7.2.5 Vendor becomes insolvent, has proceedings in bankruptcy instituted against it or, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property; or

304.7.2.6 Vendor commission or any act or omission to perform any act which is grounds for disqualification; or

304.7.2.7 Vendor violates the ethical standards set forth in local, State or Federal law; or

304.7.2.8 Vendor fails to comply with the Minority Business Enterprise/Women Owned Business Enterprise participation or Minority Business Enterprise/Women Owned Business Enterprise requirements of an award contract; or

304.7.2.9 Any other cause the Purchasing Director determines to be so serious and compelling as to materially and adversely affect responsibility of a Vendor as a County Government Contractor, including but not limited to suspension by another governmental entity for legally-sufficient cause.

304.7.3 Permanent Disqualification (Debarment) - A vendor may be permanently disqualified for the following:

304.7.3.1 Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the County twice in any three year period.

304.7.3.2 Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the Vendor's commercial enterprise stated previously in this section. If the conviction or judgment is reversed through the appellate process, the disqualification shall be removed immediately upon written notification and proof of final court disposition from the Vendor to the County.

304.7.4 Decision - After the Purchasing Director has determined he/she has cause to suspend or disqualify a vendor, and the action has been ratified by the County Administrator, the Purchasing Director shall notify the Vendor in writing of the disqualification and the period of suspension and the reasons for the action taken.

304.7.5 Public Entity Crime - Any Vendor who has been convicted of a "Public Entity Crime" (F.S. 287.133), shall not be able to transact business with the County to the extent as specified in F.S. 287.133(3) (a).

304.7.6 Finality of Decision - The suspension or disqualification shall be final and conclusive unless the suspended or disqualified vendor initiates protest proceedings.

### **304.8 Processing Of Formal Sealed Bids**

304.8.1 On the time and date specified in the Notice to Bidders, the sealed bids will be opened by the Purchasing Department, in the location as stated in the advertisement for bids. A tabulation of the bids will be prepared and approved by the Purchasing Director and results will be made available by

posting on the Bulletin Board in the Purchasing Department and electronically on the Web for review by individuals interested in the results.

304.8.2 The Purchasing Department at time of bid opening will insure bids have been properly signed by a person authorized to sign such documents for the bidder. Unsigned bids may be rejected. Additionally, if a bid bond or security has been required and the bidder does not submit the proper bid security with the bid, the bid may be considered non-responsive and will not be considered. In evaluation of any bid submitted, the Purchasing Department shall be authorized to identify any bid which is considerably dissimilar or inconsistent with the other bids submitted (and without a logical and reasonably-acceptable explanation from the bidder for the deviation or inconsistency) as an outlier bid. Outlier bids shall be treated as non-responsive bids for the purpose of this Purchasing Manual.

304.8.3 Copies of the bids will be transmitted to the applicable department. The bids will be reviewed and evaluated by the applicable department head and his technical assistants. The Department Head recommendations for bid award will be submitted to the Purchasing Director in writing.

After evaluation of all the bids are completed, a recommendation will be prepared by the Purchasing Director for presentation to the Board, based on the Department Head's recommendations for bid award. During evaluation, the lowest responsible bidder shall be accepted, however, the availability of service and equipment and previous performance are to be considered in such determination. The Purchasing Director may make his recommendations if it is necessary to substantiate or contradict the recommendations submitted by the Department Head.

304.8.4 If the Purchasing Director and Department head are unable to determine the lowest and best bid, or there is some controversy concerning the bid, either party may submit the bids to the County Administrator or designee to select and recommend the lowest and best bid to the Board.

304.8.5 After a bid has been opened, a bidder will not be permitted to withdraw or alter their bid, or withdraw any bid deposit or security which may have been requested with their bid. If, however, circumstances warrant, the apparent lowest and best bidder may notify the Purchasing Director when an error has been made in their bid. Predicated upon the circumstances, the Purchasing Director may allow the bidder to withdraw their bid or the Purchasing Director will present the matter, with recommendations, to the County Administrator.

The matter may be presented to the Board of County Commissioners for final approval. If withdrawal is approved, the next lowest and best bid may be accepted.

304.8.6 In the event two (2) or more vendors have submitted the lowest and best bids, preference may be given in the award of the bid in the following order:

304.8.6.1 Preference will be given to vendors with drug-free workplace programs. (F.S. 287.087).

304.8.6.2 First available delivery date, earliest commencement date or shortest completion time.

304.8.6.3 Preference will be given to vendors whose place of business are within the boundaries of St. Johns County; to vendors from adjacent counties; or the bids shall be awarded by lot.

304.8.7 After approval of the bid award by the Purchasing Director or the Board of County Commissioners (predicated upon dollar amount), the Purchasing Department will notify the successful bidder. The normal means of notification is by Notice of Award, or by purchase order. However, when the bid is awarded near the expiration date of the bidder's allowable time for withdrawal of Bids, as stated in the advertisement for Bids, the Purchasing Department will notify the successful bidder of the award by the most expeditious and practical means available and follow up with a Notice of Award or purchase order noting therein that the bidder was advised previously of his bid award. When necessary, the Notice of Award or purchase order may be sent via Certified Mail.

304.8.8 The date upon which the Board of County Commissioners approves the award shall constitute the date of acceptance of the bid proposal, regardless of the date of notification of bid award to the successful bidder. Board approval constitutes authority for the Purchasing Department to issue a Purchase Order or Contract. For procurements under the threshold of Board approval, the date of the Notice of Award shall constitute the date of acceptance.

#### **304.9 Evaluation Of Deviations and Methods Of Award**

304.9.1 Only bids from responsive bidders are to be considered. A responsive bidder is one who has submitted a bid, which conforms in all material respects to the bid specifications and requirements in the official County Bid Proposal Form.

304.9.2 Deviations in bids may be either material or immaterial and minor in nature and may be waived, dependent on the change in context created by deviation.

304.9.3 Material deviations may not be waived in order to make an award. Material deviations are those that go to the substance of the bid. This deviation affects the price, quality, characteristics of the item or delivery of the materials or services offered, and is detrimental to the rights of other bidders. Illustrative examples include:

304.9.3.1 Minimum specifications are not met, as with required horsepower for an engine in a truck.

304.9.3.2 Type of item asked for is not being furnished, as with the type of pump needed in a water plant.

304.9.3.3 Where price is not filled in or is subject to change at a future time during the contract period.

304.9.3.4 When specific requirements in the bid documents are not reflected in the bidders proposal.

304.9.3.5 Outlier bids as defined in this Manual.

304.9.4 Immaterial or minor deviations that will not alter a bidder's position with respect to receiving the award may be waived. These deviations may be clarified with the bidder or bidders if required to allow the County to understand the bid. Illustrative examples included:

304.9.4.1 Failure to provide a certificate of affidavit with the bid.

304.9.4.2 Failure to submit required proof of financial responsibility with the bid.

304.9.4.3 Failure to submit requested brochures or catalogs with the bid.

304.9.5 An award will be made to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the bid documents. A cost analysis or a price analysis, as appropriate, shall be conducted by the County prior to the awarding of bids.

304.9.6 Bids may not be withdrawn for the time period as specified in the "Notice to Bidders" in the specifications.

**304.10 Bid Protest Procedure** - The following procedure shall be used in situations involving bids.

304.10.1 - The Purchasing Director, or designee, shall provide notice of a decision or proposed decision concerning a solicitation, bid, evaluation committee ranking, contract award or exceptional purchase by posting on the Purchasing Department bulletin board, as well as, electronic posting in addition to any other means of acceptable notice. The notice shall contain the following statement: "Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest."

304.10.1.1 - Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision.

304.10.1.2 - In situations concerning a protest of the terms, conditions, or specifications contained in a solicitation, including any provision governing the method for ranking bids, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the written Notice of Protest shall be filed within 72 hours after the posting of the matter being protested. Saturdays and Sundays and County holidays shall be excluded in the computation of the 72-hour time period provided in this Section.

304.10.1.3 - Failure to file the written Notice of Protest within 72 hours as required by this Section shall constitute a complete waiver of the right to file a protest of the decision, proposed decision, or the terms, conditions, and specifications contained in a solicitation. The requirement of timely filing of a written Notice of Protest may not be modified or waived by any County employee.

304.10.2 - A formal written protest shall be filed within five business days after the date upon which the Notice of Protest is filed. (The use of the phrase 'business days' means that Saturdays, Sundays,

and County holidays are excluded in the computation of the five business day period provided in this Section). No changes or amendments to the formal written protest will be allowed after the expiration of the five business day deadline.

304.10.3 The formal written protest shall contain the following:

304.10.3.1 St. Johns County bid number and description as advertised.

304.10.3.2 Name and address of company or person filing the protest.

304.10.3.3 Name and title of person submitting the protest. If someone other than the bidder is submitting the protest, written authorization from the bidder authorizing that person to act on the bidder's behalf must also be submitted.

304.10.3.4 A statement of disputed material facts. If there are no disputed material facts, the written formal protest must so state.

304.10.3.5 A precise statement of the facts, rules, regulations, statutes, and constitutional provisions entitling the affected party to relief.

304.10.3.6 A statement indicating the relief requested.

304.10.3.7 Bid Protest Bond: Any person who files an action protesting a procurement matter shall, at the time of filing the formal written protest, deposit with the County, either cash, or a bond, satisfactory, in form and content, to the County, and payable to St. Johns County, in an amount equal to 5% of the County's estimate of the total contract value, or \$2,000.00 whichever is greater. However, in no case will the bid protest bond exceed \$100,000.00. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the quasi-judicial administrative hearing and in any subsequent judicial review proceeding. If the deposit is in cash it may also be payable by money order or cashier's check. If, after completion of the protest and any court or appellate court proceeding, the County prevails, the County shall recover all cost and other amounts recoverable which may be included in the final order or judgment. The recoverable costs shall include fees charged by the hearing officer, and will include attorney's fees. Upon payment of such costs and charges by the protester, the bond, cashier's check or money order shall be returned to the protester. If the protester prevails, then the bond shall be returned in its entirety.

304.10.3.8 Any other information, and/or documentation that is material to the protest.

304.10.4 Upon receipt of a timely formal written protest, the County shall stop the solicitation or contract award process until the protest is resolved by final County action, unless the County Administrator, or designee, sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

304.10.4.1 Upon receipt of a formal written protest, the Purchasing Director will determine whether the protest involves disputed issues of material fact. If the protest involves disputed issues of

material fact and cannot be resolved by agreement as provided in Section 304.10.4.2, then the protest shall be submitted by the Purchasing Director to the County Administrator. The Purchasing Director shall confer with the County Attorney, or County Attorney designee, Department Head, Engineering, or any other individual or resource should there be any question whether the protest does, or does not, involve disputed issues of material fact. If the protest does not involve disputed issues of material fact, then the Purchasing Director will make a recommendation of whether to accept or reject the protest to the County Administrator, in accordance with the procedures set out in Section 304.10.4.3 of this Purchasing Manual.

304.10.4.2 If the Purchasing Director determines that there is a rational basis for the protest, then the Purchasing Director shall provide an opportunity to resolve the protest by mutual agreement between the parties within 30 calendar days after receipt of a formal written protest. The Purchasing Director shall solicit and receive the cooperation of the legal and requesting department (user department) in the negotiations and will attempt to resolve the protest. If the Purchasing Director determines that there is no rational basis for the protest, then the Purchasing Director shall, within 30 calendar days of the formal written protest, notify the protesting party of the Purchasing Director's determination of no merit in writing.

304.10.4.3 If the protest is not resolved by mutual agreement within 30 calendar days after receipt of the formal written protest, and if there is no disputed issue of material fact as determined by the Purchasing Director, then the Purchasing Director shall recommend a disposition of the protest to the County Administrator. The protester and any other bidder/proposer shall be allowed an opportunity to submit a written response to the Purchasing Director's recommended disposition. A copy of the Purchasing Director's recommendation to the County Administrator shall be provided to the protester and to any other bidder who requests a copy at the protester or bidder's last known address, and they shall have five business days thereafter to provide their written responses to the Purchasing Director's written recommendation to the County Administrator. An appeal of the Purchasing Director's decision elevates the matter to the County Administrator.

304.10.4.4 The County Administrator shall render a decision within 30 calendar days after his/her receipt of the protester's response to the Purchasing Director's recommendation. The County Administrator may determine that disputed facts are presented or, the County Administrator may accept or reject the protest. If the protest is rejected, then the County Administrator will include that ruling on an agenda of the Board of County Commissioners. The approval of the County Administrator's rejection of the protest will constitute final quasi-judicial action of the County entitling the protester to judicial review as provided by law. If the County Administrator accepts the protest, then the matter will be remanded to the Purchasing Director for further action consistent with the decision of the County Administrator. The Board is not required to approve rejection of a protest.

304.10.5 Any appeal of the Purchasing Director's decision will be submitted to the County Administrator for review. The County Administrator may, after a review of the facts, render a decision within 30 calendar days, or submit the facts for Office of County Attorney, or Board of County Commissioners review.

304.10.5.1 Hearing Officer - At the County's option a hearing officer may be appointed to hear the protest. The County Administrator shall confer with the County Attorney and select a hearing officer. The hearing officer may be a department head not involved in the procurement (i.e. a disinterested and neutral County employee), an attorney employed or volunteering for this purpose who is not employed by the County, or a person not regularly employed as an in-house County employee, who by virtue of training or experience is reasonably qualified for the position.

304.10.5.2 The hearing will be conducted and a recommended order issued by the hearing officer within 30 calendar days following the Purchasing Director's determination that the protest involves disputed issues of material fact, or within 30 days following, the County Administrator's determination that the protest involves disputed issues of material fact.

304.10.5.3 The hearing officer shall conduct the protest hearing in an informal manner. The Florida Rules of Civil Procedure and Florida Rules of Evidence will not be strictly or mandatorily applied. However, the proceedings shall be quasi-judicial in nature and fundamentally fair. The parties shall be afforded a reasonable opportunity to present their relevant and non-cumulative evidence, (which shall include testimony of witnesses and documentary or other tangible evidence submitted in the discretion of the presenting party). Witnesses shall be sworn and testimony and evidence shall be received under oath. For this purpose, the County Administrator shall insure that a person qualified to administer oaths in Florida is present at the protest hearing. The parties shall have the right to record the proceedings, including the right to provide a court reporter at their own expense.

304.10.5.4 The hearing officer shall submit a written recommended order to the County Administrator within 30 calendar days after the hearing. The recommended order will recommend that the County either accept or reject the protest, and shall contain findings of fact and reasons why the hearing officer made the recommendation either for acceptance or rejection of the protest. If the protest involves more than one issue, the hearing officer may recommend acceptance of one or more of the issues presented and rejection of one or more of the issues presented for consideration. The County Administrator will agenda for the next available agenda the recommended order of the hearing officer for a final decision by the Board of County Commissioners.

304.10.5.5 The hearing officer and the Board of County Commissioners shall be bound by the following standards and procedures (in addition to the standards and procedures provided elsewhere in this Manual):

- a. In a protest to an invitation to bid or request for proposals or qualifications, no submissions made after the bid or proposal opening which amend or supplement the bid or proposal shall be considered.
- b. In a protest to an invitation to negotiate procurement, no submissions which amend or supplement the reply and are made after the County announces its intent to award a contract, reject all replies, or withdraw the solicitation, shall be considered.
- c. The burden of proof shall rest with the party protesting the proposed County action. The protester and any intervening substantially affected party may be represented by counsel. The County Administrator or designee will represent the County during the protest and may be represented by a member of the Office of County Attorney.

- d. The standard of proof during the protest hearing shall be whether the intended action is illegal, arbitrary, dishonest or fraudulent. The hearing officer shall be limited to a review of the appeal, the responses, and any relevant protest materials.

304.10.5.6 The Board of County Commissioners will consider the recommended order of the hearing officer on each protest. A majority vote of a quorum present is sufficient to act upon the recommended order. Additionally, a majority vote of quorum present will be sufficient to reject the administrative order if, after receiving advice from the County Attorney, the Board of County Commissioners concludes that the hearing officer made a material finding of fact that was not supported by competent substantial evidence, or if the hearing officer committed a material violation of the procedure (such as, for example, failing to follow the required standard of proof set forth in this Manual), or applied an erroneous principle of law that had a material effect on the outcome of the proceeding or for any other reason.

304.10.6 The decision of the Board of County Commissioners shall be final quasi-judicial action entitling the protester or other intervening substantially affected party to judicial review in the manner provided by law. (Providing for judicial review by certiorari of a bid protest from quasi-judicial action from a governmental authority not subject to Chapter 120). See also 9.030(c), 9.100 and 9.190(b)(3), Florida Rules of Appellate Procedure.

304.10.7 Nothing in this Purchasing Manual is intended to affect the power of the Board of County Commissioners to settle actions pending before the courts, and all power to settle legal proceedings is reserved to the County.

304.11 Protest Procedure specific to an Invitation to Negotiate, a Request for Proposals, or Request for Quotations.

The procedure for protesting proposed action by the Board of County Commissioners regarding an Invitation to Negotiate, a Request for Proposals, or Requests for Quotations shall be the same as above, but with the following additional conditions:

304.11.1 In attempting to resolve a protest, the Purchasing Director may, at his/her discretion, confer privately and individually with a member, or members, of the Evaluation Committee, or reconvene the Evaluation Committee for consideration of the protest, including material issues, the collective evaluation and ranking of the committee as a whole, or consideration of individual member rankings. Except in unusual circumstances, new facts and evidence cannot be presented that was not presented in the original submittal. The Evaluation Committee meeting will be a public meeting conducted in accordance with any applicable federal and/or state Sunshine Law.

The Purchasing Director may, in his/her sole discretion remove from consideration a score, or scores, when such score(s) is deemed unreliable, inaccurate, or so far removed from the range of evaluators as to be deemed unreliable, provided that a minimum of three evaluators' scores are considered in the final ranking.

304.12 Required Statement on Requests for Proposals and Requests for Qualifications.



All invitations, bid solicitations, requests for proposals and requests for qualifications shall contain the following statement: 'Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.'

**St. Johns County  
Administrative Code**

<b>Section:</b> Purchasing	<b>Date Issued:</b> June 1999 <b>Revised:</b> September 2009
<b>Title:</b> Bonds and Deposits	<b>Reference:</b>

**305.1 Purpose** - To establish procedure for Bonds and Deposits.

**305.2 Scope** - All officials, departments and employees under the control and responsibility of the Board of County Commissioners of St. Johns County.

**305.3 Policy** - Bid Bonds and Public Construction bonds may be waived by the Purchasing Director or County Administrator on projects being bid whose dollar value is estimated to be \$100,000 or less. Waiver of a bond may occur only if the project is of a non-critical nature and the contractor/vendor is known to be reliable. In accordance with F.S. 255.05, the Board of County Commissioners may waive the requirement for a public construction bond on those projects where the cost is less than \$200,000.00.

**305.4 Types of Bonds and Deposits**

305.4.1 Public Construction Bond (Performance & Payment Bond) - This type of bond is required when entering into formal contracts for new construction, repairs, or renovation on public buildings and/or other public works in excess of \$100,000, in accordance with F.S. 255.05. (Exhibit B) The requirement for this bond will be part of the bid requirements or advertisement for "Notice to Bidders" and a sample form for the Public Construction Bond will be included with the bid package. This bond will be provided by the contractor awarded the bid for 100 percent of the bid amount prior to commencing the work.

305.4.2 Surety authorizing the Bid Bonds and Public Construction Bonds must be authorized to do business in the State of Florida. This statement must be in all bid advertisements for bids requiring these bonds. (F.S. 255.055(1)(a))

305.4.3 Letter of Credit - An irrevocable Letter of Credit may be accepted by the County in lieu of a public construction bond under conditions that the bidders provide a financial statement prior to authorization to accept the irrevocable Letter of Credit. (F.S. 255.05(7))

305.4.4 Bid Bond - Guaranty Of Good Faith Deposit - At the discretion of the Purchasing Director and in the interest of the County, bidders may be required to submit with their bid or proposal a guaranty of good faith deposit in the amount normally of 5% of the bid price. When required, the advertisement for "Notice to Bidders" will include in the text of the notice that a 5% Bid Bond will be required in the amount of the bid when submitting a bid proposal.

305.4.5 Deposits - In lieu of a bid bond, the Purchasing Director may, at his discretion, authorize a contractor to submit a certified check, cashier's check, or treasurer's check, on any national or state bank. Such deposits shall be in the same percentage amounts as the bond (5%). The bid bond or bid security must be submitted with the bidder's bid proposal.

### **305.5 Processing Bonds and Deposits**

305.5.1 The contractor shall be responsible for securing the necessary bond(s). Any cost may be included in the bid or contract price.

305.5.2 Surety bonds furnished shall be in the standard format, which has been approved by the County Attorney. All surety bonds accepted shall be forwarded to the Clerk to be filed in the official contract records of the Board of County Commissioners.

305.5.3 In the event a contractor fails to provide an acceptable bond when required, within ten (10) days after notification, the County Attorney will be notified. Upon the recommendation of the County Attorney, the County Administrator or Purchasing Director may declare the Contract null and void and retain in the account of St. Johns County any good faith deposits or guaranty which may have been submitted as liquidated damages.

305.5.4 Such deposits shall be retained by the Clerk until the County Administrator is satisfied that all provisions of the contract have been complied with and an award is made, Cash bid security deposits will not be accepted. Upon award of Bid, the Clerk's Office shall be responsible for returning the Bid Bonds and other bid security to the unsuccessful bidders within fifteen (15) working days. (F.S. 255.05.)

**St. Johns County  
Administrative Code**

<b>Section:</b> Purchasing	<b>Date Issued:</b> June 1999 <b>Revised:</b> September 2009
<b>Title:</b> Negotiated Purchases	<b>Reference:</b>

**306.1 Purpose** - To establish policy and procedure for negotiated purchases.

**306.2 Scope** - All officials, departments and employees under the control and responsibility of the Board of County Commissioners of St. Johns County.

**306.3 Competitive Bidding Exceptions**

306.3.1 An exception to competitive sealed bidding is established because of the difficulty of requiring competitive bidding for certain services. These include the following services:

306.3.1.1 Architects, Engineers, and Land Surveyors. The acquisition of these services costing over \$25,000.00 is covered under the Consultant's Competitive Negotiation Act (CCNA) (F.S. 287.055). This threshold amount may be automatically increased annually to comply with the procedure in F.S. 287.017.

306.3.1.2 CCNA procedures (FS 287.055) are used for the acquisition of professional services including a design build firm, for work on a 'project,' design or construction, when such professional services are expressly within the scope of Section 287.055, Florida Statutes. For the acquisition of such services, the procedures for purchasing are set out in Chapter 307 of this Manual and Section 287.055, Florida Statutes. For all other purchases by means of a request for proposals of commodities, equipment and services that are not expressly subject to Section 287.055, Florida Statutes, the procedure is set out in Section 306.4.6 of this Manual.

306.3.1.3 Competitive sealed proposals for certain purchases (sometimes referred to as Request for Proposals or Qualifications) as authorized in Section 302.6.5.6, shall be in accordance with the procedures in Chapter 306 of this Manual when, in the discretion of the Purchasing Director or County Administrator, within their respective limits of purchasing authority in Section 302.6.5.6, it is difficult or inappropriate to define the scope of the work required, sufficient to request bids, when the service or purpose of the acquisition may be satisfied in several different ways, when the qualifications and quality of service are considered primary factors instead of price, or when responses contain varying levels of service which may require subsequent negotiations to prescribe the required specificity. If one or more of these conditions are presented, and the County determines it is advantageous to acquire such goods or services pursuant to a competitive Request for Proposals or Request for Qualifications process as opposed to a Request for Bids, then the procedures in Chapter 306 (at Sections 306.4, et seq.) shall be employed.

306.3.2 When competitive sealed bids have been received and the resultant bid prices either, exceed available funds, exceed cost estimates, or are not firm prices.

306.3.2.1 Generally, when competitive sealed bidding has been utilized, this method will be utilized in any re-bidding. However, in the above instances, and where extenuating circumstances exist, the Purchasing Director may seek the approval of the County Administrator to conduct negotiations with all interested vendors after the original bids have been formally rejected or seek approval for the use of competitive sealed proposals as discussed in Section 302.

306.3.2.2 Negotiations are to be conducted by, or in conjunction with the Purchasing Director, who will then bring his recommendation to the County Administrator for approval if the amount exceeds the Purchasing Directors approval level.

306.3.2.3 While competitive sealed bidding is the required method of acquiring equipment, supplies, or services costing more than the bid limit, a need is recognized to establish another method for those circumstances when this process would not achieve suitable results. (F.S. 255.05.)

306.3.3 When the specifications or scope of work can not be detailed sufficiently to permit award on low price alone.

**306.4 Competitive Sealed Proposals** - The County may contract as a result of negotiation when there has been made a written determination approved by the Purchasing Director or County Administrator. Competitive sealed proposals -Request for Proposals (RFP's) and Request for Qualifications (RFQ's)- may be used when:

306.4.1 Specifications that cannot be made sufficiently specific to permit award on the basis of the lowest bid price.

306.4.2 Competitive Sealed bidding is inappropriate due to: limited sources of supply, a fixed-price contract is not applicable, or time and place of performance cannot be determined in advance.

306.4.3 Factors other than price must be used to determine what is in the best interest of the County. Since these factors would create the need for subjective judgments, there may be a need for discussion with the offerers after proposals are opened.

306.4.4 When a minimum specification cannot be met exactly by any prospective bidder, in this instance the best interest of the County would be served only by accepting proposals with which subjective judgments must be made to determine what will best serve the County's needs.

306.4.5 When competitive sealed bids have been received and the results are unacceptable to the County because of cost.

306.4.6 For any other reason allowed in Section 306.3.1.3, not otherwise specifically mentioned in Sections 306.4.1 through 306.4.5.

306.4.6 Procedure for Seeking Competitive Sealed Proposals

306.4.6.1 All requests to use the competitive sealed proposal method must be approved by the Purchasing Director, or County Administrator prior to use. At this time the requesting department will provide a listing of the proposed specifications and criteria to be used in the evaluation of the proposals and completely justify why this method of purchasing is needed.

306.4.6.2 A "Request For Proposals" will be utilized with the same requirements as the "Notice to Bids". (F.S. 287.012(22)) (See sections 302.6, 302.7 and 304.6)

306.4.6.3 Criteria and factors to be used in the evaluation of RFPs and RFQs shall be submitted by the requesting department and approved by the Purchasing Director. As approved by the Purchasing Director, the RFP/RFQ evaluation criteria and factors shall be included as specifications in the RFP/RFQ documents that are mailed and made available to prospective vendors. For RFPs and RFQs for professional services that are required to be acquired pursuant to the provisions of Section 287.055, Florida Statutes (the Consultant's Competitive Negotiations Act), criteria are standardized and approved by the BCC (see Exhibits 'B' and 'C' to the Manual). When Exhibits 'B' and 'C' are required, any deviation shall be approved in advance by the Purchasing Director or County Administrator, and if there is a waiver, all other requirements in Chapter 307 will apply notwithstanding such waiver. For acquisitions pursuant to RFP or RFQ that are pursuant to this Chapter 306, the form and criteria set out in Exhibits 'B' and 'C' are advisory in nature and not mandatory.

306.4.6.3.1 This Section guides the requesting department in developing a list of proposed specifications and criteria to be used in the evaluation of proposals. The following factors may be included:

- a. Specify the level of financial capability, financial stability, material, equipment, facilities, personnel, resources, experience, knowledge and expertise, or demonstrated ability to obtain any of these, necessary to meet the contractual requirements.
- b. Whether the proposer has a satisfactory record of performance on similar projects.
- c. The proposer shall supply information that is fully responsive to the RFP or RFQ, including, but not limited to, provision of any required licenses, permits, insurance, price sheets and organizational papers.
- d. Specify the level of work experience especially as it relates to proposed Scope of Services noted in Bid/RFP/RFQ.
- e. Indicate whether bidder/proposer has ever had a contract/agreement/business relationship terminated/cancelled/suspended, and if so, what were the reasons, and what was the ultimate outcome?
- f. Indicate whether bidder/proposer has ever filed a Bid/RFP/RFQ protest, and if so, what were the reasons, and what was the ultimate outcome?
- g. Indicate whether bidder/proposer has ever filed an administrative or judicial action with any State agency or State court, and if so, what were the grounds/reasons, and what was the ultimate outcome?

306.4.6.3.2 A Request for Proposal shall state the relative importance of price and the other evaluation factors listed in the specifications. The relative importance of the factors for evaluating

proposals shall be quantifiable and objective such that proposers are afforded fair and equal treatment in the evaluation and procurement process.

306.4.6.3.3 Each bidder/proposer is under continuing obligation, until a notification of award has been issued by the County, to disclose any changed circumstances that would have impact on bidder/proposer's ability to perform or provide the items noted in the proposed Scope of Services. "Changed circumstances" includes, but is not limited to, changes concerning insurance, status of the bidder/proposer or the legal entity of the bidder/proposer, financial ability or stability, loss or departure of key personnel, or commencement of an adverse administrative or legal/judicial action of any sort or kind. The Purchasing Director shall be authorized to identify any proposal which is considerably dissimilar or inconsistent with the other proposals submitted (and without a logical and reasonably-acceptable explanation from the proposer for the deviation or inconsistency) as an outlier proposal. Outlier proposals shall be treated as non-responsive for the purpose of this Purchasing Manual.

306.4.6.4 An Evaluation Team will be established in accordance with this Section. The head of the requesting department will recommend to the Purchasing Director the members of the Evaluation Team, and Purchasing shall announce the Team following receipt of this recommendation. Ordinarily, the Team should consist of the following persons:

- a. A designee of the head of the requesting department;
- b. An individual with responsibility for administering the contract at issue, or involved in using, on behalf of the County, the products or services under consideration;
- c. The Purchasing Director may designate a Team Leader when appropriate. This individual will serve as leader of the Evaluation Team. In order to avoid conflicts of interest, the Purchasing Director shall be a member of the Evaluation Team. It is expressly noted that in those instances where the County requires the knowledge of a County non-employee for purposes of evaluating bids/proposals/qualifications, the Purchasing Director may select a County non-employee for such purposes, provided that the County non-employee is fully informed that all work and evaluation performed on behalf of the County is subject to all applicable Florida laws, including the Florida Public Records law. It also noted, that unless waived by the Purchasing Director for good, and sufficient written cause, the Evaluation Team cannot be comprised of more than 25% County non-employees.
- d. If the purchase at issue is estimated to exceed \$500,000.00 per fiscal year, then the director or head of the requesting department shall approve the purchase amount.
- e. If the purchase is estimated to be in excess of \$1M per fiscal year, then the County Administrator or designee shall approve the purchase amount.

306.4.6.5 The evaluation team will usually be given 2-3 weeks to independently review the proposals prior to attending the publicly advertised Evaluation Review Meeting, which is typically held in the Purchasing Department. (See Exhibit N)

306.4.6.5.1 The evaluation review meeting is a publicly advertised (annually or semi-annually) standing meeting. Any deviation from the standing day and time must be advertised in a newspaper of general paid circulation -which is published at least five (5) days a week in the County-at least 7 days prior to the meeting day and time.

306.4.6.5.2 The Evaluation Team shall meet no later than two to three weeks after the date on which the responses to RFPs and RFQs are opened. This deadline for the meeting may be extended by the Purchasing Director for good cause shown. The Purchasing Director or designee is responsible to convene the meeting of the Evaluation Team.

306.4.6.5.3 An evaluation process will be used by the Team in assessing and ranking proposals for all competitive negotiations. Unless waived by the Purchasing Director or designee, selection criteria and the corresponding point score or rating assigned to each, criterion, and any minimum score required for proposals to be considered acceptable, should be provided in the RFP/RFQ specifications. The evaluation criteria will reflect generic or project-specific indicators as determined to be appropriate by the Purchasing Director or designee. Proposal evaluation criteria and the evaluation scoring system will be used objectively and consistently in assessing each proposal received. No member of the Evaluation Team shall have contact with any bidder or proposer, or representative, in any capacity, of any bidder or proposer, unless approved in advance, in writing by the Purchasing Director. The Purchasing Director shall provide instruction and/or training as appropriate and/or necessary.

306.4.6.5.4 The Evaluation Team process will follow these procedures:

- a. Each member of the Evaluation Team will be provided a copy of each proposal received along with the corresponding RFP or RFQ specifications. The team members then assess and individually score/rate each proposal using the evaluation criteria or maximum point rating system established in the specifications. In the discretion of the Purchasing Director or Evaluation Team Leader, this scoring/rating process shall occur before the meeting of the Evaluation Team. This initial rating/scoring occurs without consultation by or among the Team members, and is an individual activity.
- b. After each team member prepares his or her assessment and rates each proposal using the evaluation criteria in the RFP/RFQ specifications, the Evaluation Team then meets to aggregate the ratings/scores. There may be a discussion of the reasons why the ratings differ among the team members (if there is a difference), with particular attention given to any proposals for which the scores vary widely on the same criterion. The Evaluation Team members then confer among themselves and arrive at final ratings and thus a ranking of all proposals. Unless prohibited by the evaluation criteria in the specifications, through a process of discussion and persuasion (which may include interim votes as allowed by the Team leader), Team members may modify their previous rating(s) to reach consensus or a majority. At any point following the discussion, the Team leader may call for the final rating to be determined by adding the scores assigned by each Team member.
- c. If at least one proposal achieves the minimum rating required, the Evaluation Team shall debate the quality and other relevant considerations of each proposal that meets the minimum rating.
- d. Each member of the Evaluation Team will sign a memorandum in which the results of the evaluation are certified and the rankings are stated. The memorandum shall be retained as part of the procurement file.

306.4.6.5.5 The meeting of each Evaluation Team is a public meeting subject to Florida's Sunshine Law. Reasonable notice of the date, time, and place of the meeting must be given, and the meeting must be held in a place accessible to the public. Minutes of the meeting shall be taken and maintained in the procurement file. Committee members shall return the evaluation forms and other material considered in the evaluation for the procurement file.



306.4.6.5.6 The Evaluation Team shall rank the proposers and conduct interviews of vendors submitting proposals in accordance with the specifications for the RFP/RFQ. Unless this requirement is waived by the Purchasing Director, each purchase that is anticipated to cost more than \$50,000.00 in the fiscal year, when the purchase is made pursuant to an RFP or RFQ, shall require a ranking and interview of the top three proposers as determined by the Evaluation Team. Following the interviews, the Evaluation Team shall compile the final rankings of the top three proposers based upon the total scoring, which will at that time include a score for the interview. Presentations and interviews will comply with and are subject to the Sunshine Law, and are open meetings.

306.4.6.5.7 The Evaluation Team leader will cause the tally sheets for each RFP and RFQ to be posted in the usual manner for announcement of intended procurement decisions. The County then enters the contract negotiation phase. The head of the department requesting the purchase and the Purchasing Director determine the team that will negotiate the contract. When the cost to the County is anticipated to be in excess of \$500,000.00 in the fiscal year, the negotiating team shall include the Purchasing Director, or a designee. For purchases in excess of \$1M, the County Administrator or designee will be included on the negotiating team in addition to the Purchasing Director or a designee. At the County's option, it may avail itself of a subject matter expert.

306.4.6.6 The Purchasing Department is required to prepare an agenda and maintain a record of the evaluation review meeting. The Purchasing Director or designee will chair the meeting, the purpose of which is to compile the individual ratings and summarize them into a ranking for short-listing respondents and presentation to the BCC, if necessary. (see Exhibit C)

306.4.6.7 If BCC approval is required, the Purchasing Department will prepare the agenda item based upon the summary ranking. Once approved by the BCC, the Requesting Department should assign a lead negotiator to negotiate a final scope and associated fee.

306.4.6.7.1 The base wage rate must be the actual hourly wage rate of the employee/job classification for the firm. (The base wage rates are exclusive of the additives of fringes, overhead, and profit.)

306.4.6.7.2 Proposed overhead rates shall conform to Federal Acquisition Regulation as established by a governmental audit or certified by a Certified Public Account, but the maximum allowable is 150% for fringe and overhead on direct labor. Profit shall not exceed 10% and shall be applied only to the total of direct labor plus the overhead.

306.4.6.7.3 No markup will be allowed on non-labor related project costs, reimbursables, or on services by sub-consultants or others.

306.4.6.7.4 The Negotiating Team shall negotiate for a contract with the proposer ranked first as a result of the evaluation process. Detailed discussions are held with the proposing firm to establish the scope of the project, the services to be performed, or items to be purchased by the County, and other required contract terms, including cost and payment details, unit prices, and fee structure. These negotiations are usually successful, however, should the parties fail to reach an agreement, the Negotiating Team will terminate the negotiations with the first ranked firm and commence

negotiations with the second ranked firm. If again unsuccessful, the process is repeated with the third highest ranked firm. If the County is unable to negotiate a satisfactory contract with the third ranked firm, the purchase will be resubmitted through the Purchasing Director for an acquisition pursuant to the requirements of Chapter 302 of this Manual, which may include a purchase by hard bid or by an appropriate exception to bidding set forth in Section 302.6.5 or Section 306.3.1.

306.4.6.8 The Purchasing Department will be responsible for preparing and having the contract documents fully executed once a final scope and fee are agreed upon. (See also Section 303.)

### **306.5 Standardization**

306.5.1 Compatibility to existing equipment shall be an acceptable justification for waiver of bidding procedures provided the item meets the other criteria within the definition of sole source item (i.e.; available from only one source and only one item that will produce the desired results).

306.5.2 Where standardization is determined to be desirable by the Director of Purchasing and Contracts, the purchase of materials, supplies and equipment and certain contractual services may be made by negotiation. Approval levels stipulated in the County Procurement Ordinance shall apply to such purchases.

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

- a. The number and types of the same or similar equipment or systems currently in the user's inventory;
- b. Reason(s) why the decision was made to standardize on a particular make or model; qualified personnel should reach this decision after a comprehensive analysis of various equipment or systems. This analysis must be documented.
- c. Discussion of operational advantages, if any, that the desired equipment system has over comparable models. Factors that should be considered include ease of maintenance, current skills of maintenance personnel; costs of additional training if another system or different equipment is procured; existing parts inventory; etc.

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

**St. Johns County  
Administrative Code**

<b>Section:</b> Purchasing	<b>Date Issued:</b> June 1999 <b>Revised:</b> September 2009
<b>Title:</b> Contracting for Professional Services	<b>Reference:</b>

**307.1 Purpose** - The purpose of this policy and procedures establishes St. Johns County's compliance with F.S. 287.055, known as the "Consultant's Competitive Negotiation Act". The following is a summary:

Establishes contracting procedures by which Professional Architects, Landscape Architects, Engineers, and Registered Land Surveyors are to be selected for jobs with the State, its agencies, political subdivisions, and administrative boards. The Policy provides that professional firms should be chosen on quality of personnel, past performance, and ability to meet time requirements. Provides for competitive negotiations with no less than three (3) firms most qualified for the job, and provides that the firm awarded a contract execute a truth-in-negotiation certificate for contracts of over \$150,000 or more. (F.S. 287.055(5)(a).

Professional service shall be prohibited from representing opposing sides of an issue under consideration by the Board of County Commissioners to avoid creating a conflict of interest.

The Certificate is to state that wage notes and other factual unit costs supporting the compensation are accurate complete and current at the time of contracting. (F.S. 287.055)(5)(a)

Requires the County to announce in a uniform and consistent manner, each occasion when professional services are required for a project whose basic construction cost is estimated to exceed \$250,000 or for a planning or study activity when the fee for professional services does exceed \$25,000 except in case of a valid public emergency. (F.S. 287.055)

This threshold amount may be automatically increased annually to comply with the procedure in F.S. 287.017.

Prohibits the payment of contingent fees for such professional services and sets criminal penalties for violations of this prohibition. (F.S. 287.055(6))

Makes state assistance available to agencies negotiating contracts over \$25,000.00. (F.S. 287.055)(8))

**307.2 Scope** - All officials, departments and employees under the control and responsibility of the Board of County Commissioners of St. Johns County.

**307.3 Policy** - This section of the manual is provided as information to County personnel requiring the professional service as defined in the Florida Statute for Professional, Architectural, Engineering, Landscape Architectural or Registered Land Surveyor Consultant services. "Consultants Competitive Negotiations Act." (F.S. 287.055.) This Section of the Manual and Section 306 will be the procedure used when providing requested professional services as identified herein.

**307.4 Public Announcement** - Advertising will be in a newspaper of general paid circulation which is published five (5) days a week in the county except for specialized advertising. The need for and approval of specialty advertising will be determined by the Purchasing Director and using Department Head. Formal sealed bids/RFPs/RFQs may also be advertised electronically on the Web when posted for at least 14 calendar days before the date set for receipt of bids, proposals, or replies. The advertisement requirements are the same as in 302.7.2 and 302.7.3. Electronic advertising may be used alone or in conjunction with the written notice.

**307.5 Scope of Services** - Scope of Services along with Evaluation Criteria will be issued by the Purchasing Department to interested firms.

**307.6 Letters of Interest** - Letters of interest and qualifications will be received in the Purchasing Department by the advertised time and date.

**307.7 Evaluation Criteria**

307.7.1 Criteria to be used in the evaluation process shall include, but not be limited to, familiarity with St. Johns County/ previous professional services in the project area past performance with St. Johns County, experiences with similar projects, current workload/proposed project schedule, quality of submittal, references and such other factors as may be determined to be applicable to the Board's particular requirements.

307.7.2 Evaluation of Letters of Interest/qualifications may be by three (3) or more raters based on criteria shown on the Evaluation Sheet for Ranking of Design Professionals (Exhibit C). Please refer to Definitions of Evaluation Criteria (Exhibit C) attached.

307.7.3 The composite score from all raters will be combined into the overall ranking total.

**307.8 Recommendation for Selection**

307.8.1 The Summary Sheet for Ranking of Design Professionals (Exhibit C) along with other supporting data will be presented to the Board of County Commissioners for approval of the ranking order and approval to negotiate beginning with the top ranked firm.

**307.9 Negotiations**

307.9.1 Negotiating may be done jointly by the Purchasing Director and the Requesting Department Head or designees with the No. 1 ranked firm. The consultant will usually be requested to provide the following, even in cases where the work is to be done on a Firm Price Basis (see also 306.4.6.7 and Exhibit O):

307.9.1.1 Detailed staff hour estimates.

307.9.1.2 Proposed wage rates and the basis for that rate.

307.9.1.3 Overhead and fringe benefits.

307.9.1.4 Documentation to support the basis for all expenses contained in the price proposal.

307.9.1.5 Written quotes from vendors, copies of pages from catalogs, etc.

307.9.1.6 Unit rates used to compute travel. Cost may not exceed those authorized for St. Johns County employees. Airfare must be based on coach rates and costs for rental cars must be based on the use of compact cars, unless prior justification and approval is obtained.

307.9.1.7 The cost basis for the unit rates used for CADD, computers, facilities and capital cost of money must be fully supported.

307.9.2 Operating margin is intended to compensate the consultant for those normal business expenses which are excluded from allowable overhead (interest, advertising, bad debts, etc.), as well as provide the consultant with a reasonable profit.

307.9.2.1 Sub-consultant cost must be specifically identified in the price proposal and supported in a manner that will allow the negotiating team to make a determination that the proposed costs are fair, reasonable and competitive.

307.9.2.2 The above data will be compared to the internal estimate prepared by the Requesting Department to determine those areas in which the proposal from the consultant may be out of line.

307.9.2.3 In those cases where the Requesting Department Head, the Purchasing Director, and when necessary the County Administrator or designee, agree that the negotiated price is fair and equitable, a contract will be issued by the Purchasing Department.

307.9.2.4 In the event that an agreement cannot be reached on a price proposal, the affected firm will be notified in writing that negotiations have been discontinued and the basis for that action.

307.9.2.5 Negotiations will commence with the second highest ranked firm.

307.9.2.6 Additional Contract Negotiations: Selected firms shall be notified in order of their competence and qualifications and continue negotiations in accordance with this section until an agreement is reached.

307.9.2.7 Service Contracts Over \$150,000: For all lump sum or cost-plus-a-fixed-fee professional service contracts over \$150,000, the Board of County Commissioners shall require the firm receiving the award to execute a truth-in-negotiations certificate stating that wage rates and other factual unit cost supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required shall contain a provision that the contract price shall be adjusted to exclude any significant sums where the Board determines the contract price was increased due to inaccurate, incomplete, or non-current

wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of contract. (F.S. 287.055)(5)(a))

307.9.2.8 Prohibition Against Contingent Fees: The Purchasing Department shall be responsible for assuring that all contracts for professional services shall contain the required clauses as contained in subsection pertaining to "Consultants Competitive Negotiation Act". (F.S. 287.055)(6)(1-4))

**307.10 Continuing Contracts and Task Orders (F.S. 287.055)**

307.10.1 A "Continuing Contract" is a master contract for professional services, in accordance with all the procedures of this policy and F.S. 287.055, between St. Johns County and a firm or firms that does not have a specified scope of services. Continuing Contracts may be established by the Purchasing Department for any Department.

307.10.2 Work is assigned on a rotating basis or by competitive proposals through the issuance of task orders. Each task order is a stand-alone agreement under the master continuing contract and defines specifically the scope of work and fee for the particular project.

307.10.3 Task orders may be issued for projects outside the original scope of services where construction costs do not exceed \$2 million, or for study activity when the fee for such professional service does not exceed \$200,000, or for work of a specified nature as outlined in the contract with no dollar limitation.

307.10.4 The Requesting Department is to provide a scope of work with a fee and time frame on a proposal from the consulting firm in order for the Purchasing Department to prepare and issue the task order. Task orders should be approved by the Requesting Department Head, Purchasing Director, and additional approval, if required, prior to being forwarded to the consultant for signature.

307.10.5 Task orders are not effective until signed by both parties.

**St. Johns County  
Administrative Code**

<b>Section:</b> Purchasing	<b>Date Issued:</b> June 1999 <b>Revised:</b> September 2009
<b>Title:</b> Surplus and Obsolete Property	<b>Reference:</b>

**308.1 Purpose** - To establish policy and procedure for County owned property that is deemed obsolete and/or is to be marked as surplus.

**308.2 Scope** - All officials, departments and employees under the control and responsibility of the Board of County Commissioners of St. Johns County.

**308.3 Policy** - The Board of County Commissioners has the discretion to classify any County property as surplus that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function and is not otherwise lawfully disposed of. Qualifying property may be disposed of for value without bids to any governmental unit as defined in s.1.01, or if the property is without commercial value it may be donated, destroyed, or abandoned. (F.S. 274.06) Property valued to be under \$5,000, may be disposed of in the most efficient and cost-effective means as determined by the Purchasing Director or appointee. Any sale of property the value of which the Purchasing Director or appointee estimates to be \$5,000 or more shall be sold only to the highest responsible bidder or by public auction. (F.S. 274.06).

The Custodian or appointee will advise the Purchasing Director by providing a "Surplus Property Form" which shall include - all property declared surplus or obsolete and the requested method of disposition as mandated by "Florida Law". (F.S. 274.03)

**308.4 Procedure** - Each division and/or department must report its surplus or obsolete stock, equipment, or supplies to the Purchasing Dept by completing the "SURPLUS PROPERTY FORM, REQUEST TO TRANSFER/DECLAIRE SURPLUS" (Exhibit D), which is supplied by the Purchasing Department, Finance Department, or from the BCC shared drive under Surplus Property. There are no exceptions to this policy as all assets must be properly recorded and maintained as required by the Auditor General (F.S. 274.02).

308.4.1 The following minimum information shall be included Surplus property form:

308.4.1.1 "From" (Location), "To", "Item Description", "SCJ#" (applicable to items valued at \$1,000 or more at time of purchase), "Condition", "Manner of Disposition" (transfer to surplus, trade-in, insurance, recovery, disassembled for parts, donate, etc.), CV# (Mandatory for County Vehicles or heavy equipment/rolling stock), and "Department Head Signature".

308.4.2 All Surplus property forms, excluding those for County vehicles or heavy equipment/rolling stock, must be forwarded to the Purchasing Department prior to the transaction or at the time of property drop-off.

All County Vehicles, Heavy Equipment / Rolling Stock surplus request forms must be turned over to Fleet Maintenance along with the vehicle and fuel keys. Fleet Maintenance must sign all Surplus forms prior to transferring any vehicles to surplus.

308.4.3 Notification and delivery of surplus material to the designated area is the responsibility of each department. The Purchasing Dept must insure the inspection of the items to verify the serviceability, condition, and original item cost. The County Fleet Maintenance Department will evaluate all vehicles and heavy equipment.

308.4.4 The Purchasing Dept will process the surplus property form, route and distribute executed copies to required personnel, and maintain current listings of all surplus property. Once an item has been declared surplus, it becomes the responsibility of the Purchasing Dept. It can not be traded in, transferred, sold, cannibalized, or placed back into service, without the approval of the Purchasing Director.

308.4.5 Items reported as surplus shall be transferred to a controlled area. The Fixed Asset Manager will insure all materials in the controlled area are properly recorded and tagged.

308.4.6 All Division and Department Heads will review the current "Surplus Property List" and notify the Purchasing Director within fifteen (15) calendar days after notice of sale or other disposition, with any requirements for the material; priority normally will be given to the first division and/or department requesting the material. Before property is disposed of, the Purchasing Department will check with all other departments and constitutional officers to ascertain a need for the property.

308.4.7 The Purchasing Department will then review the complete list as required to determine if there is a need for items, which have not been requested by the division or department, by other governmental entities within the County. (F.S. 125.35)

308.4.8 The Custodian or appointee will forward the current surplus property list, which shall include all items that have not been disposed, to the Purchasing Director with one of the following recommendations for disposition:

- Transfer to another department or division.
- Trade in on new equipment.
- Offer to governmental entities within St. Johns County by sealed bid.
- Cannibalize for parts.
- Sell to public by auction or sealed bid.
- Sell as scrap.
- Donate to a non-profit organization supported in part by Federal, State or County funds
- Destroy.



308.4.9 The Custodian, or appointee will request a motion to declare the property list as surplus and allow staff to dispose surplus property by one of the above listed methods of disposition and drop the item from the property control register. Board approval of items costing \$1,000 or more, which are accounted for by Property Control Numbers, shall be reported to the Fixed Asset Manager to either transfer item(s) to surplus or drop the item from the property control register and authorize the item(s) to be scrapped. (F.S. 274.02) Items below the \$1,000 threshold, may be disposed in the most efficient and cost-effective means as determined by the Purchasing Director or appointee, without prior authorization from the BCC.

### **308.5 Procedure for Transfer of Property (F.S. 274.05 & 274.06)**

308.5.1 Each division and/or department must report property transfers by completing the "SURPLUS PROPERTY FORM, REQUEST TO TRANSFER/DECLAIRE SURPLUS" (Exhibit D), which is supplied by the Purchasing Department, Finance Department, or from the BOCC shared drive under Surplus Property. There are no exceptions to this policy as all assets must be properly recorded and maintained as required by the Auditor General (F.S. 274.02).

308.5.2 The following minimum information shall be included in the Surplus/Transfer property form:

- "From" (Location)
- "To"
- "Item Description"
- Select "Transfer"
- "SCJ#" (applicable to items valued at \$1,000 or more at time of purchase)
- "Condition"
- CV# (Mandatory for County Vehicles or heavy equipment/rolling stock)
- "Department Head Signature"

305.3 All Surplus/Transfer property forms, excluding those for County vehicles or heavy equipment/rolling stock, must be forwarded to the Purchasing Department prior to the transaction.

All County Vehicles, Heavy Equipment / Rolling Stock transfer request forms must be turned over to Fleet Maintenance. Fleet Maintenance must approve all Transfer requests prior to transferring any vehicles.

305.4 The Purchasing Dept will process the transfer request, route for appropriate approvals and distribute executed copies to the required personnel.

305.5 Notification and delivery of surplus material to the designated area is the responsibility of each department.

### **308.6 Procedure for Sale of Property (F.S. 274.05 & 06)**

308.6.1 After Board approval of items exceeding \$1,000 or advisement by the Custodian or appointee for items below \$1,000 threshold, to sell surplus property to the public by auction or sealed bid, the Purchasing Department shall place a notice in a local newspaper of general circulation not less than one (1) week nor more than two (2) weeks prior to the sale and in additional newspapers or specialized publication if in the judgment of the County the best interests of the

County will be better served by the additional notices.. The advertisement shall contain method of sale (auction or sealed bid), general description of items being sold, bidder requirements, location of sale, location and time items being sold may be previewed, time and date of sale. (F.S. 274.06)

308.6.2 The auction shall be conducted by or may be contracted out by the Purchasing Department. The Finance Department shall have necessary personnel available to record sales and receive payment in the event items are auctioned by County staff.

308.6.3 Items shall be sold to the highest bidder and payment made at the time of the sale. Payment must be made by cash, certified check, cashier's check, money order, or company check. A Company check will be accepted only if a CURRENT BANK LETTER guaranteeing sufficient funds to cover the check is provided AT REGISTRATION.

308.6.4 Items sold by either sealed bid or auction must be removed from the premises as soon as possible. The Purchasing Department will determine the maximum length of time granted to remove items. Under unusual hardships, the Purchasing Director may grant exceptions to this provision. Neither the County nor any employee of the County may be held responsible for any materials remaining on County Property after a five-(5) calendar day period.

308.6.5 All sales are final, no warranties or guaranties implied. Items to be sold in "as is" condition shall be so noted in the advertisement and bid form.

### **308.7 Items Approved For Cannibalization**

308.7.1 All serviceable parts or items removed shall be placed in stock and reported as receipts of Perpetual Inventory Control and the residue placed in scrap materials. Items that have been declared surplus may not be cannibalized without the approval of the Purchasing Director.

**308.8 Sale Of Scrap Materials (F.S. 274.06)** - Items that have lost all value in their original form or have been declared obsolete and can not be sold will be classified as scrap and will be sold to area scrap dealers at the highest price available or transferred to the Solid Waste Department for disposition.

308.8.1 The Purchasing Director will contact at least three (3) or more scrap dealers requesting they view the scrap available for sale by the County. The scrap dealer will then submit in writing a proposal of the price per pound that he will pay. This proposal should include the information providing containers for carrying scrap and the change in price per pound if St. Johns County will put scrap in containers. The proposal most advantageous to the County will be the one accepted.

308.8.2 Segregation of the scrap is to be made, wherever possible, so that the County will receive the best possible price. In the past, the County has experienced better prices by delivering scrap to the dealer, when separated in containers marked: bronze, brass, copper, aluminum, lead, scrap steel.

308.8.3 The scale used to weigh such items must be of the approved type capable of providing a printed receipt of the gross weight less tare weight and the net weight of each load of scrap. The receipt will be provided to the St. Johns County Purchasing Department along with payment for the scrap in money order or cashiers check and should be made payable to St. Johns County. If no scale

is available, the County will weigh the scrap at the Solid Waste Landfill scales prior to delivery of the scrap or pick-up by a scrap buyer.

308.8.4 Proceeds from the sale of scrap will be returned to the Purchasing Director then forwarded to Finance as revenues to the general fund unless prohibited by statute or agreements, such as bonding obligations.

**308.9 Donate, Scrap, or Destroy** - The disposal of surplus or obsolete property will require authorization for disposal of surplus or obsolete property from the Board of County Commissioners, and will be recorded in the minutes. (F.S. 274.07). The dollar guidelines as established in F.S. 274.06 shall be followed. The Purchasing Director shall be authorized to dispose of surplus property under the bid limit (currently \$5,000.00) in any manner, which brings the most value to the County.

308.9.1 A complete list of all surplus property, which is to be donated, scrapped, or destroyed shall be recorded with associated SCJ#'s.

**308.10 Vehicle and Heavy Equipment / Rolling Stock Surplus Property** - The "SURPLUS PROPERTY FORM, REQUEST TO TRANSFER/DECLAIRE SURPLUS" (Exhibit D) is to be completed by the Custodian or appointee, as vehicles must be approved by the Board as excess to County Requirements. The form must be forwarded to the Fleet Maintenance Supervisor for information on conditions and location of vehicle equipment and returned to the Purchasing Director.

**308.11 Procedure For Sale Or Lease Of Real Property (F.S. 125.35)(b)** - The Board of County Commissioners is authorized to sell and to lease real property belonging to the County whenever the Board determines that it is in the best interest of the County to do so.

308.11.1 Notice of sale must be published once a week for at least two (2) weeks in a newspaper of general circulation published in the County, calling for bids on the property.

308.11.2 The highest bid complying with the terms and conditions in the Notice shall be accepted. Terms and conditions may differ from sale to sale at the discretion of the Board (i.e., amount of deposit required with each bid, appraisal to determine lowest bid to be accepted).

308.11.3 The Purchasing Department processes bidding and advertising. Title transfers, closing and land/building leases are administered by the County Real Estate Office.

308.11.4 Include in all advertisements for bids on sale of land: 1) the deed given by the County will be in substantial conformance with the form in F.S.125.411. 2) The deed given by the County will be subject to a reservation of mineral rights pursuant to section 270.11 F.S.

**St. Johns County  
Administrative Code**

<b>Section:</b> Purchasing	<b>Date Issued:</b> June 1999 <b>Revised:</b> September 2009
<b>Title:</b> Purchasing Card System	<b>Reference:</b>

**309.1 Purpose** - The Purchasing Department is committed to improving service to internal customers reducing processing time and controlling the cost of internal service functions. This Policy is part of a broad effort to pursue the benefits of delegated purchasing authority and to have procedures and controls in place for the protection of St. Johns County.

**309.2 Scope** - All officials, departments and employees under the control and responsibility of the Board of County Commissioners of St. Johns County.

**309.3 Issuance** - The Purchasing Director or his designated representative (individual responsible for administering the procurement function within a department) will determine to whom the purchasing cards should be issued based upon the purchasing authority of each individual or work group. Employee should be employed with the County for six (6) months prior to issuing a Purchasing Card. It is highly recommended that employees not use your personal credit card on County travel. If you use your personnel credit card and wish to be reimbursed by the County you must submit a copy of your credit card statement showing the charge along with the charge receipt.

**309.4 Transaction Dollar Limit** - The single per transaction dollar limit shall not be exceeded or circumvented by splitting transactions. The per transaction limit for most Department Heads is \$1,500.00 and for most regular card holders is \$1,000.00. **CASH ADVANCES ARE STRICTLY PROHIBITED.** Requests that exceed any of the established single transaction dollar limits or monthly dollar limits must have the prior written approval by appropriate Assistant County Administrator. Provide a "Request for Approval" form (Exhibit E) with a rational reason for the exception and route for the Assistant County Administrator's signature. Once approved by the Assistant County Administrator then Purchasing will be notified to change the requested limits, this includes single transaction limits and monthly transaction limits.

309.4.1 Single per transaction dollar limits for each cardholder-less than the County wide limit.

309.4.5 Any additional controls available.

**309.5 Receipt of Goods** - To avoid delays in payment of receipts/invoices be sure that the person authorized to sign receipts/invoices, has a clear signature on all charge slips. No unsigned charge slips will be paid. All receipts/invoices must have the appropriate GL number, department number and the Department Heads signature before they are sent to the Finance Department for processing. **Absolutely no "bundling" of (multiple) or split charges will be allowed. All purchases must be billed individually.**

**309.6 Statements** - The bank will send each cardholder a separate statement for their monthly charges. All cardholders and Department Heads must sign and date on space provided on statement.

**309.7 Interest and Penalty** - Cardholders must send their signed and coded invoices to the Finance Department the week after the month ending, the Purchasing Department will inform the reconciler of the cut off day. If receipts/invoices are submitted for payment without sufficient time to make a timely payment, interest, if any, will be charged to the cardholder's budget.

**309.8 Disputed Charges and Assistance** - In the event there are disputed charges on a cardholders statement a dispute form must be filled out by the Purchasing Department. The Departments reconciler must immediately contact the Purchasing Department with the cardholders name, credit card number, statement date, transaction date, posting date, merchant name, amount charged, reference number on statement and reason of dispute. Once the form is filled out by the Purchasing Department, they will then forward the form to the Department disputing the charge for the cardholder's signature. The disputing department must send the Purchasing Department the signed dispute form and the Purchasing Department will forward the form to the bank.

In the event a cardholder has any questions, they should contact their purchasing liaison assigned during the card issuance process.

All disputed charges must be coded with appropriate GL# and Cost Center# that the charge applies to and if it is determined by the bank that the charge applies to and if it is determined by the bank that the charge was not the cardholders responsibility a credit will be issued on the next month's statement. The credit for the dispute will be giving the same GL# and Cost Center# to off set the charge.

**309.9 Returns** - In the event there are returns, a credit receipt/invoice must be received from the vendor. The cardholder must check the statement for the return/credit and attach the credit slip when processing for payment.

**309.10 Lost or Stolen Cards** - Report lost or stolen cards to the Purchasing Department and to Bank of America at 1-888-449-2273 immediately. If not reported immediately, St. Johns County may be liable for the fraudulent charges and, if liable, the cardholder's budget will be charged.

**309.11 Inappropriate Purchases** - Neither the bank nor the merchant bear any responsibility for inappropriate purchases. If a purchase was made by the cardholder, the merchant will be paid and the department's budget charged, unless the department returns the merchandise and the merchant agrees to take it back and issue a credit. Individual cardholders may be subject to disciplinary action up to and including termination if illegal and/or inappropriate purchases occur.

309.11.1 No purchase of goods or services for use by a County employee should be made unless it is in:

- Direct Support of the workplace environment
- The purchase contributes (adds value) to the overall goal of the Department or County in providing a public service.

309.11.2 The use of County Purchasing Cards for the following is unacceptable:

- Any item(s) for personal or non-County use
- Cash Advances
- Vehicle repairs – (Exception- may be approved/authorized by the Fleet Maintenance Manager)
- Telephone Charges, Communications Services and/or equipment, cell phones and cell phone bills, pagers, and pager bills.
- Service charges for facilities and/or **ON SITE** equipment repair, pest control
- Walk-in purchases of office supplies
- Charges for organizational dues and/or memberships
- Payment of “Open Purchases Orders”
- Alcoholic Beverages, Bars
- Meals, dinnerware, food condiments

(Exceptions)

1. The Fire Services and/or EMS Division Chief may authorize use of the card for those items under Emergency Conditions)
2. A localized or departmental emergency may occasionally occur which requires field repair crews to work extended hours. A localized or departmental emergency may be declared by a Division Head and does not require BOCC approval. An example is a water main break in which hundreds of citizens may be without water. Another example is an unusual and excessive amount of rain which results in flooding of roadways. During these localized or departmental emergencies, meals may be purchased for field crews when employees must work extended hours. Extended hours means 12 or more work hours per man in a 24 hour period. The food may be purchased only for the work crews in the field and not for support staff. The maximum amount of the purchase for each meal may not exceed the amount authorized by the travel policy in effect at the time of the purchase. The Division Head must inform the Purchasing Director and the appropriate Assistant County Administrator in writing the next business day after the event using the Request for Approval form and provide the reason for the use of the purchasing card for food, place used, and the date(s).

309.11.3 Violation of the above Policy will result in:

- Reimbursement by the employee
- Surrender of Purchasing Card and Card privileges
- Other Disciplinary measures (when appropriate)

309.12 Appropriate Purchases - The use of County Purchasing Cards for the following is acceptable:

- Commodities
- Travel related items such as airline tickets, hotel/motel room fees, fuel only while traveling on County business, and rental car. **Pre-Approval of travel is required in accordance with the standard travel procedures.**
- Seminar / Conference Registration Fees
- **OFF SITE** equipment repair and services - for example, repairs to electrical motors or motor starters, Emergency Medical Technician diagnostic equipment, Firemen SCBA equipment, laboratory equipment, small and mowers.

- Computer Equipment/Software (ALL Requests must be submitted to the MIS Director for approval prior to purchase)

### **309.13 Cardholder Performance**

A cardholder's supervisor should review their purchases as they are responsible for the cardholder meeting all the requirements specified for the use of their card.

### **309.14 Cancellation of Cards**

Whenever the employment of a cardholder is ended, the cardholder's Supervisor is responsible for returning the card to the Purchasing Department with written notice for cancellation **immediately**. The terminated employee's Purchasing card must be returned to the Purchasing Department and cut in half for cancellation. The Purchasing Department will contact the bank to close the terminated employee's Purchasing card.

**309.15 Record Keeping** - It is mandatory that the following record keeping formats be utilized to maintain your receipts/invoices and detail for the Works System. All Purchasing card purchase receipts/invoices will be submitted to facilitate reconciliation of your monthly statement. It is easier to record the required detailed description of the purchase on the Works System than on each receipt/invoice.

309.15.1 The following are required (without exception) for every County Purchasing Card purchase:

- Documentation of purchase item(s) and amount(s)
- Register Receipt
- Itemized Invoice
- Signature of Recipient of Purchase

309.15.2 Absolutely no "bundling" of (multiple) or split charges will be allowed. All purchases must be processed as they occur.

309.15.3 File your receipts/invoices in a folder and complete the information indicated on daily transactions on the Bank of America website. (See EXHIBIT A for guidelines)

Upon receipt of your hard copy statement, compare your receipts/invoices to the weekly statement sent through Works, requesting any lost receipts/invoices, credits due, etc. Keep all receipts/invoices until the last week on the credit card reconciliation. The Purchasing Department will notify all reconcilers of the Month End.

Once the Month End has reached all receipts/invoices must have appropriate GL#, Department # and Department Heads signature on them. Receipts/Invoices must be in the order they appear on the Works statement. Forward all invoices to the Finance Department no later than the cutoff deadline. **Send all receipts/invoices to the Finance Department immediately after you receive the hard copy of the statement from Bank of America.**

**St. Johns County  
Administrative Code**

<b>Section:</b> Purchasing	<b>Date Issued:</b> June 1999
<b>Title:</b> Definitions	<b>Reference:</b>

**310.1 Definitions**

1. **ACKNOWLEDGMENT** - A form used by a vendor to advise a purchaser his order has been received.
2. **ACT OF GOD** - A term used to denote a danger beyond control of human avoidance, any accident caused by nature such as a hurricane, flood, lightning, etc., which is in no way connected with negligence.
3. **AD VALOREM** - (According to value) Ad Valorem is applied to duty (tax) charged upon the value only of goods, irrespective of quality or other considerations.
4. **ADMINISTRATOR** - County Administrator of St. Johns County, Florida.
5. **AFFIDAVIT** - A written statement of facts sworn to before a notary.
6. **AGENCY** - Signifies a relationship existing between two parties by which one is authorized to perform or transact certain business for the other.
7. **AS IS** - A term indicating goods offered for sale are without warranty or guarantee. The purchaser has no recourse on the vendor for the quality or condition of the goods.
8. **BACK ORDER** - That portion of an order which the vendor cannot deliver at the scheduled time and which has been rescheduled for delivery at a later time.
9. **BID** - An offer, as a price, whether for payment or acceptance. A quotation specifically given to a prospective purchaser upon its request, usually in competition with other vendors.
10. **BID BOND** - A good faith monetary commitment which a bidder or surety forfeits to the County if the bidder refuses to enter into a contract after submitting a bid or the bidder cannot furnish the required bonds, usually for 5% of bid proposal price.
11. **BID (FORMAL OR SEALED)** - A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public in the Purchasing Department on an appointed hour and date as advertised.



12. **BILL OF LADING** - A form used by a carrier as an invoice showing consignee, consignor, description of shipment, weight, freight rate, freight charges and other pertinent information regarding goods being transported.

*EXAMPLES:*

Bill of lading (uniform) B/L - A carrier's contract and receipt for goods, which it agrees to transport from one point to another and to deliver such goods. Surrender of the document not required upon delivery.

Straight bill of landing (uniform) B/L - A non-negotiable document providing that a shipment be delivered directly to the party designated as consignor.

13. **BILL OF SALE** - A written agreement under the terms of which the title or interest in a property is transferred by the seller to the buyer.

14. **BLANKET PURCHASE ORDER** - A standing purchase order issued for a fixed dollar amount to one vendor. Multiple orders for a variety of goods or services are placed upon demand against this one purchase order not to exceed amount stated on purchase order, although no quantities are specified. A log will be maintained by the department to assure amount is not exceeded.

15. **BOARD** - The Board of County Commissioners of St. Johns County.

16. **CAVEAT EMPTOR** - Let the buyer beware, purchase is at buyer's risk.

17. **CAVEAT VENDITOR** - Let the seller beware. The seller can be liable to the buyer if the goods delivered are different in kind, quality, use or purpose from those described in contract of sale.

18. **CHAIR** - The Chairman of St. Johns County Board of County Commissioners.

19. **CHANGE ORDER** - A written document to alter a transaction previously formalized by a purchase order or contract.

20. **CLERK** - The Deputy Clerk to the Board of County Commissioners.

21. **COMMON CARRIER** - An individual or company .in the business of transporting goods or passengers for the general public for a fee.

22. **COMPENSATION** - The total amount paid by the County for goods and services.

23. **COMPETITIVE SEALED BIDDING** - The offer of estimates by vendors competing for a contract to supply specified goods or services. Award is made to the lowest responsive and responsible bidder, based upon the criteria set forth in the bidding documents and does not include discussions or negotiations with bidders.

24. **CONFIRMING ORDER** - A purchase order issued to a vendor after the fact restating the terms originally placed verbally or by some other informal method.

25. **CONSIGNEE** - The party, usually the buyer, to whom a shipper directs a carrier to deliver goods.

26. **CONSIGNOR** - The party who delivers freight to a carrier for shipment.

27. **CONTRACT ADMINISTRATOR** - The individual designated by the County Administrator to obtain the professional services under the requirements stated herein when such services are requested from Staff or a Department Head.

28. **CONTRACT** - A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

29. **CONTRACTOR** - An individual or firm having a contract to provide goods, service or construction for a specified price.

30. **COOPERATIVE** - A group of two or more parties that act through a common agency with respect to a common objective, either buying or selling.

31. **COOPERATIVE PURCHASING (PIGGYBACKING)** - A method of buying whereby the County buys from an approved bid of another governmental entity, thereby relieving the County of the requirement of bidding itself.

32. **COUNTY** - St. Johns County, a political subdivision of the State of Florida. (F.S. 217.73)

33. **COUNTY ADMINISTRATOR** - An official appointed by the Board to direct the assigned functions of the County with all staff and department heads under his jurisdiction directly responsible to the Administrator for the operations.

34. **CUSTODIAN** - Any elected or appointed state officer, board, commission, or authority and any other person or agency entitled to lawful custody of property owned by the state. (F.S. 273.01)

35. **CWT (c.w.t.)** - Hundred weight (100 lbs.)

36. **D.B.A.** - "Doing Business As".

37. **DELIVERY** - The transfer of possession. It occurs when shipment is surrendered to the consignee and title to the goods passes to the receiver.

38. **DEMURRAGE** - A charge, allowed in tariffs, or by contract, assessed against a consignor, consignee for delays to transportation equipment in excess of "free time" for loading, unloading. St. Johns County pays demurrage on some cylinders containing oxygen, etc.

39. **DISADVANTAGED AND WOMEN OWNED BUSINESS ENTERPRISES** - A business firm which is at least fifty-one percent (51%) owned by disadvantaged or women group members; or in the case of a public-owned business, at least fifty-one percent (51%) of the stock of which is owned by disadvantaged or women group members. The definition of a special small business will depend on the industry, commodity and the service involved. (F.S. 287.055)(3)(a))

40. **DISCOUNT** - A deduction granted by the seller to the buyer when certain stipulations are met, such as payment received before a certain date - this is a cash discount. Often standard industry discounts are established.

41. **EMERGENCY** - The necessity for the immediate purchase of supplies or services essential to protect the life, health, or safety of the public initiated by either the department head, Purchasing Director, or County Administrator.

42. **ENCUMBRANCE** - Obligation in the form of purchase orders or contracts, which are chargeable to an appropriation in the budget and for which a part of the appropriation is reserved. They cease to be encumbrances when paid or when the actual liability is set up.

43. **EQUIPMENT** - An item with an initial value of \$1,000.00 or more and has a life expectancy of one year or more.

44. **ESCALATION** - An amount or percent by which a contract price may be adjusted if specified contingencies occur, such as changes in raw materials or labor costs.

45. **EXCISE TAX** - A tax imposed on the manufacturer, sale or consumption of a product. St. Johns County does not pay this tax.

46. **FINANCIAL HARDSHIP** - Circumstances caused by sudden and unexpected illness or accident not reimbursed by insurance, loss of property due to casualty not reimbursed by insurance, sudden and unexpected unemployment, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond a person's control.

47. **FIRM** - Any individual, firm partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering or land surveying in the State of Florida.

48. **FIRM ORDER** - An offer stated to be held open for a specified time.

49. **F.O.B.** - Free on Board. The term means the seller is required to place the goods aboard the equipment of the transportation carrier without cost to the buyer. The terms F.O.B. must be qualified by a location - such as shipping point, destination, etc. All St. Johns County purchase orders stipulate "F.O.B., destination unless otherwise noted herein".

50. **INVENTORY** - The amount of property on hand at any given time.

51. **INVITATION FOR BIDS** - A formal request, verbal or written, which is made to prospective suppliers for their quotation on goods or services desired by the County.

52. **JOINT VENTURE**- when two parties enter into a single enterprise for their mutual benefit without the intention of continuous pursuit.

53. **LEAD TIME** - The period of time from date of ordering to the date of delivery which the buyer must reasonable allow Purchasing and vendor to prepare the order and the goods for shipment.

54. **LIQUIDATED DAMAGES** - A sum agreed upon between the parties to a contract, to be paid by the party breaching or defaulting the contract, to the other party as settlement for damages.

55. **LOBBYING** -Activities by a person who, for compensation and on behalf of another person, firm, or organization, contacts a Board or committee member or a member of the County staff to influence a decision in the area of policy or procurement.

56. **LOCAL BUSINESS** - A person, firm or corporation having its principal place of business within the borders of St. Johns County, Florida.

57. **LOCAL BUSINESS PREFERENCE** - Additional (preferential) credit awarded to a local business in awarding bids or in accepting proposals as provided in this Purchasing Manual.

58. **ORIGINAL EQUIPMENT MANUFACTURER (OEM)** - The designated manufacturer of certain equipment.

59. **OPERATING SUPPLIES** - all expendable materials or commodities required to facilitate the functioning of a division or department, items do not become part of the complete construction project or product, i.e., cleaning materials, cutting oils, equipment items under \$1,000.00, etc.

60. **OUTLIER** - A bid, offer, or proposal which is determined by the Purchasing Director to be significantly dissimilar to or inconsistent with, competing bids or offers.

61. **PARTIAL PAYMENT OR PROGRESS PAYMENT** - Usually required in contracts for building construction and often for purchase transactions on open or secured accounts. Payments made in advance of full delivery or final completion.

62. **PREPAID** - Term denoting that transportation charges have been paid at point of shipment. Abbreviation is PPD.

63. **PROFESSIONAL SERVICES** - Those services within the scope of practice of Professional Architecture, Landscaping Architecture, Engineering, or Registered Land Surveying as defined by the Laws of the State of Florida or those performed by any professional architect, landscape architect, engineer, or registered land surveyor, in connection with this professional employment or practice.

64. **PROPERTY** - Fixtures and other tangible personal property of a non-consumable nature, the value of which is \$1,000.00 or more, and the normal expected life of which is one year or longer. (F.S. 274.03)

65. **PROPOSAL** - A request either verbal or written, for prices which when submitted may be subject to further negotiation.

66. **PUBLIC CONSTRUCTION BOND** - A formal bond initiated by the contractor for 100% of the project cost as required in the Notice to Bidders and County Bid Form. Bond must be delivered to the County prior to commencement of work. It insures completion of project if contractor defaults.

67. **PURCHASE ORDER** - A written document ordering supplies, services, or construction for the County. The document shows all terms and conditions of the purchase.

68. **PURCHASE REQUISITION** - The form used by Departments to request the Purchasing Department to procure goods and services from vendors.

69. **QUOTATION** - An offer by a vendor to sell to the County. It may be verbal or written. Used for items less than the existing formal bid limit.

70. **RECEIVING REPORT** - A form used to advise others (Finance) of the receipt of goods purchased. Copy of the receiving report should also be forwarded to Inventory Records Clerk when budgeted line items or personal property exceeding \$1,000.00 is purchased.

71. **REQUEST FOR PROPOSAL (RFP)** – A written solicitation for competitive sealed proposals with the title, date, and hour of the public opening designated. The request for proposal is used when the agency is incapable of specifically defining the scope of work for which the commodity, group of commodities, or contractual service is required and when the agency is requesting that a qualified offeror propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. A request for proposals includes, but is not limited to, general information, applicable laws and rules, functional or general specifications, statement of work, proposal instructions, and evaluation criteria. Requests for proposals shall state the relative importance of price and any other evaluation criteria. (F.S. 287.012)

72. **REQUEST FOR QUALIFICATIONS (RFQ)** – A Request for Qualifications has the same definition or meaning as "Request for Proposals" (F.S. 287.012) as applied to professional services.

73. **RESPONSIBLE BIDDER** – A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

74. **RESPONSIBLE VENDOR** - A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

75. **RESPONSIVE BID, RESPONSIVE PROPOSAL, or RESPONSIVE REPLY** – A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

76. **RESPONSIVE BIDDER** – A bidder who has submitted a bid conforming in all material respects to the bid invitation.

77. **RESPONSIVE VENDOR** - A vendor who has submitted a bid, proposal, or reply conforming in all material respects to the solicitation.

78. **RETENTION** - The practice of withholding a portion (percentage) of the sum due a vendor until contract has been fully accepted as meeting specifications.

79. **SERVICES** - The furnishing of labor, time or effort by a contractor, not involving the delivery of a specific end product.

80. **SPECIFICATIONS** - A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

81. **STOCK** - A supply of goods maintained on hand at the various departments/division to meet the demand the departments anticipate will be made.

82. **SUBCONTRACTOR** - A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

83. **TERMS OF PAYMENT** - All purchase transactions require a payment for goods or services received, payment is made in negotiable funds in accord with terms agreed between the buyer and seller. There are three basic payment terms: cash, open account and secured (collateral) account.

84. **TRACER** - A request for advice concerning status of shipment. The using agency shall request the information from the Purchasing Department.

85. **VENDOR** - One who sells something - the seller.

86. **WARRANTY** - Either expressed or implied that certain fact(s) are true, or will be true, regarding subject matter of contract. Distinguished from "Guaranty" which means a contract on promise by one person to answer for the performance of another.

87. **WAYBILL** - A document prepared by a transportation line at the point of origin of a shipment, showing the point of origin, destination, route, consignor, consignee, description of shipment, and amount charged for the transportation service, and forwarded to the carrier's agent at transfer point or destination. An astray waybill is used for freight miscarried or separated from its proper waybill. A blanket waybill is one covering two or more consignments of freight. An interline waybill is one covering the movement of freight over two or more transportation lines.

88. **WEIGHT, GROSS** - The weight of an article together with the weight of its container and the material used for packing.

89. **WEIGHT, NET** - The actual weight of the contents of a container or of the cargo of a vehicle. It is the total weight less the tare weight.

90. **WEIGHT, TARE** - The weight of an empty container and the other material used for packing its contents. Actual tare is determined when each cask, bag, etc., is weighted; average tare, when one is weighted as a sample; and the estimated tare, when a fixed percentage is allowed.

91. **WHARFAGE** - A charge against a vessel for lying at a wharf. It is often used synonymously with "dockage" and "moorage".

92. **WITHOUT ENGAGEMENT** - A phrase incorporated in a quotation and used to avoid having to accept an order at the price quoted. A safeguard against prices fluctuating in the interval between the giving of the quotation and the order being placed.

93. **W/O** - An abbreviation meaning (1) without, or (2) with order, as "cash w/o".

EXHIBIT A

ST. JOHNS COUNTY

**ADMINISTRATIVE CODE**

**PURCHASING POLICIES AND PROCEDURES**

**\* PURCHASING CARD SYSTEM \***



## ADMINISTRATIVE GUIDELINE

### PURPOSE:

To facilitate the purchase of needed commodities through the Purchasing Card System.

### POLICIES:

St. Johns County employees may use a bank issued Purchasing Card (Visa) to make credit card purchases. Employee must be employed with the County for six (6) months prior to issuing a Purchasing Card. It is highly recommended that employees not use your personal credit card on County travel. If you use your personal credit card and wish to be reimbursed by the County you must submit a copy of your credit card statement showing the charge along with the charge receipt.

1. The list of authorized credit cardholders will be kept by the Finance Department and the Purchasing Department.
2. Purchasing card invoices are to be paid timely so St. Johns County does not incur penalty and interest charges. All credit card invoices are due in the Finance Department by the date specified each month by the Purchasing Department.
3. APPROPRIATE USES OF THE PURCHASING CARD
  - A. Commodities
  - B. Travel related items such as airline tickets, hotel/motel room fees, fuel only while traveling on County business, and rental car. **Pre-approval of travel is required in accordance with the standard travel procedures.**
  - C. Seminar/Conference Registration Fees
  - D. **OFF SITE** equipment repair and services, for example, repairs to electrical motors or motor starters, Emergency Medical Technician diagnostic equipment, Firemen SCBA equipment, laboratory equipment, small engines and mowers.
  - E. Computer Equipment/Software (ALL Requests must be submitted to the MIS Director for approval prior to purchase)
4. INAPPROPRIATE USES OF THE CARD
  - A. Any item(s) for personal or non-County use
  - B. Cash advances
  - C. Vehicle repairs- (Exception-may be approved/authorized by the Fleet Maintenance Manager)
  - D. Telephone Charges, Communications Services and/or equipment, cell phones and cell phone bills, pagers and pager bills.
  - E. Service charges for facilities and/or **ON SITE** equipment repair, pest control
  - F. Walk-in purchases of office supplies
  - G. Charges for organizational dues and/or memberships
  - H. Payment of "Open Purchase Orders"
  - I. Alcoholic Beverages, Bars
  - J. Meals, dinnerware, food condiments  
(Exceptions)
    1. The Fire Services and/or EMS Division Chief may authorize use of the card for those items under Emergency Conditions)
    2. A localized or departmental emergency may occasionally occur which requires field repair crews to work extended hours. A localized or departmental emergency may be declared by a Division Head and does not require BOCC approval. An example is a water main break in which hundreds of citizens may be without water. Another example is an unusual and excessive amount of rain which results in

flooding of roadways. During these localized or departmental emergencies, meals may be purchased for field crews when employees must work extended hours. Extended hours means 12 or more work hours per man in a 24 hour period. The food may be purchased only for the work crews in the field and not for support staff. The maximum amount of the purchase for each meal may not exceed the amount authorized by the travel policy in effect at the time of the purchase. The Division Head must inform the Purchasing Director and the appropriate Assistant County Administrator in writing the next business day after the event using the Request for Approval form and provide the reason for the use of the purchasing card for food, place used, and the date(s).

**PROCESS:**

1. Department
  - A. Obtain procedures from the Purchasing Department or refer to the Purchasing Manual.
  - B. Request issuance of individual cards through the Purchasing Department.
2. Purchasing Department/Finance Department
  - A. Coordinate issuance of cards and provide assistance to cardholders.
  - B. Process invoices for payments.

**PROCEDURES:**

GENERAL:

The Purchasing Department is committed to improving service to internal customers reducing processing time and controlling the cost of internal service functions. This Purchasing Card Policy is part of a broad effort to pursue the benefits of delegated purchasing authority and to have procedures and controls in place for the protection of St. Johns County.

ISSUANCE:

The Purchasing Director or his designated representative (individual responsible for administering the procurement function within a department) will determine to whom the purchasing cards should be issued based upon the purchasing authority of each individual or work group.

TRANSACTION DOLLAR LIMIT:

The single per transaction dollar limit shall not be exceeded or circumvented by splitting transactions. The per transaction limit for most Department Heads is \$1,500.00 and for most regular card holders is \$1,000.00. **CASH ADVANCES ARE STRICTLY PROHIBITED.**

Requests that exceed any of the established single transaction dollar limits or monthly dollar limits must have the prior written approval by appropriate Assistant County Administrator. Provide a "Request for Approval" form (Exhibit E) with a rational reason for the exception and route for the Assistant County Administrator's signature. Once approved by the Assistant County Administrator then Purchasing will be notified to change the requested limits, this includes single transaction limits and monthly transaction limits.

Departments with the approval of the Purchasing Director selected to participate in the program may specify:

- Single per transaction dollar limits for each cardholder-less than the County wide limit.
- Any additional controls available.

**Maximum Purchase Amounts:**

**\$1,500.00 for Department Heads**

**\$1,000.00 single per transaction limit for all other cardholders**

**RECEIPT OF GOODS:**

To avoid delays in payment of receipts/invoices be sure that the person authorized to sign receipts/invoices has a clear signature on all charge slips. No unsigned charge slips will be paid. All receipts/invoices must have the appropriate GL number, department number and the Department Heads signature before they are sent to the Finance Department for processing.

**Absolutely no “bundling” of (multiple) purchases or split charges will be allowed. All purchases must be billed individually.**

**STATEMENTS:**

The bank will send each cardholder a separate statement for their monthly charges. All cardholders and Department Heads must sign and date in the space provided on the statement.

**INTEREST AND PENALTY:**

Cardholders/Reconciler must send their signed and coded receipts/invoices to the Finance Department the week after the month ending. The Purchasing Department will inform the reconciler of the cut-off day. If receipts/invoices are submitted for payment without sufficient time to make a timely payment, interest, if any, will be charged to the cardholder’s budget.

**DISPUTED CHARGES AND ASSISTANCE:**

In the event there are disputed charges on a cardholders statement a dispute form must be filled out by the Purchasing Department. The Departments reconciler must immediately contact the Purchasing Department upon receiving their statement via mail with the cardholders name, credit card number, statement date, transaction date, posting date, merchant name, amount charged, reference number on statement and reason of dispute. Once the form is filled out by the Purchasing Department, the Purchasing Department will then forward the form to the Department disputing the charge for the cardholder’s signature. The disputing department must send the Purchasing Department the signed dispute form and the Purchasing Department will forward the form to the bank.

In the event a cardholder has any questions, they should contact their purchasing liaison assigned during the card issuance process.

All disputed charges must be coded with appropriate GL # and Cost Center # that the charge applies to and if it is determined by the bank that the charge was not the cardholders responsibly a credit will be issued on the next months’ statement. The credit for the dispute will be giving the same GL# and Cost Center # to off set the charge.

**RETURNS:**

In the events there are returns/credits, a credit receipt/invoice must be received from the vendor. The cardholder must check the statement for the return/credit and attach the credit slip when processing for payment.

### LOST OR STOLEN CARDS:

Report lost or stolen cards to the Purchasing Department and to Bank of America, at 1-888-449-2273 immediately. If not reported immediately, St. Johns County may be liable for the fraudulent charges and, if liable, the cardholder's budget will be charged.

### INAPPROPRIATE PURCHASES:

Neither the bank nor the merchant bear any responsibility for inappropriate purchases. If a purchase was made by the cardholder, the merchant will be paid and the department's budget charged, unless the department returns the merchandise and the merchant agrees to take it back and issue credit. Individual cardholders may be subject to disciplinary action, up to and including termination, if illegal and/or inappropriate purchases occur.

No purchase of goods or services for use by a County Employee should be made unless it is in:

- A. Direct support of the workplace environment.
- B. The purchase contributes (adds value) to the overall goal of the Department or County in providing a public service.

The use of County Purchase Cards for the following is no longer acceptable:

1. Charges for Communications Services and/or Equipment
  - Cell phones and cell phone bills
  - Pagers and pager bills
2. Service Charges for Facilities and/or Equipment done on County property.
  - Pest Control
  - Bottle Water Service
  - Alarm monitoring
  - Lawn Care
  - Carpet Cleaning
  - Excess Copy Charges
3. Walk-in purchases of office supplies.
4. Charges for organizational dues and/or memberships.
5. Payment of "Open Purchase Orders".

Violation of the above Policy will result in:

1. Reimbursement by the employee.
2. Surrender of Purchasing Card and Card privileges.
3. Other disciplinary measures (when appropriate).

### CARDHOLDER PERFORMANCE:

A cardholder's supervisor should review their purchases as they are responsible for the cardholder meeting all the requirements specified for the use of their card.

### CANCELLATION OF CARDS:

Whenever the employment of a cardholder is ended, the cardholder's Supervisor is responsible for returning the card to the Purchasing Department with written notice for cancellation **immediately**. The terminated employee's purchasing card must be returned to the Purchasing Department and cut in half for cancellation. The Purchasing Department will contact the bank to close the terminated employee's Purchasing card.

## RECORD KEEPING

It is mandatory that the following record keeping formats be utilized to maintain your receipts/invoices and detail for the **Works** System. All Purchasing card purchase receipts/invoices will be submitted to facilitate reconciliation of your monthly statement. It is easier to record the required detailed description of the purchase on the **Works** System than on each receipt/invoice.

**The following are required (without exception) for every County Purchasing Card purchase:**

- 1. Documentation of purchase item(s) and amount(s)**
  - Register Receipt
  - Itemized Invoice
- 2. Signature of Recipient of purchase**
- 3. An authorized Request for Approval Form will be kept on file.**

**Absolutely no “bundling” of (multiple) purchases will be allowed. All purchases must be processed as they occur.**

File your receipts/invoices in a folder and complete the information indicated on **daily transactions on the Bank of America website.**

Upon receipt of your hard copy of statement, compare your receipts/invoices to the **daily transactions** sent through **Works**, requesting any lost receipts/invoices, credits due, etc. Keep all receipts/invoices until the last week on the credit card reconciliation. The Purchasing Department will notify all reconcilers of the Month End.

Once the Month End has reached all receipts/invoices must have appropriate GL #, Department # and Department Heads signature on them. Receipts/Invoices must be in the order they appear on the **Works** statement. Forward all invoices to the Finance Department no later than Friday of the Month End. **SEND ALL RECEIPTS/INVOICES TO THE FINANCE DEPARTMENT IMMEDIATELY AFTER YOU RECEIVE THE HARD COPY OF THE STATEMENT FROM BANK OF AMERICA.**

CREDIT CARDHOLDERS STATEMENT  
DEPARTMENT PROCEDURES

All transactions must be completed on the Bank of America Works website at <https://payment2.works.com>. A user and password will be issued by the Card Program Administrator in the Purchasing Department. The Works website can be accessed 24/7 all year.

1. Click on the left hand tool bar Cardholder for your personal card and Manager for the department reconciler
2. Click on Transactions Requiring Sign-off. A list of your department transactions will appear.
3. Use the split-view and highlight the transaction, in order to allocate the charge.
4. Click on the Allocation Tab and then click on the Add/Edit button in the bottom, right-hand corner. The Allocation box will appear, and then enter the department 4-digit #, and the account 5-digit #. The allocated amount should equal the transaction amount. You may split the allocated amounts by changing the number from 100% to i.e. 50/50.
5. Click "OK", once complete.
6. Click the General Tab, and then click the Add Comment button. Enter a detailed description of the purchase made.
7. Once completed, you should have 3 green check marks that indicate your allocation was completed.
8. Then click on the Sign-off button in the bottom, right-hand corner, and the charge will disappear.

CREDIT CARDHOLDERS STATEMENT  
DEPARTMENT PROCEDURES

You cannot make any changes after you have signed-off on the transaction. Please e-mail the Card Program Administrator, in order to correct any changes.

After you have completed the cardholder transactions in Works, please send all invoices/receipts to the appropriate contact in Finance on a monthly basis. Make sure everything is coded correctly and signed by the Department Head.

**PURCHASING CARD CLOSING DATE IS THE 4<sup>TH</sup> OF EACH MONTH.  
PAYMENT MUST BE MADE ON THE 18<sup>TH</sup> OF EACH MONTH.**

If the department's reconciler is planning to be out of the office, (i.e. vacation or sick leave) around the 5<sup>th</sup> during any month, then please contact the Purchasing Department. The Purchasing Department will need to change the email address in Works from your name to the employee who will reconcile the Purchasing card statement for that month. The Purchasing card reconciliation cannot wait until you get back to the office from leave. Each department should have an additional delegate in your department learn how to reconcile in your absence.

A hard copy of the statement will come in the mail around the 12<sup>th</sup> of the 13<sup>th</sup> of each month. Please make a copy of the statement and send the original to the Finance Department. If you do not receive a statement via mail by the 14<sup>th</sup> of each month contact the Purchasing Department and they will request one for you, or call Bank of America at 888-449-2273.

**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

Instructions to Bidders

These instructions will bind bidders to terms and conditions herein set forth, except as specifically qualified in special bid contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
  1. The ability, capacity and skill of bidder to perform required service.
  2. Whether bidder can perform service promptly or within specified time.
  3. The character, integrity, reputation, judgment, experience and efficiency of bidder.
  4. The performance of previous contracts with St. Johns County.
  5. The suitability of equipment of material for county use.
  6. The ability of bidder to provide future maintenance and parts service.
2. Payment terms are net thirty (30) unless otherwise specified. Favorable terms, discounts may be offered and will be considered in determining low bids if they are deemed by the Purchasing Department advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. Unit price will prevail in case of errors.
4. All requested information should be included in the bid envelope or your bid may not receive full consideration.
5. If anything of the bid request is not clear, you should contact the Purchasing Department immediately.
6. A bidder's list is available at the Purchasing Office.
7. Quote all prices F.O.B. (Free On Board), our department or as specified in bid documents.
8. Each proposal shall be clearly marked on the outside of the envelope with the following:
  - A. Sealed Bid Number
  - B. Name of Item Being Bid in Full
  - C. Vendor name and address
9. No Responsibility will attach to any County representative or employee for the premature opening of bid not properly addressed or identified.
10. If only one (1) bid is received, the bid may be rejected and re-advertised.
11. Bids received late will not be accepted and the County will not be responsible for late mail delivery. However, should a bid be misplaced by the County and found later, the bid will be considered.
12. Telephone and facsimile bid will not be acceptable in formal Sealed Bids openings.
13. Any bidder may request and shall receive a receipt showing the day and hour any bid is delivered to the appropriate office of the County from the personnel thereof.
14. All bidders must be recognized dealers in the materials of equipment specified and be qualified to advise in their application or use. A bidder may at any time be requested to satisfy the Purchasing Office and the County Administrator that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
15. Any alterations, erasures, additions or omissions of required information or any changes of specifications or bidding schedule is done at risk of the bidder. Any bid will be rejected that has a substantial variation. For example, a variation that affects the price, quality or delivery date (when delivery is required by a specific time).

16. When requested, samples will be furnished to the County free of expense, properly marked for identifications and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the interest of the County to do so for the purpose of testing.
17. The County will reject any material, supplies or equipment that do not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
19. The ESTIMATED QUANTITY given in the specifications of advertisements is for the purpose of bidding ONLY. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
20. Only the latest model equipment, as evidenced by the manufacturer's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.
21. The successful bidder on motor vehicle equipment shall be required to furnish with the delivery of the vehicle a certificate of origin and any other appropriate documentation as required by the Florida Motor Vehicle Department.
22. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
23. All materials, equipment and supplies shall be subjected to rigid inspection under the immediate supervision of the Purchasing Department, its designee and/or the department to which they are delivered. If defective material, equipment or supplies are discovered, the vendor shall remove or make good such material, equipment or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the vendor or release him from his obligation to perform and deliver to the County sound and satisfactory materials, equipment or supplies. The vendor agrees to pay the costs of all testing upon defective material, equipment or supplies or allow the cost to be deducted from any monies due him from the County.
24. Unless otherwise specified, the County reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of the County.
25. A contract may not be awarded to any corporation, firm or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County.
26. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
27. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Administrator.
28. The County reserves the right to reject any or all bids or quotations, to waive any minor discrepancies in the bids for all bidders equally when deemed to be in the best interest of the County and to purchase any part, all or none of the materials, supplies or equipment



- specified.
29. Failure of the bidder to sign the bid or have the signature of any authorized representative or agent on the bid proposal in the space provided may be cause for rejection of the bid. Signature must be written in ink or indelible pencil. Typewritten or printed signatures will not be acceptable.
  30. Any bidder may withdraw his bid at any time BEFORE the time set of opening of the bids. A bid may be withdrawn AFTER the bids are opened only with permission of the Purchasing Agent.
  31. It is mutually, understood and agreed that, if at any time, the Purchasing Department or designee shall be of the opinion that the contract, or any part thereof, is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory or that the contractor is willfully violating any of the condition or covenants of the agreement or is executing the same in bad faith, the Purchasing Agent or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice or letter to address given in proposal. If after three (3) working days of notification, the conditions are not corrected to the satisfaction of the Purchasing Agent, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors or assigns, shall pay the amounts of such excess to the County on notice by the Purchasing Department or his designee of the excess due.
  32. Any complaint from bidders relative to the invitation to bid or any attached specifications shall be made prior to the time of opening bids, otherwise, the bidder waives any such complaint.
  33. A vendor writing specifications for the County may not be allowed to bid on that project.
  34. Contracts may be canceled by the County with or without cause on thirty (30) days advance written notice.
  35. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for St. Johns County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturday, Sunday and legal holidays) after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.

Revised 9/09

EXHIBIT C

EVALUATION SHEET  
FOR RANKING OF PROFESSIONALS



ST. JOHNS COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS  
CRITERIA FOR RANKING:

DATE: \_\_\_\_\_  
PROJECT: \_\_\_\_\_

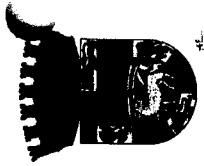
FIRM	A. FAMILIARITY/ WITH ST. JOHNS COUNTY &/OR PREVIOUS PROF. SER. IN PROJECT AREA 0 TO 10	B. PAST PERFORMANCE WITH ST. JOHNS COUNTY GOV'T 0 TO 10	C. EXPERIENCES WITH SIMILAR PROJECTS 0 TO 10	D. CURRENT WORKLOAD PROPOSED PROJ. SCHED. 0 TO 10	E. QUALITY OF SUBMITTAL 0 TO 10	F. REFERENCES 0 TO 10	TOTALS

To avoid duplication, the Director or Designee will contact and rank references.

SIGNATURE OF RATER: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

**Purchasing Department**  
**St. Johns County Board of County Commissioners**  
**Definitions of Evaluation Criteria for**  
**Ranking of Consultants**

- A. **Familiarity with St. Johns County and/or previous professional services in the project area.**  
Knowledge of regulations, staff and geography, or prior work for the County in the geographical area addressed by the RFP, for example, a study, preliminary design or complete design.
- B. **Past performance with St. Johns County Government**  
If the evaluator is unfamiliar with the performance of the firm under consideration, or if the firm has no experience working with St. Johns County Florida, give 5 points in this category. Five is considered to be a neutral number. If the firm has experience in the County, and you have direct and first hand knowledge of that experience, then rank more or less than 5 depending on whether their performance was less than average or better than average.
- C. **Experiences with similar projects.**  
Points will be awarded for projects satisfactorily completed, similar in nature to the proposed project, containing the required disciplines, and similar in size or dollar value. Also please provide project completion date, design cost, construction cost, owner and contact name and number.
- D. **Current workload/proposed project schedule.**  
A schedule should be submitted showing tentative begin date, progress check-points and estimated completion date. More points are awarded for shorter project schedules and/or immediate staff availability to begin/continue work on the project in a timely manner.
- E. **Quality of Submittal**  
Response to the Evaluation Criteria, alternatives or proposals to solve anticipated problems and concerns, budgetary, and cost containment considerations, possible alternatives for cost savings permitting considerations, if any, and approach to obtaining such permits.
- F. **References**  
To avoid duplication, the Director of \_\_\_\_\_, or other designated individual, will contact and rank references.



**SUMMARY SHEET  
FOR RANKING OF PROFESSIONALS**

**ST. JOHNS COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

**DATE: \_\_\_\_\_  
PROJECT: \_\_\_\_\_**

FIRM	RATER	RATER	RATER	RATER	RATER	TOTALS	RANK	COMMENTS

APPROVED: \_\_\_\_\_ DATE \_\_\_\_\_ DIRECTOR OF \_\_\_\_\_ DATE \_\_\_\_\_  
PURCHASING DIRECTOR

**NOTE:** THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

POSTING TIME/DATE FROM 4:00 p.m. / UNTIL 4:00 P.M. / PAGES 1 OF PAGES (S)

ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY REQUEST FOR PROPOSAL, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE SUMMARY SHEET. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

## SURPLUS PROPERTY FORM REQUEST TO TRANSFER/DECLARE SURPLUS

To: Allen MacDonald, Finance Director

Thru: Joe Burch, Purchasing Director

CC: Connie McDaniel, Fixed Assets Manager - Finance Department

**Original Form with signatures must be returned to Finance Dept.**

Please issue authority to: Transfer \_\_\_\_\_ From: \_\_\_\_\_

Declare Surplus \_\_\_\_\_ To: \_\_\_\_\_  
Dispose in accordance with F.S. 274.05 & 274.06 and St. Johns County Purchasing Policy

Other \_\_\_\_\_  
Explanation of Items not transferred or allotted for surplus sale

Item #	Item Description	SJC #	CV #	VIN # or Serial #	Condition	Location	Manner of Disposition	Sale Amount	Trade-In or Insurance Recovery
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

**Required Signatures:**

Surplus/Transferring Department Head

\_\_\_\_\_  
(Department Head Signature Only) Date

Reviewed by Fleet Maintenance Manager  
*If applicable*

\_\_\_\_\_  
(For Items with CV # ONLY) Date

Witness to asset disposition *if applicable*  
 A witness is only required if an asset is scrapped or demolished, not sold, traded in or transferred.

\_\_\_\_\_  
(Witness to Disposition ONLY) Date

**Approval Signatures:**

Request to declare surplus, transfer or dispose of the above item(s) is granted by:

Purchasing Director

\_\_\_\_\_  
(For Purchasing Dept. Use ONLY) Date

Receiving Department Head Signature

\_\_\_\_\_  
(For transfer of assets ONLY) Date

Posted by Fixed Assets Manager

\_\_\_\_\_  
(For Finance Dept. Use ONLY) Date



## REQUEST FOR APPROVAL FORM

**SUBJECT:**

**SUGGESTED VENDOR:**

**ESTIMATE: \$**

**REASON FOR EXCEPTION TO POLICY:**

**PURCHASING POLICY NUMBER: \_\_\_\_\_**

- |                                               |                                                              |                                                     |
|-----------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------|
| A. <input type="checkbox"/> Standardization   | D. <input type="checkbox"/> Only Known Supplier              | G. <input type="checkbox"/> Public Safety Emergency |
| B. <input type="checkbox"/> Spare Parts       | E. <input type="checkbox"/> Delay of Construction Contractor | H. <input type="checkbox"/> Time Restriction        |
| C. <input type="checkbox"/> Replacement Parts | F. <input type="checkbox"/> Environmental Urgency            | I. <input type="checkbox"/> Other                   |

**JUSTIFICATION:**

**REQUISITIONER:**

**DATE:**

**DEPT. MANAGER:**

**DATE:**

**DIVISION MANAGER:**

**DATE:**

**PURCHASING REVIEW**

- DISPOSITION:**
- A.  Concurs with Exception
  - B.  Does not concur with Exception
  - C.  Requires approval(s) as listed below

**COMMENTS:**

**BUYER:**

**DATE:**

**PURCHASING DIRECTOR:**

**DATE:**

**MANAGEMENT REVIEW**

- DISPOSITION:**
- A.  Concurs with Exception
  - B.  Does not concur with Exception

**COMMENTS:**

\_\_\_\_\_  
Assistant County Administrator

**DATE:**

\_\_\_\_\_  
County Administrator

**DATE:**

(Use reverse side for additional comments)



# ST. JOHNS COUNTY BID TABULATION

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY BID, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

EXHIBIT F

OPENED BY \_\_\_\_\_

TABULATED BY \_\_\_\_\_

VERIFIED BY \_\_\_\_\_

PAGE (S) 1 OF \_\_\_\_\_ PAGE (S)

BID TITLE

BID NUMBER

OPENING DATE/TIME

POSTING TIME/DATE

FROM

UNTIL

BID TITLE	BID NUMBER	OPENING DATE/TIME	POSTING TIME/DATE	FROM	UNTIL	PAGE (S)	OF

BID AWARD DATE - \_\_\_\_\_

**CONTRACT AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_ by and between **ST. JOHNS COUNTY**, hereinafter called "OWNER", and \_\_\_\_\_ hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payment and agreements hereinafter mentioned:

1. The CONTRACTOR will provide \_\_\_\_\_ for St. Johns County, Florida. Contractor will commence with the delivery of \_\_\_\_\_ to the County Agencies listed in the Bid Specifications and/or purchase order(s) at the rate of \$\_\_\_\_\_/mo. Prices shall remain firm for the contract term.

**ENTIRE AGREEMENT**

This CONTRACT constitutes the entire and exclusive agreement between the OWNER and the CONTRACTOR with reference to the Project. Specifically, but without limitation, this CONTRACT supersedes any Documents not listed among the CONTRACT DOCUMENTS described above and all prior written or oral communications, representations and negotiations, if any, between the OWNER and CONTRACTOR.

2. The CONTRACTOR will provide the service as identified in the CONTRACT DOCUMENTS to the COUNTY as negotiated by the OWNER. A purchase order will be issued to the CONTRACTOR for the term.

3. The CONTRACTOR will commence service as required by the CONTRACT DOCUMENTS beginning \_\_\_\_\_ and Contract will terminate \_\_\_\_\_. This contract agreement may be extended in one year increments for a maximum of three (3) one year renewals, after negotiations with the Contractor and approval by the St. Johns County Director of \_\_\_\_\_ and Purchasing Director, or their designees, provided the annual appropriation of funds is available.

4. COOPERATIVE OR PIGGYBACK PURCHASE: ANY BIDDER(S) AWARDED UNDER THIS BID AGREE(S) THAT SUCH CONSTITUTES A BID PRICE TO ALL STATE, COUNTY AND LOCAL AGENCIES AND POLITICAL SUBDIVISIONS OF THE STATE OF FLORIDA UNDER THE SAME CONDITIONS, PRICES AND EFFECTIVE PERIOD AS THIS BID, SHOULD THE AWARDED BIDDER(S) DEEM IT IN THE BEST INTEREST OF THEIR BUSINESS TO DO SO.

5. The term CONTRACT "DOCUMENTS" means and includes the following:
- (1) ADVERTISEMENT FOR BIDS AND INSTRUCTION TO BIDDERS
  - (2) BID PROPOSAL - COUNTY BID FORM & ATTACHMENT A
  - (3) BID SPECIFICATIONS & CONDITIONS
  - (4) CONTRACT AGREEMENT
  - (5) ATTACHMENTS
  - (6) ADDENDA
  - (7) CONTRACTOR'S PROPOSAL DATED
  - (8) NOTICE OF AWARD



- (9) INSURANCES
- (10) Certificates-Exhibit D.

6. The Owner will pay to the CONTRACTOR in the manner at such times and amounts as set forth in the CONTRACT DOCUMENTS for services, unless otherwise agreed upon.

7. The Contract Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

**8. INDEMNITY**

8.1 To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the OWNER and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction to tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the CONTRACTOR, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

8.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the CONTRACTOR, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

**9. GOVERNING LAW**

9.1.1 The Contract shall be governed by the laws of St. Johns County Florida.

**10. SUCCESSORS AND ASSIGNS**

10.1 The OWNER and CONTRACTOR bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the OWNER.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement, three (3) copies of which shall be deemed an original on the date first above written.

**Owner**

St. Johns County Board of  
County Commissioners

\_\_\_\_\_  
(Typed Name) Seal

**Contractor**

\_\_\_\_\_  
(Typed Name) Seal

By: \_\_\_\_\_  
Signature

Joe Burch, Purchasing Director  
Printed Name & Title

\_\_\_\_\_  
Date of Execution

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Execution



EXHIBIT I



ST. JOHNS COUNTY PURCHASING DEPARTMENT  
ST. AUGUSTINE, FLORIDA

TIME AND MATERIAL RATE FORM

Effective From \_\_\_\_\_ Through \_\_\_\_\_

Company \_\_\_\_\_ Inquiry/Job \_\_\_\_\_  
 Address \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_ Representative \_\_\_\_\_  
 Telephone \_\_\_\_\_ Purchasing Approval \_\_\_\_\_

A. STRAIGHT TIME CALCULATION	<u>SUPT.</u>	<u>GENERAL FOREMAN</u>	<u>WORKING FOREMAN</u>	<u>CRAFTS</u>
1. Base Hourly Rate	_____	_____	_____	_____
2. Insurance & Taxes     % x #1	_____	_____	_____	_____
3. Small Tools*     % x #1	_____	_____	_____	_____
4. Overhead     % x #1	_____	_____	_____	_____
5. Profit     % x #1	_____	_____	_____	_____
6. Welfare-Pension	_____	_____	_____	_____
7. Total Straight Time	_____	_____	_____	_____

\*NOTE: #A3 will be the Contractor's sole reimbursement for tools and equipment worth \$300.00 or less.

B. TIME & ONE-HALF PREMIUM CALCULATION

1. One-half Base Rate	_____	_____	_____	_____
2. Insurance & Taxes     % x B 1	_____	_____	_____	_____
3. Total Half Time Premium	_____	_____	_____	_____

C. DOUBLE TIME PREMIUM CALCULATION

1. Base Hourly Rate	_____	_____	_____	_____
2. Insurance & Taxes     % x C 1	_____	_____	_____	_____
3. Total Double Time Premium	_____	_____	_____	_____

D. Total Rate - Straight Time (A)

Total Rate - Straight Time (A)	_____	_____	_____	_____
Total Rate - Time and Half (A+B)	_____	_____	_____	_____
Total Rate - Double Time (A+C)	_____	_____	_____	_____

E. Percentage Markup (Overhead and Profit) for the following:

- Subcontractors
- Material
- Third Party Rentals

F. Equipment Rental Cost - A list of all Contractor owned equipment and respective rental rates (giving rental by the hour, day, week and month - fueled by maintained less operator) must be furnished with time and material rate form



## Notice to Proceed

TO:	DATE:		
	BID NO:		

**St. Johns County  
Board of County Commissioners**

	By:	Joe Burch
		Purchasing Director

Name & Title

You are hereby notified to commence work in accordance with the Agreement dated on or before \_\_\_\_\_ and you are to have substantially completed work on or before \_\_\_\_\_.

Final completion of all work shall be on or before \_\_\_\_\_. Your day today and technical point of contact for this project will be \_\_\_\_\_.

xc:

### ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

EXHIBIT K

**ST. JOHNS COUNTY, FLORIDA**

***Board of County Commissioners***



Office of the Purchasing Department

2446 Dobbs Rd  
Saint Augustine, FL  
32086

PHONE (904) 209-0162  
FAX (904) 209-0163

**CONTRACT TASK ORDER**

**Task Order # to the Contract  
Between (Consultant)  
And St. Johns County, Florida  
For (Type Of Work)**

**Project:**

**Cost Code:**

**SCOPE OF SERVICES**

Task Order # is not to exceed: (Amount)

[consultant]

**St. Johns County Board of  
County Commissioners**

BY: \_\_\_\_\_

By: \_\_\_\_\_

Date \_\_\_\_\_

Date: \_\_\_\_\_

All terms and conditions of the above referenced contract remains in full force and effect. All invoices must reference Task Order # cost code. By approving and initialing this task order, the dept is certifying availability of funds. Do not approve/process this task order until funds are available in the appropriate line item.

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS



AFFIDAVIT OF IDENTITY

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Bidder shall attach to his bid a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_. Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says he is \_\_\_\_\_ (title) \_\_\_\_\_ (firm) of the bidder submitting the attached proposal for the services covered by the bid documents for \_\_\_\_\_ in St. Johns County.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association or corporation has neither directly, nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this firm's bid on the above described project. Furthermore, neither the firm nor any of its' officers are debarred from participating in public contract lettings in any other state.

\_\_\_\_\_  
(Bidder)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Sworn and subscribe to before me this \_\_\_\_\_ day of \_\_\_\_\_ .

Notary Public

My Commission Expires:

**BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE & ATTACH THIS AFFIDAVIT TO EACH BID.**



## **ADMINISTRATIVE RULES FOR CONSULTANT TASK ORDERS**

Effective August 2009, Joe Burch, Purchasing Director

This Administrative Rule is supplemental information to Section 307, CONTRACTING FOR PROFESSIONAL SERVICES, of the Purchasing Policy and Procedure Manual of St. Johns County, Florida. It applies only to those consultants who have continuing contracts with the County. A task order authorizes a consultant to perform a specific task or set of tasks for the County.

### **Task Orders for less than \$100,000.00**

A request for a price proposal may be initiated by a department or division. The fee for these task orders may be negotiated or bid. The cost of preparing formal bids for small value task orders may outweigh any benefits obtained; therefore, task orders should be rotated between the consultants as much as practical. However, if the Engineer or Department Head (County Representative) feels a proposal is unacceptable because of total cost, or any other such factor as the County may deem appropriate, the County may ask for bids from two or more of the consultants under contract. The bids may be somewhat informal due to the small dollar value of the task order. However, as a minimum, the consultant must submit a letter proposal which includes the statement of work, time frame, unit rates, cost (firm price or not to exceed), proposed sub-consultants and other costs.

### **Task Orders exceeding \$100,000.00**

A formal request for priced proposals should be submitted simultaneously to the appropriate consultants in each category by the Contracts Division of the Purchasing Department. The request must include:

#### **1. STATEMENT OF WORK**

Consultants may be used to develop/prepare statements of work in those cases where the project is complex or lengthy and County Staff does not have the expertise or time to develop the scope. A separate task order will be written for scope development/preparation. A Consultant will not be allowed to perform the work on a project for which they prepared the scope.

The statement of work will provide each consultant with a complete description of the project requirement, location where the services are to be performed, contact person for the County for questions or clarifications including the telephone number, and time frame for performance of the work. The County may ask the Consultants for solutions and/or alternative proposals and to identify unacceptable conditions. Any questions/clarifications with one consultant must be forwarded to all consultants.

#### **2. SUBMISSION OF PROPOSAL**

The County must indicate when the proposal is due back to the County. All proposals should be delivered to the County purchasing department to the attention of the Contract Specialist. If the County does not receive a submittal on time from any Consultant, the County will interpret this to mean the Consultant has chosen not to participate in the process for that particular project and will be considered non-responsive.

#### **3. EVALUATION CRITERIA**

The Criteria for Selection should be established and mailed with the statement of work and request for proposal. All responding Consultants must be evaluated utilizing the same criteria and the criteria must be appropriate and reasonable. The evaluation criteria may differ from



Division to Division or project to project depending on the type of work that is required and the complexity of the work.

The award will be made based on dollar value, time frame for the work to be accomplished, related professional experiences, the personnel assigned to the project, or a combination of factors that, in the opinion of County, merit heavily on this particular project. Please refer to the sample evaluation sheet and definitions attached in Exhibit A.

The Department Requestor and the Purchasing Department will determine the criteria and the weight assigned to each criterion for each project. IF THE EVALUATION COMMITTEE MEETS TO DISCUSS SUBMITTALS AND DETERMINE SELECTION, THE MEETING IS SUBJECT TO THE REQUIREMENTS OF THE SUNSHINE LAW AND PUBLIC NOTIFICATION AND ACCOMODATION MUST BE PROVIDED.

The County will attempt to utilize the Consultants under contract to the maximum degree but reserves the right to advertise those bids for which the County feels is not competitive or for which a timely schedule has not been presented.

### NEGOTIATIONS

A LEAD NEGOTIATOR will be established who will be the Consultants primary contact for all issues during the negotiations phase. The LEAD NEGOTIATOR will generally be someone from the user or requestor department such as the Project Manager, Project Engineer, or Department Head. During the entire negotiation process, a record should be kept of all issues raised and their resolution.

The County will normally conduct negotiations with only one consultant at a time. If an agreement can not be reached with the highest ranked firm that firm shall be notified verbally and in writing (faxes are acceptable, with mailed original follow up) of the County's intent to discontinue negotiations effective at a specified hour, day, month and year. The County will then undertake negotiations with the next highest ranked firm. This process will proceed sequentially until a satisfactory contract is negotiated or the determination is made that a new solicitation of proposals is desirable. Prior approval by the Purchasing Director and the appropriate Department Head shall be required before negotiations are conducted with two firms simultaneously.

Major items to be negotiated include, but are not limited to, Scope of Services, Work Effort, or staff hours by discipline and cost of these services.

#### A. Scope of Services

Responsible party-Lead Negotiator

The initial Scope of Services is provided by the County and forms the basis for the Consultant's proposal. Changes to the initial Scope of Services, during negotiations can be one of the major factors affecting the fee.

If the initial scope is well written, it will clearly establish those details most significant to the project, including the tasks to be performed, the material to be delivered, meetings to be attended, project schedule with milestones, specific equipment to be used, standards to be followed and the responsibilities of both the Consultant and the County. Changes to this scope should be undertaken carefully. The final scope of services as negotiated will become a key part of the contract.

## **B. Negotiation of Work Effort**

Responsible party-Lead Negotiator.

The objective of negotiating work effort is to ensure that the numbers of proposed staff hours, and the distribution of these hours among the various disciplines, are appropriate for the project. The lead negotiator should begin the process with the County's estimate of man-hour requirements and the application of industry standards. While it may be helpful to review the man-hour proposals from other firms competing for the same project, these should not be used directly in the negotiation process.

## **C. Negotiation of Cost of Services**

Responsible party-Lead Negotiator and Purchasing/Contracts Manager

In all cases above, the consultant will be required to submit detailed backup to support the price quote. See Exhibit B. The detailed backup will include the following:

- Fee proposal showing major tasks
- Number of hours per tasks by labor classification
- Base hourly rate (exclusive of overhead, fringes and profit margin) for each labor classification
- Multipliers showing billing rates per hour
- Audited, or self certified, financial statements showing general administrative overhead, fringe benefits, direct labor, indirect labor.
- Written quotes from vendors, subcontractors with detailed breakdown.
- Direct costs-copying, blueprinting, etc. with detail.
- Unit rates to compute travel. (Note: Travel by passenger car limited to .445/per mile.)
- Operating Margin.

Use of a sub-contractor (who must be clearly identified) is acceptable. No more than 49 percent of any project may be subcontracted without the specific written consent of the County. Subcontracting to any firm or individual whose current or past corporate or other interests may, in the opinion of the County, give rise to a conflict of interest in connection with this project will not be permitted.

The County may award task orders based on firm fixed prices or an amount not to exceed a maximum dollar value. This decision will be at the discretion of the County. To expedite the process of task orders based on "not to exceed" values the County may ask each firm to submit standard Time and Material Rates which are kept on file with the master agreement in the Purchasing Department.

### **MAXIMUM COMBINED OVERHEAD RATE**

The maximum allowable multiplier is 2.75 times the base wage rate. Documentation must support the multiplier used. The County may ask for and accept the DOT Audited Overhead Rate or, in the absence of the DOT Rate, the Purchasing/Contracts Department may ask the firm to provide the overhead rate as determined by a CPA firm using generally accepted accounting procedures or a SELF-CERTIFICATION OF ACCOUNTING SYSTEM AND OVERHEAD RATE. See Exhibit C

### LIMITING AMOUNTS OF TASK ORDERS

Projects which fall outside of the specified scope of services described in the requests for proposals and continuing contract can be undertaken by the consultant under the continuing contract provided the individual project's cost are below the \$1,000,000.00 Construction Cost Estimate or \$50,000.00 for a study activity. The Purchasing Policy allows these threshold levels to float depending on changes in the statutory requirements.

Projects which fall within the specified scope of services described in the requests for proposals and continuing contract do not have a statutory limit and can be undertaken by the consultant under the continuing contract with no dollar limitation. However, funding must have been provided through the approved budgeting process which includes BOCC Approval.

### TASK ORDER APPROVAL PROCESS

All task orders must be reviewed and approved (initialed) by the Purchasing Director, Project Manager and Department or Division Head prior to sending to the Consultant for review, acceptance, and signature. After acceptance and signature by the consultant, task orders may be accepted and executed for the County by the Purchasing Director, Assistant County Administrator or the County Administrator.

### CONSULTANT PERFORMANCE EVALUATIONS

A formal evaluation sheet should be completed for all completed task orders.

The threshold grade for satisfactory performance by a consultant will be 70. A grade of 70 is considered the minimum accepted grade for a consultant to remain on the active qualified list for each type of work and be considered for future selections.

A grade below 60 will cause the consultant to be suspended from the active qualified list for a period up to six-months, or more, for each type of work graded within this range. These suspensions will be for each type of work where the final grade falls within these numerical ranges. A copy of each performance evaluation should be mailed to the consultant as soon as the project is completed.

In those cases where the Consultant, must be suspended from the active qualified list, this action will be taken only after the Purchasing Director has had the opportunity to review the particular circumstances of the case and comment. If suspended, the Purchasing and Contracts Division will send the grades with a Notice of Intent to Suspend to the Consultant's Project Manager and the executive who executed the agreement.

# Fee Proposal

Consultant Name: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Name of Job: \_\_\_\_\_ Length: \_\_\_\_\_

Estimators Name: \_\_\_\_\_ Date: \_\_\_\_\_

No./ACTIVITY	PRINCIPLE		PROJECT MANAGER		DESIGNER ENGINEER		DESIGNER		CADD TECHNICIAN DRAFTSMAN		CLERICAL		Man Hours By Activity	Salary Cost By Activity	Average Hourly Rate	
	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate				
A. Review Existing Inventories																
1.																
2.																
3.																
4.																
5.																
6.																
7.																
B. Field Verifications																
C. Site Data Summaries																
D. Comprehensive Mapping																
E. Reports																
Total Man Hrs & Total Cost																

**SALARY RELATED COSTS**

Preliminary Engineering	\$0.00
Final Design Plans	\$0.00
Environmental Services/Permits	\$0.00
Post Design Services	\$0.00
	\$0.00

**TOTAL CONTRACT COST COMPUTATIONS**

Total Activity Salary Cost	\$ _____
(a) Overhead Additives:	
(a1) Combined O-H Percentage	
(a2) Combined O-H Cost	\$ _____
Subtotal (Salary + Overhead)	\$ _____
(b) Operating Margin:	
(b1) Operating Margin Percentage	
(b2) Operating Margin Cost	
Subtotal (Salary Related Costs)	\$ _____
(c) Misc/Out-of-Pocket Expenses	
Subtotal (Cost Elements of Basic Activities)	\$ _____
(d) Subcontract Items Structural Environment Geotechnical	
<b>Total Estimated Amount</b>	<b>\$ _____</b>

(PLEASE SIGN) Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_



**Purchasing Department**  
**St. Johns County Board of County Commissioners**  
**Definitions of Evaluation Criteria for**  
**Ranking of Task Orders**

**A. Cost (Dollars)**

Enter the Consultants proposed dollar amount.

**B. Cost (Score)**

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

VENDOR	PROPOSED PRICE	PERCENTAGE	BY	WEIGHT	EQUALS	WEIGHTED SCORE
A	\$20,000	100	X	10	=	10
B	\$25,000	80*	X	10	=	8
C	\$28,000	71*	X	10	=	7

\* Vendor B's percentage is  $\$20,000 \div \$25,000 = 80\%$

\*\* Vendor C's percentage is  $\$20,000 \div \$28,000 = 71\%$

\*\*\* Weighted Score shall be rounded to nearest whole number

The price evaluation and calculation may be revised to conform to the needs for each individual RFP selection.

**C. Previous Professional Services in the Project Area**

Knowledge of regulations, staff and geography, or prior work for the County in the geographical area addressed by the RFP, for example, a study, preliminary design or complete design.

**D. Past performance with St. Johns County Government**

If the evaluator is unfamiliar with the performance of the firm under consideration, or if the firm has no experience working with St. Johns County Florida, give 5 points in this category. Five is considered to be a neutral number. If the firm has experience in the County, and you have direct and first hand knowledge of that experience, then rank more or less than 5 depending on whether their performance was less than average or better than average.

**E. Ability to Meet Project Schedule**

A schedule should be submitted showing tentative begin date, progress checkpoints and estimated completion date. More points are awarded for shorter project schedules and/or immediate staff availability to begin/continue work on the project in a timely manner.



EVALUATION SHEET  
FOR RANKING OF TASK ORDERS

**ST. JOHNS COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS  
CRITERIA FOR RANKING**

**DATE: \_\_\_\_\_  
PROJECT: \_\_\_\_\_**

FIRM	A. COST (DOLLARS)	B. COST (SCORE)  0 TO 20	C. PREVIOUS PROFESSIONAL SERVICES IN THE PROJECT AREA  0 TO 10	D. PAST PERFORMANCE WITH ST. JOHNS COUNTY  0 TO 10	E. ABILITY TO MEET PROJECT SCHEDULE  0 TO 10		TOTALS

**SIGNATURE OF RATER: \_\_\_\_\_**

**PRINT NAME: \_\_\_\_\_**

**DATE: \_\_\_\_\_**

**SELF-CERTIFICATION OF ACCOUNTING SYSTEM AND OVERHEAD RATE**

(For consultants qualifying for fees under \$250,000)

Consultant Name \_\_\_\_\_ FEID No. \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone No: \_\_\_\_\_

E-Mail \_\_\_\_\_

**I. ACCOUNTING QUESTIONNAIRE**

**1. General**

Fiscal year used by firm? \_\_\_\_\_

Overhead statement on cash or accrual basis? \_\_\_\_\_

**2. Labor Costs (Time Sheets) Yes or No**

Are time sheets kept by all employees? \_\_\_\_\_

Do time sheets indicate project and overhead accounts? \_\_\_\_\_

Are time sheets signed by employees? \_\_\_\_\_

Are time sheets reviewed and signed by supervisors? \_\_\_\_\_

Are payroll expenditures distributed to appropriate accounts based on time sheets? \_\_\_\_\_

Is there a payroll register prepared for every pay period? \_\_\_\_\_

**3. Work Logs (For work billed as cost per unit of work)**

Do work logs identify the project? \_\_\_\_\_

Are work logs maintained for all projects? \_\_\_\_\_

**4. Expenditures**

Are all expenditures identified and recorded in the general ledger as overhead or direct costs? \_\_\_\_\_

Are direct costs identified as direct charges to projects regardless of eligibility for reimbursement? \_\_\_\_\_

**5. Accounting for Costs and Expenses**

Does the general ledger separate direct costs from indirect (overhead) costs? \_\_\_\_\_

Is a job cost ledger or report maintained for every project? \_\_\_\_\_

**6. Estimating Costs for Price Proposals**

Is the method of estimating costs for pricing purposes consistent with the accumulation and reporting of costs under your job cost system? \_\_\_\_\_

To demonstrate the tracking of costs through your accounting system, please attach a typical completed time sheet, corresponding payroll register, project cost ledger or report, a page from the general ledger and the chart of accounts. **This documentation should only be submitted with the initial qualification package.**

**SELF CERTIFICATION OF ACCOUNTING SYSTEM AND OVERHEAD RATE**

**II. OVERHEAD RATE SUMMARY FOR YEAR ENDING**

Overhead rate is calculated by dividing total allowable overhead cost by total direct labor cost. For this calculation, certain indirect expenses, such as interest, certain advertising costs, etc., must be excluded from overhead in accordance with Federal Acquisition Regulations, Sub Part 31.2. These regulations may be viewed on the Internet at [www.arnet.gov/far/](http://www.arnet.gov/far/). If a field office is needed, a separate determination should be performed per Part IV of Section I of the FDOT Overhead Audit Guidelines.

Description	Home Office	Field Office
Fringe Benefit Rate	_____ %	_____ %
General Overhead Rate	_____ %	_____ %
Combined Rate	_____ %	_____ %

An overhead cost summary must be attached to this certification with any excluded items identified.

**III. COMPUTATION OF FACILITIES CAPITAL COST OF MONEY (FCCM)**

If you charge for FCCM, show calculation below:

Capital Assets: FY Begin \$ \_\_\_\_\_ FY End \$ \_\_\_\_\_  
Average \$ \_\_\_\_\_

Average US Treasury Rate<sup>1</sup> \_\_\_\_\_ %

Facilities Capital Cost (Average Assets x Rate) \$ \_\_\_\_\_

Direct Labor for FY \$ \_\_\_\_\_

FCCM Rate (Facility Capital Cost/Direct Labor) \_\_\_\_\_ %

**IV. BILLING RATES FOR ALLOCATED EXPENSES**

List any direct expenses that are consistently charged to clients and excluded from overhead

Item	Rate
_____	_____
_____	_____
_____	_____
_____	_____

**V. CERTIFICATION**

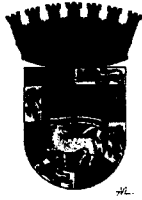
It is hereby certified that the accounting system for this firm meets the minimum requirements identified above and that all information contained hereon, including attachments, is true and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_





ST JOHNS COUNTY FLORIDA  
CONSULTANT WORK PERFORMANCE EVALUATION

Contract No/Bid No/Task Order Number: \_\_\_\_\_

Consultant Name: \_\_\_\_\_

County Project Manager: \_\_\_\_\_

TEST	LEVEL OF PERFORMANCE (1-5)	X Multiplier	=	SCORE
1.0 Effectiveness in accomplishing the intent and scope of the contracted services as determined from the completeness of scheduled submittals.	_____	5		_____
2.0 Knowledge and application of the County criteria, standards, and Procedures	_____	3		_____
3.0 Effectiveness in working with all involved project personnel including County staff, other consultants and citizens.	_____	5		_____
4.0 Effectiveness in selecting, scheduling, directing and managing subconsultants.	_____	3		_____
5.0 Effectiveness in keeping to a minimum the unnecessary involvement of County Staff	_____	2		_____
6.0 Effectiveness in management of this contract and budget	_____	2		_____
				_____

**CONSULTANT GRADE\***

Level of Performance

- 1.0 Unsatisfactory Performance
- 2.0 Marginal Performance
- 3.0 Average Performance
- 4.0 Good Performance
- 5.0 Excellent Performance

Instructions: Assign a level of performance for each criterion above and multiply by weight factor to obtain actual score. Sum for total management grade. Route to Purchasing/Contracts Department after completion.  
\*NOTE: A GRADE BELOW 60 MAY RESULT IN SUSPENSION OF THE CONSULTANT.

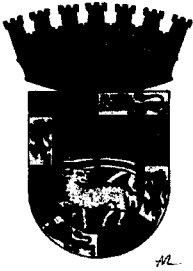
DEPARTMENT/DIVISION HEAD \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

PURCHASING DIRECTOR \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

EXHIBIT N



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

2446 Dobbs Road  
St. Augustine, Florida 32086

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**I N T E R O F F I C E   M E M O R A N D U M**

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**TO:**

**FROM:** Joe Burch, Purchasing Director

**SUBJECT:**

**DATE:**

Your assistance has been requested in reviewing these proposals. Please find enclosed the proposals for this Project. Please complete your evaluations individually, without discussion with any other person(s). The **mandatory** St. Johns County Evaluation Review Meeting is on Thursday at 9 am in the Purchasing Conference Room for the purpose of staff ranking and short-listing respondents to the request for proposals. **Please have your preliminary evaluation ratings completed.** The purpose of the meeting is to compile the individual rankings and short-list respondents for eventual presentation to the BCC on an agenda item at a later date.

If any questions should arise on a firm's proposal, it would be an opportunity for them to respond as clarification, but this is not a forum for firms to make presentations

**As previously advised, please do not discuss your evaluations or the ranking WITH ANYONE outside of this meeting, including immediately after the conclusion of the meeting. All inquires should be directed thorough the Purchasing Department until contract award has been made.**

If you find you cannot attend the scheduled meeting, please give at least **two days notice** to the Purchasing Director, as this is a **required** public meeting, and we must post notice and notify the affected firms of any rescheduling.

Please call the Purchasing Department on 209-0150, if there are any questions. Purchasing will prepare the agenda item and subsequent contract

Attachments: Detailed RFP  
Addenda  
Evaluation Criteria  
Evaluation Sheet  
Proposals



**STANDARD AGREEMENT  
BETWEEN  
OWNER AND CONTRACTOR**

1992 EDITION

These Contract Documents should be used only after consultation with counsel. The documents are not intended as legal advice appropriate to any specific situation, nor do they purport to address all issues, which may arise between the contracting parties. The documents should be amended or supplemented where appropriate in order to address contractual concerns.

This Agreement is made \_\_\_\_\_, 2003 by and between St. Johns County Board of County Commissioners (hereinafter referred to as the Owner) and \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as the Contractor) under seal for construction of Construction of (hereinafter referred to as the Project), the Owner and the Contractor hereby agreeing as follows:

**ARTICLE I  
THE CONTRACT AND THE CONTRACT DOCUMENTS**

**1.1 The Contract**

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

**1.2 The Contract Documents**

1.2.1 The Contract Documents consist of this Agreement, the Bid Documents and Bid Forms, Specifications, all Change Orders and Field Orders issued hereafter and executed by the parties and the Engineers, any other amendments hereto executed by the parties hereafter, together with the following (if any):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Here list any additional Contract Documents such as addenda special conditions, supplemental conditions, etc.)

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

### **1.3 Entire Agreement**

1.3.1 This Contract, together with the Contractor's Public Construction Bond for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any Bid Documents not listed among the Contract Documents described above and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

### **1.4 No Privity with Others**

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

### **1.5 Intent and Interpretation**

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry; according to its common and customary usage.

1.5.4 The words include, includes or including, as used in this Contract, shall be deemed to be followed by the phrase "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the Engineer and the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings, or Product Data shall not be evidence of the Contractor's compliance with this Contract. The Owner has requested the Engineer to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE

WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and shall not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

1.5.8 As between numbers and scaled measurements on the Drawings the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or Scope of Work to be performed by Subcontractors.

### **1.6 Ownership of Contract Documents**

1.6.1 The Contract Documents shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without Owner's prior written authorization.

## **ARTICLE II THE WORK**

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project in the manner set forth in the Contract Documents; furnishing of any required Surety Bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

Construction of [Project Name] per contract documents

and shall include furnishing the Owner with as-built drawings for the description of Work which County desires as-builts.

## **ARTICLE III CONTRACT TIME**

### **3.1 Time and Liquidated Damages**

3.1.1 The Contractor shall commence the Work within ten (10) calendar days from the date of the Notice to Proceed and shall Substantially Complete all Work within \_\_\_\_ ( ) consecutive calendar days from the date of the Notice to Proceed. Final Completion shall be thirty (30) consecutive calendar days after Substantial Completion.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Final Completion, shall constitute the "Contract Time".

3.1.2 The Contractor shall pay the Owner the sum of \$ \_\_\_\_\_ per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion shall be inexcusably delayed the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

### **3.2 Substantial Completion**

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

### **3.3 Time is of the Essence**

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

## **ARTICLE IV CONTRACT PRICE**

### **4.1 The Contract Price**

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein the fixed sum of \$ \_\_\_\_\_. The sum set forth in the Paragraph 4.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Contract.

## **ARTICLE V PAYMENT OF THE CONTRACT PRICE**

### **5.1 Schedule of Values**

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and to the Project Director a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Director or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been agreed upon in writing by the Project Director and the Owner. The Owner may terminate this Contract without liability of any kind if the Schedule of Values is not agreed upon within fifteen (15) calendar days of the effective date hereof.

## **5.2 Payment Procedure**

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 Progress Payments - Based upon the Contractor's Applications for Payment submitted to the Project Director and upon Certificates for Payment subsequently issued to the Owner by the Project Director, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the fifteen (15) day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the thirtieth (30th) day of the previous month to the Project Director in such form and manner, and with such supporting data and content, as the Project Director may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly incorporated in the Work less the total amount of previous payments received from the Owner.

Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Project Director and Engineer shall review the Application for Payment and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Project Director shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on accounts of the Contract Price within thirty (30) days following the Project Director's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Project Director less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Project Director's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 here in below.

5.2.4 The Contractor warrants that title to all Work covered by an Application shall pass to the Owner no later than time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

### **5.3 Withheld Payment**

5.3.1 Owner may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;
- b) claims of third parties against the Owner or the Owner's property;
- c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- d) evidence that the balance of the Work cannot be completed in accordance with the Contract for unpaid balance of the Contract Price;
- e) evidence that the Work shall not be completed in the time required for Substantial or Final Completion;
- f) persistent failure to carry out the Work in accordance with the Contract;
- g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

### **5.4 Unexcused Failure to Pay**

5.4.1 If within ten (10) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount due and payable to the Contractor, then the Contractor may after seven (7) additional days' written notice to the Owner and the Project Director, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of 12 percent (12%) per annum.

### **5.5 Substantial Completion**

5.5.1 When the Contractor believes the Work is Substantially Complete, the Contractor shall submit to the Project Director a list of items to be completed or corrected. When the Project Director on the basis of an inspection determines that the Work is in fact Substantially Complete, he shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Until Final Completion and acceptance of the Work by the Owner, the Owner shall pay the Contractor an amount equal to ninety percent (90%) of the Contract price. Ten Percent (10%) of the Contract Price shall be retained until Final Completion, acceptance of the Work by the Owner and Final Payment to the Contractor.

### **5.6 Final Completion and Final Payment**

5.6.1 When all the Work is finally complete and the Contractor is ready for a Final Inspection, it shall notify the Owner and the Project Director thereof in writing. Thereupon, the Project



Director shall make Final Inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Project Director shall promptly issue a Final Certificate for Payment and if required to repeat its Final Inspection of the Work, the Contractor shall bear the cost of such repeat Final Inspection(s) which cost may be deducted by the Owner and all other Authorities having jurisdiction under Florida Laws or regulations.

5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed therefor by the Engineer in its Certificate of Substantial Completion, the Contractor shall pay the Owner the sum of \$ \_\_\_\_\_ per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing the Contract. When the Owner reasonably believes that Final Completion shall be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to Final Payment unless and until it submits to the Project Director its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of claims and lien from all Subcontractors of the Contractor and of any and all other parties required by the Project Director or the Owner; consent of Surety, if any, to Final Payment. If any third party fails or refuses to provide a release of claim or waiver of a lien as required by Owner the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make Final Payment of all sums' due the Contractor within thirty (30) days of the Project Director's execution of a Final Certificate for Payment.

5.6.4. Acceptance of Final Payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of Final Payment, and identified in writing by the Contractor as unsettled at the time of its request for Final Payment.

## **ARTICLE VI THE OWNER**

### **6.1 Information, Services and Things Required from Owner**

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefor. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site. Copies may be provided instead of originals.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction.

6.1.3 The Owner shall furnish the Contractor, free of charge, 5 copies of the Contract Documents for execution of the Work. The Contractor shall be charged, and shall pay the Owner \$25.00 per additional set of Contract Documents which it may require.

## **6.2 Right to Stop Work**

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

## **6.3 Owner's Right to Perform Work**

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage shall be eliminated or corrected, the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work.

In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, and compensation for the Owner's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

## **ARTICLE VII THE CONTRACTOR**

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Director and the Owner, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and other engaged in the Work on behalf of the Contractor.

## **7.4 Warranty**

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that materials and equipment furnished shall be of good quality, free from faults and defects and in strict conformance with this Contract. This warranty

shall survive termination of this Contract and shall not be effected by Final Payment hereunder. All Work not conforming to these requirements may be considered defective.

7.5 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

#### **7.6 Supervision**

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or Assignees.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

<b>Name</b>	<b>Function</b>
-------------	-----------------

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals have been listed above.

7.7 The Contractor, prior to commencing the Work, shall submit to the Project Director for his information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each sum revision shall be furnished to the Project Director. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Contract.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the Project Director, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Project Director the approved Product Data, Samples and other similar required submittals. Upon Final Completion of the Work, all of these record documents shall be delivered to the Owner.

#### **7.9 Product Data and Samples**

7.9.1 Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with the information received from the Contract Documents. All Product Data, Samples and other submittals shall belong to the Owner and shall be delivered, or returned to Owner, as applicable, prior to Substantial Completion.

### **7.10 Cleaning the Site and the Project**

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon Final Completion of the Work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property there from.

### **7.11 Access to Work**

7.11.1 The Owner and the Project Director shall have access to the Work at all times from commencement of the Work through Final Completion. The Contractor shall take whatever steps necessary to provide access when requested.

### **7.12 Indemnity**

7.12.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

### **7.13 Safety**

7.13.1 The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with the performance of the Contract and for adequate maintenance of traffic.

7.13.2 The Contractor shall designate a member of the on site construction team whose duty shall be the prevention of accidents. Unless otherwise in writing by the Contractor to the Owner and the Engineer, this person shall be the Contractor's Superintendent.

## **ARTICLE VIII CONTRACT ADMINISTRATION**

### **8.1 Project Director**

8.1.1 The Project Director, unless otherwise directed by the Owner shall perform those duties and discharge those responsibilities allocated to the Project Director as set forth in this Contract. The Project Director shall be the Owner's representative from the effective date of this Contract until Final Payment has been made. The Project Director shall be authorized to act on behalf of the Owner only to the extent provided in this Contract.

8.1.2 The Owner and the Contractor shall communicate with each other in the first instance through the Project Director.

8.1.3 The Project Director shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance there under by the Contractor. The Project Director shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.1.4 The Project Director shall review the Contractor's Applications for Payment and shall certify to the Owner for payment to the Contractor, those amounts then due to the Contractor as provided in this Contract.

8.1.5 The Project Director shall have authority to reject work, which is defective or does not conform to the requirements of this Contract. If the Project Director deems it necessary or advisable, the Project Director shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

8.1.6 The Project Director shall review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.1.7 The Project Director shall prepare Change Orders and may authorize minor changes in the Work by field order as provided elsewhere herein.

8.1.8 The Project Director shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of this Contract.

8.1.9 The Project Director's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

## **8.2 Claims by the Contractor**

8.2.1 All Contractor claims shall be initiated by written notice and claim to the Project Director. Such written notice and claims must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.2 shall be reflected by a Change Order executed by the Project Director and the Contractor.

8.2.3 Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Bid for the Work, the

Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contract must give the Project Director written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.2.4 Claims for Additional Costs - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefor, the Contractor shall give the Project Director written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.2.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor.

The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

8.2.5 Claims for Additional Time - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Director, for such reasonable time as the Project Director may determine.

Any notice and claims for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving the rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension shall be waived. This paragraph shall not be deemed to waive any damages for delay that are covered by insurance.

8.2.5.1 Delays and Extensions of Time - An extension of Contract Time shall not be given due to weather conditions unless such weather conditions more severe than average have caused a delay. In requesting extension of time for weather conditions; Contractor shall present complete records and such requests shall document how weather conditions delayed progress of Work.

### **8.3 Field Orders**

8.3.1 The Project Director shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent

of the Contract. Such changes shall be affected by field order and shall be binding upon the Contractor. The Contractor shall carry out such field orders promptly.

## **ARTICLE IX SUBCONTRACTORS**

### **9.1 Definition**

9.1.1 A Subcontractor is an entity which has a direct Contract with the Contractor to perform a portion of the Work.

### **9.2 Award of Subcontracts**

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Project Director, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Project Director shall promptly reply to the Contractor, in writing, stating any objections the Project Director may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Director has made a timely objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner by Subparagraph 12.2.1 below.

## **ARTICLE X CHANGES IN THE WORK**

### **10.1 Changes Permitted**

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

### **10.2 Change Order Defined**

10.2.1 Change Order shall mean a written order to the Contractor executed by the Project Director, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by the Change Order.

### **10.3 Changes in the Contract Price**

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall than be determined by the Project Director on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or

decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Project Director requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers' compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Owner's Certificate of Payment.

10.3.3 If Unit Prices are provided in the Contract, and if the quantities contemplated are so changed in proposed Change Order that application of such Unit Prices to the quantities of Work proposed shall cause substantial inequity to the Owner or to the Contractor, that applicable Unit Prices shall be equitable adjusted.

#### **10.4 Minor Changes**

10.4.1 The Project Director shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the Owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

#### **10.5 Effect of Executed Change Order**

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out or resulting from the Work included within or affected by the executed Change Order.

#### **10.6 Notice to Surety; Consent**

10.6.1 The Contractor shall notify and obtain the timely consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

### **ARTICLE XI UNCOVERING AND CORRECTING WORK**

#### **11.1 Uncovering Work**

11.1.1 If any of the Work is covered contrary to the Project Director's request or to any provision of this Contract, it shall, if required by the Project Director, be uncovered for the Project Director's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.



11.1.2 If any of the Work is covered in a manner not described in Subparagraph 11.1.1 above, it shall, if required by the Project Director or Owner, be uncovered for the Project Director's inspection. If such Work conforms strictly to this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform to this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

## **11.2 Correcting Work**

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Project Director as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Project Director's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work, if any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it within seven (7) days at the Contractor's expense upon receipt of written notice from the Owner. This obligation shall survive Final Payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.

## **11.3 Owner May Accept Defective or Nonconforming Work**

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance or defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

# **ARTICLE XII CONTRACT TERMINATION**

## **12.1 Termination by the Contractor**

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to the Owner, terminate performance under this Contract and recover from the Owner's payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment

and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Contractor may terminate performance under this Contract by written notice to the Project Director. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

## **12.2 Termination by the Owner**

### **12.2.1 For Convenience**

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

- 12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Director specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Director. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.
- (b) The Owner and the Contractor may agree to compensation, if any, due to the Contractor hereunder.
  - (c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts;
  - (d) Contract prices for labor, materials, equipment and other services accepted under this Contract;
  - (e) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (d) or (e), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

- (f) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

### **12.2.2 For Cause**

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2. If the unpaid balance of the Contract Price less any liquidated damages due under this Contract, exceeds the cost of finishing the Work, including compensation for the Project Director's additional services and expenses made necessary thereby, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

## **ARTICLE XIII INSURANCE**

### **13.1 Contractor's Insurance:**

13.1.1 The successful Bidder shall indemnify and hold the Owner harmless against all loss, damage, or expense by reason of injury to person or damage to property arising out of the use of or activities on any said premises by the successful Bidder, its agents, representatives, Contractors, Subcontractors, or employees. Prior to commencement of services under this Contract the successful Bidder's insurance coverage shall comply with the following insurance requirements:

- a. Worker's Compensation/Employer's Liability Insurance as required by the Worker's Compensation Laws of the State of Florida.

b. General Liability Insurance on the Comprehensive form for all operations of the successful Bidder under the Contract, including coverage for, but not limited to Personal Injury Broad Form Property Damage and Project Liability for a minimum limit of \$1,000,000 per occurrence.

c. Automobile/Truck Injury and Property Damage Liability Insurance covering all vehicles, whether owned, non-owned, leased or hired, with not less than \$100,000 per person/\$300,000 per occurrence combined single limits.

Insurance companies providing the required insurance coverages for the successful Bidder must be rated into the current issue of "Bests" Insurance Key Rating Guide at "A" for the policyholder's category and XIII for the financial category to be specifically approved by the Owner.

### **13.2 Insurance Certificate**

13.2.1 A Certificate of Insurance, naming the St. Johns County Board of County Commissioners as additional insured, shall be required at the signing of the Contract by the successful Bidder. Certificates of Insurance are to be authorized in writing by an officer of the insurance company or companies, identifying their agent and executed by the agent with a copy of the agent's license by the insurance company attached. The Certificate must reflect the required coverage and guarantee St. Johns County. Certified copies of all policies must accompany the Certificate of Insurance when requested by the County.

## **ARTICLE XIV MISCELLANEOUS**

### **14.1 GOVERNING LAW**

14.1.1 The Contract shall be governed by the laws of the State of Florida and by the laws of St. Johns County, Florida.

### **14.2 Successors and Assigns**

14.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

### **14.3 Surety Bonds**

14.3.1 The Contractor shall furnish a separate Public Construction Bond to the Owner. Such Bonds shall set forth a penal sum in an amount not less than the Contract price. The Bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such Bonds. The Public Construction bond shall provide that in the event Contract Price is adjusted by Change Order executed by the Contractor. The Public Construction Bond furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a Surety, or Sureties, reasonably suitable to the Owner.

### **14.4. Safety of Persons and Property**

14.4.1 When existing utility lines shown on the Drawings are to be removed or relocated, the Contractor shall notify the Project Director in ample time for taking measures for prevention of the interruption of any required services prior to the beginning of operations. In the event that the Contractor damages any existing utility lines not shown on the Drawings, the location of

which is not known to the Contractor, report thereof shall be made immediately to the Project Director.

14.4.2 Locations of existing utility lines shown on the Drawings are based on the best information available to the Project Director, but shall not be considered exact either as to location or number of such lines.

14.4.3 Contractor shall protect utility lines constructed under terms of the agreement and those discovered or shown on Drawings to be existing. Damage occurring to utility lines due to Contractor's operations shall be repaired at no cost to the Owner.

## **ARTICLE XV EQUAL EMPLOYMENT OPPORTUNITY**

### **15.1 Contractor's Employment Opportunity**

15.1.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age.

The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

15.1.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin or age.

## **ARTICLE XVI APPRENTICESHIP LAW REQUIREMENTS**

### **16.1 Apprenticeship Law (Chapter 446, Florida Statutes)**

16.1.1 The Contractor shall make a diligent effort to hire for Performance of the Contract a number of apprentices in each occupation which bears to the average number of journeyman in that occupation to be employed in the performance of the Contract, the ratio of at least one (1) apprentice or trainee to every five (5) journeymen.

16.1.2 The Contractor shall, when feasible and except when the number of apprentices or trainees to be hired is fewer than four (4), assure that twenty-five (25) percent of such apprentices or trainees are in their first year of training. Feasibility here involves a consideration of the availability of training opportunities for first year apprentices or trainees, the hazardous nature of the Work for beginning workers, and excessive unemployment of apprentices or trainees in their second or subsequent years of training.

16.1.3 The Contractor, during the performance of the Contract, shall make diligent efforts to employ the number of apprentices or trainees necessary to meet requirements of Subparagraphs a. and b. However, on-the-job training programs shall only be established in non-apprenticable trades or occupations to meet the requirements of this section.

16.1.4 The Contractor agrees to return records of employment, by trade, of the number of apprentices or trainees by first year of training, and the number of journeymen and the wages paid, and hours of work, of such persons on a form as prescribed by the Bureau of Apprenticeship of the Division of Labor at three (3) month intervals. Submission of duplicate copies of forms submitted to the United States Department of Labor shall be sufficient compliance with the provisions of the section.

16.1.5 The Contractor agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three (3) months intervals, a statement describing steps taken toward making diligent effort and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.

16.1.6 The Contractor agrees to insert in any Subcontract under this Contract the requirements contained in this section. The term "Contractor" as used in such clauses and any Subcontract shall mean the Subcontractor.

16.1.7 Anything herein to the Contrary notwithstanding, Contractor agrees to comply with all of the provisions of Florida Statutes 446 and all regulations prescribed by the Bureau of Apprenticeship of the Division of Labor.

## **ARTICLE XVII ELECTRONIC DOCUMENT SUBMISSIONS**

17.1 All final documents/work products must also be delivered in Adobe "pdf" format in one "pdf" file. The purpose of this file format is for electronic transmittal and publishing of final work products. Any plans, specifications, reports, or other documents regulated by Chapters 471 and 472, Florida Statutes, or by any other Federal or State law rule or regulation are exempted from this requirement.

17.2 For Documents regulated by Chapters 471 and 472, Florida Statutes, the Contractor/Consultant shall provide a CD(s) with the digital files of any plans, specifications, reports or other deliverable documents for informational purposes only or archive a digital copy of such files which shall be retained by the Contractor Consultant for a period of ten (10) years following the acceptance of the final work product, and which shall be made available to the County upon request from an authorized County official/employee, and payment by the County of the cost of reproduction. For documents regulated by any other Federal or State law, rule, or regulation, the Contractor/Consultant shall abide by, and comply with, the provisions contained in the applicable Federal/State law/rule/regulation.

**Contract No. [Bid Number] Construction of [Project Name]**

**Owner**

**Contractor**

\_\_\_\_\_  
Seal  
(Typed Name)

\_\_\_\_\_  
Seal  
(Typed Name)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Date of Execution

Cheryl Strickland, Clerk of Courts

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

REVISED September 2009

**PUBLIC CONSTRUCTION BOND**

BOND NO.: \_\_\_\_\_

BY THIS BOND, We, \_\_\_\_\_, as Principal  
(Contractor address phone)  
and \_\_\_\_\_ a Corporation, as Surety are  
(Surety Co. address phone)  
bound to ST. JOHNS COUNTY, FLORIDA, herein called Owner, in the sum of \$\_\_\_\_\_,  
for payment of which we bind ourselves, our heirs, personal representatives, successors, and  
assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated, \_\_\_\_\_, between Principal and Owner for

\_\_\_\_\_  
(Project, address, and brief description of work)

for St. Johns County, Florida, the contract being made a part of this bond by reference,  
and the times and in the manner prescribed in the contract; and

2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Promptly pays Owner all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

PROVIDED, FURTHER, that the Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to work to be performed there under or the Plans or Specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time alternations or addition to the terms of the Contract or to work to be performed there under or the Plans or Specifications.

PROVIDED FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended. The term "Amendment" wherever used in this Bond, and whether referring to this Bond or the Contract shall include any alteration, addition, extension, or modification of any character whatsoever.

This Bond incorporates herein all the provisions of Florida Statute 255.05.



IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST: \_\_\_\_\_  
\_\_\_\_\_

Principal

By: \_\_\_\_\_

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Surety

(SEAL)

\_\_\_\_\_  
Witness to Surety

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

NOTE: Date of BOND must not be prior to date of Contract. IF CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

**STANDARD CONTRACT  
FOR  
CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the \_\_\_\_ day of \_\_\_\_, 2009 by and between the Board of County Commissioners of St. Johns County, Florida, hereinafter referred to as the COUNTY, and \_\_\_\_\_ a corporation, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose address is:

\_\_\_\_\_

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

**ARTICLE 1 - SERVICES**

The CONSULTANT's responsibility under this Contract is to provide professional/consultation services in the area of professional \_\_\_\_\_ services, and to perform and complete the work specifically set forth in the Scope of Work detailed in **Exhibit "A"** attached hereto.

The Work shall be performed on or before the dates set forth in the Contract Schedule attached hereto as **Exhibit "C"**.

Services of the CONSULTANT shall be under the general direction of \_\_\_\_\_, telephone \_\_\_\_\_, who shall act as the COUNTY's representative during the performance of this Contract.

**ARTICLE 2 - SCHEDULE**

The COUNTY and the CONSULTANT shall approve the schedule, which will become **Exhibit "C"**. The Work shall be performed on or before the dates set forth in the Contract Schedule attached hereto as **Exhibit "C"**.

**ARTICLE 3 - PAYMENTS TO CONSULTANT**

A. The COUNTY shall pay to the CONSULTANT for services satisfactorily performed, a lump sum amount of \_\_\_\_\_, {\$ \_\_\_\_\_} which includes all direct charges, indirect charges, and reimbursable expenses, if any. The CONSULTANT will bill the COUNTY on a monthly basis or as otherwise provided and at the amounts set forth in **Exhibit "B"** for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work contained in **Exhibit "A"**.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the initiating County department, indicating that services have been rendered in the conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract. Payment shall be made periodically in accordance with the Schedule for Payment, **Exhibit "B"**.

C. **FINAL INVOICE**: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "**final invoice**" on the CONSULTANT' final/last billing to the COUNTY. This indicates that all services have been performed and all charges and costs have been invoiced to St. Johns County. Since this account will

thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONSULTANT.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY may exercise its rights under this Article 4 within one (1) year following final payment.

#### **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONSULTANT upon 30 days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT.

Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY and CONSULTANT shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 - PERSONNEL**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel, as may be listed in **Exhibit "D"**, must be made known to the COUNTY's representative and written approval granted by the COUNTY before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

**ARTICLE 7 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

**ARTICLE 8 - AVAILABILITY OF FUNDS**

The obligations of the COUNTY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of St. Johns County.

**ARTICLE 9 - INSURANCE**

A. The CONSULTANT shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONSULTANT shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

C. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the amount of \$1,000,000 per occurrence.

D. The CONSULTANT shall maintain during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

E. The CONSULTANT shall maintain during the life of this Contract Comprehensive Automobile Liability Insurance in the amount of \$100,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

F. The CONSULTANT shall maintain during the life of this Contract, adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

G. All insurance other than Professional Liability and Workman's Compensation, to be maintained by the CONSULTANT shall specifically include the COUNTY as an "Additional Insured".

#### **ARTICLE 10 - INDEMNIFICATION**

The CONSULTANT shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

#### **ARTICLE 11 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

#### **ARTICLE 12 - REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

#### **ARTICLE 13 - CONFLICT OF INTEREST**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work

that the CONSULTANT may undertake and request an opinion of the COUNTY, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

#### **ARTICLE 14 - ARREARS**

The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful order.

All drawings, maps, sketches, and other data developed, or purchased under this Contract or at the COUNTY's expense shall be and remains the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

The COUNTY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the

work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

#### **ARTICLE 17 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 18 - ACCESS AND AUDITS**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least five (5) years after completion of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY'S cost, upon five (5) days written notice.

#### **ARTICLE 19 - NONDISCRIMINATION**

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

#### **ARTICLE 20 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **ARTICLE 21 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all license and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

### **ARTICLE 24 - AMENDMENTS AND MODIFICATIONS**

No amendments and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties. The COUNTY reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Contract. If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

### **ARTICLE 25 - ENUMERATION OF CONTRACT DOCUMENTS**

The Contract Documents, except for modifications issued after execution of this Agreement, are enumerated as follows:

- The Contract is the executed Standard Contract for Professional Services (SJC SCCPS 9105)
- Exhibit A, Scope of Work
- Exhibit B, Basis of Compensation
- Exhibit C, Contract Schedule
- Exhibit D, Key Personnel

### **ARTICLE 26 - FLORIDA LAW**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in St. Johns County.

### **ARTICLE 27 - ARBITRATION**

The Owner shall not be obligated to arbitrate or permit any arbitration binding on the Owner under any of the Contract Documents or in connection with the project in any manner whatsoever.

### **ARTICLE 28 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:



St. Johns County Purchasing Department  
Attn: Joe Burch, Purchasing Director  
2446 Dobbs Road  
St. Augustine, Florida 32086

**ARTICLE 29 - HEADINGS**

The heading preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract or affect its meaning, construction or effect.

**ARTICLE 30 - EXTENSION CLAUSE**

This contract may be extended for a period of ( ) years, in yearly increments, after negotiations and upon approval by the St. Johns County Board of Commissioners and with thirty (30) days notice to consultant.

**ARTICLE 31-RIGHTS TO DATA AND COPYRGHTS**

When publications, films or similar materials are developed directly or indirectly from a program, project or activity supported by grant funds, any copyright resulting there from shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

**ARTICLE 32-ELECTRONIC DOCUMENT SUBMISSIONS**

All final documents/work products must also be delivered in Adobe "pdf" format in one "pdf" file. The purpose of this file format is for electronic transmittal and publishing of final work products. Any plans, specifications, reports, or other documents regulated by Chapters 471 and 472, Florida Statutes, or by any other Federal or State law rule or regulation are exempted from this requirement.

For Documents regulated by Chapters 471 and 472, Florida Statutes, the Contractor/Consultant shall provide a CD(s) with the digital files of any plans, specifications, reports or other deliverable documents for informational purposes only or archive a digital copy of such files which shall be retained by the Contractor Consultant for a period of ten (10) years following the acceptance of the final work product, and which shall be made available to the County upon request from an authorized County official/employee, and payment by the County of the cost of reproduction. For documents regulated by any other Federal or State law, rule, or regulation, the Contractor/Consultant shall abide by, and comply with, the provisions contained in the applicable Federal/State law/rule/regulation.

IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set his/her hand the day and year above written.  
(Seal)

ATTEST:  
Cheryl Strickland, Clerk of Court

BOARD OF COUNTY COMMISSIONERS  
ST JOHNS COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Joe Burch, Purchasing Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

WITNESS:

CONSULTANT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

EXHIBIT P

**FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS  
UNDER 49 CFR, PARTS 18 AND 19, CIRCULAR 4420**

Buy America – The contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part b661 which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$25,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient (St. Johns County) the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected ad non-responsive. This requirement does not apply to lower tier subcontractors.

**Certification requirement for procurement of steel, iron, or manufactured products.**  
*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exemption pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Certification requirement for procurement of buses, other rolling stock and associated equipment

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror certifies that it will comply with the requirements of 49 U.S.C. 5323 (j)(2)(C) and the regulations at 49 CFR Part 661.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(C) of (j)(2)(D) and regulations of 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

EXHIBIT Q

**CERTIFICATION REGARDING LOBBYING**

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L.104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

Exhibit R

PIGGYBACKING WORKSHEET  
(For FTA Procurements)

*Definition: Piggybacking is the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through the original document/process.*

In order to assist in the performance of your review, in order to determine if a situation exists where you may be able to participate in the piggybacking (assignment) of an existing agreement, the following considerations are provided. Ensure that your final file includes documentation substantiating your determination.

WORKSHEET	YES	NO
1. Have you obtained a copy of the contract and the solicitation document, including the specifications, and any Buy-America Pre-award or Post-Delivery audits?	___	___
2. Does the solicitation and contract contain an express "assignability" clause that provides for the assignment of all, or a part of the specified deliverables?	___	___
3. Did the Contractor submit the "certifications" required by Federal regulations? See BPPM Section 4.3.3.2	___	___
4. Does the contract contain the clauses required by Federal regulations? See BPPM Appendix A1	___	___
5. Were the piggybacking quantities included in the original solicitation, i.e. were they in the original bid, and were they evaluated as part of the contract award decision?	___	___
6. If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?	___	___
7. If this piggybacking action represents the exercise of any option in the contract, is the option provision still valid, or has it expired?	___	___
8. Does your State law allow for the procedures used by the original contracting agency: e.g. negotiations vs. sealed bids?	___	___

- 9. Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files. \_\_\_\_ \_\_\_\_
  
- 10. Does the contract term comply with the five-year term-limit established by FTA? \_\_\_\_ \_\_\_\_
  
- 11. Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files. \_\_\_\_ \_\_\_\_
  
- 12. If you will require changes to the vehicles (deliverables), are they “within the scope” of the contract, or are they “cardnal changes”? See BPPM Section 9.2.1 \_\_\_\_ \_\_\_\_

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

**Background and Applicability**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provision of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in regulation as "covered transaction."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontractors at all levels).

**Clause Language**

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

**Suspension and Debarment**

This contract is a covered transaction for purpose of 49 CFR 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction in enters into.

By signing below and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by \_\_\_\_\_ (Vendor). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to \_\_\_\_\_ (Vendor), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this



offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**VENDOR SIGNATURE REQUIRED FOR ALL PROCUREMENT CONTRACT \$25,000.**

**VENDOR CERTIFIES COMPLIANCE 49 CFR PART 29**

Vendor \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

St. Johns County Purchasing and Contracts Division  
Sole Source Purchase Data

Date Submitted:

Requesting Department:

Contact Person / Phone #:

Requisition #:

Amount of Purchase:

Recommended Vendor / Contractor:

Please state why this is the only item or service which will fulfill the need:

Verify that this is the only source:  Yes  No

Department Head's Signature and Date: \_\_\_\_\_

Buyer's Signature and Date: \_\_\_\_\_

Purchasing Director's Signature and Date: \_\_\_\_\_