

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

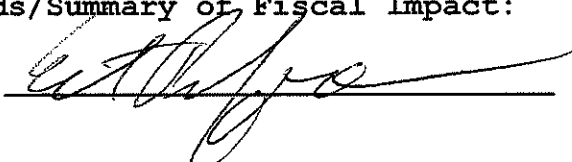
Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No. _____

Budget Account No.: Fund _____ Agency _____ Org. _____ Object _____
Reporting Category _____

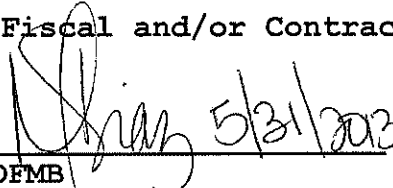
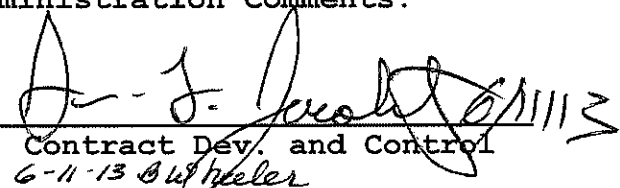
B. Recommended Sources of Funds/Summary of Fiscal Impact:

No Fiscal Impact

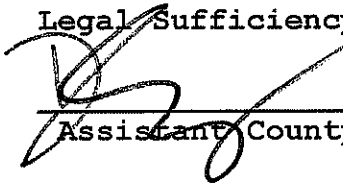
C. Department Fiscal Review: 

III. REVIEW COMMENTS

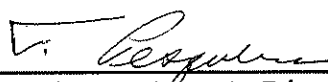
A. OFMB Fiscal and/or Contract Administration Comments:

<p><u></u> OFMB 5/31/13</p>	<p><u></u> Contract Dev. and Control 6-11-13 B. Wheeler</p>
--	---

B. Legal Sufficiency:


Assistant County Attorney
6/13/13

C. Other Department Review:


Department Director

This summary is not to be used as a basis for payment.

EXHIBIT E
PROCUREMENT POLICY

Contracts entered into by the Bureau in accordance with this Agreement shall be subject to the following guidelines and requirements. It shall be the responsibility of Bureau Management to educate staff who makes purchases as to the Bureau's obligations under this Contract. Failure to follow these guidelines may result in non-reimbursement of Bureau Expenses. Procurement shall be conducted for the following categories hereof:

Awards will be made to the lowest responsive, responsible bidder or proposer whose offer is determined to be the most advantageous to the Bureau in its performance of its duties in accordance with the terms of this Agreement. Evaluation of bids, offers and proposals shall be based upon the criteria established by the Bureau and any other relevant information obtained through the evaluation process. Such criteria may include but need not be limited to price. Discussions or negotiations with the most qualified vendor based upon its offer may be conducted for the purpose of obtaining a contract which is in the best interests of the Bureau in the performance of its duties, obligations and functions as provided in this Agreement.

A. Contracts and purchases shall be made in accordance with the following procedures:

1. Between \$1,000 and \$10,000. The Bureau may contract to purchase goods or services between \$1,000 and \$10,000 by obtaining oral quotes for the goods or services. The Bureau will obtain a minimum of three (3) oral quotes and provide documentation or written justification to the satisfaction of the County for any lack thereof.
2. Between \$10,001 and up to \$25,000. The Bureau may contract to purchase goods or services between \$10,001 and up to \$25,000 by obtaining a minimum of three (3) written quotations for each item or group of items needed. The Bureau will obtain a minimum of three (3) written quotes and provide documentation or justification to the satisfaction of the County for any lack thereof. Requests for quotations will be mailed, faxed, or e-mailed to all prospective bidders, as feasible.
3. Between \$25,001 and up to \$50,000. The Bureau may contract to purchase goods and services between \$25,001 and up to \$50,000 by obtaining a minimum of three (3) written proposals. Any bid or request for proposals for the purchase of goods or services over \$50,000 shall require the prior approval of the Executive Director of the TDC. The Bureau will secure at least three (3) written proposals for each item or group of items needed and provide documentation or justification for lack thereof. Advertisements for written requests for proposals will be published no less than one time in a newspaper of general daily circulation, trade publication, or other appropriate vehicle distributed in Palm Beach County or the locale where the service will be provided, as appropriate. Requests for proposals will be mailed to all prospective bidders, as feasible.
4. Exceeding \$50,000. Contracts for purchases exceeding \$50,000 will be entered into according to the following procedures:
 - a. The Bureau is responsible for drafting the Request for Proposal ("RFP") or Invitation for Bid ("IFB") to secure needed goods or services, and shall forward the IFB/RFP to the Executive Director of the TDC, with copy to the Assistant County Attorney assigned to the TDC.

- b. The Executive Director of the TDC will review and must approve the IFB/RFP to assure that the IFB/RFP meets the applicable requirements of this Agreement.
- c. The Bureau is responsible for placing the advertisement and notifying prospective bidders.
- d. Responses will be evaluated by a Selection Committee composed of the following six individuals:

Bureau President
Executive Director of TDC
Bureau Chair or designee Board member
Bureau Staff member
County Administrator or Designee
TDC Board Member

Once a committee for a specific procurement has been chosen, the committee may convey and make a recommendation provided there is a majority of members present.

The recommendation of the Selection Committee will be acted on by the Bureau's Executive Committee.

- e. Upon approval by the Bureau's Executive Committee, its recommendation will be placed on the agenda for the next scheduled meeting of the TDC.
 - f. Upon approval by the TDC, the Executive Director of the TDC will place the item on the agenda for action by the Board of County Commissioners.
 - g. If the Bureau's Board or the TDC does not approve a recommended contract, then the matter will be referred back to the Selection Committee, which may select the second choice, cancel or re-advertise the RFP. The determination of the Board of County Commissioners shall be final.
5. Business Necessity Purchases. The Bureau may purchase goods or services through direct negotiations with the vendor, and without obtaining oral quotations, written quotations, or written bids or proposals, in cases of business necessity. For purposes of this provision:
- a. "Business necessity" shall mean that (i) the goods or services are necessary to the provision of contracted services under this Agreement and (ii) through no fault of the Bureau, sufficient time is not available between the identification of the need for the goods or services and the time for provision of the goods and services to engage in written requests for proposals or bids. The term of the contracted goods or services shall not exceed 12 months.

B. Vendor List. The Bureau will maintain a "vendor list" of those providers of goods or services who desire to be placed on the list. Such list shall include small business enterprises certified by the COUNTY. The Bureau will solicit bids, quotes or proposals from responsible prospective suppliers, vendors or contractors obtained from the Bureau's or the COUNTY's vendor list, publications, catalogues, suggestions from the TDC or its staff, previous

suppliers, and the like.

- C. Prohibition of Subdivision of Purchase. No contract or purchase shall be subdivided to avoid the purchasing guidelines and requirements provided for in this Agreement.
- D. Notwithstanding the requirements of Section A, the Bureau may purchase or contract for goods and services without competitive solicitation in the following cases:
1. Sole Source Purchases. The Executive Director of the TDC may authorize the purchase of goods or services without requests for bids, quotes or proposals when the Bureau has provided evidence in writing independent of the vendor that such good or service is the only item that meets the need of the Bureau and is available through only one source. In the event such documentation is not provided or available, proof of appropriate advertising may be used to substantiate a sole source vendor is the only source of goods or services or that only one item meets the need of the Bureau.
 2. Business Necessity and Emergency Purchases. The Bureau may purchase goods or services through direct negotiations with the vendor, and without obtaining oral quotations, written quotations, or written bids or proposals, in cases of business necessity or emergency. For purposes of this provision:
 - a. "Business necessity" shall mean that (i) the goods or services are necessary to the provision of contracted services under this Agreement and (ii) through no fault of the Bureau, sufficient time is not available between the identification of the need for the goods or services and the time for provision of the goods and services to engage in written requests for proposals or bids. The term of the contracted goods or services shall not exceed 12 months.
 - b. "Emergency Purchase" shall mean a procurement made in response to a need for goods or services when the delay incident to complying in the requirements of Section A would be detrimental to the interests, health, safety or welfare of the Bureau.
 3. Purchasing under Government Price Agreements. The Bureau may procure goods and services hereunder from vendors who provide pricing that is equal to or better (less) than existing price agreements with the State of Florida, Palm Beach County, the municipalities of Palm Beach County, the Palm Beach County School Board and other TDC agencies or Florida tourism agencies or bureaus, provided such agency or bureau is governed by procurement policies that require competitive selection. Contracts and purchases made under such agreements will be deemed as lowest bidder.
- E. Professional and Consulting Services. All contracts for professional or consulting services shall be evidenced by a written agreement which shall specify the services to be performed, the time period during which such services will be performed, the amount and form or method of compensation (e.g., retainer, expense reimbursement, direct cost, hourly or fixed fee, etc.), the method of cancellation or termination, remedies for non-performance, identify ownership of the product, and contain other standard contract language. These contracts are still subject to the requirements of Section A. All other requirements of this Exhibit "E" shall apply to these contracts.

EXHIBIT E

PROCUREMENT POLICY

Contracts entered into by the Bureau in accordance with this Agreement shall be subject to the following guidelines and requirements. It shall be the responsibility of Bureau Management to educate staff who makes purchases as to the Bureau's obligations under this Contract. Failure to follow these guidelines may result in non-reimbursement of Bureau Expenses. Procurement shall be conducted for the following categories hereof:

Awards will be made to the lowest responsive, responsible bidder or proposer whose offer is determined to be the most advantageous to the Bureau in its performance of its duties in accordance with the terms of this Agreement. Evaluation of bids, offers and proposals shall be based upon the criteria established by the Bureau and any other relevant information obtained through the evaluation process. Such criteria may include but need not be limited to price. Discussions or negotiations with the most qualified vendor based upon its offer may be conducted for the purpose of obtaining a contract which is in the best interests of the Bureau in the performance of its duties, obligations and functions as provided in this Agreement.

A. Contracts and purchases shall be made in accordance with the following procedures:

1. Between \$1,000 and \$10,000. The Bureau may contract to purchase goods or services between \$1,000 and \$10,000 by obtaining oral quotes for the goods or services. The Bureau will obtain a minimum of three (3) oral quotes and provide documentation or written justification to the satisfaction of the County for any lack thereof.
2. Between \$10,001 and up to \$25,000. The Bureau may contract to purchase goods or services between \$10,001 and up to \$25,000 by obtaining a minimum of three (3) written quotations for each item or group of items needed. The Bureau will obtain a minimum of three (3) written quotes and provide documentation or justification to the satisfaction of the County for any lack thereof. Requests for quotations will be mailed, faxed, or e-mailed to all prospective bidders, as feasible.
3. Between \$25,001 and up to \$50,000. The Bureau may contract to purchase goods and services between \$25,001 and up to \$50,000 by obtaining a minimum of three (3) written proposals. Any bid or request for proposals for the purchase of goods or services over \$50,000 shall require the prior approval of the Executive Director of the TDC. The Bureau will secure at least three (3) written proposals for each item or group of items needed and provide documentation or justification for lack thereof. Advertisements for written requests for proposals will be published no less than one time in a newspaper of general daily circulation, trade publication, or other appropriate vehicle distributed in Palm Beach County or the locale where the service will be provided, as appropriate. Requests for proposals will be mailed to all prospective bidders, as feasible.
4. Exceeding \$50,000. Contracts for purchases exceeding \$50,000 will be entered into according to the following procedures:
 - a. The Bureau is responsible for drafting the Request for Proposal ("RFP") or Invitation for Bid ("IFB") to secure needed goods or services, and shall forward the IFB/RFP to the Executive Director of the TDC, with copy to the Assistant County Attorney assigned to the TDC.

- b. The Executive Director of the TDC will review and must approve the IFB/RFP to assure that the IFB/RFP meets the applicable requirements of this Agreement.
- c. The Bureau is responsible for placing the advertisement and notifying prospective bidders.
- d. Responses will be evaluated by a Selection Committee composed of the following six individuals:

- Bureau President
- Executive Director of TDC
- Bureau Chair or designee Board member
- Bureau Staff member
- County Administrator or Designee
- TDC Board Member

Once a committee for a specific procurement has been chosen, the committee may convey and make a recommendation provided there is a majority of members present.

The recommendation of the Selection Committee will be acted on by the Bureau's Executive Committee.

- e. Upon approval by the Bureau's Executive Committee, its recommendation will be placed on the agenda for the next scheduled meeting of the TDC.
 - f. Upon approval by the TDC, the Executive Director of the TDC will place the item on the agenda for action by the Board of County Commissioners.
 - g. If the Bureau's Board or the TDC does not approve a recommended contract, then the matter will be referred back to the Selection Committee, which may select the second choice, cancel or re-advertise the RFP. The determination of the Board of County Commissioners shall be final.
5. Business Necessity Purchases. The Bureau may purchase goods or services through direct negotiations with the vendor, and without obtaining oral quotations, written quotations, or written bids or proposals, in cases of business necessity. For purposes of this provision:
- a. "Business necessity" shall mean that (i) the goods or services are necessary to the provision of contracted services under this Agreement and (ii) through no fault of the Bureau, sufficient time is not available between the identification of the need for the goods or services and the time for provision of the goods and services to engage in written requests for proposals or bids. The term of the contracted goods or services shall not exceed 12 months.

B. Vendor List. The Bureau will maintain a "vendor list" of those providers of goods or services who desire to be placed on the list. Such list shall include small business enterprises certified by the COUNTY. The Bureau will solicit bids, quotes or proposals from responsible prospective suppliers, vendors or contractors obtained from the Bureau's or the COUNTY's vendor list, publications, catalogues, suggestions from the TDC or its staff, previous suppliers, and the like.

- C. **Prohibition of Subdivision of Purchase.** No contract or purchase shall be subdivided to avoid the purchasing guidelines and requirements provided for in this Agreement.
- D. **Notwithstanding the requirements of Section A, the Bureau may purchase or contract for goods and services without competitive solicitation in the following cases:**
1. **Sole Source Purchases.** The Executive Director of the TDC may authorize the purchase of goods or services without requests for bids, quotes or proposals when the Bureau has provided evidence in writing independent of the vendor that such good or service is the only item that meets the need of the Bureau and is available through only one source. In the event such documentation is not provided or available, proof of appropriate advertising may be used to substantiate a sole source vendor is the only source of goods or services or that only one item meets the need of the Bureau.
 2. **Business Necessity and Emergency Purchases.** The Bureau may purchase goods or services through direct negotiations with the vendor, and without obtaining oral quotations, written quotations, or written bids or proposals, in cases of business necessity or emergency. For purposes of this provision:
 - a. "Business necessity" shall mean that (i) the goods or services are necessary to the provision of contracted services under this Agreement and (ii) through no fault of the Bureau, sufficient time is not available between the identification of the need for the goods or services and the time for provision of the goods and services to engage in written requests for proposals or bids. The term of the contracted goods or services shall not exceed 12 months.
 - b. "Emergency Purchase" shall mean a procurement made in response to a need for goods or services when the delay incident to complying in the requirements of Section A would be detrimental to the interests, health, safety or welfare of the Bureau.
 3. **Purchasing under Government Price Agreements.** The Bureau may procure goods and services hereunder from vendors who provide pricing that is equal to or better (less) than existing price agreements with the State of Florida, Palm Beach County, the municipalities of Palm Beach County, the Palm Beach County School Board and other TDC agencies or Florida tourism agencies or bureaus, provided such agency or bureau is governed by procurement policies that require competitive selection. Contracts and purchases made under such agreements will be deemed as lowest bidder.
- E. **Professional and Consulting Services.** All contracts for professional or consulting services shall be evidenced by a written agreement which shall specify the services to be performed, the time period during which such services will be performed, the amount and form or method of compensation (e.g., retainer, expense reimbursement, direct cost, hourly or fixed fee, etc.), the method of cancellation or termination, remedies for non-performance, identify ownership of the product, and contain other standard contract language. These contracts are still subject to the requirements of Section A. All other requirements of this Exhibit "E" shall apply to these contracts.