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This revision of our Purchasing Manual shall serve as the framework for all procurement activities of the Authority.

The revision was prompted by several purchasing policy and procedure modifications that have occurred since the last revision. The changes reflect our continuing efforts to provide our rate payers with the best possible value in goods and services while making the procurement processes more responsive to all.

The revisions include changes to the Definitions, the addition of the Economic Inclusion Policy and Procedures, enhance the Purchasing System to establish a Centralized Bidder Registration System, the addition of Exhibit Q – S/M/WBE size standards, enhance the RFP/RFQ evaluation criteria scoring, the coin toss process.

This Manual enjoys the approval of our Governing Board and the support of top management.

Accordingly, I request that each of you familiarize yourselves with the contents of this Manual in order that policies of the Authority may be administered properly.

Mark Hammond
Executive Director
DEFINITIONS

Affirmative Procurement Initiatives (API) – refers to various Equal Business Opportunity (EBO) Program tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by Small Business Enterprise (SBE) firms or Minority / Women Business Enterprise (M/WBE) firms, including, but not limited to, bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other EBO Program tools, see, Section 6.4. of this Purchasing Manual).

Authority - Solid Waste Authority of Palm Beach County Best Value Contracting – any method of procurement in which low price is only one factor, but not the determining factor in the awarding of a contract.

Bid Solicitation – generic term referring to either an Invitation for Bid or a Request for Proposal

Board - Governing Board of the Solid Waste Authority

CAC - Citizen's Advisory Committee

CCNA - Consultant's Competitive Negotiation Act.

Centralized Bidder Registration System (CBR) – an electronic system of hardware and software programs by which the Authority requires all prospective respondents and subcontractors that are ready, willing, and able to sell goods or services to the Authority to register. All businesses awarded an Authority contract shall be required to register in the CBR. The CBR System assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the Authority. The CBR-assigned identifiers are also used by the Equal Business Opportunity (“EBO”) Office for measuring relative availability and tracking utilization of S/M/WBE and all other firms at the prime and subcontract levels by industry or commodity codes and for establishing annual Aspirational Goals and contract-by-contract subcontracting goals.

Certification – the process by which the EBO Office determines a firm to be a bona-fide small, minority, and / or women business enterprise. Any firm may apply for multiple certifications that cover each and every status category e.g., SBE, MBE, or Women Business Enterprise (“WBE”) for which it is able to satisfy eligibility standards. The EBO Office may contract these services to a regional certification agency or other entity. For purposes of certification, the Authority may
accept any firm that is certified by local government entities and other organizations identified herein that have adopted certification standards and procedures similar to those followed by the EBO, provided the prospective firm satisfies the eligibility requirements set forth in the Purchasing Manual, Section 6.4.

**Commercially Useful Function** – a Small, Minority, and/or Women Business Enterprise (S/M/WBE) firm performs a Commercially Useful Function when it is responsible for execution of the work of the Authority’s contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, and that are a subset of the broader scope of work that is the subject matter of the goods and services that are being purchased by the Authority under the terms of the prime contract. The S/M/WBE firm must also be responsible for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed.

**Contract** - broad definition: all types of agreements, regardless of what they may be called (purchase orders, agreements, etc.), for the procurement of goods and services; narrow definition: a written agreement signed by all parties for the procurement of professional services or construction. Narrow definition word will be capitalized.

**Contract Request** - a requisition for the procurement of professional services or construction.

**Consultant Services Authorization (CSA)** - an agreement that authorizes a specific scope of work under a Master (Continuing) Contract or Agreement. It references and is governed by the terms and conditions of the Master Contract or Agreement.

**Control** – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business, and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.
**Evaluation Preference** – an API that may be applied by the EBO Office to construction, professional services, other contractual services, trade services, and commodities contracts that are to be awarded on a basis that includes factors other than lowest price and wherein responses that are submitted to the Authority by S/M/WBE firms may be awarded additional points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime respondents.

**Good Faith Efforts** – documentation of the Respondent’s intent to comply with EBO Program Goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Respondent’s commitment to comply with SBE or M/WBE Goals as established by the EBO Office for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE firms or M/WBE firms listed in the EBO Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor’s posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors).

**Graduation** – an S/M/WBE firm permanently graduates from the Authority’s S/M/WBE program when it meets the criteria for graduation set forth in this EBO Program. A firm’s graduation or temporary suspension from participation as an S/M/WBE firm in the EBO Program does not necessarily affect its eligibility to be recertified and to participate in the Authority’s EBO policy as an S/M/WBE. Graduated S/M/WBE firms shall be eligible to apply for S/M/WBE recertification following the expiration of the two-year period immediately following graduation. Such application for S/M/WBE re-certification shall only be granted on condition that the graduated S/M/WBE firm presents documentation as required by the EBO Office that establishes that the S/M/WBE firm’s annual revenues and number of employees have fallen below the small business size standards for the relevant industry as reflected in Exhibit Q of this Purchasing Manual for two consecutive years following the initial post-graduation period. An S/M/WBE firm permanently graduates from the EBO when it meets the criteria for graduation as set forth in In Section 6.4 and Exhibit Q of this Purchasing Manual for a second time. However, a graduated M/WBE firm may continue to participate in, and benefit from, other race-neutral, non-industry-specific remedies of the EBO policy as described in Section ___ of this Policy.
ILA - interlocal agreement; agreement between government entities.

Independently Owned and Operated - ownership of an SBE or M/WBE firm must be direct, independent, and by Individuals only. A SBE or M/WBE cannot be the subsidiary of another firm that does not itself (and in combination with the certified SBE or M/WBE firm) satisfy the eligibility requirements for SBE or M/WBE Certification.

Individual - an adult person that is of legal majority age.

Joint Venture Incentives – an Affirmative Procurement Initiative (“API”) that provides inducements for non-Small Minority or Women Business Enterprise (S/M/WBE) firms to collaborate with S/M/WBE partners in responses to solicitations and performing a Prime Contract to supply commodities to, or to perform Construction, Professional, or Other Services on behalf of the Authority. Joint ventures are established by written agreements between two or more Independently Owned and Controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture. Incentives under this API may include Evaluation Preferences that are tied to the percentage of SBE or M/WBE participation in the joint venture, and extra contract option years or mobilization fees provided to qualifying joint ventures in certain Construction Services, Professional Services, Other Services, Trade Services, and Commodities contracts.

Master Contract or Agreement - also known as Continuing Contract or Agreement. A written agreement of several years’ duration which provides for the use of CSA’s to authorize specific scopes of work as the need arises.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing, and able to sell goods or services that are purchased by the Authority. To qualify as an MBE, the enterprise’s annual revenues and number of employees shall be no greater than the business size standards for its industry as specified in Exhibit Q of this Purchasing Manual, and the MBE shall meet the Significant Business Presence requirements as defined herein. In order to be eligible for participation in S/M/WBE APIs, the M/WBE firm shall be currently certified as being in compliance with the size standards as reflected in Exhibit Q, and as having satisfied all eligibility requirements to participate in the EBO Program. Unless otherwise stated, the term MBE as used in this Program is not inclusive of women-owned business enterprises (WBE).
**Minority Group Members** – African-Americans, Hispanic Americans, Asian-Pacific Americans, and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

- **African-Americans:** Persons with origins in any of the black racial groups of Africa.
- **Hispanic-Americans:** Persons of Mexican, Puerto Rican, Cuban, Spanish, or Central and South American origin.
- **Asian-Pacific Americans:** Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.
- **Native Americans:** Persons having no less than one-sixteenth (1/16th) percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

**Minority/Women Business Enterprise (M/WBE)** – a firm that is certified as either a minority business enterprise or as a women business enterprise for purposes of the Economic Inclusion Policy and EBO Program as being at least fifty-one percent (51%) owned, managed, and controlled by minority group members and/or women of legal majority age that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by the SWA, and that meets the Significant Business Presence requirements as defined herein. In order to be eligible for participation in S/M/WBE APIs, the M/WBE firm shall be currently certified as being in compliance with the size standards as reflected in Exhibit Q, and as having satisfied all eligibility requirements to participate in the EBO Program. Unless otherwise stated, the term MBE as used in this Program is not inclusive of women-owned business enterprises (WBE).

**M/WBE Segmented Subcontracting Goals** – the application of multiple goals for M/WBE participation within annual Aspirational Goals or for M/WBE subcontracting goals on an individual Authority contract wherein an overall aggregated M/WBE goal is accompanied by subsets of one or more smaller goals. Such segmented goals specifically target the participation of a particular segment of business enterprises owned and controlled by WBEs or certain Minority Group Members (e.g., African-Americans or Hispanic-Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group member categories of M/WBEs. The application of Segmented M/WBE goals is intended to ensure that those segments of M/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance.

**Personal Services Agreement (PSA)** - an agreement for professional services valid up to $25,000 per vendor per fiscal year. It is a short form of a Contract with simplified standard terms and conditions.
**Points** – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some construction, professional services, other services, and commodities contracts (e.g., 15 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals.)

**Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the Authority for purposes of providing goods or services to the Authority.

**Professional services** - the services of attorneys, consultants, engineers, architects, appraisers, etc.

**Purchasing Services** - the Authority's purchasing department.

**Purchasing Requisition** - a requisition for the procurement of goods or trade services.

**Race-Conscious (R/C)** – any business classification or API wherein the race or gender of business owners is taken into consideration (e.g., references to M/WBE programs and APIs that are listed herein under the heading of “Race-Conscious”).

**Race-Neutral (R/N)** – any business classification or API wherein the race or gender of business owners is not taken into consideration (e.g., references to SBE programs and APIs that are listed herein under the heading of “Race-Neutral”).

**Relevant Marketplace** – the geographic market area affecting the EBO Program as determined for purposes of collecting data for the 2017 Disparity Study, and for determining eligibility for participation under various programs established by this Policy, is defined as Palm Beach County.

**Requestor** or **Originating Department** - person or unit requesting item to be purchased.

**Responsive Bidder** or **Offeror** - a person/firm that has submitted a bid or proposal which conforms in all material respects to the requirements set forth in the invitation to bid, or request for proposal, including, but not limited to, the requirements and specifications of the EBO Program and Economic Inclusion Policy.

**Responsible Bidder** or **Offeror** - a person/firm with the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, financial responsibility and credit which will assure good faith performance.
**Significant Business Presence** – to qualify for participation as an S/M/WBE firm in the EBO Program, the initial designated street address of the S/M/WBE firm’s principal office as stated in its filings with the Florida Department of State must be located within Palm Beach County, or the firm must have a *significant business presence* for at least one year within Palm Beach County, defined as: an established place of business in Palm Beach County, from which at least 50% of its total full-time, part-time and contract employees are domiciled and regularly based in Palm Beach County, and from which a substantial role in the S/M/WBE’s performance of a Commercially Useful Function on the Authority contract is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

**Small Business Advisory Committee (SBAC)** – an eleven-member citizens committee made up of representatives of trade groups and members of the general business community and appointed by the SWA Board and Executive Director or designee as an advisory group to: (a) assist the Coordinator of the EBO Office or designee, the Executive Director or designee, and the SWA Board in reviewing the continuing policies and programs for vendors, prime contractors, and subcontractors that promote S/M/WBE participation; (b) coordinate activities and actions with the EBO Office, Executive Director, and the Authority Board; and (c) make recommendations to the Coordinator of the EBO Office, the Executive Director or designee, and SWA Board concerning modifications of such policies and programs established pursuant to this Purchasing Manual.

**Small Business Enterprise (SBE)** – a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit that: (1) is independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories; and (2) is currently certified as having annual revenues and/or number of employees that satisfy S/M/WBE size standards on an industry-specific basis (i.e., Construction, Architectural Services, Engineering Services, Professional Services, Commodities, Other Services, and Trade Services) that are reflected in Exhibit Q to this Purchasing Manual; and (3) also satisfies the Significant Business Presence and other eligibility requirements for participation in the EBO Program as defined herein.

**Small/Minority/Women Business Enterprise (S/M/WBE)** – any for-profit business firm that is certified as being either small, minority, and/or women-owned, controlled, and managed.

**Subcontractor** – any vendor or contractor that is providing goods or services to a prime contractor in direct furtherance of the prime contractor’s performance of a defined scope of work or deliverables under a contract or purchase order with the Authority. A copy of the executed binding agreement between the prime contractor and the subcontractor shall be submitted prior to the Authority’s issuance of a notice to proceed to the prime contractor.

**Trade services** - the services of welders, printers, mechanics, janitors, etc.
**Unit** - department, division, section or other subdivision of the Authority.

**Women Business Enterprise (WBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the Economic Inclusion Policy and EBO Program as being at least fifty-one percent (51%) owned, managed, and controlled by one (1) or more non-minority women individuals of legal majority age that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by the SWA, and that meets the Significant Business Presence requirements as defined herein. In order to be eligible for participation in S/M/WBE APIs, the WBE firm shall be currently certified as being in compliance with the size standards as reflected in Exhibit Q, and as having satisfied all eligibility requirements to participate in the EBO Program. Unless otherwise stated, the term WBE as used in this Program is not inclusive of minority-owned business enterprises (MBE).

**Note**: "vendor", "supplier", "firm", "service provider", “company” and "contractor" are used interchangeably.
SECTION 1  AUTHORITY AND RESPONSIBILITY

1.1  Solid Waste Authority Board

The Board, having the authority to acquire personal and real property as granted by Chapter 2001-331, Laws of Florida, as amended, delegated that responsibility to the Executive Director at its regular Board Meeting on April 20, 1988, with certain limitations. The Executive Director was thereby authorized to develop, and amend as necessary, the Purchasing Manual and to execute the purchasing function in accordance with this Manual to the extent of the limitations established by the Board on the above cited date and as these limitations are amended from time to time by the Board.

The Board, at its sole discretion, may suspend all or part of the policies and procedures of this Purchasing Manual.

1.2  Executive Director Limitations

The following transactions shall require the prior approval of the Board:

A.  Commitments which
   1.  are not in compliance with policies in this Purchasing Manual, or
   2.  have not been sufficiently budgeted (refer to the Budget Monitoring & Amendment Procedures section in each Board approved annual Budget), or
   3.  represent contracts of a sensitive nature as determined by the Executive Director or designee.

B.  Amendments to the Executive Director's authority or limitations.

1.3  Executive Director's Authority to Amend or Exempt

The Executive Director may:

A.  Modify this Purchasing Manual in order to increase the effectiveness of its policies and procedures provided that:
   1.  The Manual's competition requirements are not reduced.
   2.  The authority of the Board is not usurped.

   Modifications shall be in writing. Purchasing Services shall prepare a Purchasing Procedure Modification (PPM) for Executive Director's signature.

   Purchasing Services shall distribute approved PPM's to holders of record of the Purchasing Manual. The Manual shall be updated periodically, incorporating accumulated approved PPM's.

B.  Exempt a transaction from the standard processes of this Purchasing Manual if this transaction presents a set of such unusual circumstances as to preclude the successful application of the purchasing policies and procedures prescribed in this Manual and
which transaction, in the Executive Director's judgment, does not warrant Board involvement.

These exemptions shall be in writing. The Requestor shall complete the Executive Director's Exemption Data Sheet (Exhibit C) and submit it to Purchasing Services with the Purchase Requisition or Contract Request. Purchasing Services shall keep a log of exemptions granted and maintain a separate file containing the requesting documents, the resulting contract documents, and the Executive Director's Exemption Data Sheets.

C. The Executive Director shall obtain Board approval for changes to the following policies in this Manual.

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1.4 Purchasing Services Responsibilities

Purchasing Services is responsible for managing the purchasing function by executing the policies approved by the Board and the procedures established by the Executive Director. The major principles, responsibilities, duties and functions include:

A. Develop purchasing objectives and make recommendations for policies and procedures for the acquisition of the best value goods and services. Assure continuity of supply and develop innovative buying techniques.

B. Coordinate purchasing procedures among departments by becoming acquainted with the needs of each, assisting in the preparation of specifications, locating the sources of needed products or services and by providing follow up after delivery. Purchasing Services shall have the responsibility to review the quality, quantity and kind of goods and services requested and to recommend alternatives.

C. Act as the Authority's representative on matters pertaining to purchasing as defined within this Manual and as delegated by the Executive Director.

D. Initiate reports, as necessary, for the analysis of the procurement process.
E. Review specifications for completeness and clarity. Purchasing Services does not, in most instances, determine the requirements for a particular purchase, but shall be responsible for assisting in the preparation of specifications that would result in the acquisition of the best value goods or services.

F. Consolidate purchases of like or common items to obtain the maximum economic benefit and cost savings.

G. Provide assistance with the sale of surplus materials, supplies or equipment.

H. Work with all departments to establish standardization of goods and services, where practical.

I. Promote goodwill and positive public relations between the Authority and its suppliers. Promote full and open competition.

J. Keep informed of current developments in the field of purchasing, prices, market conditions and new products, and secure for the Authority the benefits of research conducted in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations having national recognition and by private businesses and organizations.

K. Maintain this Purchasing Manual. In addition, maintain a Purchasing Services Administrative Binder containing administrative policies pertinent to purchasing.

L. Maintain a vendor registration file. Said registration file shall list goods and services carried, and Small Business Enterprise status.

M. Identify vendors who default their obligations to the Authority and debar such vendors as required. Identify vendors convicted of a public entity crime and act in accordance with Florida Statute 287.133 pertaining to such vendors.

N. Prepare the appropriate procurement documents (bid, request for proposal, purchase order, contract, etc.) after verification of funds.

O. Promote the participation of Small / Minority / Women Business Enterprises in Authority contracting as prescribed by Board policy, including, but not limited to, performance of the duties and responsibilities outlined in Section 6.4 of this Purchasing Manual.

P. Promote the acquisition of recycled/recyclable goods in accordance with Board policy.

Q. Maintain an efficient mailroom and courier function.

R. Maintain audit quality records of all transactions.

S. Develop cooperative purchasing between the Authority and other governmental entities.
T. Require of contractors performing services for the Authority, before work begins, a current valid certificate of insurance with appropriate coverage as determined by Risk Management with the Authority specifically named as having an interest in the certificate.

U. Conduct training sessions to be held for the various Authority units on a periodic basis.

V. Abide by applicable sections of Florida Law.

1.5 Responsibilities of Financial Services and Requestors / Originating Department

A. It is the responsibility of Financial Services to:

1. Verify that the account numbers are appropriate and that sufficient unencumbered funds are available for a transaction.

2. Match receiving document, invoice and contract document to verify that a completed transaction has taken place.

3. Notify any contractor or vendor in writing regarding any and all deficiencies in its payment request or Authority invoice that will prevent prompt processing within five days of the Authority’s receipt of the payment request or invoice. To the extent there is an undisputed portion of the invoice that can be paid, the Authority shall proceed with prompt payment of that portion of the invoice.

4. Make timely payment in the proper amount for goods or services received and accepted. Upon request of the Executive Director, convene a work group to examine and implement methods for streamlining the invoice approval process and for accelerating electronic payments to contractors and vendors in less than thirty days following invoice receipt.

B. It is the responsibility of Requestor / Originating Department to:

1. Submit all procurement requests to Purchasing Services for processing. If the Requestor wishes to pursue another procurement process, such as procurement by an outside party, then the proposal shall be submitted to Purchasing Services for review and concurrence.

2. Allow ample time for Purchasing Services to place the order and for the vendor to deliver.

3. Write a clear and accurate description of goods and services to be purchased.

4. Provide technical specifications approved by the appropriate technical service unit.

5. Inform Purchasing Services of any out of the ordinary requirements in advance, whenever possible.
6. Not obligate the Authority in any manner whatsoever other than as provided in this Manual. Purchases shall be made by Purchasing Services except as otherwise provided in this document or as exempted by the Executive Director. The purchase of goods or services without proper authorization is strictly prohibited. Any such purchase may be cause for disciplinary action as provided in the Personnel Manual.

7. Cooperate with Purchasing Services by reporting, in writing, the results of purchases, either favorable or unfavorable. Originating Departments shall maintain accurate records for each contract awarded, including unsuccessful Respondents, dollar value, the nature of the goods or services to be provided, the name of the vendor or contractor awarded the contract, the efforts it employed to solicit responses from S/M/WBEs, and all subcontracts awarded by the Prime Contractor, identifying for each its dollar value, the nature of the goods or services provided, and the name of the Subcontractor(s). Complaints about vendors are to be reported on the Vendor Complaint Form (Exhibit N).

8. Advise Purchasing Services of known qualified suppliers when bids or quotes are required.

9. Make certain that charges on Purchase Requisitions or Contract Requests are properly coded with valid account numbers.

10. Make certain that funds are available in the proper accounts to support purchases.

11. Ensure equal opportunity for all vendors including Small Minority Women Business Enterprises (S/M/WBEs) through cooperation and collaboration with the Equal Business Opportunity Office as necessary.

12. Be cautious in dealings with salespeople so as not to obligate the Authority without proper authorization. In addition, refrain from expressing preference for any product or service. It is recommended that contact with salespeople be done by Purchasing Services or at least with concurrence by Purchasing Services for any independent efforts by Requestor.

13. Not subdivide any purchase or contract solely to avoid competitive procurement or approval requirements as prescribed in this Purchasing Manual.

14. Not divulge to competitors, prior to award, any quotations, or proprietary information received from vendors or suppliers relative to any item under consideration for procurement in order to afford all quoters an equal and fair opportunity to quote.
15. Give new sources of supply, including Small Business Enterprises, due consideration, to insure that competition and continuity of supply of goods and services are maintained. The Authority shall buy from any vendor who exhibits adequate financial strength, high ethical standards, a record of adhering to specifications, and who maintains delivery promises and gives a full measure of service.

16. Enroll employees who will be responsible for preparing and/or authorizing requisitions in a Purchasing Services training class to learn purchasing procedures and to get acquainted with purchasing staff. This training should occur promptly after the assignment of such responsibility.

17. Route communications/correspondence with suppliers through Purchasing Services if the communications/correspondence will materially affect transactions under Purchasing Services’ responsibility. For example: communications/correspondence that protests a bid, or that may result in a bid addendum, or that may result in a purchase order change or contract amendment. In cases where technical details make it advisable for Purchasing Services to delegate authority to others, Purchasing Services shall receive notices/copies of communications/correspondence subsequently made.
SECTION 2 METHODS OF PROCUREMENT

2.1 Items Exempt from Competition

The following purchases are by their nature exempt from the competition requirements of the Purchasing Manual:

<table>
<thead>
<tr>
<th>Item Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Advertising: radio, newspaper, television and other media, if exclusive area of coverage or other factor(s) preclude competition.</td>
</tr>
<tr>
<td>B.</td>
<td>Purchases from RESPECT (blind and severely handicapped) and PRIDE (prison industries).</td>
</tr>
<tr>
<td>C.</td>
<td>Purchases from governmental entities.</td>
</tr>
<tr>
<td>D.</td>
<td>Utilities (water, electricity, gas, etc.).</td>
</tr>
<tr>
<td>E.</td>
<td>Membership dues and sponsorships.</td>
</tr>
<tr>
<td>F.</td>
<td>Publications (including subscriptions) from publishers or exclusive distributors of such publications.</td>
</tr>
<tr>
<td>G.</td>
<td>Processed media: movies, slides, videos, software, and other; from exclusive processor, producer or exclusive distributor.</td>
</tr>
<tr>
<td>H.</td>
<td>Conference, training, educational services, if purchased from sole providers.</td>
</tr>
<tr>
<td>I.</td>
<td>Fees and fines (payable to governmental entities), and postage.</td>
</tr>
<tr>
<td>J.</td>
<td>Licenses (payable to governmental entities, or for proprietary software).</td>
</tr>
<tr>
<td>K.</td>
<td>Permits (payable to governmental entities).</td>
</tr>
<tr>
<td>L.</td>
<td>Travel expenses from sole source providers.</td>
</tr>
<tr>
<td>M.</td>
<td>Legal services and settlements approved by Executive Director.</td>
</tr>
</tbody>
</table>

**Method of Procurement**

<table>
<thead>
<tr>
<th>Item Type</th>
<th>Procedure</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Requestor shall follow procedure in Section 27, Media Purchases.</td>
</tr>
<tr>
<td>B &amp; C</td>
<td>Requestor shall contact Purchasing Services to determine documentation required.</td>
</tr>
<tr>
<td>D</td>
<td>A Master Requisition shall be prepared by Purchasing Services, see Section 2.7</td>
</tr>
</tbody>
</table>
Requestor shall submit a Check Request to Accounts Payable directly.

2.2 Purchasing Services’ Competition Exemption

The Director Purchasing Services may exempt certain transactions from the competitive requirements of this Manual. This is applicable only to transactions $10,000 and under. This exemption may be granted to transactions that present a set of unusual circumstances that preclude the successful application of the standard purchasing policies and procedures prescribed in this Manual. A Purchasing Services Competition Exemption Data Sheet (Exhibit B) shall be prepared and made part of the transaction file. Exemptions granted under this authority shall be reported to the Board quarterly.

2.3 Check Request

A. Purpose

To request checks directly from Accounts Payable, without the need for Purchasing Services intervention, to pay for transactions that are exempt from competition, and other permitted uses.

B. Use

1. To pay for items exempt from competitive requirements.
   (See Section 2.1).

2. To reimburse petty cash custodians.

3. To effect the following payments:

   a. reimbursement of bid (and RFP) securities
   b. contractual payments to haulers
   c. mileage reimbursements
   d. refunds to Account Receivable and Assessment customers, and government entities
   e. payroll related deductions
   f. sales tax
   g. finance or interest charges
   h. trustee and bank service charges
   i. fines
   j. payments to insurance broker(s) who have been competitively selected by Purchasing Services per Purchasing Manual requirements and who are under current Contract signed by the Executive Director.
   k. payments to insurance carriers that have been competitively selected per Purchasing Manual requirements and that are under current Contract(s) signed by the Executive Director.
1. purchases to support motivation and management recognition up to $5,000 per transaction and only if the purchase is charged to 403-1101-55405 or 403-xxxx-55407.

m. legal settlements and legal expenses approved by General Counsel.

n. sponsorships

4. To pay for other special transactions as authorized in writing by the Director Purchasing Services.

C. Procedure

1. Fill out Check Request form. (Exhibit J)

2. Attach back-up documentation - invoices, order forms, etc.

3. Obtain signatures for dollar level of transaction as required by Section 2.5.D. Approval Requirements.

4. Submit directly to Accounts Payable.

2.4 Petty Cash

A. Purpose

To provide a mechanism for non-recurring purchases of small cost items.

B. Use

1. Expenditure shall not exceed $100.00 unless authorized by the Director Financial Services for a different amount, or

2. Expenditure shall have no limits for recognition and motivation purchases charged to accounts 403-1101-55405 and 403-xxxx-55407.

Guidelines: The dollar amount of a transaction request should be reasonable in view of the limited funds Petty Cash Custodians can safely maintain on hand.

The Check Request should be considered the preferred procedure, if at all practical.

Limitation: Transactions can only be authorized by the custodians of these accounts. The custodians are the Directors or higher level for recognition funds and Executive Director or designee for motivation funds.

3. Petty Cash may only be used for non-recurring "cash and carry" type transactions or for reimbursement of minor expenses such as, parking fees, etc.

4. Petty Cash may not be used to circumvent existing blanket purchase orders or Contracts, or to circumvent Purchasing Manual requirements.
C. Requirements

The Petty Cash Custodian is responsible and accountable for all petty cash funds and documentation of disbursements. Any shortages shall be the sole responsibility of the Custodian and shortage reimbursement and/or acceptable explanation shall be made immediately upon discovery or audit finding, whichever comes first.

D. Procedures

1. Cash Disbursements
   a. A receipt prepared by the Petty Cash Custodian, dated and signed by the employee, is required upon issuance of monies. Travel reimbursements shall be authorized by the appropriate Director Grade 19 or higher. Travel reimbursements shall be in accordance with pertinent Personnel Policy Manual regulations.
   b. A Tax Exempt Certificate shall be presented to the vendor at the time of purchase.

   THE AUTHORITY IS EXEMPT FROM FLORIDA SALES TAX BUT REIMBURSES EMPLOYEES FOR IT WHEN THE PAYMENT OF IT WAS NOT REASONABLY AVOIDABLE.

   c. An invoice, cash register receipt, or other statement from the vendor shall be returned along with any change to the petty cash fund. It should include the transaction date, signature of the employee accepting the goods or services and a proper budgetary account code.

2. Fund Reimbursement

   The Petty Cash Custodian shall submit receipts and a petty cash reimbursement Check Request to Accounts Payable.

2.5 Purchase Requisition and Contract Request

A. Purpose

The Purchase Requisition (Exhibit G) and the Contract Request (Exhibit E) are the two principal forms for requesting purchases of goods and services and authorizing the expenditure of funds for the same. Generally, the Purchase Requisition is used for the acquisition of goods and trade services while the Contract Request is used for professional services.
B. Use

The Purchase Requisition or Contract Request shall be prepared for all needs with the exception of those transactions that can be properly effected by means of petty cash, field purchase order, master requisition, or check request. The Purchase Requisition and the Contract Request provide the signature authority, budgetary control, and technical information for the preparation of competition documents and procurement contracts.

C. Lead-times required for transactions

The Purchase Requisition or Contract Request shall be prepared far enough in advance to allow Purchasing Services the following processing time.

**GOODS AND TRADE SERVICES - ROUTINE TRANSACTIONS**

<table>
<thead>
<tr>
<th>Requisition Amount</th>
<th>Time Requirement*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to $5,000</td>
<td>2 working days</td>
</tr>
<tr>
<td>$5,001 - $25,000</td>
<td>4 working days</td>
</tr>
<tr>
<td>$25,001 - $50,000</td>
<td>10 working days</td>
</tr>
<tr>
<td>Over $50,000</td>
<td>5 Weeks +</td>
</tr>
</tbody>
</table>

**PROFESSIONAL SERVICES - ROUTINE TRANSACTIONS**

<table>
<thead>
<tr>
<th>Request Amount</th>
<th>Time Requirement*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to $25,000</td>
<td>2 Weeks</td>
</tr>
<tr>
<td>$25,001 - $50,000</td>
<td>3 Weeks</td>
</tr>
<tr>
<td>Over $50,000</td>
<td>8 Weeks</td>
</tr>
</tbody>
</table>

* Estimated time required from the receipt of the properly completed Purchase Requisition or Contract Request to the execution of a procurement document. In addition, the Requestor must allot additional time for the delivery of the goods or services ordered. Complex procurements may require additional processing time; Requestors should contact Purchasing Services to jointly determine procurement timeframe.

**Time requirements may be substantially reduced based upon receipt of acceptable quotes from Requestor.**

**PRIORITY LEVELS**

**EMERGENCY**: A designation to be used only when the need is the result of a serious and unexpected occurrence which demands immediate action. It is the highest level of priority, and shall receive attention before other Purchase Requisitions or Contract Requests. **Competition requirements may be waived.** Submittal of a written Emergency Purchase Data Sheet (Exhibit D) is required. EMERGENCY defined: A situation where a person's health or safety is at immediate risk or where the normal operation or major portions thereof of the Authority would cease or be seriously impaired if immediate action were not taken to correct the contingency.
URGENT: To be used when the Purchase Requisition or Contract Request requires more attention than the routine, as with parts or service for critical equipment or other situations which would become serious without this special handling. This is the priority level between emergency and routine. Competition requirements are not waived.

ROUTINE: To be used for Purchase Requisitions or Contract Requests which are not assigned one of the two priority level designations above. Competition requirements are not waived.

D. Approval Requirements

The following approvals are required on Purchase Requisitions and Contract Requests. These requirements are based on the estimated cost of the requested procurement. It is the responsibility of each approving official to insure the accuracy and completeness of the forms they sign prior to submission to Purchasing Services.

<table>
<thead>
<tr>
<th>Purchase Amount</th>
<th>Approval required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to $5,000</td>
<td>Supervisor</td>
</tr>
<tr>
<td></td>
<td>Manager</td>
</tr>
<tr>
<td></td>
<td>Coordinator</td>
</tr>
<tr>
<td></td>
<td>Hydrogeologist</td>
</tr>
<tr>
<td>$5,000.01 - $25,000</td>
<td>Director</td>
</tr>
<tr>
<td></td>
<td>Facilities Maintenance Manager</td>
</tr>
<tr>
<td>$25,000.01 - $50,000</td>
<td>Director Grade 19</td>
</tr>
<tr>
<td></td>
<td>General Counsel</td>
</tr>
<tr>
<td>$50,000.01 - $100,000</td>
<td>Chief</td>
</tr>
<tr>
<td>$100,000.01 - up</td>
<td>Executive Director</td>
</tr>
<tr>
<td></td>
<td>and</td>
</tr>
<tr>
<td></td>
<td>Managing Director</td>
</tr>
</tbody>
</table>

A matrix titled "Purchase Requisition/Contract Request/Approval Authority Levels" is included here by reference. It identifies individuals' specific authority by individual name by unit number and dollar level. Purchasing Services shall update this matrix as needed. The matrix is maintained by the Purchasing Specialist.

Annotations to "Approval Authority Levels" Matrix:

1. The Executive Director has the authority to sign all Purchase Requisitions and Contract Requests.
2. The Managing Director has the delegated authority to sign all Purchase Requisitions and Contract Requests.
3. Equipment Maintenance may sign Purchase Requisitions against any equipment Repair/Maintenance account for a requested vehicle repair or maintenance. All rental of mobile equipment and machinery is to be coordinated through Equipment Maintenance which has signature authority for all cost centers in regard to equipment rental. Equipment Maintenance also has signature authority for all cost centers with regard to 406 purchases of machinery and equipment.

4. Procurements against line items 54603 - R/M Mobile Equip., 54604 - R/M Tires, 54606 - R/M Radios, 55201 - Gasoline, 55202 - Diesel Fuel, 55203 - Oil & Lobe, 55205 - Tires & Tubes, and 403-5872-59511 - Inventory Control Account shall require prior authorization from Equipment Maintenance.

5. Funds 410, 411 and 412 have many variable unit/account numbers. The signature of the Director of Engineering is required on all.

6. Employees may delegate their signature authority to subordinates for reasons of extended absence. This delegation shall be in writing and on file in Purchasing Services before Purchase Requisitions or Contract Requests arrive in Purchasing Services. Each delegation may not exceed 10 working days.

7. Purchase Requisitions for Blanket Purchase Orders with "control" account 403-4851-59512 (or other account number that Financial Services may designate as a "control" account), shall be signed by the Director Purchasing Services or designee. A "control" account is an account without a specific budget used to create blanket purchase orders that may be used by any unit as needed. Charges would be incurred only upon actual use. These charges would be posted against the account of the user.

8. Additional approvals are required to purchase the following items:
   a. Computer hardware, software, and related professional/technical services require approval by the Director IT or designee, unless specifically exempted.
   b. Telephone hardware (including: beepers, cellphones, and facsimile equipment), installations, and related services require approval by the Director IT or designee. IT will make facsimile equipment determinations prior to purchase. However, IT will not provide installation or service after the purchase.
   c. Radio communication hardware, installations and related services require approval by the Director Maintenance Support or designee.
   d. Items that have the potential of adversely affecting the health and/or safety of persons require the approval of Director of Risk Management or designee. Examples: chemicals, hazardous services, personal protective devices, etc.
   e. Vehicles or other equipment that will be maintained by Equipment Maintenance require the approval of the Director Maintenance Support or designee.
f. Responsibility for building and other facility repairs and maintenance are detailed in Exhibit P "Facilities Repair/Maintenance Responsibilities".

9. The following procedure is to be utilized to request Facilities Maint. services:
   a. Funds assigned to line item 54602 - R/M Facilities & Stationary Equipment are to be used solely for maintenance of facilities and stationary equipment. Transfers out of line item 54602 will require review and approval by the Executive Director or designee.
   b. Work requests are to be initiated by e-mail or telephone to Facilities Maintenance Field Clerk.
   c. Engineering Department/Facility Maintenance personnel have the authority to approve payment for materials, equipment, and services required to perform the requested work -- subject to their respective levels of Purchasing Manual signature authority.

10. The following procedure is to be utilized to request Grounds Maintenance services:
   a. Funds assigned to line item 54607 - R/M Grounds can only be used for the repair and maintenance of grounds. Transfers out of this line item will require review and approval by Executive Director or designee.
   b. Most grounds maintenance work is done automatically based on recurring schedules. Additional work requests are to be initiated by contacting the Land Management Secretary.
   c. Grounds Maintenance personnel have the authority to approve payment for materials, equipment, and services required to perform the requested work -- subject to their respective levels of Purchasing Manual signature authority.

11. Whenever Purchasing Services aggregates properly authorized requisitions for the same item from different units in order to create a unified contract with a vendor (such as a Blanket Purchase Order), it is not necessary to obtain higher level signature(s) as may be called for by the aggregated amount of said contract.

E. Procedure

To initiate the procurement process, the Requestor shall fill out a Purchase Requisition or Contract Request form providing all required information. Complete instructions are found on the reverse side of the top copy of the Purchase Requisition or Contract Request. Minimum form completion requirements:

1. A complete description of the goods or services needed and other information pertinent to the procurement process, including a budgetary account number.

2. Estimated cost

3. All required approvals.
F. Routing

Purchase Requisitions and Contract Requests are processed as follows:

1. Pink copy is removed by, and remains with, the Requestor.

2. Both the white (original) and the yellow copy are sent for approval to the appropriate individuals based on the estimated dollar value of the Purchase Requisition or Contract Request. The required approvals are listed in Section 2.5.D, Approval Requirements.

3. After the appropriate approvals are obtained, Purchase Requisitions or Contract Requests are sent to Purchasing Services.

4. Purchase Requisitions are processed (signature verification and log in) by the Purchasing Specialist initially prior to any purchasing action. The Contracts Specialist processes Contract Requests.

5. The appropriate buyer does the required procurement action and then the processed Purchase Requisitions or Contract Requests are sent to Financial Services/Budget for review of accounting codes, budgets, and asset control determination. Buyer may choose to do procurement after Financial Services/Budget review depending on dollar value and procurement complexity.

6. Financial Services/Budget returns Purchase Requisitions or Contract Requests with approvals to Purchasing Services. Generally, the Purchasing Specialist processes Purchase Requisitions and the Contract Specialist processes Contract Requests.

7. Each Specialist checks for accuracy and completeness and creates procurement documents. A Purchase Requisition is generally converted into a Purchase Order (PO) - Exhibit F, while a Contract Request is converted into a Personal Services Agreement (PSA)-Exhibit K, a Consultant Services Authorization (CSA)-Exhibit H, or a customized Contract.

G. Flow of Purchase Orders for goods and trade services

1. A Purchase Order (PO) is created from a processed Purchase Requisition, reviewed, and signed by the appropriate buyer. Additional Purchasing Services internal signatures are obtained based on the dollar value of the PO. Buyer and Purchasing Supervisor have PO signature authority up to and including $5,000 and $10,000 respectively. Procurement Manager has PO authority up to and including $25,000. PO’s above $25,000 must be countersigned by the Director of Purchasing Services or, in his/her absence, by a higher titled individual in the supervisory chain.
2. The signed Purchase Order together with the originating Purchase Requisition is returned to Purchasing Specialist for distribution. The Vendor PO copy is sent to the vendor. The Accounts Payable PO copy together with audit quality back up documentation is sent to Accounts Payable. The Purchasing PO copy is retained in Purchasing Services. The Requester and Receiving PO copies are sent to the Requestor.

3. Receiving documentation - Recipient responsibilities:

   The receiving copy of the PO shall be returned to Purchasing Services when material or service has been received and accepted. Receiving individual shall manually sign receiving copy on the bottom left corner of the PO. Asset Management information shall be completed, if applicable. Receiving copies and any related documentation (packing lists, invoices, etc.) shall be turned in to Purchasing Services within two (2) working days.

   a. Receiving individual must note any discrepancies between material received and material described on the PO.

   b. If a partial shipment is received, receiver shall send a photocopy of the blue Purchase Order form noting which items were received.

4. Receiving records/invoice payment:

   Purchasing Specialist shall input receiving information into the computer, stamp the Receiving copy as received and forward to Accounts Payable for payment.

H. Flow of contract documents for Professional Services

   1. After Financial Services/Budget review (coding, budget, asset reviews), the Procurement Manager effects competitive selection for the services, if required, and directs Contract Specialist to create the appropriate contractual documents. The resulting documents are first signed by the contractor and then by the Authority. The Director Purchasing Services or designee has the authority to sign construction and professional services contracts and all Personal Services Agreements up to and including $50,000. Professional services contracts and construction contracts above these amounts shall be signed by the Executive Director or designee. The Executive Director or designee shall sign all Consultant Services Authorizations regardless of value.

   2. Professional services and construction contract documents are not color coded. The documents are normally executed as two originals. Distribution after execution is as follows: one original to service provider and the second original to Records Manager. A conformed copy is given to the requestor. Another conformed copy is kept in Purchasing Services.
3. Receipt of services is normally indicated by signature of Project Manager (usually the Requestor and the Project Manager are one and the same person) on the invoice submitted by service provider. **It shall be the responsibility of the Project Manager to ensure that the service provider performs in accordance with all the terms and conditions, specifications and pricing stipulated in the executed document that he/she is administering.** The Project Manager's signature on the invoice is a certification that the work was performed satisfactorily and in accordance with the executed document. The approved invoice is sent directly to Accounts Payable.

4. It is the responsibility of the Procurement Manager to periodically audit a sample of the approved invoices for each executed document and to effect, through the Project Manager, corrections that may be required.

I. "A" type Purchase Requisitions or Contract Requests

**Definition**

The "A" type Purchase Requisition or Contract Request (the "A" is an arbitrary designation) is a request for payment for transactions not covered by Petty Cash or Check Request rules.

The request is formalized on a standard Purchase Requisition or Contract Request and is normally accompanied by an invoice, an order form, or a price quote. It serves to pay for irregular transactions, or to obtain checks for transactions that require payment before or at the time of receipt of goods or services. The signature level required for "A" Purchase Requisitions or Contract Requests is the same as for standard Purchase Requisitions or Contract Requests.

**Approval(s) required within Purchasing Services**

Purchasing Services' Buyer, Purchasing Supervisor, and Procurement Manager are hereby authorized to approve the payment of "A" type Purchasing Requisitions up to and including $5,000. The Director Purchasing Services shall approve "A" Purchase Requisitions or Contract Requests above $5,000. The initial reviewing Purchasing Services staff member is responsible for obtaining an acceptable explanation from the Requestors for every "A" Purchase Requisition or Contract Request.

**Process**

The Purchasing Specialist or Contract Specialist shall identify Purchase Requisitions or Contract Requests as potential "A’s", mark them as such and forward them to the appropriate Purchasing Services staff member specializing in the type of item being procured. Purchase Requisitions or Contract Requests with invoices attached should be considered potential "A's".
The authorizing Purchasing Services staff member shall:

1. Verify the facts of the transaction and the acceptability of the explanation.

2. Signify payment approval by signing the Purchase Requisition or Contract Request.

3. Submit "A" Purchasing Requisitions or Contract Requests to Accounting Services for payment. No Purchase Order or Contract needs to be prepared.

4. Bring to the attention of the Director Purchasing Services any repetitive instances of the same individual or unit violating purchasing rules.

2.6 Purchase Orders

A. Purpose

The Purchase Order document (Exhibit F) is an authorization for a vendor to deliver goods or to perform services for the Authority. The Purchase Order is the document that communicates in writing the terms and conditions, specific quantities, and the agreed upon price.

B. Use

Purchase Orders are prepared for all purchases except for transactions such as:

1. The payment of recurring, periodic expenses i.e., rents, leases, utilities, etc. where Master Requisitions are utilized;

2. Purchases that can be properly effected with Petty Cash, a Field Purchase Order, or a Check Request;

3. Major construction/repairs to facilities or professional services, all of which are formalized on customized contracts; or,

4. Intergovernmental agreements which are normally formalized on an Interlocal Agreement (ILA), unless a Purchase Order is deemed sufficient.

C. Requirements

The PO shall contain the information from the Purchase Requisition plus any business terms and conditions added by Purchasing Services.

D. Procedures

Preparation and flow of the Purchase Order document is included in Section 2.5.G. Paragraphs 1 through 4.
2.7 Master Requisition Procedure

A. Purpose

This process serves to minimize the number of interventions required from Purchasing Services for certain recurring operating expenses.

B. Use

This is used when it is necessary to establish an accounting record for routine periodic payments of recurring operating expenses. Examples: utilities, telephone, leases/rents, etc. Special uses may be approved by the Director Purchasing Services to facilitate other unique repetitive transactions. Examples: media purchases, insurance broker and insurance carrier payments, etc.

C. Requirements

1. A Master Requisition is generally prepared by a Purchasing Services staff member. A Purchase Requisition form is used with a notation of "Master Requisition" added to the header.

2. Master Requisitions shall be approved by the Director Purchasing Services or designee and the Chief Financial Officer.

3. Accounts Payable shall maintain a summary of the invoices paid under each Master Requisition in a format which shall allow for periodic audit.

4. Master Requisitions are to be reviewed and updated annually by Purchasing Services.

D. Procedures

1. The Accounts Payable shall distribute invoices to the employee responsible for the expenditure.

2. Upon review and approval, the invoice is returned to Accounts Payable for payment.

2.8 Blanket Purchase Orders

A. Purpose

The Blanket Purchase Order (BPO) is designed to facilitate repetitive purchases.
B. Use

To establish a relationship with a vendor, for repetitively purchased goods and services. A BPO sets the prices or discounts from list, terms and conditions, and length of contract. A “Standing Order” is a BPO listing specific items and prices as opposed to catalog references.

C. Requirements

The BPO should contain, as a minimum, the following information:

1. The dates that the BPO begins and ends.

2. A description of what goods or services may be obtained under the BPO. The description may be for specific items or services or for general lines (i.e. O.E.M. Ford parts). Catalogs and discounts, if any, shall be clearly identified.

3. A “not-to-exceed” dollar amount.

D. Procedures

1. Requests for BPO’s are approved by Purchasing Services.

2. If approved, the BPO shall be established via competitive procurement as required by the Purchasing Manual based on the estimated twelve-month dollar value of the request. A BPO shall not require competition if its value does not exceed $6,250 per fiscal quarter and $25,000 ($6,250 x 4 quarters) per fiscal year. One such BPO may be written for the full twelve-month period.

3. Purchasing Services shall maintain a list of BPO’s.

4. After receipt of purchased item, the Requestor shall forward to Accounts Payable a “rubber stamped” invoice or packing list within two (2) business days of the transaction. The rubber stamp shall contain the BPO Number, the account number charged, the receiving person's signature, the date of receipt, and a signature of a person authorized to sign that dollar value transaction. However, no transaction shall require a signature higher than that of a Director or equal title as shown in Section 2.5.D, Approval Requirements of this Manual. This is applicable to BPO’s coded against specific accounts.

   EXCEPTION: Delivery tickets for fuel and inventory supplies will be signed as the receiving document. The receiving document shall be forwarded to Equipment Maintenance. Invoices for fuel and supply deliveries will be attached to the receiving document(s), rubber stamped, and signed by the individual designated as authorized signator.
5. It is the responsibility of each BPO user to verify quantities, rates, prices, and discounts. Any discrepancies shall be reported to Purchasing Services immediately. BPO’s may not be used to acquire assets. Accounting codes commonly used in BPO’s do not accommodate asset control codes.

6. The Director Purchasing Services or designee shall periodically review a sample of BPO transactions for compliance with purchasing rules.

2.9 Field Purchase Orders

A. Purpose

The Field Purchase Order (FPO) is designed to make limited value non-recurring purchases of goods and services which do not require a formal purchase order.

B. Use

FPO’s are to be used as follows:

1. When immediate delivery is required and the cost does not exceed $1,000 in total.

2. If immediate delivery is not required, a regular Purchase Requisition shall be submitted to Purchasing Services.

C. Preparation of Field Purchase Orders

Prepare the FPO (Exhibit I) as follows.

1. Full description - provide the name of the item, brand name, model or catalog number, serial number (if applicable) and invoice number if available. Legibility and completeness are important - Fill in legibly all required information. Employee number and printed name shall be included.

2. Coding - Provide complete and accurate account coding.

3. The proper unit of measure (ea. = each, gal = gallon, etc.).

4. The complete name and address of the vendor including the signature and printed name of the vendor representative. A vendor signature is not mandatory.

5. The signature of an employee specifically authorized by the Executive Director to sign FPO’s. Employees are authorized after successful completion of a training course.

6. The transaction date.

7. Any additional comments as necessary.
D. Procedure

1. FPO books are issued to and signed for by FPO authorized personnel who are responsible for all books issued to them.

2. The FPO authorized employee completes the form and gives the original (white) to the vendor in exchange for a receipt or packing slip or other document as evidence of the receipt of goods or services.

3. The second copy (yellow) is forwarded to Accounts Payable with the invoice, packing slip, etc., within two (2) business days of the transaction.

4. When the last FPO in the book has been issued and the book has been approved (see item 7 below), the book is forwarded to Purchasing Services.

5. Returned items require a credit memo from the vendor, which references the FPO number. The credit memo shall be forwarded to Accounts Payable. This is necessary in order to avoid payment for goods returned and additionally preserves the budget account balance for future purchases.

6. Inventory Control Account 59511:
   a. Maintenance shop transactions: FPO’s may be used for small dollar non-repetitive replenishment of parts inventories. Items needed for immediate shop use shall have a repair order number and an invoice attached to the copy of the FPO.
   b. Field repairs at other sites: FPO's shall not be coded with this account except with explicit approval from the Director Maintenance Support. This approval is to be obtained for each transaction. If approval is given, use coding directed by Equipment Maintenance. The FPO shall contain the number of the asset being repaired and shall be forwarded with the invoice to Equipment Maintenance Services. This unit shall process the FPO, initial it and send it to Accounts Payable for payment. Requesting units shall be charged back based on the asset's repair record.

A new FPO book shall only be issued in exchange for an expended FPO book.

7. FPO users shall present expended booklets to their Director. The cover of the expended booklet shall be signed and dated by said Director certifying adherence to the Authority's FPO policies and procedures. In case a Director is the authorized user, the expended FPO book shall be signed by his/her supervisor.

9. Only one FPO book at a time shall be issued per authorized user.

10. Purchasing Services shall hold informational meetings on a periodic basis for ALL authorized FPO users to ensure that all rules are being followed. Attendance shall be mandatory.

11. FPO's may occasionally be used for phone orders. This is permitted only when the acquisition of the item(s) can be accomplished more expeditiously with an FPO. Requestor shall give the FPO number to the vendor to reference on shipping and invoicing documentation. Requestor should mail the vendor's copy of the FPO and retain the yellow copy until the item is received. If required, Accounts Payable is authorized to pay reasonable shipping costs without getting additional approvals.

E. Don’ts

TRANSACTIONS SHALL NOT BE SPLIT INTO SEVERAL FPO’s TO KEEP COSTS DOWN TO LESS THAN $1,000. THIS IS STRICTLY PROHIBITED.

Don’t issue an FPO unless there are verified funds in the budget to pay for the transaction.

Don’t purchase any item that could give the appearance of public fund misuse without a supervisor’s approval. Supervisor must initial FPO form. For example: appliances, lounge furniture, TV sets for lunchrooms, etc.

Don’t ever buy any vanity, luxury, personal or other non-business items.

**Do not** use an FPO to purchase locks or keys for facilities or storage areas including lockers and fenced areas. Such requests shall be made to Risk Management.

**Do not** use an FPO to purchase repairs, repair parts, or auxiliary systems for vehicles or heavy equipment. Such requests are to be made to Equipment Maintenance.

**Do not** use FPO's to purchase radio equipment (mobile radios, etc.). Such requests are to be made to Equipment Maintenance.

**Do not** use FPO’s for goods or services covered by a Blanket Purchase Order.

**Do not** use FPO's to purchase computer hardware or software, or telephone equipment. Such requests are to be made to IT.

Only Fund 403 shall be used for FPO purchases. FPO transactions shall not be charged against funds 406, 407, 408, 415, 416, and 418.

FPO’s shall not be used for travel, seminars and educational expenses.
FPO's shall not be used for rentals when the total rental period costs (with extensions) is expected to exceed $1,000. FPO’s may be used to rent vehicles that will be used on public roads only with specific approval from Risk Management.

FPO’s shall not be used for memberships.

FPO’s shall not be used for temporary labor.

FPO’s shall not be used to buy Capital Assets - items costing $1,000 and having a useful life of more than 1 year.

FPO's shall not be used to pay for unauthorized transactions or problem invoices. Instead, a Purchase Requisition with explanation shall be submitted to Purchasing Services.

### 2.10 Contracts for Professional Services

#### A. Purpose

To establish a business relationship with a firm that provides professional services.

#### B. Competition Requirement

The following competition is required:

1. Services estimated up to $25,000 per vendor per fiscal year require no competition.

2. Services estimated at $25,000.01 through $50,000 per vendor per fiscal year require competition by "mini" Request for Proposal (mini RFP) or a written quotes process. A "Mini RFP" is a scaled down version of a full RFP. It does not require advertising but a minimum of three RFP’s (or quote requests) shall be sent to firms selected from the Authority's vendor registration lists and other sources. Participation by the Citizens Advisory Committee or members of the Board in the selection process is not required. The Selection Committee shall be composed of a minimum of three staff members plus a Purchasing Services staff member. The Purchasing Services staff member shall be the Chair and provide logistic support to the Committee but is not a voting member. The Director Purchasing Services shall determine if a mini RFP is an appropriate method of procurement on a case per case basis.

3. Services estimated at $50,000.01 and up require a standard Request for Proposal or sealed bid procurement. A standard RFP requires public advertising, and invitations to the Citizens Advisory Committee and to Board members to participate in the selection process.
4. Services which are subject to the Consultants' Competitive Negotiations Act (CCNA) shall be procured in accordance with Florida Statute 287.055, as amended. Services estimated at below the CCNA threshold amounts to be procured using this Manual’s standard procurement procedures.

C. Procedure

1. The Requestor shall prepare a Contract Request and obtain the necessary approvals for the estimated dollar value and other additional approvals required for the type of service being purchased.

2. After competitive procurement (if any is required) an appropriate Contract document shall be prepared by the Procurement Manager or by the Requestor, as agreed in advance between the two parties. Draft copies of the Contract shall be provided for review and comment to:
   a. Requestor  
   b. General Counsel (as needed)  
   c. Risk Management  
   d. Purchasing Services (if Requestor or a Consultant prepares the Contract)  
   e. Other units as appropriate (Facilities Maintenance, Equip. Maintenance, Information Technology, etc.)

3. The draft copies shall be reviewed and returned to the creator with any comments within a reasonable time.

4. The Procurement Manager (or other creator) shall receive comments from all parties, and if in the best interest of the Authority, and if approved by General Counsel, the comments shall be included in the final Contract.

5. The Contract shall be finalized by the Procurement Manager and forwarded to the selected firm for execution. Upon execution by the firm and approval of insurance documentation by Risk Management, the Procurement Manager shall forward the Contract to General Counsel for approval as to form and legal sufficiency (if applicable), and to the Executive Director for final execution.

6. Upon final execution, the Procurement Manager shall encumber the funds necessary for the Contract and distribute copies of the executed Contract.

D. Term limitation of contracts

Contracts, including Master (Continuing) Contracts, shall be limited to a term of not more than three (3) years unless initially approved by the Board for a different term. Extensions beyond three years may be granted by Board action. A properly issued Consultant Services Authorization (CSA) executed during the term of the Master (Continuing) Contract shall terminate in accordance with the terms of the CSA. In the event circumstances preclude timely issuance of a replacement contract the Executive Director is authorized to extend the termination date of a contract for 180 days to facilitate completion of specific projects.
E. Personal Services Agreements

A Personal Services Agreement (PSA) (Exhibit K) may be utilized to contract for professional services under the following criteria:

1. The format and language of this short form agreement can properly express the contractual obligation.

2. The total expenditures shall not exceed $25,000 per fiscal year per vendor in aggregate. The PSA limit may be exceeded by Executive Director's Exemption or for emergency reasons as documented by an Emergency Data Sheet.

F. Purchasing Services’ Contract Documents

1. Original Documents

The Records Manager shall be the custodian of Purchasing Services generated Contract, Master Contract, PSA, CSA and ILA documents, active and expired. Upon full execution, the Records Manager shall be provided with one (1) original of above cited documents for proper retention and indexing.

2. Contract Register

The Procurement Manager shall maintain Purchasing Services’ Contract Register. The Contract Register shall contain, at a minimum, the firm's name, the contract number, start and expiration dates, brief description of the subject, name of the Project Manager, name of requesting unit, type of contract, and the various dollar limits/caps.

The Procurement Manager shall assign a control number to Contract Request generated documents and use this number as an index in the Contract Register.

2.11 Consultant Services Authorizations

A. Purpose

Consultant Service Authorizations (CSA's) (Exhibit H) are designed to authorize a specific task or scope of work in accordance with the terms and conditions of an existing fully executed Master (Continuing) Contract or Agreement, or a standard Contract or Agreement.

B. Procedure

Upon establishing the need for services of a consultant, the following steps are to be taken:

1. The Requestor shall secure a written proposal from the chosen firm stating with precision what the project is and what the firm’s services will include. If
there will be sub-consultants, this shall be noted and the sub-consultant’s scope of work and terms stated. There shall be a completion date or schedule included in this proposal. A price for services to be rendered shall be included. If it is a lump sum price, it shall be so noted.

2. Contractors shall be required by the Requestor to provide, with their periodic invoices, a statement of work accomplished. The statement shall include recapitulation of hours worked, etc., as interim proof of services provided unless payments are tied only to deliverables.

3. A Requestor may initiate the creation of a CSA by submitting a Contract Request. The creation of the CSA then becomes the responsibility of the Procurement Manager. The Procurement Manager may delegate the creation of the CSA to Requestors who are fully trained in its preparation. This latter option waives the requirement for the Requestor to prepare a Contract Request.

4. The Consultant is to execute the CSA first and the Executive Director second. After execution, the Contract Specialist shall ensure that the CSA is distributed.

5. It shall be the Requestor's sole responsibility to administer the CSA. The Requestor shall certify that the work performed and the amounts to be paid on each invoice reflect the terms and conditions of the CSA properly. In addition, the Requestor shall ensure that the CSA's are not over expended and that the work is progressing as stipulated.

6. The Requestor is authorized to amend the completion date only, by letter to the contractor. The amendment letter shall be sent to the contractor before the completion date that is being amended. Copy of letter shall be provided to Purchasing Services. The amended completion date may not extend beyond the time reasonably necessary to complete the services under the CSA.

2.12 Construction Contracts

The procurement and contracting policy and procedures for construction Contracts shall be governed by applicable sections of Florida Law, by this Purchasing Manual, and as the Board may specifically direct in each case.

2.13 Change Orders/Amendments

A. Purpose

To provide a mechanism to revise or cancel existing contracts.

B. Requirements

The Requestor shall submit a Purchase Requisition or Contract Request, as
appropriate, requesting the change.

This procedure shall be initiated immediately upon the recognition of need and the Purchase Order Change or Contract Amendment shall be fully executed prior to authorizing the change to the vendor/firm. The internal signature approval required shall be based upon the aggregated value of the original Purchase Order/Contract, plus subsequent change orders/amendments plus the amount of the order/amendment currently proposed. However, reductions in dollar value/rates or minor changes in specifications, terms, or conditions, which do not increase the cost, require only the signature of the Requestor.

C. Procedure

1. Purchase Order Changes

   The Requestor shall prepare a Purchase Requisition describing the proposed changes. Purchasing Services shall prepare the corresponding amended Purchase Order. A Purchase Requisition is required in all cases except:

   a. For increases of up to and including two hundred dollars ($200) in the total amount of a PO, Accounting Services is authorized to make payments without additional approvals.

   b. For cancellation of PO's or decrease in the total dollar amount of a PO, when the PO is considered complete, the Requestor, with concurrence from Purchasing Services, shall verify with the vendor the acceptability of the proposed cancellation or reduction. Requestor shall note on the blue receiving copy of the PO the details of the cancellation or reduction and the fact that the vendor has accepted the reduction or cancellation. Upon receipt of blue receiving copy of the PO from Purchasing Services, Accounts Payable is authorized to close out cancelled PO's or to close out reduced PO's after making the final payment.

2. Professional Services Contract Changes

   The Requestor shall submit a Contract Request to the Procurement Manager to initiate a contract revision or cancellation.

   Note: Contracts, other than Master Contracts or Master Agreements, shall be written with a maximum expenditure amount (cap). This cap cannot be exceeded without a fully executed Contract amendment and Board approval (if required) increasing said cap.

   Amendments require at least the same level of execution as the Contracts being amended. Required internal and Board Approvals shall be obtained. CSA's are not exempt from these amendment requirements. Changes increasing total expenditures by two hundred dollars ($200) or less may be paid by Accounts Payable without formal amendment.
3. **Construction Contracts**

The policy for authorizing work changes for construction projects is as follows:

a. The cumulative amount of construction change orders regardless of their individual amounts shall not exceed the approved project budget without approval of the Board.

b. Contract change orders not requiring Board approval shall be approved by the Executive Director upon the recommendation of the Director of Engineering and, if warranted, review by General Counsel.

c. The status of all construction Contracts including a listing of approved change orders shall be reported quarterly to the Board.

2.14 **Emergency Purchases**

A. **Standard emergency rule**

To be used when the procurement of goods or services is immediately necessary as the result of an emergency. An emergency exists if there is immediate risk to the health or safety of person(s) or if the normal operation of the Authority or major portions thereof would cease or be seriously impaired if immediate action were not taken to correct the contingency.

B. **Special emergency procurement rules**

1. In the case of a natural disaster or threat of such, the Executive Director or designee may declare that an emergency situation exists and implement the Emergency Management Plan or other response deemed reasonable. Procurement procedures in the Emergency Manual shall be followed.

2. Emergency purchases of goods and services under Board approved contracts such as hauler franchises, etc.

3. Emergency purchases by Equipment Maintenance as provided in Section 24.

C. **Standard emergency procurement rules**

Justification for this procedure shall be the responsibility of the highest ranking employee involved in the procurement action. Competition requirements may be waived. In the event of the acquisition of services defined in the CCNA, waiver of competition shall be in accordance with Florida Statute 287.055, as amended.
D. Procedure

1. An emergency situation is identified by the senior ranking employee on the site.

2. Ascending vertical contact shall be made through the organizational structure describing the situation. The highest ranking official available shall DECLARE THE EMERGENCY.

3. In the event that the supervisor, foreman or leadman is unable to contact his/her Director, Chief, Managing Director or other responsible official (see Section 14, Delegation of Authority), then that supervisor, foreman or leadman may make the minimum purchases necessary to deal with the emergency.

4. If there is time to process paperwork to effect the procurement, then a Purchase Requisition or Contract Request and an Emergency Purchase Data Sheet (Exhibit D) are prepared by the supervisor, foreman or leadman who identified the situation, and forwarded to the highest ranking available official. Note: Documentation shall be marked, "EMERGENCY." The highest ranking official contacted, after declaring the emergency, may "walk" a Purchase Requisition or Contract Request "through the system", including Purchasing Services, for assignment of a PO or Contract number.

5. If there is no time to process paperwork to effect the purchase, then documentation may be done after the fact. However, it is the responsibility of the supervisor, foreman or leadman to execute and submit to Purchasing Services all necessary documentation within one working day of the declaration of emergency.

6. Purchasing Services shall keep a log and a separate file containing the Emergency Purchasing Data Sheet and a photocopy of the purchasing request and resulting purchasing document.
2.15 Sole Source Purchases

A. Purpose

This procedure is to provide a mechanism for the procurement of goods and services available only from one source of supply.

B. Use

To qualify as a sole source a request shall meet the following prerequisites:

1. The goods or services are the only ones that fulfill the need.
2. The proposed vendor is the only source of supply for these goods or services.

C. Requirement

1. Purchasing Services shall determine if a transaction qualifies as sole source.
2. Purchasing Service shall keep a log and separate file of sole source purchases. This file shall contain the requesting documents, the resulting procurement documents, and the Sole Source Purchase Data Sheet. (Exhibit A)
3. Sole source purchases shall be reported to the Board quarterly.
4. Purchasing Services shall maintain an active file of sole source documentation (letter, contracts, etc.) as back up for repetitive purchases from the same vendor.

D. Procedures

1. Requestor shall submit to Purchasing Services a completed Sole Source Purchase Data Sheet with the Purchase Requisition or Contract Request.
2. Purchasing Services shall approve or disapprove the sole source designation after a review of documentation and its own sources of information.
3. Approved requests shall be processed and logs and files updated.
4. Disapproved requests shall be procured competitively or returned to the Requestor for alternate procurement.
2.16 Requests for Quotations

A. Purpose

The process of requesting price quotations is a means to insure that goods and services required by the Authority are obtained in a cost-effective competitive process. Absent emergency purchases necessary to protect public health or safety, for purposes of maximizing competition, all routine Requests for Quotations shall have a closing date that is at least thirty calendar days after the date the Requests for Quotations is issued publicly, unless there is a required minimum number of quotations for a certain purchase and that minimum number of quotations has been obtained by the Authority in advance of the thirty-day closing date.

B. Use

Purchase Requisitions with estimated value from $5,000.01 up to and including $50,000 require a request-for-quotations competition before award.

The request-for-quotations competition may be utilized, at the discretion of the Director Purchasing Services, for Contract Requests for professional services with estimated value from $25,000.01 up to and including $50,000.

Exemptions:

Procurement of goods and trade services which will not cumulatively exceed $5,000 per Authority unit, per type of item, and per fiscal quarter

Professional services which will not cumulatively exceed $25,000 per vendor, per fiscal year

Exempt items in Section 2.1, items expressly exempted by the Executive Director or Director Purchasing Services, sole source items, and emergency purchases.

C. Requirements

Quotations from a minimum of three responsible* vendors shall be solicited as follows:

1. For estimated values from $5,000.01 up to and including $25,000-A documented verbal/telephone or written quotation.

2. For estimated values from $25,000.01 up to including $50,000 - A written quotation on an acceptable vendor form or on an Authority quotation form.

* If reasonable and practicable, additional vendors shall be contacted whenever there is a “no quote”.
2.17 Acquisitions $50,000.01 and up

A. Purpose

Acquisitions in this category shall require full and open (advertised) competition before award, except for exempt items in Section 2.1, those expressly exempted by the Executive Director or Director Purchasing Services using their respective Exemption Data Sheets, sole source items, and emergency purchases. The specific methods to be employed to satisfy the requirement for competition are:

1. SEALED BID
2. TWO STEP SEALED BID
3. NEGOTIATED PROCUREMENT
4. REQUEST FOR PROPOSAL (RFP & CCNA)
5. CONSTRUCTION BID
6. ALTERNATE METHOD

The determination of the most appropriate method of competition to be used shall be the responsibility of the Director Purchasing Services. The selection of a method shall be contingent upon the nature, circumstances, complexity, time constraints or other such objective factors of the procurement. Absent emergency purchases necessary to protect public health or safety, for purposes of maximizing competition, all solicitations for full and open (advertised) competition that are issued by the Authority for this category of acquisitions shall have a closing date that is at least thirty calendar days after the date the solicitation is issued publicly.

B. Use

SEALED BID is a method of competition in contracting used where there exist definitive specifications or a statement of work with price being the principal deciding factor for award.

TWO-STEP SEALED BID is a modified form of sealed bid competition where a definitive specification or statement of work cannot be initially produced. Contact with prospective bidders, via requests for information would be required to reach a level of understanding of the proposed acquisition without discussion of price. After discussions, pricing data would be submitted by a sealed bid, with price then being the principal deciding factor for award.

NEGOTIATED PROCUREMENT is a method of contracting when it is determined that the vendor is a sole source or when competitive bidding has failed to produce an acceptable result.

REQUEST FOR PROPOSAL (RFP) is a method of seeking competition for complex goods and services when sealed bidding is neither practical nor advantageous to the Authority. Price data would be just one of several determining factors in making the award.

CCNA REQUEST FOR PROPOSAL is a special type of RFP defined by the State of Florida under F.S. 287.055, a section known as "Consultants' Competitive Negotiation Act" (CCNA). It is utilized specifically to select professional architect, engineer, landscape architect, or land surveying services. It is a two-step method with selection of vendor
made by merit, followed by negotiation of a contract with the most qualified firm.

CONSTRUCTION BID is a specialized type of sealed bid used for construction projects.

ALTERNATE METHOD - is a modification or combination of the methods described above defined by the Director Purchasing Services at time of need. The method shall abide by the principles of open advertised competition and the award shall be to the firm that can provide the best value in goods or services to the Authority.

C. Requirements

Procurements in this category are a team effort. The Requestor is responsible to clearly express "what is to be acquired" and Purchasing Services is responsible for "how it is to be acquired". The EBO Office shall review each bid or proposal solicitation’s scope of work, specifications, and proposed evaluation criteria in advance of the public issuance of Bid Solicitation documents by the Authority, and shall collaborate with other internal stakeholders in the bid solicitation process to determine whether any modifications should be made to remove unnecessary barriers or impediments to the participation or selection of S/M/WBE firms. In the event consensus cannot be reached on modifications recommended by the EBO Office on proposed bid solicitation documents, the Executive Director shall make the final determination.

There are several specific requirements unique to each method of competition, but all begin with the submission of a Purchase Requisition or Contract Request to Purchasing Services.

D. Procedures

1. SEALED BID

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<td>Bid opening</td>
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<td>Evaluation-Technical</td>
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<td>Award</td>
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2. TWO STEP SEALED BID

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<td>Receive and Review Proposals</td>
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<td>Interview Contractors (Optional)</td>
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3. **NEGOTIATED PROCUREMENT**

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<td>Interview potential contractor</td>
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4. **REQUEST FOR PROPOSAL** -- See Section 2.18

5. **CCNA REQUEST FOR PROPOSAL** -- See Section 2.19

6. **CONSTRUCTION BID** - Complex sealed bid developed jointly by Purchasing Services and Engineering. Engineering may utilize outside firms to assist with the engineering technical sections of the bid. Generally follows the procedures of a standard sealed bid. Applicable sections of Florida Statutes regarding bonding, etc. shall be observed. The need, and the type and size of a bond for projects not covered by Florida Statutes are determined by the Director of Purchasing Services or Designee in coordination with the Project Manager and Engineer of record. The determination is on a project by project basis based on a risk versus cost analysis. The standard accountability for sub tasks is given in flow charts - Exhibits L and M.

7. **ALTERNATE METHOD** -- As established on a case per case basis by Director Purchasing Services in conjunction with Requestor.

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**2.18 Request for Proposal (RFP) Procedure**

**A. Use**

The following procedure shall be used for RFP's over $50,000. Specialized RFP's such as Requests for Qualifications (RFQ’S), CCNA type procurements, and similar strategies shall also employ this procedure. Absent emergency purchases necessary to protect public health or safety, for purposes of maximizing competition, all RFPs or RFQs that are issued by the Authority for this category of acquisitions shall have a closing date that is at least thirty calendar days after the date the solicitation is issued publicly.

**B. Procedure**

1. Upon receipt of a Contract Request from the Requestor, Purchasing Services in conjunction with Requestor shall formulate a draft RFP.

2. Draft RFP should be reviewed internally, as required, by General Counsel, Risk Management, and the Requestor.

3. A pre-proposal meeting is not required but strongly recommended for all RFP’s.
Addenda shall be processed by Purchasing Services after coordinated preparation with Requestor.

4. An invitation to serve at their choosing in the RFP selection process shall be extended to the CAC through its Chair.

5. The Selection Committee members will be asked to independently read and evaluate the proposals prior to the committee’s first meeting. The evaluation must be performed in accordance with the criteria contained in the RFP. When the committee completes its evaluation, it will submit a recommendation of award through Purchasing Services.

6. If the RFP is for professional services which do not allow cost to be a factor in evaluation, the committee will provide Purchasing with a short list of offerors in the order in which they are ranked. Negotiations will be conducted with the highest ranked offeror. If agreement cannot be reached, negotiations may begin with the next highest ranked proposer or subsequent proposers until an agreement is reached or all proposals are rejected.

7. The Selection Committee at a minimum shall include the Project Manager/Requestor, a Staff Member with special expertise, the Coordinator of the EBO Office or designee, a Staff Member with business/financial expertise, and a non-voting Purchasing Services Member. Additional members may also include any of the following:

   a. SWA Citizen Advisory Committee Member
   b. Additional Staff Member(s)
   c. Outside participant with a desired expertise or representation
   d. SWA Consultant

9. The Purchasing Services staff member designated as chair shall be responsible for administering procurement policies and logistical matters but shall be a non-voting member of the Selection Committee. The number of voting selection committee members shall never be less than three (3). The number of voting selection committee members shall, at a minimum, always be odd, namely, three (3), five (5), or seven (7).

10. Non-SWA Staff participants will have significant and pertinent knowledge and experience that would enhance the selection process without compromising its integrity or fairness or represent an affected constituency.

11. At no time shall the composition of the committee include more than one (1) Staff Member from a department (under the same Director) if it is composed of only three (3) voting members. At no time may more than two (2) Staff Members from the same department (under the same Director) serve on the same Selection Committee.

12. Potential or actual appointees to a selection committee shall recuse themselves from serving on said committee if there is an actual conflict of interest or the appearance of a conflict of interest in the sole judgment of the Director of Purchasing.
13. The Director of Purchasing shall approve in writing the composition of all SWA Selection Committees.

14. Any departures from the above rules will be submitted to the Executive Director or his designee in the form of a memorandum with sufficient justification by the Project Manager/Requestor and a recommendation for approval of the composition of the committee from the Director of Purchasing. The Executive Director or his designee will authorize the committee composition by signing the memorandum.

2.19 CCNA Request for Proposal

A. Purpose

Selection of Engineers, Architects, Landscape Architects, and Surveyors shall be in accordance with the Consultants’ Competitive Negotiations Act (CCNA) F. S. 287.055, as amended.

Under CCNA, the Authority evaluates factors such as:
- capability
- adequacy of personnel
- past record
- experience
- certification as an M/W/SBE
- location

and such other factors as may be determined by the Authority to be applicable to its specific requirements.

B. Procedure

1. The Requestor shall submit a Contract Request to Purchasing Services. The Procurement Manager, with input from Engineering as to the required Scope of Work, shall prepare a Request for Qualification (RFQ). The document should be reviewed, as needed, by General Counsel, Risk Management, the Project Manager, the Coordinator of the EBO Office or designee, and Director of Engineering.

2. The EBO Office shall review bid or proposal scope of work, specifications, and proposed evaluation criteria in advance of the issuance of Bid Solicitation documents by the Authority, and shall collaborate with other parties to determine whether any modifications should be made to remove unnecessary barriers or impediments to the participation or selection of S/M/WBE firms. In the event consensus cannot be reached on modifications recommended by the EBO Office on proposed bid solicitation documents, the Executive Director shall make the final determination.

3. Purchasing shall ensure proper public advertisement.

4. The Procurement Manager shall prepare the final RFQ document and distribute to proposers. The Engineering Department shall provide a list of
suggested proposers. Absent emergency purchases necessary to protect public health or safety, for purposes of maximizing competition, all RFQs that are issued by the Authority for this category of acquisitions shall have a closing date that is at least thirty calendar days after the date the RFQ is issued publicly.

5. Addenda shall be prepared by the Procurement Manager with input from Engineering. Addenda shall be distributed to proposers by Purchasing Services.

6. The Selection Committee, constituted as stipulated in Section 2.18.B.7 above, shall review proposals and short-list to a pre-determined number of firms but not less than three firms, if the number or quality of respondents permit. The Procurement Manager shall be responsible for notifying all firms of the short-listing results.

7. The short-listed firms shall have the opportunity to make an oral presentation to the Selection Committee regarding their qualifications. Oral presentations by proposers are for clarification purposes only. The committee may not receive or consider any material, additions, or changes to the proposal submitted. If oral presentations are available to the short-listed firms, new evaluation sheets will be distributed to the committee prior to presentations. Each committee member will reevaluate each of the finalists on both the oral presentation and the proposal submitted using the same process. This shall be arranged and coordinated by the Procurement Manager.

8. After the oral presentations, the Selection Committee shall rank the short listed firms in order of preference. The Director of Engineering shall negotiate a Contract with the firm(s) in the preferential order. The Director of Engineering shall be responsible for preparing the Board Agenda Item. Upon approval by the Board, the contract is executed.

9. As per the CCNA, should the Authority be unable to negotiate a satisfactory Contract with the most qualified/highest ranked firm, negotiations shall be formally terminated. Then, negotiations shall be opened with the second most qualified firm, and so on.

10. Items to be negotiated are (but not limited to):

   Lump Sum Fees
   Hourly Rates
   Reimbursable Costs
   Multipliers
   Sub-Consultants' Rates

2.20 Source Selection and Contract Formation

A. Competitive Sealed Bidding

1. Conditions for Use - All contracts of the Authority shall be awarded by competitive sealed bidding (in any of the several formats described in this
2. Invitation to bid - An invitation for bids shall be issued and shall include instructions to bidders, specifications, and contractual terms and conditions applicable to the procurement. Pre-bid conferences are not normally required but recommended for complex purchases. Mandatory pre-bid conferences are permissible and non-attendance may be grounds for vendor disqualification.

3. Public Notice - Adequate public notice of the invitation to bid shall be given a reasonable time, not less than 14 calendar days, prior to the date set forth therein for the opening of bids. Such notice may include publication in a newspaper of general circulation for a reasonable time prior to bid opening. The public notice shall state the place, date, and time of bid opening. Applicable sections of Florida Law shall be observed.

4. Bid Opening - Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation to bid. The amount of each bid, and such other relevant information as the Director Purchasing Services deems appropriate, together with the name of each bidder shall be recorded. Alternatively, at the discretion of the Director of Purchasing Services, the reading of the details of a bid may be waived and public inspection delayed until such time as the Authority provides notice of a decision or intended decision to award or until thirty (30) days after bid opening, whichever is earlier.

5. Bid Acceptance and Bid Evaluation - Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Purchasing Manual. Bids shall be evaluated based on the requirements set forth in the invitation to bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation to bid shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the invitation to bid.

6. Waiver of irregularities and rejection of any and all bids - Bidders shall be permitted to withdraw their bids, in writing, at any time prior to bid opening. The Authority reserves the right to waive any irregularities and to reject any and all bids. In making the determination as to whether a bid may be corrected after opening, the criteria is whether the corrected bid would affect the amount of the bid to such an extent as to give the bidder an advantage or benefit not enjoyed by the other bidders.

7. Award - The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation to bid. In the event the low responsive and responsible bid for a project exceeds available funds as certified by the Chief Financial Officer and such bid does not exceed such funds by more than ten percent (10%), the Director Purchasing Services is authorized, when time or economic considerations
preclude resolicitation of work of a reduced scope, to negotiate, jointly with Requestor, an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the invitation to bid.

B. Competitive Proposals

1. Conditions for Use - When the Director Purchasing Services determines that the use of competitive sealed bidding is either not practicable or not advantageous to the Authority, a contract may be entered into by use of the competitive sealed proposals method (in any of the formats described in this Purchasing Manual).

2. Request for Proposals - Proposals shall be solicited through a Request for Proposals. Pre-proposal conferences are not required but recommended for complex requests for proposals. Mandatory pre-proposal conferences are permissible and failure to attend may be grounds for vendor disqualification.

3. Public Notice - Adequate public notice of the Request for Proposals shall be given in the same manner as provided in Section 2.20.A.3 (Competitive Sealed Bidding, Public Notice); except that the minimum time shall be 21 calendar days.

4. Receipt of Proposals - A register of proposals shall be prepared containing the name of each offer or the dates and number of addenda if any. The register of proposals shall be open for public inspection one business day after receipt of proposals.

5. Evaluation Factors - The Request for Proposal shall state the relative importance of price and other evaluation factors.

6. Discussion with Responsible offerors and revisions to Proposals - As provided in the Request for Proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

7. Award - Award shall be made to the most responsive, responsible offeror whose proposal is determined in writing to be the most advantageous to the Authority, taking into consideration price and the evaluation factors set forth in the request for proposals and delineated below. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.
8. **RFP/RFQ Evaluation Criteria Scoring** - RFP and RFQ Evaluation Criteria will be restructured to a recommended standard format scoring for a total of 100 points.

**RFP/RFQ Scoring (maximums for each criterion)**

| **Experience & Qualifications of the firm** | 20 |
| **Qualifications of Staff** | 20 |
| **Approach/Methodology** | 15 |
| **References** | 5 |
| **Cost of Services** | 15 |
| **S/M/WBE Participation** | 15 |
| **Local Participation** | 10 |

Points are subject to change based upon appropriate justification for the services requested.

*RFQ (including CCNA) will not have cost criteria.
*RFQ under CCNA will have S/M/WBE criteria; S/M/WBE preference points shall not exceed 15 points; Local Preference points shall not exceed 10 points; combined points for S/M/WBE and Local Preferences shall not exceed 25 points.

Final scoring criteria and associated points will be disclosed in each solicitation.

**C. Cancellation of Invitations for Bids, Requests for Proposals, Requests for Qualifications**

The Authority reserves the right to terminate, suspend, cancel or re-solicit an invitation to bid, a request for proposals, a request for qualifications, or other solicitation in whole or in part as may be specified in the solicitation, when it is deemed in the best interest of the Authority. Each solicitation shall contain a notice of the foregoing. The Purchasing Director will notify the firms solicited, in writing, of any such action with notice of the effective date of termination, suspension or cancellation.

**2.21 Coin Toss**

If the Authority’s use of any competitive procurement method results in two bidders being tied as being the lowest responsible bidder, or in two bidders being scored as being equally qualified as the most qualified bidder, the contract award shall be determined by the winner of a coin toss. Under the coin toss process, each bidder shall be entitled to call heads or tails on the coin toss. This process shall be repeated until one bidder successfully calls the coin toss more times than the other bidder. Each coin shall be tossed in a consistent manner by an SWA employee appointed by the Purchasing Director with no involvement or stake in the outcome, and agreed upon by both bidders in advance of the coin toss. The coin toss shall be a public proceeding with the affected firms specifically invited to attend. Purchasing Service shall officiate in the presence of at least two Authority staff members as witnesses. The result will be set in writing and signed by the witnesses.
SECTION 3 SPECIFICATIONS

3.1 Maximum Practicable Competition

Specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the Authority's needs, and shall not be unduly restrictive.

3.2 Brand Name or Equal Specification

A. Use - Brand name or equal specifications may be used when the Director Purchasing Services or the professional architect or engineer preparing the plans or specs determines that:

1. No other design or performance specification or qualified products list is available;

2. Time does not permit the preparation of another form of purchase description, not including a brand name specification.

3. The nature of the product or the nature of the Authority's requirements makes use of a brand name or equal specification suitable for the procurement; or

4. Use of a brand name or equal specification is in the Authority's best interest.

B. Designation of Several Brand Names - Brand name or equal specifications shall seek to designate as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated shall be considered for award. The EBO Office shall alert Purchasing whenever brand name specifications are likely to adversely affect S/M/WBE availability to bid or undermine the competitiveness of S/M/WBE firms. In the event consensus cannot be reached between the EBO Office and Purchasing regarding the need and efficacy for the use of certain brand name specifications in a Bid Solicitation, the Executive Director shall render the final administrative determination regarding the use of that Brand Name specification.

C. Required Characteristics - Unless the Director Purchasing Services or professional architect or engineer determines that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.

D. Nonrestrictive Use of Brand Name or Equal Specifications - Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.
3.3 Brand Name Specification

A. Use - Since use of a brand name specification is restrictive of product competition, it may be used only when the Director Purchasing Services or professional architect or engineer preparing the plans or specs makes a determination that only the identified brand name item or items will satisfy the Authority's needs.

B. Competition. The Director Purchasing Services shall seek to identify sources from which the designated brand name items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 2.15, Sole Source Purchases.
SECTION 4 PENALTIES AND ENFORCEMENT

It is necessary for users of the Authority's purchasing system to follow the approved procedures. Failure to comply shall result in the following penalties:

4.1 Non-criminal Violation

Per applicable policies of the Authority's Personnel Policy Manual.

4.2 Criminal Violation

Violations of this Purchasing Manual which are criminal in nature shall be referred to the State Attorney’s Office for appropriate action.
SECTION 5 MISCELLANEOUS RULES

5.1 Miscellaneous Rules

- No purchases shall be divided for the purpose of bringing such purchases to a lower level of competition.
- Multiple requests for the same item (or type of item) will be aggregated, per Authority unit, whenever reasonable and practicable, for the purpose of determining level of competition required. Requesting units shall not subdivide any known requirements in order to circumvent competition rules.
  
  Whenever reasonable and practicable, Purchasing Services will aggregate similar requirements arriving from different units and utilize the level of competition required for the aggregated value.

- New contracts, extensions, and amendments for engineering, architectural, and land surveying services; construction/repair projects; and services of a sensitive nature (as determined by the Executive Director) require Board approval.
- New contracts, extensions, and amendments for budgeted recurring expenses (security services, travel agency services, insurance premiums, etc.) do not require Board approval.
SECTION 6  ECONOMIC INCLUSION POLICY AND PROCEDURES

6.1  Economic Inclusion Policy and Objectives

The Authority shall use its best efforts to ensure that all segments of its business population, including, but not limited to, small, local, minority, and women-owned businesses, have an equitable opportunity to participate in the Authority's procurement process, prime contract, and subcontract opportunities, and that no business shall be excluded from participation, denied benefits of, or otherwise discriminated against, in connection with the award and performance of any contracts with the Authority on the grounds of race, national origin, gender or disability status.

An inclusive, robust, and competitive local marketplace is consistent with the Authority’s fiduciary duty to reduce the economic burden on the rate payers it serves. In furtherance of its mission to efficiently and cost-effectively collect and process solid waste on behalf of the residents of Palm Beach County, the Authority seeks to promote the formation, growth, and competitive viability of its indigenous business population through the economic inclusion policies and procedures set forth in this Purchasing Manual.

6.2  Equal Business Opportunity Office

The Equal Business Opportunity (“EBO”) Program will be administered and managed by the Coordinator of the EBO Office. The Coordinator of the EBO Office shall be managed by, and report directly to, the Executive Director. The Coordinator of the EBO Office or designee shall attend all Authority Board meetings to address any Equal Business Opportunity Policy issues that are addressed by the Board’s meeting agenda. The EBO Office also shall be primarily responsible for the overall administration and management of the Economic Inclusion Policy, including, but not limited to, application of Affirmative Procurement Initiatives under the EBO Program preferences, the Local Business Enterprise preferences, recommendations to Purchasing and the Office of General Counsel regarding imposition of corrective actions and sanctions for non-compliance with Economic Inclusion Policies, Programs, and Procedures, and other administrative reforms that serve the objectives of this Section.

A representative of the EBO Office shall serve as a voting selection panel member for the award of all “best value” contracts of the Authority where low price is not the sole determining factor in contract award decisions. The role of the EBO Office representative on such selection panels is to promote fairness in scoring that does not improperly favor large and incumbent firms over the comparable meaningful qualifications of S/M/WBE firms. In addition, all prospective formal contract bid solicitations shall be reviewed in advance by the EBO Office for the purpose of recommending elimination of unnecessarily restrictive contract specifications that may serve as barriers or impediments to S/M/WBE participation. The EBO Office shall, when appropriate, recommend de-bundling of large contracts to the Purchasing Department and the Originating Department when such de-bundling may substantially increase S/M/WBE contract opportunities and participation without imposing an undue burden on the Authority in terms of contract management or cost. The Coordinator of the EBO Office or designee shall determine which Affirmative Procurement Initiatives shall be applied to each SWA bid solicitation. The Executive Director shall make the final determination whenever consensus cannot be reached between the EBO Office, the Purchasing Department, and the Originating Department regarding proposed contract specifications and modifications to same.
6.3 Commercial Nondiscrimination Policy

a. Statement of Policy

It is the policy of the Authority not to enter into a contract or to be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, subcontractors or commercial customers on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the relevant marketplace for Palm Beach County.

b. Policy Implementation

The EBO Office shall implement this policy by periodically conducting outreach and by distributing educational materials to the Authority’s contracting and vendor community and related trade associations to advise such contractors, vendors and prospective respondents of this policy and the procedures to be followed in submitting complaints alleging violations of this policy. In addition, the Executive Director, the Office of the Chief Financial Officer, the Director of Purchasing, and the Office of the General Counsel shall ensure that the following commercial nondiscrimination clause language is set forth in, and incorporated into, all the Authority contracts that result from formal solicitations:

Every contract and subcontract shall contain a nondiscrimination clause that reads as follows:

"As a condition of entering into this agreement, the company represents and warrants that it will comply with the Authority’s Commercial Nondiscrimination Policy as described under Section 6.3 of the Authority’s Purchasing Manual. As part of such compliance, the company shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the Authority’s relevant marketplace in Palm Beach County. The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification or debarment of the company from participating in Authority contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party."

All Formal Solicitations issued for Authority contracts shall include the following certification to be completed by the Respondent:

"The undersigned Respondent hereby certifies and agrees that the following information is correct:

In preparing its response on this project, the Respondent has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the
Authority's Commercial Nondiscrimination Policy as set forth in Section 6.3 of its Purchasing Manual, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in SWA’s relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the Authority to reject the response submitted by the Respondent on this project, and to terminate any contract awarded based on the response. As part of its response, the Respondent shall provide to the Authority a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Respondent discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the Authority, the Respondent agrees to comply with the Authority’s Commercial Nondiscrimination Policy as described under its Purchasing Manual – Economic Inclusion Policy and Procedures, Section 6.3.

6.4 Equal Business Opportunity Program

A. Factual Predicate and Purpose

1. This policy is adopted to establish an Equal Business Opportunity Program to remedy the ongoing effects of identified marketplace discrimination that the Authority has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises (“S/M/WBE”) in SWA contracts.

2. In March 2017, the Authority received and reviewed the Disparity Study Final Report (“the Study”) conducted by Mason Tillman Associates, Ltd. (“MTA”) on behalf of the Solid Waste Authority of Palm Beach County (“SWA”). The MTA Disparity Study used a variety of methodologies and data sources to undertake a comprehensive examination of the relevant marketplace for Authority purchases for the Study period from October 1, 2008, through September 30, 2013. This Study identified a number of barriers, including various forms of marketplace discrimination that appear to have undermined the formation, growth, and equitable participation of minority- and women-owned businesses in SWA purchases and contracts. Among the numerous Study findings that form a strong basis in evidence to support adoption of this Policy are the following:

   a) Statistically significant disparities in the award of both prime and subcontracts to M/WBE firms were found in every one of five industry segments (i.e., Construction, Professional Services, Commodities, Other Services, and Trade Services). These disparities were calculated in compliance with the constitutional parameters set forth in City of Richmond v. J.A. Croson (Croson), and its progeny, and established an inference that marketplace discrimination was affecting market outcomes. Disparity analysis undertaken within certain smaller dollar
thresholds supported a conclusion that lack of capacity on the part of M/WBE firms did not cause the identified disparities.

b) Inferences of marketplace discrimination were buttressed by regression analysis of PUMS data from the relevant geographic market that controlled for a number of variables in the characteristics of business owners, yet yielded significant disparities in business formation rates, business earnings, and access to capital on the basis of race and gender.

c) Qualitative evidence from a number of interviews and public comments by M/WBE business owners identified a number of discriminatory barriers adversely affecting the utilization of ready, willing, and able M/WBE firms. Among these were unequal access to capital, good old boy networks, a bias in favor of incumbent non-minority firms over similarly qualified M/WBE firms on the part of SWA selection panels, ineffectiveness of a race-neutral SBE program since 2012 in eliminating M/WBE utilization disparities, unnecessarily restrictive bid specifications, fraudulent reporting by some primes of M/WBE participation on SWA contracts, and passive participation by SWA staff in private sector discrimination against M/WBE firms through continued use of primes that have improperly excluded M/WBE subcontractors from contract opportunities.

3. In April 2018, the governing Board approved several administrative reforms and amendments to SWA’s SBE program intended to strengthen and improve the effectiveness of the SBE program in enhancing M/WBE participation in SWA contracts. Moreover, a business stakeholder group was appointed and convened by the Authority for purposes of deliberating over the course of five meetings for the purpose of considering the efficacy and justification for a broad array of proposed race- and gender-neutral and race- and gender-conscious policy options and remedial program elements.

4. In June 2018, feedback from the stakeholder meetings was presented to the Board to aid in its deliberations regarding appropriately narrowly tailored program elements to address barriers to M/WBE contract participation identified by the Study and public comment. This feedback was summarized in the form of a chart reflecting prioritization rankings by the stakeholders for each policy option considered, and a revised Policy Option Matrix document. The Policy Option Matrix outlined proposed program elements and features, factual justifications for each such program element and feature, and pros and cons to be considered in the practical implementation of such remedies.

5. Based upon the totality of this factual predicate, including independent consultant critiques of the strengths and weaknesses of the Disparity Study and the appropriateness of reliance upon its findings and recommendations, the Board determined that the strength of that evidence was sufficient to proceed with policy deliberations. On June 20, 2018, the SWA Board concluded its lengthy deliberations regarding remedial relief through its approval of this Equal Business Opportunity Program.
B. Program Objectives

1. This Policy, and the SWA Purchasing Manual procedures established pursuant to this Policy, shall serve the Authority’s compelling interest to remedy the various ongoing effects of marketplace discrimination against S/M/WBEs that are ready, willing, and able to sell goods and services to the Authority.

2. The narrowly-tailored remedial efforts established in this Policy are designed to promote greater availability, capacity development, and contract participation by S/M/WBEs in SWA contracts, and in doing so, enhance competition to the benefit of SWA’s ratepayers and customers.

3. This Policy is intended, in part, to further the Authority’s compelling interest in ensuring that it is neither an active nor passive participant in private sector marketplace discrimination, and to actively promote equal opportunity for all segments of the contracting and business community to participate in SWA contracts.

4. The Authority shall resort to the use of race- and gender-conscious means for addressing disparities within the realm of its contracting only when it is apparent that the use of race- and gender-neutral means alone will likely be insufficient to remedy the effects of identified discrimination.

5. Having found that it has a compelling governmental interest to remedy the effects of discrimination upon Authority contracts, the Board directs the Executive Director or designee, the Director of Purchasing or designee, and the EBO Program Coordinator or designee to collaborate in periodically recommending to the Board possible future amendments necessary to fully effectuate the purposes and objectives established in this Policy. Such proposed amendments shall also be narrowly-tailored in accordance with applicable law, and the specific barriers to S/M/WBE participation identified within the SWA’s factual predicate as described above in Section 6.4.A. of this Policy.

6. It is the policy of the Authority to take all necessary, reasonable, and legal action to prevent discrimination and to ensure that all businesses, including S/M/WBEs, are afforded the maximum practicable opportunity to participate in the Authority’s purchasing and contracting processes.

7. As referenced in Section 6.3, it is the policy of the Board to ensure that the firms it engages in business with do not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall any such firms retaliate against any person for reporting instances of such discrimination. The firms shall provide equal opportunity for subcontractors,

8. The EBO Office shall have primary oversight responsibility with the full support and cooperation of all other Authority offices and departments in the administration of the EBO Program, as well as in the administration of other economic inclusion policies contained in the Purchasing Manual.
C. Scope and Exclusions

1. This EBO Program shall apply to all solicitations and awards of contracts for the purchase of services, goods, or supplies that are awarded by, or on behalf of, the SWA; including, but not limited to, every contract or other agreement between the SWA and any governmental agency, quasi-governmental agency, corporation, vendor, or contractor, under which the agency, corporation, vendor, or contractor directly or indirectly receives any fiscal assistance or remuneration from the Authority for the purpose of contracting with businesses to perform construction, professional services, commodities, other services, or trade services contracts, or for the purpose of directly or indirectly purchasing goods or services for use by the Authority. As such, the SWA shall require the agency, corporation, vendor, or contractor to comply with this Policy in the solicitation, the award, and administration of that contract or agreement, provided; however, that the following categories of contracts shall be excluded from the scope and application of this Policy:

   a. Contracts for the purchase of goods or services of a unique nature for which the Authority’s Purchasing Department determines and confirms there is only a sole source of supply;

   b. Contracts for electricity or water and sewage services from a municipal utility district or governmental agency;

   c. Emergency contracts for goods or supplies that the Executive Director or designee determines are necessary for the preservation of public health or safety and whose immediacy of need is so great that it is impractical for the Authority to apply the terms of this EBO Program to the contract;

   d. Contracts for the Authority’s lease or purchase of real property where SWA is lessee or purchaser; and

   e. Contracts for personal services involving the unique abilities or style of a particular individual.

D. Administrative Reforms

In furtherance of the objectives of this Economic Inclusion Policy and the EBO Program, the Executive Director or designee shall be responsible for implementing the following procurement policy reforms and non-industry-specific remedies to address ongoing effects of discrimination that adversely affect M/WBE access to public and private sector contracting opportunities and that will further facilitate the efficient implementation and successful enforcement of the EBO Program:

1. Solicitation Specification Review

Each Formal Solicitation issued by the Authority shall be referred to the Equal Business Opportunity ("EBO") Office and the Director of Purchasing in advance of publication to determine whether it contains any specifications that may unnecessarily restrict competition or adversely impact the ability of S/M/WBE firms to respond or participate as subcontractors. If such objectionable specifications (including brand name specifications as referenced in Sections 3.2 and 3.3) are identified through this review process, the Director of Purchasing, the Coordinator, or designee of the EBO Office, and the Project Manager for the Originating Department shall seek consensus in developing an acceptable modification to the specification.
In the event consensus cannot be reached, the Executive Director or designee shall make a final determination regarding the proposed modifications to the specification.

2. Respondent De-briefings

For any contract in which the S/M/WBE has undertaken a Formal Solicitation and subsequent evaluation of responses in accordance with a “Best Value Contracting” method of procurement, the Director or Manager of the department issuing the solicitation, or of the department on whose behalf the solicitation was issued, or their designees, shall provide a de-briefing to any non-recommended Respondent, upon request. At a minimum, debriefings shall include disclosures of scoring criteria and scores from the evaluation panel responsible for making the selection for each response that was evaluated. To the extent possible, the de-briefing should also identify for each non-recommended Respondent those areas where its submittal was not as competitive as others, with an explanation as to why. Bid solicitation language and the EBO Office shall encourage disappointed Respondent bidders to avail themselves of such bid-debriefing opportunities.

3. Administrative Strategies / De-bundling

Each Formal Solicitation issued by the Authority shall be referred to the EBO Office in advance of publication to determine whether it contains any specifications that may unnecessarily restrict competition or adversely impact the ability of S/M/WBE firms to respond or participate as subcontractors. Such review shall also consider whether it is feasible to de-bundle the contract by reducing the size of the procurement or contract to maximize participation opportunities for S/M/WBE prime contractors and subcontractors without imposing undue costs or administrative burdens upon the Authority. If such objectionable specifications are identified through this review process, the Coordinator of the EBO Office, the Director of Purchasing, and the contracting officer for the Originating Department, shall seek consensus in developing an acceptable modification to the specification. In the event consensus cannot be reached, the Executive Director or designee shall make a final determination regarding the proposed modifications to the specification.

4. SWA Staff Training (EBO Program Procedures and Responsibilities)

The latest version of EBO Program Procedures and Responsibilities as set forth in this Purchasing Manual shall be promptly disseminated and distributed to all SWA personnel that are in any way involved in the procurement solicitation, selection, and award processes; vendor/contractor/bidder recruitment, outreach, and centralized bidder registration; vendor/contractor contract compliance and contract monitoring, invoice processing, and reporting requirements of these Economic Inclusion policies. On no less than an annual basis, the EBO Office shall be responsible for providing formal training to appropriate SWA management and staff regarding roles and responsibilities established under the EBO Program. As appropriate, the elements of these roles and responsibilities shall be incorporated into SWA personnel job descriptions and personnel job performance evaluations.

5. Subcontract Remedies (Mobilization / Working Capital / Direct Payments)

The Executive Director, in collaboration with the Coordinator of EBO, the Chief Financial Officer, and the Director of Purchasing, shall establish and convene a work group of SWA personnel to research, explore, and recommend a variety of options for better addressing the working capital needs of S/M/WBE firms on Authority prime contracts and subcontracts. Such options shall include, but not be limited to, models for providing initial start-up mobilization fees to prime contractors and subcontractors in advance of first-phase contract performance; revolving working capital funds administered by third parties; direct payment by SWA of subcontractor invoices in limited circumstances (with approval of prime contractors); and assistance with, or facilitation of, fleet purchases or leases and acquisition of specialized equipment. The
6. Website Enhancement Strategies

The Executive Director shall establish a work group of SWA personnel to oversee and implement enhancements to the Authority’s website to make it more user-friendly to business stakeholders and to enhance transparency regarding upcoming, ongoing, and past contract awards. Such website enhancements shall reflect the recommendations of the Disparity Study at pp. 12-27 through 12-30, and should also incorporate requirements from Section 22 of this Purchasing Manual on the establishment of the Centralized Bidder Registration System, and from Section 30 of this Purchasing Manual on Electronic Commerce.

7. Uniform Lead Time for Bid Submittals

In accordance with Section 2 of this Purchasing Manual, and in the interest of providing a fair opportunity for smaller firms to compete for SWA contracts, and for purposes of maximizing competition, absent emergency purchases necessary to protect public health or safety, all routine Requests for Quotations, Requests for Proposals, and other forms of bid solicitations shall have a closing date that is at least thirty calendar days after the date such bid solicitation is issued publicly.

8. Establish Ad Hoc Position for EBO Ombudsman (Mediation of Disputes)

The Executive Director shall appoint a senior staff person outside of the realm of purchasing and contract activity to serve as the EBO Ombudsman for purposes of mediating disputes between S/M/WBEs and prime contractors and vendors, and / or the EBO Office staff and other SWA departments. Any aggrieved S/M/WBE firm may seek the services of the EBO Ombudsman by filing a request through the EBO Office. The intent of the mediation process is to prevent small disputes from becoming costly legal disputes, and to seek reasonable resolution of such disputes that are satisfactory to all parties. Participation in such mediation efforts shall be voluntary, and must be agreed to by all parties. The purpose of such mediation is to help resolve disputes before they become major impediments to successful performance of SWA contracts. In selecting personnel or consultants to serve in this role of EBO Ombudsman, the Executive Director shall take into consideration the nature of the contract and the dispute, the neutrality and reputation of the potential ombudsman, and any specialized knowledge and skill sets that would be helpful at arriving at a fair and just resolution.

9. Expedited Payment Program

The Executive Director, in collaboration with the Coordinator of the EBO Office, the Chief Financial Officer, and the Director of Purchasing, shall establish and convene a work group of SWA personnel to research, explore, and recommend a variety of options for accelerating payment of invoices in ten days or less. Such options shall include consideration of incentives such as acceptance of percentage discount offers in contractor / vendor invoices that are paid by SWA within ten or fewer days of receipt. Streamlining of the invoice approval process shall also be part of focus of this work group. The intent of the Expedited Payment Program is to attract more bidders, enhance competition, and obtain lower prices on behalf of the SWA and its rate payers. The work group should conclude its research and present its findings and recommendations for consideration by the Executive Director by no later than the end of the calendar year.

work group should conclude its research and present its findings and recommendations for consideration by the Executive Director by no later than the end of the calendar year.
10. Disputed Invoices – Five Day Notice Requirement

In accordance with Section 1.5 A of this Purchasing Manual, within five days of the Authority’s receipt of any payment request or invoice from a contractor or vendor, Financial Services shall notify such contractor or vendor in writing regarding any and all deficiencies in its payment request or invoice that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the invoice that can be paid, the Authority shall proceed with prompt payment of that portion of the invoice.

11. Direct Owner Purchasing Program

Under this API, the Authority shall continue and expand its practice of directly purchasing large dollar item equipment and supply purchases for its construction, trade services, maintenance, or repair projects and contracts that are valued at $500,000 or less, (e.g., HVAC units, pumps, hoppers, incinerators, liners for landfills, scrubbers, sprinkler systems) so as to level the playing field for smaller contractors that may not be able to negotiate as low of a price with suppliers or vendors. In this way, contractors will not need to provide bonding for that portion of the contract that would normally require them to purchase those large dollar equipment and supply items. The Project Manager shall be responsible for establishing systems and procedures for the warehousing such items that are purchased directly by the Authority and for managing efficient and accountable delivery of the inventory of the purchased items to the correct job sites for installation by selected contractors.

E. Affirmative Procurement Initiatives

The Coordinator of the EBO Office or designee shall have the responsibility of evaluating bid solicitation documents at least fourteen days in advance of posting an advertisement or release of the bid solicitation to the public to determine which of the following APIs shall be applied to a given contract within a particular industry. The Director of Purchasing, in collaboration with the Coordinator of the EBO Office, and the General Counsel shall then be responsible for inserting the appropriate language in each bid solicitation to effectuate the application of the selected API to that bid solicitation in advance of its publication and release:

1. Construction Industry (Race-Neutral Remedies)

   a) Bond Waivers and Assistance Programs (R/N-14)

   The Executive Director shall establish a work group of SWA personnel to research, consider, and recommend a variety of “best practice” models from the State of Florida and across the nation for providing bond waivers and bonding assistance to S/M/WBE firms. Such models for purposes of research and consideration shall include, but not be limited to, technical assistance, Owner Controlled Insurance Programs (“OCIP”), bond premium cost reimbursements, and bond guarantee programs. The work group shall report its findings and recommendations to the Executive Director no later than the end of the calendar year.

   b) Direct Contracting Program for Small Contracts (R/N-15)

   Under this API, the Authority shall continue and expand its program for direct purchases of supplies in small construction contracts valued at $50,000 or less, thereby enhancing opportunities for S/M/WBE firms to bid successfully for work as prime contractors, and without the necessity of having to bond the cost of those supplies that have been purchased and inventoried directly by the Authority.
c) Small Business Enterprise Prime Contract Program (R/N-16)

Under this API, the Authority may reserve prime construction contracts valued at $50,000 or less for competition solely among certified SBE firms. In determining whether the SBE Prime Contracting Preference should be applied to a particular contract, the EBO Office shall consider: a) the relative availability of SBEs, with a preference for at least three (3) SBEs that are likely to bid as a Prime Contractor for the contract; and b) the degree of underutilization of the SBEs in the specific Industry Categories. In addition, under this Program element, the Executive Director or designee may elect to waive bonding on contracts valued under $200,000.

d) SBE Subcontracting Program (R/N-17)

The Board has established a minimum mandatory goal of 20% SBE participation for Authority contracts, provided that the Equal Business Opportunity Office shall agree to a reasonable reduction or waiver of this goal in instances where it can be factually demonstrated that there is inadequate availability of SBE prime and/or subcontractor firms qualified to perform Commercially Useful Functions that are valued at 20% of the total estimated dollar value of the Authority contract. Prospective bidders shall be provided an adequate opportunity to formally request such waivers prior to bid opening based upon submission of adequate Good Faith Efforts documentation as specified by the EBO Office and as stated in bid solicitation language.

Under this API, the EBO Office shall, on a contract-specific basis, require that at least twenty percent (20%) of the total value of a prime contract be subcontracted to eligible SBEs. Factors to be considered by the EBO Office in making this determination shall include the relative availability of SBE firms to perform Commercially Useful Functions on the specific contract.

A prospective Respondent, to an Authority bid solicitation for which price and scope are defined, shall submit at the time as required in the solicitation such documentation as required by the EBO Office that provides:

i. The name(s) of the SBE Subcontractor(s) it intends to use on the project;

ii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each SBE;

iii. A description of the work that each SBE Subcontractor shall perform; and

iv. Documentation confirming the Subcontractor’s commitment to perform the work at the stated price.

A prospective Respondent on an Authority bid solicitation for which Respondents are not initially evaluated based on price, or for which the project scope is not predefined, shall submit as required in the solicitation such documentation as required by the EBO Office to affirm its intent to meet the subcontracting requirements indicated in the solicitation. Failure of a Respondent to commit as required in the solicitation to satisfying the SBE subcontracting goal shall render its response non-responsive.
During the price proposal negotiation phase, Respondents shall be required to submit:

i. Subcontractor(s) it intends to use on the project;

ii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each SBE;

iii. A description of the work that each SBE Subcontractor shall perform; and

iv. Documentation confirming the Subcontractor’s commitment to perform the work at the stated price.

A Respondent may request a full or partial waiver of this mandatory subcontracting requirement for good cause by submitting the appropriate form(s) and documentation at the time as required in the solicitation. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of Good Faith Efforts by the Respondent and careful review by the EBO Office. The EBO Office shall base its determination of a waiver request on criteria such as, but not limited to:

i. Whether the requestor of the waiver has made Good Faith Efforts to subcontract with qualified and available SBEs;

ii. Whether subcontracting would be inappropriate and/or not provide a “Commercially Useful Function” under the scope of the contract; and

iii. Whether there are no certified SBE firms that are qualified and available to provide the goods or services required.

In the absence of a waiver granted by the EBO Office, failure of a Prime Contractor to commit as required in the solicitation to satisfying the SBE subcontracting goal shall render its response non-Responsive. Provided, however, that on any prime contract valued under $10 million, if the Prime Contractor is a certified SBE firm, then the Prime Contractor is allowed to self-perform up to the entire SBE subcontracting goal amount with its own forces. To the extent that the certified SBE Prime Contractor does not self-perform a portion of the SBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted. This self-performance option for certified SBE Prime Contractors may be suspended at the discretion of the Coordinator of the EBO Office or designee in the event it determines that the adverse cumulative effect of the use of this self-performance option upon subcontractor opportunities is too great.

In the absence of a waiver granted by the EBO Office or the self-performance of a portion or all of the SBE subcontracting goal by a certified SBE Prime Contractor, the failure of a Prime Contractor to attain a subcontracting goal for SBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the Authority, and shall be subject to any penalties and sanctions available under the terms of the Economic Inclusion Policy, its contract terms with the Authority, or by law.

A Prime Contractor is only permitted to substitute another subcontractor for a designated SBE subcontractor for cause, and is required to notify and obtain prior written approval from the EBO Office in advance of
any such substitution of a designated SBE subcontractor, or reduction in subcontract scope, unless such reduction in scope is the direct and immediate result of an Authority-mandated change order or contract amendment, or the Authority has mandated the de-Certification, suspension, debarment, graduation or termination of a designated SBE Subcontractor. However, under such circumstances, the Prime Contractor shall undertake Good Faith Efforts to replace the de-certified, suspended, debarred, graduated or terminated SBE with one or more other certified SBE Subcontractors and shall submit a waiver request to the EBO Office in the event such Good Faith Efforts are unsuccessful.

Upon award of the prime contract to a Respondent, the Prime Contractor shall be required to submit accurate progress payment information with each invoice regarding each of its Subcontractors, including SBE Subcontractors. The Originating Department shall audit the reported payments to SBE and non-SBE Subcontractors to ensure that the Prime Contractor’s reported subcontract participation is accurate. Authority contracts with Prime Contractors shall include clauses requiring Prime Contractors to pay Subcontractors in compliance with Florida prompt payment laws, and such clauses shall mandate that in the event of a Prime Contractor’s non-compliance regarding such payments, the Prime Contractor shall be subject to any penalties and sanctions available under the terms of the Economic Inclusion Policy, its contract terms with the Authority, or by law.

c) SBE Mentor-Protégé Program (R/N-18)

The Executive Director shall establish a work group of SWA personnel and construction industry and surety industry stakeholders to research, consider, and recommend a variety of “best practice” models from the State of Florida and across the nation for mentor-protégé programs to facilitate the successful growth and competitive viability of S/M/WBE firms in the construction industry. Such models for purposes of research and consideration shall include, but not be limited to, programs that team up more established and successful construction firm mentors with less established SBE firms for purposes of providing management guidance and training; programs that provide incentives to mentor firms by reserving certain contracts for competition upon approved mentor-protégé teams; and also programs that provide other incentives to mentor-protégé teams such as accelerated payments, access to working capital funds, and direct purchasing of supplies by SWA on behalf of mentor-protégé teams. The work group shall report its findings and recommendations to the Executive Director no later than the end of the calendar year.

2. Construction Industry (Race-Conscious Remedies)

The EBO Office shall consider establishment of an overall M/WBE Annual Aspirational Goal in accordance with subsection ‘a’ below and, in addition, shall review each prospective Authority Construction Formal Solicitation in advance of its public release and advertisement, and shall make a determination whether to apply any of the other Race-Conscious APIs to those Construction solicitations based upon the following criteria:

i. Whether the most recent data on M/WBE utilization in the absence of Race-Conscious APIs indicate that Construction contracts of this type have exhibited significant disparities in the utilization of available M/WBE Subcontractors and/or M/WBE Prime Contractors;

ii. Whether race- and/or gender-neutral remedies alone are likely to fully eliminate any such disparities in the utilization of M/WBE Subcontractors and/or M/WBE Prime Contractors based upon past contract Award and Payment data;
iii. Whether a particular API is the least burdensome available remedy to non-M/WBE Respondents that is narrowly-tailored and that can effectively eliminate the disparities in the utilization of M/WBEs in Construction contracts; and

iv. Whether the particular API is appropriate for the specific type of Construction contract being procured. Whenever the EBO Office uses its discretion to apply any of the following Race-Conscious APIs to Construction solicitations, it shall provide an explanation in the solicitation documents of its reasons for doing so based upon its determinations pursuant to these criteria. In making such determinations, the EBO Office may also take into consideration the experiences of other jurisdictions within Palm Beach County for Construction services.

a) Annual Aspirational M/WBE Goals (R/C-5)

For each fiscal year, the Coordinator of the EBO Office shall establish non-mandatory annual aspirational percentage goals for overall M/WBE prime and subcontract participation on Authority Construction contracts.

The Annual Aspirational Goals for M/WBE prime contract participation in Authority Construction contracts have initially been established at 27% MBE and 13% WBE respectively of the total cumulative construction prime contract dollars to be awarded and spent on an annual basis, and at 24% MBE and 12% WBE respectively of the total cumulative construction subcontract dollars to be awarded and spent on an annual basis. These annual aspirational goals are based upon the M/WBE availability estimates by industry set forth in accordance with the Authority’s 2017 Disparity Study findings.

Each Annual Aspirational Goal is to be reviewed on an annual basis for potential adjustment by the EBO Office based upon the M/WBE availability by industry segment in accordance with the Authority’s 2017 Disparity Study findings, along with relative M/WBE availability data to be collected by the Authority through its CBR system, and the actual utilization of M/WBEs reflected therein.

Annual Aspirational Goals shall not to be routinely applied to individual solicitations, but are intended to serve as a benchmark against which to measure the overall effectiveness of the EBO Program on an annual basis in addressing identified disparities, and to gauge the need for future adjustments to the mix and aggressiveness of remedies and APIs being applied pursuant to this Policy.

Annual Aspirational Goals may be stated only in those Authority bid solicitations that do not contain contract-specific S/M/WBE goals and when provided, shall be advisory only, and must also be accompanied by the full definition of the term as stated in this Policy.

b) M/WBE Subcontracting Goals (R/C-6)

The Coordinator of the EBO Office or designee may, on a contract-by-contract basis, at his or her discretion, require that a predetermined percentage of a specific Construction contract, up to 40%, be subcontracted to eligible M/WBEs (i.e., certified M/WBE firms owned by African American, Hispanic American, Asian American, and/or Native American persons). Factors to be considered by the EBO Office in making this determination shall include the relative availability of M/WBE firms to perform Commercially Useful
Functions on the specific contract weighted according to the relative dollar value of the construction sub-specialties available for subcontracting.

A prospective bidder on an Authority solicitation, for which price and scope are defined, shall submit at the time as required in the solicitation such documentation as required by the Authority that provides:

i. The name(s) of the M/WBE Subcontractor(s) it intends to use on the project;

ii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each M/WBE;

iii. A description of the work that each M/WBE Subcontractor shall perform; and

iv. Documentation confirming the Subcontractor’s commitment to perform the work at the stated price.

A prospective Respondent to an Authority solicitation, for which Respondents are not initially evaluated based on price, or for which project scope is not predefined, shall submit at the time as required in the solicitation such documentation as required by the Authority to affirm its intent to meet the subcontracting requirements indicated in the solicitation. In the absence of a waiver granted by the EBO Office, failure of a Respondent to commit as required in the solicitation to satisfying the M/WBE subcontracting goal shall render its response non-Responsive.

During the price proposal negotiation phase, Respondents shall be required to submit:

i. The name(s) of the M/WBE Subcontractor(s) it intends to use on the project;

ii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each M/WBE; and

iii. A description of the work that each M/WBE Subcontractor shall perform.

A Respondent may request a full or partial waiver of this mandatory subcontracting requirement for good cause by submitting the appropriate form(s) and documentation at the time as required in the solicitation. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of Good Faith Efforts by the Respondent and careful review by the EBO Office. The EBO Office shall base its determination on a waiver request on criteria such as, but not limited to:

i. Whether the requestor of the waiver has made Good Faith Efforts to subcontract with qualified and available M/WBEs;

ii. Whether subcontracting would be inappropriate and/or not provide a “Commercially Useful Function” under the scope of the contract; and
iii. Whether there are no certified M/WBE firms that are qualified and available to provide the goods or services required.

In the absence of a waiver granted by the EBO Office, failure of a Prime Contractor to commit as required in the solicitation to satisfying the M/WBE subcontracting goal shall render its response non-Responsive. Provided, however, that on any prime contract valued under $10 million, if the Prime Contractor is a certified M/WBE firm, then the Prime Contractor is allowed to self-perform up to the entire M/WBE subcontracting goal amount with its own forces. To the extent that the certified M/WBE Prime Contractor does not self-perform a portion of the M/WBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted. This self-performance option for certified M/WBE Prime Contractors may be suspended at the discretion of the Coordinator of the EBO Office in the event he or she determines that the adverse cumulative effect of the use of this self-performance option upon subcontractor opportunities is too great.

In the absence of a waiver granted by the EBO Office, or the self-performance of a portion or all of the M/WBE subcontracting goal by a certified M/WBE Prime Contractor, the failure of a Prime Contractor to attain a subcontracting goal for M/WBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the Authority and shall be subject to any penalties and sanctions available under the terms of the EBO Program, its contract with the Authority, or by law.

A Prime Contractor is required to notify and obtain prior written approval from the EBO Office Coordinator in advance of any reduction in subcontract scope, unless such reduction in scope is the direct and immediate result of an Authority-mandated change order or contract amendment, or the Authority has mandated the de-Certification, suspension, graduation or termination of a designated M/WBE Subcontractor. However, under such circumstances, the Prime Contractor shall undertake Good Faith Efforts to replace the de-certified, suspended, graduated or terminated M/WBE Subcontractor(s) with one or more other certified M/WBE Subcontractor(s) and shall submit a waiver request to the EBO Office in the event such Good Faith Efforts are unsuccessful.

Upon award of the prime contract to a Respondent, the Prime Contractor shall be required to submit accurate progress payment information with each invoice regarding each of its Subcontractors, including S/M/WBE Subcontractors. The Originating Department shall audit the reported payments to S/M/WBE and non-S/M/WBE Subcontractor to ensure that the Prime Contractors’ reported subcontract participation is accurate. Absent a waiver from the EBO Office, a Prime Contractor’s failure to reach the required level of S/M/WBE subcontracting shall be considered a material breach of contract. Authority contracts with Prime Contractors shall include clauses requiring Prime Contractors to pay Subcontractors in compliance with Florida Prompt Payment Law, and such clauses shall mandate that in the event of Prime Contractor non-compliance regarding such payments, the Prime Contractor shall be subject to any penalties and sanctions available under the terms of the EBO Program, its contract with the Authority, or by law.

c) M/WBE Segmented Subcontracting Goals (R/C-7)

Under this API, the Coordinator of the EBO Program may establish M/WBE Segmented Subcontracting Goals on an individual Authority contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based upon that segment’s relative availability. Such segmented goals shall specifically target the participation of a particular segment of business
enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 22% on a given contract, the segmented subcontracting goal may require that at least 7% of that 22% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The application of Segmented M/WBE Subcontracting Goals is intended to ensure that those segments of M/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance. In all other respects, M/WBE Segmented Subcontracting Goals shall operate in the same manner as the M/WBE Subcontracting Goals set forth in this EBO Program.

d) M/WBE Joint Venture Incentive (R/C-8)

Under this API, for contracts valued at $600,000 or less, the Coordinator may establish incentives to promote joint ventures between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For “best value” contracts wherein low price is not the only criterion for award, the incentive may be for up to fifteen percent (15%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures wherein the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner. Alternatively, incentives may include bonding waivers, assignment of multiple task orders on job order contracts totaling up to $600,000 in value, and accelerated payments or mobilization payments to be afforded to qualifying M/WBE joint ventures. This API should be reserved for those occasions wherein there are sufficient numbers of qualified M/WBE firms available of sufficient size to meaningfully joint venture for purposes of performing larger contracts. Another consideration for application of this API is whether there are larger non-local M/WBE firms, or larger M/WBE firms that may have graduated from eligibility for the program, that are available and willing to joint venture with certified smaller local M/WBEs for purposes of enhancing local capacity at the prime contract level.

A prospective M/WBE joint venture Respondent on such an Authority contracts shall submit in response to the solicitation such documentation as required by the Authority that includes, but is not limited to:

i. The names of the M/WBE joint venture and each of its partners that will participate on the contract;

ii. The percentage of Prime Contract dollars and the absolute dollar value of the services to be provided by the M/WBE joint venture partner; and

iii. A description of the work, management responsibilities, and other contributions that each joint venture partner shall perform or provide under the terms of its joint venture agreement.

e) M/WBE Mentor-Protégé Program (R/C-9)

The Executive Director shall establish a work group of SWA personnel and construction industry and surety industry stakeholders to research, consider, and recommend a variety of “best practice” models from the State of Florida and across the nation for mentor-protégé programs to facilitate the successful growth and competitive viability of S/M/WBE firms in the construction industry. Such models for purposes of research and consideration shall include, but not be limited to, programs that team up more established and successful
construction firm mentors with less established M/WBE firms for purposes of providing management
guidance and training; programs that provide incentives to mentor firms by reserving certain contracts for
competition upon approved mentor-protégé teams; and also programs that provide other incentives to
mentor-protégé teams such as accelerated payments, access to working capital funds, and direct purchasing
of supplies by SWA on behalf of mentor-protégé teams. The work group shall report its findings and
recommendations to the Executive Director no later than the end of the calendar year.

f) M/WBE Evaluation Preference for “Best Value” RFPs (R/C-10)

The Coordinator of the EBO Office may apply this API to Formal Solicitations for Authority bid
solicitations that are issued pursuant to a “Best Value” method of procurement wherein criteria other than
price are factored into the selection process. Under the terms of this Evaluation Preference, the Coordinator
shall require that evaluation panels assign point preferences equal to up to 15% of the total points assigned
for the evaluation, scoring and ranking of construction-related proposals submitted by those certified
M/WBE firms.

An M/WBE that is awarded a prime contract under this program may not subcontract more than 49% of the
contract value to a non-S/M/WBE firm. In determining whether a particular contract is eligible for this
Program, the Coordinator shall consider: (a) the relative availability of S/M/WBEs, with the preference of
at least three S/M/WBEs that are likely to bid as a Prime Contractor for the contract; and (b) the degree of
underutilization of the S/M/WBEs in the specific Industry Categories.

3. Professional Services Industry (Race-Neutral Remedies)

a) SBE Vendor Rotation (Options 1 and 2) (R/N-19)

Under this API, there are two options for the selective use of a prequalified panel of SBE vendors by the
Authority:

Option 1

For smaller Authority professional services contracts valued at $50,000 or less, a prequalified panel of SBE
professional services firms may be assigned work tasks on a rotating basis. Periodically, the SBE Vendor
Rotation list shall be re-ordered according to the firm with the least amount of dollars received to the most
dollars received from the Authority based upon the cumulative dollars received within the past year.

Option 2

When the Authority requires price competition in its solicitations, and when quotations from several firms
are required before award of contracts valued at $50,000 or less, solicitations for price quotations shall be
obtained from the next three firms appearing in the SBE Vendor Rotation list of prequalified firms for that
type of professional service. With each successive solicitation of quotations of this type, the list shall be
rotated to the next group of three SBE vendors appearing in the rotation.
b) Evaluation Preferences for New SBE Prime Bidders (R/N-20)

Under this API, the Coordinator of the EBO Office shall establish point preferences in the evaluation of proposals for those first-time SBE entrants that are competing for Authority Professional Services contracts for up to one-year after submission of an SBE prime bidder’s first successful proposal with the Authority. Up to 15 percent (15%) of the total number of evaluation points allocated for selection of a professional services firm by the Authority shall be reserved for SBE prime bidders that have only received their first contract award with the Authority within the past year. One year after an new entrant SBE prime bidder has won its first Authority contract, it shall no longer be eligible to receive such evaluation preference points for new SBE prime bidders, but may remain eligible to receive other evaluation preference points reserved for SBE prime bidders that are not new. This API is intended to address the natural bias that has been identified on the part of some selection panels against smaller firms that are unknown and that have no prior track record with the Authority.

c) SBE Reserve for Contracts Up to $5,000 and Required SBE Quotations for Informal Solicitations Up to $50,000 (R/N-21)

Under this API, the Coordinator for the EBO Office may reserve some small professional services contracts valued at less than $5,000 exclusively for competition among SBE professional services firms. For larger professional services contracts valued up to $50,000, the Authority shall require at least two to three quotations from SBE professional services firms.

d) SBE Evaluation Preference for Prime Bidders (R/N-22)

Under this API, there are three options available for the Coordinator of the EBO Office to enhance contract opportunities for SBE Prime Bidders on “best value” professional services contracts where low bid price is not the only consideration in contract award:

Option 1

An evaluation preference of 15 percent of all available evaluation points in the scoring of proposals shall be reserved for those new SBE prime bidders that have not previously been awarded prime contracts with the Authority. Such SBE firms shall continue to be eligible for this evaluation preference for up to one year after receiving their first Authority contract through this API. This API is intended to counteract the natural bias that has been identified in the Disparity Study for some evaluation panels to prefer the selection of firms that are known and that they have had prior experience with.

Option 2

An SBE evaluation preference of up to 15 percent (15%) of the total number of available evaluation points for scoring of proposals shall be reserved for all SBE prime bidders on Authority professional services contracts valued at less than $500,000.

Option 3

Evaluation preference points shall be awarded on a sliding scale from zero up to 15 percent (15%) of the total available evaluation points for scoring of proposals to those firms bidding on professional services contracts valued at $500,000 or greater. The sliding scale shall be based upon the relative level of SBE
dollar participation that has been committed to on the prime bidder’s team (e.g., zero SBE participation on a prime bidder’s team shall yield zero evaluation points, whereas the maximum SBE participation among all prime bidders, at the prime contract and subcontract levels combined, shall yield award of fifteen evaluation preference points out of 100; and a prime bidder’s team that achieves only half as many dollars in SBE participation as the firm with the greatest SBE dollar participation at the prime contract and subcontract levels combined shall be awarded 7.5 evaluation points out of 100).

e) SBE Subcontracting Goals for Professional Services (R/N-23)

The Board has established a minimum mandatory goal of 20% SBE participation for Authority contracts, provided that the Equal Business Opportunity Office shall agree to a reasonable reduction or waiver of this goal in instances where it can be factually demonstrated that there is inadequate availability of SBE prime and / or subcontractor firms qualified to perform Commercially Useful Functions that are valued at 20% of the total estimated dollar value of the Authority contract. Prospective bidders shall be provided an adequate opportunity to formally request such waivers prior to bid opening based upon submission of adequate Good Faith Efforts documentation as specified by the EBO Office and as stated in bid solicitation language.

Under this API, the EBO Office shall, on a contract-specific basis, require that at least twenty percent (20%) of the total value of a prime contract be subcontracted to eligible SBEs. Factors to be considered by the EBO Office in making this determination shall include the relative availability of SBE firms to perform Commercially Useful Functions on the specific contract.

A prospective Respondent, to an Authority bid solicitation for which price and scope are defined, shall submit at the time as required in the solicitation such documentation as required by the EBO Office that provides:

i. The name(s) of the SBE Subcontractor(s) it intends to use on the project;

ii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each SBE;

iii. A description of the work that each SBE Subcontractor shall perform; and

iv. Documentation confirming the Subcontractor’s commitment to perform the work at the stated price.

A prospective Respondent on an Authority bid solicitation for which Respondents are not initially evaluated based on price, or for which the project scope is not predefined, shall submit as required in the solicitation such documentation as required by the EBO Office to affirm its intent to meet the subcontracting requirements indicated in the solicitation. Failure of a Respondent to commit as required in the solicitation to satisfying the SBE subcontracting goal shall render its response non-responsive.

During the price proposal negotiation phase, Respondents shall be required to submit:

i. The name(s) of the SBE Subcontractor(s) it intends to use on the project;
ii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each SBE;

iii. A description of the work that each SBE Subcontractor shall perform; and

iv. Documentation confirming the Subcontractor’s commitment to perform the work at the stated price.

A Respondent may request a full or partial waiver of this mandatory subcontracting requirement for good cause by submitting the appropriate form(s) and documentation at the time as required in the solicitation. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of Good Faith Efforts by the Respondent and careful review by the EBO Office. The EBO Office shall base its determination of a waiver request on criteria such as, but not limited to:

i. Whether the requestor of the waiver has made Good Faith Efforts to subcontract with qualified and available SBEs;

ii. Whether subcontracting would be inappropriate and/or not provide a “Commercially Useful Function” under the scope of the contract; and

iii. Whether there are no certified SBE firms that are qualified and available to provide the goods or services required.

In the absence of a waiver granted by the EBO Office, failure of a Prime Contractor to commit as required in the solicitation to satisfying the SBE subcontracting goal shall render its response non-Responsive. Provided, however, that on any prime contract valued under $10 million, if the Prime Contractor is a certified SBE firm, then the Prime Contractor is allowed to self-perform up to the entire SBE subcontracting goal amount with its own forces. To the extent that the certified SBE Prime Contractor does not self-perform a portion of the SBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted. This self-performance option for certified SBE Prime Contractors may be suspended at the discretion of the Coordinator of the EBO Office or designee in the event it determines that the adverse cumulative effect of the use of this self-performance option upon subcontractor opportunities is too great.

In the absence of a waiver granted by the EBO Office or the self-performance of a portion or all of the SBE subcontracting goal by a certified SBE Prime Contractor, the failure of a Prime Contractor to attain a subcontracting goal for SBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the Authority, and shall be subject to any penalties and sanctions available under the terms of the Economic Inclusion Policy, its contract terms with the Authority, or by law.

A Prime Contractor is only permitted to substitute another subcontractor for a designated SBE subcontractor for cause, and is required to notify and obtain prior written approval from the EBO Office in advance of any such substitution of a designated SBE subcontractor, or reduction in subcontract scope, unless such reduction in scope is the direct and immediate result of an Authority-mandated change order or contract amendment, or the Authority has mandated the de-Certification, suspension, debarment, graduation or
termination of a designated SBE Subcontractor. However, under such circumstances, the Prime Contractor shall undertake Good Faith Efforts to replace the de-certified, suspended, debarred, graduated or terminated SBE with one or more other certified SBE Subcontractors and shall submit a waiver request to the EBO Office in the event such Good Faith Efforts are unsuccessful.

Upon award of the prime contract to a Respondent, the Prime Contractor shall be required to submit accurate progress payment information with each invoice regarding each of its Subcontractors, including SBE Subcontractors. The Originating Department shall audit the reported payments to SBE and non-SBE Subcontractors to ensure that the Prime Contractor’s reported subcontract participation is accurate. Authority contracts with Prime Contractors shall include clauses requiring Prime Contractors to pay Subcontractors in compliance with Florida prompt payment laws, and such clauses shall mandate that in the event of a Prime Contractor’s non-compliance regarding such payments, the Prime Contractor shall be subject to any penalties and sanctions available under the terms of the Economic Inclusion Policy, its contract terms with the Authority, or by law.

4. Professional Services Industry (Race-Conscious Remedies)

The EBO Office shall consider establishment of an overall M/WBE Annual Aspirational Goal in accordance with subsection ‘a’ below and, in addition, shall review each prospective Authority Professional Services Formal Solicitation in advance of its public release and advertisement, and shall make a determination whether to apply any of the other Race-Conscious APIs to those Professional Services solicitations based upon the following criteria:

i. Whether the most recent data on M/WBE utilization in the absence of Race-Conscious APIs indicate that Professional Services contracts of this type have exhibited significant disparities in the utilization of available M/WBE Subcontractors and/or M/WBE Prime Contractors;

ii. Whether race- and/or gender-neutral remedies alone are likely to fully eliminate any such disparities in the utilization of M/WBE Subcontractors and/or M/WBE Prime Contractors based upon past contract Award and Payment data;

iii. Whether a particular API is the least burdensome available remedy to non-M/WBE Respondents that is narrowly-tailored and that can effectively eliminate the disparities in the utilization of M/WBEs in Professional Services contracts; and

iv. Whether the particular API is appropriate for the specific type of Professional Services contract being procured. Whenever the EBO Office uses its discretion to apply any of the following Race-Conscious APIs to Professional Services solicitations, it shall provide an explanation in the solicitation documents of its reasons for doing so based upon its determinations pursuant to these criteria. In making such determinations, the EBO Office may also take into consideration the experiences of other jurisdictions within Palm Beach County for Professional services.
a) Annual Aspirational M/WBE Goals (R/C-11)

For each fiscal year, the Coordinator of the EBO Office shall establish non-mandatory annual aspirational percentage goals for overall M/WBE prime and subcontract participation on Authority Professional Services contracts.

The Annual Aspirational Goals for M/WBE prime contract participation in Authority Professional Services contracts have initially been established at 27% MBE and 19% WBE respectively of the total cumulative professional services prime contract dollars to be awarded and spent on an annual basis, and at 26% MBE and 19% WBE respectively of the total cumulative professional services subcontract dollars to be awarded and spent on an annual basis. These annual aspirational goals are based upon the M/WBE availability estimates by industry set forth in accordance with the Authority’s 2017 Disparity Study findings.

Each Annual Aspirational Goal is to be reviewed on an annual basis for potential adjustment by the EBO Office based upon the M/WBE availability by industry segment in accordance with the Authority’s 2017 Disparity Study findings, along with relative M/WBE availability data to be collected by the Authority through its CBR system, and the actual utilization of M/WBEs reflected therein.

Annual Aspirational Goals shall not be routinely applied to individual solicitations, but are intended to serve as a benchmark against which to measure the overall effectiveness of the EBO Program on an annual basis in addressing identified disparities, and to gauge the need for future adjustments to the mix and aggressiveness of remedies and APIs being applied pursuant to this Policy.

Annual Aspirational Goals may be stated only in those Authority bid solicitations that do not contain contract-specific S/M/WBE goals, and when provided, shall be advisory only, and must also be accompanied by the full definition of the term as stated in this Policy.

b) M/WBE Evaluation Preferences for Professional Services (R/C-12)

Evaluation preference points shall be awarded on a sliding scale from zero up to 15 percent (15%) of the total available evaluation points for scoring of proposals to those firms bidding on professional services contracts. The sliding scale shall be based upon the relative level of M/WBE dollar participation that has been committed to on the prime bidder’s team (e.g., zero M/WBE participation on a prime bidder’s team shall yield zero evaluation points, whereas the proposal from the prime bidder that proposes achieving the maximum M/WBE participation among all prime bidders, at the prime contract and subcontract levels combined, shall yield award of fifteen evaluation preference points out of 100 to that bidder; and a prime bidder’s team that achieves only half as many dollars in M/WBE participation as the firm with the greatest M/WBE dollar participation at the prime contract and subcontract levels combined shall be awarded 7.5 evaluation points out of 100).

c) M/WBE Subcontracting Goals for Professional Services (R/C-13)

The Coordinator of the EBO Office or designee may, on a contract-by-contract basis, at his or her discretion, require that a predetermined percentage of a specific Professional Services contract, up to 40%, be subcontracted to eligible M/WBEs (i.e., certified M/WBE firms owned by African American and Caucasian women persons). Factors to be considered by the EBO Office in making this determination shall include the relative availability of M/WBE firms to perform Commercially Useful Functions on the specific contract weighted according to the relative dollar value of the construction sub-specialties available for subcontracting.
A prospective bidder on an Authority solicitation, for which price and scope are defined, shall submit at the
time as required in the solicitation such documentation as required by the Authority that provides:

i. The name(s) of the M/WBE Subcontractor(s) it intends to use on
the project;

ii. The percentage of prime contract dollars and the absolute dollar
value of subcontracting services to be provided by each M/WBE;

iii. A description of the work that each M/WBE Subcontractor shall
perform; and

iv. Documentation confirming the Subcontractor’s commitment to
perform the work at the stated price.

A prospective Respondent to an Authority solicitation, for which Respondents are not initially evaluated
based on price, or for which project scope is not predefined, shall submit at the time as required in the
solicitation such documentation as required by the Authority to affirm its intent to meet the subcontracting
requirements indicated in the solicitation. In the absence of a waiver request granted by the EBO Office,
failure of a Respondent to commit as required in the solicitation to satisfying the M/WBE subcontracting
goal shall render its response non-Responsive.

During the price proposal negotiation phase, Respondents shall be required to submit:

i. The name(s) of the M/WBE Subcontractor(s) it intends to use on
the project;

ii. The percentage of prime contract dollars and the absolute dollar
value of subcontracting services to be provided by each M/WBE;

iii. A description of the work that each M/WBE Subcontractor shall
perform.

A Respondent may request a full or partial waiver of this mandatory subcontracting requirement for good
cause by submitting the appropriate form(s) and documentation at the time as required in the solicitation.
Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without
submission of adequate documentation of Good Faith Efforts by the Respondent and careful review by the
EBO Office. The EBO Office shall base its determination on a waiver request on criteria such as, but not
limited to:

i. Whether the requestor of the waiver has made Good Faith Efforts
to subcontract with qualified and available M/WBEs;

ii. Whether subcontracting would be inappropriate and/or not
provide a “Commercially Useful Function” under the scope of the
contract; and

iii. Whether there are no certified M/WBE firms that are qualified and
available to provide the goods or services required.
In the absence of a waiver granted by the EBO Office, failure of a Prime Contractor to commit as required in the solicitation to satisfying the M/WBE subcontracting goal shall render its response non-Responsive. Provided, however, that on any prime contract valued under $1 million, if the Prime Contractor is a certified M/WBE firm, then the Prime Contractor is allowed to self-perform up to the entire M/WBE subcontracting goal amount with its own forces. To the extent that the certified M/WBE Prime Contractor does not self-perform a portion of the M/WBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted. This self-performance option for certified M/WBE Prime Contractors may be suspended at the discretion of the Coordinator of the EBO Office in the event he or she determines that the adverse cumulative effect of the use of this self-performance option upon subcontractor opportunities is too great.

In the absence of a waiver granted by the EBO Office, or the self-performance of a portion or all of the M/WBE subcontracting goal by a certified M/WBE Prime Contractor, the failure of a Prime Contractor to attain a subcontracting goal for M/WBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the Authority and shall be subject to any penalties and sanctions available under the terms of the EBO Program, its contract with the Authority, or by law.

A Prime Contractor is required to notify and obtain prior written approval from the EBO Office Coordinator in advance of any reduction in subcontract scope, unless such reduction in scope is the direct and immediate result of an Authority-mandated change order or contract amendment, or the Authority has mandated the de-Certification, suspension, graduation or termination of a designated M/WBE Subcontractor. However, under such circumstances, the Prime Contractor shall undertake Good Faith Efforts to replace the de-certified, suspended, graduated or terminated M/WBE Subcontractor(s) with one or more other certified M/WBE Subcontractor(s) and shall submit a waiver request to the EBO Office in the event such Good Faith Efforts are unsuccessful.

Upon award of the prime contract to a Respondent, the Prime Contractor shall be required to submit accurate progress payment information with each invoice regarding each of its Subcontractors, including S/M/WBE Subcontractors. The Originating Department shall audit the reported payments to S/M/WBE and non-S/M/WBE Subcontractor to ensure that the Prime Contractors’ reported subcontract participation is accurate. Absent a waiver from the EBO Office, a Prime Contractor’s failure to reach the required level of S/M/WBE subcontracting shall be considered a material breach of contract. Authority contracts with Prime Contractors shall include clauses requiring Prime Contractors to pay Subcontractors in compliance with Florida Prompt Payment Law, and such clauses shall mandate that in the event of Prime Contractor non-compliance regarding such payments, the Prime Contractor shall be subject to any penalties and sanctions available under the terms of the EBO Program, its contract with the Authority, or by law.

(1) M/WBE Segmented Subcontracting Goals for Professional Services (R/C-13A)

Under this API, the Coordinator of the EBO Program may establish M/WBE Segmented Subcontracting Goals on an individual Authority contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based upon that segment’s relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans and Caucasian women) based upon relative availability, as well as the existence of consistently and
significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 22% on a given contract, the segmented subcontracting goal may require that at least 7% of that 22% shall be satisfied through the utilization of African American and Women subcontractors.) The application of Segmented M/WBE Subcontracting Goals is intended to ensure that those segments of M/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance. In all other respects, M/WBE Segmented Subcontracting Goals shall operate in the same manner as the M/WBE Subcontracting Goals set forth in this EBO Program.

d) M/WBE Vendor Rotation (R/C-14)

Under this API, there are two options for the selective use of a prequalified panel of M/WBE vendors by the Authority:

Option 1

For smaller Authority professional services contracts valued at $50,000 or less, a prequalified panel of M/WBE professional services firms may be assigned work tasks on a rotating basis. Periodically, the M/WBE Vendor Rotation list shall be re-ordered according to the firm with the least amount of dollars received to the most dollars received from the Authority based upon the cumulative dollars received within the past year.

Option 2

When the Authority requires price competition in its solicitations, and when quotations from several firms are required before award of contracts valued at $50,000 or less, solicitations for price quotations shall be obtained from the next three firms appearing in the M/WBE Vendor Rotation list of prequalified firms for that type of professional service. With each successive solicitation of quotations of this type, the list shall be rotated to the next group of three M/WBE vendors appearing in the rotation.

(a) Required M/WBE Quotations for Informal Solicitations Up to $50,000 (R/C-15)

Under this API, the Coordinator of the EBO Office shall require that on informal solicitations for Professional Services contracts valued at up to $50,000, at least two or three quotations shall be obtained from M/WBE Professional Services firms prior to contract awards.

5. Commodities, Other Services, & Trade Services Industries (Race-Neutral Remedies)

a) SBE Vendor Rotation (R/N-24)
Under this API, there are two options for the selective use of a prequalified panel of SBE vendors by the Authority:

Option 1

For smaller Authority Commodities, Other Services, and Trade Services contracts valued at $50,000 or less, a prequalified panel of SBE Commodities, Other Services, and Trade Services firms may be assigned work tasks on a rotating basis. Periodically, the SBE Vendor Rotation list shall be re-ordered according to the firm with the least amount of dollars received to the most dollars received from the Authority based upon the cumulative dollars received within the past year.

Option 2

When the Authority requires price competition in its solicitations, and when quotations from several firms are required before award of contracts valued at $50,000 or less, solicitations for price quotations shall be obtained from the next three firms appearing in the SBE Vendor Rotation list of prequalified firms for that type of professional service. With each successive solicitation of quotations of this type, the list shall be rotated to the next group of three SBE vendors appearing in the rotation.

1) SBE Reserve for Contracts Up to $5,000 and Required SBE Quotations for Informal Solicitations Up to $50,000 (R/N-25)

Under this API, the Coordinator for the EBO Office may reserve some small Commodities, Other Services, and Trade Services contracts valued at less than $5,000 exclusively for competition among SBE Commodities, Other Services, and Trade Services firms. For Commodities, Other Services, and Trade Services valued up to $50,000, the Authority shall require at least two to three quotations from SBE Commodities, Other Services, and Trade Services firms.

b) Direct Contracting for Other Services and Trade Services (R/N-26)

Under this API, the Authority shall continue and expand its program for direct purchases of certain Other Services and Trade Services (e.g., certain non-professional services such as trucking, landscaping, janitorial services and site clean-up) that are typically bundled into much larger construction and building maintenance contracts thereby enhancing opportunities for S/M/WBE firms to bid successfully for work as prime contractors, and without the necessity of having to bond the cost of related supplies that have been purchased and inventoried directly by the Authority.

c) SBE Evaluation Preference for Prime Bidders (R/N-27)

Under this API, there are three options available for the Coordinator of the EBO Office to enhance contract opportunities for SBE Prime Bidders on “best value” Other Services and Trade Services contracts where low bid price is not the only consideration in contract award:
Option 1

An evaluation preference of 15 percent of all available evaluation points in the scoring of proposals shall be reserved for those new SBE prime bidders that have not previously been awarded prime contracts with the Authority. Such SBE firms shall continue to be eligible for this evaluation preference for up to one year after receiving their first Authority contract through this API. This API is intended to counteract the natural bias that has been identified in the Disparity Study for some evaluation panels to prefer the selection of firms that are known and that they have had prior experience with.

Option 2

An SBE evaluation preference of up to 15 percent (15%) of the total number of available evaluation points for scoring of proposals shall be reserved for all SBE prime bidders on Authority Other Services and Trade Services contracts valued at less than $500,000.

Option 3

Evaluation preference points shall be awarded on a sliding scale from zero up to 15 percent (15%) of the total available evaluation points for scoring of proposals to those firms bidding on Other Services and Trade Services contracts valued at $500,000 or greater. The sliding scale shall be based upon the relative level of SBE dollar participation that has been committed to on the prime bidder’s team (e.g., zero SBE participation on a prime bidder’s team shall yield zero evaluation points, whereas the maximum SBE participation among all prime bidders, at the prime contract and subcontract levels combined, shall yield award of fifteen evaluation preference points out of 100; and a prime bidder’s team that achieves only half as many dollars in SBE participation at the prime and subcontract levels combined as the firm with the greatest SBE dollar participation at the prime contract and subcontract levels combined shall be awarded 7.5 evaluation points out of 100).

(a) SBE Joint Venture Incentives for Other Services / Trade Services (R/N-28)

Under this API, for contracts valued at greater than $5 million, the Coordinator of the EBO Office may establish incentives to promote joint ventures between larger established firms and SBE firms, or between and among SBE and M/WBE firms. For “best value” contracts wherein low price is not the only criterion for award, the incentive may be for up to fifteen percent (15%) of one hundred evaluation points to be reserved for qualifying S/M/WBE joint ventures wherein the certified SBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the SBE partner. Alternatively, incentives may include bonding waivers, assignment of multiple task orders on job order contracts totaling up to $1,000,000 in value, and accelerated payments or mobilization payments to be afforded to qualifying S/M/WBE joint ventures. This API should be reserved for those occasions wherein there are sufficient numbers of qualified S/M/WBE firms available of sufficient size to meaningfully joint venture for purposes of performing larger contracts. Another consideration for application of this API is whether there are larger non-local S/M/WBE firms, or larger S/M/WBE firms that may have graduated from eligibility for the program, that are available and willing to joint venture with certified smaller local SBEs for purposes of enhancing local capacity at the prime contract level.

A prospective SBE joint venture Respondent on such an Authority contract shall submit in response to the solicitation such documentation as required by the Authority that includes, but is not limited to:
i. The names of the S/M/WBE joint venture and each of its partners that will participate on the contract;

ii. The percentage of Prime Contract dollars and the absolute dollar value of the services to be provided by the SBE joint venture partner; and

iii. A description of the work, management responsibilities, and other contributions that each joint venture partner shall perform or provide under the terms of its joint venture agreement.

(2) SBE Subcontracting Goals for Other Services / Trade Services Contracts Valued at Greater Than $5 Million (R/N-29)

The Board has established a minimum mandatory goal of 20% SBE participation for Authority contracts, provided that the Equal Business Opportunity Office shall agree to a reasonable reduction or waiver of this goal in instances where it can be factually demonstrated that there is inadequate availability of SBE prime and / or subcontractor firms qualified to perform Commercially Useful Functions that are valued at 20% of the total estimated dollar value of the Authority contract. Prospective bidders shall be provided an adequate opportunity to formally request such waivers prior to bid opening based upon submission of adequate Good Faith Efforts documentation as specified by the EBO Office and as stated in bid solicitation language.

Under this API, the EBO Office shall, on a contract-specific basis, require that at least twenty percent (20%) of the total value of a prime contract be subcontracted to eligible SBEs. Factors to be considered by the EBO Office in making this determination shall include the relative availability of SBE firms to perform Commercially Useful Functions on the specific contract.

A prospective Respondent, to an Authority bid solicitation for which price and scope are defined, shall submit at the time as required in the solicitation such documentation as required by the EBO Office that provides:

i. The name(s) of the SBE Subcontractor(s) it intends to use on the project;

ii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each SBE;

iii. A description of the work that each SBE Subcontractor shall perform; and

iv. Documentation confirming the Subcontractor’s commitment to perform the work at the stated price.

A prospective Respondent on an Authority bid solicitation for which Respondents are not initially evaluated based on price, or for which the project scope is not predefined, shall submit as required in the solicitation such documentation as required by the EBO Office to affirm its intent to meet the subcontracting requirements indicated in the solicitation. Failure of a Respondent to commit as required in the solicitation to satisfying the SBE subcontracting goal shall render its response non-responsive.
During the price proposal negotiation phase, Respondents shall be required to submit:

i. The name(s) of the SBE Subcontractor(s) it intends to use on the project;

ii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each SBE;

iii. A description of the work that each SBE Subcontractor shall perform; and

iv. Documentation confirming the Subcontractor’s commitment to perform the work at the stated price.

A Respondent may request a full or partial waiver of this mandatory subcontracting requirement for good cause by submitting the appropriate form(s) and documentation at the time as required in the solicitation. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of Good Faith Efforts by the Respondent and careful review by the EBO Office. The EBO Office shall base its determination of a waiver request on criteria such as, but not limited to:

i. Whether the requestor of the waiver has made Good Faith Efforts to subcontract with qualified and available SBEs;

ii. Whether subcontracting would be inappropriate and/or not provide a “Commercially Useful Function” under the scope of the contract; and

iii. Whether there are no certified SBE firms that are qualified and available to provide the goods or services required.

In the absence of a waiver granted by the EBO Office, failure of a Prime Contractor to commit as required in the solicitation to satisfying the SBE subcontracting goal shall render its response non-Responsive. Provided, however, that on any prime contract valued under $10 million, if the Prime Contractor is a certified SBE firm, then the Prime Contractor is allowed to self-perform up to the entire SBE subcontracting goal amount with its own forces. To the extent that the certified SBE Prime Contractor does not self-perform a portion of the SBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted. This self-performance option for certified SBE Prime Contractors may be suspended at the discretion of the Coordinator of the EBO Office or designee in the event it determines that the adverse cumulative effect of the use of this self-performance option upon subcontractor opportunities is too great.

In the absence of a waiver granted by the EBO Office or the self-performance of a portion or all of the SBE subcontracting goal by a certified SBE Prime Contractor, the failure of a Prime Contractor to attain a subcontracting goal for SBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the Authority, and shall be subject to any penalties and sanctions available under the terms of the Economic Inclusion Policy, its contract terms with the Authority, or by law.
A Prime Contractor is only permitted to substitute another subcontractor for a designated SBE subcontractor for cause, and is required to notify and obtain prior written approval from the EBO Office in advance of any such substitution of a designated SBE subcontractor, or reduction in subcontract scope, unless such reduction in scope is the direct and immediate result of an Authority-mandated change order or contract amendment, or the Authority has mandated the de-Certification, suspension, debarment, graduation or termination of a designated SBE Subcontractor. However, under such circumstances, the Prime Contractor shall undertake Good Faith Efforts to replace the de-certified, suspended, debarred, graduated or terminated SBE with one or more other certified SBE Subcontractors and shall submit a waiver request to the EBO Office in the event such Good Faith Efforts are unsuccessful.

Upon award of the prime contract to a Respondent, the Prime Contractor shall be required to submit accurate progress payment information with each invoice regarding each of its Subcontractors, including SBE Subcontractors. The Originating Department shall audit the reported payments to SBE and non-SBE Subcontractors to ensure that the Prime Contractor’s reported subcontract participation is accurate. Authority contracts with Prime Contractors shall include clauses requiring Prime Contractors to pay Subcontractors in compliance with Florida prompt payment laws, and such clauses shall mandate that in the event of a Prime Contractor’s non-compliance regarding such payments, the Prime Contractor shall be subject to any penalties and sanctions available under the terms of the Economic Inclusion Policy, its contract terms with the Authority, or by law.

6. Commodities, Other Services, & Trade Services Industries (Race-Conscious Remedies)

The EBO Office shall consider establishment of an overall M/WBE Annual Aspirational Goal in accordance with subsection ‘a’ below and, in addition, shall review each prospective Authority Commodities, Other Services, and Trade Services Formal Solicitation in advance of its public release and advertisement, and shall make a determination whether to apply any of the other Race-Conscious APIs to those Commodities, Other Services, and Trade Services solicitations based upon the following criteria:

i. Whether the most recent data on M/WBE utilization in the absence of Race-Conscious APIs indicate that Commodities, Other Services, and Trade Services contracts of this type have exhibited significant disparities in the utilization of available M/WBE Subcontractors and/or M/WBE Prime Contractors;

ii. Whether race- and/or gender-neutral remedies alone are likely to fully eliminate any such disparities in the utilization of M/WBE Subcontractors and/or M/WBE Prime Contractors based upon past contract Award and Payment data;

iii. Whether a particular API is the least burdensome available remedy to non-M/WBE Respondents that is narrowly-tailored and that can effectively eliminate the disparities in the utilization of M/WBEs in Commodities, Other Services, and Trade Services contracts; and

iv. Whether the particular API is appropriate for the specific type of Commodities, Other Services, and Trade Services contract being procured. Whenever the EBO Office uses its discretion to apply any of the following Race-Conscious APIs to Commodities, Other Services, and Trade Services solicitations, it shall provide an explanation in the solicitation documents of its reasons for doing so based upon its determinations pursuant to these criteria. In making such determinations, the EBO
Office may also take into consideration the experiences of other jurisdictions within Palm Beach County for Commodities, Other Services, and Trade Services contracts.

a) Annual Aspirational M/WBE Goals (R/C-16)

For each fiscal year, the Coordinator of the EBO Office shall establish non-mandatory annual aspirational percentage goals for overall M/WBE prime and subcontract participation on Authority Commodities, Other Services, and Trade Services contracts.

The Annual Aspirational Goals for M/WBE prime contract participation in Authority Commodities and Other Services contracts have initially been established at 17% MBE and 18% WBE respectively of the total cumulative Commodities and Other Services dollars to be awarded and spent on an annual basis, and at 16% MBE and 20% WBE respectively of the total cumulative Trade Services dollars to be awarded and spent on an annual basis. These annual aspirational goals are based upon the M/WBE availability estimates by industry set forth in accordance with the Authority’s 2017 Disparity Study findings.

Each Annual Aspirational Goal is to be reviewed on an annual basis for potential adjustment by the EBO Office based upon the M/WBE availability by industry segment in accordance with the Authority’s 2017 Disparity Study findings, along with relative M/WBE availability data to be collected by the Authority through its CBR system, and the actual utilization of M/WBEs reflected therein.

Annual Aspirational Goals shall not be routinely applied to individual solicitations, but are intended to serve as a benchmark against which to measure the overall effectiveness of the EBO Program on an annual basis in addressing identified disparities, and to gauge the need for future adjustments to the mix and aggressiveness of remedies and APIs being applied pursuant to this Policy.

Annual Aspirational Goals may be stated only in those Authority bid solicitations that do not contain contract-specific S/M/WBE goals, and when provided, shall be advisory only, and must also be accompanied by the full definition of the term as stated in this Policy.

b) M/WBE Vendor Rotation (R/C-17)

Under this API, there are two options for the selective use of a prequalified panel of M/WBE vendors by the Authority:

Option 1

For smaller Authority Other Services and Trade Services contracts valued at $50,000 or less, a prequalified panel of M/WBE Other Services or Trade Services firms may be assigned work tasks on a rotating basis. Alternatively, purchase orders for certain Commodities valued at $5,000 or less can be issued to M/WBE firms on vendor rotation list. Periodically, the M/WBE Vendor Rotation list shall be re-ordered according to the firm with the least amount of dollars received to the most dollars received from the Authority based upon the cumulative dollars received within the past year.

Option 2

When the Authority requires price competition in its solicitations, and when quotations from several firms are required before award of contracts valued at $50,000 or less, solicitations for price quotations shall be obtained from the next three firms appearing in the M/WBE Vendor Rotation list of prequalified firms for that type of Commodities, Other Services, or Trade Services contract. With each successive solicitation of
quotations of this type, the list shall be rotated to the next group of three M/WBE vendors appearing in the rotation.

c) M/WBE Voluntary Distributorship Development Program (R/C-18)

The Coordinator of the EBO Office may apply this API to any solicitation and subsequent award for Commodities contracts that have a base term with contract extensions for the Authority’s purchase of goods or supplies when each of the following conditions has been met:

i. Manufacturers often sell such goods or supplies to the Authority indirectly through authorized distributorships or authorized dealers;

ii. One or more such manufacturers indirectly competing for such Authority supply requirements contracts have no such authorized distributorships or authorized dealers that are also certified as M/WBE firms, that are headquartered or have a Significant Business Presence within Palm Beach County, and available to sell such goods and supplies to the Authority;

iii. At least one manufacturer of such goods and supplies has established, or has agreed to establish, an authorized distributorship or authorized dealer that is certified as an M/WBE, is headquartered or has a Significant Business Presence in Palm Beach County through which the manufacturer has agreed to sell the goods or supplies to the Authority for the duration of the contract, including all of the contract’s option years;

iv. The EBO Office has examined the terms of the authorized distributorship or authorized dealer agreement entered into between the manufacturer and its certified M/WBE authorized distributorship or authorized dealer and determined that the M/WBE distributor or dealer is headquartered or has a Significant Business Presence in Palm Beach County, and determined that such terms are non-discriminatory in that the certified M/WBE’s agreement is no different from that of non-M/WBE authorized distributorships and authorized dealers for the manufacturer regarding such matters as scope of geographical territory allocation, scope of potential public and private sector customers, scope of product line, price lists for goods and supplies, volume discounts in pricing, rebates, credit terms, delivery terms, marketing and technical support from manufacturer, and any other material terms that may affect the competitive viability of the authorized distributorship or authorized dealer.

Provided the manufacturer and its certified M/WBE authorized distributorship or authorized dealer meets conditions iii. and iv. above, and provided further that the certified M/WBE authorized distributorship or authorized dealer has won a bid for the supply of such Commodities to the Authority, under this API, notwithstanding any provision in this Purchasing Manual to the contrary, the Coordinator of the EBO Office may extend the length of the supply contract by additional option years without rebidding the contract, and/or the Authority may accelerate payment of invoices. The EBO Office and Originating Department shall carefully monitor the contract to ensure that the certified M/WBE authorized distributorship or authorized dealer is performing a commercially useful function under the contract, and that it is being...
treated in accordance with the terms of its agreement with the manufacturer. This assessment shall be made by the EBO Office prior to the Authority’s exercise of any option year on the supply contract. In the event the EBO Office determines that these conditions have not been met, the Authority shall decline to exercise the next option year on the supply contract and shall instead re-bid the contract.

d) Mandatory M/WBE Distributorship Development Program (R/C-19)

In instances wherein manufacturers have violated the Authority’s Commercial Nondiscrimination Policy set forth in Section 6.3 by excluding or discriminating against M/WBE suppliers that seek to become authorized dealers / distributors, this API requires the manufacturer to establish such an authorized dealership with an M/WBE supplier under the terms of API R/C-18 as a condition for being eligible to sell commodities to the Authority.

e) M/WBE Evaluation Preferences (R/C-20)

Under this API, evaluation preference points shall be awarded on a sliding scale from zero up to 15 percent (15%) of the total available evaluation points for scoring of proposals to those firms bidding on “best value” Other Services and Trade Services contracts valued at less than $500,000. The sliding scale shall be based upon the relative level of M/WBE dollar participation that has been committed to on the prime bidder’s team (e.g., zero M/WBE participation on a prime bidder’s team shall yield zero evaluation points, whereas the proposal from the prime bidder that proposes achieving the maximum M/WBE participation among all prime bidders, at the prime contract and subcontract levels combined, shall yield award of fifteen evaluation preference points out of 100 to that bidder; and a prime bidder’s team that achieves only half as many dollars in M/WBE participation as the firm with the greatest M/WBE dollar participation at the prime contract and subcontract levels combined shall be awarded 7.5 evaluation points out of 100). Alternatively, the Coordinator of the EBO Office may restrict award of the 15 percent (15%) evaluation preference to those M/WBE Other Services and Trade Services firms that have not previously been awarded a contract by the Authority. In such instances, the M/WBE firms shall remain eligible for such 15% evaluation preferences for up to one year from date of their first contract award.

f) Competitive Business Development Demonstration Project (R/C-21)

Under this API, the Coordinator of the EBO Office, with the approval of the Executive Director and the Director of Purchasing, may establish a Competitive Business Development Demonstration Project may set aside large multi-year contracts valued at greater than $10 million as Competitive Business Development Demonstration Projects. Such Demonstration Projects shall be established within an industry segment (e.g., waste hauling and disposal) that routinely has a scarcity of locally-based bidders to provide meaningful or sufficient competition for such Authority contracts. The purpose for the placement of a contract into the “CBD” Demonstration Project is to encourage development of new capacity within an industry to competitively bid on the future supply of specialized goods or services to the Authority, and to address the ongoing effects of marketplace discrimination that have posed barriers to the formation and successful diversification of M/WBE firms into those industry segments. Contracts reserved for CBD Demonstration Projects shall be subject to a Request for Proposal contract award process whereby the selected firm will be required to be a joint venture between an established firm or team of knowledgeable and experienced experts in the industry and an M/WBE firm. The M/WBE joint venture partner shall be responsible for recruiting, organizing and managing the participation of other S/M/WBE firms that enroll in the CBD
Demonstration Project. The scope of work for the selected joint venture Respondent to the RFP shall include teaching a hands-on curriculum to enrolled S/M/WBE firms seeking to diversify into the industry segment that combines required administrative skills and information (e.g., cost estimating, bidding, staffing, fee collection and reimbursement, insurance, licensing and permitting requirements, equipment sourcing and operation, and project management) with technical skills (e.g., hands-on demonstration of how to perform necessary tasks in the field). The Joint Venture shall also have overall responsibility for oversight and performance of the demonstration project’s principal function and scope of work in serving the needs of the Authority’s rate payers while utilizing enrolled S/M/WBE firms as subcontractors and/or staffing trainee sources to the extent feasible. Selection criteria for firms competing for this RFP shall include, but not be limited to, the bidder’s capabilities and performance qualifications for the Demonstration Project, the strength of the Joint Venture team’s track record in achieving economic inclusion goals and objectives, and demonstrated commitment and ability to recruit, manage, and successfully diversify qualified local S/M/WBE firms and business owners into the industry segment.

g) M/WBE Joint Venture Incentives (R/C-22)

Under this API, for contracts valued at greater than $5 million, the Coordinator of the EBO Office may establish incentives to promote joint ventures between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For “best value” contracts wherein low price is not the only criterion for award, the incentive may be for up to fifteen percent (15%) of one hundred evaluation points to be reserved for qualifying S/M/WBE joint ventures wherein the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner. Alternatively, incentives may include bonding waivers, assignment of multiple task orders on job order contracts totaling up to $1,000,000 in value, and accelerated payments or mobilization payments to be afforded to qualifying S/M/WBE joint ventures. This API should be reserved for those occasions wherein there are sufficient numbers of qualified M/WBE firms available of sufficient size to meaningfully joint venture for purposes of performing larger contracts. Another consideration for application of this API is whether there are larger non-local S/M/WBE firms, or larger S/M/WBE firms that may have graduated from eligibility for the program, that are available and willing to joint venture with certified smaller local M/WBEs for purposes of enhancing local capacity at the prime contract level.

A prospective M/WBE joint venture Respondent on such an Authority contract shall submit in response to the solicitation such documentation as required by the Authority that includes, but is not limited to:

i. The names of the S/M/WBE joint venture and each of its partners that will participate on the contract;

ii. The percentage of Prime Contract dollars and the absolute dollar value of the services to be provided by the SBE joint venture partner; and

iii. A description of the work, management responsibilities, and other contributions that each joint venture partner shall perform or provide under the terms of its joint venture agreement.

(1) M/WBE Subcontracting Goals for Other Services Contracts Valued at Greater Than $5 Million (R/C-23)
The Coordinator of the EBO Office or designee may, on a contract-by-contract basis, at his or her discretion, require that a predetermined percentage up to 40% of a specific Other Services contract that is valued at greater than $5 million shall be subcontracted to eligible M/WBEs (i.e., certified M/WBE firms owned by African American, Hispanic, and Caucasian women persons). Factors to be considered by the EBO Office in making this determination shall include the relative availability of M/WBE firms to perform Commercially Useful Functions on the specific contract weighted according to the relative dollar value of the construction sub-specialties available for subcontracting.

A prospective bidder on an Authority solicitation, for which price and scope are defined, shall submit at the time as required in the solicitation such documentation as required by the Authority that provides:

i. The name(s) of the M/WBE Subcontractor(s) it intends to use on the project;

ii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each M/WBE;

iii. A description of the work that each M/WBE Subcontractor shall perform; and

iv. Documentation confirming the Subcontractor’s commitment to perform the work at the stated price.

A prospective Respondent to an Authority solicitation, for which Respondents are not initially evaluated based on price, or for which project scope is not predefined, shall submit at the time as required in the solicitation such documentation as required by the Authority to affirm its intent to meet the subcontracting requirements indicated in the solicitation. In the absence of a waiver request granted by the EBO Office, failure of a Respondent to commit as required in the solicitation to satisfying the M/WBE subcontracting goal shall render its response non-Responsive.

During the price proposal negotiation phase, Respondents shall be required to submit:

i. The name(s) of the M/WBE Subcontractor(s) it intends to use on the project;

ii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each M/WBE; and

iii. A description of the work that each M/WBE Subcontractor shall perform.

A Respondent may request a full or partial waiver of this mandatory subcontracting requirement for good cause by submitting the appropriate form(s) and documentation at the time as required in the solicitation. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of Good Faith Efforts by the Respondent and careful review by the EBO Office. The EBO Office shall base its determination on a waiver request on criteria such as, but not limited to:
i. Whether the requestor of the waiver has made Good Faith Efforts to subcontract with qualified and available M/WBEs;

ii. Whether subcontracting would be inappropriate and/or not provide a “Commercially Useful Function” under the scope of the contract; and

iii. Whether there are no certified M/WBE firms that are qualified and available to provide the goods or services required.

In the absence of a waiver granted by the EBO Office, failure of a Prime Contractor to commit as required in the solicitation to satisfying the M/WBE subcontracting goal shall render its response non-Responsive. Provided, however, that on any prime contract valued under $1 million, if the Prime Contractor is a certified M/WBE firm, then the Prime Contractor is allowed to self-perform up to the entire M/WBE subcontracting goal amount with its own forces. To the extent that the certified M/WBE Prime Contractor does not self-perform a portion of the M/WBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted. This self-performance option for certified M/WBE Prime Contractors may be suspended at the discretion of the Coordinator of the EBO Office in the event he or she determines that the adverse cumulative effect of the use of this self-performance option upon subcontractor opportunities is too great.

In the absence of a waiver granted by the EBO Office, or the self-performance of a portion or all of the M/WBE subcontracting goal by a certified M/WBE Prime Contractor, the failure of a Prime Contractor to attain a subcontracting goal for M/WBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the Authority and shall be subject to any penalties and sanctions available under the terms of the EBO Program, its contract with the Authority, or by law.

A Prime Contractor is required to notify and obtain prior written approval from the EBO Office Coordinator in advance of any reduction in subcontract scope, unless such reduction in scope is the direct and immediate result of an Authority-mandated change order or contract amendment, or the Authority has mandated the de-Certification, suspension, graduation or termination of a designated M/WBE Subcontractor. However, under such circumstances, the Prime Contractor shall undertake Good Faith Efforts to replace the de-certified, suspended, graduated or terminated M/WBE Subcontractor(s) with one or more other certified M/WBE Subcontractor(s) and shall submit a waiver request to the EBO Office in the event such Good Faith Efforts are unsuccessful.

Upon award of the prime contract to a Respondent, the Prime Contractor shall be required to submit accurate progress payment information with each invoice regarding each of its Subcontractors, including S/M/WBE Subcontractors. The Originating Department shall audit the reported payments to S/M/WBE and non-S/M/WBE Subcontractor to ensure that the Prime Contractors’ reported subcontract participation is accurate. Absent a waiver from the EBO Office, a Prime Contractor’s failure to reach the required level of S/M/WBE subcontracting shall be considered a material breach of contract. Authority contracts with Prime Contractors shall include clauses requiring Prime Contractors to pay Subcontractors in compliance with Florida Prompt Payment Law, and such clauses shall mandate that in the event of Prime Contractor non-compliance regarding such payments, the Prime Contractor shall be subject to any penalties and sanctions available under the terms of the EBO Program, its contract with the Authority, or by law.
F. Program Administration

i. Originating Departments – Duties and Responsibilities

It shall be the responsibility of Purchasing to ensure that solicitations emanating from the department adhere to the procedures and provisions set forth in this Policy. The Originating Department Director or Manager or designee shall assume joint responsibility with Purchasing for assuring vendor and contractor compliance with the Economic Inclusion objectives of this EBO Policy (as stated within material Bid Solicitation contract specifications, and deliverable requirements). The Originating Department shall review, on a continuing basis, all aspects of the Program’s operations that it is involved in to any degree, and make adjustments to its efforts, as necessary, to assure that the Policy’s purpose is being achieved. The Originating Department, in collaboration with Purchasing and the EBO Office, shall ensure the following actions are taken to ensure that S/M/WBEs have the maximum practicable opportunity to participate on Authority contracts:

i. Post all Formal Solicitations on the Authority’s website, for the solicitation period required by state law for the type of procurement, and then direct targeted e-mail alerts containing links to the webpage where such Authority solicitations are posted at least thirty days in advance of bid or proposal due dates. Such e-mail alerts should be directed to all Respondents that have registered with the appropriate commodity/industry codes on the Authority’s CBR system;

ii. Encourage all prospective Prime Contractor Respondents for Authority solicitations to post their subcontract opportunities on the Authority webpage where the solicitation specifications have been posted by the Authority.

iii. Ensure that the Commercial Nondiscrimination Policy statement, compliance language, and any other materials and specifications required by the Economic Inclusion Policy are included in all Bid Solicitation and contract documents;

iv. Preview and evaluate all contracting opportunities in an effort to de-bundle the total requirements of a contract into smaller units to promote maximum and reasonable opportunities for S/M/WBE participation, without making separate, sequential or component purchases in violation of state purchasing laws;
v. Establish procedures to ensure that all contractors submitting correct and undisputed invoices are paid within thirty (30) days and that Subcontractors are paid within ten (10) days after the Authority pays the Prime Contractor. Insert a requirement in all contracts that Prime Contractors must inform subcontractors of written notice of disputed invoices within five (5) days of receipt, and clearly state in such notices the reasons for the disputed invoice;

vi. Ensure that an Authority contract is not executed and that a Notice to Proceed is not issued until binding agreements between the Prime and subcontracting S/M/WBEs have been executed by all parties and submitted to the Originating Department;

vii. Ensure that all required statistics and documentation regarding bid, contract, invoice, and payment information are submitted to the EBO Office as requested;

viii. If circumstances prevent the Originating Department from meeting notification requirements contained herein, the Originating Department shall engage in direct and extensive outreach to S/M/WBE associations or other relevant organizations to inform them of the contracting opportunity, unless the circumstances are exigent and an emergency exists that requires immediate action to protect the public health, safety or welfare; and

ix. Notify the EBO Office Coordinator or designee of all change orders and amendments to contracts that are subject to this Policy and take necessary steps to ensure that APIs applied to the contract by the EBO Office are also extended and enforced, to the maximum practical extent, with regard to any modified scope of work under the terms of such change orders and contract amendments.

ii. EBO Office – Duties and Responsibilities

The following duties and responsibilities of the EBO Office are in addition to those set forth in Section 6.2:

General Duties

The EBO Policy will be administered and managed by the Coordinator of the EBO Office or designee. The Coordinator of the EBO Office or designee shall attend all Governing Board agenda meetings to
address any S/M/WBE or EBO Policy issues. The EBO Office shall be responsible for the overall administration of the SWA’s EBO Policy. At a minimum, the EBO Office shall:

a. Report to the SWA and the public, based on available data, on at least an annual basis as to the SWA’s progress toward satisfying the EBO Policy purposes and objectives.

b. Formulate, establish, distribute and implement additional forms, rules and procedures for EBO Policy waivers, improvements and adjustments to the goal-setting methodologies and other Policy features;

c. Have advance substantive input in a contract specification review process consistent with this Policy to ensure that contract solicitation specifications are not unnecessarily restrictive and unduly burdensome to S/M/WBE firms;

d. Receive and analyze external and internal information, including statistical data and anecdotal testimony regarding the barriers encountered by S/M/WBE firms in attempting to obtain contract opportunities at the SWA, and the relative effectiveness of various APIs in addressing those barriers;

e. Monitor and support the implementation of the EBO Policy and propose modifications to appropriate SWA officials as necessary to fully achieve the purpose and objectives of the Policy;

f. Provide public education and advocacy internally and externally regarding the purposes and objectives of the EBO Policy;

g. Develop, maintain and distribute directories of certified SBEs and M/WBEs;

h. Assess technical assistance needs of S/M/WBE firms and provide seminars and technical assistance referrals to S/M/WBE firms to enhance their ability to effectively compete for SWA contracts;

i. Investigate alleged violations of this Policy and provide written recommendations to appropriate authorities for remedial action and imposition of sanctions and penalties when necessary;

j. Determine Prime Contractor compliance with EBO Policy requirements prior to contract award presentation to the SWA and prior to Originating Department release of final retainage;

k. Oversee the maintenance of an accurate contract performance and compliance reporting system;

l. Provide staff support for the SBAC and the EBO Ombudsman; and

m. Collaborate with the Office of the Chief of Financial Officer, Financial Management, Information Technology, and the Purchasing to streamline the invoice and payment procedures at SWA so as to accelerate payments for undisputed invoices within fifteen (15) days of receipt to prime contractors and vendors, and to require such primes and vendors to then pay undisputed subcontractor invoices within five (5) days of receipt of invoice.
Certification

Certification of all S/M/WBE firms shall be the ultimate responsibility of the EBO Office. The EBO Office shall be responsible for reviewing all S/M/WBE Certification and re-Certification forms used by its selected certifying agent or organization to ensure that they are sufficient for purposes of gathering information consistent with the standards, definitions and intent established by this Policy. The EBO Office shall also maintain an automated and up-to-date web-based registry of all certified S/M/WBE firms that is readily available to the general public, as well as to SWA personnel.

(a) In executing its responsibility in connection with these Certifications, the EBO Office may contract with a regional governmental or certification agency/organization for the purpose of issuing Certifications in a manner that is consistent with the eligibility standards established under this EBO Policy.

(b) A firm eligible for Certification(s) under this EBO Policy shall be an Independently Owned and Operated business. The ownership and Control by Minority Group Members or Women shall be real and substantial, and shall be indicated by customary incidents of ownership as demonstrated by an examination of the substance, rather than the form, of ownership and operating arrangements. In determining whether a potential firm is an Independently Owned and Operated business, the certifying agency considers all relevant factors including, but not limited to:

i) The date the business was established;

ii) The adequacy of its resources for the work of the contract; and

iii) The degree to which financial, equipment leasing, supplier and other relationships with non-minority businesses vary from industry practice.

(c) The Minority Group Member or women owners must possess and exercise the power to direct the management and policies of the firm and to make day-to-day decisions, as well as any decisions on matters of management policy, and operations. The firm shall not be subject to any formal or informal restrictions which limit the customary discretion of the Minority Group Member or women owners. There shall be no restrictions by partnership agreements, charter requirements, operating agreements or other arrangements which prevent the Minority Group Member or women owners from making business decisions for the firm without the cooperation or vote of any owner that is not minority or female.

(d) Recognition of the business as a separate entity for tax or corporate purposes is not necessarily sufficient for recognition as an S/M/WBE. Certification as S/M/WBE firms will be in accordance with the definitions established in this Purchasing Manual.

(e) A claim of minority status as a Minority Group Member must be directly related to the applicant’s parents’ status. Neither birthplace nor marriage has any bearing on minority status of the Certification applicant. All Minority Group and women owners of certified firms must be Individuals that are lawfully residing in, or are citizens of, the United States or its territories.

(f) A firm seeking Certification or re-Certification status under this Policy shall cooperate fully with the SWA (or its designated certification agent) in supplying additional information and in facilitating a site visit of the enterprise which may be requested in
order to make a determination. Failure or refusal to cooperate shall result in denial or repeal of Certification.

(g) Proof of Certification by another certifying entity may be accepted by the SWA in lieu of the SWA’s own Certification process if the certifying entity adheres to the same or similar policies and standards as those established by the SWA. To the extent the SWA’s factual predicate for its EBO Policy requires, under applicable law, a narrower definition of S/M/WBE firm categories (e.g., due to ethnicity / gender of ownership or relevant geographic market considerations), the SWA shall limit the categories of S/M/WBE firms certified by other jurisdictions that shall be eligible for participation in the Authority’s Equal Business Opportunity Program as necessary to ensure that the Race-Conscious remedial relief provided by the Authority’s Program remains appropriately narrowly-tailored.

(h) Before accepting another jurisdiction’s S/M/WBE Certification program, the EBO Office shall examine the definitions, standards and Certification practices of the program to ensure that it adheres to established SWA Certification guidelines.

(i) If the owners of the business who are not Minority Group Members or women are disproportionately responsible for the operation of the firm, the firm is not Controlled by minorities and/or women and may not be considered to be an M/WBE within the meaning of this Policy. Where the actual management of the business is contracted out to Individuals other than the owner, those persons who have the ultimate power to hire and fire the managers may, for the purposes of this Policy, be considered as Controlling the business.

(j) All securities that constitute ownership or Control of a corporation for purposes of establishing it as an M/WBE under this Policy shall be held directly by Minority Group Members or women. Securities held in trust, or by any guardian for a minor, may not be considered as being held by Minority Group Members or women in determining the ownership or Control of a corporation.

(k) The contributions of capital or expertise by the Minority Group Member or women owners to acquire their interests in the business shall be real and substantial. Examples of insufficient capital contributions include:

i) A promise to contribute capital;

ii) A note payable to the business or its owners who are not socially and economically disadvantaged, Minority Group Members or Women; and

iii) Contributions in labor or expertise that result solely in employee compensation, without participation in business profits as an owner.

(l) Special consideration of the following additional circumstances in determining eligibility:

i) Newly-formed businesses and businesses whose ownership or Control has changed since the date of the advertisement of the contract shall be closely scrutinized to determine the reasons for the timing of the formation of, or change in, the businesses;
ii) A previous or continuing employer–employee relationship between or among present owners shall be carefully reviewed to ensure that the employee–owner has management responsibilities and capabilities discussed in this Policy; and

iii) Any relationship between an M/WBE and a business that is not an M/WBE, but that has an interest in the M/WBE, shall be carefully reviewed to determine if the interest of the non-minority business conflicts with the ownership and Control requirements of this Policy.

iv) Once certified, an S/M/WBE firm shall update its status biennially by submitting a Certification affidavit. If ownership or Control of the firm has changed, the S/M/WBE firm shall submit a new Certification affidavit to the EBO Office (or its contracted Certification agency) within thirty (30) days of the change.

v) The certifying entity will notify applicants of staff’s determinations on Certification and re-Certification status.

(m) Once denied Certification, a firm may not re-apply for Certification until the time indicated in the Certification entity’s policy.

(n) A firm shall be de-certified when it no longer meets the eligibility requirements for Certification, and such de-certified firms shall not be eligible to re-apply for one year from the date of the final adverse decision.

(o) Certification, once granted, remains in effect for two (2) years, except in accordance with the graduation and suspension provisions of this Policy.

Compliance Responsibilities

The EBO Office, along with contracting staff of each Authority department, shall monitor compliance with these EBO requirements during the term of the contract. If it is determined that there is cause to believe that a Prime Contractor or Subcontractor has failed to comply with any of the requirements of this Policy, or with the contract provisions pertaining to S/M/WBE utilization, the Coordinator of the EBO Office or designee shall so notify the Originating Department and the contractor. The Coordinator of the EBO Office or designee may require such reports, information, and documentation from contractors, Respondents and the head of any Authority department, division, or office as are reasonably necessary to determine compliance with the SBE Policy requirements, within fifteen (15) calendar days after the notice of noncompliance is issued. If the requested materials are not received within fifteen (15) calendar days, then a finding of noncompliance is determined and appropriate penalties and sanctions will apply as stated in this EBO Program Policy and Purchasing Manual.

Joint responsibility is shared by the Coordinator of the EBO Office or designee and the Originating Department or designee to attempt to resolve a contractor’s, subcontractor’s, or vendor’s noncompliance with the requirements of this Policy, including any non-compliance with contract provisions pertaining to S/M/WBE utilization, within fifteen (15) calendar days after the apparent noncompliance is discovered. A written notice of the noncompliance should immediately be sent by the EBO Office or designee to those contractors, subcontractors, or vendors that are in noncompliance, and to the Director or Manager of the Originating Department or designee. If noncompliance cannot be resolved within fifteen (15) calendar days after notice is sent, the Coordinator of the EBO Office or designee and the Director or Manager of the
Originating Department or designee shall submit written recommendations to the Executive Director or designee, and if the Executive Director or designee concurs with the finding, such sanctions as stated in this Economic Inclusion Policy and Procedures and Purchasing Manual shall be imposed.

Whenever the Coordinator of the EBO Office or designee finds, after investigation, that an Originating Department has failed to comply with the provisions of this Policy or the contract provisions pertaining to S/M/WBE utilization, a written finding specifying the nature of the noncompliance shall be transmitted to the Originating Department, and the Coordinator of the EBO Office or designee shall attempt to resolve any noncompliance through conference and conciliation. Should such attempt fail to resolve the noncompliance, the Coordinator of the EBO Office or designee shall transmit a copy of the finding of noncompliance, with a statement that conciliation was attempted and failed, to the Executive Director or designee who shall take appropriate action under this Policy to secure compliance.

The Coordinator of the EBO Office, or designee, shall submit a written annual report to the Executive Director and the Authority Board on the progress of the Authority toward the utilization goals and objectives established by this Policy together with the identification of any problems and specific recommendations for improving the Authority’s performance.

The EBO Office Coordinator or designee and Originating Departments shall work closely with the Authority’s Office of General Counsel to include language in all Authority contracts that ensures compliance with the EBO Program. This language should also include a time period for the contractor to correct any and all deficiencies no later than fifteen (15) calendar days after notification of non-compliance.

The EBO Office Coordinator shall also establish certification, re-certification, and graduation procedures for S/M/WBE firms to be certified by an independent third-party entity as being at least 51% owned, controlled, and managed in accordance with eligibility standards and definitions established by this Economic Inclusion Policy, and the size standards set forth in Exhibit Q of this Purchasing Manual. Processing of certification applications shall be at no cost to the applicants. The Coordinator shall diligently review the practices and standards of prospective certifying entities to ensure that they are consistent with best practices for maintain economic inclusion program integrity.

Reporting Requirements – EBO Office

The EBO Office Coordinator or designee shall monitor the implementation of this Economic Inclusion Policy and periodically issue written reports (preferably quarterly) on the progress of the EBO Program and the various EBO Program elements. Also, on no less than an annual basis, the Coordinator of the EBO Office or designee shall report to the Authority Board and the Executive Director on the implementation of the Program and, as data becomes available, progress on achieving the goals and objectives of the Economic Inclusion Policy and the effectiveness of the EBO Program. Such reports shall include the achievement of contract participation goals for S/M/WBEs by ethnicity and gender of ownership, by industry segment, by location, and by API. The Coordinator of the EBO Office or designee shall also issue a written report on an annual basis to the Executive Director and the Authority Board that summarizes contract payments to Prime Contractors and all Subcontractors for each of these categories. This written report should also address stated EBO Program objectives including, but not limited to, enhancement of competition as reflected in solicitation response activity, growth in availability and business capacity for S/M/WBE firms, removal of barriers to S/M/WBE contract participation, reduction or elimination of disparities in contract awards and contract payments to M/WBE firms in Authority contracts. Other specific performance measures by which the success of the Economic Inclusion Policy might be evaluated (depending upon the availability of data) include: (a) growth in the numbers of SBE and M/WBE firms winning their first contract awards from the Authority; (b) growth in the Authority’s overall SBE and M/WBE Prime Contracting dollar volume; (c) growth in the numbers of SBE and M/WBE firms that are bondable and in
the collective bonding capacity of SBE and M/WBE firms; (d) growth in the numbers of SBE and M/WBE firms that successfully graduate from the programs and remain as viable competitors after the passage of two (2) years; (e) growth in the numbers of graduated SBE and M/WBE firms that successfully compete for Authority contracts; (f) growth in the size of the largest Authority contracts won and successfully performed by SBE and M/WBE firms respectively; (g) comparability in the annual growth rates and median sales of SBE firms and M/WBE firms as compared to other firms; and (h) growth in the percentage of contract dollar participation of M/WBE firms in the private sector of the Relevant Marketplace. The written report should also contain any recommendations for modifications, suspension, or termination of any portion of this EBO Program, with justifications for each such recommendation.

iii. Contractor / Vendor Responsibilities

To facilitate the EBO Office completing its responsibilities in administering EBO Program elements, a contractor / vendor shall:

(a) Permit the EBO Office to inspect any relevant matter, including records and the jobsite, and to interview Subcontractors and workers (field compliance).

(b) If performing an Authority Construction contract, ensure that all Subcontractors are paid any undisputed amount to which the Subcontractor is entitled within 10 calendar days of receiving a progress or final payment from the Authority and otherwise comply with Authority’s contract terms and conditions which set forth the obligations of the Prime Contractor and Subcontractors and the remedies for delinquency or nonpayment of undisputed amounts.

(c) Notify the Authority in writing of any changes to their S/M/WBE utilization and/or subcontracting plan. All changes (substitutions and/or terminations) must be approved in advance and in writing by the EBO Office.

(d) Amendment for unforeseen circumstances: If at any time after submission of a solicitation response and before execution of a contract, the apparent successful Respondent determines that a certified S/M/WBE listed on the participation schedule has become or will become unavailable, then the apparent successful Respondent shall immediately notify the EBO Office. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the EBO Office and shall indicate the Prime Contractor’s Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the EBO Office.

(e) Notify the Originating Department and EBO Office of any transfer or assignment of a contract with the Authority.

(f) Retain records of all Subcontractor payments for a minimum of four years following project termination date.
iv. Exceptions and Waivers

(a) If a Respondent is unable to comply with the API requirements imposed by the Coordinator of the EBO Office under the terms of this Policy, such Respondent shall submit, as required in the solicitation, a request for a waiver or partial waiver at the time as required in the solicitation. The waiver request shall include specified documentation which demonstrates a Good Faith Effort to comply with the requirements as described under the selected APIs.

(b) If, after award of a contract, the contractor is unable to meet the participation requirements for S/M/WBEs specified at response submittal, the contractor must seek substitute S/M/WBEs to fulfill the requirements; the requested substitution must be approved by the Coordinator of the EBO Office or designee and the Originating Department Director or designee. If, after reasonable Good Faith Efforts, the contractor is unable to find an acceptable substitute S/M/WBE, a post-award waiver may be requested. The request shall document the reasons for the contractor’s inability to meet the goal requirement. In the event the contractor is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute for the initial S/M/WBE proposed utilization, the contract may, in the Authority’s sole discretion, be terminated for material breach. If the Authority terminates the contract, the Authority may then award the contract to the next lowest Responsible and Responsive Respondent or, in the alternative, re-solicit the contract with the terminated vendor being disqualified from participation in the re-solicitation.

(c) Upon submission of a prospective solicitation to the EBO Office, and prior to the public release of solicitations, an Originating Department or Purchasing may request the EBO Office Coordinator or designee to waive or modify the application of API requirements for S/M/WBE participation by submitting its reasons in writing. In the event consensus cannot be reached regarding the request, the request for exception of the solicitation from the EBO program shall be resolved by the Executive Director. The Executive Director or designee may grant such an exception or modification of application of an API upon a determination that:

   i) The extraordinary and necessary requirements of the contract render application of the APIs infeasible or impractical;

   ii) The nature of the goods or services being procured are excluded from the scope of this EBO Policy; or

   iii) Sufficient qualified S/M/WBEs providing the goods or services required by the contract are unavailable in Palm Beach County despite every reasonable attempt to locate them.

Otherwise, such solicitations shall be forwarded to the Coordinator of the EBO Office for review and possible application of APIs. Any further requests from an Originating Department or Purchasing for modification of Goal amounts or other APIs as established by the Coordinator shall be presented to the Executive Director or designee, whose decisions on such requests shall be final.

(d) The Coordinator of the EBO Office may waive the application of APIs to enhance S/M/WBE utilization for a specific contract under the following circumstances:

   i) Whenever the needed goods or services are available only from a sole source and the prospective contractor is not currently disqualified from doing business with the Authority, or the procurement is necessary to preserve or protect the health and safety of the Authority’s residents; and
ii) The Originating Department or Purchasing certifies to the Coordinator and Executive Director or designee:

   a. That an emergency exists which requires goods or supplies to be provided with such immediacy that it is unable to comply with the requirements of this Ordinance; and
   b. That the prospective contractor is an S/M/WBE or, if not, that the prospective contractor will make a Good Faith Effort to utilize S/M/WBEs.

Final approval of all such exceptions and waivers shall be made by the Executive Director or designee.

v. Penalties and Sanctions

(1) Upon recommendation of sanctions by the Executive Director regarding the failure of a contractor, vendor, Respondent or other business representative to comply with any portion of this Policy, the Authority Board may impose upon the non-complying party any or all of the following penalties:

i) Suspension of contract;

ii) Withholding of funds;

iii) Rescission of contract based upon a material breach of contract pertaining to EBO Policy compliance;

iv) Refusal to accept a response or proposal;

v) Debarment of a Respondent, contractor or other business entity from eligibility for providing goods or services to the Authority for a period not to exceed three (3) years (upon Board approval); and

vi) Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved.

(2) It is a violation of this Policy to:

i) Fraudulently obtain, retain or attempt to obtain, retain or aid another in fraudulently obtaining, retaining or attempting to obtain or retain Certification status as an S/M/WBE for purposes of this Policy.

ii) Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of this Policy.
iii) Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE.

iv) Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of this Policy.

v) Make false statements to any entity that any other entity is or is not certified as an S/M/WBE for purposes of this Policy.

(3) Any person who violates these provisions shall be subject to penalties and sanctions established by this Purchasing Manual and by this EBO Policy, and also to the maximum penalty provided by law.

vi. Small Business Advisory Committee

The Coordinator of the EBO Office shall nominate an eleven-member citizens committee made up of representatives of trade groups and members of the general business community (including, but not limited to, no less than six S/M/WBE owners), and subject to formal appointment by the Board, this advisory group shall serve as the Small Business Advisory Committee to: (a) assist the Coordinator of the EBO Program or designee, the Executive Director or designee, and the SWA governing Board in reviewing the administration of various programs and policies that promote S/M/WBE participation in SWA prime contract and subcontract opportunities; (b) coordinate activities and actions with the EBO Office or other committees and work groups designated by the Board or Executive Director; and (c) make recommendations to the Coordinator of the EBO Office, the Executive Director or designee, and Board concerning modifications of such programs, policies, and procedures established pursuant to this Policy. Six Committee members shall serve two-year terms, and five Committee members shall serve one-year terms. As vacancies become available, they shall be filled as soon as practicable through the same nomination and appointment process.

vii. EBO Ombudsman (Mediation)

As needed, the Executive Director shall appoint a senior staff person outside of the realm of purchasing and contract activity to serve as the EBO Ombudsman for purposes of mediating disputes between S/M/WBEs and prime contractors and vendors, and / or the EBO Office staff and other SWA departments. Any aggrieved S/M/WBE firm may seek the services of the EBO Ombudsman by filing a request through the EBO Office. The intent of the mediation process is to prevent small disputes from becoming costly legal disputes, and to seek reasonable resolution of such disputes that are satisfactory to all parties.

viii. Periodic Review and Factual Predicate

Beginning no later than December 31, 2021, three (3) years after the Governing Board’s adoption of the 2017 Disparity Study, and every five (5) year interval thereafter, the SWA shall issue a Request For Proposals to undertake a comprehensive update of the full disparity study, and upon completion of each disparity study update, present disparity study results to the Authority Board, and following SWA review and a public comment period regarding those study findings and recommendations, the Authority Board shall consider any proposed modifications to, or sunset of, this Policy. As part of this review process, the Executive Director or designee shall make, or recommend to the Authority Board as appropriate, modifications to the procedures or substantive provisions of this Policy, and submit any necessary draft
amendments to Policies and procedures to the Authority Board for adoption as appropriate to effectuate the continuation, modification or termination of the EBO’s SBE and M/WBE Program elements.

ix. Severability Clause

If any section, paragraph, sentence, clause, phrase or word of this EBO Program Policy, or the application thereof, to any person or circumstance is for any reason held by a Court of competent jurisdiction to be unconstitutional, inoperative, invalid or void, such holding shall not affect the remainder of this Policy or the application of any other provisions of this Policy which can be given effect without the invalid provision or application, and to this end, all the provisions of this Policy are hereby declared to be severable.

6.5 Local Preference Policy and Eligibility Standards

In order to qualify to receive points for location, the firm must have all of the following a minimum of one (1) year prior to the solicitation: a) its headquarters or branch office located within Palm Beach County; b) been incorporated or a legally begun business and fully licensed; and c) a valid Business Tax Receipt issued by the Palm Beach County Tax Collector that will be used to verify that the proposer had a permanent place of business one year prior to the issuance of the solicitation. Please note that in order to receive a Local Preference, the name and address on the Business Tax Receipt must be the same name and address that is included in the submittal to the Authority, and that the attached Business Tax Receipt must accompany the bid at the time of bid submission. Copies of licensure, leases of office space (or proof of ownership of office site) may be required by Authority staff as proof of compliance. The firm's office must be of a permanent nature not temporary or transient and may include home offices. For a home office to qualify, it must meet all necessary legal requirements for such office, and in the event a mobile home is used as a home office, it must be without wheels and permanently affixed to the land. The firm's office shall be fully staffed with personnel including at least one of those assigned to the Authority’s projects, office furniture, office equipment, and, if applicable, professional equipment/computers as required by the type of work to be performed. Additional information or documentation, including a site visit by Authority staff, may be required to confirm a local presence sufficient to qualify and receive a Local Preference. The firm will be required to maintain said office, or other Authority approved offices, for the entire term of the contract. Failure to submit this information will cause the firm not to be qualified under this Section to receive a Local Preference.

In the case of Requests for Proposals (RFP's), Requests for Qualifications (RFQ's) or other similar formats other than bids, Local Preference may equal a maximum of 10 points. The maximum 10 points will be awarded to a local firm if all the individuals assigned to the Authority project work out of the local office. Committee members will have latitude in assigning fewer points to firms with assigned personnel working out of non-local offices.

In the case of Bids, any bidder who meets the qualifications for Local Preference and whose bid is within 5% of the low bidder who does not meet those qualifications, may be granted an opportunity to offer a best and final bid along with the low bidder.

If the Authority intends to entertain Best and Final Offers (BAFO) in conjunction with a Bid, notice of its use, all terms, conditions and procedures associated with its use shall be fully disclosed in the solicitation documents. If notice of the use of a BAFO is not disclosed in the solicitation documents, the BAFO will not be applicable to the solicitation. If a BAFO is to be used in the solicitation, the Bid opening procedures must be conducted in a manner to ensure that the bids are not made public and bid prices are not exposed prior to requesting and receiving BAFOs. In the case of a BAFO, the contract will be awarded to the lowest best and final bid; in the case of a tie for the lowest best and final bid the contract will be awarded to the lowest best and final bid offered by the local bidder. Ties between local bidders will be determined by a coin toss as specified in Section 2.21.
6.6 **Drug-Free Work Place Preference and Eligibility**
In order to be eligible for the "Drug Free Work Place Preference" authorized under Florida Statute 287.087, the firm must submit a fully executed Drug Free Work Place form with their bid/RFP.
[**SECTION 7 – RESERVED]

Intentionally Not used
SECTION 8 ACQUISITION OF USED EQUIPMENT

8.1 Use

Equipment shall be purchased new whenever possible. On occasion, the purchase of used equipment may be justified for financial reasons, the unavailability of new stock in the marketplace, or other reasons.

8.2 Procedure

Purchases of used equipment shall follow the standard rules of competitive procurement as stipulated in the Purchasing Manual. An exemption to the standard competition rules can be granted when the item is unique and/or available from only one known source.

The procedure for these exempted procurements shall be as follows:

A. A Committee shall be formed consisting of three persons: one from the requesting unit, one from the appropriate maintenance/technical unit having responsibility for the type of item being purchased, and one from Purchasing Services. Purchasing Services shall be chair. It shall be the Committee's responsibility to recommend (or not) the purchase of the item.

B. The Committee shall require independent technical/financial appraisals as follows:

1. From $25,000 to $75,000 - one appraisal
2. From $75,001 up – a minimum of two appraisals

C. The Committee shall obtain Executive Director or designee approval before procurement can take place.

D. This procedure does not eliminate the need to obtain Board or other approvals as required by the Purchasing Manual.

E. Purchasing Services shall select appraisers that are certified and/or experienced and have no other interests in the transaction.
SECTION 9 URGENT REPAIR PARTS/MINOR REPAIR SERVICES

9.1 Use

To expedite the acquisition of repair parts and materials for disabled key equipment or facilities for the Authority's repair/maintenance operations.

9.2 Procedure

Purchasing Services shall issue Purchase Orders in response to "Urgent" Purchase Requisitions for repair parts or minor repair services without having to initially go through fund verification, encumbrance and Purchase Order printing procedure.

9.3 Purchasing Services Responsibility

A. Verify propriety of the "urgent" designation

B. Obtain competition as required by the Purchasing Manual.

9.4 Requestor's Responsibility

A. Keep track of budget balances so as to ensure availability of funds for "urgent" Purchase Requisitions.

B. Originate timely transfer of funds on their own, without prompting from the Budget Manager, should funding for the Purchase Requisition be insufficient.
SECTION 10 BID PROTEST PROCEDURE

10.1 Tabulation

The Director Purchasing Services or designee shall post a tabulation of bids or, in the case of Requests for Proposals, Qualifications or Information, he/she shall post the award recommendation at the location where the bids or responses were submitted. Any actual or prospective bidder who is aggrieved in connection with the tabulation of bids or award recommendations may protest to Director.

10.2 Notices

A. A formal written protest shall be filed within five (5) calendar days after the posting of bids or award recommendation and it shall contain:

1. The name of the petitioner.
2. The petitioner's address and phone number.
3. The name of the petitioner's representative, if applicable.
4. The name and bid number of the solicitation.
5. A plain clear statement of the grounds on which the protest is based. Any grounds not stated shall be deemed to have been waived by the petitioner.
6. Specifically request the relief to which the petitioner deems itself entitled to, or remedy requested.
7. A protest bond of an amount equal to 1 (one) percent of the value of the solicitation, but in no case less than five hundred dollars ($500) nor greater than five thousand dollars ($5,000). This bond shall be in cash or by a US Postal service money order, certified cashier's or bank check payable to the Solid Waste Authority of Palm Beach County. Failure to post such bond shall result in the protest being dismissed.

B. A written protest is considered received by the Solid Waste Authority when it is delivered to and received by the Authority's Purchasing Services.

C. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this Bid Protest Procedure.

D. In computing the time in which to file a formal protest, the day of the event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or a holiday when the Authority's offices are closed, in which event the period shall run until the end of the next day that is neither a Saturday, Sunday, or holiday.
10.3 Authority to Resolve

A. The Director of Purchasing Services, with the advice and approval of the Executive Director or his/her designee, shall have the authority after review of the protest to:

1. Uphold the Protest

   If the Director of Purchasing Services determines that the protest shall be upheld based on a violation of the provisions of the Purchasing Manual, any relevant policy or procedure, a term of the solicitation or upon discovery of any irregularity or procedural flaw that is so severe as to render the process invalid, he/she may uphold the protest and:

   (a) Change the recommended award in which case a new recommended award shall be posted in accordance with the provision of this Purchasing Manual.

   (b) Cancel the protested solicitation.

2. Deny the Protest

   If the Director of Purchasing Services denies the protest, the Protestor shall have the right to a hearing in accordance with the provisions of Section 10.4 herein.

3. Refer the Protest to a Hearing Officer

   The Director of Purchasing Services may elect to refer the protest with no determination to a Hearing Officer for resolution in accordance with the provisions of Section 10.4 herein.

B. The Director of Purchasing Services shall issue a written statement of his/her determination within seven (7) days, (excluding Saturday, Sunday and holidays) a copy of which shall be provided to the protester. C. An appointed Hearing Officer shall have the jurisdiction and authority to hear, settle and/or resolve the protest pursuant to the process set forth in Section 10.4 below, except in those cases where the Executive Director or the Governing Board determine the protest of a particular solicitation be heard and resolved by a committee identified in the solicitation documents which committee shall then be vested with the authority of the Hearing Officer.

10.4 Procedures

A. The protest proceeding shall occur within thirty (30) days of the decision of the Director of Purchasing Services.

B. The bond required by this procedure shall be conditioned upon the payment of all costs and charges which may be adjudged against the Protester. If the Protester prevails, the bond shall be returned to the Protester. If the Authority prevails, the bond shall be forfeited, and the Authority shall be entitled to recover the costs and charges, excluding attorney’s fees, of such proceeding. The entire amount of the bond also shall be forfeited if the Hearing Officer determines that a protest was
filed for frivolous or improper purpose(s), including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the Authority or other parties.

C. At or prior to the protest proceeding, the Protester may submit any written or physical materials, objects, statements, affidavits, and arguments which he/she deems relevant to the issues raised.

D. The formal Rules of Evidence shall not apply in the proceedings; however, fundamental due process and the essential requirements of law shall be observed and shall govern the proceeding. The burden shall be on the Protester to prove the relief requested by clear and convincing evidence.

E. In the proceeding, the Protester, or its representative, may make an oral presentation of its evidence and arguments. However, neither direct nor cross examination of witnesses shall be permitted, although the Hearing Officer may make inquiries pertinent to a determination of the protest.

F. The Hearing Officer shall render a written decision which shall be mailed, return receipt requested, to the Protester.

G. Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.

H. The decision of the Hearing Officer shall be considered final. The Protester may apply in the Circuit Court of Palm Beach County, Florida, within thirty (30) days of rendition of such decision, for review by Writ of Certiorari in accordance with the applicable FL. App. Rules.

I. The time limits in which protests shall be filed and occurrence of protest proceedings as provided herein may be altered by specific provisions in the invitation to bid or requests for proposal or by mutual consent of the parties.

J. Neither the Protester, its Representative, nor any other party to the protested solicitation may contact the Hearing Officer regarding any issues pertaining to the protest. Contact between the Authority and the Hearing Officer shall be limited to scheduling and other administrative issues including the provision of records and information pertinent to the protest.

10.5 Stay of Procurement During Protests

In the event of a timely protest, the Director of Purchasing Services, or his/her designee, shall not proceed further with the solicitation or with the pending award of the contract unless the Executive Director, or his/her designee, with the advice of the General Counsel, and after consultation with the using department, makes a determination that the award of the contract without delay is necessary to protect substantial interests of the Authority.
10.6 Authority of the Governing Board of the Authority

Nothing contained in this Section 10 shall limit or divest the Governing Board of the Solid Waste Authority of its authority pursuant to the Special Act or general law. In the case of a particular solicitation, the Executive Director or the Governing Board may prescribe alternative processes and procedures for the resolution of a protest as set forth in the solicitation documents.
SECTION 11 DEBARMENT OR SUSPENSION

11.1 Authority to Debar or Suspend

After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Director Purchasing Services after consulting with the Authority General Counsel, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three (3) years.

After consultation with the Authority's General Counsel, the Director Purchasing Services is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed three months.

A suspension is used when there is probable cause but no final determination has been made. A debarment is used when final determination has been made. The causes for debarment include:

A. Conviction for 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;

B. Conviction under state or federal statutes of embezzlement, fraud, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense or violation of Authority policies and procedures indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as an Authority contractor;

C. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

D. Violation of contract provisions, as set forth below, of a character which is regarded by the Director Purchasing Services to be so serious as to justify debarment action:

1. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

2. A recent record of failure to perform or of unsatisfactory performance in accordance with the material terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

E. Any other cause the Director Purchasing Services determines to be so serious and compelling as to affect responsibility as an Authority contractor, including debarment by another governmental entity for any cause listed in this Purchasing Manual; and,

F. Conviction of a Public Entity Crime as described in Section 13 of this Manual.
11.2 Decision to Debar or Suspend

The Director Purchasing Services shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved of its rights concerning administrative or judicial review.

11.3 Notice of Decision

A copy of the decision shall be mailed or otherwise furnished immediately to the debarred or suspended person.

11.4 Finality of Decision

A decision under this Section shall be final and conclusive, unless fraudulent, or the debarred or suspended person within 10 days after receipt of the decision takes an appeal to the Executive Director of the Authority whose decision shall be considered final. Any aggrieved party may apply in the Circuit Court of Palm Beach County, Florida, within thirty (30) days of the rendition of such decision, for review by writ of certiorari in accordance with the applicable Florida appellate rules.
SECTION 12  COOPERATIVE PURCHASES

Notwithstanding any requirements of this Purchasing Manual, the Director Purchasing Services or his/her designee may purchase goods and/or services from vendors under contract with any government entity providing the contract was the result of competitive process if the competitive process for the goods or services would have been required by the Authority and the vendor extends the same terms and conditions of the contract to the Authority.

The Director Purchasing Services may purchase goods and services from vendors under negotiated contracts with any government entity, including the Federal General Services Administration. There are no dollar limitations to such purchases. The GSA contracts may be used if use by state and local governments is permitted by federal law and if the Director Purchasing Services specifically, in writing, for each transaction, determines their use to be in the Authority’s best interest.
SECTION 13  PUBLIC ENTITY CRIMES ACT

13.1  Background

The Public Entity Crimes Act, Florida Statute 287.133, as amended, serves to deny to persons convicted of a public entity crime the opportunity to bid on public entity contracts or to supply goods and services to public entities or to otherwise transact business with public entities. A "public entity crime" is a violation of law related to the transaction of business with any public entity involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

13.2  Definition

The Act is applicable to: any bid, any contract and any business transactions in excess of Category Two under FS 287.017

13.3  Procedure

A.  Required Notice in pertinent purchasing documents

Invitations to Bid, Requests for Proposal, and other competition documents shall contain a statement informing persons of the provisions of Florida Statute Section 287.133 Paragraph (2)(a). This Paragraph summarizes the prohibition to enter into contract with persons convicted of public entity crimes.

B.  Convicted Vendor List

The Authority cannot accept a bid, award a contract, or transact any business in excess of Category Two under FS 287.017 with any person or affiliate on the convicted vendor list for a period of 36 months from the date the person or affiliate was placed on the convicted vendor list unless the vendor has been removed from the list.

13.4  Reporting Requirement

If the Authority receives information that a vendor has been convicted of a public entity crime, the Authority shall transmit that information to the appropriate State of Florida government agency.
SECTION 14   DELEGATION OF AUTHORITY

14.1 Use

From time to time, the Executive Director is unavailable to execute routine documents or make decisions which are needed for operational efficiency. It is therefore necessary to establish a hierarchy to provide for the continuity of order and operations.

A. Hierarchy

The Executive Director hereby delegates his authority to sign purchasing documents and make necessary procurement decisions to the Managing Director then to the senior management staff of the Authority in the following order.

Chief Operating Officer  
Chief Financial Officer  
Chief Administrative Officer

B. Acting Executive Director

During periods of absence of the Executive Director, the available official who is highest in the executive hierarchy in Section A above, shall be designated the Acting Executive Director unless otherwise specifically designated. The actions of this official shall carry the same weight as those of the Executive Director.

14.2 Delegation of Authority to the Managing Director

This delegated authority is not limited to the Executive Director's periods of absence.
SECTION 15  DRUG-FREE WORK PLACE

The Authority abides by the Drug-Free Work Place program (F.S. 287.087) in the procurement of goods and services.

The Authority shall include in its competition invitations a statement informing participants about the drug-free work place program in accordance with the statute.

The preference of a drug-free work place shall apply if two or more bids or proposals are equal with respect to price, quality, and service in which case preference shall given per Section 7, Preference Policy, of this Manual.
SECTION 16  LEASES, LEASE-PURCHASES AND INSTALLMENT PURCHASES OF ASSETS

16.1 Purpose

To establish guidelines for leases, lease-purchases, and installment purchases of capital asset items such as trucks, heavy equipment, etc. with multi-year repayment contracts. This procedure is not applicable to minor items such as standard office copiers, etc. or month-to-month/short duration rentals. The Director of Purchasing Services will make determinations on a per case basis as to the applicability of this procedure.

16.2 Procedure

Responsibility for the financial and administrative review of all requests and any proposals will be by committee. The committee is composed of:

- Purchasing Services-Chair
- Requesting Unit
- Managing Director
- Risk Management

The Requestor will submit a Purchase Requisition with detailed backup documentation consisting at a minimum of a comparative cost analysis between outright purchase and the proposed transaction, and a written justification.

Purchasing Services shall promptly convene the committee and present the committee’s recommendation to the Executive Director for decision. If the Executive Director approves a recommendation to proceed with the proposal, then Purchasing will institute the required competition. The results of the competition shall be reviewed by the committee for continued viability. Board approval may be required due to the multi-year budgetary commitment.

Note: The item acquired shall be tagged for inventory purposes upon receipt.
SECTION 17 PURCHASES OF REPAIR PARTS, SUPPLIES, AND SERVICES UNDER BLANKET PURCHASE ORDERS

17.1 Policy

Maintenance Staff shall be permitted to purchase needed repair parts, supplies, and services from any Blanket Purchase Order (BPO) vendor as follows:

A. Not less than 75% (by dollar amount) of a purchase shall be for the parts/supplies/services awarded to that vendor under the BPO.

B. The remaining 25% (by dollar amount) of a purchase may be composed of substitute brands or other miscellaneous items. These non-BPO items shall be identified for audit purposes. Staff shall require the vendor to price these items based on the lowest available published list price less the maximum discount available to governmental agencies. List price and discount shall be shown on the invoice.

17.2 Limitations

The above policy shall be applicable only to:

A. Transactions under $1,000 for a complete repair and on a single work order.

B. Transactions to fulfill work orders only (this policy shall not be used to replenish inventory).

Maintenance Staff and Purchasing Services shall monitor this procedure to insure that affected BPO vendors share the additional business equitably. Authority Staff shall solely determine equity.
SECTION 18  PROCEDURE FOR REPAIR OF INSURED DAMAGED PROPERTY

A. Repairs to damaged Authority property shall be purchased using standard Purchasing Manual procedures. If it is not reasonable or cost effective to obtain competition then an exemption from competition must be obtained.

B. Selecting a vendor to effect repairs to Authority property estimated at more than the insurance deductible amount may be the responsibility of the insurance carrier. In which case, the carrier shall select the vendor and shall pay the vendor directly the amount due above the deductible. The Authority's sole responsibility shall be to pay this vendor the amount of the deductible upon delivery of an acceptable repair. Authority personnel shall not recommend any one vendor to the insurance carrier. However, an alphabetical listing of not less than three qualified vendors may be provided at the carrier's request.

C. All claims should be reported to Risk Management regardless of amount of purchase.
SECTION 19 PROCUREMENT OF COMMODITIES WITH RECYCLED AND/OR RECYCLABLE CONTENT

19.1 Background

The Board adopted resolution No. R-92-13 regarding the procurement of commodities which contain recycled and/or recyclable material(s) on March 18, 1992. The Resolution's main points are:

A. It commits to purchase from the recycled/recyclable products marketplace.

B. Staff may develop customized specifications for each item and determine case by case the acceptable percentage of recycled/recyclable material content.

C. It gives recycled/recyclable products a cost preference of up to 10% over virgin products in determining bid awards, subject to budgetary limitations.

19.2 Summary of Resolution No. R-92-13

A. Authority departments and units shall develop product specifications to incorporate a requirement for the use of recycled materials, reusable products, and products designed to be recycled to the maximum extent practicable, subject to an alternative showing that either the performance of the product will be jeopardized or that the product will negatively impact health, safety or operational efficiency. The Authority shall use such specifications in issuing Invitations to Bid and Requests for Proposal.

B. The Director Purchasing Services shall review product and service specifications to determine whether they require or exclude the use of recycled products, reusable products, or products designed to be recycled.

C. In the event that such specifications do exclude the use of recycled products or require the use of virgin materials, and a product or service exists with recycled content, then such exclusions or requirements shall be eliminated unless the pertinent department or unit can demonstrate to the satisfaction of the Director Purchasing Services that these recycled products would not achieve a necessary performance standard.

D. Vendors competing to provide products or services to the Authority, including printing services, shall demonstrate that they will comply with the specifications developed pursuant to this resolution.

E. Recycled paper shall be purchased and used in all copy machines that will accept it. Authority staff shall work to encourage the copier industry to develop copiers that will accept recycled paper.

F. The Director Purchasing Services shall purchase copiers which are capable of utilizing recycled paper, provided that they meet the needs of the Authority with regard to function.
G. When recycled products are purchased, the Authority shall require the vendor to undertake reasonable efforts to label these products to indicate recycled materials content. The Authority shall use for its stationery and envelopes recycled paper that includes post-consumer recycled content and indicate on the paper and envelope that they contain recycled material.

H. Any person who can demonstrate that a particular product or material with recycled content may be beneficially used instead of another product may request the Authority to evaluate such product or material. If such product or material is found to be beneficial, the Authority may incorporate the specifications of such product or material into its approved specifications for future competition.

I. A maximum ten percent (10%) price preference may be given to recycled products, reusable products offered as alternatives to disposable products, and products designed to be recycled where they are offered as alternatives to non-recyclable products. The preference percentage shall be based on the lowest responsible bid or price quoted by the supplier or suppliers offering non-recycled products.

J. The Director Purchasing Services may suspend the preference in any one procurement if in the sole opinion of the Chief Financial Officer the Authority's budget would be adversely impacted by preferential award.

K. The Authority shall cooperate to the greatest extent feasible with neighboring city and county governments in an effort to develop a comprehensive, consistent and effective procurement effort intended to stimulate the market for recycled products, reusable products, and products designed to be recycled.

L. All related Authority departments and units shall work cooperatively to further the purposes of this resolution.

M. The Director Purchasing Services shall prepare an annual comparative report of the quantity and price of products with recycled content versus the quantity and price of products purchased without recycled content.
SECTION 20  APPRAISAL REQUIREMENT

The market value of goods for the purpose of disposition or acquisition shall be obtained by professional appraisal. The appraiser shall be certified by an appropriate appraisal association or society. If there is no official certifying body for a commodity, then an experienced professional person or company thoroughly familiar with the item in question and its value in the market place may be used. The appraisers shall have no other interests in the transaction, shall have no business relationship with any firm involved and shall in all respects be able to provide an independent and unbiased evaluation. This appraising process shall be used for, but not limited to, such transactions as: trade-ins, purchases of used equipment, disposition of surplus assets.

If the market value of an item is to be determined by bid, quote or auction, then an appraisal(s) are not required but may still be used if in the best interest of the Authority.

The appraisals shall be in writing and with sufficient technical/financial information as required by the value and complexity of the transaction.

The number of appraisal required shall be guided by the estimated market value of the transaction:

A. Transactions up to $25,000 -- no appraisals required
B. From $25,001 up to $75,000 -- one appraisal
C. From $75,001 up -- minimum of two appraisals

The market value set by the appraisal (or the average of all appraisals obtained) shall be basis for setting the item's value. Said appraised values may be adjusted by Authority Staff by taking into consideration additional factors such as: subsequent marketplace shifts, interim changes to items appraised, etc. Deviations from the values presented by the appraiser(s) shall be explained in writing and made part of the transaction record.
SECTION 21  CONTRACT EXECUTION ONLY BY EXECUTIVE DIRECTOR

Contracts, agreements, memos of understanding, or other documents that commit the Authority to any kind of procurement related expenditure, performance or liability can only be executed by the Executive Director or designee as set forth in this Purchasing Manual.

The Executive Director may, at his sole discretion, delegate additional signature authority to specific persons for specific purposes.
SECTION 22 PURCHASING SYSTEM

22.1 Overview

The Authority's purchasing system is partially computerized and can be summarized as follows:

1. The Purchase Requisition and the Contract Request are paper documents prepared and authorized manually.

2. Logging in and tracking of Purchase Requisitions and Contract Requests, once received in Purchasing Services is by computer and manually.

3. Preparation of the Purchase Order, encumbrance of funds and transmission of Purchase Order data to Financial Services is computerized. Subsequently, Financial Services receives the hard copies of corresponding documentation.

4. Contract Documents are prepared by word processor while the encumbrance of funds is done on the same computer screen as the Purchase Order. The data is transmitted to Financial Services followed by documentation conveyed manually.

5. Distribution of the Purchase Order to recipients is manual and the recording in Purchasing Services of the receipt of goods and services is computerized.

6. Contracts are distributed manually and the receiving process is manual.

7. The computerized system software is Pentamation Finance Plus.

8. The computerized system consists of integrated modules for purchasing, fund accounting and fixed assets functions, and shall be fully integrated with a mandatory web-based automated centralized bidder registration system as fully described below.

9. Unified reports are available to all operators but access for the purpose of modifying data in a module is limited only to the operators accountable for that module.


11. The Authority’s past, present, and ongoing bid solicitations and contract awards shall be posted and publicly accessible on the Authority’s website, and shall include solicitations and awards to prime contractors, and related subcontractors, and vendors. To the extent feasible, the Authority’s web page posts of its bid solicitations shall also enable prime contractors to advertise and solicit subcontractors (at no cost) for scopes of work related to those specific Authority bid solicitations, and similarly enable interested prospective subcontractors to post their interest in responding to such prime contractor solicitations for subcontractors.

22.2 Mandatory Centralized Bidder Registration System

Once the Centralized Bidder Registration (“CBR”) system is installed and implemented, every business that seeks to bid on Authority contracts, to receive an Authority contract or subcontract, or to receive payment for work performed and / or for goods or services delivered
on behalf of the Authority, shall be required to register through the CBR. Each such business firm must have a valid and current unique vendor identification number that has been assigned during the CBR registration process prior to being eligible to submit a bid, to receive a contract award, or to receive a payment from the Authority. Prime contractors shall be required on or before the time of contract award to list the name of all subcontractors and suppliers that they intend to use for purposes of performing the contract, as well as the commodity codes assigned to the work or supplies to be provided by each such subcontractor and supplier. Each such subcontractor and supplier shall be required to be registered with the CBR system, and their vendor identification number shall be listed in the prime contract document. Each prime contractor or vendor that submits invoices or bills to the Authority shall be required to identify their Authority vendor identification numbers, as well as the Authority vendor identification numbers for all subcontractors and suppliers and the claimed value of their respective goods or services provided for which the invoice seeks reimbursement or payment. Subcontractors and suppliers listed by the prime contractor in the prime contract shall be permitted and encouraged to electronically submit copies of their subcontracting invoices to the Authority at the same time they are sent to the prime contractor, and shall be required to respond promptly to electronic inquiries from the CBR system to confirm whether they have received payments from the prime contractor. In return for doing so, the Authority shall automatically notify the subcontractor or supplier each time the Authority issues a payment to the prime contractor, and shall advise the subcontractor or supplier of its rights under Authority prompt payment contract terms.

Functionalities of the Centralized Bidder Registration System

The automated centralized bidder registration (“CBR”) system and process shall be designed to include the following features, data capturing and reporting capabilities, and functionalities:

1) The CBR process shall be at no cost to the bidder firms and shall be internet web-based and accessible for on-line application and editing by prospective bidder firms;

2) The centralized bidder registration form shall include, at a minimum, the following data fields:

   a. Firm name;
   b. Address;
   c. Phone number;
   d. Fax number;
   e. E-mail address;
   f. Web site address;
   g. Firm point of contact;
   h. NIGP codes for classification of good and services sold by the firm;
   i. Ownership status (e.g., MBE, WBE, DBE, SLBE, SBE, or other business enterprise);
   j. Taxpayer Identification Number or Employer Identification Number (not publicly visible);
   k. Business license number;
   l. Interest in bidding with political subdivisions, agencies, and public authorities;
   m. Contractors’ license numbers (if applicable); and
   n. Narrative description of commodities, supplies, or services provided.
3) The information submitted by CBR registrants for purposes of establishing an online profile shall be password protected for editing purposes only. All registrants shall be required to update all changes to their contact and profile information as soon as practicable.

4) Upon completion of the CBR registration form, a bidder shall be assigned a unique vendor identification number by the CBR system. The vendor identification numbers shall expire after one year. On an annual basis, each vendor or prospective bidder shall be notified (by e-mail and by hard copy mail) and advised in advance of the expiration and need to renew or edit the information in its centralized bidder registration firm profile in order to maintain a valid vendor identification number.

5) The data and software configuration for this CBR system shall be compatible and/or integrated with the purchasing system and financial software used by the Authority for accounting and vendor payment purposes. Each payment made by the Authority to a vendor shall also be tracked in the CBR system by vendor identification number and by NIGP or NAICS codes representing the services or product types delivered and paid for. Similarly, each payment to a prime contractor shall be tracked in the CBR system with subtotals representing each subcontractor’s portion (by NIGP or NAICS code) of the overall invoice, as well as the overall payment amount made directly to the prime contractor. The Authority shall electronically notify such identified subcontractors and suppliers and require that they confirm and aver payment from prime contractors for goods and services for which the SWA has paid the prime contractor.

6) The software used for this CBR system shall include the functionality for searching, sorting, and randomly selecting vendors by firm name, by NIGP codes, by ownership status, by address, by e-mail address, and by vendor identification number. In addition, the CBR system shall provide the capability of searches of the vendor database by key words.

7) The on-line form for the CBR registration process should contain links to online applications for MBE, WBE, DBE, SBE certification (as well as any other socio-economic State programs that provide assistance to subclasses of State vendors), and also to the online State application forms for various business licenses.

8) The CBR system shall be capable of generating e-mail alerts regarding contract opportunities that are narrowly targeted by NIGP code to that subset of registered bidders that have indicated an interest in supplying the types of goods or services required by those contracts.

9) The CBR system shall permit use by cooperating political subdivisions (e.g., counties, cities, towns, public authorities) within County and/or State, and should permit CBR registrants to identify which governmental entities they are interested in bidding with.

10) The profiles of bidders registered in the CBR system shall be accessible to the public via the web.
SECTION 23  ADDITIONAL PURCHASING SERVICES SIGNATURE AUTHORITY

The Director of Purchasing Services shall have the authority to sign vendor originated documents in order to expedite Authority business. This authority is contingent upon the existence of internal documentation authorizing the transaction.
SECTION 24  URGENT AND EMERGENCY PURCHASES BY EQUIPMENT MAINTENANCE

A. Use

This procedure is for use by Equipment Maintenance to expedite repairs of key Authority equipment which if not immediately repaired, would negatively affect a critical operation.

B. Procedure

Equipment Maintenance is authorized to issue Order Reference Numbers to vendors for “urgent” and “emergency” transactions to repair key equipment. Requirements:

1. “Urgent” purchases are not to be used to replenish inventory stock.

2. “Urgent” and “Emergency” requisitions shall clearly be marked “confirming” and indicate the date the order was placed and the vendor representative who received the order.

3. All procurement procedures are to be followed.

4. The confirming Purchase Requisition, along with the Emergency Purchase Data Sheet if applicable, shall be submitted to Purchasing Services within one calendar day of order placement.

5. Requisition numbers will be assigned either an “E” or “U” designation, respectively, and used as a reference number for each purchase. A Purchase Order will be issued for each “Urgent” or “Emergency” Requisition.
SECTION 25 INSURANCE PROCUREMENT

Acquisition of insurance carriers/policies for those lines of coverage that are not covered by statute, shall be on a competitive basis, with no fewer than three qualified insurance carriers being invited to propose. The proposals are to be obtained by the Authority's competitively selected Broker/Consultant/Agent. The proposals shall be in writing, containing all the relevant information for an informed decision. The Broker/Consultant/Agent shall review the submittals and provide a recommendation. Award shall be made by the Authority's Executive Director.

Two units are responsible for insurance procurements related to their functions: Risk Management and Employee Relations.
SECTION 26

Intentionally Not used
SECTION 27 MEDIA PURCHASES

27.1 Background

Media purchases (advertising time and space) are exempt from competition. To expedite these purchases, the Requestors are granted authority to place the media orders directly with the vendor. Media includes, but is not limited to, newspapers, publications, television, radio, and billboards.

27.2 Procedure

Purchasing Services will set up a generic (no vendor named) Master Requisition for each of the media types. The Requestor will authorize the ad(s) or campaign(s) under his/her own name to the media vendor and send a copy of the authorization to Accounts Payable. After provision of services, the invoice will require a receiving signature from the Requestor and the specific account to charge. Accounts Payable will use the Master Requisition as procurement authorization to process the invoice.

The Requestor’s responsibilities:
1. to obtain prior explicit approval from the appropriate supervisory level for ads/ad campaigns that will total more than the Requestor's authorization level
2. to keep accurate track of account balances and authorize ads accordingly
3. to avoid signing vendor contracts and to bring unavoidable contracts to Purchasing Services for review and signature
4. to have the proper level of signature for the amount of the invoice as required in the Purchasing Manual
5. to be prompt in the processing of invoices
SECTION 28 STATE PURCHASING AGREEMENTS

28.1 Background

On January 16, 2004, the State of Florida procurement program titled “State Purchasing Agreements” (SPA) replaced SNAPS (State Negotiated Price Schedules). The program facilitates purchases of $35,000 or less in accordance with Florida Statutes 287.042(1) (a) and (2) (a).

28.2 Use

SPA’s may be piggybacked subject to the transaction limit. Purchases shall not be divided to circumvent this requirement. When determining the purchase amount for the purpose of applying the limit, Purchasing Services and/or Requestors shall review and consider concurrent and planned or projected needs on an Authority wide basis for the remaining term of the agreement at the time of order. The preceding requirement does not preclude utilization of the SPA to fulfill subsequent unplanned or unforeseen orders at or below the limit. The limit will automatically reset in accordance with changes to Florida Statutes 287.042(1) (a) and (2) (a).

The Director Purchasing Services shall review and monitor the use of SPA’s and advise the Requestor and Chief Financial Officer regarding any concerns with the application of the program to meet the needs of the Authority.
SECTION 29  VENDOR SELECTION RANKING

29.1  Background

Vendor ranking during competition must be open, fair, and legally defensible.

29.2  Procedures

1. The ranking process shall be developed jointly by the Requestor and Purchasing Services at the time a solicitation is being drafted.

2. The preferred process shall be to assign weights to the several evaluation criteria and then to score each criterion. The grand total of weighed scores would determine the outcome. Another acceptable method is to assign the number of points that a vendor can earn for each criterion with the total point count determining the outcome.

3. The solicitation document shall list the principal criteria upon which selection will be based.

4. It is preferred that the weights, or points, or other scoring mechanism be included in the published solicitation.

5. In the case of multiple-step evaluations (i.e. written proposal and then oral presentation), each step shall be evaluated following the above guidelines.

6. The Director Purchasing Services may customize the evaluation process to suit unique circumstances.
SECTION 30  ELECTRONIC COMMERCE

The Director Purchasing Services shall have the authority to implement cost effective electronic commerce initiatives. These initiatives include, but are not limited to: vendor registration, paperless requisitioning, competition announcements, electronic signatures, two-way transmittal of quotes/bids/RFP’s/etc., reverse auctions*, posting bid results, order placement, and auctions.

*The reverse auction process would be used in lieu of a sealed bid for high dollar, well defined needs. In a reverse auction, bidders are pre-qualified to participate. During competition, bidders can see each other’s bids on-line and are able to keep responding electronically with lower bids until responses cease under a precisely defined sliding deadline.
SECTION 31 ETHICS

Purchasing Services staff and other Authority staff members responsible for requesting goods and services (including spouses or other family members) may not solicit or accept gifts, entertainment, or other gratuities from anyone seeking a contract with or purchase by the Authority, other than customary business courtesies that are reasonable in frequency and value.

Holiday gifts are to be refused and returned, or, if returning is not reasonable (such as a basket of perishables), donated to charity or shared publicly.
SECTION 32  LOBBYIST REGISTRATION/CONE OF SILENCE

32 Scope of Rule

32.1 The operation of responsible government requires that the fullest opportunity be afforded to the people to petition the Board of the Solid Waste Authority for the redress of grievances and to express freely to the elected officials their opinions on the actions of the Authority and other relevant issues; that to preserve and maintain the integrity of the governmental decision-making process, it is necessary that the identity and activities of certain persons who engage in efforts to influence Board members and employees on matters within their official duties, be publicly and regularly disclosed.

32.2 Definitions

All definitions contained in Chapter 2001-331, Laws of Florida, and Solid Waste Authority Rules, to the extent they are consistent with the definitions of this policy, are applicable to the terms used below.

Unless expressly provided herein to the contrary, for purposes of this policy, the following definitions shall apply:

(a) “Authority” means the Solid Waste Authority of Palm Beach County Florida.
(b) “Board” means the Governing Board of the Solid Waste Authority of Palm Beach County, Florida.
(c) “Board member” means any member of the Governing Board of the Solid Waste Authority of Palm Beach County, Florida.
(d) “Employee” means any personnel employed by the Solid Waste Authority of Palm Beach County.
(e) “Lobbying” means seeking to influence the decision of any Board member or any employee with respect to the passage, defeat or modification of any item which may foreseeably be presented for consideration to the Board as applicable.
(f) “Lobbyist” means any person who is employed and receives payment, or who contracts for economic consideration, for the purpose of lobbying on behalf of a principal. "Lobbyist" shall not include any employee as defined in this policy when acting in the course of his or her employment, any elected local official when the official is lobbying on behalf of the governmental agency which the official serves, or any member of the official's staff when such staff member is lobbying on an occasional basis on behalf of the governmental agency by which the staff member is employed.
(g) “Person” means individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations (profit or not-for-profit), professional corporations, or associations, and all other groups or combinations however constituted.
(h) “Principal” means the person or entity a lobbyist represents for the purpose of lobbying.
32.3 Registration

32.3.1 All lobbyists shall register with the Authority, or Palm Beach County, before engaging in lobbying. Lobbyists registered with Palm Beach County do not need to register with the Authority. Every lobbyist shall submit a form prepared by the Authority or alternatively Palm Beach County and shall state his or her name, address, the name and address of each principal represented the general and specific areas of legislative interest, and the nature and extent of any direct business association or partnership with any current Board member or employee. A lobbyist's registration shall automatically expire on December 31 of the year of registration. If, at any time during the year, a lobbyist commences representing a principal for which the lobbyist has not registered pursuant to this policy, the lobbyist shall register with respect to that principal prior to lobbying. Lobbying prior to registration is prohibited.

32.3.2 Registration exceptions. Registration shall not be required for the following:
(a) Board members or employees discussing matters relevant to their official duties;
(b) Persons under contract with the Authority who communicate with Board members or employees regarding only those issues directly related to the performance of their services under their contract;
(c) Any person who lobbies only in his or her individual capacity for the purpose of self-representation;
(d) Any person who appears before the board or advisory board in a quasi-judicial proceeding.

32.3.3 False statements prohibited. A lobbyist shall not knowingly make, or cause to be made, a false statement or misrepresentation in maintaining registration or when lobbying Board members or employees.

32.4 Record of Lobbying Contacts

32.4.1 Contact log. Except when appearing before the Board, all persons shall sign, for each instance of lobbying, contact logs maintained and available in the office of each Authority facility where lobbyists may contact Board members or employees. The person shall provide his or her name, whether or not the person is a lobbyist as defined in this policy, the name of each principal, if any, represented in the course of the particular contact, and the subject matter of the lobbying contact. All contact logs shall be transmitted to the Authority Executive Director at the end of each calendar quarter. In the event, a lobbyist engages in lobbying in a Board Member’s office in a Palm Beach County governmental facility, the lobbyist signature in the contact log of that facility in accordance with Sections 2-353 and 2-352 of the Palm Beach County Code shall meet the requirements of this paragraph.

32.4.2 Lobbying outside of Authority offices. In the event that a lobbyist engages in lobbying which is outside of Authority offices or a Board Member’s office in a Palm Beach County governmental facility, and which is a
scheduled appointment initiated by any person for the purpose of lobbying, the lobbyist shall advise the Authority, as appropriate, of the calendar scheduling of an appointment and the subject matter of the lobbying contact.

32.5 Cone of Silence

32.5.1 Cone of silence means a prohibition on any communication, written or oral, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

(a) Any person, recognized legal entity, or either of their respective representative(s) seeking an award from such competitive solicitation; and

(b) any person who is a member of a selection or evaluation committee or panel whose purpose is to make selections, recommendations or evaluations in connection with a competitive selection process; and

(c) any employee of the department from which the contract solicitation originated and for whose primary purpose it will serve, any employee that is a Chief of the Solid Waste Authority of Palm Beach County regardless of the originating department; and

(d) Notwithstanding the above, any person, legal entity, or their respective representative(s), may contact any member(s) of the Authority’s Governing Board, the Executive Director, Purchasing Director or Procurement Manager, however, any such communication shall only be by written correspondence, and in all cases the Purchasing Director shall be copied. Any oral communications to any of these person(s) listed in this subsection regarding a particular competitive solicitation is strictly prohibited.

32.5.2 For the purposes of this section, a person or legal entity’s representative shall include any person or group of persons acting on behalf of that person or legal entity, including but not limited to an employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person or legal entity.

32.5.3 The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. Each request for proposal, request for qualification, bid, or any other competitive solicitation shall provide notice of the cone of silence requirements and refer to this policy.

32.5.4 The cone of silence shall remain in effect for all person(s), legal entity, or their respective representative(s) submitting a response to a competitive solicitation until such time as the provisions of subsection 32.5.7 are satisfied, even if the person withdraws his/her submittal from the competitive process, or is otherwise eliminated from consideration consistent with the procedures of the competitive process.
32.5.5 The provisions of this policy shall not apply to oral communications at any proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any meeting, presentations made to the board, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardees, or any dispute resolution process following the filing of a protest between the person filing the protest and any employee.

32.5.6 The cone of silence shall not apply to any purchase made in an amount less than the competitive bid threshold set forth in the Authority Purchasing manual.

32.5.7 The cone of silence shall terminate at the time the Board, or Authority staff, if authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

32.5.8 The Board, by means of action taken at any properly noticed Governing Board meeting, may invoke the cone of silence earlier than the times specified in this section, for any procurement.

32.5.9 Any and all questions regarding the individuals who may or may not be covered under the cone of silence should be directed to the Purchasing Director or designee.

32.6. Enforcement

Violations of Section 32

In the event the Executive Director is informed of any person who has failed to comply with the requirements of Section 32, the Executive Director and the Authority’s General Counsel, or their designees, or a designee specified by the Board, shall conduct an investigation, as deemed necessary under the circumstances, to compile information pertinent to the allegations.

The results of such investigation shall be reported to the Board which shall make a determination whether a violation has occurred. In the event the Board makes a determination that a violation(s) has occurred, it may impose, notwithstanding anything in this Purchasing Manual to the contrary and in its sole discretion, penalties including, but not limited to, censure, suspension of lobbying activities or debarment. In addition the Board, in its sole discretion, may reject or disqualify a bid or proposal in the event it determines a violation of Section 32 has been committed in connection with such competitive solicitation.

Any contract entered into in violation of this Section 32 may render a transaction voidable in the sole discretion of the Board.
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<td>S/M/WBE Schedule of Size Standards for Equal Business Opportunity Program Eligibility</td>
<td>Q</td>
</tr>
</tbody>
</table>
# SOLID WASTE AUTHORITY
## PURCHASING SERVICES
### SOLE SOURCE PURCHASE DATA SHEET

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Requestor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Submitted:</td>
<td>Requestor:</td>
</tr>
<tr>
<td>Requisition No.:</td>
<td>Dept:</td>
</tr>
<tr>
<td>Purchase Order No.:</td>
<td>Amount of Purchase:</td>
</tr>
<tr>
<td>Change Order # 1:</td>
<td>Revised Total:</td>
</tr>
<tr>
<td>Change Order # 2:</td>
<td>Revised Total:</td>
</tr>
</tbody>
</table>

**State why this is the only item which will fulfill the need:**

**Verify that this vendor is the only source of supply:**

**Attachments: Yes ☐ No ☐**

<table>
<thead>
<tr>
<th>Requesting Director:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchasing Approval:</td>
<td>Date</td>
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<tr>
<td>Buyer:</td>
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<td>Date:</td>
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<td>Procurement Manager:</td>
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<td>Date:</td>
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<tr>
<td>Purchasing Director:</td>
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<td></td>
<td>Date:</td>
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</tbody>
</table>

REV 9/11
SOLE SOURCE PURCHASES

Purpose:
To provide a mechanism for the procurement of goods and services which meet the following prerequisites.

1. The goods or services are the only ones that fulfill the need.
2. The proposed vendor is the only source of supply for these goods or services.

Procedure:
1. Requestor shall submit to Purchasing Services a completed Sole Source Purchase Data Sheet, and any additional documentation with the Purchase Requisition. The Data Sheet shall, at minimum, state why the goods or services are the only ones that will fulfill the need and why the recommended vendor is the only source of supply.

2. Purchasing Services shall approve or disapprove, in writing, sole source designation after a good faith review of available sources. Purchasing shall have the sole responsibility to qualify a vendor as a sole source.

3. Disapproved requests will be returned to the requestor for alternate procurement.

NOTE: ALL SOLE SOURCE PROCUREMENTS ARE REPORTED TO THE BOARD QUARTERLY
<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Requestor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Submitted:</td>
<td>Dept:</td>
</tr>
<tr>
<td>Requisition No.:</td>
<td>Amount of Purchase: $</td>
</tr>
<tr>
<td>Purchase Order No.:</td>
<td>Revised Total: $</td>
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<tr>
<td>Change Order # 1: $</td>
<td>Revised Total: $</td>
</tr>
<tr>
<td>Change Order # 2: $</td>
<td></td>
</tr>
</tbody>
</table>

Exemption from competition for purchase of $10,000.00 or less:

Reason for granting exemption:

<table>
<thead>
<tr>
<th>Requesting Director:</th>
<th>Date:</th>
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</table>

<table>
<thead>
<tr>
<th>Purchasing Approval:</th>
<th>Date</th>
<th>C.O. # 1</th>
<th>C.O. # 2</th>
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</thead>
<tbody>
<tr>
<td>Buyer:</td>
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REV 3/12
COMPETITION EXEMPTION

Purpose:

To exempt certain transaction under $10,000.00 from competition for good cause. “Good Cause” includes:

1. Unforeseen change in circumstances after a vendor has performed work (i.e.: warranty dispute).

2. Vendor of record has a clear competitive advantage and obtaining additional quotations would not add value to the procurement process, (i.e. only one vendor has original drawings, only one vendor is licensed to perform work by manufacturer, only one vendor has access to required materials, substantial hours required to evaluate project or estimate repair and vendors require compensation to develop estimates).

Procedure:

Requestor shall submit a complete, signed Competition Exemption Data Sheet to Purchasing Services along with a completed Requisition form and any additional documentation. The Data Sheet must contain the reason for granting the exemptions and be signed by the requesting Director.
## SOLID WASTE AUTHORITY
### PURCHASING SERVICES
#### EXECUTIVE DIRECTOR'S EXEMPTION DATA SHEET

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Requestor:</th>
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<tbody>
<tr>
<td>Date Submitted:</td>
<td>Requestor:</td>
</tr>
<tr>
<td>Requisition No.:</td>
<td>Dept:</td>
</tr>
<tr>
<td>Purchase Order No.:</td>
<td>Amount of Purchase: $</td>
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<tr>
<td>Change Order # 1:</td>
<td>Revised Total: $</td>
</tr>
<tr>
<td>Change Order # 2:</td>
<td>Revised Total: $</td>
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</tbody>
</table>

**Exemption to Purchasing Manual Rule No.:**

**Brief description of Rule:**

**Reason for granting exemption:**

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**Purchasing Services Recommendation:**

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**Requesting Director:**

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**Purchasing Approval:**

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<th>C.O. # 2</th>
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**Buyer:**

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<th>Date</th>
<th>C.O. # 1</th>
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**Purchasing Director:**

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<td>Date:</td>
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</table>

**Exemption Granted:**

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REV 3/12
EXECUTIVE DIRECTOR’S EXEMPTION

Purpose:

To exempt a transaction(s) from the standard processes of the Purchasing Manual if this transaction presents a set of such unusual circumstances as to preclude the successful application of the purchasing policies and procedures prescribed in the Manual and which transaction, in the Executive Director’s judgement, does not warrant Board involvement.

Procedure:

Requestor shall submit a filled out Executive Director's Exemption Data Sheet to Purchasing Services along with a completed Requisition form and any additional documentation. The Data Sheet must contain the reason for granting the exemptions. Purchasing Services will add its recommendation and submit it to the Executive Director for signature.
# SOLID WASTE AUTHORITY
## PURCHASING SERVICES
### EMERGENCY PURCHASE DATA SHEET

<table>
<thead>
<tr>
<th>Date Submitted:</th>
<th>Requestor:</th>
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<tbody>
<tr>
<td>Requisition No.:</td>
<td>Dept:</td>
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<tr>
<td>Purchase Order No.:</td>
<td>Amount of Purchase: $</td>
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<tr>
<td>Change Order # 1: $</td>
<td>Revised Total: $</td>
</tr>
<tr>
<td>Change Order # 2: $</td>
<td>Revised Total: $</td>
</tr>
</tbody>
</table>

**Equipment/Facility Requiring Emergency Action:**

**Consequences, if not handled as an emergency:**

**Names of companies contacted and their quotations:**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Person Contacted</th>
<th>Amount</th>
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<tbody>
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<td>2.</td>
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<tr>
<td>3.</td>
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</table>

**Reason(s) for not obtaining competitive quotes:**

**Requesting Director:**

**Purchasing Approval:**

<table>
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<tr>
<th>Purchasing Approval:</th>
<th>Date</th>
<th>C.O. # 1</th>
<th>C.O. # 2</th>
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<td>Procurement Manager:</td>
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<td>Date:</td>
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</table>
EMERGENCY PURCHASES

Purpose:
To provide an expeditious mechanism for the procurement of goods and services when additional damage to property or endangerment to persons would result from delay due to routine order processing.

Procedure:
Justification shall be the responsibility of the highest-ranking employee involved in the procurement action. Competitive requirements are waived.

Written documentation, including a Purchase Requisition, necessary backup information and the Emergency Purchase Data Sheet is forwarded as soon as possible to the Director. Note: All documentation must be marked, "EMERGENCY".

In the event that the supervisor, foreman or leadman is unable to contact his/her Director, Chief, or the Executive Director/Assistant, then that supervisor, foreman, or leadman may make the minimum purchases necessary to deal with the emergency.

After all necessary documentation, "walk" a Purchase Requisition "through the system" complete within one business day of the emergency.

Purchasing Services shall keep a log and separate file containing the Emergency Purchase Data Sheet and a photocopy of the Purchase request and resulting purchasing document.
**Purchasing Services CONTRACT REQUEST**

- **Vendor Feinissn**: __________
- **Vendor #:** __________
- **Date Required / Start Date**: __________
- **Expiration Date / Completion Date**: __________

**Generic Description**: __________

**Vendor Name**: __________

**Remarks**: (If sole source, emergency or executive exemption, explain via attachment):

**Phone**: __________

**Contact**

**Services/Scope of Work Required**: __________

---

**Estimated 1st Contract Year Expenditure** = $ __________

**Estimated 2nd Contract Year Expenditure** = $ __________

**Estimated 3rd Contract Year Expenditure** = $ __________

**Estimated Total Expenditure** = $ __________

**Suggested Additional Attachments**:
1. Suggested Vendors Name
2. Remarks concerning sole source, etc.
3. Scope of work; both hard copy and disk.
4. Payment schedule.

**Schedule of Payments**:
- [ ] Lump Sum: Payment to be made on lump sum basis on completion of project/deliverable and receipt of approved invoice.
- [ ] Not to Exceed: Payment to be made in accordance with schedule of payments, upon receipt of properly documented and approved invoice.

**Amount(s) to be Encumbered**

<table>
<thead>
<tr>
<th>Cost Center</th>
<th>Account</th>
<th>Project</th>
<th>Project Account</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

**Signature Authorization for Dollar Level and Account**

<table>
<thead>
<tr>
<th>Requestor Name</th>
<th>Ext/Phone</th>
<th>Date</th>
<th>Supervisor/Manager</th>
<th>Date</th>
<th>Engineering, Eqpt. Maint, IT, Risk</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director</td>
<td></td>
<td></td>
<td>Chief</td>
<td></td>
<td>Entered/Encumbered By</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Purchasing</td>
<td></td>
<td>Budget Approval</td>
<td></td>
</tr>
</tbody>
</table>

**Additional Approvals**

Rev. 8/07

White A/P  Yellow Purchasing  Pink Requestor
INSTRUCTIONS

ALL REQUIRED SIGNATURES AND APPROVALS MUST BE OBTAINED BEFORE THE CONTRACT REQUEST IS SENT TO PURCHASING.

CONTACT PROCUREMENT MANAGER IF ASSISTANCE IS REQUIRED.

CONTRACT REQUEST/ENCUMBRANCE:

1. Check "Contract", and/or "Encumbrance".
2. Provide "Start Date" and "Completion Date"
3. Indicate number of M/W/SBE vendors contacted or considered.
4. Provide "Suggested Vendor(s)"
5. Provide "Detailed Services/Scope of Work Required", attach additional sheets if needed.
6. Provide the estimated expenditures for up to three (3) contract years, if applicable. Contact Procurement Manager if a longer duration contract, construction contract or a master agreement. The "Estimated Total Expenditures" amount will be the published cap of the contract.
7. Fill in Account Code and amount to be encumbered. Encumbrances normally are done for an amount equal to or less than what is needed for the fiscal year. Each subsequent encumbrance will require an additional "Contract Request" form, signed by a Director or higher.
8. Fill in "Requestor", "Phone" and "Date".
9. Obtain the signatures required by the Purchasing Manual for the "Estimated Total Expenditure" (cap of contract) amount.
10. Attach any additional information, specifications, or approvals required (See bottom right block, "Additional Approvals" front of form).

CONTRACT AMENDMENT:

1. Check "Amendment", and fill in number of this amendment (1, 2, etc.).
   If change in dollars, check "Encumbrance" as well.
2. Provide "Vendor Name".
3. Provide "Contract/Agreement Number" and "Start Date".
4. Provide in the "Services/Scope of Work Required" Section:
   1. What is to be changed.
   2. Explanation for the change.
   3. Original dollar value, amount of change and the corrected dollar value.
5. Obtain all needed signatures.

DISTRIBUTION:

Retain the PINK requestor copy. Submit WHITE and YELLOW to Purchasing Services for processing.
### PURCHASE ORDER SAMPLE

**Vendor:** REXEL USA INC  
950 N CONGRESS AVE  
RIVIERA BEACH FL 33404

**Ship To:** FACILITY MAINTENANCE  
SOLID WASTE AUTHORITY  
6527 NORTH JOG ROAD  
WEST PALM BEACH FL 33412  
ATTN: JASON MILLETTE

**Order Date:** 10/29/18  
**Buyer:** ANGEL LOPEZ  
**Req. No.:** R190458  
**Expiry Date:**

<table>
<thead>
<tr>
<th>Item#</th>
<th>Quantity</th>
<th>UOM</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>6.00</td>
<td>EA</td>
<td>CREE KBL-A-UV-M-50K-8-UH-10V 480V HIGH BAY. PN: 12993641</td>
<td>609.1060</td>
<td>3,654.64</td>
</tr>
<tr>
<td>02</td>
<td>6.00</td>
<td>EA</td>
<td>CREE AP-L620P CXB HIGH BAY 20A 480V TWIST LOCK PLUG PN: 1001430</td>
<td>24.8000</td>
<td>148.80</td>
</tr>
</tbody>
</table>

**TOTAL:** 3,803.44

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**Vendor:**

IT IS EXPRESSLY UNDERSTOOD THAT BY ACCEPTING THIS ORDER, OR BY SHIPPING THE ORDERED GOODS, OR BY PERFORMING WORK IN ANY PART, YOU AGREE TO THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE FACE AND REVERSE HEREOF. ANY CHANGES OR ADDITIONAL TERMS ARE HEREBY REJECTED.

SOLID WASTE AUTHORITY SIGNATURE(S): NOT VALID FOR OVER $25,000.00 UNLESS COUNTERSIGNED.
GENERAL TERMS AND CONDITIONS

The following terms and conditions of this contract apply unless superseded by a separate agreement between the parties:

1. This Purchase Order represents a maximum requirement estimate. It may be revised or canceled based on Solid Waste Authority of Palm Beach County needs. Actual requirements may vary from zero to the amount shown. The SWA will only be liable up to the amount noted herein for goods/services actually received.

2. No changes may be made to this order without written authorization of the Solid Waste of Palm Beach County (SWA). The SWA may at any time, by written order, make changes in the goods/services ordered. If such changes cause an increase or decrease in the Seller's cost or in the time required for performance, an equitable adjustment shall be made and this order modified in writing. The SWA reserves the right to cancel or suspend all or any undelivered or unexecuted portion of this order.

3. This contract and all rights and obligations of the seller and the SWA will be governed by the provisions of the Uniform Commercial Code, Sales Chapter 672, Florida Statutes.

4. Quantities specified herein are not to be exceeded unless otherwise authorized in writing by the SWA.

5. The SWA reserved the right to cancel this order, or any part thereof, without obligation, if delivery is not made on the time(s) date(s) specified.

6. The seller's price will in no circumstance be higher than specified herein without the written authorization of the SWA. Separate invoices are required for each order unless otherwise specified.

7. In the absence of a separate written agreement between the parties, full payment will be made upon delivery and acceptance of goods/services, within 30 days of receipt of an acceptable invoice by SWA Accounts Payables.

8. In the event of a default or breach by the seller, the SWA may procure article and services from other sources and charge the seller any excess costs.

9. The items covered by this order will comply with all federal, state and local laws relative thereto, and the vendor will defend all actions or claims brought against SWA, and save harmless SWA from all losses, costs or damages, related to actual or alleged infringement of letters of patent or copyrights.

10. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

11. Pursuant F.S. 287.133, as amended: a person or a beneficiary who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

PURCHASES OF GOODS: TERMS AND CONDITIONS

1. Materials will be properly packaged and marked with the purchase order number.

2. Inspections of items will be made at the destination, unless otherwise specified, and before payment is due. The SWA reserves the right to reject any goods which are defective or not in conformance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by SWA. Rejected materials will be returned to the vendor at the vendor's risk and expense and the SWA shall have no further obligations with regard to goods rejected.

3. All prices must be F.O.B. the place of destination unless otherwise agreed. Where a specific purchase is negotiated F.O.B. the place of shipment, the vendor will prepay shipping charges and include them on the invoice. C.O.D. shipments will not be accepted and will be returned to the vendor at the vendor's risk and expense.

4. All materials, drawings or other items provided by the SWA to the seller are to remain the property of the SWA and will be returned to the SWA upon demand.

5. All containers, reels or pallets shipped with goods by the seller are to remain the property of the SWA unless otherwise agreed.

6. The seller agrees to defend the SWA against all claims arising from fatalities, injuries and/or property damage resulting from manufacturing or design deficiencies of delivered goods.

7. The seller will advise SWA if a product is a toxic substance and, in such case, will provide a safety data sheet (SDS) at the time of delivery.

8. Goods Purchased under these terms must be delivered and accepted by a SWA employee unless otherwise agreed.

PURCHASES OF SERVICES: TERMS AND CONDITIONS

1. Contractor is an independent contractor, and neither the Contractor, nor Contractor's employees, is consider to be employees of the SWA.

2. Contractor agrees to pay all proper charges for labor and material required to perform the work, and to defend, indemnify, hold and save harmless the SWA, its officers, agents and employees, against and from all damages whatsoever to which the SWA or any of its officers, agents or employees may be subject by reason of injury or damage to person or property or property of others resulting from contractor's performance of the work, or through the negligence of the Contractor, or through any improper or defective equipment used by Contractor, or through any act of omission on the part of the Contractor, its agents, employees or any other person or entity for whom the Contractor is responsible.

3. Acceptance of the final payment by the contractor shall be considered as a release in full of all claims against the SWA or any of its officers, agents, and employees arising out of or by reason of the work done herein.

4. Contractor shall secure and maintain such insurance as required by the SWA and applicable law to protect it from claims for bodily injury, death, or property damage which may arise from the performance of the services herein.

5. Contractor shall allow the SWA until the expiration of three (3) years after expenditure of funds under this purchase order, to have access to and the right to examine any books, documents, papers and records of Contractor involving transactions relating to this purchase order.

6. Contractor shall not sublet, assign or transfer any work herein without the written consent of the SWA.

7. The Contractor shall be compensated only for work performed in accordance with this purchase order up to the effective date of termination.

8. All documents, including drafted final reports, original drawings, estimates, programs, manuals, specifications, field notes and dates developed, secured or used by the Contractor in performance of the work herein are to remain the property of the SWA. Any use by Contractor of the data developed as part of the work herein after completion of the work, shall be submitted to the SWA for review and comments prior to its use.

9. Contractor shall comply with all requisite federal, state and local laws in the performance of work herein.
### Purchasing Services REQUISITION FORM

<table>
<thead>
<tr>
<th>TERMS</th>
<th>SHIP VIA</th>
<th>FOR</th>
<th>GENERAL DESCRIPTION</th>
<th>NUMBER GALLON</th>
<th>BUYER</th>
<th>SHIP CODE</th>
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**SUGGESTED VENDOR(S):**

**REMARKS (If sole source, emergency or executive exemption, explain via attachment):**

**PHONE ( )**

**CONTACT**

**BID OR QUOTE #:**

**ASSET #:**

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>SCOPE OF WORK</th>
<th>QTY</th>
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<th>UNIT PRICE</th>
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**(ESTIMATED DOLLAR VALUE MUST BE INCLUDED PRIOR TO SUBMITTING REQUEST.)**

**TOTAL:**

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>COST CENTER</th>
<th>ACCOUNT</th>
<th>PROJECT</th>
<th>AMOUNT</th>
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</table>

**SIGNATURE AUTHORIZATION FOR DOLLAR LEVEL AND ACCOUNT**

<table>
<thead>
<tr>
<th>Requestor</th>
<th>Ext./Phone</th>
<th>Date</th>
<th>Supervisor/Manager</th>
<th>Date</th>
<th>Engineering, Equip. Maint, IT, RISK</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director</td>
<td>Date</td>
<td>Chief</td>
<td>Date</td>
<td></td>
<td>REQ Entered By</td>
<td>Date</td>
</tr>
<tr>
<td>Executive Director/Assistant</td>
<td>Date</td>
<td>Purchasing</td>
<td>Date</td>
<td>Budget Approval</td>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

**Rev. 8/07**

**White A/P**

**Yellow Purchasing**

**Pink Requestor**
INSTRUCTIONS

REQUISITION:

1. Check “Purchase Requisition” box in top left corner.
2. Date Required Start Date: latest acceptable date.
3. Ship Via: Complete only for a special handling or pickup.
4. Generic Description: Example: Ford parts, computer hardware, water analysis, etc.
5. M/W/SBE’s Called: indicate number of M/W/SBE’s vendors contacted or considered.
7. List all vendors you have called or would like Purchasing to contact.
8. List any extraordinary information or refer to attachments.
9. List an item number for each item or service.
10. Provide a complete description including: manufacturer, part number, scope of work, etc.
11. List the quantity, unit of measure, unit price and extended price of each item.
12. Add up all the extended prices and list the total or estimated total for entire requisition.
13. Fill in account codes, total dollars per account and item number(s) for each account.
14. List requestor, phone number, date requested and have ALL the required signatures on the requisition before you turn it in.
15. Attach any additional information, specifications, or approval forms required.
   A. Engineering must sign bottom right corner for all facilities construction, repair or modification purchases.
   B. Equipment Maintenance must sign bottom right corner for the purchase of all equipment they will maintain.
   C. IT must sign bottom right corner for all computer related hardware, software and service.
   D. Risk Management must sign bottom right corner for all health, safety and security related purchases.

CHANGE ORDER:

1. Check “Change Order” box. Fill in the number of the Change Order.
2. Vendor name.
3. Purchase Order Number and date.
4. “What is to be changed”: price, destination, etc. (under Description/Scope of work).
5. “Remarks”: reason for change. (under Description/Scope of work).
6. “Original dollar value of PO”, “amount of change”, “revised PO total”. (under Description/Scope of work).
7. Signature authority.
8. Additional approvals per #15 above if specifications change.

DISTRIBUTION INSTRUCTIONS:
Retain the PINK requestor copy in originating department suspense file. After the PO is cut, match this copy with the GOLD requestor copy of the Purchase Order. Return BLUE receiving copy of Purchase Order to Purchasing signed and dated in the lower left corner as soon as all requirements of the Purchase Order are complete. (Send a photo copy noting partial receipts until the PO is complete.) Attach all packing slips, freight receipts, or invoices to receiving copies when you send them in.
SOLID WASTE AUTHORITY
OF PALM BEACH COUNTY
CONSULTANT SERVICES AUTHORIZATION

REQUESTOR/MONITOR
SOLID WASTE AUTHORITY

VENDOR

PROJECT COMPLETION | BOARD ITEM NO. | BOARD ITEM DATE | CONTRACT NO. | CONTRACT EXPIRATION

SCOPE OF WORK/DESCRIPTION
In accordance with our contract with Solid Waste Authority of Palm Beach County hereby requests and authorizes professional services to be performed on the project as described below:

PROJECT:

SPECIFIC WORK TO BE PERFORMED:

| ITEM # | FUND/UNIT | ACCOUNT | PROJECT | AUTHORIZED EXPENDITURE |

TOTAL AUTHORIZED EXPENDITURE: $

SIGNATURE AUTHORIZATION

| Consultant | Date | SWA Executive Director | Date |

SWA USE ONLY

| Requestor/Monitor | Date | Purchasing | Date |

| Director | Date | Budget | Date |

| Chief | Date | Accounting | Date |

Direct inquiries to Solid Waste Authority of PBC, 7501 N Jog Rd, West Palm Beach, FL 33412 Attn: Purchasing Services 561-640-4000 Fax: 561-640-3400

Distribution: SWA Contract File Purchasing Consultant User Department A/P

Rev. 09/2010
### Exhibit I

**SOLID WASTE AUTHORITY**

7501 NORTH JOG ROAD, WEST PALM BEACH, FL 33412

**PHONE:** 561-840-4000  **FAX:** 561-840-3400

**FIELD PURCHASE ORDER**

<table>
<thead>
<tr>
<th>NO. NUMBER</th>
<th>99-52926</th>
</tr>
</thead>
</table>

**DATE OF ORDER**

<table>
<thead>
<tr>
<th>VENDOR INSTRUCTIONS/INFO ON REVERSE SIDE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>DISTRIBUTION</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>VENDOR - WHITE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>FINANCE - YELLOW</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>MEMO - GREEN</th>
</tr>
</thead>
</table>

**TERMS**

<table>
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<tr>
<th>NET 30 DAYS</th>
</tr>
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</table>

**REPAIRED ASSET NO.**

**REPAIR WORK ORDER NUMBER**

<table>
<thead>
<tr>
<th>TOTAL</th>
</tr>
</thead>
</table>

**SWA AUTHORIZED USER**

**NOT VALID FOR OVER ONE THOUSAND DOLLARS - ($1,000)**

**GOODS/SERVICES RECEIVED BY**

---

### INSTRUCTIONS FOR SOLID WASTE AUTHORITY USE ONLY

1. All copies of this form must be legible. Use indelible pencil or ball point pen. VENDOR'S NAME AND ADDRESS MUST BE PRINTED.
2. Individually list items purchased. General descriptions such as "hardware" are not acceptable. Show discounts.
3. Enter proper accounting classification in spaces provided.
4. VENDOR COPY (White) - Give to Vendor.
   FINANCE COPY (Yellow) - Forward to Authority Financial Services.
   MEMORANDUM COPY (Green) - Retain in book unless otherwise instructed.
5. Authorized user certifies by indicating M/W/SBE availability and award below that they have reviewed all current M/W/SBE indexes and have contacted those M/W/SBE vendors qualified to provide subject goods or services.

<table>
<thead>
<tr>
<th>M/W/SBE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>AVA</th>
<th>AWD NO.</th>
<th>ISSUED TO</th>
<th>DATE</th>
<th>AMOUNT</th>
<th>AVA</th>
<th>AWD NO.</th>
<th>ISSUED TO</th>
<th>DATE</th>
<th>AMOUNT</th>
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</tbody>
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Exhibit I
SOLID WASTE AUTHORITY of PALM BEACH COUNTY
CHECK REQUEST

<table>
<thead>
<tr>
<th>DATE OF REQUEST:</th>
<th>DATE CHECK REQUIRED:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAYABLE TO:</td>
<td></td>
</tr>
<tr>
<td>TAX IDENTIFICATION NUMBER (TIN)</td>
<td></td>
</tr>
<tr>
<td>ADDRESS: Street or P.O. Box</td>
<td></td>
</tr>
<tr>
<td>City State Zip</td>
<td></td>
</tr>
<tr>
<td>PHONE #: (_______)</td>
<td></td>
</tr>
</tbody>
</table>

FOR FINANCE USE ONLY

BATCH #

VENDOR #

AMOUNT $

ACCT. VERIFIED:

The Check Request is to be used ONLY for: Petty Cash Custodian reimbursements, subscriptions, membership dues, fees/permits/licenses payable to government entities, licenses for proprietary software, publications direct from publishers or from exclusive distributors, approved travel expenses, training, conferences, educational expenses, processed media (video, etc.) from producers of said media, reimbursement of bid securities, contractual payments to haulers, mileage reimbursements, payroll related deductions, sales tax, finance or interest charges, trustee and bank charges, fines, sponsorships, refunds to Accounts/Receivable and Assessment customers and government entities, Motivation and Management Recognition purchases under Reinventing Government -- transaction maximum: $5,000 and only valid accounts: 403-1101-55405 and 403-xxxx-55407, payments to approved insurance broker(s) and carrier(s), legal settlements, legal expenses approved by legal counsel. (Section 2.3. Purchasing Manual, as amended.)

General Description: (25 Characters)

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ACCOUNT NUMBER</th>
<th>AMOUNT</th>
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TOTAL:

Requestor: Date: PLEASE CHECK ONE:

Director: Date: ( ) MAIL

Chief: Date: ( ) RETURN CHECK TO:

Exec. Director / Assist: Date: SPECIAL INSTRUCTIONS:

Rev. 08/07

CR 32001

DISTRIBUTION: White/Finance Yellow/Requestor
## CHECK REQUEST LOG

<table>
<thead>
<tr>
<th>Check Req. #</th>
<th>Date</th>
<th>Vendor</th>
<th>Total Amt.</th>
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<tbody>
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</table>
The Solid Waste Authority of Palm Beach County (Authority) and the Service Provider as named below hereby enter into an Agreement subject to the terms and conditions stated herein and/or attached hereto.

<table>
<thead>
<tr>
<th><strong>SERVICE PROVIDER</strong></th>
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<tbody>
<tr>
<td>Company Name:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Email:</td>
</tr>
<tr>
<td>Street Address:</td>
<td></td>
</tr>
<tr>
<td>City/State/Zip:</td>
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</tr>
<tr>
<td>Telephone No.:</td>
<td>Vendor No.:</td>
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<thead>
<tr>
<th><strong>AGREEMENT PERIOD</strong></th>
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<tbody>
<tr>
<td>Effective Date:</td>
<td>October 1, 20xx</td>
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<tr>
<td>Expiration Date:</td>
<td>September 30, 20xx</td>
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<tr>
<th><strong>CANCELLATION</strong></th>
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<tbody>
<tr>
<td>This Agreement shall remain in full force and effect for the entire term of the Agreement period as stated above, unless canceled by the Authority and/or Service Provider by giving the other written notice of such intention (required days notice specified at right)</td>
<td>Required No. of days written notice: 10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>TERMS AND CONDITIONS</strong></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>By Acceptance of this Agreement, Service Provider agrees to all terms and conditions stated on the reverse side of this Agreement and attached Exhibits.</td>
<td>No. of Exhibits:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>COMPLETE DESCRIPTION OF SERVICE</strong> (Include special provisions. Use additional sheets of same size, if required)</th>
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<tbody>
<tr>
<td>The Service Provider's Insurance Certificate is incorporated herein as Exhibit A.</td>
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<tr>
<th><strong>SCOPE OF WORK:</strong></th>
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<tr>
<th><strong>COST AND SCHEDULE OF PAYMENTS</strong></th>
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<tbody>
<tr>
<td>Payment to be made on a not-to-exceed basis in accordance with the Schedule of Payments (Exhibit B) upon receipt of properly documented and approved invoices.</td>
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<tr>
<td>Payment to be made on a lump sum basis upon completion of project.</td>
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<th><strong>SCHEDULE OF PAYMENTS</strong></th>
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<tbody>
<tr>
<td>LUMP SUM</td>
<td>NOT TO EXCEED</td>
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<tr>
<th><strong>ACCEPTANCE AND APPROVAL</strong></th>
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<tbody>
<tr>
<td>Service Provider (Owner or authorized official):</td>
<td>Date:</td>
</tr>
<tr>
<td>For the Authority: Director Purchasing Services / Designee:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

**DISTRIBUTION:** Original/SWA Original/Service Provider Copy/Purchasing Copy/Accounts Payable Copy/User Dept.

REvised: 2/2017
COMPENSATION: The SERVICE PROVIDER shall submit invoice(s) for services rendered. Invoices shall include a statement of progress made regarding the project, and a breakdown of hours spent on the project (unless contract is on a lump sum basis). Each individual invoice shall be due and payable thirty (30) days after receipt of correct, fully documented, invoice by the AUTHORITY. All invoices shall be delivered to the above address, to the attention of ACCOUNTS PAYABLE. The SERVICE PROVIDER will clearly state "Final Invoice" on the SERVICE PROVIDER's final bill to the AUTHORITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the AUTHORITY. Since this account will thereafter be closed, any and other further charges if not properly included on this final invoice are waived by the SERVICE PROVIDER.

REIMBURSABLES: Reimbursable expenses, if applicable, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. Reimbursables are defined as the actual, pre-approved expenses incurred in connection with the services. All requests for payment of reimbursable expenses shall include copies of paid receipts, invoices or other documentation acceptable to the AUTHORITY. Reimbursable expenses, including sub-consultants, shall be reimbursed at cost.

INSURANCE: The SERVICE PROVIDER is required to continue insurance coverage as shown on their Certificate of Insurance (Exhibit A), which is attached hereto and incorporated by reference as part of this Agreement for the term of this Agreement.

STANDARD OF CARE: The SERVICE PROVIDER shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances and shall, at no additional cost to the AUTHORITY, re-perform services which fail to satisfy the AUTHORITY. The SERVICE PROVIDER represents that all services shall be performed by skilled and competent personnel to the accepted professional standards in the field.

INDEMNIFICATION: Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the AUTHORITY and the SERVICE PROVIDER agree to allocate such liabilities as follows: The SERVICE PROVIDER shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the SERVICE PROVIDER and other persons employed or utilized by the SERVICE PROVIDER in the performance of the agreement. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

INDEPENDENT CONTRACTOR: The SERVICE PROVIDER undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods and means of performance. The AUTHORITY shall have no right to supervise the methods used, but the AUTHORITY shall have the right to observe such performance. The SERVICE PROVIDER shall work closely with the AUTHORITY in performing Services under this Agreement. The SERVICE PROVIDER shall not pledge the AUTHORITY’s credit or make it a guarantor of payment for any contract, debt, obligation, judgment, lien or any form of indebtedness. The SERVICE PROVIDER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement, and that it has and will continue to maintain all licenses and approvals required to conduct its business.

COMPLIANCE WITH LAWS: In performance of the Services, the SERVICE PROVIDER will comply with all applicable regulatory requirements.

FEDERAL AND STATE TAXES: The AUTHORITY is exempt from Federal Tax and State Sales and Use Taxes. The SERVICE PROVIDER shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the SERVICE PROVIDER be authorized to use the AUTHORITY's Tax Exemption Number in securing such materials.

AVAILABILITY OF FUNDS: The obligations of the AUTHORITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Solid Waste Authority of Palm Beach County.

GOVERNING LAW AND VENUE: This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida.

NON-DISCRIMINATION: The SERVICE PROVIDER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

WAIVER: A waiver by either party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party’s rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

SURETYSHIP: The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

SUBCONTRACTING: The AUTHORITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor under this Agreement. If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the SERVICE PROVIDER shall promptly do so, subject to acceptance of the new subcontractor by the AUTHORITY.

SUCCESSORS AND ASSIGNS: The AUTHORITY and the SERVICE PROVIDER each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. The SERVICE PROVIDER shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment.

TRUTH-IN-Negotiation CERTIFICATE: Execution of this Agreement by the SERVICE PROVIDER shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement. The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The AUTHORITY shall exercise its rights under this Certificate within one (1) year following payment.

OWNERSHIP OF DOCUMENTS: The SERVICE PROVIDER shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, songs and/or artwork specifically created or prepared to fulfill this contract, or other information that are the property of the AUTHORITY for its use and/or distribution as may be deemed appropriate by the AUTHORITY.

ACCESS AND AUDITS: The SERVICE PROVIDER shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The AUTHORITY shall have access to such books, records, and documents as required within this section for the purpose of inspection or audit during normal working business hours at the CONTRACTOR'S place of business.

NOTICE: Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid to the other party at their above specified address. Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e. printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

ENTIRETY OF AGREEMENT: The AUTHORITY and the SERVICE PROVIDER agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and the SERVICE PROVIDER pertaining to the Services, written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
<table>
<thead>
<tr>
<th>TASK TO BE PERFORMED</th>
<th>CURRENT</th>
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<tbody>
<tr>
<td></td>
<td>USER DEPT.</td>
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<tr>
<td>Submit Request for Contract</td>
<td>X</td>
</tr>
<tr>
<td>Assign Bid/RFP/Contract Number</td>
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<tr>
<td>Assign Project Short Name</td>
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</tr>
<tr>
<td>Prepare Bid/RFP/Contract Documents &amp; General Conditions</td>
<td>X</td>
</tr>
<tr>
<td>Prepare Scope of Work</td>
<td>X</td>
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<tr>
<td>Prepare Technical Specs &amp; Drawings</td>
<td>X</td>
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<tr>
<td>Ensure Risk, Legal, Accounting etc. review</td>
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<tr>
<td>Approve final bid package/contract prior to advertising</td>
<td>X</td>
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<td>Printing of Construction Bid Packages</td>
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<td>Advertise</td>
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<td>Issue Bid Packages to Bidders</td>
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<tr>
<td>Issue Addendum</td>
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<tr>
<td>Pre-Bid Conference</td>
<td>X</td>
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<tr>
<td>Receipt of Bids</td>
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</tr>
<tr>
<td>Bid Opening</td>
<td></td>
</tr>
<tr>
<td>Prepare Bid Tabulation</td>
<td>X</td>
</tr>
<tr>
<td>Verify Bid Bonds</td>
<td></td>
</tr>
<tr>
<td>Research Apparent Low Bidder Qualifications</td>
<td>X</td>
</tr>
<tr>
<td>Recommend Award to Board, when applicable</td>
<td>X</td>
</tr>
<tr>
<td>Concur with Award</td>
<td></td>
</tr>
<tr>
<td>Pre-Award Meeting (if needed)</td>
<td>X</td>
</tr>
<tr>
<td>Prepare &amp; Issue Notice of Award/Contract</td>
<td></td>
</tr>
<tr>
<td>Receive Insurance Documentation</td>
<td></td>
</tr>
<tr>
<td>Ensure Contract Execution</td>
<td></td>
</tr>
<tr>
<td>Verify Public Construction Bond</td>
<td></td>
</tr>
<tr>
<td>Ensure Budget Availability</td>
<td>X</td>
</tr>
<tr>
<td>Provide One Original Executed Contract to Clerk of the Authority</td>
<td></td>
</tr>
<tr>
<td>Transmit Second Original Executed Contract to Contractor</td>
<td></td>
</tr>
<tr>
<td>Prepare &amp; Distribute Conformed Copies</td>
<td>X</td>
</tr>
<tr>
<td>Encumber funds</td>
<td></td>
</tr>
<tr>
<td>Contract added to Contract Register(s)</td>
<td></td>
</tr>
<tr>
<td>Return Bid Bond &amp; Bid Security Checks</td>
<td></td>
</tr>
<tr>
<td>Pre-Construction Meeting</td>
<td>X</td>
</tr>
</tbody>
</table>
## CONSTRUCTION PROJECT
### PROCUREMENT PHASE
#### Task and Responsibilities

<table>
<thead>
<tr>
<th>TASK TO BE PERFORMED</th>
<th>CURRENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Notice to Proceed (copy to Purchasing)</td>
<td></td>
</tr>
<tr>
<td>Review and approve monthly invoices</td>
<td>X</td>
</tr>
<tr>
<td>Notify Contractor of exceptions taken to invoice</td>
<td></td>
</tr>
<tr>
<td>Request, review &amp; comment on Change Orders</td>
<td>X</td>
</tr>
<tr>
<td>Prepare Change Orders</td>
<td></td>
</tr>
<tr>
<td>Recommend approval of Change Orders/amendments to Exec.</td>
<td>X</td>
</tr>
<tr>
<td>Ensure execution of Change Orders/amendments</td>
<td>X</td>
</tr>
<tr>
<td>Distribute Change Orders/amendments (copy to Purchasing)</td>
<td>X</td>
</tr>
<tr>
<td>Add Change Order/amendments to Contracts Register(s)</td>
<td>X</td>
</tr>
<tr>
<td>Notify Surety of large Change Orders</td>
<td></td>
</tr>
<tr>
<td>Receive and follow-up on all Notices to Owner</td>
<td>X</td>
</tr>
<tr>
<td>Project Management and Supervision of Contractor</td>
<td></td>
</tr>
<tr>
<td>Engineering Services During Construction</td>
<td>X</td>
</tr>
<tr>
<td>Inspecting Services During Construction</td>
<td></td>
</tr>
<tr>
<td>Notify contractor of closeout requirements</td>
<td>X</td>
</tr>
<tr>
<td>Initiate closeout procedures</td>
<td></td>
</tr>
<tr>
<td>Coordinate closeout documentation</td>
<td>X</td>
</tr>
<tr>
<td>Set Substantial Completion Date</td>
<td>X</td>
</tr>
<tr>
<td>Ensure punchlist completion</td>
<td>X</td>
</tr>
<tr>
<td>Set Final Completion Date</td>
<td>X</td>
</tr>
<tr>
<td>Prepare closeout package</td>
<td>X</td>
</tr>
<tr>
<td>Review closeout package</td>
<td>X</td>
</tr>
<tr>
<td>Issue Notice of Contract Completion to Purchasing &amp; Finance</td>
<td></td>
</tr>
<tr>
<td>Tickler for critical dates – expiration of contracts</td>
<td>X</td>
</tr>
<tr>
<td>Warranty and Guarantee period tickler</td>
<td>X</td>
</tr>
<tr>
<td>Ensure Warranty and Guarantee claims made</td>
<td>X</td>
</tr>
</tbody>
</table>
VENDOR COMPLAINT FORM

Date: ____________________

TO: ______________________

FROM: ____________________

REQUESTING DEPT
ADDRESS
BY/CONTACT
TELEPHONE
PO NUMBER
PO DATE

NOTE TO VENDOR
1. Please RESPOND to this complaint within five (5) days after receipt.
2. This document becomes a part of your vendor file and may be used as a basis for your firm’s removal as an approved vendor if complaint(s) are not resolved to the Authority’s satisfaction.

Description of Complaint(s):

<table>
<thead>
<tr>
<th>DELIVERY</th>
<th>QUALITY</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>__ Delivery not made as promised.</td>
<td>__ Quality of item is inferior</td>
<td>__ Invoice price higher than authorized</td>
</tr>
<tr>
<td>__ Delivery made at unsatisfactory hour</td>
<td>__ Unauthorized substitute delivered by vendor</td>
<td>__ Quantity delivered in excess of order</td>
</tr>
<tr>
<td>__ Delivery made to wrong destination</td>
<td>__ Unsatisfactory workmanship in installation</td>
<td>__ Quantity delivered less than ordered</td>
</tr>
<tr>
<td>__ Improper method of delivery</td>
<td>__ Unsatisfactory services</td>
<td>__ Other</td>
</tr>
<tr>
<td>__ Unauthorized delivery made before issuance of Purchase Order</td>
<td></td>
<td></td>
</tr>
<tr>
<td>__ Item(s) received damaged.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Requesting Dept. Comments: (This form is to be used only after informal attempts at resolution have failed. Be accurate, complete and factual; indicate dates of contact(s) with vendor to resolve this issue informally and contact name; indicate manner in which you suggest complaint be settled.)

DO NOT MAIL TO VENDOR FORWARD DIRECTLY TO PURCHASING
Vendor Response

Date: ____________________

TO:

Solid Waste Authority
Attn: Purchasing
7501 North Jog Road
West Palm Beach FL 33412

Vendor comments:

Suggested Resolution:

Vendor contact:  

Telephone:

Purchasing Dept. Comments and Action
RESERVED
MEMORANDUM

TO: Commissioner Jeff Koons, Chair
and Solid Waste Authority Board Members

SUBJECT: Revision of SWA Purchasing Manual
Competition Limits for Facility Maintenance and Repairs

RECOMMENDATION: Approve changes to Exhibit “P” of the SWA
Purchasing Manual

BACKGROUND:

As some of the SWA facilities have aged, the need for repairs to those facilities have increased. Many types of repair and maintenance activities requiring the services of outside vendors or contractors are covered under existing, competitively awarded contracts. However, not all repairs can be addressed by these types of blanket contracts. Often, repairs are needed on a time-critical basis, to assure uninterrupted operations and avoid further damage.

The existing dollar limits in the SWA purchasing manual, requiring that three quotations be received for all jobs over $5000 has become an impediment to timely repairs of some SWA facilities. In some cases, three vendors may not be available to quote a specific piece of work. In other cases, vendors have not responded to verbal solicitations to quote repair jobs. In these cases, repairs cannot proceed in a manner consistent with the purchasing procedures.

Staff is requesting a change in the limits for verbal quotations, specific to facility maintenance activities. For facilities maintenance and repairs, for amounts between $5,000 and $50,000, SWA staff will solicit multiple vendors to verbally quote for a given job. However, if vendors do not respond on a timely basis, or no response is received, staff may select the lowest quotation from those received, even if only one vendor responds. The verbal quote will be used as the basis for a written agreement for the work to be done.
In these circumstances, a written summary of the process used to solicit the quotes will be prepared, and the procurement will have to be signed by both the Facilities Maintenance Manager and the Director of Plant Operations and Facilities Maintenance.

These changes will allow unscheduled and urgent repairs to SWA facilities to proceed on a timelier basis, reduce the administrative effort required to procure repairs services, and provide a documentary record of the procurements to assure fair and competitive quotations are being solicited.

**BUDGET IMPACT:** None

**ATTACHMENTS:** New Exhibit F of SWA Purchasing Manual.

**REVIEWS:**

Director: _______________________________ Date: _______________________________

Chief Officer: _______________________________ Date: 10/3/08

Finance: _______________________________ Date: _______________________________

(as required)

Assistant to Executive Director: _______________________________ Date: 10/7/08

Legal Counsel: _______________________________ Date: 10/6/08

(as required)

Executive Director: _______________________________ Date: 10/7/08
FACILITY MAINTENANCE PURCHASING PROCEDURES FOR REPAIR AND MAINTENANCE OF SWA FACILITIES

SECTION 1 - General
A. The Facilities Maintenance Department (FM) is responsible for routine, scheduled repairs and maintenance, and unscheduled repairs to Authority facilities, including, but not limited to the following items: Buildings, Roofs, Concrete including tipping floor repairs, Electrical Systems, Fire Sprinkler Systems, Air Conditioning Systems, Plumbing, Painting, Lighting Systems, Lighting Protection Systems, Fencing, Roll-up Doors, Gate Arms, Ice Machines, Pest and Termite Control (Administration Building), Hurricane Protection, Scales, Welding Services, Asphalt Repairs including Parking Lot Sealing and Striping. (Note that Facility Supervisors shall be responsible for maintaining their assigned facility drains, odor control and misting systems, pest control, oil/water separators, stormwater systems and housekeeping.)

Providing these services in a timely and efficient manner requires a multidiscipline staff and an extensive array of contract services. FM procures the majority of these contract services through various public bid solicitations in accordance with the applicable approved procurement procedures detailed in this manual. The specific contract services provided are as follows:

1. Painting services
2. Garage door maintenance and repairs
3. Welding repairs
4. Fire sprinkler system maintenance, repairs and annual inspection
5. Scale maintenance and repairs
6. AC replacement and repairs
7. Electrical maintenance and repairs
8. Air handling unit maintenance, repairs, inspections and extended warranty
9. Chiller inspection and maintenance
10. Pest control services
11. Fence repair and replacement
12. Elevator maintenance, repair and inspections
13. Tipping Floor Repair
14. Building structure including roof, siding, window, doors, exterior attachments.

SECTION 2 – Routine and Scheduled Repairs and Maintenance
A. Routine and scheduled repairs and maintenance for Authority facilities shall be planned and budgeted by the Facilities Maintenance Department, and included in the Facilities Maintenance budget. Facilities Maintenance staff and Facility Supervisors shall coordinate the planning, and execution of all repairs and maintenance work.

B. Routine and scheduled repairs and maintenance work shall be completed by the FM Staff and/or a Contract Service Provider listed in Section 1.A. if no service
contract exists for routine and scheduled repairs and maintenance procurement for the required services shall be accomplished per Section 3 Paragraph B below.

SECTION 3 – Unscheduled Repairs and Maintenance

A. Given the number and different types of facilities maintained and the varied types of operations performed accidents and equipment failures occur and cannot be predicted. For all unscheduled repairs or maintenance items, the site supervisor or designee shall call or e-mail a work order request to the Facilities Administrative Assistant in order for a work order to be generated that will be used to track costs and assure completion of the request. Facility Supervisors shall report all damage requiring unscheduled repairs, caused by accidents or incidents, or other circumstances to Risk Management and Facilities Maintenance through incident reports. For damage caused by anyone other than an Authority employee Facilities Maintenance shall coordinate the repairs and report the costs of the repairs to Risk Management for them to follow up to assure reimbursement from the party causing the damage.

B. Unscheduled Repairs and Maintenance work shall be completed by the FM Staff and/or a Contract Service Provider listed in Section 1.A. above. If the scope of work is such that it cannot be completed by a service provider currently under contract FM shall solicit the required services through a competitive procurement coordinated through the Purchasing Department in accordance with this manual, however, subject to the following exceptions and approval requirements.

   a. For estimate values from $5,000 to $50,000.00, verbal quotes shall be solicited. If three quotes are not provided on a timely basis, the job may be awarded to the lowest quote provided. A memorandum outlining the efforts to solicit quotes and the outcome will be prepared for all jobs for which three verbal quotes are not received, and shall be approved by the Facility Maintenance Manager and the Director of Plant Operations and Facility Maintenance.

   b. For estimate values from $50,000.01 up to $100,000.00 three (3) written quotes are required, and shall be approved by Chief Officer and/or the Executive Director.

   c. All projects requests with an estimated value that exceeds $100,000.00 shall be by publicly advertised and competitively awarded per the applicable requirements of this manual.
A Small/Minority/Women Business Enterprise (“S/M/WBE”), as defined within the Purchasing Manual of the Solid Waste Authority, shall have the following size limitations:

a. The Governing Board of the Solid Waste Authority of Palm Beach County has adopted an Economic Inclusion Policy authorizing the Equal Business Opportunity Coordinator, with the approval of the Executive Director, to adopt size standards for S/M/WBEs as a part of the Equal Business Opportunity Program that are designed to further the Board’s stated and approved Policy and Objectives.

b. In accordance with the Economic Inclusion Policy and to maximize availability, opportunities, and participation for S/M/WBE’s, the Authority has adopted the size standards of the U.S. Small Business Administration for S/M/MBEs. The Table of Small Business Size Standards can be viewed at: [https://www.sba.gov/sites/default/files/files/Size_Standards_Table.pdf](https://www.sba.gov/sites/default/files/files/Size_Standards_Table.pdf).

c. The S/M/WBE must not have employed more than the corresponding number of full-time employees as reflected in the size standard table at any one time during the last three years; and

d. The S/M/WBE firm must have annual gross revenues as averaged over its most recent past three fiscal years not greater than the dollar amount reflected in the size standard table for the industry segment in which the firm has been certified.

e. If a business has not existed for three years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business not to exceed the three years.

f. Once the number of full-time employees or the gross annual receipts of a certified SBE firm exceeds the three-year average employment or gross revenue limits, it shall be permanently graduated and shall no longer be eligible to participate or benefit as an SBE firm in SBE Program APIs.

g. Once the number of full-time employees or the gross annual receipts of a certified M/WBE firm exceed the three-year average employment or gross revenue limits, it shall be provisionally graduated and shall no longer be eligible to participate or benefit as an M/WBE firm in M/WBE Program APIs; provided however, that if the graduated M/WBE firm’s three-year average gross revenues subsequently fall below the gross revenue limits established below, that M/WBE firm shall be eligible to reapply for certification as an M/WBE.