

TO: ALL COUNTY PERSONNEL

**FROM: VERDENIA C. BAKER
COUNTY ADMINISTRATOR**

PREPARED BY: PROCUREMENT DEPARTMENT

SUBJECT: PROCUREMENT POLICY AND PROCEDURES

PPM #: CW-L-008

ISSUE DATE
January 29, 2025

EFFECTIVE DATE
November 16, 2024

PURPOSE:

To establish general policies and procedures relating to the County’s procurement of non-construction related and non-exempt goods and services.

UPDATES:

Future updates to this PPM are the responsibility of the Director of Procurement.

AUTHORITY:

- Palm Beach County Code, Chapter 2, Article III, Sections 2-51 through 2-63, as may be amended (“County Procurement Code”)
- Palm Beach County Code, Chapter 2 Article III, Sections 2-80.20 through 2-80.30, Palm Beach County Code, as may be amended, (“County Office of Equal Business Opportunity Code”)
- Palm Beach County Code, Chapter 2 Article III, Sections 2-80.41 through 2-80.48, Palm Beach County Code, as may be amended, (“County Local Preference”)
- PPM # CW-O-043, as may be amended, (“Small/Minority/Women Business Enterprise (S/M/WBE) Utilization for the Procurement of Goods and Services, Including Construction Related Goods and Professional Services”)

DEFINITIONS:

For Definitions, see Attachment A.

POLICY:

It is the County’s policy to provide fair and open competition among all persons desiring to do business with the County in a manner that reduces the appearance and opportunity for

favoritism, and inspires public confidence that contracts are awarded in an equitable manner. It is also the County's policy to provide, encourage, and promote fair and equitable treatment for all persons desiring to do business and who currently do business with the County, and to obtain goods and services of satisfactory quality and quantity at a reasonable cost.

Notwithstanding the above, all goods and services purchased or reimbursed with federal monies shall be procured in accordance with PPM CW-L-049, Procurement of All Non-Construction Related Goods or Services Purchased or Reimbursed with Federal Funds.

PROCEDURES:

I. IDENTIFYING THE NEED

The User County Department has the primary responsibility of identifying its procurement need(s).

A. The User County Department shall determine:

1. What good or service is required;
2. When the good or service is required;
3. How often the good or service will be required;
4. The estimated cost of the good or service;
5. The source of funding for the good or service; (If federal funds are to be utilized, the User County Department shall provide the Procurement Department will all applicable federal requirements (i.e., representations and certifications, regulations, etc.) to be included in the solicitation.)
6. If the good or service is exempt from the Procurement Code, which may require review and approval from the Procurement Director, as defined by the Procurement Code, Section 2-51 (f) (1);
7. If the good or service is available from the warehouse –
If yes, a stock requisition is used;
8. If the good or service is available from an existing term contract -
If yes, a Delivery Order (DO) is used;
9. If the cost of the good or service is under \$10, 000 and NOT available from an existing term contract - *If yes, a Decentralized Purchase Order (DPO) is used;*

10. If the good or service is required to be approved by a Resource Manager -
If yes, the Resource Manager must review the request and approve it prior to submitting it to the Procurement Department;
11. If the good or service will be needed repetitively - *If yes, a term contract is appropriate;*
12. If the award of the good or service is dependent solely upon price - *If yes, an IFB or an RFQ is utilized;* and
13. If the award of the good or service is dependent upon established criteria which may include, but not be limited to, price – *If yes, an ITN, RFP or an RFS is utilized;*

B. Requisition Development.

1. At a minimum, the User County Department must complete the following before submitting a Requisition into the Advantage Financial ERP System:
 - a. Provide complete description of the good or service being requested
 - b. Provide complete, correct and updated manufacturer information, including part numbers
 - c. Provide a correct unit of measure
 - d. Provide correct procurement codes and CMA or KMA number, when applicable.
2. The User County Department must enter the Requisition into the Advantage Financial System **AT THE TIME** the supporting documentation has been forwarded to the Procurement Department. The Procurement Department will not begin working on a procurement until the Requisition for same has been received via the Advantage Financial System, with supporting documentation, including but not limited to the procurement checklist(s)

II. PROCESSES & PROCEDURES

- A. The Procurement Code governs the procurement of all construction and goods and services, including those goods and services that are revenue

generating.

- B. Construction related procurements - With the exception of resolving protests, the authority for construction related procurements is delegated under the Procurement Code to the following County Departments:
1. Engineering and Public Works (EPW)
 2. Water Utilities (WUD)
 3. Airports (DOA)
 4. Facilities Development and Operations (FDO)
 5. Environmental Resources Management (ERM)
- C. Exemptions to the Procurement Code - The Procurement Code does not apply to procurements listed as exempt in Section 2-51(f) of the Procurement Code; however, all exempt purchases shall, where possible, be competitively procured. The County's Affirmative Procurement Initiatives ("APIs") for small, minority and women-owned business enterprises ("S/M/WBE") and the Local Preference should be considered by User County Departments when making exempt purchases. Exempt purchases shall be made by written contract between the vendor and the Board of County Commissioners ("BCC") or an authorized designee; by direct payment in accordance with PPM #CW-L-035; or by purchase order. Each User County Department shall retain quotations obtained in reference to the exempt purchase(s), in accordance with the Florida Records Retention Laws.
- D. Authority of the Procurement Director - The Procurement Director may:
1. Execute any term contract, purchase order, or exempt contract on behalf of the County in an amount less than \$300,000.00 (per year) and for a duration not to exceed five (5) years;
 2. Authorize one-time increase of demand or usage up to 10% or less to the authorized expenditure amount of a BCC approved contract or a contract within the signatory authority and previously approved by the Director of Procurement whereby the new total amount of the contract does not exceed \$300,000 per annum;
 3. Authorize one-time increase of demand or usage up to 15% with the County Administrator's approval to the authorized expenditure amount of a BCC approved contract or a contract within the signatory authority and previously approved by the Director of Procurement whereby the new total amount of the contract does not exceed \$300,000 per annum;
 4. For contracts executed and approved by the BCC, the Director of Procurement may authorize decreases or increases to the authorized

revenue or expenditure amount(s) of a satisfactorily performing contract, including exempt and/or alternate source contracts, for increased demand or usage up to ten percent (10%) and with the Administrator's approval up to fifteen percent (15%); except that increases of more than fifteen percent (15%) to authorized expenditure amounts which have reached or exceeded three hundred thousand dollars (\$300,000) but are less than five hundred thousand dollars (\$500,000) per annum must be approved by the Contract Review Committee. After Contract Review Committee approval of an increased authorized expenditure amount, the Director of Procurement may authorize additional increases of up to ten percent (10%) and with the Administrator's approval up to fifteen percent (15%) of the increased authorized expenditure amount. Any individual increase to a Board approved contract that is equal to or exceeds \$500,000 must be approved by the Board.

5. Approve extensions of delivery dates and performance time on contracts up to a maximum of six (6) months for term contracts, including exempt and/or alternate source contracts. After Board approval of an extension of delivery dates or performance time, the Director of Procurement may authorize additional delivery dates or performance time extensions up to six (6) months. Further, changes to the Contract, including exempt and/or alternate source contracts, may be made by the Director of Procurement if considered minor or non-material in nature;
6. Terminate non-construction contracts, including exempt contracts, of any amount in accordance with the terms and conditions of the contract and in consultation with the County Attorney's Office ("CAO"), with the County Administration review and approval;
7. Submit to the Board, as a receive and file item, a list of contracts terminated, at least on a quarterly basis;
8. In consultation with the Director of Facilities Development and Operations, calculate and publish every 3 years an adjustment to the contract approval authority of \$300,000 based on the Engineering News Record's Building Cost Index;
9. Assist County Departments with the review and approval of internal PPMs regarding exempt purchases; and
10. Administer and manage a procurement/purchasing ("Pcard") program for County Departments' usage;

- E. Resource Manager - Requests for the following procurements must be reviewed and approved by the appropriate Resource Manager prior to submitting the request to the Procurement Department. This will ensure that the requested good or service meets established County standards:
1. **FDO** - moving services, furniture, storage space (rental/purchase/lease), and law enforcement services
 2. **FDO/ELECTRONIC SERVICES DIVISION** - radio, audio, video, fire, security systems and background checks
 3. **FDO/FLEET MANAGEMENT** - vehicle purchases
 4. **FDO/PREM** - appraisal services
 5. **PUBLIC AFFAIRS** - color copiers, printing services, video services, promotional items, stationery paper
 6. **ISS** - computer and telecommunications related goods and services
 7. **RISK MANAGEMENT** - insurance and occupational health related goods and services
 8. **PROCUREMENT/WAREHOUSE** – non-stationery paper products
- F. Authority of the BCC - All contracts valued at \$300,000 or more shall be approved by the BCC. The Procurement Director shall place said contracts on the BCC Agenda or Procurement’s contract list for consideration during a regularly scheduled meeting or workshop.
- G. Alternate Source Selection - Alternate Source Selections have procurement processes that are different from an ITN, RFP, RFS, IFB or RFQ.
1. Small purchases - Any purchase for an amount over the Decentralized Purchase Order Amount and less than the Mandatory Bid or Proposal Amount shall be made in accordance with policies and procedures promulgated by the Procurement Department utilizing an RFQ or an RFS or other such procurement method authorized herein or in said policies and procedures. However, the Director of Procurement has the sole discretion to utilize the IFB, ITN , RPQ or the RFP processes if the procurement is complex or for other sound reason, even though the specific good or service is budgeted less than the Mandatory Bid or Proposal Amount.

2. Sole-source purchase - Where there is **only** one (1) good or service that meets an essential requirement of the User County Department, as determined by a reasonable and thorough analysis of the marketplace, and it is available from **only** one (1) source. A competitive process will not be conducted. In summary, the following is required:
 - a. A requisition within the ERP/Advantage system is required. Additionally, written documentation, signed by the Director of the User County Department justifying why the requested good or service is the **only** one (1) that will meet the Department's specific need;
 - b. Written documentation from the vendor/supplier stating that they are the **only** source of supply for the requested good or service. If the supplier is not the manufacturer, additional written documentation must be provided in which the manufacturer attests that the vendor is their sole supplier for the requested good or service;
 - c. Procurement will post a Notice of Intent to Designate a Sole Source for ten (10) business days, for goods and services NOT the subject of a Request for Information ("RFI") within the preceding six (6) months;
 - d. Written approval from the Procurement Director is required demonstrating approval of the requested sole source. This documentation **MUST** be completed, prior to the User County Department moving forward with the vendor;
 - e. The sole source may remain in place for up to five (5) years, after approval;
 - f. Annually, the User Department shall obtain new written documentation from the sole source vendor attesting the original conditions still exist; and
 - g. The User Department is responsible for monitoring the marketplace during the term of the sole source contract to ensure the goods and services are still a sole source.
 - h. Procedure for User County Departments:
 - (1) Establishment of a sole source procurement:

(a) The User County Department shall obtain written sole source justification/documentation from the vendor/manufacturer. This information must clearly establish that the vendor is a sole source provider for the goods or services sought.

(b) Upon receipt of the sole source justification/documentation from the User County Department, Procurement's Buying staff shall post a Notice of Intent to Designate a Sole Source for ten (10) business days, for goods and services sought, which WERE NOT subject to a Request for Information ("RFI") within the preceding six (6) months. Vendors shall have up to ten (10) business days after posting of the Notice to submit written explanation or other documentation contesting that proposed designation as a Sole Source. The Director of Procurement or designee shall consider such submittals and notify all submitting vendors of the decision whether the procurement will be designated as a Sole Source, which decision shall not be subject to objection, protest, or appeal under the Procurement Code.

i. If no vendor responses are received, the Procurement Director shall continue the review and approval of the Sole source, utilizing a Form B.

Once receipt of the Procurement Director's approval of a sole source, Purchasing staff shall submit the County's terms and conditions to the Vendor for review.

(2) If the Sole Source Provider ACCEPTS the County's standard terms and conditions (i.e., boilerplate) and does not provide its own terms and conditions to the Procurement Department:

(a) Procurement's Buyer staff assemble the

contract and send it directly to the Sole Source Provider for signature. Any contract sent to a Sole Source Provider electronically **MUST** be in pdf format.

The Sole Source Provider shall return the executed contract to the Procurement Buying staff.

- (b) Once legal review, if applicable, is complete and all necessary signatures are obtained, the contract shall be processed for final approval and signature.
- (3) If, the Vendor does **NOT** accept the County's standard terms and conditions (i.e., boilerplate) and provides its own terms and conditions:
- (a) Upon receipt of the Sole Source Provider's terms and conditions, the Procurement Department shall submit these terms to the User County Department for review. If they are *not* acceptable, the User County Department must work with the Sole Source Provider to arrive at acceptable terms and conditions. The User County Department shall involve the CAO for assistance when terms and conditions submitted by the Sole Source Provider are different from the County's standard terms and conditions. The User County Department is to work with the CAO until a mutually acceptable agreement is reached between the User County Department and the Sole Source Provider. Once finalized, the agreed upon terms and conditions and the proposal/scope of work/specifications are submitted to the Procurement Buying staff, with the CAO's written approval of the negotiated terms and conditions.
 - (b) Insurance: The Procurement and Risk Management Departments have developed a process for resolving insurance related issues pertaining to sole source contracts. If insurance *is an issue*, the User County Department should contact Risk Management

as soon as possible. The User Department shall submit all approvals for insurance to the Buying staff for the procurement file.

- (c) The Procurement Buying staff shall assemble the contract and send it to the Sole Source Provider for final signature. Any contract sent to a Sole Source Provider electronically **MUST** be in pdf format.
 - (d) Once signed by the vendor, the Buyer will forward the contract to the CAO for review, signature, and approval as to legal form and sufficiency. Upon signature of the Sole Source Provider and the Assistant County Attorney, the Buyer will process the contract for final County approval.
- 3. Proprietary Purchase - Where there is **only** one (1) good or service that meets an essential requirement of the User County Department, as determined by a reasonable and thorough analysis of the marketplace; however, the good or service is available from **more** than one (1) source. A competitive process shall be conducted based on the proprietary specification. The following is required:
 - a. Written documentation, signed by the Director of the User County Department justifying why the requested good or service is the **only** one (1) good or service that will meet the Department's specific need; and
 - b. Verification that there is more than one (1) potential vendor that can provide the good or service.
 - c. Procurement Buying staff will complete market research to verify the information and submit for the Procurement Director's review and approval.
- 4. Emergency Purchase - An emergency purchase is a procurement made in response to a need when the delay incident to complying with all governing rules, regulations or procedures would be detrimental to the interests, health, safety, or welfare of the County. A contract for an emergency purchase is generally necessary when the need for the good(s) or service(s) is imminent and time does not allow for a solicitation to be conducted. A confirming order is utilized when, due to the nature of the emergency, it was necessary for the User County Department to immediately procure the good(s) or service(s), and the

only work that needs to be done is the processing of the invoice for payment via a purchase order.

- a. The Director of the User County Department must submit written verification of the emergency to the Procurement Director. The Procurement Director may authorize emergency purchases under \$300,000. Emergency purchases of \$300,000 or more shall be approved by the BCC or, in the event of exigent circumstances, approved by the Procurement Director and then ratified by the BCC.
 - b. If the Request for an emergency purchase is not considered by the Procurement Director to be based upon an emergency (i.e., created by lack of planning by the User County Department), then the request may be forwarded to County Administration for approval prior to issuing the purchase order or contract.
 - c. To ensure effective future strategic planning for purchases occurs, including contingencies for emergencies, the User Department and Procurement Buying staff shall work collaboratively to identify cooperative or piggyback contracts or complete newly solicited bid(s) to better manage future emergency purchases/contracts.
5. Piggyback Purchases - Notwithstanding any requirements of the Procurement Code, the purchase of goods or services under contract with a federal, state or municipal government or any other governmental agency, political subdivision, or government-related association, may be piggybacked or purchased off contracts of other entities providing that:
- a. The County Department, in consultation with the Director of Procurement, has determined that the piggyback purchase is deemed advantageous to the County;
 - b. The contractor (i) extends the terms and conditions specified in the originating contract to the County and the County accepts the terms and conditions specified; and (ii) in the event the County requires additional contract language, the vendor agrees to such additional County terms and conditions;
 - c. The goods or services available under the originating contract meet the County's needs and specifications;
 - d. The specifications of the goods or scope of services being

purchased from the originating contract do not substantially differ from the specifications or scope in the originating contract;

- e. For originating contracts not procured by cooperatives or which are not indefinite quantity contracts, the Director of Procurement, in consultation with the CAO, will determine whether the quantity needed by the County can be purchased under the originating contract;
- f. The Procurement and County Department determines and documents that the impact to local vendors is minimally negative or is a benefit to the County that positively outweighs any negative impact to local vendors;
- g. There are no certified S/M/WBE vendors, with capacity, that can provide the service as required, and to the extent required by the County Department; and
- h. The originating entity utilized a competitive process similar to the County's, as determined by the Director of Procurement. However, this provision is not applicable to contracts procured or solicited by the State of Florida or the Florida Sheriff's Association or the U.S. General Services Administration (GSA Schedules).
- i. Documentation from the Procurement Department determining that the originating entity utilized a competitive process similar to the County's. The Procurement Buying staff will utilize an addendum requiring the County's terms and conditions, which is reviewed and approved by the CAO.

The User County Department must review and approve the usage of the originating piggyback contract and provide the documentation requested in the above paragraphs to the Procurement Department. Procurement Buying staff must obtain the review and approval of the contract, solicitation and addendum from the County's Attorney office. Upon approval, the Procurement staff shall complete the process by either obtaining the required contract signatures, BCC approval or delegated signature authority from the Procurement Director.

- 6. Cooperative Purchases - The County may participate in, sponsor, conduct, or administer a cooperative purchase with other governmental entities for the procurement of goods or services. In this instance, the County would join one (1) or more entities that share the same requirement and combine their estimated usages with a

common goal to achieve the best price based on economies of scale.

7. Direct Purchases - In the event that **no** bids are received, and that **no** significant alterations in the specifications, qualifications, or terms and conditions can be made to encourage competition, the Procurement Director may directly purchase the goods or services from any qualified vendor that is able to meet the original bid specifications.
8. Prequalification of Vendors - Prospective vendors may be pre-qualified for specified types of goods or services when deemed advantageous to the County regardless of whether the amount of each order for a good or service will be above or below the County's Mandatory Bid or Proposal Amount; however, projects over the Mandatory Bid or Proposal Amount must be advertised on the County's vendor self-service website.
9. Items for Resale - All applicable User County Departments, working jointly with the Procurement Department, shall implement policies and procedures regarding the procurement of items for resale. The User County Department, with Procurement staff review and approval, shall conduct a thorough market research analysis of the available items for resale in order to determine the specific types of goods to be procured. A marketing analysis shall not result in the purchase of goods without a competitive or alternate source selection process conducted by the Procurement Department.
10. Sales tax recovery program for construction-related purchases – A purchase order for the procurement of a good or service that is included in a capital improvement project may be approved by the Procurement Director or by the Director of the appropriate Construction Department in accordance with the County's sales tax recovery program.
11. Informal Competitive Solicitation Process - Solicitations for goods or services valued at less than the Mandatory Bid or Proposal Amount shall be made in accordance with policies and procedures established by the Procurement Department for Requests for Quotes and Requests for Submittals. However, the Director of Procurement has the sole discretion to utilize the IFB process or the RFP process or ITN process if the procurement is complex or for other sound reason, even though the specific good or service is budgeted less than the Mandatory Bid or Proposal Amount.

III. SPECIFICATIONS/SCOPE OF WORK

- A. Elements of a Good Specification/Scope of Work:
1. Identifies minimum requirements in a clear and concise manner;
 2. Requirements are based upon a justifiable County need - not upon a preference or bias;
 3. Allows for a competitive solicitation;
 4. Are measurable in order to ensure compliance; and
 5. May include regularly scheduled reporting requirement(s) from the vendor.
- B. Types of Specifications/Scope of Work:
1. Design Specification/Scope of Work - Usually used in construction (i.e. buildings, bridges, etc.) and tells the vendor how the product/project is to be manufactured/built. Design specifications/scope of work are restrictive by nature and limit competition.
 2. Performance or Functional Specification/Scope of Work - Defines levels of performance without detailing how and what will be used to accomplish the end result. Performance specifications/scopes of work allow for maximum competition.
 3. Combination Specification/Scope of Work (design/ performance) - Defines levels of performance in addition to specific design features.
 4. Brand Name or Equal Specification/Scope of Work - Used when specifications of a specific brand or its equivalent are required. Brand Name or Equal Specifications/Scopes of Work allow for full and open competition. Prior to writing the specification/scope of work, the User County Department, working jointly with Procurement staff, is encouraged to research, for comparison purposes, two (2) or three (3) acceptable products so as not to be restrictive in its specifications.
- C. Specification/Scope of Work Responsibilities:
1. User County Department staff shall:
 - a. Write specifications/scopes of work
 - b. Submit specifications/scopes of work to Resource Manager, EBO Goal Setting Committee, if required, Procurement Department in a timely manner to ensure timely solicitation

of the awarded bid or contract, so to avoid possible gaps in services.

2. Resource Manager shall:
 - a. Ensure that specifications/scopes of work are within the approved County standards for that particular good or service.
 - b. Submit approval of specifications/scopes of work in a timely manner.
3. Procurement Department staff shall:
 - a. Ensure that specifications/scopes of work are open and competitive.
 - b. Resolve issues raised by prospective bidders/proposers regarding flawed or restrictive specifications/scopes of work.

IV. SBE and Local Preferences

A. Small Business Enterprise

1. The SBE program ensures that those SBEs certified by the OEBO have the maximum opportunity to participate in the County's purchasing processes.
2. Generally, in the case of IFBs and RFQs, a responsive, responsible certified SBE meeting or exceeding the established goal shall supplant the non-SBE bidder as long as the SBE bid does not exceed the low bid amount by 10%.
3. Generally, in the case of RFPs, ITNs and RFSs, certified SBE's shall be eligible to receive points, not to exceed 15% of the total number of possible points awarded, for SBE participation, as determined by the Goal Setting Committee.
4. The OEBO is responsible for reviewing all IFB and RFP responses as to compliance with SBE requirements. Award recommendations cannot be finalized until this evaluation is received and considered.
5. The OEBO Department is responsible for reviewing all RFQ and RFS responses with regard to compliance with SBE requirements.

Award recommendations cannot be finalized until this evaluation is completed.

6. The OEBO Department may be responsible for reviewing quote responses to Requests for Prequalification solicitations as to compliance with SBE requirements. Award recommendations cannot be finalized until this evaluation is complete.
7. The SBE Preference takes precedence over the Local Preference and the Glades Local Preference.

B. Local Preference (“LP”)

1. The Local Preference Code applies to procurements equal to or greater than \$10,000.
2. A preference is given to bidders/proposers who have a permanent place of business in Palm Beach County prior to the County’s issuance of a solicitation for the purchase of goods or services. Please refer to the Local Preference Code for specific details.
3. In the case of an IFB or an RFQ, a responsive, responsible local bidder who meets the above referenced requirements shall supplant the non-local bidder as long as the local vendor's bid does not exceed the low bid amount by 5%.
4. In the case of an RFP, ITN or an RFS, local vendors shall be eligible to receive points, not to exceed 5%of the total number of possible points awarded), which will be set forth in the RFP or RFS as an evaluation/scoring criteria entitled “business location”.
5. Glades Local Preference: A Glades Local Preference is given to Glades businesses responding to County solicitations for goods and services that are specifically utilized for County projects in the Glades. This Preference is administered according to the information set forth in sub-paragraphs 1. through 4. hereinabove.

V. PROTEST PROCESS

- A. Right to protest – As stated within the Procurement Code, Section 2-55, any actual or prospective bidder or proposer who is aggrieved in connection with a pending award of an IFB, RFP or an ITN may submit a written protest to the Procurement Director within five (5) business days of the posting of the notice of award recommendation. *The procurement in dispute is stayed and no award will be made until the Protest is resolved.*

- B. The protest shall be in writing and shall identify the protestor and the solicitation, shall include a factual summary of the basis of the protest and shall include a protest bond in the amount of: 1) one thousand five hundred dollars (\$1,500) for solicitations less than one million dollars (\$1,000,000); 2) three thousand dollars (\$3,000) for solicitations one million dollars (\$1,000,000) to less than five million dollars (\$5,000,000) or 3) five thousand dollars (\$5,000) for solicitations five million dollars (\$5,000,000) or greater, which bond shall be remitted in the form of a money order, a certified check, a cashier's check, or a bank check payable to Palm Beach County.
- C. A protest is considered filed when it is received and date/time stamped by the Department of Procurement. The date/time stamp of the Procurement Department shall control when determining whether the protest was received by the Director of Procurement within the time frame specified for the notice of protest. Neither the Director of Procurement nor a special master shall consider any issue not submitted in writing within the time frame specified for the notice of protest.
- D. The Procurement Director shall review the written protest and will either uphold or deny the protest. The Office of EBO will be involved in the protest when the protestor is a certified SBE or if the protest involves an SBE issue.
- E. If the protest is denied by the Procurement Director, the protestor may request a hearing before a Special Master. The request for a hearing shall be in writing to the Director of Procurement and must be received by the Director of Procurement within five (5) business days of issuance of the Director of Procurement's determination. The Special Master shall make a determination with regard to the protest. During the time, the protestor's bond is held by the Procurement Department, pending the outcome of the Special Master.
- F. If the protestor does not accept the decision of the Special Master, the protestor may appeal the decision to the 15th Judicial Circuit Court.
- G. The protest may be upheld based upon a violation of the provisions of this Procurement/Purchasing Code or of any other County Ordinance, resolution, policy, or procedure, or upon discovery of an irregularity or procedural flaw that is so severe as to render the process invalid. If the upholding of the protest will result in a change of the recommended awardee, a new recommended award shall be posted. If the upholding of the protest will result in a cancellation of the protested solicitation, a recommendation to uphold the protest and cancel the solicitation will be made to the Administrator, who may then direct the cancellation of the solicitation. If the protest is upheld, the Procurement Department shall return the protestor's bond to the protestor.

VI. VENDOR PERFORMANCE

- A. A vendor has failed to perform when a specification, term, or condition of the contract has not been met. In this case, the User County Department must:
1. Notify the vendor's contact person of the failure or infraction;
 2. Document the vendor's failure or infraction when noticed;
 3. Timely notify the Procurement Department and complete a Vendor Performance Report (<https://pbcportal.pbcgov.org/purchasing/Procurement/Forms/FormsandInformation.aspx>).
The User County Department should advise the Procurement Department of the vendor performance problem well in advance of requesting termination of that vendor's contract.
 4. Be aware of the termination clause in the contracting document - the vendor is typically given ten (10) days to cure a default; and
 5. Consider suspension or debarment of vendor. Upon receipt of the Vendor Performance Report and supporting documentation, the Procurement Department will, in a timely manner, contact the vendor in an effort to resolve the non-performance issue(s). The User County Department will be kept informed of all activity conducted by the Procurement Department with regard to the Vendor Performance Report.
- B. The administration and monitoring of all procurement contracts is the sole responsibility of the User County Department. For satisfactory vendor performance, communication between the User County Department, the vendor, and the Procurement Department is of the utmost importance.

VII. CONTRACT CLOSEOUT

- A. The User County Department shall adhere to the terms and conditions, as noted within the County's standard terms and conditions related to contract closeout. The language is as follows:

Contractor shall submit any pending invoice(s) and/or report(s), along with any required documents, to the County within forty-five (45) business days after the termination or expiration of the contract in order to close-out the contract ("Closeout Period"). These invoice(s) and/or report(s), including but not limited to vendor performance report(s), shall reflect work required and completed during the contract term. The County shall deem invoices

received during and prior to the expiration of the Closeout Period as final billing for goods and services provided under the contract. Contractor's failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the County's discretion to make the final determination whether payment may be made to Contractor after the expiration or termination of the contract.

It is the responsibility of the User County Department to ensure timely payments, receipt of all required documents/reports pertaining to the contract, up to forty-five (45) days after the contract expiration date.



VERDENIA C. BAKER
COUNTY ADMINISTRATOR

Supersession History:

1. PPM# CW-L-008, effective 07/01/1988
2. PPM# CW-L-008, effective 02/08/1994
3. PPM# CW-L-008, effective 10/30/1998
4. PPM# CW-L-008, effective 10/01/2006
5. PPM# CW-L-008, effective 06/15/2009
6. PPM# CW-L-008, effective 01/22/2015
7. PPM# CW-L-008, effective 03/20/2018

ATTACHMENT A

Centralized Purchase Order (“CPO”) - a contracting method generated from a requisition for a one-time purchase of goods or services and generally established through procurement methods such as an IFB, RFP, RFQ or RFS.

Consultant/Contractor/Supplier/Vendor – a provider of goods and/or services to the County Department(s). These terms may be used interchangeably.

Contract - a binding written agreement, enforceable by law, between two (2) or more parties for the purchase or sale of goods or services. A purchase order is a contract.

Contract Administration - the functions that are performed after all parties have signed a contract. Typical contract administration activities are goal-oriented and are aimed at ensuring compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract. Contract Administration also involves payment for goods and services through the usage of invoice(s).

Contract Review Committee - the committee established by Board Resolution R89-633, as may be amended, the duties and responsibilities of which are set forth in County policies and procedures, as may be amended.

Debarment - the exclusion for cause of a vendor or contractor from responding to any County solicitation or from doing business with the County directly or indirectly.

Decentralized Purchase Order (“DPO”) – a contracting method of procuring purchases valued under \$10,000 issued by the User County Department. A competitive process is encouraged, and Resource Manager approval is required, if applicable. The SBE Preference is applicable to DPOs, and the Local Preference should also be considered when making a small dollar purchase. A DPO cannot be used for goods or services that: are equal to or in excess of \$10,000; available under a term contract; available from the Procurement Warehouse or from Graphics; require pre-payment, unless authorized; or, are repetitive. Further, no purchase shall be artificially divided so as to constitute a small purchase.

Direct Special Payable Purchase Orders (“SPO”) / Exempt Purchase Orders (“EPO”) - a form of purchase order used only for the one time purchase of goods and services exempt from the Procurement Code.

Emergency Purchase - a procurement made in response to a need when the delay incident to complying with all governing rules, regulations, or procedures would be detrimental to the interests, health, safety, or welfare of the County.

Equal Business Opportunity Ordinance - the EBO Ordinance, as adopted by the Board and implemented through the Office of Equal Business Opportunity.

Equal Business Opportunity Program Policies and Procedures - __the EBO PPM, as implemented through the Office of Equal Business Opportunity.

Exempt Purchase - a procurement identified as an exempt purchase in Section 2-51(f)(1) of the Procurement Code.

Goods - any tangible personal property other than services or real property.

Invitation for Bid (“IFB”) - a solicitation used in the formal competitive bid process to solicit sealed bids for the purchase of goods or services that are equal to or greater than the Mandatory Bid or Proposal Amount, \$150,000, where price is the determining factor for award. The specifications for IFBs are detailed and well defined. All IFBs are advertised on the vendor self-service website, specifically Published Solicitations. IFBs are normally used for complex procurements notwithstanding the value, and for all procurements exceeding the Mandatory Bid or Proposal Amount. A formal protest process is available to bidders. Awards are made to the lowest responsive, responsible bidder and within the guidelines established by the County’s EBO and the Local Preference Ordinances.

Invitation to Negotiate (“ITN”) - a formal competitive proposal process to solicit sealed proposals for a good or service that is equal to or greater than the Mandatory Bid or Proposal Amount and where the evaluation is based on established criteria which may include, but is not limited to, price. All ITNs are advertised on the vendor self-service website, specifically under Published Solicitations. After receipt of proposals, the County may short-list one or more responsive proposers to negotiate the best value.

Local Preference Ordinance - an ordinance adopted by the Board that applies a local preference to responses submitted by local vendors to solicitations for construction and non-construction goods and services as defined in Sections 2-80.41 through 2-80.48 of the Palm Beach County Code.

Mandatory Bid or Proposal Amount - all purchases equal to or greater than \$150,000 require a formal competitive bid or proposal process.

Notice of Award Recommendation - a written notice publicly posted, in a designated location(s) or on a designated website, prior to announcing the award of a contract to notify interested parties of the intended award. The protest period shall commence upon posting of the Notice of Award Recommendation.

Posting - an act whereby the County publicly notices, in a designated location(s) or on a designated website, the recommended awardee of an Invitation for Bid, Invitation to Negotiate, or a Request for Proposal.

Procurement or Purchasing (the terms will be used interchangeably throughout this PPM) - purchasing, renting, leasing, or otherwise obtaining any goods or services; includes all functions that pertain to the procurement, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration. Also, procurement encompasses the combined functions of purchasing,

inventory control, traffic and transportation, receiving, inspection, storekeeping, salvage, and disposal operations.

Purchase Order— a contract used to authorize a purchase from a vendor that includes specific goods or services ordered, applicable terms as to payment, discounts, date of performance and transportation; and other factors pertinent to the transaction. A Purchase Order is referred to herein as a Contract, which is generated from a requisition and generally established through procurement methods such as an IFB, ITN, RFP, RFQ, or RFS. The County utilizes various forms of purchase orders, such as Decentralized Purchase Orders (“DPO”), Centralized Purchase Orders (“CPO”), Exempt Purchase Orders (“EPO”), Direct Special Payable Purchase Orders (“SPO”) and Contract Notice Purchase Orders (“KPO”).

Request for Information ("RFI") - a non-binding and non-competitive process used to obtain comments, feedback, information or reactions from potential vendors prior to the County issuing a solicitation.

Generally, exact or specific pricing or cost is not required. Vendor feedback may include best practices, industry standards, licensing requirements, technology matters, etc. The RFI is used to inform the County on what procurement method is needed, if any, and assist the County in determining requirements or specifications for any subsequent solicitation.

Request for Quotation (“RFQ”) - a solicitation used in the informal competitive bid process to solicit quotations for a specific good or service that is less than the Mandatory Bid or Proposal Amount where price is the determining factor. No protest process is available for RFQs. All RFQs are advertised on the vendor self-service website, specifically Published Solicitations. Awards are made to the lowest responsive, responsible quoter and within the guidelines established by the County’s EBO and the Local Preference Ordinance.

Request for Proposal (“RFP”) - a solicitation used in the formal competitive proposal process to solicit sealed proposals for a good or service that is equal to or greater than the Mandatory Bid or Proposal Amount, \$150,000, and where the evaluation is based on established criteria which may include, but is not limited to, price. All RFPs are advertised on the vendor self-service website, specifically Published Solicitations. A formal protest process is available for RFPs. Evaluation of proposals is conducted by a Selection Committee and is based on previously established criteria which may include, but is not limited to, price. Generally, awards are made to a responsive, responsible proposer and within the guidelines established by the County’s EBO and the Local Preference Ordinances.

Request for Submittal (“RFS”) - an informal competitive submittal process for services or goods valued under \$150,000. All RFSs are advertised on the vendor self-service website, specifically under Published Solicitations. No protest process is available for RFSs. Evaluation of an RFS is done by the User County Department and the award is based on previously established criteria which may include, but is not limited to, price. Generally, awards are made to a responsive, responsible respondent and within the guidelines established by the County’s SBE Ordinance and the Local Preference Code.

Resource Manager - the director of a County Department or designee, who has the joint

responsibility with the Procurement Department to monitor and approve the County's procurements of specific commodity groups as specified in the Procurement Department's policies and procedures.

Responsible Bidder, Quoter, Proposer, or Respondent - a bidder, quoter, proposer, or respondent who is fully capable of meeting all the requirements contained in the solicitation.

Responsive Bid, Quote, Proposal, Submittal, or Response - a bid, proposal, submittal, quotation, or response that conforms in all material respects to the solicitation.

Services - the furnishing of labor, time, or effort by a contractor wherein the provisions of goods or other specific end products (other than reports, studies, plans, advisories, contractual documents, or other documents relating to the required performance) is secondary. Construction is a form of services.

Shall - denotes mandatory.

Small/Minority/Women Business Enterprise ("S/M/WBE") - a business as defined in the EBO Ordinance and the EBO PPM.

Sole Source - denotes there is only one (1) good or service that meets the need of the County Department and that good or service is available through only one (1) source as determined by a reasonably thorough analysis of the marketplace.

Specification - the description within a solicitation or contract for the good or service to be provided by a Contractor.

Suspension - the suspending for cause of a Vendor or Contractor from responding to any County solicitation, or from doing any new business with the County, for up to a two-year period.

Scope of Work – a narrative description of a project's goals/agenda. The Scope of Work describes the basic framework within which a vendor is expected to operate, i.e., the work to be performed and/or the results to be achieved. It should include a summary of the statutory, regulatory and programmatic basis of the project.

Term Contract ("CMA"/"KMA") - a contracting method in which delivery times and quantities to be purchased may not be known at the time of contracting. Term contracts may also be awarded for those goods or services requiring fixed fees and fixed time frames. Term contracts can be awarded for a term of up to five (5) years.