

ST. LUCIE COUNTY FIRE DISTRICT

PURCHASING MANUAL

REVISED: October 2019



FIRE BOARD OF COMMISSIONERS

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SECTION 1 - INTRODUCTION

1.1 Purpose

The Purpose of this Purchasing Manual is to serve as a source of instruction to all District employees regarding the Purchasing Policies and Procedures of the St. Lucie County Fire District. The adoption of this Purchasing Manual and the approval of any subsequent revisions by the Fire Board shall authorize the Policies and Procedures contained herein for official use in District business.

1.2 Scope

The Scope of this Manual includes all Divisions under the jurisdiction of the Fire District, as well as all purchasing transactions that are paid for directly from District funds under the control of the Fire Board.

- a) This Manual preempts all previously existing purchasing manuals, policies, and procedures.
- b) The Scope of this Manual shall not include payroll transactions relative to the St. Lucie County Fire District.

1.3 Distribution

This Manual will be distributed to all District Divisions and to all District employees involved in the purchasing process. The Logistics Division shall be responsible for distributing copies of this manual to all appropriate parties.

1.4 Implementation

A Deputy/Division Chief shall be responsible, through the Logistics Division, headed by the Logistics Supervisor, for implementing and enforcing the policies and procedures set forth in this Manual.

- a) Each Division Head/Station Captain shall be responsible for implementing and enforcing these Policies and Procedures within their respective jurisdictions.
- b) A Deputy/Division Chief, and the Logistics Supervisor, shall exercise functional authority over the District Purchasing Process for the purpose of implementing and enforcing these Policies and Procedures on a District-wide basis, as well as in the Logistics Division for its role in the process.
- c) A violation of any of the Policies and Procedures in this Manual may be grounds for disciplinary action. In addition, a violation may result in the District's refusal to pay for any improperly ordered goods or service.
- d) The Fire Board shall have the authority to waive or over-ride the Policies and Procedures in this Manual and to direct a different handling of each such case.

1.5 Revisions

This Manual is to serve as an up-dated guide to District Purchasing Policies and Procedures. As necessary changes are made in policies and procedures, appropriate revisions will be made. The Logistics Division shall be responsible for accurately maintaining this Manual and for distributing revisions to all appropriate parties.

SECTION 1 continued...

1.6 Recommendations

- a) District employees are encouraged to make recommendations on sections of the Manual that, due to changing conditions, may need revision. Also, they are encouraged to make recommendations on new subjects not currently included in the Manual.
- b) Any such recommendation should be submitted through appropriate channels to the Logistics Supervisor for review and consideration.
- c) All revisions to this Manual must receive final approval and adoption by the Fire Board.

SECTION 2 - OVERVIEW

2.1 Value of Centralized Purchasing

The strength of the Central Purchasing System is its ability to serve the Divisions without requiring them to maintain their own internal purchasing process. The value of Centralized Purchasing has long been recognized in both government and private business:

- a) Centralized Purchasing promotes economy and efficiency by facilitating accounting and finance control and by enabling quantity purchasing and the standardization of frequently used items.
- b) Centralized Purchasing facilitates public advertising and competitive bidding by channeling the purchasing process through the Logistics Division.

2.2 Role of the Logistics Division

The role of the Logistics Division in the purchasing process is to serve the Division/Stations, in accordance with the Policies and Procedures established herein.

- a) The Logistics Division is responsible for verifying that the Divisions have adhered to District Purchasing Policies and Procedures in locating and ordering goods and services; and more particularly, as follows:
 - 1) That conforms to the specifications provided by the end user;
 - 2) At the lowest reasonable cost;
 - 3) That are available within the time requested by the Division, or as soon thereafter as possible; and,
 - 4) That conforms to the procedures of a professional and ethical purchasing process.
- b) The Logistics Division is also responsible for insuring proper authorization and recording of all purchase transactions by its personnel.

2.3 Role of Operating Agencies

The role of a Division in the purchasing process is to utilize the services of the Logistics Division.

- a) A Division is responsible for:
 - 1) Identifying, as soon as possible and sufficiently in advance, their needs for goods and services in its District operations and activities.
 - 2) Notifying the Logistics Division of all purchasing needs and utilizing the proper forms and procedures as described in this Manual.
 - 3) Providing clear and precise specifications for each item or service being ordered.
 - 4) Determining that sufficient funds are available in authorized budgets to pay for each item or service that are ordered.
 - 5) Inspecting all items or services as delivered, and notifying the Logistics Division of receipt in order to authorize payment to the vendor.
- b) Divisions shall adhere to proper procedures for all purchase transactions initiated by its personnel.

SECTION 2 continued...

2.4 Role of the Accounting Division

The role of the Accounting Division, under the auspices of the Clerk-Treasurer, is to serve as the Accountant to the Fire Board. In the purchasing process, the Accounting Division is responsible for:

- a) Pre-auditing all payment requisitions, prior to disbursement, to determine accuracy, legality, and propriety, and to determine that appropriate policies and procedures have been followed.
- b) Rejecting any payment requisition for a purchase transaction in which the policies and procedures outlined in this Manual has not been followed.
- c) Disbursing funds for purchase transactions that are legal and proper, and in compliance with all appropriate Policies and Procedures.
- d) Recording all disbursements in the District's Accounting Records.

2.5 General Purchasing Policies

The adoption of this Purchasing Manual formalizes the general Purchasing Policies and Procedures of the St. Lucie County Fire District, as follows:

- a) All purchases shall be made by the Logistics Division, except as otherwise provided.
- b) No member of the Logistics Division staff, no other District employee, and no family member of a District employee shall receive any benefit or profit from any contract or purchase made by the District.
- c) Accepting gratuities or anything of value, including, but not limited to, a gift, loan, reward, promise of future employment, favor, service, or any type of discounts or reduced price for goods or services other than advertising novelties from a vendor or supplier is prohibited at all times. Employees must not become obligated to any supplier and shall not participate in any District transaction from which they or their family member may benefit directly or indirectly.
- d) The Logistics Division strives to maintain a strong and enduring relationship with vendors of proven ability. To accomplish this, purchasing activities will be conducted so that vendors will value District business and make an effort to meet District requirements on the basis of quality, service, and price.
- e) The District will buy only from suppliers who have adequate financial strength, high ethical standards, and a record of adhering to specifications, maintaining shipping promises, and giving a full measure of service. New sources of supply shall be given due consideration as multiple sources of supply are necessary to ensure availability of materials.
- f) All bidders must be afforded equal opportunities to furnish price quotations and the opportunity to compete on equal terms.
- g) A Deputy/Division Chief or designee and the Logistics Supervisor shall act on behalf of the District on all matters pertaining to Purchasing.
- h) The Logistics Supervisor shall not knowingly issue a Purchase Order when there is evidence of a conflict of interest. In instances where a conflict may exist, the Logistics Supervisor shall refer the matter to the Fire District Attorney.

SECTION 3 - WAREHOUSE ORDERS

3.1 Logistics Division Warehouse

The Logistics Division Warehouse stores and distributes commonly used items for repeated or continuing use by all District Divisions. New items may be added to the Warehouse Inventory as necessary, depending upon need and turnover rate.

3.2 Authorization for Warehouse Use

All Station Officers, Paramedics, and Engineers are authorized to order items from the Warehouse. Uniforms are to be ordered by Captains only and Bunker gear by Battalion Chiefs. Station rosters shall serve as the list of authorized individuals on any given day for ordering purposes.

- a) For internal billing purposes, the Division must prepare and submit a Requisition on the computer to the Logistics Division to acquire items from the Warehouse.
- b) Section 5 of this Manual will apply to the preparation and submission of such an Electronic Requisition.

3.3 Ordering Warehouse Items

Any authorized District Employee may order a needed item from the Logistics Division Warehouse. Such orders shall be handled by generating an Electronic Requisition.

- a) The Warehouse will deliver items to Divisions as time permits. Otherwise, Divisions will have to pick-up items from the Warehouse. A set delivery schedule will be established by the Logistics Division to best serve each of the Divisions.
- b) Any employee receiving Uniforms or Bunker gear from the Warehouse will sign for each withdrawal, at that time, on a District Issue Ticket. The Warehouse will maintain an electronic record for each delivery to a Division/Station.

SECTION 4 - OUTSIDE PURCHASES

4.1 Competitive Bidding Policy

Normally, major purchases of materials, supplies, equipment, and contracted services (excluding professional services) from outside vendors by the District will be acquired through Competitive Quotations or Bidding through the Logistics Division, or pursuant to State Contract as provided by Chapter 287, Florida Statutes. The only exceptions permitted are those authorized in other sections of this Manual or authorized by the Fire Board. The acquisition of professional services is expressly exempted from this Policy.

4.2 Obtaining Price Estimates

To obtain price estimates and/or product information, a Division should contact the Logistics Division for assistance. As often as feasible, local vendors should be utilized.

- a) For a price estimate, the Division should prepare an E-mail requesting an estimate, and submit it to the Logistics Division.
- b) In response to such a request, the Logistics Division will contact various vendors and obtain price estimates and/or product information in accordance with the following thresholds:

\$2,500.00 or Less	Exempt from this policy, contacting as many vendors as reasonable is encouraged for competition.
\$2,500.01 - \$5,000.00	An informal quote is necessary.
\$5,000.01 - \$50,000.00	Three formal quotes are necessary.
\$50,000.01 and Greater	Formal sealed bids are necessary.

4.3 Outside Purchases \$50,000 or Less

Items or services \$5,000 or less normally will be acquired through informal quotations as provided in Section 6.1 of this manual. Items or services over \$5,000 and up to and including \$50,000 normally will be acquired through formal quotations as provided in Section 6.2 of this manual. However, purchases of \$2,500 or less, and those falling within the definition of Section 4.6 of this Manual, are exempt from this Policy.

- a) Purchases for the following items are exempt from the purchase order process and shall be paid via the Check Request Form and/or Credit Card:
 - 1) Subscriptions & Membership Dues, as well as Books.
 - 2) Registration Fees and Lodging Fees to include Airfare once approved.
 - 3) Postage and Utilities, to include telephones, and cellular phones.
 - 4) Tuition Reimbursement.
 - 5) Professional Contract Services such as Medical Director, Fire District Attorney, etc.
 - 6) Collection Agency Fees.
- b) To acquire items or services \$50,000 or less, a Division will enter a Requisition on the computer system. Section 5 of this Manual governs the preparation and submission of the Requisition on the computer system.

- c) After receipt and review, the Logistics Division will select a vendor for the requested item or service through Informal Quotations as provided in 6.1 or Formal Quotations as provided in Section 6.2 of this Manual. Other Purchasing Procedures, such as Formal Quotations or Formal Sealed Bids, may be used to select a vendor if the appropriate Deputy/Division Chief or Logistics Supervisor deems such procedures appropriate for a particular purchase or group of related purchases.
- d) If there is a Sole Source for an item \$50,000 or less, the requirement for Formal/Informal Quotations may be waived with the approval of a Deputy/Division Chief or Logistics Supervisor. However, written documentation by the requesting Division Head/Station Captain shall be required and filed with the Purchase Order.
- e) After selecting a vendor for the purchase, the Logistics Division will complete the purchase award process.

4.4 Outside Purchases of Items \$50,000.01 or Greater

Items \$50,000.01 or greater shall be acquired through Formal Sealed Bids approved by the Fire Board, or under a State Contract or General Services Administration Contract, pursuant to Chapter 287, Florida Statutes.

- a) To acquire items or contracted services \$50,000.01 or greater, a Division Head/Station Captain shall prepare a memorandum requesting the purchase and submit it to the Logistics Division along with any necessary specifications. The memorandum must be signed by the appropriate Deputy/Division Chief and Clerk Treasurer.
- b) After receipt and review for completeness, the Logistics Division will prepare a request for Formal Sealed Bids and follow the Procedures set forth in Section 6.3 of this Manual.
- c) After a vendor has been selected by the Fire Board, pursuant to Section 6.3 of this Manual, the Requesting Division/Station will enter a Requisition on the computer system for the purchase.
- d) After receipt and review of the form, the Logistics Division will complete the purchase award process.
- e) Professional Services \$50,000.01 or greater may require a Request for Proposals (RFP) or sealed bid as set forth in Sections 7.2 and 8.3 of this Manual. Purchases for such services \$50,000 or less shall follow the formal quote process.

4.5 Bid Waiver

Certain purchases \$50,000.01 or greater shall be acquired through quotations if there is a waiver of the requirement for formal sealed bids by the Fire Board.

- a) The waiver of formal sealed bids may be requested:
 - 1) If an emergency exists which would result in a direct loss to the District, or imminent damage to public safety or health by requiring competitive bids due to the time loss inherent in the bidding procedures.
 - 2) If there is only a single source for a purchase.
 - 3) If used items are available and would result in a substantial savings over purchase of new items.

SECTION 4.5 continued...

- 4) If the request is for a service contract for the maintenance, repair or servicing of existing facilities or equipment owned or leased by the District.
 - 5) If quotations indicate that the item may be purchased for a price which is less than the price if purchased through State Contract.
 - 6) If the product is available from the State Division of Corrections Non-Profit Corporation for Correctional Work Programs.
 - 7) If a competitive bid is found for the product requested that mirrors the procurement procedures outlined in this Manual, and piggy-backing off that bid would save time and achieve cost savings for the District.
- b) For bid waivers on items \$50,000.01 or greater, a Division/Station shall prepare and submit to the Logistics Division a memorandum requesting the waiver, stating the reason for such Waiver and detailing the facts, circumstances and conditions for the Waiver. The memorandum must be signed by the appropriate Deputy/Division Chief and Clerk-Treasurer.
 - c) After receipt and review, the Logistics Division will recommend to the Fire Chief to either approve or to disapprove the request for a bid waiver.
 - 1) If approval is recommended by the Fire Chief, the request will be submitted to the Fire Board for its action.
 - 2) Any dispute between the Logistics Division and the requesting Division shall be resolved by the Fire Chief, or designee.
 - d) Any recommended bid waiver request shall be submitted to the Fire Board for its consideration.
 - e) If the bid waiver request is approved by a majority of the Fire Board, the Logistics Division may proceed to acquire the requested items or services. If rejected, the item shall be advertised for sealed bids.
 - f) The Clerk-Treasurer may approve a bid waiver which otherwise meets the criteria of this subsection if:
 - 1) The Fire Chief certifies in writing that waiting until the next regular meeting of the Fire Board for formal approval would unnecessarily put property or life at risk; and
 - 2) The waiver is submitted to the next meeting of the Fire Board for “after the fact” approval.

4.6 Exempt Purchases \$50,000.01 or Greater

- a) Certain purchases, even if \$50,000.01 or greater, shall be exempted from the requirement for Formal Sealed Bids approved by the Fire Board, under the following conditions:
 - 1) Intra-governmental Purchases from other government agencies.
 - 2) The purchase of petroleum products and utility services, including, but not limited to, water and sewer, electric, telephone, etc.
 - 3) The purchase of items under State and Government Services Administration Contracts.
 - 4) The acquisition of Professional Services.

SECTION 4.6 continued...

- b) For Exempt Purchases described above, except for items 1 and 2, a Division will prepare a Requisition on the computer system and submit it to the Logistics Division. Section 5 of this Manual governs the preparation and submission of the Requisition on the computer system.
- c) After receipt and review, the Logistics Division will complete the purchase requested for the selected vendor.

4.7 Purchase Award Procedure

- a) After a vendor has been selected for a purchase, the Logistics Division will complete the award process.
- b) The Logistics Division will notify the selected vendor of the award of the purchase.
- c) When a Contract is required or desired for the purchase, the contract procedure outlined in Section 7 of this Manual will be followed.
- d) When a Contract is not required, the Logistics Division will rely on the Purchase Order as a general contracting mechanism.
- e) The Logistics Division will conclude the details of the purchase with the vendor and issue instructions pertaining to it.
- f) The Logistics Division will prepare a Purchase Order for the purchase as provided in Section 11 of this Manual.

4.8 Local Preference

Except where otherwise provided by federal or state law or other funding source restrictions or as otherwise set forth in the purchasing policy, St. Lucie County Fire District shall give preference to local businesses in the following manner:

- a) "Local Business" defined: For purposes of this section, "local business" shall mean a business which meets all of the following criteria:
 - 1) Has had a fixed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee County for at least one year immediately prior to the issuance of the request for competitive bids or request for proposals by the county. The fixed office or distribution point must be staffed. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address; and
 - 2) Holds any business license required by St. Lucie County; and is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- b) Certification. Any vendor claiming to be a local business as defined above, shall so certify in writing to the Logistics Division. The certification shall provide all necessary information to meet the requirements of the definition of local business above. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."
- c) "Non-local business" means a bidder which is not a local business.

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- d) Waiver of the application of local preference. The application of Local Preference to a purchase or contract for which the Board is the awarding authority may be waived upon approval of the Board.
- e) Comparison of qualifications. The preferences established herein in no way prohibit the right of the Board to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids. Further, the preferences established herein in no way prohibit the right of the Board from giving any further preference permitted by law instead of the preferences granted herein.
- f) Limitations.
 - 1) The provisions of this policy shall apply only to procurements which are above the formal bid threshold as set forth in the St. Lucie County Fire District Purchasing Policies Manual.
 - 2) The provisions of this policy shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
 - 3) The provisions of this policy shall not apply to any purchase exempted from the provisions of the St. Lucie County Fire District Purchasing Policies Manual.
 - 4) The provisions of this policy shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes.
 - 5) The provisions of this policy shall not be applied to any procurement where the local nature of a business has been addressed through the scoring criteria.

SECTION 5 - REQUISITION PROCEDURE

5.1 Requisition

The Requisition shall serve as a request for all purchases. In addition, the Requisition will be used to initiate the entry of purchasing transactions into the District's Financial Records. Requisitions are input directly to the financial system by the requesting Division/Station.

5.2 Requisition Preparation

A Requisition that is entered on the computer system for a Division must be prepared by an Authorized Person for the Division.

- a) All Station Officers, Paramedics, and Engineers are authorized to order items from the Warehouse. Uniforms are to be ordered by Captains and Bunker gear by Battalion Chiefs only. Station rosters shall serve as the list of authorized individuals on any given day for ordering purposes.
- b) The Authorized Person shall enter a Requisition on the computer system.
- c) In preparing the Requisition, the Person must determine that the Division has adequate funds budgeted to pay for any item requisitioned.
- d) In preparing a Requisition, the Person will:
 - 1) Identify item(s) or service(s) to be ordered.
 - 2) Review the Division's budget status via screen inquiry, to self-audit for availability of funds in the account to be charged.
 - 3) Prepare a Line to Line Budget Transfer if the Division has funds available in a different account and forward to the Clerk-Treasurer following the necessary Chain of Command for review and processing.

5.3 Requisition Authorization

All requisitions entered on the computer system and submitted by a Division/Station to the Logistics Division must be authorized by the appropriate level District Official.

- a) The appropriate levels of authorization are as follows:
 - 1) For purchases that require a Purchase Order \$1,000 or less: Any Station Captain or Dept. Supervisor/Coordinator for the Requesting Division.
 - 2) For Warehouse Purchases: Any Lieutenant or above may order items totaling any dollar amount, unless otherwise directed by a superior officer.
 - 3) For purchases of \$1,000.01 - \$2,500.00: The Battalion/District Chief, or approved designee.
 - 4) For purchases of \$2,500.01 - \$5,000.00: The appropriate Deputy/Division Chief, Attorney, Clerk-Treasurer or designee.
 - 5) For purchases of \$5,000.01 to \$50,000.00: The Fire Chief, or designee.
 - 6) For purchases of \$50,000.01 or greater: The Fire Chief, or designee, certifying the approval by the Fire Board showing the date of approval.

SECTION 5.3 continued...

- 7) For exempt purchases \$50,000.01 or greater: The Fire Chief, or designee, certifying that the Board has deemed it exempt under Section 4.6 of this Manual.
 - 8) All outside requisitions: Unless initiated by the Logistics Department, will go through the Finance department for review and approval. Amounts over \$500 will be reviewed by the Clerk Treasurer or designee. Requisitions made in a special revenue fund require review and approval by the Clerk Treasurer and the Fire Chief or their designees.
- b) The authorization by a Division Head/Station Captain will indicate to the Logistics Division that the Authorizing Official is attesting to the availability of funds for the purchase and to the accuracy of all entries on the Requisition.
 - c) The authorization for a Requisition must be given at the lowest appropriate level as designated in Section 5.3(a) above, but need not be given by a higher level. Authorization may be given at a higher level if the higher level official is the one initiating the Requisition.
 - d) The authorization level required on a Requisition will be based upon the estimated total cost of the purchase. If the actual cost of the purchase exceeds the estimate and exceeds the level of authorization given, the requisition or the converted Purchase Order will be returned for the appropriate higher-level authorization prior to ordering the requested items or services.
 - e) Authorization must be given by computer approval as set up by the computer system.
 - f) The annual budget approved by the Fire Board is its authorization for all purchases.
 - g) The proper authorization as provided in this Section is the Logistics Division's authorization to process the requisition and make the purchase.

5.4 Requisition Submission

After preparation and authorization, a Requisition on the computer system must be submitted to the Logistics Division via the computer. To facilitate fiscal year end close out, no requisitions may be submitted by a Division/Station during the last 15 days of the fiscal year, except for Emergency Purchases.

5.5 Requisition Review

Upon receipt of a Requisition on the computer system, the Logistics Division will review the Requisition to determine proper preparation and authorization.

The Logistics Division will return to the submitting Division any Requisition that is incomplete; unauthorized; authorized by an unauthorized person; or involves a pre-purchase or other violation of District Policies or Procedures.

SECTION 6 - VENDOR SELECTION

6.1 Informal Quotations

Informal quotations are used only for purchases of items or services \$5,000 or less.

- a) Informal Quotations will be obtained by the Logistics Division.
- b) Informal Quotations may be obtained by telephone, or in person, or in writing.
- c) In soliciting Informal Quotations, the Logistics Division should encourage competition by contacting as many vendors as reasonable. Utmost care must be taken, however, to insure that vendors are given the same information and that prices are not disclosed by one vendor to another.
- d) For all purchases, the Logistics Supervisor or designee shall make a determination of the "Most Responsive and Responsible Bidder."
- e) For purchases \$50,000.01 or greater, or when bidding requirements have been waived, the Fire Board shall make the determination of the "Most Responsive and Responsible Bidder."
- f) For purposes of this section, "Most Responsive and Responsible Bidder" shall be the bidder whose proposal is determined to be most advantageous to the District taking into consideration:
 - 1) The price;
 - 2) The capability, integrity and reliability of the bidder to assure good faith performance; and
 - 3) Any evaluation factors supplied by the Requesting Division/Station and Logistics Division to the bidder.

6.2 Formal Quotations

Formal quotations shall be used for purchases of items or services \$5,000.01 or greater and up to and including \$50,000.00, or when bidding requirements have been waived or exempted for items or services \$50,000.01 or greater pursuant to Section 4.5 of this Manual.

- a) Formal Quotations will be solicited by the Logistics Division upon written request with proper specifications.
- b) Requests for Formal Quotations shall not be required to be advertised.
- c) Requests for Formal Quotations, along with the specifications will be requested from at least three (3) vendors for the particular item or service requested. If the specifications for a Formal Quotation are changed after the original mailing to vendors, the Addendum Procedure in Section 6.5 of this Manual will apply.
- d) Formal Quotations will be received and tabulated by the Logistics Supervisor. If bidding requirements have been waived, or the item or service is exempt from bidding requirements, and the Formal Quotation is for \$50,000.01 or greater, the Deputy/Division Chief or Logistics Supervisor and Requesting Division Head will send a recommendation to the Fire Board for award.

SECTION 6 continued...

6.3 Formal Sealed Bids

Formal Sealed Bids will normally be used for purchases and services \$50,000.01 or greater.

- a) Requests for Formal Sealed Bids will be prepared by the Logistics Division based upon the memorandum and specifications submitted by the Requesting Division as provided in Section 4.4 of this Manual.
- b) Requests for Formal Sealed Bids will be advertised in a general newspaper of local circulation in St. Lucie County.
- c) Requests for Formal Sealed Bids will also be posted on the Fire District's website or DemandStar.com.
- d) If the specifications for a Formal Sealed Bid are changed after the original advertising and posting, the Addendum Procedure in Section 6.5 of this Manual will apply.
- e) Formal Sealed Bids will be opened by the Logistics Division and tabulated. The tabulation will then be forwarded to the Requesting Division.
 - 1) The bids will be received by the Logistics Division until the prescribed time and will be opened immediately thereafter.
 - 2) The Logistics Division will tabulate the bids received and will send a recommendation for the award to the Fire Board.
- f) The appropriate Deputy/Division Chief will notify the Logistics Division of the Fire Board's action upon the recommendation.

6.4 Standard Procedures for Competitive Bidding (Commodities and Contractual Services)

The Fire District of St. Lucie County follows the criteria set forth in Section 287.057, Florida Statutes, for the acquisition of commodities and contractual services.

Compliance with these criteria is required when the procurement of commodities or contractual services is estimated to require approval by the Fire Board.

Compliance with the above criteria is not required in cases of valid public emergencies, if it is determined by the appropriate Deputy/Division Chief that such services or products are available from only one source, and if only one bid or no bids are received. In such cases, the Board will be notified at the earliest possible meeting date.

The Fire Board reserves the right to waive any informalities or minor irregularities, reject any and all bids which are incomplete, conditional, obscure, or which contain additions not allowed for, accept or reject any bid in whole or in part with or without cause, and accept the bid which best serves the Fire District.

After the Fire Board has approved the advertisement of the Bid, a public announcement of the Invitation to Bid shall be made through a local newspaper of general circulation, the Fire District's website or DemandStar.com and shall include a general description of the project and/or goods required and where interested bidders may apply for consideration.

Only complete Bids shall be considered. Any incomplete bid shall be deemed as non-responsive. The following criteria shall be considered in order of importance in evaluating Bids:

SECTION 6.4 continued...

Price - Should the low Bid be responsive but deviate from the specifications contained in the Invitation to Bid, such deviation shall be reviewed for suitability to achieve the District's purpose.

Delivery - quoted is within the allotted time. In some instances, (i.e. in the case of emergency repairs), delivery shall take precedence over all other factors.

Current job status as well as past work performed for the District (in the case of vendors known to the District) shall be considered and will be given equal weight as any other of the ensuing qualifications.

Experience in the field of application shall be considered, and should the question of qualification arise, references shall be checked. The District reserves the right to reject any bid where an investigation of the available information indicates a bidder is not the most qualified to perform the obligations of the contract.

The District may disqualify bidders or cancel the Invitation to Bid at any time before or after bid opening if there is any reason to believe that collusion or fraud exists among bidders.

Unless otherwise specified in the Bid packet, once the vendor has been selected from the above criteria and the Fire Board has approved the award, the vendor shall have 15 days from the date of receipt of the Contract in which to sign and return all contracts, appropriate bond, when required, as well as the Certificates of Insurance. A Purchase Order may follow.

In the case of the purchase of heavy equipment, vehicles, or other equipment that does not require installation, the Purchase Order shall serve as the contracting document.

6.5 Addenda to Specifications

An Addendum to a specification shall be defined as a written addition or change in the already prepared specifications for which an invitation has been posted for Formal Quotations or an advertisement has been published for a Formal Sealed Bid.

- a) Any Addendum to a request for Formal Quotations or Formal Sealed Bids shall be approved by the Division Head/Station Captain or Designee. The Addendum shall clearly point out any addition or change to the specifications.
- b) No Addendum shall be issued five (5) days or less, prior to a bid opening without extending the bid opening date.

6.6 Request for Proposals

A Request for Proposal is a purchasing method that is established around general guidelines or a description of need for a service rather than a firm specification written in detail. It is used when no fixed criterion exists and the District is seeking proposals regarding provision of a service.

Request for Proposals require some degree of creativity from the vendor and shall be applied in the same manner, procedurally, as Sealed Formal Quotations or Formal Sealed Bids, requiring advertising when deemed necessary.

To evaluate competitive Requests for Proposals, judgment factors may be used not only to determine whether the proposal being offered meets the scope of services described, but also to evaluate competing proposals.

Under competitive sealed bidding, once the judgmental evaluation of compliance with the bid is completed, award is made on a purely objective basis to the Lowest, and Most Responsive and Responsible Bidder.

SECTION 6.6 continued...

Under competitive sealed proposals, the quality of competing services may be compared and trade-offs made between price and quality of the service offered.

Award under the competitive Request for Proposals is then made to the Responsible Vendor whose proposal is most advantageous to the District.

6.7 Resolution of Solicitation and Proposed Award Protests

- a) **Right to Protest:** Any actual or prospective bidder who believes it is aggrieved in connection with the solicitation or proposed award of a contract may protest to the Logistics Supervisor. The protest shall be submitted in writing within twenty four (24) hours after such aggrieved person knows or should have known the facts giving rise to the alleged grievance.
- b) **Resolution of Protests:** The Logistics Supervisor shall consult with the Fire District Attorney concerning any protest involving the solicitation or proposed award of a contract, and thereafter shall attempt to resolve the protest.

If the protest is not resolved by mutual agreement between the protesting vendor and the Logistics Supervisor, the Logistics Supervisor shall consult with the appropriate Deputy/Division Chief and the Fire District Attorney and issue a final written decision on the protest. Copies of the written decision will be delivered to the protesting vendor. Copies shall also be distributed to the Fire Chief and the Division Head/Station Captain. The written decision shall state the reasons for the decision and inform the protesting vendor that the vendor may appeal the Logistics Supervisor's decision to the Fire Board by filing a written protest/appeal to the Chairman of the Fire Board within 5 business days after receipt of the Logistics Supervisor's decision. The protest/appeal shall specify the basis for disagreement with the decision.

- c) **Distribution of Decision:** After a public hearing on the protest/appeal is held and a decision of the Fire Board has been rendered, a copy of the Fire Board's decision shall be mailed to the protesting bidder.
- d) **Stay of Procurements During Protests:** In the event of a timely protest/appeal, the Fire District shall not proceed further with the solicitation or award of the contract until resolution of the protest by the Logistics Supervisor; or issuance of a written decision by the Logistics Supervisor, as provided above; or final decision by the Fire Board; or determination by the Fire Board that award of the contract must be made without further delay in order to protect the substantial interests of the Fire District.

SECTION 7 - CONTRACT PROCEDURE

7.1 Contracts in the Purchasing Process

Because legal protection is necessary in purchasing transactions, the District has adopted certain requirements and procedures pertaining to the preparation, execution, and monitoring of Purchasing Contracts.

7.2 Contract Requirements

For purchasing purposes, a Contract is a formal written agreement between the Fire District and a selected vendor for a particular purchase.

- a) For District purposes, a Contract will be required for:
 - 1) All Professional Services required to be negotiated under the competitive negotiations procedure.
 - 2) All Capital Construction Projects.
- b) A Contract may be required for any other particular purchase, if deemed necessary and requested by the Requesting Division, the Logistics Supervisor, the appropriate Deputy/Division Chief, the Fire District Attorney, or the Fire Board.
- c) A Contract may be entered into if required by the vendor for a particular purchase.
- d) A Contract shall not be required for purchases made pursuant to State Contract or other Governmental Services Contract.

7.3 Contract Preparation

All Contracts for the Fire District, where required under this Manual, will be prepared by District staff, unless prepared by the vendor and approved by District staff.

7.4 Contract Execution (\$50,000.01 or Greater)

Contracts over \$50,000 will be executed as follows:

- a) Following review and approval by the Fire District Attorney, all Contract Documents shall be returned to the Logistics Division.
- b) The Logistics Division will have the selected vendor execute the Contract prior to signature on behalf of the District, where necessary and appropriate.
- c) After receipt of the signed originals from the vendor, the Contract Documents will be submitted to the appropriate Deputy/Division Chief, who will agenda the matter for presentation to the Fire Board for its consideration.
- d) After execution by the appropriate officials, an original Contract shall be maintained with the District records manager, under the direction of the Clerk-Treasurer. A second executed original shall be sent to the vendor.

7.5 Contract Execution (\$50,000 or Less)

Purchasing Contracts for the District for an amount less than \$50,000 will be executed as a Purchase Order.

SECTION 7 continued...

7.6 Issuance of Contract Purchase Order

- a) Upon receipt of the executed Contract Document, the Requesting Division will prepare the Requisition on the computer system for the Contract.
- b) After receipt of the Requisition on the computer system, the Logistics Division will prepare a Purchase Order in accordance with Section 11 of this Manual.

SECTION 8 - CONSTRUCTION CONTRACTS

8.1 Capital Construction Policy

Because of complexity and high cost, all Capital Construction Projects to be performed on public buildings or public construction works by Outside Contractors must be awarded pursuant to the provisions of Section 255.20, Florida Statutes, through Sealed Bids, Request Formal Quotations, or Informal Quotations through the Logistics Division.

- a) For Construction Contracts \$50,000.01 or greater, the Contractor will be selected through Formal Sealed Bids.
- b) For Construction Contracts \$50,000 or less, but greater than \$5,000, the Contractor will be selected through Formal Quotations.
- c) The Fire District may pre-qualify interested Contractors before bidding on public buildings or public construction works by Outside Contractors.
- d) Construction Contracts will be awarded only to a Contractor which is determined by the District to be qualified, and certified or licensed by the County and/or State, as appropriate, and has provided proof of insurance in amounts deemed satisfactory to the Fire District and which has provided a list of sub-contractors, including, but not limited to: site work; irrigation; landscape; dry wall; masonry; carpentry; plumbing; electrical; HVAC; roofing; flooring; and painting, if any.

8.2 Construction Proposals

To initiate a Capital Construction Project, a Division must prepare a request and submit it to the Logistics Division.

- a) The request should be prepared by the Division Head/Station Captain in the form of a memorandum.
- b) If the project involves the construction, alteration, remodeling, or repair of a District-owned building, the request and specifications shall be reviewed by the appropriate Deputy/Division Chief.
- c) The request should include all necessary detailed specifications, including:
 - 1) General and Special Conditions and Technical Provisions.
 - 2) An Agreement Form that incorporates as Contract Documents the Bid or Response to Request For Formal Quotations; the Invitation to Bid or Request For Formal Quotations; the Instructions to Bidders or to Respondents to the Request For Quotations; the Bid Bond, if required; the General And Special Conditions and Technical Provisions; required Insurance Certifications; any Addendum; and any modification authorized after execution of the agreement.
- d) After receipt of the request and review for completeness, the Logistics Division will assign a recommended date for advertising and a date for the Logistics Division to receive bids.

8.3 Construction Contract Award

After a Contractor has been selected for a Construction Project and approved by the Board, the Logistics Division will complete the Construction Contract Award, which will be prepared and executed as follows:

- a) In preparing the Contract, the District shall use the Contract form approved by the Fire District Attorney. All Contracts will be reviewed by the Fire District Attorney before being sent to the Contractor for execution. Copies of all Bid Documents and Contract Attachments shall be attached to the Contract when sent to the Fire District Attorney for review.

SECTION 8.3 continued...

- b) Upon compliance with the procedure set forth in Section 7 and approval, the Logistics Division will have the successful Contractor execute the Contract.
 - 1) Contract will be forwarded to the Contractor with instruction as to how to execute the Contract.
 - 2) The successful Contractor shall obtain a Public Construction Bond, if required, and a Certificate of Insurance. Section 8.7 of this Manual outlines the requirement for bonding and insurance.
 - 3) The successful Contractor must return all copies of the Contract, with the Public Construction Bond, if required, and the Certificate of Insurance, to the Logistics Division.
- c) After receipt of the signed Contract and all required Bonds and Certificates from the Contractor, Clerk-Treasurer will arrange to have the Contract executed by the Fire Board.
- d) The Clerk-Treasurer will send a fully executed original to the Accounting Division who will transmit one (1) original to the vendor and copies to the Fire District Attorney and Logistics Division.
- e) The Requesting Division will prepare and submit a Requisition on the computer system to the Logistics Division.
- f) After Contract execution, the Contract procedures outlined in Section 7 of this Manual will be followed.
- g) After receipt and review of the Requisition on the computer system, the Logistics Division will prepare a Purchase Order.

8.4 Contract Initiation

After Contract execution, the Logistics Division will initiate the Contract with the Contractor in the following manner:

- a) The Logistics Division will forward one executed copy of the Contract to the Contractor along with the cover letter advising the Contractor that the Contract is enclosed and that it should be receiving a written Notice to Proceed with construction within the very near future, but that it should not yet commence work under the Contract.
- b) When the District is ready to proceed with the construction work, the Logistics Supervisor will forward to the Contractor the Notice to Proceed, and provide a copy to the Accounting Division, Fire District Attorney, and appropriate Deputy/Division Chief.

8.5 Contract Change Order

After a Contract has been awarded, and if the Contractor finds it necessary to initiate a Change Order, the Change Order must be approved by the Board.

- a) The Division must prepare and submit a requested Contract Change Order to the appropriate District Chief for referral to the Board.
- b) After review, the appropriate Deputy/Division Chief will submit the request to the Fire Board for its consideration.

SECTION 8 continued...

8.6 Contract Amendment

After a Contract has been awarded, and if it becomes necessary to amend the terms of the Contract, the Amendment must be approved by the Board if the original Contract was approved by the Board. If the original Contract was not signed by the Board, the Contract Amendment may be signed by the person who signed the original, unless the new total amount of the Contract requires a higher level of authorization. In that case, the Amendment shall require approval by that level of authorization.

- a) The Fire District Attorney must prepare and submit a Contract Amendment to the Fire Chief for execution with instruction as to how to execute the Amendment.
- b) After receipt of the executed Contract from the Contractor, the Contract Amendment will be submitted to the Board for its consideration.

8.7 Bonding and Insurance Requirements

a) **Public Construction Bond**

Section 255.05, Florida Statutes, requires that any person entering into a Formal Contract with the Board for the construction or repair of any public building or public work provide a payment and performance bond with a surety insurer authorized to do business in the State of Florida as a surety. Section 255.05, Florida Statutes, further provides that the Board, in its discretion, may exempt any person entering into a Contract that is for \$200,000 or less from the payment and performance bond requirement.

b) **Liability Insurance**

- 1) The Contractor shall be required to purchase and maintain such insurance as will protect him or her from claims set forth below that may arise out of or resulting from the Contractor's operations under the Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable for:
- 2) Claims under Workers' or Workmen's Compensation, Disability Benefit, and other similar employee benefit acts;
- 3) Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's Employees;
- 4) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's Employees;
- 5) Claims for damages insured by usual personal injury liability coverage, which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or by any other person;
- 6) Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; and
- 7) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance policy shall be written for not less than any limit of liability specified in the Contract Documents, or required by law, whichever is greater. The insurance policy shall include Contractual Liability Insurance applicable to the Contractor's obligations.

SECTION 8.7 continued...

c) **Property Insurance**

The Contractor shall purchase and maintain Property Insurance upon the entire work at the site to the full insurable value (replacement cost) thereof. This insurance shall include the interest of the District, the Contractor, Subcontractors and Sub-subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "All Risk" Insurance for physical loss and damage including, without duplication of coverage, theft, vandalism, and malicious mischief. If the District is damaged by failure of the Contractor to purchase or maintain such insurance and to so notify the District, then the Contractor shall bear all reasonable costs properly attributable thereto. If not covered under the All Risk Insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar Property Insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in an Application for Payment.

d) **Certificates of Insurance**

The Contractor shall file with the District, Certificates of Insurance acceptable to the District prior to commencing the work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Fire District.

e) **Policy Form**

The policy forms must include:

- 1) Comprehensive General Liability covering premises, operations, products and completed operations, independent contractors, personal injury, owners and contractor's protective liability, broad form contractual liability and property damage resulting from explosion, collapse, or underground exposures. The insurance certificate shall name the Fire District as an additional named insured.
- 2) Comprehensive Auto Liability covering all owned, hired, leased or used vehicles.
- 3) Workers' Compensation covering the Florida exposures including voluntary compensation and Federal and other State Benefits if any exposure exists.

SECTION 9 - PROFESSIONAL SERVICES CONTRACTS

9.1 Competitive Negotiations Policy

The purpose of this section is to insure the Fire District's compliance with Section 287.055, Florida Statutes, known as the "Consultant's Competitive Negotiation Act."

Because price differentials may only be a minor consideration, compared to the quality of the professional's work, Professional Services are exempted from the District's competitive bidding policy.

Requests for Professional Service \$50,000.01 or greater must be reviewed by the Fire Chief and approved by the Fire Board.

9.2 Professional Services Definition

A Professional Service is assistance obtained in support of District operations from an Independent Contractor in a professional field.

- a) Professional Services shall include the following:
 - 1) Medical Services - medicine, psychiatry, dental, hospital, and other health professionals.
 - 2) Legal Services - attorneys and legal professionals.
 - 3) Financial Services - bond counsel, rating and underwriting, financial advisor, and investment services.
 - 4) Architect and Engineering Services - architect, engineering, landscape architecture, or land surveying services.
 - 5) Appraisal services - real and personal property appraisers.
 - 6) Audit and Accounting Services - auditors and accountants.
 - 7) Consultants - planning, management, or scientific advisors.

9.3 Professional Services Authorization

- a) Legal Services - All requests for outside Legal Services shall be approved by the Fire District Attorney and Fire Chief, and must be within the amount budgeted for Legal Services by the Board.
- b) District Auditor Services - All requests for Auditor Services will be referred to the Clerk-Treasurer.
- c) Financial Services - Bond counsel, rating and underwriting, financial advisor, and investment services are exempt from competitive negotiation requirements and are to be approved by the Board.
- d) Other Services \$50,000 or less -- The Fire Chief must approve any request for professional services \$50,000 or less.
- e) Other Services \$50,000.01 or greater -- The Fire Chief will review all requests for Professional Services \$50,000.01 or greater. If approved by the Fire Chief, the request will be referred to the Board for their authorization. A delineation of the required Scope of Services shall be sufficient to assure that all firms have the same understanding of the requested basic services.
- f) No District Employee may negotiate for any Professional Service until prior approval has been obtained.

SECTION 9 continued...

9.4 Professional Services Negotiations

Public notice shall be placed in a newspaper of general circulation in St. Lucie County describing the work/services required and a close date for receipt of proposals for the project. Publications of statewide and nationwide distribution may be utilized for such notices if the magnitude of the project warrants. Such requirement may be waived by the Board, except when required by state law. A request for legal services shall be exempt from the above public notice requirement.

- a) Legal Services -- If approved by the Board, where deemed necessary, all requests for Legal Services will be referred to the Fire District Attorney for negotiation.
- b) District Auditor Services -- If approved by the Auditor Selection Committee, requests for District's Auditing Services shall be negotiated in accordance with Florida law.
- c) Architect, Engineering, Landscape Architect or Land Surveying Services -- All responses to the request shall be processed and negotiated in accordance with the requirements of Section 287.055, Florida Statutes. Requests for Architect, Engineering, Landscape Architect, or Land Surveying Services over \$50,000 may, at the option of the Board, be referred to the Competitive Negotiations Committee.
- d) Other Services \$50,000.01 or Greater -- Requests for other professional services \$50,000.01 or greater may, at the option of the Board, be referred to the Competitive Negotiations Committee.
- e) Other Services \$50,000 or Less -- All other requests for Professional Services may, at the option of the Board, be referred to the Division that requested the service, and the Fire Chief or his designee may negotiate directly for the service.

9.5 Competitive Negotiations Committee

- a) Upon referral by the Board, the Competitive Negotiations Committee shall be responsible for reviewing those Professional Service Contracts specified above. The Committee Members shall be composed of the following members: The Fire Chief, or designee, the Clerk-Treasurer, appropriate Deputy/Division Chief, the Logistics Supervisor, Fire District Attorney, and the Division Head/Station Captain requesting the Contract. Other staff members may be assigned by the Fire Chief or the Board for a specific contract negotiation.
- b) To initiate competitive negotiations for the committee, the Logistics Supervisor will prepare a notice for advertising.
 - 1) Vendors will be given the time allocated on the RFQ to respond to the RFQ by a Letter of Interest.
 - 2) Vendors will be advised in both the advertising notice and RFQ of the prescribed response date.
 - 3) In Letters of Interest, vendors must provide written documentation of expertise and capacities to perform the requested service.
 - 4) All Letters of Interest will be presented to the Qualifications Negotiations Committee for review.
- c) The Committee will review all Letters of Interest received and establish a list of three (3) to five (5) vendors in priority order. At its option, the Board may direct the Committee to establish a "Short List" of the vendors without establishing a priority order.
 - 1) The Committee may request oral presentation from the vendors when establishing the priority list.

SECTION 9.5 continued...

- 2) The Board may also request an oral presentation from the vendors.
- 3) The Priority List established by the Committee will be presented to the Board for approval.
- d) After approval of the Priority List by the Board, which shall be no more than three (3) vendors, the Selection Committee will negotiate a Contract.
- e) With regard to Architectural, Professional Engineering, Landscape Architecture, or Registered Land Surveying and Mapping Services only, the Fire District must request, accept, and consider proposals for the compensation to be paid, pursuant to the Consultant's Competitive Negotiation Act.

9.6 Professional Service Contract Award

After a Professional Service Contract has been negotiated, the committee shall submit the contract, with recommendations, to the Board for final approval. The Contract Procedure outlined in this Manual shall be followed.

SECTION 10 - EMERGENCY PURCHASES

10.1 Emergency Purchase Policy

Although competitive bidding is desirable for most purchases, when an Emergency arises, the normal procedure is too time consuming. For this reason, the District has adopted an Emergency Purchases Procedure.

10.2 Definition of an Emergency

For purchasing purposes, an Emergency is defined as an unforeseen situation involving a breakdown of District service and an urgent need to restore that service to avoid serious and adverse consequences affecting the life, health, welfare, or property of citizens of St. Lucie County.

10.3 Emergency Purchase Authorization

Emergency Purchases are authorized when there is an Emergency, and there is an immediate need for items or services to deal with the Emergency.

- a) If the Emergency occurs during normal working hours, the Battalion Chief must attempt to obtain appropriate authorization for the purchase through telephone or verbal communications by notifying the Logistics Division and submitting a Requisition on the computer system through the steps required in Section 5 of this Manual.
- b) In an Emergency situation, the Fire Chief may authorize an Emergency Purchase and waive any bid requirement.
- c) If the Emergency occurs at night, on weekends, or on holidays, the Deputy/Division Chief on duty may initiate independent action as provided in Section 10.4.

10.4 Emergency Purchase \$50,000.01 or Greater

For Emergency Purchases \$50,000.01 or greater, the Battalion Chief must obtain the authorization of the Fire Chief, or designee.

- a) The Battalion Chief will notify the Fire Chief, or designee of the Emergency and request authorization to make the Emergency Purchase.
- b) After obtaining authorization from the Fire Chief, or designee, the Division Head may make the necessary purchases of the needed items or services.
- c) The Fire Chief may request "after the fact" approval from the Fire Board at its next scheduled meeting.

10.5 Emergency Purchase Follow-up

When an Emergency Purchase has been made, on the next working day the Division/Station will follow up the purchase with the preparation and submission of a Requisition on the computer system. The Battalion Chief will prepare and submit the Requisition, as provided in this Manual.

- a) The fact that the purchase was an Emergency Purchase should be noted within the description area on the Requisition.
- b) The Division Head/Station Captain will prepare a signed statement describing the Emergency and stating the need for the Emergency Purchase.

SECTION 10.5 continued...

- 1) This Emergency Statement will be submitted to the Logistics Division in addition to the Requisition on the computer system.
 - 2) The Emergency Statement must also be signed by the Fire Chief certifying his authorization of the Emergency Purchase.
- c) Upon receipt of the Requisition on the computer system and Emergency Statement, the Logistics Division will prepare a Purchase Order for the purchase as specified in this Manual.

SECTION 11 - PURCHASE ORDER

11.1 Purchase Order Preparation

A Purchase Order will be prepared by the Logistics Division for all purchasing transactions on the District's financial records.

- a) After receipt of a Requisition, the selection of the vendor, and the award of the purchase, the Logistics Division will convert the Requisition to a Purchase Order.
- b) The Logistics Division will distribute the final version of the completed Purchase Order.
 - 1) A copy of the document may be sent to the vendor by the Logistics Division.
 - 2) A copy of the Purchase Order will be held until the order is complete. Once complete, the invoice is to be attached to the Purchase Order and sent to the Finance Division.

11.2 Blanket Purchase Orders

- a) A Blanket Purchase Order will be used when more than one invoice is expected for a single Purchase Order.
- b) The issuance of Blanket Purchase Orders in advance will be permitted on as needed basis in amounts less than \$2,500.
- c) To request a Blanket Purchase Order, in advance, a Division/Station will enter a requisition on the computer system and should put the total dollar amount in as the Quantity, and the Unit Price as a \$1.00.
- d) Upon receipt of the copy of the encumbered Requisition document, the Requesting Division/Station will make additional copies -- one for each additional invoice expected, which will serve as additional receiving reports.
- e) A Purchase Order may be made a Blanket Purchase Order after issuance, when more than one invoice is expected due to partial deliveries, through a Purchase Order Change.

11.3 Purchase Order Changes

If a Division desires to cancel or change a Purchase Order, the Division must prepare and submit an E-mail to the Logistics Division.

- a) By submitting an E-mail, the Division may:
 - 1) Cancel a Purchase Order,
 - 2) Change the account the purchase order will be charged to,
 - 3) Increase or decrease the amount of the Purchase Order,
 - a. An increase in excess of the original authorization will require the higher-level authorization on the form.
 - b. When making a final payment and/or closing out a Purchase Order, a decrease is not necessary.

SECTION 11.3 continued...

- b) After preparation, the E-mail should be forwarded through the proper Chain of Command for authorization, prior to forwarding the Logistics Division.
- c) Upon receipt of an E-mail, the Logistics Division will review to determine proper preparation and authorization, the same as per Section 5.5 of this Manual.
- d) After review, the Logistics Division will process all properly prepared and authorized E-mail submittals.
 - 1) The Logistics Division shall have the authority to accept or reject the proposed change as it may affect any outside vendor or purchasing transaction agreed to with any outside vendor.
 - 2) The Logistics Division will inform the vendor of any changes in the transaction which affects the vendor.
 - 3) If the proposed change is approved, the Logistics Division will change order the affected Purchase Order on the computer system.
 - 4) If the proposed change is not approved, the Logistics Division will return the E-mail to the Requesting Division/Station with an explanation of why the change was not approved.

SECTION 12 – RECEIVING

12.1 Receiving of Orders

A Division should receive ordered items or services within a reasonable time as indicated on the completed and encumbered Purchase Order and/or Contract Documents.

- a) It is the responsibility of the Division/Station to inform the Logistics Division of any unreasonable delay in delivery.
- b) The Division will assist the Logistics Division in contacting the vendor regarding any such delay.
- c) The Logistics Division will be responsible for expediting all purchases made.

12.2 Receiving Report

The Finance copy of the completed Purchase Order returned by the Logistics Division shall serve as a Receiving Report.

- a) For a Blanket Purchase Order, the Division should make additional copies as additional Receiving Reports for each delivery.
- b) All Receiving Reports should be placed in a "Receiving" File by the Division pending the delivery of the ordered items or service.

12.3 Receiving Procedure

When an item or service is received, a Receiver for the Division should:

- a) Identify the vendor and item(s) or service being delivered.
- b) Check all packages against the shipping Bill of Lading.
- c) Note any evidence of damage to packaging on Bill of Lading and on the Receiving Report.
- d) Inspect contents for proper quantity, specifications, as per the Receiving Report, and undamaged condition.
- e) Note any damage or discrepancy on the Bill of Lading and on back of the Receiving Report.
- f) Report any concealed damage or quantity discrepancy to Logistics Division on the same day as delivery.
- g) Sign and date the Receiving Report and any documents (Bill of Lading, Packing Slips, Invoice, etc.) accompanying the delivery (signature must be that of the person who personally received the delivery). The date shall be the date the document(s) are received.
- h) Forward the Receiving Documents accompanying the delivery (Bill of Lading, Packing Slip, Invoice, etc.) to the Logistics Division.
- i) Submit an E-mail to the Logistics Division to accept any change in quantity, specification or price of items as delivered.

SECTION 13 - PAYMENT PROCEDURES

13.1 Payment Authorization

To initiate payment for a received order from an outside vendor, the Division will submit all Invoices received to the Finance Division.

- a) After receiving the Invoice for a completed order, the Division Head /Station Captain will authorize payment by writing "OK to Pay" along with a signature on the invoice and then submitting it to the Finance Division.
- b) If the order was incomplete, and only a partial shipment was accepted, the Division/Station Captain shall;
 - 1) As shipments are received, the Division/Station Captain will authorize payment on one of the copies made of the Purchase Order and submit to the Finance Division.
- c) The remaining copies will be held until future shipments come in.
- d) Upon receipt of last shipment, the original copy should be submitted to the Finance Division along with the final Invoice.

13.2 Construction Contract Payment Authorization

- a) All payments for Construction Contracts will be initiated by a Division by utilizing an invoice from the Contractor marked ready for payment, or other such form authorized by the Contract Documents.
- b) To authorize the final payment for Construction Contract, the Division/Station must obtain a Release of All Liens from the Contractor.
 - 1) Upon completion of the construction, but prior to final payment, the appropriate Division Head/Station Captain shall be responsible for obtaining a Release of Liens from all Subcontractors and a sworn statement from the General Contractor that all persons, firms, and corporations who have furnished services, labor or materials in the construction of the premises have been paid and that there are no outstanding monies owed on the contract by the General Contractor. The Release of Liens will be submitted to the Fire District Attorney for review.
 - 2) The properly executed Release of Liens and a written certification by the Division Head/Station Captain that the project has been completed per plans and specifications will be forwarded to the appropriate Deputy/Division Chief for review and approval.

13.3 Payment for Orders

After receiving a Receiving Report or Payment Request, the Accounting Division will process it for payment in accordance with the appropriate procedure for processing invoices, and payment under Section 218.70, Florida Statutes, "Local Government Prompt Payment Act."

13.4 Invoice Approval

All invoices will be approved by the Clerk Treasurer or designee. If the invoice is for routine services for budgeted expenditures like water, sewer, electricity, telephone, internet, pest control, garbage, fuel, etc. it will not require a second signature approval.

All travel requests, credit card purchases, other check requests that have not gone through the PO/PR process, and any single item invoice that is \$5,000.01 or greater and any collective item invoice \$10,000.01 or greater (except the routine services excluded above and PO/PR purchases) will require at least two approvals - the Clerk Treasurer and the Fire Chief or their designees.

SECTION 14 - ADDITIONAL REQUIREMENTS

14.1 Provisions

The following criteria are applicable to the purchase of all goods and services:

- a) **Public Entity Crimes:**
Pursuant to Section 287.133, Florida Statutes, the Fire District shall not accept any bid from, award any contract to, or transact any business in excess of \$25,000 with any vendor or individual who has been placed on the convicted vendor list by the State of Florida, for a period of 36 months from the date that vendor or individual was placed on the convicted vendor list, unless that vendor or individual has been removed from the convicted vendors list.
- b) Each supplier of goods & services must certify that it operates a "Drug Free Workplace."

14.2 Capital Assets

a) **District-Owned Tangible Personal Property**

All equipment which has a value in excess of \$1,000.00 is considered Tangible Personal Property. All purchases of Tangible Personal Property shall be approved by the Board by dollar allocation at the time of Budget review. The Board understands from time to time unanticipated needs arise that were unknown during the budget process. Therefore, requests for the purchase of capital assets that were not included in the budget process may be approved at the discretion of the Fire Chief. The requesting Division Head must provide a justification and identify available funding in the department budget. If the request will not increase the overall budget of the District, does not exceed \$50,000 and is approved by the Fire Chief, the purchase can be made. However, if the proposed purchase is greater than \$50,000, it must be approved by the Board prior to the purchase.

b) **Procedure for Acquisition of Tangible Personal Property**

All purchases will follow the procedures outlined below:

- 1) After a Division determines a need for Tangible Personal Property it shall obtain approval to purchase the item during the annual budget preparation, justification provided to the Fire Chief as discussed in section 14.2 (a) or at a Fire Board public meeting. The requesting Division shall request the assistance of the Logistics and Finance Division to establish a budget for the item.
- 2) After Board approval is obtained the requesting Division shall enter a Requisition into the computer system. The Requisition shall contain a detailed description of the item.
- 3) After receiving the item and the invoice has been processed for payment, the Fixed Asset Clerk will place an inventory tag on each item valued at over \$1,000.00.
- 4) During each fiscal year, the Fixed Assets Clerk will physically inventory all Tangible Personal Property, and update the inventory (transfers and purchases).
- 5) Donated property with a value in excess of \$1,000.00 will be included in the requirements in this Section.

14.3 Procedure for the Transfer of Tangible Personal Property

All transfers of Tangible Personal Property between Divisions/Stations must be approved by the Division Head/Station Captain of the originating Division/Station as well as the Division Head/Station Captain of the receiving Division/Station. All transfers must be submitted to the Logistics Division via E-mail with the proper authorization.

SECTION 14 continued...

14.4 Procedure for the Disposition of Personal Property

Before an item of Tangible Personal Property is removed from service, the Logistics Division must be notified of the Divisions desire to dispose of the item. The Logistics Division will instruct the requesting Division on where to deliver the equipment. All dispositions of Tangible Personal Property must be approved by the Division Head/Station Captain.

Once an item has been determined to be of no use to the Division/Station, it should be sent to the Logistics Division for repair, re-use or disposal. No items are to be disposed of or donated without prior approval by the Logistics Division or if required, by Fire Board action.

- a) All dispositions of Tangible Personal Property must be submitted to the Logistics Division on a Property Control Record form with the proper authorization.
- b) The Logistics Division will attempt to find another Division/Station with a need for the item to be disposed of prior to removing the item from the Fixed Asset Inventory.
- c) The Logistics Division will seek approval from the Fire Board to remove the item from the Fixed Asset Inventory if the item cannot be utilized elsewhere in the District.
- d) Generally, all surplus property will be disposed of via public auction. However, if prior to the initiation of the “public auction” process, the District receives a request from a not for profit or governmental agency for the donation of the surplus asset, the request will be taken to the Board for a decision on how to proceed with the request.
- e) If the Board grants the request to the local nonprofit organization or government entity, the transfer will be made without competitive bidding.
- f) The Logistics Division will dispose of all items in accordance with Section 274.02, Florida Statutes, and rules of the Auditor General.

SECTION 15 – DEFINITIONS (not an exhaustive list)

Acceptance – The assumption of a legal obligation by a party to a contract and the terms and conditions of that contract.

Addendum – An addition or supplement to a document, for example, items or information added to a procurement document. Used to issue additional or correct information during the bid process.

Advertising – A form of public notice of an intended purchase. See “Public Notice”.

Agreement – A duly executed and legally binding contract.

Alternate Bid – A bid submitted in knowing variance from the specifications, terms, condition, or provisions of the solicitation. The District reserves the right to determine acceptance of proposed equivalent or equal items.

Amendment – A revision or change to a document, often used to correct a contract or to add additional scope of work to change an existing contract.

Award – District’s approval of a bid or a proposal.

Best and Final Offer – The rationale granting a purchasing official discretion in taking action to allow all qualified bidders participating in a competitive bid process to provide a sealed best and final offer.

Best Interest of the District – The rationale granting a purchasing official discretion in taking action most advantageous to the District when it is impossible to interpret adequately a specific response by law or regulation.

Bid – A competitive price offer made by an intended seller, normally by written notice, offered as a result of a formal invitation to prospective vendors.

Bid Acceptance – The unconditional receipt of the bid at the designated bid location within the time frame and conditions set in the bid document. Any alterations to the bidder’s offer after the close of the bid or any deviations from the conditions set in the bid document may result in the rejection and removal of the bid.

Bid Bond – An insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected bidder fails to accept the contract as bid.

Bid Opening – The process of opening and reading bids conducted at the time and place specified in the Invitation for Bid, and/or advertisement, and in the presence of all who wish to attend.

Bidder – Any person submitting a competitive bid in response to a solicitation.

Blanket Order – A type of purchase order under which a purchaser contracts with a vendor to provide the purchaser’s requirements for an item(s) or service on an as-required and over-the-counter basis. Properly prepared, such an arrangement sets a limit on the period of time it is valid and the maximum amount of money that can be spent at one time or within a specified period of time.

Capital Asset – An asset of a long-term character having a useful life of more than one year and a value of at least \$1,000.00, stands alone and functions by itself.

Centralization of Purchasing – A system of purchasing in which authority, responsibility, and control of activities is concentrated in one administrative unit. (See Decentralized Purchasing)

Change Order – A written order that affects a change to the original contract or purchase order related to increase or decrease in quantities or additional materials.

Code of Ethics – The rules or standards governing the conduct of the members of a profession. (See Exhibit 1)

Commodity – An article of trade, a movable article of value, something that is bought or sold; any movable or tangible thing that is produced or used as the subject of barter or sale.

Commodity Code – A system of words and numbers designed to identify and list commodities or services by classes and sub-classes.

Competition – The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and /or service.

Competitive Bidding – The submission of prices by individuals or firms competing for a contract, privilege, or right to supply merchandise or services.

Competitive Sealed Bids or Competitive Sealed Quotes - means the process of receiving two or more sealed bids, proposals, or replies submitted by responsive vendors and includes bids, proposals, or replies transmitted by electronic means in lieu of or in addition to written bids, proposals, or replies.

Competitive Sealed Proposal – A method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible bidders who submit proposals and prices in the competition that meet the required criteria. Competitive sealed proposal is the preferred method of source selection in the District.

Competitive Solicitation or solicitation - means an invitation to bid, a request for proposals, or an invitation to negotiate.

Conflict of Interest – A situation where the personal interests of a contractor, public official or classified employee are, or appear to be, at odds with the best interests of the jurisdiction. (See Exhibit 2)

Construction services - means all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property.

Consultants Competitive Negotiation Act – A procedure established by Florida Statutes setting the requirements for acquisition of professional architectural, engineering, landscaping architectural or land-surveying services.

Contract – Contractual instrument, including, but not limited to contracts, leases, interlocal agreements, grants, sales agreements, service agreements, joint participation agreements, maintenance agreements, attachments, change orders, addendum, bonds, fee schedules, and any other related documents for incorporation into the contractual agreement.

Contract Administration – The management of all actions that must be taken to assure compliance with the terms of the contract after the award of the contract.

Contract Execution – The act of overseeing the signing of a legally binding document that shall include signatures of the Contractor, District Chairperson, District Attorney and District Clerk-Treasurer with appropriate notaries and seals. The District Clerk-Treasurer shall be responsible for the proper execution of formal contracts to include distribution of signed contracts and maintenance of the official record.

Contractor - means a person who contracts to sell commodities or contractual services.

Contractual service - means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged thereunder; and professional, technical, and social services. .

Contractual Services Contract – Basic services provided to the District under contract or Purchase Order in which charges, effective periods, and extent of work are defined. Examples of contractual services are janitorial services, maintenance services, mechanical services and construction services.

Decentralized Purchasing – A system of purchasing in which there is a (varying) degree of delegation of authority, responsibility, and control of purchasing activities to the using agencies.

Delivery Schedule – A required or agreed upon time, or rate, for delivery of goods or services.

Discount – Vendor’s deduction from the selling price, usually contingent upon some cost reducing condition such as prompt payment.

Disposal – The act of surrendering ownership of excess or surplus property.

Dispute – Disagreement between parties to a contract over performance or other contract term requiring administrative action to resolve.

Emergency Purchase – A purchase made without following the normal purchasing procedures in order to obtain goods or services quickly to meet an urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk. The Fire Chief shall have the authority to make emergency purchases of not more than the current formal bid threshold without competitive bids, provided that all such purchases shall be reported to the Fire Board at its next regularly scheduled meeting.

Evaluation Criteria – Factors, usually weighted, relating to management capability, technical capability, manner of meeting performance requirements, price and other important considerations used to evaluate which proposer in a competitive negotiation has made the most advantageous offer.

Expedite – Effort to assure delivery of goods purchased in accordance with a time schedule, or to accelerate delivery.

Fiscal Year – A period of twelve consecutive months selected as a basis for annual financial reporting, planning or budgeting. The fiscal year for the St Lucie County Fire District is October 1st through September 30th.

Formal Advertising – The placement of a notice in a newspaper of general circulation according to legal requirements to inform the public that the District is requesting bids on a specific purchase it intends to make.

Informal Bid – A competitive bid or price quotation for supplies or services that is conveyed by letter, telephone, or other means and does not require a sealed bid, public opening, or public reading of bids.

Inventory – Goods in stock or an itemized list of the goods on hand at a particular time showing quantity, volume and values.

Invitation for Bids (Sealed Bid) - means a formal written solicitation to prospective vendors soliciting for competitive sealed bids. It contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions. The invitation to bid is used when the agency is capable of specifically defining the scope of work for which a contractual service is required or when the agency is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written solicitation includes a solicitation that is electronically posted.

Invitation to negotiate - means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or contractual services. The invitation to negotiate is used when the District determines that negotiations may be necessary to receive the best value. A written solicitation includes a solicitation that is electronically posted.

Invoice – Seller’s itemized bill stating prices and quantities of goods and/or services delivered, and sent to Accounts Payable for payment.

Lease – A contract conveying from one person to another real estate or property for a term in return for a specified rent or other compensation.

Negotiate - or any form of that word means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price. Negotiation provides contracting through the use of proposals and discussions to obtain best and final offers that result in the best value to the District.

Non-responsive Bid – A bid that does not conform to the mandatory or essential requirements of the Invitation for Bid.

Order (Purchase) – A request or command issued to a supplier for goods or services at a specified price or agreed basis for payment.

Partial Payments – The payment authorized in a contract upon delivery of one or more complete units called for under the contract, or upon completion of one or more distinct items of service called for thereunder.

Payment request - means a request for payment for goods or services which conforms with all contract and bid requirements specified by the District.

Performance Bond – A contract of guaranty executed subsequent to award by a successful bidder to protect the District from loss due to contractor’s inability to complete the contract as agreed.

Piggyback Method – A form of intergovernmental cooperative purchasing in which an entity requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself.

Pre-Qualification of Bidders – The screening of potential vendors in which such factors as financial capability, reputation, and management are considered in order to develop a list of qualified vendors.

Price – The amount of money that will purchase a definite quantity, weight, or other measure of a commodity or service.

Procurement – The procedures for obtaining goods or services, including all activities from the planning steps and preparation and processing of a requisition, through receipt and acceptance of delivery and processing of a final invoice for payment. The acts of preparing specifications, evaluating bids or proposals, making awards and administering contracts are involved; in some contexts, property management is implied.

Professional Services – services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training, or direct assistance.

Professional Services as per CCNA – Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

Proper invoice - means an invoice which conforms with all contract and bid requirements that have been specified by the District.

Proposal – An offer made by one party to another as a basis for negotiations for entering into a contract.

Protest – A written objection to a solicitation by a prospective bidder, a bidder, a contractor or other interested party with the intention of achieving a remedial result.

Public Notice – Means the distribution or dissemination of information to interested parties using methods that are reasonably available. Such methods include publication in newspapers of general circulation, electronic or paper mailing lists, and web site (s) designated and maintained for that purpose.

Purchase Order – A purchaser’s written document to a supplier formally stating all terms and conditions of a proposed transaction. A P.O. commits the District financially, by encumbering funds.

Purchasing – Buying materials and services of the right quality, in the right quantity, at the right price, from the right source, and for delivery at the right time.

Purchasing Cycle – The full sequence of activities carried out by a purchasing department in the acquisition of goods and services. (See Procurement)

Purchasing Ethics – Moral principles or code to be respected by the Purchasing Division, or any division or department having responsibility in the procurement process. The Procurement Management Department has adopted the Code of Ethics promulgated by the National Institute of Governmental Purchasing and the Florida Association of Public Purchasing Officers (Exhibit 1).

Purchasing Manual – A document that describes the rules and procedures to be followed by the using agencies.

Purchasing Policy – A course of action adopted in purchasing affairs.

Purchasing Procedure – A mode of conducting purchasing activities.

Quotation – A statement of price, terms of sale, and description of goods or services offered by a prospective seller to a prospective purchaser, usually for purchases below the amount requiring formal bidding. May be non-binding if solicited to obtain market information for planning purposes.

Receiving Report/Partial & Complete – The form used to inform others in the organization of the receipt of purchased goods.

Request for Proposal (RFP) – (1) The solicitation document used when price is not the determining criteria. (2) The solicitation document used in the competitive negotiated process. The procedure allows changes to be made after proposals are opened and contemplates that the nature of the proposals and/or prices offered will be negotiated prior to award. (3) A written solicitation for competitive sealed proposals. The request for proposals is used when it is not practicable for the District to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the District is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. A written solicitation includes a solicitation that is electronically posted.

Request for Quotation (RFQ) – The document generally used for seeking competition on small purchases or on any purchase lower than the amount that requires competitive sealed bidding. May be used for obtaining price and delivery information for sole-source and emergencies.

Requisition – Request for Purchase Order. An internal document completed by the using department listing details of materials and services needed.

Responsible Bidder – A person who has the capability in all respects to perform in full the contract requirements, along with the integrity and reliability that will assure good faith performance.

Responsive Bidder – (1) A person who has submitted a bid which conforms in all material respects to the Invitation for Bids. (2) One whose bid conforms in all material respects to the terms, conditions, specifications and other requirements of the Invitation for Bids.

Salvage – Property that has some value in addition to its value as scrap, but which is no longer useful as a unit in its present condition and whose restoration to usefulness as a unit is economically not feasible.

Sealed Bid – A bid that has been submitted in a sealed envelope to prevent its contents being revealed or known before the deadline for the submission of all bids.

Service Contract – A contract that calls for a contractor's time and effort rather than for a product.

Sole Source Procurement – An award for a commodity or service to the only known capable supplier, occasioned by the unique nature of the requirement, the supplier, or market conditions.

Solicitation – A request for bids to provide supplies, services or construction.

Specification – A description of what the purchaser seeks to buy, and consequently, what a bidder must be responsive to in order to be considered for award of a contract. A specification may be a description of the physical or functional characteristics, or the nature of a supply or service. It may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery. A purchase description.

Standard – A characteristic or set of characteristics for an item that, for reasons of performance level, compatibility or interchangeability with other products, etc., is generally accepted by producers and by users of the item as a required characteristic of all items for the designed purpose.

Stock/Stores – The supply of goods maintained in a stores system to satisfy anticipated demand.

Subcontractor – A party contracting with a prime contractor to perform all or any part of the latter's contract.

Surplus Property – Inventory not needed by the owning agency or by other agencies at the present time or in the foreseeable future.

Tabulation of Bids – A recording of bidders and abstract of their bids listing items offered, prices, deliveries, etc., in response to a specific solicitation, made for purposes of comparison and record-keeping.

Terms and Conditions – A general reference applied to the provisions under which bids must be submitted and which are applicable to most purchase contracts.

Terms of Payment – A purchase transactions required payment for the goods or services received, and with exception of an unusual exchange or barter agreement there are three basic payment terms: cash, open account, and secured account.

SECTION 16 – EXHIBITS (not an exhaustive list)

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Exhibit 1

CODE OF ETHICS

A member regards public service as a trust and is in accord with and supports professional principles of governmental purchasing.

Members believe in the dignity of their office, the real worth of the service rendered by their governmental agency, and gives first consideration and loyalty to that agency.

Members are always guided in their actions by integrity and honor to merit the respect and inspire the confidence of the agency and the public which they serve.

A member accepts full responsibility for the purchase and supply function and knows, exactly of what it consists by keeping current memberships and participating in professional purchasing organizations.

A member believes that character is the greatest asset in commerce and therefore will not accept gifts or other things of value from vendors where the intent is to influence the purchaser.

Members keep their governmental agency fully informed of their problems and progress doing so through appropriate channels by emphasizing the facts without personal aggrandizement.

Members do not allow political consideration or any other outside influence to enter their relationships with employees. Personnel administration is based upon training, experience, and initiative.

A member avoids sharp practices and misrepresentations recognizing that mutually profitable business relations are based upon honesty and fair dealing.

Members will be courteous, considerate, prompt, and business like with those whom they deal, including their employer, employees, vendors and the public so that their time and that of others will not be wasted.

A member subscribes to and supports the professional objectives of the Florida Association of Public Purchasing Officers.

CONFLICT OF INTEREST STATEMENT

RFP# _____

RFP TITLE _____

1. EMPLOYEE NAME: _____

DEPARTMENT: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: (____) _____

2. CONFLICT OF INTEREST STATEMENT

I understand that no public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. FSS 112.313 (7)(a)

3. CERTIFICATION:

This statement is submitted by:

Name (Please Print)

Signature

Date

Exhibit 3

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name (Please Print)

Bidder's Signature

Date

Exhibit 4

BID REQUEST / RFP REQUEST

Department: _____ Requesting Party: _____ Extension: _____

Item/Description of Work Summary:

Technical Specifications Attached: Yes / No (must be submitted electronically in word or excel)

Technical documents must be in word in one file, no logos

Bid Reply, must be in excel and a separate file, no logos

Plans may be PDF but must be in one file, dated and numbered consecutively.

Replacement: Yes / No Budgeted Amount: _____

Any grant funds being used _____

If not budgeted, authorization from the Fire Chief is required.

KEY	OBJECT	PROJECT

Suggested bidders (Use separate sheet if necessary): These will be added to broadcast list.

Bidder Name	Address	Fax number	Contact Person

Reason for purchase or service:

Dept./Div. Head approval

Date

Exhibit 5

CONTRACT SIGN-OFF SHEET

District Contract # _____ Bid # _____ Assigned to: _____

Title: _____ Contractor: _____

Award Amount: \$ _____

Term of Contract: Starting Date: _____ Ending Date: _____

Encumbrance Required: Yes () No ()

Item was Budgeted: Yes () No ()

Expenditure from:	Key	Object	Project #

District Attorney: _____ /_____/_____
Signature Date

Comments: _____

Fire Chief: _____ /_____/_____
Signature Date

Comments: _____

Dept/ Div. Head Approval: _____ /_____/_____
Signature Date

Comments: _____

Finance: _____ /_____/_____
Signature Date

Comments: _____

Office of the Clerk Treasurer has received and completed all requested changes.

Attached are the final Contract documents.

Clerk Treasurer Confirmation: _____ /_____/_____
Signature Date

Exhibit 6

St. Lucie County Fire District

AGENDA REQUEST



DATE: _____

TO: _____

FROM: _____

SUBJECT: _____

Background:

Previous actions:

Recommendation:

Board Action: *Approved* *Disapproved* *Revised*

Coordination:

Administration Attorney Finance Fire Chief
 Operations Purchasing IT

“Our Family Serving Yours”

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