INTERNAL SERVICES DEPARTMENT

Procurement Guidance Document and Best Practices Manual

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Prepared By

Miami-Dade County
Internal Services Department
Strategic Procurement Division

Please contact us at 305-375-5289 if you have any questions. Our website also provides valuable information and resources for staff, vendors and other governmental entities.
Our web address is: http://www.miamidade.gov/procurement

PREFACE

This Procurement Guidance Document and Best Practices Manual (Manual) consolidates Miami-Dade County (County) procurement policies, procedures and guidelines The Manual along with Federal and State guidelines, the procurement policies adopted by the County's Board of County Commissioners (Board), Implementing Orders (IO), Administrative Orders (AO), and the corresponding guidelines issued by the Internal Services Department (ISD) Director and the Chief Procurement Officer (CPO) are a guide to the County's procurement process for procurement staff, client department liaisons and project managers, governmental entities, and the South Florida vendor community. The Manual is further intended to serve as a living document, and will be updated as public procurement continues to evolve. The Manual is divided into nine sections, which encompass the entire procurement cycle, and serve as a supplement to sound business acumen in public procurement and contracting.

CHANGES TO THE PROCUREMENT MANUAL

Only the Board may make changes to the County's procurement policies. Only the ISD Director and/or CPO may make changes to the procedures and guidelines. Changes in Federal (particularly, changes to the Federal Regulations 2 CFR Part 200, Uniform Guidance, and to the Federal Transit Administration's FTA Circular 4220.1F and Master Agreement), State and/or local laws, and/or other governing regulations and best practices may require deletions, corrections, or additions to this Manual. Proposed deletions, corrections, or additions to the Manual should be sent to the CPO for consideration. The CPO will coordinate as necessary with the appropriate individuals or offices to incorporate the proposed deletions, corrections, or additions to the Manual.

This document is subject to all legal requirements contained in the applicable County Ordinances, Administrative/Implementing Orders, and Resolutions, as well as all applicable State Statutes and Federal Regulations. Where conflict exists between this document and these legal requirements, the authority shall prevail in the following order: Federal, State and local. Also, where there appears to be a conflict between any of the Sections in the Manual, the order of precedence shall be:

1. Section 8 Legislation, Policies, and Directives
2. Section 6 Miami-Dade Procurement Manual for Federally Funded Purchases
3. Section 5 Miami-Dade Compliance to Federal Procurement Requirements
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SECTION 1 PURPOSE AND SCOPE

1.1 **Introduction to County Procurement.** Section 1 sets forth the general procurement policy guidance and requirements that govern and affect County procurement, programming/operational activities, legal sufficiency reviews, and the conduct of personnel engaged in those activities. It is the intent of the Manual to support procurement staff, County departments, governmental entities, and the vendor community in:

a. Being fully aware of, and complying with, County procurement policies; and,
b. Effectively participating in the County's procurement process.

1.2 **Procurement Responsibility and Authority.** ***Sections 1.01 and 5.01 of the Home Rule Charter of Miami-Dade County, Section 2.8-1 of the Code of Miami-Dade County, Contracts and Purchases Generally, as well as I.O. 3-38 Master Procurement Implementing Order,*** as amended, provide for the procurement of goods and services under full and open competition, unless it meets specific criteria and is determined not to be in the best interest of the County. Policies related to the acquisition of professional services governed by Florida Statute 287.055 are covered under a separate guide and are outside the scope of this document.

1.3 **Procurement Regulations Background.** The County's Procurement Policies, as defined in this Section, establish the broad framework for its Procurement Procedures. The Procurement Guidelines are developed and implemented by the ISD Director and the CPO.

1.4 **References to Federal Regulations, State Statutes, and County Code.** References in the County's Procurement policies to all federal regulations, state statutes, County Code, circular, and/or other guidance, shall be deemed to include any revision, amendment, or replacement therein, effective after the date of the adoption of the Policy by the federal government, State, or Board.

1.5 **Board of County Commissioners (Board).** The Board is responsible for approving procurement policies; deviations thereof; authorizing limited contracting authority to the County Mayor (Mayor) to initiate, award, renew and modify procurements; authorizing the Mayor to recommend competitive actions or other appropriate action to the Board; and further authorizing the Mayor to delegate limited contracting authority.

1.6 **County Mayor.** The Mayor is responsible for authorizing the initiation, solicitation, evaluation, negotiation, award, renewal, and modification of procurements consistent with the Board's approved delegated authority; authorizing the further delegation of limited contracting to the ISD Director to initiate, award, renew and modify procurements; and further authorizing the delegation of non-competitive recommendation actions to the ISD Director.

1.7 **Internal Services Department (ISD) Director.** The ISD Director, through the Strategic Procurement Division (SPD) is responsible for authorizing the initiation, solicitation, evaluation, negotiation, award, renewal, and modification of solicitations consistent with the Mayor's approved delegated authority; for developing and issuing procurement guidelines and procedures to implement Board procurement policies; establishing a system to select, recommend, appoint, and delegate authority to the Chief Procurement Officer, and bringing the greatest value to the County through fairness, integrity, competition and community inclusion.

1.8 **Chief Procurement Officer.** The Chief Procurement Officer (CPO) serves as a full participatory member of the ISD Executive Leadership Team, and is responsible for fostering full and open competition and appointing and managing qualified procurement professionals that will carry out ISD's mission.

1.9 **County Attorney's Office.** The County Attorney's Office (CAO), in accordance with Section 2-8.4, Protest Procedures, of the Code of Miami-Dade County and I.O. 2-13, Guidelines and Procedures Regarding Legal Opinions with Respect to the County Competitive Processes, provides legal counsel and opinions regarding any County procurement process, to the Mayor, or Mayor's designee, to include to the ISD Director, Chief Procurement Officer, Procurement Contracting Officers and others involved in the competitive process; assigning a cognizant attorney for each applicable procurement, as applicable; ensuring consistency with all applicable laws and regulations, and rendering appropriate legal review at all applicable phases of a procurement.

1.10 **Guiding Principles and Values of County Procurement.**

1.10.1 **Accountability**

Being responsible to the County, our client departments, vendor community and residents for our actions and work product is essential to preserving the public trust and protecting the public interest.

a. Apply sound business judgment;
b. Be knowledgeable of and abide by all applicable laws and regulations;
c. Be responsible stewards of County funds;
d. Maximize competition to the greatest extent practicable;
e. Promote effective, economic, and efficient acquisition; and
f. Use procurement strategies to optimize value to the County and our customers.

1.10.2 **Ethics**

Acting in an ethical manner is essential to preserving the public's trust.

a. Act and conduct business with honesty and integrity, avoiding even the appearance of impropriety;
b. Maintain consistency in all processes and actions; and
c. Abide by Section 2-11.1 of the Code of Miami-Dade County, Conflict of Interest and Code of Ethics, and the National Institute of Governmental Purchasing (NIGP) Code of Ethics

1.10.2.1 **Impartiality**

Unbiased decision making and actions are essential to fairness.

a. Be open, fair, impartial, and non-discriminatory in all procurements; and
b. Treat vendors equitably, and without imposing unnecessary constraints.

1.10.2.2 **Professionalism**

Maintain high standards of job performance and ethical behavior.

a. Continually contribute value to the organization;
b. Continually develop as a professional through education, mentorship, innovation, and partnerships; and
c. Develop, support and promote the highest professional standards in all procurements.

1.10.2.3 **Service**

Always seek to assist our client departments.

a. Be a resource and partner to our clients;
b. Develop and maintain relationships with clients; and
c. Maintain a customer service focus while meeting the needs of the County.

1.10.2.4 **Transparency**

Policies and procedures that are accessible and understandable to demonstrate the responsible use of public funds.

a. Maintain current and complete policies, procedures and records; and
b. Provide timely access to procurement policies, procedures and records.

1.11 **Competitive Process.** ISD serves as the central procurement agency for County government and is tasked with fostering full and open competition issuing solicitations and preparing contracts on behalf of most County departments. In this capacity, and pursuant to Implementing Order 3-38-Master Procurement and Administrative Order 3-39-Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, ISD, through its Strategic Procurement Division (SPD) shall conduct procurements using full and open competition consistent with the standards set forth herein and in the applicable federal regulations, state statutes and County code geared towards yielding best value. ISD/SPD's objective is to provide the County with goods and services in the most cost effective manner, through procurement professionals trained to determine the appropriate acquisition method, assuring effective market research, enhancing contracting opportunities for small and disadvantaged business entities, scrutinizing requests for non-competitive actions, and challenging specifications and scope of services to ensure no artificial barriers limit competition.

1.12 **Partially or Fully Federally Funded Acquisitions.** The Uniform Guidance prohibits solicitations that contain features that unduly restrict competition. In conducting procurements that use federal funds, ISD-SPD shall use procedures and methods conducive to full and open competition, include required federal forms and language in the solicitation, and take into account and give effect to competition requirements that

are contained in any regulation, statue or guidance that applies to grant funds used in the procurement, including but not limited to the following, as applicable:

a. Federal Transit Administration ("FTA") enabling legislation, 49 U.S.C. § 5325(a) (FTA grant recipients to conduct all procurements financed under 49 U.S.C. Chapter 53 in a manner that provides full and open competition.
b. FTA Circular 4220.1F (as may be amended and revised by the FTA)
c. The U.S. Department of Transportation Federal Transit Administration Master Agreement
d. Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers.
e. The Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327, et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
f. The Federal Fair Labor Standards Act, 29 U.S.C. s. 201, et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
g. The Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
h. The mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, P.L. 94-163.
i. Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
i. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
j. CFR pt. 180 and 2 CFR pt. 3000. The vendor shall verify that none of the vendor, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
k. All applicable requirements in 2 CFR, Part 200, 200.317-200.326 Procurement Standards.
l. All applicable requirements in 2 CFR, Part 200, 200.333-200.337 Records Retention and Access.
m. Pursuant to 2 CFR, Part 200.318(i) (1), ISD-SPD and client departments will maintain records sufficient to detail the history of partially or fully federally funded procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. Further, ISD-SPD and client departments will comply with all applicable requirements in 2 CFR, Part 200, 200.333-200.337 Records Retention and Access, incorporated hereby by reference.

n. Pursuant to 2 CFR, Part 200.318(j) (1), the County may use a time and materials type contract for partially or fully federally funded acquisitions only after a determination has been made that no other contract type is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the County is the sum of: the actual cost of materials; and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the County will assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls. A high degree of scrutiny is required from the County during performance in order to provide reasonable assurance that efficient methods and cost controls are used by the contractor.

o. Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

p. Pursuant to FTA C4220.1F, IV, 2.b.(5)(b).1.2., the County may not use FTA assistance to make payments to a third party contractor before the contractor has incurred the costs for which the payments would be attributable. Apart from advance payments that are customary, as discussed further, FTA does occasionally make exceptions to its advance payment prohibitions, if the recipient can provide sound business reasons for doing so and has obtained FTA's advance written concurrence. A recipient that seeks to use FTA assistance to support advance payments should contact the regional office administering its project to obtain FTA concurrence.

- Adequate Security for Advance Payments. FTA recognizes that advance payments may be needed for certain costs supported by sound business judgment. Adequate security for the advance payment is an essential pre-condition to FTA's concurrence in the use of FTA or local share funds.
- Customary Advance Payments. FTA recognizes that advance payments are typically required for, but are not limited to, public utility connections and services, rent, tuition, insurance premiums, subscriptions to publications, software licenses, construction mobilization costs, transportation, hotel reservations, and conference and convention registrations. Accordingly, the County may use FTA assistance to support or reimburse the costs of such acquisitions. FTA concurrence is required only when such advance payment or payments customarily required in the marketplace exceed $100,000.

In summary, if there are sound business reasons justifying the advance payment and adequate security for the payment, FTA will generally concur in a written request for an exception.

q. Pursuant to FTA C4220.1F, IV, 2.b.(5)(c), the County may use FTA assistance to support progress payments provided the County obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested. Progress payments are payments for contract work that has not been completed.

1. Adequate Security for Progress Payments. Adequate security for progress payments may include taking title or obtaining a letter of credit or taking equivalent measures to protect the recipient's financial interest in the progress payment. Adequate security should reflect the practical realities of different procurement scenarios and factual circumstances. FTA acknowledges the practical reality that taking title to work in progress may not be desirable in some circumstances. The recipient should always consider the costs associated with providing security (for example, the recipient may need to acquire bonds or letters of credit in the commercial marketplace) and the impact of those costs on the contract price, as well as the consequences of incomplete performance.

2. Adequate Documentation. Sufficient documentation is required to demonstrate completion of the amount of work for which progress payments are made.

3. Percentage of Completion Method. The Common Grant Rules requires that any progress payments for construction contracts be made on a percentage of completion method described therein. The recipient, however, may not make progress payments for other than construction contracts based on this percentage method.

r. In accordance with FTA C4220.1F, VII,3.a, the County is charged with the responsibility of evaluating and resolving third party contract disputes. If the County intends to request FTA's permission to use Federal assistance to support payments to a third party contractor to settle a dispute, or intends to request increased Federal assistance for that purpose, the County's responsibilities are as follows:

(1) Notify FTA. FTA expects the County to provide the following information in connection with third party contract disputes in which it is involved:

(a) Subjects. A list of disputes involving third party contracts and potential third party contracts that:

1 Have a value exceeding $100,000,
2 Involve a controversial matter, irrespective of amount, or
3 Involve a highly publicized matter, irrespective of amount.

(b) Details. The following information about each dispute:

1 A brief description of the dispute,
2 The basis of disagreement, and
3 If open, how far the dispute has proceeded, or
4 If resolved, the agreement or decision reached, and
5 Whether an appeal has been taken or is likely to be taken.

(c) When and Where. The County should provide this information:

1 In its next quarterly Milestone Progress Report, and

2 At its next Project Management Oversight review, if any.

(d) FTA Officials to Notify. FTA also encourages the recipient to keep its FTA project manager informed about disputes with which it is involved. In particular, the recipient should contact its project manager about any unusual activity.

(2) Adequate Documentation. FTA expects the recipient to include adequate documentation in its project files of the facts, events, negotiations, applicable laws, and a legal evaluation of the likelihood of success in any potential litigation involving the dispute as may be needed to justify FTA's concurrence in any compromise or settlement, should FTA concurrence become necessary.

(3) Audit. An audit can help the recipient demonstrate that any settlement costs, if incurred, are necessary, reasonable, adequately documented, and appropriate for FTA support. The recipient should consider conducting or obtaining a formal audit to substantiate each part of a large contract dispute before entering into a settlement. The audit should be conducted in accordance with "Generally Accepted Auditing Standards" as defined by the American Institute of Certified Public Accountants. FTA also encourages the recipient to undertake an audit or similar analysis before settlement of a small dispute.

s. In accordance with FTA C4220.1F, VII, 4.a, the County is responsible for evaluating and resolving third party contract claims and litigation resulting from a contractor's violation, default, or breach of its third party contracts with recipients of Federal assistance. The County is also responsible for resolving any claims and litigation the contractor may present against it. Due to FTA's financial interest in the settlement of third party contract claims and litigation, and concerns about matters with significant policy consequences to the Federal Government, FTA expects the County to:

(1) Notify FTA. FTA expects the County to provide the following information in connection with third party contract claims and litigation with which it is involved.

(a) Subjects. A list of claims and litigation involving third party contracts and potential third party contracts that: have a value exceeding $100,000, involve a controversial matter (irrespective of amount), or involve a highly publicized matter (irrespective of amount).

(b) Details. The following information about each claim or lawsuit: a brief description of the claim or litigation, the basis of disagreement, and, if open, how far the claim or litigation has proceeded, or, if resolved, the decision or agreement reached, and whether an appeal has been or is likely to be taken.

(c) When and Where. The County should provide this information in its next quarterly Milestone Progress Report, and at its next Project Management Oversight review, if any.

(d) FTA Officials to Notify. FTA also encourages the recipient to keep its FTA project manager informed about claims and litigation with which it is involved. In particular, the recipient should contact its project manager about any unusual activity.

(2) Legal Rights and Remedies. In resolving third party contract claims, FTA expects the recipient to take reasonable measures to pursue its rights and remedies available under law, including settlement, particularly if failure to do

so would jeopardize the Federal interest in the project or cause the recipient to seek additional Federal assistance.

t. In accordance with FTA 49 CFR, § 663.31 – 663.33 Post-delivery audit requirements, a recipient purchasing revenue service rolling stock with FTA funds must ensure that a post-delivery audit under this part is complete before title to the rolling stock is transferred to the recipient. Accordingly, the client department will conduct post delivery audits in accordance with the following:

§ 663.33 Description of post-delivery audit. A post-delivery audit under this part includes:

(a) A post-delivery Buy America certification as described in § 663.35 of this part;

(b) A post-delivery purchaser's requirements certification as described in § 663.37 of this part; and

(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in § 663.41 or § 663.43 of this part.

§ 663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that:

(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or

(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:

(1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and

(2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.

§ 663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that:

(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall:

(1) Provide accurate records of all vehicle construction activities; and

(2) Address how the construction and operation of the vehicles fulfills the contract specifications.

(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.

(c) For procurements of:

(1) Ten or fewer buses; or

(2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or

(3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications. [56 FR 48395, Sept. 24, 1991, as amended at 71 FR 14118, Mar. 21, 2006]

§ 663.39 Post-delivery audit review.

(a) If a recipient cannot complete a post-delivery audit because the recipient or its agent cannot certify Buy America compliance or that the rolling stock meets the purchaser's requirements specified in the contract, the rolling stock may be rejected and final acceptance by the recipient will not be required. The recipient may exercise any legal rights it has under the contract or at law.

(b) This provision does not preclude the recipient and manufacturer from agreeing to a conditional acceptance of rolling stock pending manufacturer's correction of deviations within a reasonable period of time.

Section 6 Miami-Dade Procurement Manual for Federally Funded Purchases provides detailed guidance for federally funded acquisitions.

1.13 **Restrictions for Not Using Full and Open Competition in Procurement**. Under certain circumstances, it may be necessary to conduct a procurement using a method other than full and open competition. County procurement staff and client departments shall strictly comply with all legislation, guidelines, and restrictions regarding procurement conducted not using full and open competition, or when limiting or excluding sources of supply.

1.14 **Prohibition of Provisions within Solicitations that Unduly Restrict Competition.** ISD-SPD shall not include in a solicitation any feature that unduly restricts competition. Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

a. **Excessive Qualifications.** Imposing unreasonable, unnecessary, unclear, or unsupported vendor or product requirements**.**

b. **Unnecessary Experience.** Imposing unnecessary, arbitrary, or unsupported vendor experience requirements.

c. **Improper Vendor Prequalification Criteria.** Using prequalification criteria that conflict with the prequalification standards described in the County's Procurement policies.

d. **Excessive Bonding.** Requiring bonding that exceeds industry standards or the requirements described in state or local law.

e. **Brand Name Only.** Specifying only a "brand name" product without allowing "an equal" product, or allowing "an equal" product without listing the salient characteristics that the "equal" product must meet to be acceptable.

f. **Collusion.** Supporting or concealing noncompetitive pricing practices between firms or between affiliated companies. Questionable practices include, price fixing, or an unnatural pattern of awards that had the cumulative effect of apportioning work among a fixed group of bidders or proposers.

g. **Arbitrary Action.** Taking any arbitrary action in the procurement process.

h. **Excessively Detailed Specifications or Qualifications.** Development of specifications, qualifications, or evaluation criteria which unnecessarily favor a particular vendor.

1.15 **Legal Review by the County Attorney's Office (CAO).** The CAO shall be responsible for ensuring appropriate legal review at all appropriate steps of the procurement process, including: approving the final draft of solicitations, as requested by the CPO; making all non-responsiveness determinations; and approving all agreements as to legal sufficiency. The CPO ensures that procurement personnel seek the involvement of the CAO at appropriate junctures.

1.16 **Use of Manual.** The CPO, shall create and maintain a manual (guidance document) to be used by County procurement personnel, and client department liaisons and project managers to ensure: procurement policies, procedures and processes are followed; all relevant considerations are taken into account in a procurement; and all components of the procurement files are assembled timely, and maintained in accordance with applicable federal, state, and/or local legislation.

1.17 **Procurement Training.** The CPO shall prepare and implement an annual training plan for ensuring that County procurement personnel, and client department liaisons and project managers understand and adhere to applicable procurement policies and procedures; and are fully trained to perform their duties with regard to County procurement.

1.18 **Dictionary.** This dictionary defines words and terms commonly used in these procedures, and were drawn from the most authoritative sources available.

Term	Definition
Accessing (*a.k.a. Piggybacking)*	A form of intergovernmental cooperative purchasing which extends the pricing and terms of a contract entered into by one government agency to other agencies. Generally, a larger agency will competitively award a contract that will include language allowing other agencies to utilize the contract which may be to their advantage in terms of pricing, thereby gaining economies of scale that they normally would not receive if they competed on their own.
Administrative Change	Means a written unilateral contract change, that does not affect the substantive rights of the parties (e.g., changes of address for submittals of documents, correction of typographical errors, etc.), and does not require a Supplemental Agreement/Modification.
Advanced Purchasing and Inventory Control System (ADPICS)	Refers to the County's mainframe "System of Records" for all Miami-Dade County procurements. The lifecycle of a procurement generally starts with the creation of a "Requisition" in ADPICS. All County contract allocations, purchase orders, and invoices are managed and approved in ADPICS. The system is complemented by FAMIS, the County's financial system used for processing vendor payments.
Approval, Authorization, Concurrence, Waiver	In accordance with FTA Circular 4220.1F, Approval, Authorization, Concurrence, Waiver means a deliberate written statement (transmitted in typewritten hard copy or in an electronic format or medium) of a Federal Government official authorized to permit the recipient to take or omit an action required by the Grant Agreement or Cooperative Agreement for the Project, Master Agreement, or the Circular, which action may not be taken or omitted without that permission. Except to the extent that FTA determines otherwise in writing, that approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions. An oral permission or interpretation has no legal force, authority, or effect.
Award Sheet	Refers to the summarized details of awarded County contracts and published on the internet as award sheets. The award sheets are created and updated in the e-Procurement system.

Term	Definition
Best Value	Describes a procurement method in which the County reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or prices. In accordance with FTA Circular 4220.1F, Best Value describes a competitive, negotiated procurement process in which the recipient reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price such that a recipient may acquire technical superiority even if it must pay a premium price. A "premium" is the difference between the price of the lowest priced proposal and the one that the recipient believes offers the best value. The term "best value" also means the expected outcome of an acquisition that, in the recipient's estimation, provides the greatest overall benefit in response to its material requirements. To achieve best value in the context of acquisitions for public transportation purposes, the evaluation factors for a specific procurement should reflect the subject matter and the elements that are most important to the recipient. While FTA does not mandate any specific evaluation factors, the recipient must disclose those factors in its solicitation. Evaluation factors may include, but are not limited to, technical design, technical approach, length of delivery schedules, quality of proposed personnel, past performance, and management plan. This definition is intended neither to limit nor to dictate qualitative measures a recipient may employ, except that those qualitative measures must support the purposes of the Federal public transportation program.
Bid Bond	Means an insurance agreement, accompanied by a monetary commitment, by which a third party (surety) accepts liability and guarantees that a bidder will not withdraw its bid.
BidSync	Refers to the on-line bidding and notification system used by the County to solicit and receive solicitation responses electronically.
Bid Tracking System (BTS)	Refers to the web-based, highly customized procurement reporting system that supplements the functionalities of ADPICS. BTS captures and maintains details and operational functionalities that are not available in ADPICS.
Bid Waiver (BW)	The procurement of a good or service without formal competitive bidding.
Board *(a.k.a. BCC)*	Miami-Dade County's Board of County Commissioners is established and governed In accordance with the Home Rule Amendment, Article VIII, Section 11, State of Florida Constitution.
Bidder	Means one who submits a response to an ITB or ITQ
Bilateral Contract Modification	Means a written alteration in scope, specifications, delivery, period of performance, price, quantity or other provisions of the contract which is mutually agreed to by the contractor and the County; also referred to as a Supplemental Agreement / Modification.

Term	Definition
Brand Name	Means a name of a product or service that is limited to the product or service produced or controlled by one private entity or by a closed group of private entities. Brand names may include trademarks, manufacturer names, or model names/numbers that are associated with only one manufacturer.
Cardinal Change	In accordance with FTA Circular 4220.1F, Cardinal Change means a major deviation from the original purpose of the work or the intended method of achievement, or a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract. More specifically, in accordance with FTA Circular 4220.1F, V,7. b.(2) a cardinal change is a significant change in contract work (property or services) that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change. Such practices are sometimes informally referred to as "tag-ons." A change within the scope of the contract (sometimes referred to as an "in-scope" change) is not a "tag-on" or cardinal change.
Change Order	In accordance with FTA Circular 42201F, Change Order means an order authorized by the recipient directing the contractor to make changes, In accordance with contract provisions for such changes, with or without the consent of the contractor.
Client/User Department *(a.k.a. User Agency/Procuring Entity/Programming Office)*	Refers to individual, department, or entity with whom procurement professionals consult and collaborate in procuring a desired or required good or service. The client may also be the end user.
Collusion	Means when two or more parties act together secretly to achieve a fraudulent or unlawful act. May manifest itself in the form of bid collusion when bidders secretly agree to unlawful practices regarding competitive bidding.
Competitive Selection Committee (CSC) *(a.k.a. Evaluation Committee)*	A committee appointed by the County Mayor to conduct evaluation of proposals, accept oral presentations, as necessary, and submit the results of the evaluation to the County Mayor or designee with its recommendation during the solicitation process for a specific product or service. Refer to Implementing Order 3-34 Formation and Performance of Selection Committees
Cone of Silence	Any communication regarding a particular solicitation between potential bidders/proposers on County solicitations, the County's professional staff and the Board of County Commissioners is limited and requires documentation of communications. Refer to Section 2.11(t) of the County Code.
Confirmation Purchase *(a.k.a. Unauthorized Procurement)*	Means the ratification of an unauthorized purchase by a user department that is not in compliance with the County's policies and procedures.

Term	Definition
Consumer Price Index (CPI)	Refers to a measure of changes in the average price of consumer goods and services. A price index constructed monthly by the U.S. Bureau of Labor Statistics that provides a statistical measure of the average change in prices in a fixed market basket of goods and services. It is frequently called a cost-of-living index.
Constructive Change	In accordance with FTA Circular 42201F, Constructive Change means an act or omission by the recipient that, although not identified by a "change order," does in fact cause a change in the contract work.
Contract	Means an agreement between parties with binding legal and moral force, usually exchanging goods or services for money or other consideration. The essential elements of a contract are an offer and an acceptance of that offer; the capacity of the parties to contract; consideration to support the contract; a mutual identity of consent; legality of purpose; and definiteness. In accordance with FTA Circular 42201F, Contract means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the recipient to expenditure and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, *et seq*.
Contract Administration	Means the post-award administration of the contract to ensure compliance with the terms of the agreement by both the contractor and the client department. Typical contract administration activities are goal oriented, aimed at ensuring enforcement through such actions as: modification to the contract, evaluating performance and progress, negotiations and contract closeout.
Contract Close Out	Means the administrative process generally conducted by the Procurement Contracting Officer and the Project Manager, whereby it is established that the work under a contract has been completed and all required deliverables have been inspected and accepted.
Contract File	Means the file containing contract documentation, maintained by the Contracting Officer. It reflects the basis for acquisition and the award, the assignment of contract management and responsibilities, and any subsequent actions taken by the Contracting Officer.
Contractor	Refers to a business entity or individual that receives any award of a contract from the County.

Term	Definition
Cooperative Agreement	In accordance with FTA Circular 42201F, Cooperative Agreement means an instrument by which FTA awards Federal assistance to a specific recipient to support a particular project in which FTA takes an active role or retains substantial control, as described in 31 U.S.C. Section 6305.
Design Build Project	In accordance with FTA Circular 42201F, Design-Build Project, as defined in 49 U.S.C. Section 5325(d)(1), means (1) a project under which a recipient enters into a contract with a seller, firm, or consortium of firms to design and build a public transportation system, or an operable segment of such system, that conforms to specific performance criteria; and (2) may include an option to finance, or operate for a period of time, the system or segment or any combination of designing, building, operating, or maintaining such system or segment. Apart from the definition at 49 U.S.C. Section 5325(d)(1), a "design-build project" also means a construction project under which a recipient enters into a contract with a seller, firm, or consortium of firms both to design and construct a public transportation facility that is the subject of the project.
Designated Purchase	Means when a procurement through the use of formal sealed bids is not practicable, including, but not limited to: (i) sole source purchases, (ii) services where no competition exists such as public utility services, (iii) where purchases or rates are fixed by law or ordinance, (iv) unique professional or artistic services <u>not</u> governed by the Consultants' Competitive Negotiations Act, section 287.055, Florida Statutes, (v) procurements of goods and services necessary to address an emergency, or where additional formal competition would not be practicable and (vi) solicitations where only a single proposer has responded to a competitive solicitation but such response contains material defects and the County still desires to enter into a contract with such proposer.
Electronic Commerce (E-Commerce)	In accordance with FTA Circular 42201F, Electronic Commerce (E-Commerce) consists of electronic techniques for accomplishing business transactions including electronic mail or messaging, World Wide Web internet technology, electronic bulletin boards, purchase cards, electronic funds transfer, electronic signatures, and electronic data interchange.
Emergency Purchase (Declaration of)	Means an unforeseen or unanticipated situation (i.e., natural disaster, epidemic, riot, equipment failure or destruction, or other reason determined by a Department Director) which creates an urgent and immediate need for goods or services when the protection of life, health, safety or welfare of the community or the preservation of public properties would not be possible using normal procurement procedures.
FAA	Means the Federal Aviation Administration of the United States which is an agency of the United States Department of Transportation with powers to regulate all aspects of civil aviation.

Term	Definition
FTA	Means the Federal Transit Administration, an agency within the United States Department of Transportation.
Force Account	In accordance with FTA Circular 42201F, Force Account means the recipient's own labor forces and equipment, as discussed in the Circular in the context of performing project work.
Grant	In accordance with FTA Circular 42201F, Grant means the instrument by which FTA awards Federal assistance to a specific recipient to support a particular project in which FTA does not take an active role or retain substantial control, as described in 31 U.S.C. Section 6304.
Invitation to/for Formal Bid (ITB/IFB)	Means the competitive process used to solicit sealed bids for formal purchases of any amount. It is used when the required specifications are clearly and completely defined. Price is the basis for award.
Invitation to Quote (ITQ)	Shall refer to the solicitation of quotes from a Pool of Prequalified Vendors, small purchase order, or additional items on an established contract, for specific goods and/or services; and awarded based on lowest price, or other quantifiable criteria.
Joint Venture	An association of two or more individuals, partnerships, corporations or other business entity formed to carry out a specific business activity or project, with both sharing profits or losses, in which they combine their property, capital, efforts, skills, and knowledge in response to a solicitation. The association is limited in scope and duration.
Joint Procurement	In accordance with FTA Circular 42201F, Joint Procurement (sometimes informally referred to as "cooperative procurement") means a method of contracting in which two or more purchasers agree from the outset to use a single solicitation document and enter into a single contract with a vendor for delivery of property or services in a fixed quantity, even if expressed as a total minimum and total maximum. Unlike a State or local government purchasing schedule or contract, a joint procurement is not drafted for the purpose of accommodating the needs of other parties that may later choose to participate in the benefits of that contract. FTA recognizes that some will use the term "cooperative procurement" informally to refer to arrangements that the FTA designates as "joint procurement." FTA also recognizes that this may cause confusion with the very different arrangements for the U.S. General Services Administration's (GSA) "Cooperative Purchasing Program" and with similar State or local government purchasing programs that the State or local government might refer to as "cooperative."
Legacy Procurement	Means the procurement of goods and services where competition is unavailable, impractical or constrained as a result of the need to continue to operate an existing County system which may not be replaced without substantial expenditure.

Term	Definition
Licenses	A legal instrument granting permission to do a particular thing, exercise a certain privilege, carry on a particular business, or pursue a certain occupation. When granted by an appropriate government body, licenses are permits allowing a person, firm, or corporation to pursue some occupation or business, subject to regulation.
Liquidated Damages	Damages, usually in the form of a monetary payment, agreed by the parties to a contract, which are due and payable by the party who breaches all or part of the contract. Liquidated Damages may be applied on a unit of time basis for as long as the breach is in effect, but not be imposed as an arbitrary penalty. The key to establishing liquidated damages is reasonableness.
Local Government	In accordance with FTA Circular 42201F, Local Government means a county, municipality, city, town, township, local public authority (including any public and Indian housing agency under the United States Housing Act of 1937) school district, special district, intrastate district, council of governments (whether or not incorporated as a nonprofit corporation under state law), any other regional or interstate government entity, or any agency or instrumentality of a local government. This term does not include a local public institution of higher education.
Market Research	Refers to the process of collecting and analyzing information about capabilities within the market for a good or service to satisfy the County's needs. The results of market research are used to determine the most suitable approach to acquiring, distributing, and supporting goods and/or services.
Master Agreement	In accordance with FTA Circular 42201F, Master Agreement means the FTA document incorporated by reference and made part of FTA's standard grant agreements and cooperative agreements, that contains the standard terms and conditions governing the administration of a project supported with Federal assistance awarded by the FTA.
Material Change	Means a major variance, change, deviation or substitution taken to specifications by a bidder/proposer that provides a substantial advantage or benefit not enjoyed by others.
Minor Irregularity	A variation from the solicitation that does not affect the price or other material term of the contract or does not give a vendor an advantage or benefit not enjoyed by other vendors, or does not adversely impact the interest of the County.
Modification	In accordance with FTA Circular 42201F, Modification means any written change to the terms of a contract.
National Institute of Governmental Purchasing (NIGP)	A national, membership-based, non-profit organization providing support to professionals in the public sector procurement profession.
Negotiation	Means a procedure that includes the receipt of proposals, and permits discussion and bargaining between two or more parties seeking to reach a mutually satisfactory agreement among all.

Term	Definition
Non-Competitive Acquisition	Means any procurement made without using the competitive bidding process. This occurs when competition is not available, is not practicable, or when it is determined to be in the best interest of the County.
Performance Bond	Means an instrument executed, subsequent to award, by the awarded bidder/proposer that protects the County from loss due to the bidder's/proposer's inability to complete the contract as agreed.
Pool of Prequalified Vendors	Shall refer to an established group of business entities determined by the County as meeting the minimum standards of business competence, financial ability, and specific goods and/or services requirements for placement on a Pool of Prequalified Vendors for the purchase of a specific commodity, commodity groups, or services, and who may participate in price or value competitions at the time of need.
Procurement	Refers to the sourcing activities, negotiation and strategic selection of goods and services that are usually of importance and at the core of any organization's corporate strategy. Procurement is the complete process or a cradle to grave approach.
Procurement Contracting Manager (PCM)	Means a public procurement managerial employee with the delegated authority to act for and on behalf of the County in certain areas.
Procurement Contracting Officer (PCO)	Means a public procurement professional employee responsible for acquisition and award activities, as well as post-award administration of the contract.
Procurement File	Means the file containing documentation which details the history of the procurement through award of the contract. It includes, at a minimum the rationale for the method of procurement, the selection of the contract type, the reasons for selection or rejection of the contractor, and the basis for the contract price.
Project Administration (PA)	Refers to the e-Procurement system developed by the County which provides for an electronic review and approval process for certain actions.
Project Manager	Means the County Mayor or the duly authorized representative designated to manage a project/program.
Property	In accordance with FTA Circular 42201F, Property, as used in the Circular, includes real property consisting of land and buildings, structures, or appurtenances on land, equipment, supplies, other expendable property, intellectual property, and intangible property
Proposer	Means the business entity/individual who submits a proposal in response to an RFP/RFQ.

Term	Definition
Protest	Means a written objection by an interested party to any of the following with the intention of receiving a remedial result.: (i) a solicitation or other request by the County for offers for a contract for the procurement of property or services; (ii) the cancellation of solicitation or other request; (iii) an award or proposed award of the contract; and (iv) a termination or cancellation of an award of the contract, if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.
Public Private Partnership (P3)	Means a contractual arrangement between the County and a Private Entity to design, build, finance, operate, and/or maintain public improvement by the Private Entity with the public improvement remaining in County Ownership and control or reverting to County control at the end of the contract term.
Public Transportation	In accordance with FTA Circular 42201F, Public Transportation means transportation by a conveyance that provides regular and continuing general or special transportation to the public, but does not include school bus, charter, sightseeing, or intercity bus transportation, or intercity passenger rail transportation provided by the entity described in 49 U.S.C. Chapter 243, AMTRAK, (or a successor to such entity).
Purchasing	The organized acquisition of goods and services on behalf of the buying entity.
Recipient	In accordance with FTA Circular 42201F, Recipient means the public or private entity to which FTA awards Federal assistance through a grant, cooperative agreement, or other agreement. The recipient is the entire legal entity even if only a particular component of the entity is designated in the document through which FTA has awarded the Federal assistance. The term “recipient” includes “grantee,” which is a “recipient” of Federal grant assistance. The term “recipient” also includes each member of a consortium, joint venture, team, or partnership awarded FTA assistance through a grant, cooperative agreement, or other agreement. For the purposes of the Crcular, “recipient” also includes any subrecipient or subgrantee of the recipient. Furthermore, a recipient is responsible for assuring that each of its subrecipients complies with the applicable requirements and standards of this circular, and that each of its subrecipients is aware of the Federal statutory and regulatory requirements that apply to its actions as a subrecipient. Neither a third party contractor nor a third party subcontractor is a “recipient” for purposes of the Circular.
Records Retention	An established timetable for maintenance and destruction of purchasing records, based on administrative, historical, and legal requirements.

Term	Definition
Registered Vendor	Refers to a business entity or individual that has completed the Miami-Dade County Business Entity Registration process via the County's online Vendor Portal and has satisfied all requirements to enter into a business agreement(s) with the County.
Request for Information (RFI)	Means a non-binding procurement method used to obtain comments, feedback, or reactions from potential vendors prior to issuing a solicitation. Generally, pricing or cost is not required. Feedback may include best practices, industry standards, licensing requirements, technology matters, etc.
Request for Proposals (RFP)	Means a committee-based procurement method used to solicit proposals from potential vendors for goods and services when the scope of work cannot be completely defined, but a specific solution is known. It includes a description of the desired results, criteria by which the proposals will be evaluated, and specifies the rating points for each criteria. Proposals are rated (i.e. scored) against the criteria; whereby price is usually not a primary evaluation factor. Provides for the negotiations of most terms, including price, prior to award.
Request for Qualifications (RFQ)	Means a committee-based procurement method used to solicit qualifications, obtain comments, feedback or reactions from potential vendors. It includes the scope of project, requirements to perform on the project and criteria against which the proposals will be judged. Generally, price or cost is not requested.
Request to Qualify (RTQ)	Means a non-binding procurement process used to obtain statements of the qualifications, willingness and capacity to supply specific goods and or services, experience, and/or past performance from vendors which are considered for the purpose of establishing a Pool of Prequalified Vendors (Pool) who may then be authorized to participate in future spot market competitions.
Responsible Bidder/Proposer	Means a business entity/individual who is fully capable to meet all the requirements of the solicitation. Must possess the full capability, including financial and technical, to perform as contractually required.
Responsive Bidder/Proposer	Means bidder's/proposer's unequivocal promise (as shown on the face of the response to the solicitation) to provide the items called for by the material terms of the solicitation. Its bid or proposal fully conforms in all material respects to the solicitation and all of its requirements, including all form and substance.
Revenue Contract / Revenue Generating Contract	Refers to contracts whose primary purpose is to generate revenue or to create business opportunities for the County. In accordance with FTA Circular 42201F, Revenue Contract means a contract in which the recipient or subrecipient provides access to public transportation assets for the primary purpose of either producing revenues in connection with a public transportation related activity, or creating business opportunities involving the use of FTA assisted property.

Term	Definition
Scope of Services/Scope of Work	Means a written description of the client department's needs and desired outcomes for the procurement, and becomes the basis for any resulting solicitation. The scope/statement is drafted by the client department.
Sole Source	Means a procurement method where only one vendor possesses the unique ability or capability to meet the particular requirements of the solicitation, thereby creating an inability for competition.
Specifications	Means a precise written description of the physical characteristics, quality, or desired outcomes of a commodity or service to be procured, which a vendor must be able to produce or deliver to be considered for award of a contract.
State or Local Government Purchasing Schedule or Purchasing Contract	In accordance with FTA Circular 42201F, State or Local Government Purchasing Schedule or Purchasing Contract means an arrangement that a State or local government has established with multiple vendors in which those vendors agree to provide essentially an option to the State or local government, and its subordinate government entities and others it might include in its programs, to acquire specific property or services in the future at established prices. These arrangements are somewhat similar to the GSA's Cooperative Purchasing Program available for Federal Government use. If, at a later date, the State or local government permits others to use its schedules, the State or local government might seek the agreement of the vendor to provide the listed property or services to others with access to the schedules. In the alternative the State or local government establishing the schedules might permit the vendor to determine whether or not it wishes to provide others the same contractual arrangement it affords the State or local government that has established the schedules. FTA recognizes that some will use the term "cooperative" in reference to these State and local programs, possibly because they are somewhat similar to GSA's "Cooperative Purchasing Program." These programs are distinct from "Joint Procurement" as defined in the Circular.
Third Party Contract	In accordance with FTA Circular 42201F, Third Party Contract refers to a recipient's contract with a vendor or contractor, including procurement by purchase order or purchase by credit card, which is financed with Federal assistance awarded by FTA.
Uniform Guidance	Means U.S. Office of Management and Budget (OMB) regulatory guidance, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," 2 CFR part 200. The Uniform Guidance applies to all Federal grants.

Term	Definition
Unsolicited Proposal	Refers to a private entity's submission of an unsolicited proposal to the County at any time, and must include: an initial application fee in an amount of $25,000; and must be handled in accordance with Section 255.064, Florida Statutes Section 2-8.1(k) of the Code of Miami-Dade County. In accordance with FTA Circular 42201F, Unsolicited Proposal means a proposal that is: (1) Innovative and unique, (2) Independently originated and developed by the offeror, (3) Prepared without the recipient's supervision, endorsement, direction, or direct involvement, (4) Sufficiently detailed that its benefits in support of the recipient's mission and responsibilities are apparent, (5) Not an advance proposal for property or services that a recipient could acquire through competitive methods, and (6) Not an offer responding to a recipient's previously published expression of need or request for proposals.
Value Engineering	In accordance with FTA Circular 42201F, Value Engineering means the systematic application of recognized techniques that identify the function of a product or service, establish a value for that function, and provide the necessary function reliably at the lowest overall cost. In all instances, the required function should be achieved at the lowest possible life-cycle cost consistent with requirements for performance, maintainability, safety, security, and aesthetics.
Vendor	Means a business entity or individual that provides goods and/or services.
Vendor Compliance Check *(a.k.a. Due Diligence)*	Refers to research and inquiry made into the performance, integrity and background of a business entity/individual prior to an award recommendation.
Vendor Outreach, Compliance & Support Services Section (VA)	Refers to the centralized unit within SPD responsible for managing the vendor registration process, and ensuring that firms are in compliance with the County's regulations, licenses, and other requirements. This section is also responsible for the inventory management of the division's capital equipment and office supplies, and document retention process. Members perform the quality assurance process for all procurement activities, coordinate public record requests, and conduct vendor outreach events. Members also work closely with Risk Management to ensure that vendors comply with insurance, bid and performance bond requirements.
Work Order Proposal Request (WOPR)	Means a solicitation issued to vendors in a prequalified pool that is evaluated and awarded based on best value rather than upon the lowest price.

SECTION 2 INTEGRITY AND INTERNAL CONTROLS

2.1 **Code of Ethics and Standards of Conduct.** ***Section 2-11.1 of the Code of Miami-Dade County*** establishes the County's Standards of Conduct and defines its policy on conflicts of interest, gratuities, outside employment, post-County employment restrictions and related matters. It is enforced by the County's Commission on Ethics and Public Trust, and applies to all County personnel, as defined in the aforementioned code.

2.1.1 **No-Gift Policy**. Notwithstanding any exceptions to gifts and compensation listed in the Code of Ethics and Standards of Conduct, ISD maintains a strict **"no-gift policy."** As such, ISD employees shall not solicit, accept, or demand any form of personal compensation or gift from any contractor, contractor's staff, vendor, and/or any entity, as defined in the Code of Ethics, at any time, in the performance of their official duties.

2.1.2 **Financial Disclosure Form.** All procurement personnel must ensure that they complete and submit the Form 1 Statement of Financial Interests on an annual basis to satisfy their financial disclosure obligation in accordance with Florida Statute 112.3145.

2.1.3 **Cone of Silence**. Any violation of these standards may be cause for disciplinary action, including dismissal, if appropriate.

2.2 **National Institute of Governmental Purchasing (NIGP) Code of Ethics.** As a guiding rule, County procurement professionals shall abide by the National Institute of Governmental Purchasing (NIGP) Code of Ethics, as imparted below.

NIGP believes, and it is a condition of membership, that the following ethical principles should govern the conduct of every person employed by a public sector procurement or materials management organization.

Seeks or accepts a position as head (or employee) only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization.

Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant.

Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served.

Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.

Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.

Believes that members of the NIGP and its staff should at no time, or under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions.

Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts.

Resists encroachment on control of personnel in order to preserve integrity as a professional manager. Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy and other protected characteristics.

Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically, without discrimination.

Subscribes to and supports the professional aims and objectives of the NIGP.

2.3 **Selection of Procurement Contracting Officers.** When selecting an individual to serve as a Procurement Contracting Officer, the CPO shall consider the following criteria:

a. Complexity and dollar value of the procurement to be assigned;
b. General experience, training, education, business acumen; judgment, character, and reputation;
c. Experience in public contracting and administration, commercial purchasing, or related fields;
d. Education or special training in business administration, law, accounting, engineering, or related fields;
e. Knowledge of applicable procurement laws, rules, and procedures, including the provisions of applicable Federal laws and regulations, and these procedures;
f. Specialized knowledge in particular contracting areas, such as information systems and technology, rail and bus equipment, and other specialties; and,
g. Satisfactory completion of procurement training courses pursuant to the level of Contracting Officer authority and professional certification required.

2.4 **Accountability Standards of Procurement Contracting Officers**. Procurement Contracting Officers have wide latitude to exercise business judgment, and therefore with great autonomy, comes great responsibility. The following criteria will be utilized in the evaluation of SPD professional procurement and contracting staff to assure accountability for proper performance of their duties:

a. Applies relevant rationale for the method of procurement.
b. Uses full and open competition, except where valid exception applies.
c. Creates a complete solicitation with appropriate clauses and evaluation criteria.
d. Avoids unduly restrictive products or services descriptions.
e. Assures that independent cost estimates have been performed prior to proposal submission.
f. Assures the absence of an organizational conflict of interest.
g. Works effectively with the client departments and County Attorney’s Office.
h. Performs appropriate cost/price analyses for contract awards and modifications.
i. Submits award recommendations only for responsive and responsible contractors.
j. Fully documents the procurement file.
k. Avoids out-of-scope modifications.
l. Performs cost/price analyses for modifications.

2.5 **Collaborative Procurement Management.** By and through this Manual, ISD-SPD hereby establishes a system of Collaborative Procurement Management pursuant to which all County personnel who participate in any way in the procurement process (i.e., Operations/Programming *(Client Department)*, ISD-SPD, and CAO) are charged with working in a coordinated manner, each taking ownership of and being accountable for the success of the procurement process and of individual procurements, to accomplish the following:

a. Facilitate efficient operations and avoid having procurement processes pose an impediment to getting the job done; and,

b. Ensure that all procurements conducted by the County comply with applicable procurement laws and procedures.

In no instance shall County personnel fail to comply with applicable laws and procedures in order to facilitate operations. It is essential that all County personnel cooperate fully in procurement planning and in the implementation of individual procurements to provide for full compliance while at the same time maintaining efficient operations. Personnel from Client Department Operations/Programming, ISD-SPD and CAO shall maintain the checks and balances that underlie their respective roles and are essential to the effective functioning of a procurement system and compliance with applicable laws and procedures.

SECTION 3 ACQUISITION PLANNING AND METHODS

3.1 **Advanced Acquisition Planning.** Pursuant to ***I.O. 3-38, Master Procurement Implementing Order***, a basic purpose of ISD-SPD is to maintain formal plans regarding procurements in advance of issuing the solicitations to ensure deliberate and coordinated decision-making in moving forward with procurement and related activities.

ISD-SPD will strategize procurements, evaluate alternatives, analyze current market conditions, develop educated forecasts, and consolidate or break out client departments' needs, to avoid unnecessary purchases and to establish the best purchasing approach and deliver the most economical purchase.

ISD-SPD will request to meet with all of its Client Departments on an annual basis, customarily within the first ninety (90) days from the commencement of each fiscal year (Oct. 1st), to discuss and develop plans for accomplishing the award of contracts to meet operational requirements for the coming year. Preparation of an advance procurement plan can begin with data already prepared for service and financial planning purposes.

Re-procurement activities will begin eighteen (18) months prior to the expiration of the existing contract or prequalified vendor listing, in accordance with ***Resolution No. R-718-17***. These projects can be projected based on historical need and County-wide plans and projects. Procurement planning is the best opportunity to identify potential consolidation of procurements (e.g., several Client Department requiring common materials or services at the same time).

Long-term procurement planning (i.e., planning more than eighteen months in advance) is advisable for certain projects that will be of great significance or complexity, such as transit systems, land development agreements, and the acquisition of technology, including any software procurements that will represent a long-term commitment for the County. On such projects, ISD-SPD personnel should attend regular project meetings leading up to the procurement to develop an individual procurement plan. These individual plans would include a narrative of such issues as:

a. Expected funding sources over the life of the project or program, including a description of funding sources that may be at risk and contingency plans should these funding sources not materialize.
b. Relationship of the contract to be awarded to other contracts where interdependency exists, thereby creating a potential programming risk that needs to be planned for and mitigated, if possible.
c. Whether a joint procurement with other agencies has been or should be considered in order to improve pricing and administrative efficiencies.

3.1.1 **Ensuring the Most Efficient and Economic FTA Funded Purchase** - Every solicitation issued by the Strategic Procurement Division strives to deliver the most efficient and economic purchase. The Federal Transit Administration has specific guidelines that must be followed for FTA funded purchases. FTA guidelines require that the County review lease versus purchase alternatives for acquiring property and, if necessary, obtain an analysis to determine the more economical alternative to obtain best value. According to FTA guidelines, the County may use FTA capital assistance to finance the costs of leasing

eligible property if leasing is more cost effective than full ownership. Before the County may lease an asset using FTA funds, the County department originating the purchase must make a written comparison of the cost of leasing the asset compared with the cost of purchasing or constructing the asset, in accordance with 49 CFR Part 639 Subpart C (Capital Leases)" the County to Costs used in the comparison must be reasonable, based on realistic current market conditions, and based on the expected useful service life of the asset. Completion of the Lease vs. Purchase Analysis Form is required.

3.1.2 **Market Research.** Market surveying shall always be conducted by Client Department and ISD-SPD staff in anticipation of a County procurement, re-procurement, renewal option, and/or contract modification, and:

Should always begin with the intent to satisfy a legitimate County requirement or need, and should not be used to be exclusionary, restrictive, or favor any one vendor.

Refers to the collection and analysis of information about the capabilities within the market to satisfy County needs.

Identifies the attributes of existing products, processes or services that meet minimum requirements, or identifies the characteristics that a yet to be identified product, process or service, must possess.

Provides adequate information regarding existing products or services; qualified sources; industry trends; pricing; and how other entities are meeting the same or similar requirements.

Serves as the foundation for the development of specifications and/or scope of services, of an effective solicitation, and resultant successful contract that includes terms and conditions consistent with sound business practices and the County's procurement policies.

Failure to conduct thorough market research may result in requests for non-competitive procurement (i.e., sole source or bid waiver) that cannot be adequately justified.

Market Research for partially or fully federally funded acquisitions shall include:

- Using the Florida Department of Management Services, Office of Supplier Diversity Certified Vendor Directory to identify prospective vendors (prospective vendors shall not be limited to the Miami-Dade County area);
- Using the U.S. Department of Labor Surplus Area Firms Directory to identify prospective vendors;
- Using the services and assistance, as appropriate, of the U.S. Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency (MBDA);
- Documenting all efforts and findings from these sources; and,
- Preparing a list a prospective vendors obtained from these sources. For each vendor, the list should include the vendor name, contact information, and the vendor certifications (i.e., Florida Certified Minority, Woman, and Veteran Business Enterprise, and U.S. Small Business).

3.1.3 **Research Data Sources.** There are ample sources of information available, starting with ISD-SPD's database of registered vendors. By cross-referencing the NIGP commodity codes chosen by Miami-Dade County Registered Vendors, researchers may find firms with the ability to meet the requirements within the South Florida Vendor Community. Researchers may also contact subject matter experts within the County workforce, as well as review how other governmental agencies and/or private enterprises are procuring goods and services. Some data sources are:

- Miami-Dade County's Vendor Database
  ADPICS Screens: 9600 – Vendor Name Inquiry
  9570 – Commodity by Vendor *(vendor FEIN necessary)*
  9580 – Vendor by Commodity *(commodity number necessary)*
- Miami-Dade County's Certified Small Businesses https://mdcsbd.gob2g.com/
- NIGP Website: www.NIGP.org
- State of Florida https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements
- The Florida Department of Management Services Office of Supplier Diversity Certified Vendor Directory https://osd.dms.myflorida.com/directories
- The Florida Sheriffs Association Cooperative Purchasing Program: https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program
- Sourcewell: https://www.sourcewell-mn.gov/
- The U.S. Department of Labor Surplus Area Firms Directory https://www.doleta.gov/programs/lsa.cfm
- The U.S. Small Business Administration https://flvec.com/u-s-small-business-administration-south-florida-district-office-miami
- U.S. Department of Commerce's Minority Business Development Agency (MBDA) https://www.mbda.gov/
- City of Miami http://apps.miamigov.com/contracts/default.aspx
- City of Miami Beach http://www.miamibeachfl.gov/city-hall/procurement/contracts/
- City of Ft. Lauderdale http://www.fortlauderdale.gov/departments/finance/procurement-services/contract-documents-and-awards
- Maricopa County, AZ https://www.maricopa.gov/3916/County-Contracts
- Local Beacon Council and Chambers of Commerce
- Miami-Dade County's Local Business Tax Receipt https://www.miamidade.county-taxes.com/public
- Internet Search Engines (i.e., Google, Bing, etc.)
- Publications and Trade Journals from Industry
- Marketing Organizations
- Professional Associations (American Veterinary Medical Association (AVMA), Steel Manufacturers Association, Etc.)

Client Departments may also consult the Contracting Officer facilitating the procurement process to discuss the option of holding an industry day or issuing a Request for Information (RFI).

As a general rule, a minimum of three sources must be sought prior to beginning the acquisition process. However, the extent of market research may vary depending on

factors such as urgency, the estimated dollar value, complexity, past experience and the amount of information already available.

3.1.4 **Specifications and Scope of Services (Scope).** As part of its advanced acquisition plan, and upon completing research, the Client Department's specifications and scope should proficiently describe, and practicably state in terms of performance/functional, design or technical characteristics, the goods and/or services necessary. This means that the minimum requirements must be clearly understood and defined by the Client Department. The specification shall include a clear and accurate description of the technical requirements for the material, product, or service to be procured. The scope shall establish the foundation of the procurement process and is a critical element in every phase of the procurement cycle. The scope should be prepared in a way that promotes full, fair and open competition, and includes, requirements for inspection, testing, or preparation of the supplies, or delivery of services to include performance standard guarantees. In addition to becoming the portion of the contract that defines the delivery or performance requirement, the specifications and scope serve as the:

a. Basis for the evaluation criteria in a competitive procurement, or the negotiations in a sole source procurement; and,
b. Baseline by which progress and subsequent contract modifications are compared during contract performance and dispute resolution, if necessary.

When developing all specifications or scope, client department and ISD-SPD will adhere to the provisions established in Section 1.14. Prohibition of Provisions within Solicitations that Unduly Restrict Competition.

When developing specifications or scope for partially or fully federally funded acquisitions, the client department and ISD-SPD will:

a. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; and
b. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

When developing specifications or scope for FTA funded acquisitions, the client department will limit quantities to its actual needs. FTA limits Federal assistance to the amount necessary to support the quantity of property or extent of services the recipient actually needs at the time of acquisition. The County may not add quantities or options to contracts solely to allow assignments at a later date. FTA will not knowingly support the additional cost of contract rights to property or services excess to the County's immediate needs, even though the recipient may assign its excess contract rights to others.

3.1.5 **Responsibility for Preparation and Submission of Procurement Requests.** The Client Department's Project Manager/Program Office is responsible for preparing the specification or scope and submitting it to ISD-SPD to initiate a procurement request. Specifications and scopes must **not** be developed by a vendor or their affiliate who has an economic interest in the outcome of the contract or project. For procurement of all enterprise-wide and departmental information technology and telecommunications systems and services, the approval of the Chief Information Officer/Information

Technology Department Director or authorized designee must be obtained by the Client Department, prior to initiating a procurement request with ISD-SPD.

3.1.6 **Contracting Officer Review.** The Contracting Officer may render assistance to the Client Department/Project Manager/Program Office as they work towards development of the specifications or scope to ensure that requirements pertaining to general or special provisions are incorporated into the appropriate contract clauses. The Contracting Officer will also identify, and work towards addressing with the Client Department, any omissions, needs for clarification, or additional information in the specification or scope prior to the solicitation being issued. In addition, the Contracting Officer will review all aspects of information provided by the client department, including the following:

a**. Equipment and Supplies Specifications.** Plans, drawings, specifications or purchase description for equipment and supplies procurements shall only include the requirements necessary to meet the minimum needs of the Client Department. These shall be free of restrictive features or limiting factors to the extent practicable to maximize competition. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase, but not for the purpose of circumventing acquisition authority. Design specifications shall describe how an item is to be made. Performance specifications shall, at a minimum, describe what the item must do and allow manufacturers to design the item within the specified parameters of form, fit and function. These documents must also include any special packaging or marking requirements. For equipment or supplies that have a limited shelf life, the marking requirements must include an expiration or “Use By” date prominently printed on the outside of the product’s packaging. The plans, drawings, specifications, or purchase description must also include the procedure by which it will be determined that the requirements of the equipment or supplies have been met.

b. **Scope of Services.** Service contracts should incorporate a scope of services whenever possible. The scope must define the minimum work required to be provided by the contractor under the contract. A work breakdown/phases approach may be used to organize complex procurements, such as information technology requirements. In these instances the work required of a contractor may be to develop hardware and/or software, services to complement off-the-shelf items being delivered, or services without delivery of any hardware. The breakdown/phases approach provides a product-oriented hierarchy composed of hardware, software services and data resulting from project development efforts to produce a complete system and relates all of the work elements to one another and the final product or system.

c. **Brand Names.** Specifications and purchase description shall **not** be written to specify a particular product, brand name, or a particular feature of a single product to limit or preclude competition or consideration of alternate supplies of similar products, unless the feature or product is essential to the Client Department’s operations and the products of alternate suppliers would not meet the minimum requirements for the item being procured, and there is a sole source justifying the brand name only. Where feasible, all acceptable brand name products should be referenced in the solicitation. Where brand name or equal is used, the purchase description must include all salient physical, functional, or other characteristics of the referenced product(s) which are essential to the Client Department. All prospective vendors may offer products other than the brand name if those products essentially meet the requirements of the Client Department in the same manner as the referenced brand named product(s).

d. Liquidated Damages. The County may use liquidated damages if it is reasonably expected that a delay in contract completion, or scheduled deliveries, will result in damages to the County the County will suffer damages as a result of delayed contract completion The rate of liquidated damages and standards must be calculated to reasonably reflect the County's costs should the standards not be met, and must be specified in the solicitation.
In accordance with FTA C4220.1F, IV, 2.b.(6)(b), FTA has determined that a recipient may use liquidated damages if the recipient reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. The rate and measurement standards must be calculated to reasonably reflect the recipient's costs should the standards not be met, and must be specified in the solicitation and contract. The assessment for damages is often established at a specific rate per day for each day beyond the contract's delivery date or performance period. A measurement other than a day or another period of time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. The procurement file should include a record of the calculation and rationale for the amount of damages established. Any liquidated damages recovered must be credited to the project account involved unless FTA permits otherwise.

3.1.7 **Allocations or Expenditure Authority.** In determining the correct estimated quantities and corresponding accurate level of expenditure, Client Departments should consider prior spending and contract usage, budgets, any anticipated operational changes, and cost estimates. The cost estimate represents the County's best estimate of the most current price for the goods or services being procured.

As part of the advanced acquisition planning process, the Client Department/Project Manager/Program Office must provide a Client Department Director approved allocation request to the Contracting Officer with every procurement action request.

3.1.8 **Cost and Price Analysis.** Pursuant to CFR 200.323, Miami-Dade County must perform a cost or price analysis in connection with every partially or fully federally funded procurement action in excess of the Simplified Acquisition Threshold, including contract modifications. As part of the acquisition planning process for all partially or fully federally funded procurements, Miami-Dade will use the guidelines in Section 6 Procurement Manual for Federally Funded Purchases, Chapter 14 Price and Cost Analysis.

3.1.9 **Contract Period of Performance Limitation for FTA Funded Purchases.** In accordance with FTA C4220.1F, IV, 2.e.(10), the following time limits shall be incorporated into all options on rolling stock contracts when using FTA funds: MAP-21 amended 49 U.S.C. Section 5325(e)(1) by adding subsections (A) and (B), retaining the five (5) year option for the procurement of buses, while extending the option for rail procurements to seven (7) years. Consequently:
(a) Buses. The County:
1. May enter into a multi-year contract to acquire buses or replacement parts, with an option not exceeding five years to buy additional buses or replacement parts, 49 U.S.C. Section 5325(e)(1)(A), but

2. May not exercise the option to acquire buses or replacement parts later than five years after the date of its original contract.

(b) Rail. The County:

1. May enter into a multi-year contract to acquire railcars or replacement parts, with an option not exceeding five years to buy additional railcars or replacement parts, 49 U.S.C. Section 5325(e)(1)(B), but

2. May not exercise the option to acquire railcars or replacement parts later than seven years after the date of its original contract.

FTA interprets these five and seven-year periods as covering the recipient's "material requirements" for rolling stock and replacement needs from the first day when the contract becomes effective to its "material requirements" at the end of the fifth or seventh year, as applicable. In the case of rolling stock, which frequently cannot be delivered expeditiously, FTA recognizes that a recipient's "material requirements" for rolling stock will necessarily precede its actual need to put that rolling stock to use in public transportation service. This means that the contract may not have options for more rolling stock and replacement parts than a recipient's material requirements for the applicable five or seven-year period. This does not mean the recipient must obtain delivery, acceptance, or even fabrication in five or seven years. Instead it means only that FTA limits a contract to purchasing no more than the recipient's material requirements for rolling stock or replacement parts for five or seven years based on the effective date of the contract.

3.1.10 **Options in FTA Funded Purchases.** In accordance with FTA C4220.1F, IV, 1.d, the County may include options to ensure the future availability of property or services, so long as the County is able to justify those options as needed for its public transportation or project purposes. An option is a unilateral right in a contract by which, for a specified time, a recipient may acquire additional equipment, supplies, or services than originally procured. An option may also extend the term of the contract. Chapter VI of this circular contains procedures for evaluating options.

3.1.11 **FTA Revenue Contracts.** In accordance with FTA C4220.1F, II,b(4), a revenue contract is a contract in which the recipient or subrecipient provides access to public transportation assets for the primary purpose of either producing revenues in connection with an activity related to public transportation, or creating business opportunities with the use of FTA assisted property. The County has broad latitude in determining the extent and type of competition appropriate for a particular revenue contract. Nevertheless, to ensure fair and equal access to FTA assisted property and to maximize revenue derived from such property, the County should conduct its revenue contracting as follows:

(a) Limited Contract Opportunities. If there are several potential competitors for a limited opportunity (such as advertising space on the side of a bus), then the County will use a competitive process to permit interested parties an equal chance to obtain that limited opportunity.

(b) Open Contract Opportunities. If, however, one party seeks access to a public transportation asset (such as a utility that might seek cable access in a subway system), and the County is willing and able to provide contracts or licenses to other parties similarly situated (since there is room for a substantial number of such cables without interfering with transit operations), then competition would not be necessary because the opportunity to obtain contracts or licenses is open to all similar parties.

In the case of joint development, as explained in FTA C4220.1F, II,b(5), FTA will work with the recipient to determine appropriate procedures, as necessary.

3.2 Acquisition Methods

3.2.1 **Accessing Contracts from other Government Agencies and Not for Profit Organizations**. Accessing another entity's competed contract that meets the County standards for competition is considered a competitive award. This method is used when, after considering all options to obtaining the goods or services, accessing represents the best value for the County. If the market research shows that the accessible contract has the most favorable pricing, the contract is needed immediately and/or a bridge contract is needed for a short-term solution until a contract can be established, accessing may be the best solution. Accessing contracts helps to facilitate awards and can result in savings in cost, time and effort.

Before any awards can be made by accessing an existing contract, vendors shall comply with all County requirements, including but not limited to County Affidavits and vendor registration, prior to recommendation for award. When accessing another entity's contract, staff is to carefully review the terms and conditions of that contract, noting that vendors can provide services only in those categories in which they were awarded on the competitively solicited proposal/ bid.

In accordance with FTA C4220.1F, V, 7.a.(2), an FTA funds recipient may find that it has inadvertently acquired contract rights in excess of its needs. The recipient may assign those contract rights to other recipients if the original contract contains an assignability provision that permits the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions. Some refer to this process as "piggybacking."

FTA C4220.1F, V, 4. a. b. c., the following applies to State or Local Government Purchasing Schedules or Purchasing Contracts:
FTA uses the term "State or local government purchasing schedule" to mean an arrangement that a State or local government has established with several or many vendors in which those vendors agree to provide essentially an option to the State or local government, and its subordinate government entities, to acquire specific property or services in the future at established prices. These arrangements are somewhat similar to the General Services Administration's (GSA) Cooperative Purchasing Program available for Federal Government use. If the State or local government wishes to permit others to use its schedules, the State or local government might seek the agreement of the vendor to provide the listed property or services to others with access to the schedules, or it may permit the vendor to determine whether or not it wishes to do so. **CAUTION:** The term "State or local government purchasing schedule" does not include intergovernmental purchasing schedules to be the type of State or local intergovernmental agreements.
a. Use.
(1) Use Permitted. FTA's policies are as follows:
(a) General. The Common Grant Rule for governmental recipients encourages recipients and subrecipients to enter into State and local intergovernmental agreements for procurements of property or services, and.
(b) State or Local Government Permission Required. If so permitted by State or local authorities, a non-governmental recipient may also use State and local sources of

property and services. This is because 49 C.F.R.§ 18.36(a) permits States to use their own policies and procedures they use for their own purchases, not because those schedules are "State intergovernmental agreements," and

b. Use Restricted. Although the Common Grant Rule for government recipients, 49 C.F.R. § 18.36(b)(5), provides that "grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurements of common goods and services":

(1) Prohibited. FTA does not authorize grantees to consider intergovernmental purchasing schedules to be the type of State or local intergovernmental agreement to which that Common Grant Rule is referring, but

(2) Permitted. FTA recognizes joint purchases to be the only type of intergovernmental agreement suitable for use by its grantees and subgrantees.

c. All FTA and Federal Requirements Apply. When obtaining property or services in this manner, the County must ensure all Federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master intergovernmental contract or in the County's purchase document. One way of achieving compliance with FTA requirements is for all parties to agree to append the required Federal clauses in the purchase order or other document that effects the recipient's procurement. When buying from these schedules, the County should obtain Buy America certification before entering into the purchase order. If the product to be purchased is Buy America compliant, there is no problem. If the product is not Buy America compliant, the County will need to obtain a waiver from FTA before proceeding.

3.2.2 **Purchasing Card Program.** The Purchasing Card (P-Card) Program provides County departments with an alternative method of purchasing and paying for goods and services when the item price does not exceed its delegated level of authority and the purchased item will be used for legitimate County business. The P-Card allows for such purchases to be processed without utilizing the County's standard small purchase order procedure, whenever a vendor, during the course of business, accepts the County P-Card as a form of payment. P-Cards shall be used for acquisitions by duly authorized County personnel, as detailed in the ***A.O. 3-35***, ***Purchasing Card Program*** and the Finance Department Guidelines for the Use of Purchasing Cards. Departments should use small and/or local businesses (i.e., individual and/or family-owned local vendor) whenever possible. The dollar limitations for use of P-Card are generally as follows, but individual P-Cards have higher or lower limits:

Individual purchases shall not exceed $1,000 per transaction
Monthly spending limit shall not exceed $25,000 per card

3.2.3 **Small Purchase Order (SPO).** A Small Purchase Order is a procurement valued up to, and including, $25,000, pursuant to ***I.O. 3-38, Master Procurement Implementing Order***, which cannot be satisfied through the utilization of ***A.O. 3-35, Purchasing Card Program***. These purchases are initiated by the Client Departments **only** when there is a need for goods or services which are not available from any other County source, including but not limited to professional services and capital equipment, for which the award can be determined by minimum requirements and low bid pricing.

There may be instances wherein a Client Department determines that a given small purchase would be better satisfied using a best value or qualitative, rather than lowest price, award criteria. In such cases, the Client Department will coordinate with ISD-SPD.

Should ISD-SPD concur that a best value or qualitative method of acquisition is appropriate, then ISD-SPD will conduct an informal competitive action consistent with the requirements of this guideline section, and responsive to the specific requirements of the purchase.

3.2.4 **Invitation to Bid (ITB).** The County's preferred method of procuring goods and/or services valued at over $25,000 is the formal ITB process. In order for the ITB process to be feasible, a complete, adequate, and realistic specification or purchase description must be available, two or more bidders are expected to be willing and able to compete effectively for the business; the procurement lends itself to a firm fixed price contract, and the selection of the awarded bidder can be made principally on the basis of price.

When the ITB process is used:

- the solicitations will be publicly advertised in the County's online bidding system (BidSync);
- the solicitations will include the most recent published version of the "General Terms and Conditions – Section 1";
- bids will be solicited from an adequate number of known suppliers;
- sufficient response time will be given;
- the solicitations will include any specifications and pertinent attachments and will define the items or services required in order for the bidder to properly respond;
- all bidding will stop at the deadline time and date prescribed in the solicitation;
- all offers will be encrypted (sealed) until the deadline time and date prescribed in the solicitation has passed;
- a firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and,
- any or all bids may be rejected if there is a sound and documented reason. Reasons for rejection include: if prices are determined to be excessive, if changes in budget prevent the purchase, if all bidders are non-responsive or non-responsible, or if is otherwise determined to be in the County's best interest to do so.

3.2.5 **Request to Qualify (RTQ) and Pool of Prequalified Vendors.** The RTQ is a non-binding procurement process used to obtain statements of the qualifications, willingness and capacity to supply specific goods and or services, experience, and/or past performance from vendors which are considered for the purpose of establishing a Pool of Prequalified Vendors (Pool) who may then be authorized to participate in future spot market competitions. Pools are groups of vendors who have met the qualifying requirements in solicitations issued for future contract awards, but all of the data needed to establish firm pricing for a specific product or specific service to be provided under the subsequent contract has not been established.

Pools require additional competitive action prior to award of a specific order to a specific vendor. Specific procedures (Roadmaps) for use of each Pool are developed by ISD-SPD. These procedures are structured to provide the competitive structure and

documentation necessary to clearly support the award of a specific product or service to a specific vendor.

Pools are first established with the vendors that submitted their qualifications by the RTQ's opening date. However, most established County Pools allow for additional vendors to be added to the Pool at any time during the Pool term. Additional vendors may submit their qualifications to ISD-SPD by completing the RTQ's submittal package and, upon meeting the minimum qualifications specified in the original solicitation, may be added to the Pool. The solicitations that established these Pools shall be perpetually advertised in ISD-SPD's website to encourage additional vendor participation. A Pool cannot be used if it does not include enough qualified sources to provide maximum full and open competition.

The County has established some Pools for local vendors only, as well as some closed Pools (Pools that do not allow the addition of vendors during their term). These Pools shall not be used for federally funded purchases, or purchases made to prepare for potential emergency situations.

3.2.6 Request for Proposals (RFP) and Request for Qualifications (RFQ).

RFP's are used when the basis of award is an offer that represents best value (which includes the evaluation of criteria in addition to price), more than one source is expected to submit an offer, and either a fixed price or cost-reimbursement type contract is expected to be awarded.

RFQ's are used to obtain statements of qualifications from proposers when the scope of services cannot be, or has not been, completely established by the County, requiring specific qualifications in order to be considered for contract award.

When the RFP/RFQ process is used:

- the solicitations will be publicly advertised in the County's online bidding system (BidSync);
- the evaluation criteria and its value to the award will be included in the solicitation document;
- the solicitation will include a clear method for selecting the proposer(s), based on an extensive evaluation, which may include such criteria as qualifications and experience of principals and staff; technical superiority; financial stability; experience and history of the firm; and references;
- proposals will be solicited from an adequate number of known suppliers;
- sufficient response time will be given;
- the solicitations will include any specifications and pertinent attachments and will define the items or services required, in order for the proposer to properly respond;
- all proposing will stop at deadline time and date prescribed in the solicitation
- all offers will be encrypted (sealed) until the deadline time and date prescribed in the solicitation has passed;
- all responsive and responsible proposals will be considered to the maximum extent practical; and,
- any or all proposals may be rejected if there is a sound and documented reason.

Reasons for rejection include: if best offers are determined to be unreasonable, if changes in budget prevent the purchase, if all proposers are non-responsive or non-responsible, or if is otherwise determined to be in the County's best interest to do so.

3.2.7 **Non-Competitive Acquisition.** It is the County's policy to procure goods and services using full and open competition. However, a contract for goods or services may be awarded without a formal competitive solicitation process when a determination has been made that competition is not available, or it is determined to be in the best interest of the County. The purpose of this process is to complete acquisitions without formal competitive bidding. This method is used when, after considering all options to obtaining the goods or services, a non-competitive acquisition represents the best acquisition method for the County. A Client Department's Director or authorized designee is responsible for justifying the need to waive the competitive process. ISD-SPD is responsible for validating the justification through independent market research, and confirming the acquisition satisfies legislative requirements to waive the competitive bidding process. Justifications for non-competitive acquisitions may include significant savings or avoidance of loss to the County, lack of competition, product standardization or compatibility, proprietary or distributorship rights, uniquely qualified vendor, etc.

Such non-competitive acquisitions include awards made through a Bid Waiver (BW), Sole Source (SS), or Legacy Purchase (LP) process. A BW process refers to an acquisition made without competitive bidding when deemed to be in the best interest of the County. The SS process is used when it has been determined through market research and/or other means that there is only one source of supply. The LP process is used when competition is unavailable, impractical or constrained as a result of the need to continue to operate an existing County system which may not be replaced without substantial expenditure.

Federal regulations define noncompetitive proposals as a procurement through solicitation of a proposal from only one source. When an acquisition is partially or fully federally funded, this method may be used only when one or more of the following circumstances apply:

- The item is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the County; or,
- After soliciting a number of sources, competition is determined inadequate.

Should a Client Department's request for a noncompetitive acquisition identify a federal funding source for the purchase, ISD-SPD will request a copy of the federal grant document from the Client Department for review. Should the grant document not be sufficient to verify the federal agency's authorization of the noncompetitive purchase, the Client Department must provide to ISD-SPD a written authorization for the noncompetitive acquisition from the granting federal agency.

In addition, a Cost Analysis or Price Analysis, in accordance with FTA C4220.1F, VI, 6.a., must be performed for all FTA funded non-competitive purchases. See Section 6: Procurement Manual For Federally Funded Procurements

3.2.8 **Emergency Purchase.** An Emergency Purchase is an unforeseen or unanticipated urgent and immediate need for goods and/or services where the protection of life, health, safety or welfare of the community or the preservation of public properties would not be possible using any other purchasing method.

Client Department Directors, or authorized designee, have the authority to declare an emergency and initiate an independent purchasing action, authorizing the procurement of goods and/or services necessary to mitigate the emergency without utilizing the competitive solicitation process, regardless of the expenditure amount, and in accordance with **I.O. 3-38, Master Procurement Implementing Order**. It is a Client Department's responsibility to properly document every Emergency and Disaster Emergency acquisition.

3.2.9 **Spot Market Competition.** A Spot Market Competition is an informal procurement used to secure pricing and terms for a Small Purchase Order or Pool. The County conducts Spot Market Competitions through the Invitation to Quote (ITQ) and the Work Order Proposal Request (WOPR) methods.

The ITQ method is used for lowest price awards, while award of a WOPR is based on best value.

Spot Market Competitions are conducted by ISD-SPD staff and Client Departments. All Spot Market Competitions must include:

- the County's Section 1 General Terms and Conditions, or the Section 1 FTA General Terms and Conditions (or its contents), if the purchase is FTA funded.
- the quantity (if applicable) and technical specifications/scope of services of the items to be purchased;
- the specific requirements and or criteria that the offerors must fulfill, and all other factors to be used in evaluating bids or proposals;
- terms, conditions and requirements of the contract;
- the date and time when bids/proposals are due; and,
- any additional submittal requirements.

3.2.10 **Direct Payment.** Certain purchases made by the County are considered appropriate for direct payment, and are therefore excluded from the procurement processes set forth in these guidelines. In order to be eligible for direct payment, the item being purchased must not be available under an existing contract, and book purchases cannot exceed $750.

The following items are authorized for direct payment and exempt from the application of the Procurement Policy:

Utilities	Mileage	Miscellaneous Refunds
Freight	Permits	Newspaper and Magazine Subscriptions
Tuition	Petty Cash	Newspaper and Magazine Advertising

Postage	Memberships	Commodity Purchases under $100
Books	Films	Gasoline Credit Cards
Notary Fees	Tax Bills	Special Assessment Bills
Registration Fees	Software	Tax and Law Service Publications

SECTION 4: SOLICITATION, EVALUATION, AND AWARD

4.1 Solicitation

4.1.1 **Preparation of solicitation documents**. ISD-SPD maintains templates to assist staff in the preparation of all solicitations. Standard solicitation packages contain:

- General Terms and Conditions. General Terms and Conditions include standard terms and conditions and legislative requirements that apply to all County contracts. These are included as Section 1 in ITB's and RTQ's, and in the Solicitation and Agreement sections in RFP's and RFQ's.
- General Terms and Conditions and Attachments for FTA Funded Acquisitions. These include standard terms and conditions and legislative requirements that apply to all County contracts, excluding provisions that are not applicable to FTA funded acquisitions and including provisions and requirements exclusive to FTA funded acquisitions. These are included as Section 1 in ITB's and RTQ's, and in the Solicitation and Agreement sections in RFP's and RFQ's, and as attachments and appendixes to the solicitation, as appropriate. General Terms and Conditions for FTA Funded Acquisitions, must include the following provisions:
  - ✓ Buy America, in accordance with 49 U.S.C.5323(j) and 49 CFR Part 661
  - ✓ Cargo Preference, in accordance with 46 U.S.C. § 55305 and 46 CFR Part 381
  - ✓ Fly America, in accordance with 49 U.S.C. § 40118 and 41 CFR 301-10.131 – 301-10.143
  - ✓ Breaches of Contract and Dispute Resolutions
  - ✓ Discrimination Prohibitions
  - ✓ Termination for Convenience and Default
  - ✓ Equal Employment Opportunity
  - ✓ Contract Work Hours and Safety Standards Act
  - ✓ Clean Air Act
  - ✓ Federal Water Pollution Control Act
  - ✓ Suspension and Debarment (Executive Orders 12549 and 12689)
  - ✓ Lobbying Restrictions (Re: 31 U.S.C. 1352)
  - ✓ Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962)
  - ✓ Rolling Stock Requirements

- Special Terms and Conditions. Special Terms and Conditions are terms and conditions that are specific to a purchase. Examples of Special Terms and Conditions are: the expected Contract or Pool Term, the Method of Award, Delivery Schedules, and Minimum Vendor Requirements. ISD-SPD maintains standard clauses that contain the basis of the language used in solicitations.
- Specifications and/or Scope of Services/Work. The Specifications and/or Scope provide a description of the needs and establish the parameters for desired outcomes for the procurement.

- Submittal Forms. Submittal Forms are the documents that must be returned to the County by vendors in order to participate in the procurement. They include Price Schedules and Proposer Information. Submittal Forms contain vendor certifications and commitments to the terms and conditions in the solicitation and to their offer.

4.1.2 **Future Solicitations.** ISD-SPD's website publishes drafts of all planned solicitations under Future Solicitations. The purpose is to gather information and comments from prospective bidders and revise solicitations, as appropriate, to increase participation, with emphasis on encouraging small business participation.

For partially or fully federally funded acquisitions staff must forward a notice of the Future Solicitation to the list of prospective vendors developed during Market Research.

4.1.3 **Solicitation Publishing.** In accordance with delegated authority, solicitations are approved by the Strategic Procurement Division Director or the Chief Procurement Officer prior to publication. Solicitations issued by ISD-SPD are finalized and published by staff in the BidSync Electronic Bidding System (BidSync).

4.1.4 **Advertisement.** County solicitations advertised in BidSync are fully accessible to the public for a period of time appropriate to the procurement. In addition, ISD-SPD's website provides a link to advertised solicitations, and solicitation notices are automatically sent by BidSync to prospective vendors identified by commodity codes. Participation is not limited to County registered vendors; however, Spot Market Competitions issued for the purpose of placing an order under an existing Pool are typically restricted to vendors in the Pool.

For partially or fully federally funded acquisitions:

- staff must forward a notice of the advertised solicitation to the list of prospective vendors developed during Market Research; and
- Spot Market Competitions issued for the purpose of placing an order under an existing Pool will not be restricted to vendors in the Pool.

4.1.5 **Pre-Bid/Pre-Proposal Conferences and Site Visits.** These conferences are scheduled when it is deemed advisable to allow potential vendors to consult with ISD-SPD staff and the Client Department(s) to ensure clarity of the required goods or services and, if applicable, to view the site where the work is to be completed. Pre-Bid/Pre-Proposal Conferences and Site Visits are public meetings and, as such, are advertised in the County's calendar with sufficient notice to ensure that any interested party may attend. These conferences and/or site visits are documented with recordings, minutes, or both. Vendor attendance is often optional to the vendor's participation in the bid or proposal. Mandatory vendor attendance to conferences and/or site visits are rare, as these may serve to limit competition. The "Cone of Silence" (Re: Section 2-11.1(t) of the Code of Miami-

Dade County) is not applicable during the Pre-Bid/Pre-Proposal conferences and site visits.

4.1.6 **Questions, Answers, and Addenda.** ISD-SPD requires prospective vendors to post all solicitation questions through BidSync by a stipulated deadline. Such deadline permits all questions to be answered before vendors must submit an offer. All questions are answered in the form of an Addendum to the solicitation. Any and all changes to the solicitation (i.e. deadlines, changes to terms, conditions or scope, and clarifications) are issued through formal addenda to the solicitation.

4.1.7 **Opening of Bids and Proposals.** BidSync receives and acknowledges all bids and proposals received for County solicitations. All bids and proposals received through BidSync cannot be opened until the solicitation deadline has passed. The County considers bids and proposals to be publicly opened when such bids or proposals are decrypted by County staff.

4.2 **Evaluation.** Submittals will be examined after opening to determine vendors' responsibility, and responsiveness to requirements and other aspects of the solicitation.

4.2.1 **ITB's and ITQ's.** The responsive and responsible bidder(s) offering the lowest price will be recommended for award. ISD-SPD staff will prepare a Bid Tabulation (a.k.a. Tally) to summarize all responsive bidders with their unit and total extended prices, document bidders' compliance to requirements, apply appropriate Measures and Preferences, and note other information deemed appropriate by the Contracting Officer. Bid Tabulations are always verified to ensure accuracy.

4.2.2 **RFQ's/RFP's and WOPR's.** The responsive and responsible proposer(s) offering the best value to the County will be recommended for award. Proposals will be evaluated and ranked by a Selection Committee or Review Team, in accordance with the evaluation criteria established in the solicitation document.

4.2.3 **RTQ's.** Submittals for open Pools are not evaluated on the basis of responsiveness or responsibility. These submittals will be evaluated for compliance with the solicitation requirements and will be determined either complete or incomplete. An incomplete submittal may be completed by the vendor, and the vendor may be added to the Pool.

4.2.4 **Responsiveness** refers to a bidder's unequivocal promise, as shown on the face of its offer, to provide the items or services called for by the material terms of the solicitation. A responsive bid means one submitted at the correct time and place, in the correct form, containing all required information and signatures. A bid or proposal that deprives the County of the assurance that the contract will be entered into in accordance with its terms is generally not responsive. Such an omission is not curable, as a vendor submitting an incomplete or qualified bid or proposal could opt out of the process at its will, depriving the County of a valid offer and placing that vendor at a material advantage over other vendors who have made firm offers.

Responsiveness is a legal determination based on the application of bid requirements and legal precedent. The County Attorney's Office makes all decisions regarding responsiveness.

4.2.5 **Responsibility** refers to whether the vendor can perform the scope of work as provided in the solicitation document. A responsible vendor is one who the County affirmatively determines has the ability, capability and skill to perform under the terms of the solicitation, can provide the materials or service within the time specified, and has a satisfactory record of integrity and business ethics.

At a minimum, a vendor responsibility review includes ascertaining that the vendor:

- is not a County debarred contractor;
- is not in arrears with its obligations to the County and therefore listed as a delinquent contractor;
- has no unresolved violations, as listed in the County's History of Violations Report;
- is not a County suspended contractor;
- is not a State of Florida Suspended Contractor;
- is not a State of Florida Convicted Contractor; and
- has no active exclusions, as indicated in the Federal System for Award Management (SAM).

In making an affirmative determination of whether the vendor has the capability to perform a contract, the County may consider factors including but not limited to the following:

- past performance of the vendor, its principals, affiliates, or supervisory personnel in the execution of prior County contracts;
- any information which the County may obtain relating to the performance of the vendor, its principals, affiliates, or supervisory personnel on contracts with third parties, including without limitation, contracts with other governmental entities;
- financial performance and capability, including without limitation, pending and unsatisfied claims;
- qualifications and past performance of the personnel who will have supervisory responsibility for the performance of the specific county contract;
- licensing, certifications and other permits, and
- any significant changes in the vendor's financial position or business organization.

In addition, Resolution R-63-14, adopted by the Board of County Commissioners (Board) on January 22, 2014, directed the Administration to require certain affidavits as part of the due diligence conducted by the County with respect to the responsibility of potential vendors and contractors prior to contract award. The resolution is applicable as a condition of award for any contract that exceeds $1 million, or that is otherwise subject to Board approval.

In evaluating responsibility factors, the County will give priority to acts or legal proceedings occurring within the past five (5) years, and any violation or deficiency that is continuous or uncured. Additionally, the County may require at any time that the vendor submit documentary evidence and other proof necessary to fully evaluate any possible responsibility issues.

Only the ISD Director, or designee, will make responsibility determinations on behalf of the County.

4.2.6 **Irregularities and Informalities.** Each bid or proposal must meet all the requirements in the specific solicitation, unless waived as an irregularity or informality by the ISD Director, or designee. Affidavits and certifications mandated by Federal, State or County Code or other regulation can be waived only by provisions contained within the Code or other regulation, or by expressed written approval from the Federal, State or County entity.

4.2.7 **Measures and Preferences.** Pursuant to the County Code, contract measures for Small Business Enterprises (SBE), Local Certified Veteran Business Enterprises, and Preference to Local and Locally Headquartered Businesses are applicable to competitive solicitations, as permitted by the procurement's funding source. Measures and preferences are applied during the evaluation of bids and proposals, and may affect the outcome of the award. **These measures shall not be applied to partially or fully federally funded acquisitions**.

4.2.8 **Cost and Price Analysis.** Pursuant to CFR 200.323, Miami-Dade County must perform a cost or price analysis in connection with every partially or fully federally funded procurement action in excess of the Simplified Acquisition Threshold, including contract modifications. As part of the evaluation process for all partially or fully federally funded acquisitions, the County will use the guidelines in Section 6 Procurement Manual For Federally Funded Purchases, Chapter 14 Price and Cost Analysis.

4.2.9 **Evaluation of Options** for FTA Funded Purchases. Pursuant to FTA C4220.1F, VI, 7.b.(1), in awarding a contract that will include options, the County mustevaluate bids or offers for any option quantities or periods contained in the solicitation if the County intends to exercise those options after the contract is awarded.

4.2.10 **Buy America Certificate of Compliance** required for FTA funded purchases. In accordance with CFR 661.6, Certification Requirements for Procurement of Steel or Manufactured Products, if steel, iron, or manufactured products (as defined in CFR 661.3 and CFR 661.5) are being procured, the appropriate certificate shall be completed and submitted by each bidder, or offeror, in accordance with the requirement contained in CFR 661.13(b). The bidder, or offeror, will certify that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661. Or, the bidder, or offeror will complete a Certificate of Non-Compliance with Buy America Requirements, certifying that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

4.2.11 **Pre-award audit requirements** for FTA Funded Purchases.

In accordance with **49 CFR** 663.21 – 663.27, a recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock. Accordingly, the client department must complete the following and forward all pertinent documentation to the Strategic Procurement Division, before an award recommendation can be made:

§ 663.23 Description of pre-award audit. A pre-award audit under this part includes:

(a) A Buy America certification as described in § 663.25 of this part;

(b) A purchaser's requirements certification as described in § 663.27 of this part; and

(c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in § 663.41 or § 663.43 of this part.

663.25 Pre-award Buy America certification. For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that:

(a) There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b)(1),(b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or

(b) The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:

(1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and

(2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

663.27 Pre-award purchaser's requirements certification. For purposes of this part, a pre-award purchaser's requirements certification is a certification a recipient keeps on file that:

(a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

(b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.

4.3 **Award.** Pursuant to Section 2-8.1 of the Miami-Dade County Code, Contracts and Purchases Generally, the Mayor, or Mayor's designee, has the authority to award competitive County contracts for goods and services costing $1,000,000 or less. The Mayor has delegated this authority to the ISD Director, up to $500,000, and the ISD Director has further delegated this authority to the CPO. Any contract that costs more than $1,000,000 in the aggregate for the requires Board of County Commissioners approval.

4.3.1 **Recommendation or Intent to Award or Reject.** All bidders and proposers that participated in a specific procurement will be notified of the County's intent to award or reject such procurement. This notification is accomplished by email or

ISD-SPD website posting (for procurements valued at $250,000 or less), or by an Award Recommendation or Intent to Award Letter.

Any recommendation for award of an FTA-funded solicitation with a value greater than $500,000 must specify the amount of federal funds to be used as a percentage of the total cost of the contract per FTA Cir. 4220.1F, Section 14.

4.3.2 **Protest Procedures.** A recommendation for contract award or rejection of award may be protested by a Bidder or Proposer, in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code of Miami-Dade County, as amended, and as established in Implementing Order No. 3-21.

For a recommendation for contract award or rejection of $25,000 or less for the Miami-Dade Department Transportation and Public Works: Bidders may submit a written protest to the Director of the Department of Transportation and Public Works (DTPW), 701 NW 1 Ct, Suite 1700, Miami, FL 33136, for any contract with a value of $25,000 or less, with a copy to the Clerk of the Board, within 3 business days of the recommendation for award. No filing fee is required. The protest letter sent to the Director must indicate that a copy has been sent to the Clerk of the Board. The decision by DTPW shall be final. DTPW is responsible for disclosing all protests to the FTA and forwarding a copy of such disclosure to ISD-SPD for the file.

DTPW shall be responsible for maintaining a list of protests and appeals for FTA solicitations or contracts in excess of $500,000. This list shall be included as part of the Department's annual or quarterly Milestone Progress Report.

For all Architectural/Engineering Consultant Selections funded in whole or in part by the Federal Transit Administration (FTA) or where it has been determined by the DTPW Director that FTA requirements apply, any proposer may submit a protest letter to the County Mayor, 111 N.W. 1 Street, 29th Floor, Miami, Florida 33128, with a copy to the Clerk of the Board, within 10 business days of County Mayors filing.

4.3.3 **Contract Commencement**. A contract derived from an ITQ or ITB will commence on the first calendar day of the month succeeding approval of the contract by the Board, or designee, unless otherwise stipulated in the Purchase Order. A contract derived from an RFQ/RTQ or WOPR will commence on the date stipulated in the Contract Agreement, which must be after approval by the Board, or designee. A pool will be established on the first calendar day of the month succeeding approval by the Board, or designee, unless otherwise stipulated in the Blanket Purchase Order issued by the ISD-SPD.

SECTION 5 **MIAMI-DADE COMPLIANCE TO FEDERAL PROCUREMENT REQUIREMENTS**

A summary of Miami-Dade County's compliance

Miami-Dade Compliance to Federal Procurement Requirements

A summary demonstrating Miami-Dade County compliance

Prepared by the Strategic Procurement Division of the Internal Services Department

5.1 Dictionary of Frequently Used Acronyms and Abbreviations

Acronym or Abbreviation	Meaning
AO	Miami-Dade County Administrative Order
CFR	Code of Federal Regulations
CM-DC	Code of Miami-Dade County, Florida
FS	Florida Statute
FTA	Federal Transit Administration
GABPM	Procurement Guidance and Best Practices Manual
IO	Miami-Dade County Implementing Order
MFFP	Section 6. Miami-Dade Procurement Manual for Federally Funded Procurements, of the Procurement Guidance and Best Practices Manual
Par.	Paragraph
Reso.	Miami-Dade County Resolution
Sec.	Section

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
200.317 Procurements By States	When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with § 200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section § 200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow § § 200.318 General procurement standards through 200.326 Contract provisions.	Not Applicable (Miami-Dade County is a County government)
200.318 General Procurement Standards		
200.318(a)	The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.	Procurement Guidance and Best Practices Manual (GABPM) Code of Miami-Dade County, Florida (CM-DC), Sec. 2-8.1. – Contracts and purchases, generally Implementing Order (IO) 3-38 – Master Procurement Implementing Order
200.318(b)	Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.	GABPM Sec. 8 – Internal Procedures Manual CM-DC Sec. 10-38. – Debarment of contractors from County work

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
200.318(c)(1)	The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.	GABPM Sec. 1.10 Guiding Principles and Values of County Procurement and Sec. 2 Integrity and Control IO 3-38 Master Procurement Implementing Order (Ethics) CM-DC Sec. 2-11.1 Conflict of Interest & Code of Ethics IO 3-34 Formation and Performance of Selection Committees IO 7-7 Policies and Procedures Establishing a Public Service Honor Code For Elected and Appointed County Officials and County Employees Reso. R-449-14 Commission Auditor to Conduct Background Checks on Members Serving on Evaluation Committees

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
200.318(c)(2)	If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.	Not Applicable (Miami-Dade County is a County of the state of Florida)
200.318(d)	The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.	GABPM Sec. 3.1 Advanced Acquisition Planning
200.318(e)	To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.	GABPM Sec. 3.2.1 Accessing Contracts from Other Government Agencies and Not for Profit Organizations IO 3-38 (Accessing Contracts From Other Government Entities)
200.318(f)	The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.	Under consideration by ISD/SPD (https://www.gsa.gov/acquisition)

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
200.318(g)	The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.	The County will include value engineering clauses in Design Build contracts.
200.318(h)	The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.213 Suspension and debarment.	R-187-12 Due Diligence FS-Sec. 287.133(2)(a) (Public Entity Crimes) CM-DC Sec. 2-8.1.1 (Collusion) CM-DC Sec. 2-8.4.1 (Fraud and Misrepresentation) GABPM Sec. 4.2.5 Responsibility
200.318(i)	The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.	AO 7-24 Records Management Program FS - Chapters 267 and 119 GABPM Sec. 1.12 (l) and (m) Partially or Fully Federally Funded Procurements Sec. 1 General Terms and Conditions of County Contracts

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
200.318(j)	(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of: (i) The actual cost of materials; and (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.	GABPM Sec. 1.12 (n) Partially or Fully Federally Funded Acquisitions Sec. 1 General Terms and Conditions of County Contracts
200.318(k)	The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues	CM-DC Sect. 2-8.4 Protest Procedures Sec. 1 General Terms and Conditions of County Contracts

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
	include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.	

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
200.319(a)	All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to: (1) Placing unreasonable requirements on firms in order for them to qualify to do business; (2) Requiring unnecessary experience and excessive bonding; (3) Noncompetitive pricing practices between firms or between affiliated companies; (4) Noncompetitive contracts to consultants that are on retainer contracts; (5) Organizational conflicts of interest; (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and (7) Any arbitrary action in the procurement process.	CM-DC Sec. 2-8.1 IO 3-38 Master Procurement Implementing Order AO 3-39 Standard Process For Construction Of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders And Reporting GABPM Sec. 1.11 Competitive Process, Sec. 1.12 Partially or Fully Federally Funded Acquisitions, Sec. 1.13 Restrictions on Procurement Not Using Full and Open Competition, and Sect. 1.14 Prohibition of Provisions within Solicitations that Unduly Restrict Competition

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
200.319(b)	The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.	ISD/SPD has revised procedures and solicitation documents to ensure that geographical preferences, and User Access Program (UAP) and Inspector General (IG) fees are not applied to federally funded purchases.
200.319(b)	The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:	

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
200.319(c)(1)	Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and	GABPM Sec. 1.14 Prohibition of Provisions within Solicitations that Unduly Restrict Competition, Sec. 3.1.3 Specifications and Scope of Services, and Sect. 3.1.5 Contracting Officer Review
200.319(c)(2)	Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.	GABPM Sec. 3.1.3 Specifications and Scope of Services
200.319(d)	The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.	GABPM Sec. 3.2.5 Request to Qualify (RTQ) and Pool of Prequalified Vendors, and Sec. 4.1.4 Advertisement
200.320	Methods of Procurement To Be Followed. The non-Federal entity must use one of the following methods of procurement.	

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
(a)	Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed $3,000 (or $2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.	IO 3-38 (Purchasing Card, Small Purchase Orders) GABPM Sec. 3.2.2 Purchasing Card and 3.2.3 Small Purchase Order
(b)	Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.	IO 3-38 (Purchasing Card, Small Purchase Orders) GABPM Sec. 3.2.2 Purchasing Card and 3.2.3 Small Purchase Order

(c)	Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c){l) of this section below apply. (1) In order for sealed bidding to be feasible, the following conditions should be present: (i) A complete, adequate, and realistic specification or purchase description is available; Two or more responsible bidders are willing and able to compete effectively for the business; and (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. If sealed bids are used, the following requirements apply: (i) The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids; (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond; (iii) All bids will be publicly opened at the time and place prescribed in the invitation for bids; (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors	GABPM Sec. 1.11, 3.2.4 Invitation to Bid, Sect.4.1, and 4.1.7 Opening of Bids and Proposals Sec. 1 General Terms and Conditions of County Contracts

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
	such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and Any or all bids may be rejected if there is a sound documented reason	
(d)	Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply: 1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical; (2) Proposals must be solicited from an adequate number of qualified sources; (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients; (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and	GABPM Sec. 3.2.6 Request for Proposal (RFP) and Request for Qualifications (RFQ) Standard Terms and Conditions for RFP's and RFQ's

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
(d)(5)	The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.	AO 3-39 Standard Process For Construction Of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders And Reporting CM-DC 2-8.1 and 2-10.4 FS - Sec. 287.055
(e)	Reserved	
(f)	(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply: (1) The item is available only from a single source; (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or after solicitation of a number of sources, competition is determined inadequate.	CM-DC Sect. 2-8.1 (b) IO 3-38 (Emergency Purchases, Noncompetitive (Sole Source) Purchases, and Justification for Bid Waivers and Sole Source Acquisitions) GABPM Sec. 3.2.7 Non-Competitive Acquisition 3.2.8 Emergency Purchase

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
200.321	(g)Contracting With Small And Minority Businesses, Women's Business Enterprises, And Labor Surplus Area Firms (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.	GABPM Sec.: 3.1.1 Market Research, Sec. 3.1.3 Specifications and Scope of Services, Sec. 4.1.2 Future Solicitations, and Sec. 4.1.4 Advertisement Sec. 1 General Terms and Conditions of County Contracts

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
200.322	Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	GABPM Sec. 1.12 Partially or Fully Federally Funded Procurements Sec. 1 General Terms and Conditions of County Contracts

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
200.323	Contract Cost And Price (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E - Cost Principles. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.	GABPM Sec. 6 MFFP, Chapter 14 Price and Cost Analysis GABPM Sec. 4.4 Cost and Price Analysis
(d)	The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.	Not applicable (ISD-SPD does nor procure construction contracts)

200.324	Federal Awarding Agency Or Pass-Through Entity Review (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase. (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when: (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this Part; (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product; (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid	ISD/SPD will make any document available, upon request, to the State of Florida.

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
	procurement; or (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold. (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this Part.	

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
200.325	Bonding Requirements For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass- through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows: (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. {b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.	For Design Build Projects: FS 287.0935

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
200.326	Contract Provisions The non-Federal entity's contracts must contain the applicable provisions described in Appendix II Contract Provisions for non-Federal Entity Contracts Under Federal Awards.	
Appendix II to Part 200	In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.	
(A)	Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	Sec. 1 General Terms and Conditions of County Contracts, Par. 1.25 Termination for Default
(B)	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	Sec. 1 General Terms and Conditions of County Contracts, Par. 1.24 Termination for Convenience

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
(C)	Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."	Sec. 1 General Terms and Conditions of County Contracts, Par. 1.13 Laws and Regulations

(D)	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or	Not applicable (ISD-SPD does nor procure construction contracts)

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
	reported violations to the Federal awarding agency.	
(E)	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	Sec. 1 General Terms and Conditions of County Contracts, Par. 1.54B

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
(F)	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	Sec. 1 General Terms and Conditions of County Contracts, Par. 1.54K
(G)	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	Sec. 1 General Terms and Conditions of County Contracts, Par. 1.54D
(H)	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).	Sec. 1 General Terms and Conditions of County Contracts, Par. 1.54E

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
(I)	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	Sec. 1 General Terms and Conditions of County Contracts, Par. 1.54H
(J)	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	Sec. 1 General Terms and Conditions of County Contracts, Par. 1.54G

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
(K)	See § 200.322 Procurement of recovered materials.	Sec. 1 General Terms and Conditions of County Contracts, Par. 1.54F

200.333	Retention requirements for records. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: **(a)** If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. **(b)** When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. **(c)** Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. **(d)** When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. **(e)** Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.	GABPM Sec. 1.12 (l) and (m) Partially or Fully Federally Funded Acquisitions Sec. 1 General Terms and Conditions of County Contracts, Par, 1,54 (K)

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
	(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). **(1)**If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. **(2)**If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
200.334	Requests for transfer of records. The Federal awarding agency must request transfer of certain records to its custody from the non-Federal entity when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the Federal awarding agency may make arrangements for the non-Federal entity to retain any records that are continuously needed for joint use.	GABPM Sec. 1.12 (l) and (m) Partially or Fully Federally Funded Acquisitions Sec. 1 General Terms and Conditions of County Contracts

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
200.335	Methods for collection, transmission and storage of information. In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	GABPM Sec. 1.12 (l) and (m) Partially or Fully Federally Funded Acquisitions Sec. 1 General Terms and Conditions of County Contracts

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
200.336	Access to records. (a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.(b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.(c) *Expiration of right of access*. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.	GABPM Sec. 1.12 (l) and (m) Partially or Fully Federally Funded Acquisitions Sec. 1 General Terms and Conditions of County Contracts

5.2 2 Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
200.337	Restrictions on public access to records. No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under § 200.315 Intangible property. Unless required by Federal, state, or local statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.	GABPM Sec. 1.12 (l) and (m) Partially or Fully Federally Funded Acquisitions Sec. 1 General Terms and Conditions of County Contracts

5.3 2 CFR 1201 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Federal Requirement	**Narrative**	**County Compliance**
1201.1	What does this part do? Except as otherwise provided in this part, the Department of Transportation adopts the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200). This part supersedes and repeals the requirements of the Department of Transportation Common Rules (49 CFR part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and 49 CFR part 19—Uniform Administrative Requirements—Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations), except that grants and cooperative agreements executed prior to December 26, 2014 shall continue to be subject to 49 CFR parts 18 and 19 as in effect on the date of such grants or agreements. New parts with terminology specific to the Department of Transportation follow.	See Section 5.2 (Part 200 Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) of this manual

5.4 U.S. Department of Transportation Federal Transit Administration Circular 4220.1F		
Federal Guidance	**Narrative**	**County Compliance**
Excerpts	Chapter I. 1.PURPOSE. This circular provides contracting guidance for recipients of Federal assistance awarded by the Federal Transit Administration (FTA) when using that Federal assistance to finance its procurements (third party contracts). This revision incorporates the new procurement provisions of the Moving Ahead for Progress in the 21st Century Act (MAP 21), Pub. L., 112-141, July 2012, and includes the most current available guidance for the Federal public transportation program as of the date of publication. Chapter I. 6.(f). Master Agreement. From the inception of its electronic award system in Fiscal Year 1995, FTA has incorporated by reference and made part of each FTA grant and FTA cooperative agreement a Master Agreement that FTA issues annually. Along with the standard terms and conditions governing an FTA assisted project, the most recent FTA Master Agreement, typically issued at the beginning of each Federal fiscal year, contains references to substantially all FTA and other cross-cutting Federal laws and regulations that may apply to a federally assisted project. Several of these Federal requirements must be included in third party contracts to the lowest tier necessary, and others will have a direct or indirect effect on the recipient's third party contracts, and therefore should be included in those third party contracts. **Chapter II. 1.** Because this circular is guidance, FTA is willing to consider methods of compliance with Federal laws and regulations other than those described therein. If a recipient identifies an alternative method for complying with an applicable Federal statute and regulation, it may contact FTA before employing that method to ensure that FTA agrees with the alternative proposed. While FTA's prior concurrence is not required, FTA reserves the right to decline to participate in the costs of third party procurements that fail to comply with Federal laws, regulations, or the terms of the recipient's underlying grant or cooperative agreement.	

5.4 U.S. Department of Transportation Federal Transit Administration Circular 4220.1F		
Federal Guidance	**Narrative**	**County Compliance**
IV, 1.e	Lease versus Purchase. To obtain the best value, the recipient should review lease versus purchase alternatives for acquiring property and, if necessary, should obtain an analysis to determine the more economical alternative. The recipient may use FTA capital assistance to finance the costs of leasing eligible property if leasing is more cost effective than full ownership. Before the recipient may lease an asset, FTA regulations, "Capital Leases," 49 CFR Part 639, Subpart C, require the recipient to make a written comparison of the cost of leasing the asset compared with the cost of purchasing or constructing the asset. Costs used in the comparison must be reasonable, based on realistic current market conditions, and based on the expected useful service life of the asset.	GABPM Sec.3.1.1 Ensuring the Most Efficient and Economic FTA Funded Purchase

5.4 U.S. Department of Transportation Federal Transit Administration Circular 4220.1F		
Federal Guidance	**Narrative**	**County Compliance**
III, 3.a.	Written Procurement Procedures. The Common Grant Rule for non-governmental recipients requires the recipient to have written procurement procedures, and by implication, the Common Grant Rule for governmental recipients requires written procurement procedures as a condition of self-certification. The recipient's procurement procedures are expected to address: (1) Solicitations. The following standards apply to solicitations: (a) Clear Descriptions. A clear and accurate description of the technical requirements for the material, product, or service to be procured is required (discussed further in Chapter VI of this circular). (b) Nonrestrictive Specifications. In competitive procurements, the description may not contain features that unduly restrict competition. Notably, FTA may not finance procurements that use exclusionary or discriminatory specifications (discussed further in Chapter VI of this circular). (c) Quality Requirements. A description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, describe minimum essential characteristics and standards to which the property or services must conform if it is to satisfy the recipient's intended use (discussed further in Chapter VI of this circular). (d) Preference for Performance Specifications. The Common Grant Rule for governmental recipients advises the recipient that "detailed product specifications should be avoided if at all possible." The Common Grant Rule for non-governmental recipients advises the recipient to describe technical requirements in terms of "functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards" (discussed further in Chapter VI of this circular). (e) Brand Name or Equal. When it is impractical or uneconomical to write a clear and accurate description of the technical requirements of the property or services to be acquired, a "brand name or equal" description may be used to define the performance or other salient characteristics of the property or services sought. The specific features or salient characteristics of the named brand which must be met by offerors of "an equal" proposal must be clearly stated (discussed further in Chapter VI of this circular).	GABPM

5.4 U.S. Department of Transportation Federal Transit Administration Circular 4220.1F		
Federal Guidance	**Narrative**	**County Compliance**
	The Common Grant Rule for non-governmental recipients further requires (and governmental recipients should have) written procurement procedures that address: (2) Necessity. The recipient's need for the property or services (discussed further in Chapter VI of this circular). (3) Lease versus Purchase. The use of lease or purchase alternatives to achieve an economical and practical procurement (discussed further in Chapter IV of this circular). (4) Metric Usage. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement (discussed further in Chapter IV of this circular). (5) Environmental and Energy Efficiency Preferences. A preference, to the extent practicable and economically feasible, for products and services that conserve natural resources, protect the environment, and are energy efficient (discussed further in Chapter IV of this circular). The recipient's procurement procedures should also address the following matters: (6) Procurement Methods. What procurement methods may be used (discussed further in Chapter VI of this circular). (7) Legal Restrictions. Any Federal, State, or local restrictions on the recipient's acquisitions (discussed further in Chapter IV of this circular). (8) Third Party Contract Provisions. The specific third party contract provisions required for each third party contract including requirements that each third party contractor extend those provisions to its subcontractors to the extent required (discussed further in Chapter IV of this circular). (9) Sources. The availability and use of various sources of property and services (discussed further in Chapter V of this circular). (10) Resolution of Third Party Contracting Issues. Procedures to resolve third party contracting issues (discussed further in Chapter VII of this circular).	

5.4 U.S. Department of Transportation Federal Transit Administration Circular 4220.1F		
Federal Guidance	**Narrative**	**County Compliance**
IV, 2.e.(10)	Time Limits for Options on Rolling Stock Contracts. MAP-21 amended 49 U.S.C. Section 5325(e)(1) by adding subsections (A) and (B), retaining the five (5) year option for the procurement of buses, while extending the option for rail procurements to seven (7) years. Consequently: (a) Buses. A recipient: 1 May enter into a multi-year contract to acquire buses or replacement parts, with an option not exceeding five(5) years to buy additional buses or replacement parts, 49 U.S.C. Section 5325(e)(1)(A), but 2 May not exercise the option to acquire buses or replacement parts later than five (5) years after the date of its original contract. (b)Rail. A recipient: 1 May enter into a multi-year contract to acquire railcars or replacement parts, with an option not exceeding five(5) years to buy additional railcars or replacement parts, 49 U.S.C. Section 5325(e)(1)(B), but 2 May not exercise the option to acquire railcars or replacement parts later than seven (7) years after the date of its original contract. FTA interprets these five and seven-year periods as covering the recipient‘s “material requirements” for rolling stock and replacement needs from the first day when the contract becomes effective to its “material requirements” at the end of the fifth or seventh year, as applicable. In the case of rolling stock, which frequently cannot be delivered expeditiously, FTA recognizes that a recipient‘s “material requirements” for rolling stock will necessarily precede its actual need to put that rolling stock to use in public transportation service. This means that the contract may not have options for more rolling stock and replacement parts than a recipient‘s material requirements for the applicable five or seven-year period. This does not mean the recipient must obtain delivery, acceptance, or even fabrication in five or seven years. Instead it means only that FTA limits a contract to purchasing no more than the recipient‘s material requirements for rolling stock or replacement parts for five or seven years based on the effective date of the contract.	GABPM Sec.3.1.9 Contract Period of Performance Limitation for FTA Funded Purchases

5.4 U.S. Department of Transportation Federal Transit Administration Circular 4220.1F		
Federal Guidance	**Narrative**	**County Compliance**
VI, 3.c.(2)(g)	Rejection of Bids. Any or all bids may be rejected if there is a sound, documented business reason.	GABPM Sec. 3.2.4 Invitation to Bid (ITB), and Sec. 4.3.1 Recommendation or Intent to Award or Reject
VI, 6.a.	Cost Analysis and Price Analysis. The Common Grant Rules requires the recipient to perform a cost analysis or price analysis in connection with every procurement action, including contract modifications. The method and degree of analysis depends on the facts and circumstances surrounding each procurement, but as a starting point, the recipient must make independent estimates before receiving bids or proposals. a. Cost Analysis. The recipient must obtain a cost analysis when a price analysis will not provide sufficient information to determine the reasonableness of the contract cost. The recipient must obtain a cost analysis when the offeror submits elements (that is, labor hours, overhead, materials, and so forth) of the estimated cost, (such as professional consulting and A&E contracts, and so forth). The recipient is also expected to obtain a cost analysis when price competition is inadequate, when only a sole source is available, even if the procurement is a contract modification, or in the event of a change order. The recipient, however, need not obtain a cost analysis if it can justify price reasonableness of the proposed contract based on a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. (1) Federal Cost Principles. Federal cost principles contain many requirements about the allowability and allocability of costs.	GABPM Sec. 3.2.7 Non-Competitive Acquisition

	(2) Profit. FTA expects the recipient to negotiate profit as a separate element of the cost for each contract in which there has been no price competition, and in all acquisitions in which the recipient performs or acquires a cost analysis. To establish a fair and reasonable profit, the recipient needs to consider the complexity of the work to be performed, the risk undertaken by the contractor, the contractor's investment, the amount of subcontracting, the quality of the contractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work. b. Price Analysis. If the recipient determines that competition was adequate, a price analysis, rather than a cost analysis, is required to determine the reasonableness of the proposed contract price. As discussed previously in subsection 3.a of this Chapter, the price analysis for micro-purchases may be limited. Similarly, the recipient may use an abbreviated price analysis for small purchases in most cases. One method to record this price analysis is through the use of a preprinted form on which a contracting officer (or other responsible person) can annotate a finding of fair and reasonable pricing and check off the most common reasons why this would be so, such as catalog or market prices offered in substantial quantities to the general public, regulated prices (for example, for many utilities purchases), or a comparison with recent prices for similar goods and services. c. Guidance on Cost and Price Analysis. FTA recognizes that some recipients may have difficulty obtaining the information necessary to conduct a proper cost or price analysis. Although neither FTA nor DOT may change the Common Grant Rules' requirements for cost or price analysis, FTA continues to seek a fair, practical solution to this problem consistent with the flexibility provided to Federal contracting officers under the FAR The recipient may use the following resources as guidance in preparing cost or price analyses: (1) FTA's "Best Practices Procurement Manual," Chapter 5, (2) The National Transit Institute Course, "Cost or Price Analysis and Risk Assessment," (3) Pricing Guide for FTA Grantees, FTA Web Site: **http://www.fta.dot.gov/documents/Helpline_Price_Guide.doc.** (4) FAR Part 31, Contract Cost Principles and Procedures, and (5) Defense Contract Audit Agency Audit Manual. *See*, the DCAA Web site: **http://www.dcaa.mil**.	

5.4 U.S. Department of Transportation Federal Transit Administration Circular 4220.1F		
Federal Guidance	**Narrative**	**County Compliance**
	Note, however, that the requirements of FAR Part 31 and the Defense Contract Audit Agency Audit Manual may differ from restrictions applicable to an FTA recipient. Each FTA recipient must comply with those Federal laws and regulations directly applicable to it.	
VI, 7.b.(1)	Options. In awarding the contract that will include options, the following standards apply: (1) Evaluation Required. In general, FTA expects the recipient to evaluate bids or offers for any option quantities or periods contained in a solicitation if it intends to exercise those options after the contract is awarded.	GABPM Sec. 4.2.9 Evaluation of Options
IV, 1.d.	Options. The recipient's contracts may include options to ensure the future availability of property or services, so long as the recipient is able to justify those options as needed for its public transportation or project purposes. An option is a unilateral right in a contract by which, for a specified time, a recipient may acquire additional equipment, supplies, or services than originally procured. An option may also extend the term of the contract. Chapter VI of this circular contains procedures for evaluating options.	GABPM Sec. 3.1.10 Options in FTA Funded Purchases

5.4 U.S. Department of Transportation Federal Transit Administration Circular 4220.1F		
Federal Guidance	**Narrative**	**County Compliance**
IV, 2.b.(5)(b).1 .2	1 Use of FTA Assistance Prohibited. The recipient may not use FTA assistance to make payments to a third party contractor before the contractor has incurred the costs for which the payments would be attributable. 2 Exceptions for Sound Business Reasons. Apart from advance payments that are customary, as discussed further, FTA does occasionally make exceptions to its advance payment prohibitions, if the recipient can provide sound business reasons for doing so and has obtained FTA's advance written concurrence. A recipient that seeks to use FTA assistance to support advance payments should contact the regional office administering its project to obtain FTA concurrence. a Adequate Security for Advance Payments. FTA recognizes that advance payments may be needed for certain costs supported by sound business judgment. Adequate security for the advance payment is an essential pre-condition to FTA's concurrence in the use of FTA or local share funds. b Customary Advance Payments. FTA recognizes that advance payments are typically required for, but are not limited to, public utility connections and services, rent, tuition, insurance premiums, subscriptions to publications, software licenses, construction mobilization costs, transportation, hotel reservations, and conference and convention registrations. Accordingly, the recipient may use FTA assistance to support or reimburse the costs of such acquisitions. FTA concurrence is required only when such advance payment or payments customarily required in the marketplace exceed $100,000. In summary, if there are sound business reasons justifying the advance payment and adequate security for the payment, FTA will generally concur in a written request for an exception.	GABPM Sec. 1.12. p Partially or Fully Federally Funded Acquisitions

5.4 U.S. Department of Transportation Federal Transit Administration Circular 4220.1F		
Federal Guidance	**Narrative**	**County Compliance**
IV, 2.b.(5)(c)	Progress Payments. Progress payments are payments for contract work that has not been completed. The recipient may use FTA assistance to support progress payments provided the recipient obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested. 1 Adequate Security for Progress Payments. Adequate security for progress payments may include taking title or obtaining a letter of credit or taking equivalent measures to protect the recipient's financial interest in the progress payment. Adequate security should reflect the practical realities of different procurement scenarios and factual circumstances. FTA acknowledges the practical reality that taking title to work in progress may not be desirable in some circumstances. The recipient should always consider the costs associated with providing security (for example, the recipient may need to acquire bonds or letters of credit in the commercial marketplace) and the impact of those costs on the contract price, as well as the consequences of incomplete performance. 2 Adequate Documentation. Sufficient documentation is required to demonstrate completion of the amount of work for which progress payments are made. 3 Percentage of Completion Method. The Common Grant Rules requires that any progress payments for construction contracts be made on a percentage of completion method described therein. The recipient, however, may not make progress payments for other than construction contracts based on this percentage method.	GABPM Sec. 1.12. q Partially or Fully Federally Funded Acquisitions

5.4 U.S. Department of Transportation Federal Transit Administration Circular 4220.1F		
Federal Guidance	**Narrative**	**County Compliance**
VI, 2.c.(2)(c)	Time and Materials—Restricted. The Common Grant Rule for governmental recipients permits the use of time and material contracts only: 1 When to Use. After determining that no other contract type is suitable; and 2 Firm Ceiling Price. If the contract specifies a ceiling price that the contractor may not exceed except at its own risk. FTA strongly encourages non-governmental recipients to use similar procedures.	GABPM Sec. 1.12 (n) Partially or Fully Federally Funded Acquisitions Sec. 1 General Terms and Conditions of County Contracts
IV, 2.b.(6)(b)1	Liquidated Damages. FTA has determined that a recipient may use liquidated damages if the recipient reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. The rate and measurement standards must be calculated to reasonably reflect the recipient's costs should the standards not be met, and must be specified in the solicitation and contract. The assessment for damages is often established at a specific rate per day for each day beyond the contract's delivery date or performance period. A measurement other than a day or another period of time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. The procurement file should include a record of the calculation and rationale for the amount of damages established. Any liquidated damages recovered must be credited to the project account involved unless FTA permits otherwise. We also refer you to Chapter V, paragraph 5(a)(1) for a discussion of how liquidated damages can be used to encourage settlements.	GABPM Sec. 3.1.6d. Liquidated Damages

5.4 U.S. Department of Transportation Federal Transit Administration Circular 4220.1F		
Federal Guidance	**Narrative**	**County Compliance**
V, 7.a.(2)	Assignment of Contract Rights. FTA expects the recipient to limit its procurements to the amount of property and services required to meet its reasonably expected needs without adding excess capacity simply for the purpose of assigning contract rights to others at a later date. FTA expects the recipient to be able to justify the quantities it procures. Having written statements of its anticipated material requirements in the recipient's contract files may prove helpful. For example, if the supplies or services were solicited, competed, and awarded through the use of an indefinite-delivery-indefinite-quantity (IDIQ) contract, the solicitation and also the contract award are expected to contain both a minimum and maximum quantity that represent the recipient's reasonably foreseeable needs. The establishment of State or local government purchasing schedules intended to be available for future use as discussed in section 4 of this Chapter, however, are not usually financed with FTA assistance. FTA assistance would be used to acquire property or services listed on such a contract only to the extent needed for public transportation purposes. Nevertheless, a recipient may find that it has inadvertently acquired contract rights in excess of its needs. The recipient may assign those contract rights to other recipients if the original contract contains an assignability provision that permits the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions. Some refer to this process as "piggybacking."	GABPM Sec. 3.2.1 Accessing Contracts from other Government Agencies and Not for Profit Organization s

5.4 U.S. Department of Transportation Federal Transit Administration Circular 4220.1F		
Federal Guidance	**Narrative**	**County Compliance**
VI, 3.f.(3)	Qualifications-Based Procurement Procedures. The following procedures apply to qualifications-based procurements: (a) Qualifications. Unlike other two-step procurement procedures in which price is an evaluation factor, an offeror's qualifications are evaluated to determine contract award. (b) Price. Price is excluded as an evaluation factor. (c) Most Qualified. Negotiations are first conducted with only the most qualified offeror. (d) Next Most Qualified. Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror. Then, if necessary, negotiations with successive offerors in descending order may be conducted until contract award can be made to the offeror whose price the recipient believes is fair and reasonable. (e) Effect of State Laws. To the extent that a State has, before August 10, 2005, adopted by law, an equivalent State qualifications-based-procurement requirement for acquiring architectural, engineering, and design services, State procedures, rather than Federal "Brooks Act" procedures (40 U.S.C. Sections 1101 through 1104), may be used.	AO 3-39 Standard Process For Construction Of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders And Reporting CM-DC 2-8.1 and 2-10.4 FS - Sec. 287.055
IV,2.i.(1)(a)	(a) Bid Guarantee. Both FTA and the Common Grant Rules generally require each bidder to provide a bid guarantee equivalent to 5 percent of its bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid to ensure that the bidder will honor its bid upon acceptance.	ISD-SPD does not procure construction contracts. See FS Sections 255.05 and 287.0935 for bond and bond insurer requirements applicable to construction components of Design Build and Goods and Services projects.

5.4 U.S. Department of Transportation Federal Transit Administration Circular 4220.1F		
Federal Guidance	**Narrative**	**County Compliance**
IV, 2.i.(1)(b)	(b) Performance Bond. Both FTA and the Common Grant Rules generally require the third party contractor to obtain a performance bond for 100 percent of the contract price. A "performance bond" is obtained to ensure completion of the obligations under the third party contract.	ISD-SPD does not procure construction contracts. See FS Sections 255.05 and 287.0935 for bond and bond insurer requirements applicable to construction components of Design Build and Goods and Services projects
IV, 2.i.(1)(c)	(c) Payment Bond. The Common Grant Rules generally require the third party contractor to obtain a standard payment bond for 100 percent of the contract price. A "payment bond" is obtained to ensure that the contractor will pay all people supplying labor and material for the third party contract as required by law. FTA, however, has determined that payment bonds in the following amounts are adequate to protect FTA's interest and will accept a local bonding policy that meets the following minimums: 1 Less Than $1 Million. Fifty percent of the contract price if the contract price is not more than $1 million, 2 More Than $1 Million but Less Than $5 Million. Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million, or 3 More Than $5 Million. Two and one half million dollars if the contract price is more than $5 million.	ISD-SPD does not procure construction contracts. See FS Sections 255.05 and 287.0935 for bond and bond insurer requirements applicable to construction components of Design Build and Goods and Services projects

5.4 U.S. Department of Transportation Federal Transit Administration Circular 4220.1F		
Federal Guidance	**Narrative**	**County Compliance**
IV, 2. a.(2)(b)	General Services Administration (GSA) Excluded Parties List System. Even though the recipient may collect a debarment and suspension certification from the prospective third party contractor, or include a clause in the third party contract requiring disclosure, FTA strongly recommends that the recipient check the Excluded Parties List System (EPLS). Now a part of the System for Awards Management (SAM), the EPLS is an electronic, web-based system that identifies those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits. The EPLS keeps its user community aware of administrative and statutory exclusions across the entire government, and individuals barred from entering the United States. Go to www.sam.gov and the Extracts and Data Access area and click on the Public Data Access box to find the individual firm, individual or vessel you may seek.	GABPM Sec. 4.2.5 Responsibility CM-DC Sec. 10-38. – Debarment of contractors from County work.

VII,3.a.	(a) The Recipient's Role and Responsibilities. The Common Grant Rules charges the recipient with responsibility for evaluating and resolving third party contract disputes. If the recipient intends to request FTA's permission to use Federal assistance to support payments to a third party contractor to settle a dispute, or intends to request increased Federal assistance for that purpose, the recipient's responsibilities are as follows: (1) Notify FTA. FTA expects the recipient to provide the following information in connection with third party contract disputes in which it is involved: (a) Subjects. A list of disputes involving third party contracts and potential third party contracts that: 1 Have a value exceeding $100,000, 2 Involve a controversial matter, irrespective of amount, or 3 Involve a highly publicized matter, irrespective of amount. (b) Details. The following information about each dispute: 1 A brief description of the dispute, 2 The basis of disagreement, and 3 If open, how far the dispute has proceeded, or 4 If resolved, the agreement or decision reached, and 5 Whether an appeal has been taken or is likely to be taken. (c) When and Where. The recipient should provide this information: 1 In its next quarterly Milestone Progress Report, and 2 At its next Project Management Oversight review, if any. Small recipients may report less frequently if no disputes are outstanding. (d) FTA Officials to Notify. FTA also encourages the recipient to keep its FTA project manager informed about disputes with which it is involved. In particular, the recipient should contact its project manager about any unusual activity. (2) Adequate Documentation. FTA expects the recipient to include adequate documentation in its project files of the facts, events, negotiations, applicable laws, and a legal evaluation of the likelihood of success in any potential litigation involving the dispute as may be needed to justify FTA's concurrence in any compromise or settlement, should FTA concurrence become necessary. (3) Audit. An audit can help the recipient demonstrate that any settlement costs, if incurred, are necessary, reasonable, adequately documented, and appropriate for FTA support. The recipient should consider conducting or obtaining a formal audit to substantiate each part of a large contract dispute before entering into a settlement. The audit should be conducted in accordance with "Generally Accepted Auditing	GABPM Sec. 1.12.r. Partially or Fully Federally Funded Acquisitions

5.4 U.S. Department of Transportation Federal Transit Administration Circular 4220.1F		
Federal Guidance	**Narrative**	**County Compliance**
	Standards" as defined by the American Institute of Certified Public Accountants. FTA also encourages the recipient to undertake an audit or similar analysis before settlement of a small dispute.	

5.4 U.S. Department of Transportation Federal Transit Administration Circular 4220.1F		
Federal Guidance	**Narrative**	**County Compliance**
VII, 4.a	The Recipient's Role and Responsibilities. The Common Grant Rules charge the recipient with responsibility for evaluating and resolving third party contract claims and litigation resulting from a contractor's violation, default, or breach of its third party contracts with recipients of Federal assistance. The recipient is also responsible for resolving any claims and litigation the contractor may present against it. Due to FTA's financial interest in the settlement of third party contract claims and litigation, and concerns about matters with significant policy consequences to the Federal Government, FTA expects the recipient to: (1) Notify FTA. FTA expects the recipient to provide the following information in connection with third party contract claims and litigation with which it is involved. (a) Subjects. A list of claims and litigation involving third party contracts and potential third party contracts that: 1 Have a value exceeding $100,000, 2 Involve a controversial matter, irrespective of amount, or 3 Involve a highly publicized matter, irrespective of amount. (b) Details. The following information about each claim or lawsuit: 1 A brief description of the claim or litigation, 2 The basis of disagreement, and 3 If open, how far the claim or litigation has proceeded, or 4 If resolved, the decision or agreement reached, and 5 Whether an appeal has been or is likely to be taken. (c) When and Where. The recipient should provide this information: 1 In its next quarterly Milestone Progress Report, and 2 At its next Project Management Oversight review, if any. Small recipients may report less frequently if no claims or litigation are outstanding. (d) FTA Officials to Notify. FTA also encourages the recipient to keep its FTA project manager informed about claims and litigation with which it is involved. In particular, the recipient should contact its project manager about any unusual activity. (2) Legal Rights and Remedies. In resolving third party contract claims, FTA expects the recipient to take reasonable measures to pursue its rights and remedies available under law, including settlement, particularly if failure to do so would jeopardize the Federal interest in the project or cause the recipient to seek additional Federal assistance.	GABPM Sec. 1.12.s. Partially or Fully Federally Funded Acquisitions

5.4 U.S. Department of Transportation Federal Transit Administration Circular 4220.1F		
Federal Guidance	**Narrative**	**County Compliance**
IV, 2. b (6) (b) 4	Termination. Termination for cause and termination for convenience provisions must be included in contracts exceeding $10,000.	Sec. 1 FTA General Terms and Conditions of County Contracts

5.4 U.S. Department of Transportation Federal Transit Administration Circular 4220.1F		
Federal Guidance	**Narrative**	**County Compliance**
2.h.(1); (2) (a)	Architectural Engineering (A&E) and Related Services—Special Requirements. Federal laws and regulations impose the following requirements on A&E and related procurements: (1) Qualifications-Based Requirements. For projects related to or leading to construction, an FTA recipient must use the qualifications-based procurement procedures of 40 U.S.C. Chapter 11 ("Brooks Act" procedures) when contracting for A&E services and other services described in 49 U.S.C. Section 5325(b), which include program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, or related services. (2) Relation to Construction. The nature of the services to be performed and its relationship to construction, not the nature of the prospective contractor, determines whether qualifications-based procurement procedures may be used. (a) Purpose of Services. FTA has long administered the requirement for using qualifications-based procurement procedures for selection of contractors that perform A&E services, generally associated with the construction, alteration, or repair of real property. FTA interprets 49 U.S.C. Section 5325(b) to authorize the use of qualifications-based procurement procedures only for those services that directly support or are directly connected or related to construction, alteration, or repair of real property. FTA's interpretation of 49 U.S.C. Section 5325(b) is consistent with typical Federal policies implementing the "Brooks Act," 40 U.S.C. Section 1102, which limits qualifications-based procurement procedures to research, planning, development, design, construction, alteration, or repair of real property. Thus if services, such as program management, feasibility studies, or mapping, are not directly in support of, directly connected to, or directly related to, or lead to construction, alteration, or repair of real property, then the recipient may not use qualifications-based procurement procedures to select the contractor that will perform those services.	AO 3-39 Standard Process For Construction Of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders And Reporting CM-DC 2-8.1 and 2-10.4 FS - Sec. 287.055

5.4 U.S. Department of Transportation Federal Transit Administration Circular 4220.1F		
Federal Guidance	**Narrative**	**County Compliance**
VI, 3.g.	Design-Bid-Build. The design-bid-build procurement method requires separate contracts for design services and for construction. (1) Design Services. For design services, the recipient must use qualifications-based procurement procedures, in compliance with applicable Federal, State and local law and regulations. (2) Construction. Because the recipient may not use qualifications-based procurement procedures for the actual construction, alteration or repair of real property, the recipient generally must use competitive procedures for the construction. These may include sealed bidding or competitive negotiation procurement methods, as appropriate.	ISD-SPD does not use the Design-Bid-Build Method

5.4 U.S. Department of Transportation Federal Transit Administration Circular 4220.1F		
Federal Guidance	**Narrative**	**County Compliance**
VI, 3.h.	Design-Build. The design-build procurement method consists of contracting for design and construction simultaneously with contract award to a single contractor, consortium, joint venture, team, or partnership that will be responsible for both the project's design and construction. FTA's enabling legislation expressly authorizes the use of FTA capital assistance to support design-build projects "after the recipient complies with Government requirements," 49 U.S.C. Section 5325(d)(2). (1) Procurement Method Determined by Value. First, the recipient must separate the various contract activities to be undertaken and classify them as design or construction, and then calculate the estimated total value of each. Because both design and construction are included in a single procurement, the FTA expects the recipient to use the procurement method appropriate for the services having the greatest cost, even though other necessary services would not typically be procured by that method. (a) Construction Predominant. The construction costs of a design-build project are usually predominant so that the recipient would be expected to use competitive negotiations or sealed bids for the entire procurement rather than the qualification-based "Brooks Act" procurement procedures. Specifically, when construction costs will be predominant, unless FTA determines otherwise in writing, an FTA recipient may not use qualifications-based procurement procedures to acquire architectural engineering, program management, construction management, feasibility studies, preliminary engineering, design, architectural and engineering, surveying, mapping, or related A&E services unless required by State law adopted before August 10, 2005. (b) Design Services Predominant. In the less usual circumstance in which the cost of most work to be performed will consist of costs for architectural and engineering, program management, construction management, feasibility studies, preliminary engineering, design, architectural engineering, surveying, mapping, or related A&E services, FTA expects the recipient to use qualifications-based procurement procedures based on the "Brooks Act," 40 U.S.C. Sections 1101 through 1104, as described in subsection 3.e of this Chapter.	AO 3-39 Standard Process For Construction Of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders And Reporting CM-DC 2-8.1 and 2-10.4 FS - Sec. 287.055

5.4 U.S. Department of Transportation Federal Transit Administration Circular 4220.1F		
Federal Guidance	**Narrative**	**County Compliance**
V,7. b.(2)	Cardinal Changes. A significant change in contract work (property or services) that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change. Such practices are sometimes informally referred to as “tag-ons.” A change within the scope of the contract (sometimes referred to as an “in-scope” change) is not a “tag-on” or cardinal change.	GABPM Sec. 1.18 Dictionary (Cardinal Changes)
II,b(4)	Revenue Contracts. A revenue contract is a contract in which the recipient or subrecipient provides access to public transportation assets for the primary purpose of either producing revenues in connection with an activity related to public transportation, or creating business opportunities with the use of FTA assisted property. The recipient has broad latitude in determining the extent and type of competition appropriate for a particular revenue contract. Nevertheless, to ensure fair and equal access to FTA assisted property and to maximize revenue derived from such property, the recipient should conduct its revenue contracting as follows: (a) Limited Contract Opportunities. If there are several potential competitors for a limited opportunity (such as advertising space on the side of a bus), then the recipient should use a competitive process to permit interested parties an equal chance to obtain that limited opportunity. (b) Open Contract Opportunities. If, however, one party seeks access to a public transportation asset (such as a utility that might seek cable access in a subway system), and the recipient is willing and able to provide contracts or licenses to other parties similarly situated (since there is room for a substantial number of such cables without interfering with transit operations), then competition would not be necessary because the opportunity to obtain contracts or licenses is open to all similar parties. In the case of joint development, as explained below, FTA will work with the recipient to determine appropriate procedures, as necessary.	GABPM Sec. 3.1.11 FTA Revenue Contracts

V, 4. a. b. c.	State or Local Government Purchasing Schedules or Purchasing Contracts. FTA uses the term “State or local government purchasing schedule” to mean an arrangement that a State or local government has established with several or many vendors in which those vendors agree to provide essentially an option to the State or local government, and its subordinate government entities, to acquire specific property or services in the future at established prices. These arrangements are somewhat similar to the General Services Administration’s (GSA) Cooperative Purchasing Program available for Federal Government use. If the State or local government wishes to permit others to use its schedules, the State or local government might seek the agreement of the vendor to provide the listed property or services to others with access to the schedules, or it may permit the vendor to determine whether or not it wishes to do so. **CAUTION:** The term “State or local government purchasing schedule” does not include intergovernmental purchasing schedules to be the type of State or local intergovernmental agreements. a. Use. (1) Use Permitted. FTA’s policies are as follows: (a) General. The Common Grant Rule for governmental recipients encourages recipients and subrecipients to enter into State and local intergovernmental agreements for procurements of property or services, and. (b) State or Local Government Permission Required. If so permitted by State or local authorities, a non-governmental recipient may also use State and local sources of property and services. This is because 49 C.F.R.§ 18.36(a) permits States to use their own policies and procedures they use for their own purchases, not because those schedules are “State intergovernmental agreements,” and b. Use Restricted. Although the Common Grant Rule for government recipients, 49 C.F.R. § 18.36(b)(5), provides that “grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurements of common goods and services”: (1) Prohibited. FTA does not authorize grantees to consider intergovernmental purchasing schedules to be the type of State or local intergovernmental agreement to which that Common Grant Rule is referring, but (2) Permitted. FTA recognizes joint purchases to be the only type of intergovernmental agreement suitable for use by its grantees and subgrantees. c. All FTA and Federal Requirements Apply. When obtaining property or services in this manner, the recipient must ensure	GABPM Sec. 3.2.1 Accessing Contracts from other Government Agencies and Not for Profit Organization s

5.4 U.S. Department of Transportation Federal Transit Administration Circular 4220.1F		
Federal Guidance	**Narrative**	**County Compliance**
	all Federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master intergovernmental contract or in the recipient's purchase document. One way of achieving compliance with FTA requirements is for all parties to agree to append the required Federal clauses in the purchase order or other document that effects the recipient's procurement. When buying from these schedules, the recipient should obtain Buy America certification before entering into the purchase order. If the product to be purchased is Buy America compliant, there is no problem. If the product is not Buy America compliant, the recipient will need to obtain a waiver from FTA before proceeding.	
I, z.	Recipient means the public or private entity to which FTA awards Federal assistance through a grant, cooperative agreement, or other agreement. The recipient is the entire legal entity even if only a particular component of the entity is designated in the document through which FTA has awarded the Federal assistance. The term "recipient" includes "grantee," which is a "recipient" of Federal grant assistance. The term "recipient" also includes each member of a consortium, joint venture, team, or partnership awarded FTA assistance through a grant, cooperative agreement, or other agreement. For the purposes of this circular, "recipient" also includes any subrecipient or subgrantee of the recipient. Furthermore, a recipient is responsible for assuring that each of its subrecipients complies with the applicable requirements and standards of this circular, and that each of its subrecipients is aware of the Federal statutory and regulatory requirements that apply to its actions as a subrecipient. Neither a third party contractor nor a third party subcontractor is a "recipient" for purposes of this circular.	Not Applicable. Miami-Dade County has no subrecipients

5.5 U.S. Department of Transportation Federal Transit Administration Master Agreement		
Federal Requirement	**Narrative**	**County Compliance**
This FTA Master Agreement contains the standard terms and conditions that apply to the Underlying Agreement with the Recipient, which Underlying Agreement may take the form of an: 1. FTA Grant Agreement, including an FTA Grant Agreement for an award of federal assistance under the Tribal Transit Program, 2. FTA Cooperative Agreement, or 3. FTA Transportation Infrastructure Finance Innovation Act (TIFIA) Loan, Loan Guarantee, Line of Credit, Master Credit Agreement, or State Infrastructure Bank (SIB) Cooperative Agreement.		
Section 15	Preference for United States Products and Services. Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including: a. Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j), b. Cargo Preference–Use of United States-Flag Vessels. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 C.F.R. part 381, and c. Fly America. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.	GABPM Sec. 4.1.1 Preparation of solicitation documents
Section 16. Procurement		

5.5 U.S. Department of Transportation Federal Transit Administration Master Agreement		
Federal Requirement	**Narrative**	**County Compliance**
a.	Federal Laws, Regulations, Requirements, and Guidance. The Recipient agrees: (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements, (2) To comply with the applicable U.S. DOT Common Rules, and (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, “Third Party Contracting Guidance,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance.	

5.5 U.S. Department of Transportation Federal Transit Administration Master Agreement		
Federal Requirement	**Narrative**	**County Compliance**
b.	Full and Open Competition. The Recipient agrees to conduct all its third party procurements using full and open competition as provided in 49 U.S.C. § 5325(a), and as determined by FTA.	CM-DC Sec. 2-8.1 IO 3-38 Master Procurement Implementing Order AO 3-39 Standard Process For Construction Of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders And Reporting GABPM Sec. 1.11 Competitive Process, Sec. 1.12 Partially or Fully Federally Funded Acquisitions, Sec. 1.13 Restrictions on Procurement Not Using Full and Open Competition, and Sect. 1.14 Prohibition of Provisions within Solicitations that Unduly Restrict Competition
c.	Exclusionary or Discriminatory Specifications. The Recipient agrees that it will not use any federal assistance under 49 U.S.C. chapter 53 for any procurement based on exclusionary or discriminatory specifications, as provided in 49 U.S.C. § 5325(h), unless authorized by other applicable federal laws, regulations, or requirements.	AO 3-23 Anti-discrimination in Contracting, Procurement, Bonding, and Financial Services Activities

5.5 U.S. Department of Transportation Federal Transit Administration Master Agreement		
Federal Requirement	**Narrative**	**County Compliance**
d. (1)	Required Clauses in Third Party Contracts. In addition to other applicable provisions of federal law, regulations, requirements, and guidance, all third party contracts made by the Recipient under the Federal award must contain provisions covering the following, as applicable: (1) Simplified Acquisition Threshold. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, must address administrative contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	GABPM Sec. 4.1.1 Preparation of solicitation documents
d. (2)	Termination. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.	GABPM Sec. 4.1.1 Preparation of solicitation documents

5.5 U.S. Department of Transportation Federal Transit Administration Master Agreement		
Federal Requirement	**Narrative**	**County Compliance**
d. (3)	Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order No. 11246, "Equal Employment Opportunity," 42 U.S.C. § 2000e note (30 *Fed. Reg*. 12319, 12935, 3 C.F.R. 1964–1965 Comp., p. 339), as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," (32 *Fed. Reg*. 14,303) and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."	GABPM Sec. 4.1.1 Preparation of solicitation documents
d. (4)	Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148).	Not applicable

5.5 U.S. Department of Transportation Federal Transit Administration Master Agreement		
Federal Requirement	**Narrative**	**County Compliance**
d. (5)	Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	GABPM Sec. 4.1.1 Preparation of solicitation documents

5.5 U.S. Department of Transportation Federal Transit Administration Master Agreement		
Federal Requirement	**Narrative**	**County Compliance**
d. (6)	Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	
d. (7)	Clean Air Act (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1388), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	GABPM Sec. 4.1.1 Preparation of solicitation documents

5.5 U.S. Department of Transportation Federal Transit Administration Master Agreement		
Federal Requirement	**Narrative**	**County Compliance**
d. (8)	Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (*see* 2 C.F.R. § 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 *Fed. Reg.* 6370,) and 12689 (31 U.S.C. § 6101 note, 54 *Fed. Reg*. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	GABPM Sec. 4.1.1 Preparation of solicitation documents
d. (9)	Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.	GABPM Sec. 4.1.1 Preparation of solicitation documents

5.5 U.S. Department of Transportation Federal Transit Administration Master Agreement		
Federal Requirement	**Narrative**	**County Compliance**
d. (10)	Solid Wastes. A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	GABPM Sec. 4.1.1 Preparation of solicitation documents
e.	Geographic Restrictions. The Recipient agrees that it will not use any state or local geographic preference, except as permitted by federal law, regulation, requirement, or guidance.	ISD/SPD has revised procedures and solicitation documents to ensure that geographical preferences, and User Access Program (UAP) and Inspector General (IG) fees are not applied to federally funded purchases.
f.	In-State Bus Dealer Restrictions. The Recipient agrees that any state law requiring buses to be purchased through in-state dealers will not apply to purchases of vehicles supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, as provided in 49 U.S.C. § 5325(i).	Not applicable

5.5 U.S. Department of Transportation Federal Transit Administration Master Agreement		
Federal Requirement	**Narrative**	**County Compliance**
g.	Organizational Conflict of Interest. The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest.	GABPM Sec. 1.10 Guiding Principles and Values of County Procurement and Sec. 2 Integrity and Control IO 3-38 Master Procurement Implementing Order (Ethics) CM-DC Sec. 2-11.1 Conflict of Interest & Code of Ethics IO 3-34 Formation and Performance of Selection Committees IO 7-7 Policies and Procedures Establishing a Public Service Honor Code For Elected and Appointed County Officials and County Employees Reso. R-449-14 Commission Auditor to Conduct Background Checks on Members Serving on Evaluation Committees

5.5 U.S. Department of Transportation Federal Transit Administration Master Agreement		
Federal Requirement	**Narrative**	**County Compliance**
h.	Project Labor Agreements. As a condition of a third party contract award, the Recipient may require the Third Party Contractor or Subcontractor to have an affiliation with a labor organization, such as a Project Labor Agreement, consistent with Executive Order No. 13502, "Use of Project Labor Agreements for Federal Construction Projects," February 6, 2009 (74 *Fed. Reg.* 6985).	To be considered, as appropriate
i.	Force Account. The Recipient agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.	Agreed
j.	FTA Technical Review. The Recipient agrees that FTA may review and approve the Recipient's technical specifications and requirements to the extent FTA believes necessary to ensure proper administration of the Underlying Agreement.	Agreed
k.	Relationship of the Award to Third Party Contract Approval. The Recipient agrees that the terms of the Underlying Agreement do not, by themselves, constitute approval of any non-competitive third party contract associated with the Award, unless FTA indicates otherwise in writing.	Agreed
l.	National Intelligent Transportation Systems Architecture and Standards. The Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed*. *Reg*. 1455, January 8, 2001, and all other applicable federal guidance.	

5.5 U.S. Department of Transportation Federal Transit Administration Master Agreement		
Federal Requirement	**Narrative**	**County Compliance**
m.	Rolling Stock. The Recipient agrees that any procurement for rolling stock will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), and their implementing regulations.	GABPM Sec. 4.1.1 Preparation of solicitation documents
n.	Bonding. The Recipient agrees to comply with the following bonding requirements and restrictions as provided in federal regulations and guidance: (1) Construction. As provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Underlying Agreement that involve construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds. (2) Activities Not Involving Construction. For each Project or related activities implementing the Underlying Agreement not involving construction, the Recipient will not impose excessive bonding and will follow FTA guidance.	(1) Not applicable (2) AO 3-23 Anti-discrimination in Contracting, Procurement, Bonding, and Financial Services Activities. GABPM, Sec. 1.14 Prohibition of Provisions within Solicitations that Unduly Restrict Competition
o.	Architectural Engineering and Related Services. When procuring architectural engineering or related services supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53 or provided in any other law requiring the Award to be administered under 49 U.S.C. chapter 53, the Recipient agrees to comply and assures that each of its Subrecipients will comply with 49 U.S.C. § 5325(b).	
p.	Design-Build Projects. As provided in 49 U.S.C. § 5325(d), the Recipient may use a design-build procurement to carry out its Design-Build Project, provided that it complies with applicable federal laws, regulations, and requirements, and follows federal guidance.	

5.5 U.S. Department of Transportation Federal Transit Administration Master Agreement		
Federal Requirement	**Narrative**	**County Compliance**
q.	Award to Other than the Lowest Bidder. As permitted under 49 U.S.C. § 5325(c), the Recipient may award a third party contract to other than the lowest bidder, if that award furthers an objective (for example, improved long-term operating efficiency and lower long-term costs) consistent with the purposes of 49 U.S.C. chapter 53 and any implementing federal regulations, requirements, or guidance that FTA may issue.	The County will consider awarding contracts based on long-term operating efficiency and lower long-term costs, as permitted herein
r.	Award to Responsible Third Party Contractors. The Recipient agrees to award third party contracts only to contractors able to carry out the procurement successfully, as provided in 49 U.S.C. § 5325(j), and before awarding a third party contract, it will consider the proposed contractor's integrity, compliance with public policy, past performance, and financial and technical resources.	R-187-12 Due Diligence FS-Sec. 287.133(2)(a) (Public Entity Crimes) CM-DC Sec. 2-8.1.1 (Collusion) CM-DC Sec. 2-8.4.1 (Fraud and Misrepresentation) GABPM Sec. 4.2.5 Responsibility
s.	Access to Third Party Contract Records. The Recipient agrees to require, and assures that each of its Subrecipients will require, its Third Party Contractors at each tier to provide: (1) The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all third party contract records (at any tier) as required under 49 U.S.C. § 5325(g), and (2) Sufficient access to all third party contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of Underlying Agreement as determined by FTA.	GABPM Sec. 1.12 (l) and (m) Partially or Fully Federally Funded Acquisitions Sec. 1 FTA General Terms and Conditions of County Contracts

5.5 U.S. Department of Transportation Federal Transit Administration Master Agreement		
Federal Requirement	**Narrative**	**County Compliance**
t.	Electronic and Information Technology. The Recipient agrees that reports or information it provides to or on behalf of the Federal Government will use electronic or information technology that complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194.	
u.	Veterans Preference. As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.	
v.	Acquisition by Lease. The Recipient agrees that if it intends to acquire Project property through a lease it will comply, as applicable, with 49 U.S.C. chapter 53 and section 3019 of the FAST Act, and FTA regulations, "Capital Leases," 49 C.F.R. part 639, to the extent those regulations are consistent with federal laws.	

5.5 U.S. Department of Transportation Federal Transit Administration Master Agreement		
Federal Requirement	**Narrative**	**County Compliance**
w.	Bid Protests. The Recipient agrees to provide FTA, as part of the annual or quarterly Milestone Progress Report, with a list of all bid protests and appeals for solicitations or contracts in excess of $500,000. The Recipient also should be mindful of the requirement in Section 39, Disputes, that the Recipient must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the Recipient is located, of significant current or prospective legal matters that may affect the Federal Government.	GABPM Sec. 4.3.2 Protest Procedures

5.6 49 CFR 661.6 Certification Requirements for Procurement of Steel or Manufactured Products		
Federal Requirement	**Narrative**	**County Compliance**
661.6	If steel, iron, or manufactured products (as defined in §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in § 661.13(b) of this part. Certificate of Compliance with Buy America Requirements The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661. Date Signature Company Name Title Certificate of Non-Compliance with Buy America Requirements The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7 Date Signature Company Name Title	GABPM Sec. 4.2.10 Buy America Certificate of Compliance

5.7 49 CFR 663 Pre-Award and Post-delivery Audits of Rolling Stock Purchases		
Federal Requirement	**Narrative**	**County Compliance**
663.21 – 663.27	**Pre-award audit requirements.** A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock. **§ 663.23 Description of pre-award audit.** A pre-award audit under this part includes— (a) A Buy America certification as described in § 663.25 of this part; (b) A purchaser's requirements certification as described in § 663.27 of this part; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in § 663.41 or § 663.43 of this part. **663.25 Pre-award Buy America certification.** For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that— (a) There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b)(1),(b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or (b) The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly. **663.27 Pre-award purchaser's requirements certification.** For purposes of this part, a pre-award purchaser's requirements certification is a certification a recipient keeps on file that— (a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and (b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.	GABPM Sec.4.2.11 Pre-award audit requirements

663.31 – 663.39	**Subpart C—Post-Delivery Audits § 663.31 Post-delivery audit requirements.** A recipient purchasing revenue service rolling stock with FTA funds must ensure that a post-delivery audit under this part is complete before title to the rolling stock is transferred to the recipient. **§ 663.33 Description of post-delivery audit.** A post-delivery audit under this part includes— (a) A post-delivery Buy America certification as described in § 663.35 of this part; (b) A post-delivery purchaser's requirements certification as described in § 663.37 of this part; and (c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in § 663.41 or § 663.43 of this part. **§ 663.35 Post-delivery Buy America certification.** For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that— (a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or (b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly. **§ 663.37 Post-delivery purchaser's requirements certification.** For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that— (a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall—	GABPM Sec. 1.12 Partially or Fully Federally Funded Acquisitions

5.7 49 CFR 663 Pre-Award and Post-delivery Audits of Rolling Stock Purchases		
Federal Requirement	**Narrative**	**County Compliance**
	(1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications. (b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications. (c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications. [56 FR 48395, Sept. 24, 1991, as amended at 71 FR 14118, Mar. 21, 2006] **§ 663.39 Post-delivery audit review.** (a) If a recipient cannot complete a post-delivery audit because the recipient or its agent cannot certify Buy America compliance or that the rolling stock meets the purchaser's requirements specified in the contract, the rolling stock may be rejected and final acceptance by the recipient will not be required. The recipient may exercise any legal rights it has under the contract or at law. (b) This provision does not preclude the recipient and manufacturer from agreeing to a conditional acceptance of rolling stock pending manufacturer's correction of deviations within a reasonable period of time.	

SECTION 6 MIAMI-DADE PROCUREMENT MANUAL FOR FEDERALLY FUNDED PURCHASES

Miami-Dade County has revised the U.S. Department of Justice guide for use as a procurement manual for federally funded acquisitions.

Procurement Manual For Federally Funded Procurements

Introduction

This document was derived from the U.S. Department of Justice (DOJ), Guide to Procurements under DOJ grants and Cooperative Agreements, intended for use by non-Federal entities (that is, recipients and subrecipients). Miami-Dade County has adopted and revised the DOJ guide for use as a procurement manual for federally funded procurements. As used throughout this document, the term guide and procurement manual are interchangeable, and the term "non-Federal entity(ies)" means Miami-Dade County or County, when federal assistance is used or expected for federally funded procurements.

This guide is based on the Procurement Standards set out at 2 C.F.R. Sections 200.317 through 200.326 and given regulatory effect by way of 2 C.F.R. Part 2800, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice* (hereafter, the "Part 200 Uniform Requirements").

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Contracts with Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area Firms Checklist

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Chapter 1

General Principles

This "Guide to Procurements" is intended to be used by States and other non-Federal entities.

All non-Federal entities should be aware that any disbursement of Federal program funds to another party may cast that party as either a subrecipient or a contractor. For guidance on subrecipient and contractor determinations, see 2. C.F.R. § 200.330. This guide deals with procurement (i.e. contracts) under grants and not with subawards to subrecipients. Under the Part 200 Uniform Requirements, a contractor is an entity that receives a contract, which is defined as a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award (2 C.F.R. § 200.22, 2 C.F.R. § 200.23). A subaward in contrast is an award provided by a Non-Federal entity to a subrecipient so that the subrecipient can carry out a part of the Federal award (2 C.F.R. § 200.92). Whether the agreement is a subaward or a contract will be determined by the substance of the relationship, regardless of whether the parties consider the agreement to be a contract.

When conducting procurements under Federal grant and cooperative agreement awards, a Non-Federal entity must establish and maintain written procurement policies and procedures that reflect any applicable State, tribal, or local laws and regulations. These procurements must also conform to applicable Federal law, including the Part 200 Uniform Requirements.

Finally, those engaged in construction activities funded under federal grants and cooperative agreements should be aware that special rules may apply to their activities. See 2 C.F.R. § 200.325.

Chapter 2

Evolution of a Requirement

A grant or cooperative agreement application may incorporate the prospective non-Federal entity contracting parts of a project, such as when equipment or materials are required in order to carry out the project funded under the Federal award.

The preliminary decision to contract is based upon the prospective recipient's best knowledge of the project requirements. Front-end logistical planning is necessary to conclude how best to meet the requirement. Dollar estimates for contracting efforts should be determined first, and then later included in the grant application.

The non-Federal entity should consider the most economical approach to the acquisition, including whether a procurement contract is the best option for meeting a project requirement.

Multiple options may be available, depending on the goods and services required. Each should be considered in light of the Part 200 Uniform Requirements' emphasis upon greater economy, efficiency, and avoiding any duplication of effort. 200 C.F.R. § 200.318(d).

No.	Question	Yes	No
1.	Is it more economical to lease the requirement rather than purchase it? (Check grant documents, does it state purchase or lease?) If the answer is "Yes", consider leasing rather than purchasing. See Chapter 18 "Other Considerations" of this guide.		
2.	Is the requirement for common or shared goods or services? If the answer is "Yes", consider using a State or local intergovernmental agreement, or an inter-entity agreement. Can an existing County contract be federalized?		
3.	Does the requirement allow for used equipment or property as opposed to new? If the answer is "Yes", consider using Federal excess or surplus property.		

Chapter 3

Acquisition Planning/Developing the Procurement Package

If competitive sealed bidding is to be used, the contract is to be awarded on a fixed-price basis to the lowest responsible and responsive bidder. The invitation for bids should include a complete, clear, accurate, and realistic specification or purchase description (including any necessary design specifications).

If a negotiated procurement (Request for Proposal – RFP) approach is to be used to obtain the goods or services, the solicitation's Statement of Work (SOW) should incorporate a clear and accurate description of the technical requirements. The RFP also must identify all evaluation factors and their relative importance (evaluation criteria).

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used instead. The solicitation must clearly state any specific features of any named brand that offerors must address in an offer in order to meet requirements under the procurement. 2 C.F.R. § 200.319(c)(1).

The checklist below lists the types of documents that should be completely developed before the procurement action begins.

Pre-Procurement Documentation Requirements:

- ✓ Requisition (from user department).
- ✓ Market Research document (from user department).
- ✓ SOW (negotiated procurement) or Invitation for Bids (competitive, sealed bidding) (include design specifications, if applicable) (from user department).
- ✓ Evaluation Criteria (negotiated procurement).
- ✓ Justification for noncompetitive procurement (sole source contracting). See Chapter 10 - Procurement by Noncompetitive Proposals (from user department).
- ✓ All concurrences that may be required.

Contracting Planning Procedures Checklist

No.	Question	Yes	No
1.	Are grant or cooperative agreement funds available to fund the proposed procurement? Obtain copy of grant from user dept.		
2.	Has a market research been conducted by user department and documented to determine if there are contractors available to satisfy the requirement?		
3.	Have divisions of labor been identified regarding contractual obligations for administrative, technical, and overall project responsibility?		
4.	What type of procurement method has been chosen (see Chapter 4)? Micro-purchases Small Purchases Competitive Sealed Bidding Competitive Proposal (Negotiated Procurement) Procurement by Noncompetitive Proposals		
5.	Has the SOW been developed by user department if required (or, the Invitation for Bids, if competitive sealed bidding is to be used)?		
6.	If the contract is to be competitively negotiated, have Evaluation Criteria been developed?		
7.	If the contract is to be negotiated on a sole source basis, has a Sole Source Justification been prepared? (See Chapter 10)		

Chapter 4

Methods of Procurement

Details on the following methods of procurement are found in the chapters indicated below:

- Shared Services and Other Agreements between Agencies (Entities) (Chapter 6)
- Small Purchases (and Micro-Purchases) (Chapter 7)
- Competitive Sealed Bidding (Chapter 8)
- Competitive Proposal (Negotiated Procurement) (Chapter 9)
- Procurement by Noncompetitive Proposals (Chapter 10)

As mentioned earlier in Chapter 2 ("Evolution of a Requirement"), multiple options may be available to obtain goods or services. As an example, if the product or service is available from another government agency or department, it may be appropriate to enter into a state, local, or tribal intergovernmental (or intra-governmental) or inter-entity agreement. Such agreements, under appropriate circumstances, may provide more economical, cost-effective, and efficient ways to obtain or use common or shared goods or services. If acquisition planning and research indicate that a procurement contract is the most cost-effective approach to meeting a particular requirement, then the procuring entity needs to apply its procurement procedures and policies – and the Procurement Standards in the Part 200 Uniform Requirements – to help identify the appropriate procurement method and its requirements.

For purchases below the Simplified Acquisition Threshold, procurement by micro-purchase or by small purchase procedures may be used.

Where the contract value costs more than the Simplified Acquisition threshold, the main types of procurement are procurement by competitive proposals (Competitive Negotiation) and procurement by sealed bid (Competitive Sealed Bidding). The sealed bid method is the preferred method for procuring construction if the following conditions apply:

- A complete, adequate, and realistic specification or purchase description is available;
- More than one responsible bidder is willing and able to compete effectively, and
- The procurement lends itself to a firm fixed price contract and the selection of contractor can be made principally on the basis of price.

Procurement by competitive proposals is generally used when conditions are not appropriate for the use of sealed bids.

Procurement by Noncompetitive Proposal is used in limited circumstances, see Chapter 10.

Chapter 5

Competition

All procurement transactions must be conducted in a manner that provides for full and open competition, consistent with the procurement standards.[1]

All non-Federal entities should have written procedures for procurement transactions. These procedures must ensure that all solicitations incorporate clear and accurate descriptions of the technical requirements for the goods or services being procured. This description should not, however, in competitive solicitations, unduly restrict competition.

In order to preserve full and open competition, contractors that develop or draft statements of work, requirements, specifications, or invitations for bids or requests for proposals must be excluded from competing for those procurements. Further, undue restrictions on full and open competition must be avoided, such as:

- Making unreasonable requirements in order to qualify for competition;
- Requiring unnecessary experience or excessive bonding;
- Engaging in noncompetitive practices between firms or in noncompetitive contracts with consultants on retainer;
- Organizational conflicts of interest;
- Specifying a "brand name" product without provision for an equivalent product to be offered (and without performance requirements or features being clearly described in procurement documents – salient characteristics), or
- Any arbitrary action in the procurement process.

The SOW (or Invitation for Bids) itself should encourage such full and open competition. Bidders' lists or market research can be used to help determine whether there will be a sufficient number of prospective offerors or bidders for a full and open competition to take place. Procurement Management's Future Solicitation should be used in all instances.

Recommendations and prohibitions regarding how to make these competitions as full and open as possible are examined in detail at 2 CFR § 200.319.

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[1] Part 200 Uniform Requirements 2 CFR § 200.319.

Some organizations choose to maintain a prequalified bidders list, i.e., a list of prospective bidders who are prequalified as to material, equipment, or services. However, if not administered properly, this prequalification may run counter to the goal of full and open competition. Accordingly, prequalified bidders lists may be used only if they are current and include enough qualified sources to ensure adequate competition. If a pattern of "no response" is indicated for one or more bidders, organizations should consider whether removal of such bidder(s) from a bidders list may be justifiable and appropriate. Also, maintaining these lists by functional category may make them easier to use and maintain. If bidders' lists are used, prospective bidders must not be precluded from becoming qualified during the solicitation period.[2]

Local preference laws/ordinances have always required special attention by the grantor agency when there are Federal dollars involved. Therefore, the non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except where expressly encouraged by applicable Federal law.[3] Likewise, User Access Program and Inspector General (IG) fees are not allowed, although the IG clause is required.

Competition Checklist

No.	Question	Yes	No
1.	Does the SOW (or Invitation for Bids) contain attributes conducive to a full and open competition?" If the answer is "No," the restrictive parts should be rewritten.		
2.	Has the bidders list or a market research been reviewed to determine availability of competitive contractors? If the answer is "No," a review should be done to determine the availability of competitive contractors in the market place.		
3.	Has an "advertising" strategy been developed to allow prospective bidders ample time to request a copy of the invitation for bids and respond accordingly? If the answer is "No," ample time for advertising should be factored in, when determining the forecasted award date.		

[2] 2 C.F.R. § 200. 319(d).
[3] 2 C.F.R. § 200.319(b).

Chapter 6

Shared Services and Other Agreements between Agencies (Entities)

(May normally apply to state, tribal, or local governments)

In certain instances, one way to satisfy a requirement is to meet the requirement through the transfer of funds from one unit of an organization to another, or through an agreement between or among governments (or entities) to share – or use common – goods or services. These approaches may help foster greater efficiency and economy. See 2 C.F.R. § 200.318(e). Such approaches to obtain goods or services may be possible where, for example:

- Another part of the government (or organization) has the in-house capability or has a contract vehicle already in place that may be available to satisfy the requirement; or
- Another State, tribal, or local government has an existing contractor currently performing an activity, such as supplying a good or service, and that contractor would be capable (and available consistent with any applicable rules and contract terms) of satisfying the requirement; or
- Two or more neighboring jurisdictions may enter into an agreement (and may transfer or pool funds or share infrastructure) to share certain services or resources and take advantage of economies of scale.

The use of shared or common services arrangements or other agreements between or among agencies may offer certain advantages. For example, valuable procurement lead-time (or costs) may be saved. In addition, the preparation of a SOW, as well as the requirements for invitations for bids or requests for proposals, may become unnecessary under certain circumstances.

Shared Services/Other Agreements Checklist

No.	Question	Yes	No
1.	Is there already a contractor under contract elsewhere within your jurisdiction (such as with another agency or department), or with another jurisdiction, that may be capable of and available to provide goods or services that may satisfy your agency's requirement? If the answer is "Yes," use of an existing contract with the contractor may be considered, assuming that any applicable rules and the existing contract's terms would allow your agency to use it to meet your requirement.		

No.	Question	Yes	No
2.	Is there an opportunity to share or use common goods or services with a neighboring jurisdiction or organization to meet your agency's needs? If the answer is "Yes", an intergovernmental (or intra-governmental) or inter-entity agreement may be explored in order to help satisfy your agency's requirement.		

Chapter 7

Small Purchases (and Micro-Purchases)

Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold [(currently set at $150,000)].[4] **However, the County will follow dollar thresholds established in the County's Procurement Guidelines – follow link below.**
http://intra.miamidade.gov/procurement/library/procurement-guidelines.pdf

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (currently set at $3,500).[5]

This method is an important part of the logistics support function. Simplified procedures to cut down procurement lead time for day-to-day support items should be used. Simplified procedures may include the following:

1. **Telephone or Electronic Solicitations (normally for local vendors).** Price quotes are received by telephone or electronically. Where the purchase is anticipated to exceed the micro-purchase threshold, at least three (3) vendors should be solicited and price, availability, delivery, etc., should be requested. The purchase order is then awarded to the vendor quoting the lowest price, including consideration of all other factors. Supporting documentation must be maintained in the purchase order file and include the date contacted, vendors contacted, and quoted amounts and quantities.

   TIP: Non-Federal entities must follow their own dollar threshold policy limitations if they do not exceed Federal thresholds.

2. **Unadvertised Written Quotations.** This procedure applies to more complex low dollar items when a quote in writing is desirable. Purchase Order Award is made to the vendor quoting the lowest price and meeting the technical requirements. Where the purchase is anticipated to exceed the micro-purchase threshold, quotations should be sought from at least three (3) vendors. Supporting documentation must be maintained that is similar to that for telephone solicitations. Refer to County Ordinance 17-94, link below:
   http://www.miamidade.gov/govaction/matter.asp?matter=172928&file=false&fileAnalysis=false&yearFolder=Y2017

3. **Blanket Purchase Agreements and Credit Cards.** Blanket Purchase Agreements (BPAs) may be described as a "Charge Account" that a procuring entity with frequent recurring requirements establishes with qualified sources of supply. Depending upon threshold

limits established under non-Federal entity procurement rules, purchase cards (or, credit cards) may sometimes be used for these transactions. Non-Federal entities should have documented procedures that include control limits, authorized users and approving officials. Orders are placed against the BPA and the agreed-to-discount is included on the resulting invoice. Normally, billings are made by the vendor on a monthly basis. Caution should be taken to ensure discipline in assigning authority to purchase, including through the use of purchase cards. Orders should be placed to satisfy only legitimate requirements.

4. **Imprest Fund (Petty Cash Fund).** Paying cash for small dollar purchases is a viable way to accommodate small dollar requirements. There is only one overriding prerequisite for successful operation of the fund: Strict Dollar Accountability. Only designated personnel should be given safe access and combination numbers. Any change in designated personnel should require a change in the safe combination. Cash advances may be made and reconciled with a paid invoice at the completion of the purchase. Documented policy and procedures are needed including approving officials and periodic audits of the fund.

Micro-purchases (defined at 2 C.F.R. § 200.67) may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable. To the extent practicable, micro-purchases should be distributed equitably among qualified suppliers.

When seeking to use either small purchase or micro-purchase methods, procuring agencies must avoid the intentional "splitting" of purchases or transactions to circumvent the dollar threshold limitations. Periodic internal review of buying patterns that focuses on repetitive transactions would be a good approach to address this potential issue. A repetitive buying pattern for a good or service without auditable evidence of a strong business case or programmatic reason to support the awarding of multiple contracts under small- or micro-purchase thresholds at frequent intervals may indicate that inappropriate purchase splitting has occurred.

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[4] 2 C.F.R. § 200.320(b). The Simplified Acquisition Threshold is set by the Federal Acquisition Regulation (FAR). The FAR currently sets the Simplified Acquisition Threshold at $150,000, though it is periodically adjusted for inflation in accordance with 41 U.S.C. § 1908. See 2 C.F.R. § 200.88.

[5] 2 C.F.R. § 200.320(a). The Part 200 Uniform Requirements defines "Micro-purchase" at 2 C.F.R. § 200.67. The Micro-purchase threshold is set by the FAR. The FAR currently sets the Micro-purchase threshold at $3,500, subject to certain exceptions. 48 C.F.R. § 2.101.

Small Purchases Checklist

No.	Question	Yes	No
1.	Is the estimated cost of the requirement at or below the established simplified acquisition threshold? If the answer is “Yes,” a purchase order may be used.		
2.	Are there available local vendors that may logistically satisfy the requirement? If the answer is “No,” consider additional lead-time required to solicit vendors outside the local area.		
3.	May the requirement be satisfied by an existing “Blanket” purchase agreement? If the answer is “Yes,” use the existing Blanket Purchase Agreement. If the answer is “No,” conduct a solicitation in accordance with Non-Federal entity procedures.		
4.	Has the requirement been “split” to be below the mandatory purchase agreement monetary level? (Order splitting, an unallowable practice, is reducing an order below the small purchase threshold to avoid a more complex procurement method.) If the answer is “Yes,” another method must be used.		

Chapter 8

Competitive Sealed Bidding

Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.[6]

Competitive Sealed Bidding is the preferred method for procurement and is properly used when the following conditions exist:

1. The requirement can be described and is finite and specific in detail, i.e., no unknowns or no contingencies. The contract will be awarded to the

    a. **lowest** (fixed price) (where specified in bidding documents certain factors such as discounts, transportation costs, and life cycle costs must be considered in determining which bid is lowest),
    b. **responsive** (the bid meets all the requirements of the invitation for bids, including design specifications), **and**
    c. **responsible bidder** (the contractor has the capability in all respects, including technical and financial).

2. There are two or more contractors that could satisfy the requirement and are willing and able to compete for the contract.

3. There is enough time available to issue the invitation for bids, conduct a public bid opening, and award a firm fixed-price contract to the lowest responsive and responsible bidder.

If sealed bids are used, bids must be solicited to an adequate number of known suppliers, providing them with a sufficient amount of time to respond. Under the sealed bidding method of procurement, it is not necessary to conduct discussions with bidders in order to obtain the greatest value for the procuring agency, as the award is to be made to the lowest responsive and responsible bidder. For local and tribal governments, the invitation for bids must be publically advertised.

However, if a procurement could be of the type that it may need to involve negotiation with vendors or discussions in order for the procuring agency to obtain the best value based on the requirement, it may be the case that competitive sealed bidding is not the right approach and the competitive proposals procurement method should be used instead.

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[6] 2 C.F.R. § 200.320(c).

Competitive Sealed Bidding Checklist

No.	Question	Yes	No
1.	Is it possible to describe the requirement in exact terms (e.g., design specifications) so the contractor can make a fixed price bid? (Note: If a contractor must provide a deliverable for a fixed price where "unknowns" are involved, contingency dollars usually are included in the price. Then, if these contingencies do not generate or occur, the material/service may be overpriced.) If the answer is "Yes," an Invitation for Bid (IFB) may be effectively used and the award can be made to the lowest bidder that is responsive and responsible.		
2.	Can it be expected that "advertising" will result in two or more responses to the solicitation? If the answer is "Yes," consider use of an IFB.		

Chapter 9

Competitive Proposals (Negotiated Procurement)

Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids.[7]

Procedures involve the following:

1. Develop a Statement of Work (SOW) listing essential requirements to accomplish the contract. For instance, in the case of a desired service, the SOW should spell out the particular problem to be solved including any essential requirement, without needlessly mandating the approach the contractor must take unless required by law. The SOW should be written in a straightforward manner, and, as a minimum, should contain the following:

    a. Background providing necessary introductory information or evolution of the requirement.
    b. Objectives/scope of work detailing broad parameters that are essential to effectively satisfy the requirement. (Note: Do not needlessly mandate how the contractor should satisfy the objectives of the contract. Performance measures must be used to ensure the quality of the outputs/outcomes.)
    c. A list of tasks with accompanying deliverables, organized in a logical sequence.
    d. A delivery schedule in increments as required to satisfy the requirement. The schedule may include performance bonuses for early completion and penalties for late delivery.
    e. Acceptance and approval procedures should be indicated.
    f. Other coverage as may be required:
        i. References, licensing, and professional certifications (do not limit to number of references or years of experience).
        ii. Non-Federal entity furnished items.
        iii. Packing and shipping.
        iv. Any other points that require coverage.

2. Develop the Request for Proposals (RFP) to identify all evaluation factors and their relative importance.

[7] 2 C.F.R. § 200.320(d).

3. The RFP normally will contain the following:

    a. Letter of Transmittal (or local standard form) providing certain relevant details concerning the requirement.
    b. A delivery schedule to be included in the definitive contract, including all necessary administrative details.
    c. The SOW (see no. 1 on the previous page).
    d. Required special and mandatory clauses (Reference: Contract Provisions, Chapter 11).
    e. Any special instructions to offerors to assist in developing the offer.
    f. A listing of evaluation criteria to be used by the non-Federal entity in the evaluation of the offers received. Percentage weights may be assessed each criterion or the order of importance of each indicated criterion may be shown.
    g. Any other information that may be required for the offerors to completely understand the contents and intent of the Request for Proposals.
    h. A due date and time frame for receipt of all proposals.

4. The RFP must be solicited to an adequate number of qualified sources. Any timely response to the RFP must be considered to the maximum extent practicable.

5. Evaluation of the proposals received must be accomplished in accordance with written Non-Federal entity procedures. Each proposal must be scored based upon the evaluation criteria contained in the RFP. Evaluation criteria must not be changed after receipt of offers.

TIP: Clauses for bonuses for early completion and penalties for late delivery may be developed if they are in the public interest. Clauses may be added to the contract to cover these points. Also a prior approval key-personnel clause may be needed for personal services to ensure that qualified individuals are employed.

6. Contracts must be awarded to the responsible firm whose proposal is the most advantageous to the program, with price and any other evaluation criteria considered.

7. When a procurement involves conducting negotiations, negotiations must be conducted with those offerors submitting the most promising proposals (those most highly rated in terms of technical factors and other evaluation criteria) in accordance with the determination of a procurement official (e.g., a contracting officer) designated by the non-Federal entity for that purpose. Issues (unforeseen requirements) raised during the negotiation phase by one respondent may be communicated to all remaining offerors, so that all may respond to the issue during the best and final phase of the negotiations.

Competitive Proposals Checklist

No.	Question	Yes	No
1.	Is it necessary to resolve technical questions/unknowns by negotiations with the successful contractor? If the answer is “Yes,” this requirement is a candidate for the competitive proposal process.		
2.	Is it necessary to develop a Statement of Work, instead of a Design Specification spelling out specifically what is needed? If the answer is “Yes,” competitive proposals should be used.		
3.	Use County’s procurement procedures and checklist		

Chapter 10

Procurement by Noncompetitive Proposals (Sole Source Contracting)

Procurement by noncompetitive proposals is procurement through the solicitation of a proposal from only one source and may be used only under specified circumstances.[8]

As indicated in Chapter 5 ("Competition"), non-Federal entities must provide for full and open competition, consistent with the procurement standards. However, there are certain circumstances that may call for other than full and open competition. These circumstances may result in "sole source" contracting.

The Part 200 Uniform Requirements is quite clear regarding the necessity to have full and open competition to satisfy non-Federal entity procurement requirements. Procurement through the solicitation of a proposal from only one source may be used **only if** one or more of the following circumstances apply:

1. The item or service is available only from a single source.
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity.
4. After solicitation of a number of sources, competition is determined inadequate.

TIP: Prior written approval is required for all proposed sole source contracts over the Simplified Acquisition Threshold (currently $150,000).

In any event, documentation reflecting actions taken and the position of the non-Federal entity is extremely important in order to establish an audit trail.

The following page contains a sample format for requesting prior approval to award sole source contract.

2 C.F.R. §200.320(f)

Justification for Non-Competitive Procurement

Sample Format

Paragraph	Content
1	A brief description of the program and the product or service being procured, to include the expected procurement amount.
2	Explanation of why it is necessary to contract non-competitively that provides a justification based on at least one of the four circumstances previously listed in this chapter (also see 2 C.F.R. § 200.320(f)). This explanation must demonstrate how the proposed contractor's unique qualifications or the nature of the procurement necessitate the use of a noncompetitive approach given the circumstance(s) cited. • If the product or service to be procured is available from only a single source or from only one supplier with unique capabilities, the justification should clearly demonstrate why this is so and how these circumstances are relevant given the nature of the acquisition. • A justification based on public exigency or emergency should explain the nature of the public exigency or emergency, including why procurement other than through noncompetitive proposals would cause unacceptable delay in addressing the public exigency or emergency. (Failure to plan does not justify noncompetitive procurement based on public exigency or emergency.) • If competition among multiple sources was determined to be inadequate, the justification should provide a detailed summary of any prior solicitations (including the number of sources solicited) and explain why competition was determined inadequate.

Paragraph	Content
3	A description of and the results of any market survey or research conducted to help determine whether a full and open competition consistent with applicable law could be conducted (or, if no market survey or research was conducted, explain why not).
4	Statement of when contractual coverage is required and, if dates are not met, what impact it will have on the program (for example, how long it would take another contractor to reach the same level of competence). Make sure to include the financial impact in dollars.
5	Description of and the results of any organizational conflict of interest review conducted (or, if no organizational conflict of interest review was conducted, explain why not.).
6	Any other points necessary for the justification.
7	Determination that the proposed noncompetitive procurement action is in the best interest of the DOJ awarding agency (or pass-through entity, as applicable).

Chapter 11

Contract Provisions

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 —"Contract Provisions for Non-Federal Entity Contracts Under Federal Awards."[9] Non-Federal entities may develop language suited to accommodate a specific contractual situation, providing such clauses are consistent with the procurement standards and other applicable law. Non-Federal entities should be aware that they bear full responsibility for the settlement of all contractual and administrative issues arising out of their procurements, and that the Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the proper authority in the applicable jurisdiction.[10] A discussion of a few of these provisions is set forth below:

1. Contracts in excess of the simplified acquisition threshold (currently set at $150,000) must address administrative, contractual, or legal remedies in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
   Reference: Part 200 Appendix II(A).

2. **Termination**. Any contract over $10,000 must address termination for cause and termination for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement.

   a. **Termination for Convenience.** Contract is terminated due to reasons known to the non-Federal entity, i.e., program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. This type of termination is utilized when the contractor is not in violation of the contract terms and conditions.
   b. **Termination for Cause.** Contract is terminated due to actions by the contractor, i.e., failure to perform, financial difficulty, slipped schedules, etc. In certain instances, termination settlement may include reprocurement costs to be paid by the contractor.

   Termination settlements shall be accommodated by negotiations carefully planned in order to achieve an equitable resolution.
   Reference: Part 200 Appendix II(B).

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[9] 2 C.F.R. § 200.326.
[10] 2 C.F.R. § 200.318(k).

3. **Construction**. Contracts awarded for construction have special requirements and clauses. If you have a grant allowing construction costs, please read the associated solicitation, award documents, and special conditions carefully. Regular contact with your program manager is very important. Construction contracts must include all relevant clauses found in Appendix II to Part 200, including Part 200 Appendix II(C) (Equal Employment Opportunity), (D) (Davis-Bacon Act), and (E) (Contract Work Hours and Safety Standards).

4. **Rights to Inventions Made Under a Contract or Agreement.** Any discovery or invention that arises during the course of the contract shall be reported to the non-Federal entity. This clause should require the contractor to disclose promptly inventions to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

   If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §.401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of Title 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
   Reference: Part 200 Appendix II(F)

   Terms and conditions contained in grant or cooperative agreement award documentation also may contain provisions regarding patents and intellectual property, specifically including requirements or special instructions, that may require that non-Federal entities include specific contract provisions (as applicable) in procurement contracts entered into under DOJ grant or cooperative agreement awards.

5. **Debarment and Suspension.** A contract award meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists. The debarment and suspension certification requires that agencies establish and implement procedures to ensure that Federal assistance is not awarded to entities that are prohibited from receiving Federal funds. Those procedures should include a review of information in SAM regarding exclusion status. (See OMB guidance at 2 C.F.R. § 180 implementing Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235 and DOJ regulations at 2 CFR Part 2867 adopting and supplementing subparts A through I of 2 CFR Part 180), "Debarment and Suspension.").
   Reference: Part 200 Appendix II(H)

6. **Clean Air and Water.** Contracts (and subrecipients) exceeding $150,000.00, must contain a provision requiring the contractor (or subrecipients) to agree to comply with all requirements of the Clean Air Act (42 U.S.C. 7401 et seq.), and the Clean Water Act [Federal Water Pollution Control Act] as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
   Reference: Part 200 Appendix II(G)

7. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
   Reference: Part 200 Appendix II(I)

8. **Procurement of recovered materials.** A non-Federal entity that is a state agency or agency of a political subdivision of a state must include a provision requiring contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Per Section 6002, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000, these non-Federal entities and their contractors must procure only items, designated in guidelines of the EPA at 40 C.F.R. § 247, containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. These non-Federal entities and their contractors must procure solid waste management services so that energy and resource recovery are maximized, and they must establish an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
   Reference: Part 200 Appendix II(J), 2 C.F.R. § 200.322.

Chapter 12

Contract Type Selection

The following is a list of various contract types. Contract Type can refer both to the overall structure of a contract (e.g. task or delivery order) and the pricing structure of a contract (fixed price vs. cost reimbursement). Determining which contract type to use is important to ensure cost-effectiveness and performance.

Pricing Structure:

The non-Federal entity must perform a cost or price analysis in connection with every procurement action (including modifications) in excess of the Simplified Acquisition Threshold. The exact method and degree of analysis will vary depending on the exact circumstances and facts of a particular procurement situation, but the non-Federal entity must, as a starting point, make independent cost estimates before publishing or receiving bids or proposals.[11]

1. **Fixed Price.** All contracts awarded under a competitive sealed bidding result in some type of "fixed price" arrangement, normally a firm fixed price. Fixed price contracts may also be awarded under other contracting methods such as negotiation/competitive proposals, for instance, where the use of sealed bidding would be inappropriate because discussions with the contractor are deemed necessary. Fixed price contracts have the advantage that the risk rests with the contractor. Firm fixed price contracts may be appropriate when:

    a. It is possible to describe exactly what is needed to satisfy the requirement;
    b. Across the table discussions are determined not necessary, and
    c. It is determined that there is adequate competition available.

    Other types of fixed price contracts include:

    - Fixed price with fixed price with economic price adjustment, and
    - Fixed price incentive.

2. **Cost Reimbursement.** Under cost reimbursement contracts, contractors are paid both the allowable incurred cost (i.e., allowable actual expenses) and a predetermined fee or profit. Contractors should be reimbursed for their actual expenditures (no accruals may be reimbursed) no more often than bi-weekly. Normally, contractors are reimbursed in monthly increments. Some procuring organizations

TIP: Recipients must closely monitor cost reimbursement contracts to avoid unneeded cost over-runs.

[11] 2 C.F.R. § 200.323.

permit withholding of a small percentage of each reimbursement request to ensure final delivery and contract close-out. Inasmuch as contractors are incrementally reimbursed as the contract progresses, the risk to the contractor is minimized.

The most common type of cost reimbursement contract is the cost plus fixed fee (CPFF). In this type of contract the fee (on fixed price contracts it is defined as profit) is negotiated front-end and does not change. On cost reimbursement contracts, a ceiling is placed on the estimated cost. Even though additional dollars may be added under certain conditions, the fee does not change as long as the contract remains in-scope.
Any contractual situation that automatically increases the fee when additional dollars are added is known as "cost plus percentage of cost" and is prohibited.[12] Other types of cost reimbursement contracts are:

- Cost contracts.
- Cost sharing contracts.
- Cost plus incentive fee contracts.
- Time and materials contracts. These contracts are those where the cost to the non-Federal entity is the sum of the actual cost of the materials plus the direct labor hours charged at fixed hourly rates, reflecting wages, general and administrative expenses, and profit. Labor Hour contracts are identical to time and materials contracts except that no materials are involved. These contracts may be used only after a determination that no other contract type is suitable, and only if the contract includes a ceiling price that the contractor exceeds at its own risk.[13]

TIP: Time and materials contracts may be used when the non-Federal entity makes a determination that no other type of contract is suitable and the contract includes a ceiling price that the contractor exceeds at its own risk.

Overall Structure:

1. **Task and delivery order** contracts are used when exact time of delivery or the exact amount needed is unknown. Indefinite delivery contracts may be "indefinite delivery/indefinite quantity" (ID/IQ) or "indefinite delivery/definite quanity" (ID/DQ). If the exact amount needed is not known, the contract may include a guaranteed minimum in the case of an ID/IQ or a promise not to order from others in the case of a requirements contract.

2. **Letter contracts** are used when exigency requires an immediate binding agreement so work can begin, but time does not permit negotiation of a definitive contract. When the

[12] 2 C.F.R. § 200.323(d).

[13] 2 C.F.R. § 200.318(j).

definitive contract is awarded, the letter contract is superseded and letter contract dollars expended will be incorporated in the definitive contract. These contracts should be used with care and only when truly necessary.

3. **State, tribal, or local contractor lists**. When pre-approved competition has already occurred, it may allow for an entity to *piggy-back* off the existing contract as long as it is consistent with State, tribal, or local laws and procedures.

The above-listed contracts are summarized on the chart located on pages 32 — 34 of this guide.

Contract Type Checklist

No.	Question	Yes	No
1.	Can the deliverables be specifically identified and the quality measurable? If the answer is "Yes," then a fixed price contract may be properly utilized, either by using competitive sealed bidding procedures, or, if discussions are necessary, negotiated procurement (i.e., competitive proposals) procedures.		
2.	Should the contractor logically be able to assume the "risk" for contract performance? If the answer is "Yes," a fixed price contract is appropriate.		
3.	Is the contractor's accounting system capable of segregating costs so proper charges may be made to the non-Federal entity contract for invoicing purposes? If the answer is "No," another type of contract other than cost reimbursement must be used.		
4.	Realizing that cost reimbursement contracts require more contract administration responsibilities, is the non-Federal entity prepared to accept this responsibility? If the answer is "No," steps must be taken to correctly determine whether another type of contract may be appropriate prior to the award of any cost-reimbursement-type contract vehicle.		
5.	Time and Materials, indefinite quantity, and requirements contracts require that orders against the contract be negotiated and placed before the contractor begins work. Will the non-Federal entity be in a position to describe individual tasks to be accomplished as they generate? If the answer is "No," consideration should be given to other contractual types.		
6.	Concerning "Letter Contracts," are monetary limits along with a target date for definitization shown on the document? If the answer is "No," the letter contract should be changed to accommodate these two points.		

Guide to Selection of Contract Types

The following is a non-exhaustive list of examples of some of the contracts types that are allowed for federal procurement under the FAR. Non-Federal entities may find it useful to consider these in determining the procurement approach that may be appropriate for a particular requirement.

Type	Applicability	Essential Elements	Limitations
Firm-Fixed Price	Fair and reasonable prices can be established at inception. For example: • Reasonably definite design or performance specifications; • Realistic estimates; • Adequate competition, and • Valid cost or operating data that provides reasonable price comparisons.	Initial fixed-price places 100% responsibility and risk on the contractor.	Non-Federal entity and contractor must agree on fixed-price at inception.
Fixed-Price with Escalation	Market or labor conditions unstable over extended production period.	Ceiling on upward adjustment; downward adjustment appropriate where elements escalated may fall below base levels provided in contract.	Contingencies are industry-wide and beyond contractor control; contingencies must be specifically defined in the contract.
Fixed-Price Incentive	Where cost uncertainties exist and there is the possibility of cost reduction and/or performance improvements by giving contractor (i) a degree of cost responsibility and (ii) a positive profit incentive. Firm Target Type: Firm target and final profit adjustment formula can be negotiated initially.	Firm Target: Target cost; target profit; price ceiling; and profit adjustment formula.	Adequate Contractor accounting system required. Must determine that any other contract type is impractical. Used for development and production procurements.

Guide to Selection of Contract Types

Type	Applicability	Essential Elements	Limitations
Cost-Plus Incentive Fee (CPIF)	Uncertainties in Performance or requirements -- Impossible or impractical to estimate costs firmly or circumstances do not allow for the contract requirements to be defined sufficiently for a fixed price contract. Development and test when incentive formula can provide positive incentive for effective management. Where feasible, use performance incentives together with cost and schedule incentives.	Uncertainties in Performance or requirements—Impossible or impractical to estimate costs firmly or circumstances do not allow for the contract requirements to be defined sufficiently for a fixed price contract.	Adequate Contractor accounting system required. Non-Federal entities must closely monitor cost reimbursement contracts to avoid unneeded cost over-runs.
Cost-Plus-Fixed-Fee	Uncertainties in Performance or requirements -- Impossible or impractical to estimate costs firmly. or circumstances do not allow for the contract requirements to be defined sufficiently for a fixed price contract Term Form: Research preliminary exploration, or study when level of effort is initially unknown (or development and test when a CPIF is impractical). Completion Form: Research or other development effort when the task or job can be clearly defined, a definite goal or target expressed, and a specific end product required.	Uncertainties in Performance or requirements -- Impossible or impractical to estimate costs firmly. or circumstances do not allow for the contract requirements to be defined sufficiently for a fixed price contract -- Impossible to estimate costs firmly. Negotiated estimate of costs; fee fixed initially except for changes in the work or services required.	Adequate Contractor accounting system required. Non-Federal entities must closely monitor cost reimbursement contracts to avoid unneeded cost over-runs.
Time and Materials (Labor-Hours)	Not possible initially to estimate extent or duration of work (L-H used where materials not involved), e.g., engineering or design services, repair, maintenance, or overhaul.	Direct labor hours specified at fixed hourly rates; direct materials at "cost." Ceiling price shall be established.	Determination that no other type of contract is suitable. Non-Federal entities must closely monitor cost reimbursement contracts to avoid unneeded cost over-runs.

Guide to Selection of Contract Types

Type	Applicability	Essential Elements	Limitations
Letter Contract	Exigency requires immediate binding agreement so work can begin, but time does not permit negotiation of a definitive contract.	Maximum government liability, type of definitive contract, as many definitive contract provisions as possible.	No other contract type suitable.
State, Tribal, or Local Contractor Lists	Where adequate competition has occurred and the product or service offered meets the needs of the project.	Follow local/tribal/state regulations.	Ensure that state, tribal, or local geographic presences have not been used in the procurement evaluation.
Task and Delivery Orders	Exact time of delivery unknown. Definite Quantity: Quantity known, delivery period can be specified; supplies available or have a short lead time. Requirements: Preciseness of designated activities during a definite period not known initially. Indefinite Quantity: Impossible to know precise quantities needed by designated activities during a definite period and government cannot commit itself beyond a minimum.	Definite Quantity: Provision for delivery to designated points or upon order. Requirements: Estimated total quantity; maximum and minimum total quantity where feasible; maximum and minimum order where appropriate. Indefinite Quantity: Stated maximum and minimum total quantity; maximum and minimum order where applicable.	Firm fixed-price, fixed-price with escalation, or fixed-price with redetermination only.

Chapter 13

Code of Conduct

The non-Federal entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations by officers, employees, or agents of the non-Federal entity.[14]

No employee, officer, or agent of the non-Federal entity shall participate in selection, award, or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- The employee, officer or agent, or
- Any member of his/her immediate family, or
- His or her partner, or
- Any organization which employs, or is about to employ, has a financial or other interest in or receives or stands to receive a tangible personal benefit from a firm being considered for a contract.

Non-Federal entity personnel involved in the procurement process must be ever alert for situations that may create a real, or even apparent, conflict of interest. Common sense and adherence to standards and codes of conduct will go a long way toward eliminating potential problems.

Non-Federal entity personnel should additionally:

- Be familiar with any code of ethics guidance published by or available to their organization.
- Neither solicit nor accept gifts, favors, gratuities, or anything of monetary value from contractors or parties to subcontracts. In this connection, non-Federal entities may set standards to address situations where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.
- Avoid, at all times, even the appearance of a conflict of interest.
- Ensure that proposal evaluators (price and technical) or members of their immediate families do not own stock or have other financial interest in the companies being evaluated.

- Refer any problem that arises concerning conflict of interest to upper management and legal counsel, as appropriate.

Organizational Conflict of Interest:[15]

Organizational conflicts of interest are conflicts of interests that arise where the non-Federal entity is or appears to be unable to conduct an impartial procurement action due to relationships with a parent company, affiliate, or subsidiary organization. Where a non-Federal entity has a parent, affiliate or subsidiary organization that is not a state, local, or tribal government, the non-Federal entity's written standards of conduct must also cover organizational conflicts of interest.

[15] 2 C.F.R. § 200.318(c)(2).

Code of Conduct Checklist

No.	Question	Yes	No
1.	Is there any indication that there is any inappropriate action on the part of either the non-Federal entity or the contractor from either an individual or organizational conflict of interest standpoint? If the answer is "Yes," the non-Federal entity's top management, in concert with legal counsel, should determine the severity of the problem and enforce sanctions and notify proper authorities.		
2.	Is there any indication the SOW might be restrictive? If the answer is "Yes," the SOW must be corrected and the RFP amended or canceled, as appropriate.		
3.	Have there been any protests or hints of improprieties from any outside sources? If the answer is "Yes," the validity must be determined and action taken accordingly.		
4.	Has there been an appearance of conflicts of interest relating to the proposed contractual action? If the answer is "Yes," a thorough investigation should be conducted and any required corrective action taken.		
5.	Have cost and technical evaluation committee members evaluating proposals under competitive negotiation procedures signed a statement confirming the fact that they or members of their immediate family do not own stock in the companies being evaluated? If the answer is "No," a signed statement should be obtained from each evaluator.		
6.	Has "brand name or equal" been used excessively in similar solicitations that might be interpreted as leading to a conflict of interest situation? If the answer is "Yes," the work specification, if possible, should be expanded in order to achieve more competition.		

Chapter 14

Price and Cost Analysis

The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications.[16]

Price Analysis involves a comparison of the bottom line price quoted by the offeror with prices paid on other contracts for the same or similar materials or services; a review of trade publications for comparability; a comparison of prices quoted by other respondents to the solicitation (does not apply to sole source contracts); and any other comparison available to the non- Federal entity. The purpose of price analysis is to determine that the price quoted is within range of acceptability to the non-Federal entity.

Cost Analysis involves an analysis of the individual elements of cost (as requested by the solicitation) as stated in the contractor's cost proposal. Examples of individual elements of cost include direct labor, fringe benefits, overhead (indirect costs), materials, travel, subcontracts, etc. Questionable individual elements of cost become negotiation targets for the non-Federal entity during the subsequent negotiation with the contractor.

Price and Cost Analysis are required for all proposals submitted by offerors for evaluation and negotiation by the non-Federal entity. Non-Federal entities should make independent estimates before receiving bids or proposals. Contents of the cost proposal should be in consonance with the contractor's accounting system which must be operationally capable of segregating costs by contract. Offerors should certify that individual elements of cost are true, correct and verifiable from the contractor's accounting system.

Non-Federal entities should compare graphically each contractor's cost proposal using spreadsheets. However, keep in mind that accounting systems differ between contractors and exact dollar comparison between individual cost elements may not constitute a valid comparison. For example, one contractor may charge a certain expense item to overhead (indirect costs), whereas another contractor may charge an identical expense item as a "direct" charge to the contract.

Price Analysis and Cost Analysis are normally used in concert with each other. Each should support the other.

From an operational standpoint, this important facet of an effective negotiation plan cannot be overlooked or minimized.

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[16] 2 C.F.R. § 200.323.

Price and Cost Analysis Checklist

No.	Question	Yes	No
1.	Is the total price determined to be fair and reasonable? Does it compare favorably with the sum total of the individual elements of cost that have been analyzed? If the answer is "No," (with a limited tolerance allowed), then further effort is required to make these two figures more compatible.		
2.	Was the overhead (indirect cost) rate used in the contractor's proposal determined by audit? If the answer is "Yes," determine when audit was completed and whether the overhead (indirect cost) rate can be categorized as current. If the answer is "No," determine on what basis the overhead (indirect cost) rate was calculated and then validate acceptability.		
3.	Was a spreadsheet used to show graphically a comparison of the elements of cost? Even though a spreadsheet is not mandatory, its use is highly recommended.		
4.	Were individual results from cost analysis used to determine negotiation cost targets? Remember the proposal is the contractor's. Justification is required for any element of cost questioned by the non-Federal entities.		
5.	If possible, non-Federal entities should adhere to maximum Federal fee limitations under cost reimbursement arrangements, i.e., 10% on estimated cost, 15% of the estimated cost on Research and Development, and 6% of the estimated cost of Construction or Architectural Engineering. Does the negotiated fee fall within these stated limitations? If the answer is "No," consider alternatives with upper echelon non-Federal entity management.		

Chapter 15

Protests

Non-Federal entities alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements.[17]

Any contractor or aggrieved party has the right to protest actions before or after the award of the contract. In accordance with good administrative practice and sound business judgment, non-Federal entities shall be responsible for the settlement of all contractual responsibilities arising out of contract solicitations and awards. Issues that might initiate a protest include:

1. Source evaluation activity
2. Protests
3. Disputes (differences of opinion)
4. Claims
5. Any other pertinent issues.

As a best practice, protests should be in writing to the non-Federal entity. Non-Federal entities should follow local procedures for resolution in order that effective due process may be achieved. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts.

In summary, the non-Federal entity is responsible for handling and resolving all contractual activity protests. Ordinarily, except in matters of direct federal concern, a Federal awarding agency will not substitute its judgment for that of the non-Federal entity. However, this should not be construed that Federal advice should not be sought when considered appropriate by the non-Federal entity.

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[17] 2 C.F.R. § 200.318(k).

Protests Checklist

No.	Question	Yes	No
1.	Has the aggrieved party submitted his protest in writing? If the answer is "No," consider recommending that the protest be submitted in writing if the magnitude is great enough to have serious operational impact.		
2.	Has non-Federal entity's top management been alerted to the seriousness of the protest and has legal counsel been sought?" If the answer is "No," top management and legal counsel should be advised.		
3.	Has the non-Federal entity exerted ample effort toward resolution of the protest before seeking help from awarding Federal agency? If the answer is "No," the non-Federal entity should exert ample effort toward resolution before seeking help from awarding Federal agency.		

Chapter 16

Contracting with Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area Firms

The non-Federal entity must take all necessary affirmative steps to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.[18]

Small Business Firms:	Designated by the Small Business Administration.
Minority Business Firms:	51 percent Minority Owned/Operated.
Women's Business Enterprises:	Small business that is at least 51 percent owned by a woman or women.
Labor Surplus Area Firms:	Firms geographically located in distressed labor surplus areas designated by the Secretary of Labor.

Non-Federal entities shall ensure the following affirmative steps:

1. Placement of small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Allocating requirements into smaller amounts, when feasible, to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery requirements, when feasible, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, and
6. When the non-Federal entity's contractor(s) (for these purposes, the "prime" contractor(s)) may award a subcontract(s), requiring the "prime" contractor(s) to take these steps (1-5) for its subcontract(s).

Notwithstanding the fact that no contracting goals are established, the non-Federal entity ~~is~~ may be expected to provide statistics on contract awards. ~~to DOJ upon request~~.

[18] 2 C.F.R. § 200.321.

Contracts with Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area Firms Checklist

No.	Question	Yes	No
1.	Are statistics readily available concerning contract awards to these firms? If the answer is "No," develop a simplified reporting system.		

Chapter 17

Contract Administration

Non-Federal entities will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.[19]

Contract administration refers to post award actions by the non-Federal entity to ensure that the terms and conditions of the contract are met. It takes continual vigilance on the part of the non-Federal entity to ensure that contract deliverables are met to accommodate mandated project requirements. A non-Federal entity will follow the same procedures for procuring property and services under a grant as it uses for its non-Federal funds. Other non-Federal entities should follow procedures outlined in this guideline.

1. **Delegations.** Non-Federal entity management shall delegate administration responsibility to designated personnel selected for their technical and administrative capability to administer the contract effectively. Any disagreement between technical and administrative personnel shall be referred to top level non-Federal entity management for resolution.

2. **Inspection and Acceptance.** Contractor deliverables shall be inspected before official acceptance by the non-Federal entity to ensure that contract requirements are met. Acceptance shall be made officially only after the non-Federal entity determines that contract terms and conditions have been met.

3. **Progress Reports.** Under cost reimbursement contracts, progress/status reports are required normally by the SOW. These reports shall be reviewed by the non-Federal entity to determine if contract delivery milestones are being met, and, if they are not, the seriousness of the delinquency should be analyzed and, if appropriate, corrective action taken.

4. **Invoice Processing.** Under cost reimbursement contracts, reimbursement invoices are submitted normally by the contractor on a monthly basis. However, in the case of a small or disadvantaged contractor, invoices may be submitted every two weeks. There must be a correlation between dollars paid incrementally to the contractor and contract progress in consonance with an acceptable tolerance level that is established. Invoices should be processed as expeditiously as possible with dollar hold-backs (to be paid after completion/final acceptance) considered in determining the net amount of the incremental dollar reimbursement.

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[19] 2 C.F.R. 200.318(b).

5. **Consent to Subcontract.** Non-Federal entities shall establish procedures to review and give prior consent for subcontracts awarded by a prime contractor(s). Monetary consent levels may be established at the discretion of the non-Federal entity.

6. **Non-Federal entity Contract Close-out.** Non-Federal entity contract close-out is an important function of contract administration and may be characterized logically as the last of the many functions related to contract administration.

Contract Administration Checklist

No.	Question	Yes	No
	Delegations		
1.	Have delegations been made in writing to include all operational and administrative aspects of contract post award activity? If the answer is "No," action should be taken to have proper delegations made in writing.		
	Inspection and Acceptance		
2.	For materials and hardware, do invoices submitted by the contractor include evidence of acceptance by the non-Federal entity? If the answer is "No," the invoice shall not be paid until evidence of acceptance is indicated.		
3.	On cost reimbursement contracts, before acceptance by the non-Federal entity, has contract dollar reimbursement been reconciled with available contract specified funding? If the answer is "No," procedures shall be developed to verify funding availability before acceptance is made.		
	Progress Reports (cost reimbursement contracts)		
4.	Are progress reports reviewed to validate correctness and to determine if contract delivery schedules/milestones are being met? If the answer is "No," progress related to milestones should be analyzed to determine contract status. If the contractor is in violation of the contract requiring progress reports, action should be taken to enforce the contract terms and conditions.		

No.	Question	Yes	No
	Inspection and Acceptance		
5.	Are invoices submitted by the contractor for materials and equipment analyzed by the non-Federal entity before authorizing payment? If the answer is "No," procedures shall be developed to analyze all invoices submitted to ensure availability.		
6.	Under cost reimbursable contracts, are the dollars requested by the contractor compatible with progress indicated on status reports? If the answer is "No," percent of contract completion indicated on progress reports should be compatible with total funds requested for reimbursement.		
7.	Is availability of funds determined before approval of the invoice authorizing payment? If the answer is "No," funds availability must be determined before authorizing the invoice for payment.		
	Non-Federal Entity Contract Close-Out		
8.	Have all contract funds been reconciled? Have any remaining funds been de-obligated? Have all invoices been paid?		
9.	Has any property furnished or purchased by the non-Federal entity been returned or accounted for in accordance with existing procedures?		
10.	Has the non-Federal entity received a certification from the contractor that all bills relating to the contract have been paid?		
11.	Have all contract deliverables been inspected and accepted by the non-Federal entity?		
12.	Have any law suits/legal actions relating to contract activity been settled?		

No.	Question	Yes	No
13.	On cost reimbursement contracts, is the non-Federal entity satisfied that all claimed costs are allowable costs relating to contract activity?		
14.	Has a bi-lateral amendment been executed reflecting contract close-out? Contract close-out is not complete if any of questions 8 to 14 reflect a “No” response.		

Chapter 18

Other Considerations

1. **Lease vs. Purchase**

Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.[20]

Before entering into a leasing arrangement for equipment or purchasing equipment, a lease-purchase analysis should be performed by the non-Federal entity to determine economic feasibility. This analysis should reflect a comparison of forecasted costs for both an outright purchase and a leasing arrangement. If determination is made to enter into a lease/purchase, non-Federal entities shall ensure that a certain part of the lease cost (dollars) will apply toward the purchase price of the equipment (indicated in the lease). In addition, non-Federal entities shall ensure that at a predetermined time, the equipment under lease is either:

- Purchased under the terms of the lease, or
- Returned to the lessor and action is taken to cancel the lease.

2. **Documentation**

Non-Federal entities will maintain records sufficient to detail the significant history of a procurement. These records will include, but are necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.[21]

It is extremely important that non-Federal entities document contractual actions in order to formulate and maintain an audit trail. The official contract file should reflect in detail all of the steps in the procurement process and serves as the official accountability document.

3. **Other Resources**[22]

Non-Federal entities are encouraged to use other resources such as donated property and Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

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[20] 2 C.F.R. § 200.318(d).
[21] 2 C.F.R. § 200.318(i).
[22] 2 C.F.R. § 200.318(f).

4. **Use of Value Engineering**[23]

Non-Federal entities are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

[23] 2 C.F.R. § 200.318(g).

Chapter 19

Contracting Concepts Summary

The following lists show 1) practices to employ to have a successful procurement program, and 2) those practices to avoid that may result in unsatisfactory contracts being awarded by the recipient agency.

1. **Contracting Practices to Employ**

    a. Ensure adequate competition.
    b. Prepare Invitation for Bid (IFB)/Request for Proposal (RFP).
    c. Maintain bidders list(s).
    d. Conduct interviews (for RFP).
    e. Obtain prior approval (where required).

2. **Contracting Practices to Avoid**

    a. Place unreasonable requirements.
    b. Require unnecessary experience.
    c. Engage in noncompetitive pricing.
    d. Engage in organizational conflicts-of-interest.
    e. Engage in wasteful or needlessly duplicative spending.
    f. Require unreasonable timeframes.

SECTION 7 VENDOR GUIDE

This Section serves to provide basic procurement information to the vendor community, to educate firms and enable maximum participation in the County's centralized competitive procurement process. The County invests in securing responsible vendors who can supply its operational needs promptly, economically and in the desired quality and quantities. The information contained in the Section is for informational purposes only and is not a compilation of all legal requirements that may be applicable.

We hope that our Vendor Guide serves as a convenient source of information for our existing and potential strategic partners. All existing and prospective vendors are encouraged to visit the ISD-SPD webpage at http://www.miamidade.gov/procurement/ and the Supplier Services website at http://www.miamidade.gov/procurement/supplier-services.asp, to familiarize themselves with:

- the many procurement opportunities existing within the County
- basic procedures and requirements for doing business with the County
- the promulgation of good working relationships between vendors and the County
- streamlined processes for the effective use of vendors' and procurement staff's time

Online Vendor Registration

The online vendor registration portal provides a **free**, easy and convenient way to become registered as a County vendor, or to update an existing Vendor Registration. While the Vendor Registration is not required for participation in County business opportunities, it is a condition of award of any County contract.

Completing the Vendor Registration:

- ✓ avoids delays in the event the vendor is recommended for contract award

- ✓ places the vendor on the list of Miami-Dade County Registered Vendors. This list is used by all County departments, including ISD-SPD, to obtain quotes for goods and services, and to gather information from prospective vendors when a future solicitation is being prepared.

To register, the following are needed:

- ✓ Miami-Dade County Local Tax Receipt (for firms with a physical location within Miami-Dade County)

- ✓ Certificate of Incorporation, if applicable

- ✓ W-9 (or

- ✓ IRS Letter 147C

Visit the online Vendor Portal: http://www.miamidade.gov/procurement/vendor-registration.asp and complete the application.

During the online registration process, vendors will complete the County's Uniform Affidavit Packet. Final Summary pages must be notarized and attached to the online vendor application.

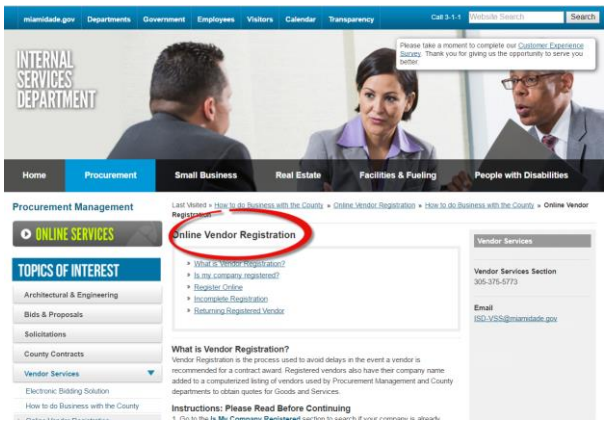
In addition to the registration process, some vendors may be required to submit additional information regarding insurance and affirmative action plans. ISD-SPD, through its Vendor Outreach, Compliance and Support Services Section, manages the vendor registration process for all registration activity. This responsibility includes initial registrations and any profile updates re-registrations necessitated by corporate name changes or corporate entity acquisitions.

Vendors may contact the Vendor Outreach, Compliance and Support Services Section at 305-375-5773 or at ISD-VSS@miamidade.

Electronic Bidding Solution

The County issues all competitive solicitations for goods, services, architectural and engineering and design-build projects (issued by ISD-SPD) through the BidSync Electronic Bidding System (BidSync). **There is NO CHARGE TO VENDOR** for the use of this service. Vendors are able to view and submit their bid/proposal electronically through BidSync . Paper submittals are no longer accepted.

The use of BidSync for County solicitations does not require vendor's participation in any of BidSync's subscription services or promotional options. The County does not endorse BidSync subscription services besides the FREE service provided by BidSync for businesses interested the County's competitive process. If vendors receive undesired marketing emails or notifications from BidSync, they may easily unsubscribe from those emails by scrolling to the bottom of the email message and clicking on the "Unsubscribe" link.



If you have not already done so, register with BidSync by choosing the "Please Register with BidSync" option within the County's webpage. Alternatively, vendors may register through www.BidSync.com by choosing the "Free Registration" option.

Contracting Opportunities

ISD-SPD uses a variety of competitive procurement methods to acquire goods and services for the County. All County competitive solicitations may be easily accessed and reviewed, and downloaded through BidSync.

While the County always strives for a competitive process in the acquisition of goods and services, in unusual circumstances, where the request can be verifiably and substantively justified, a non-competitive acquisition process may be pursued.

Vendors are encouraged to proactively and systematically review the "Advanced Notice to Waive Competition Listing" for the goods and services to be procured through a non-competitive action. If you believe you can provide the desired good or service, please let us know.

Cooperative/State of Florida Contracts

The County may access a State of Florida and other qualifying cooperative contract, when in its sole discretion, it deems such action to be in the County's, and the residents it serves, best interest.

Helpful Links to Doing Business with the County:

Current solicitations: http://www.miamidade.gov/procurement/solicitations.asp

Future solicitations: https://www.miamidade.gov/DPMww/FutureSolicitations.aspx

Award Recommendations: https://www.miamidade.gov/DPMww/AwardRecommendations.aspx

Awarded Contracts: https://www.miamidade.gov/DPMww/SearchContracts.aspx

Pool of Prequalified Vendors: https://www.miamidade.gov/DPMWW/PerpetualContracts.aspx

Bids and Proposals:http://www.miamidade.gov/procurement/bids-and-proposals.asp

Invitation to Bid: http://www.miamidade.gov/procurement/bid-invitation.asp

General Terms and Conditions: http://www.miamidade.gov/procurement/itb-terms-conditions.asp

Request for Proposals: http://www.miamidade.gov/procurement/bid-proposal-request.asp

Bid Protests: http://www.miamidade.gov/procurement/bid-protest.asp

Vendor Insurance: http://www.miamidade.gov/procurement/insurance-process.asp

Vendor Workshops: http://www.miamidade.gov/procurement/vendor-workshops.asp

SECTION 8 LEGISLATION, POLICIES, AND DIRECTIVES

This section provides a summarized listing of the legislation, policies, and directives affecting County procurements

8.1 2 CFR - Part 200 and FTA Circular 4220.1F

Federal Reference	Subject	Summary
2 CFR, Part 200 200.317-200.326	Procurement Standards	Provides basic requirements for non-federal recipients of federal assistance and requires that such entity use its own documented procurement procedures which reflect applicable state, local, and tribal laws and regulations, and conform to applicable federal law and the standards identified in 2 CFR, Part 200.
2 CFR, Part 200 200.333-200.339	Records Retention and Access	Establishes federal policy that all state, county, and municipal records are open for personal inspection and copying by any person; defines a public record; allows for the recovery of reasonable costs; and creates exemptions.
FTA Circular 4220.1F	Third Party Contracting Guidance	Provides contracting guidance for recipients of federal assistance awarded by the FTA, when using that federal assistance to finance its procurements (third party contracts).

8.2 State of Florida Statutes

State Reference	Subject	Summary
§119.01	Government in the Sunshine, Public Records	Establishes State of Florida Policy (policy) that all state, county, and municipal records are open for personal inspection and copying by any person; defines a public record; allows for the recovery of reasonable costs; and creates exemptions.
§119.021	Custody, Maintenance and Retention of Public Records	Establishes policy for custodial requirements; maintenance, preservation and retention of state, county, and municipal public records; allows for the disposal of records in accord with §257.36.
§218.70	Local Government Prompt Payment Act	Establishes policy that payment for all purchases by local governmental entities be made in a timely manner (45 days for good & services, other than construction); provides for interest payments on late payments by local governmental agencies; allows for dispute resolutions.
§255.05	Bonds	Establishes policy for bonds of contractor constructing public buildings; form; action by claimants.
§286.011	Public Meetings and Records; Inspection; and Penalties	Establishes policy that all meetings of any agency at which official acts are to be taken are public meetings open to the public at all times, and that no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting; requires agency to provide reasonable notice of such meetings; and establishes penalties for violation.
§287.055	Consultants' Competitive Negotiation Act	Establishes policy for the acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services.
§287.057	Procurement of Commodities or Contractual Services	Establishes policy for the competitive solicitation processes to be used in the procurement of commodities or contractual services.

§287.0935	Surety Bond Insurers	Establishes policy for surety bond insurers

8.3 County Home Rule Charter and Rules of Procedures

Reference	Subject	Summary
County Charter	County Charter (as amended through November 8, 2016)	Describes the powers and scope of Miami-Dade County government; establishes the roles of the Board of County Commissioners, the County Mayor, and the County Attorney's Office; requires purchases of supplies, materials, and services to be made through competitive bids wherever practicable; requires formal sealed bids to be secured for all such contracts and purchases; allows non-competitive purchases when it is in the best interest of the County and approved by 2/3rd vote of the Board.
County Code 2-1	Rules of Procedure, Three Day Rule, Four Day Rule	Provides the Rules of Procedures for the Board of County Commissioners; provides that items approved at committee meetings recommending the award or rejection of contracts for public improvements and purchases of supplies, materials, and services (including professional services) shall not be subject to the four-day rule; establishes that approvals to exercise OTR terms do not require committee review.

8.4 Primary Procurement County Code Requirements

Code Reference	Subject	Summary
2-8.1	Contracts and Purchases, Generally	Requires formal sealed bids for purchases over $250,000; describes the circumstances under which non-competitive purchases may be approved; establishes requirements for legacy purchases, designated purchases, and single vehicle leases; provides that procurement procedures shall be established by I.O. and approved by the Board.
2-8.1.1	Bid Collusion	Establishes that where two or more related parties submit a bid or proposal for County purchases of supplies, materials, and services, such bids shall be presumed to be collusion although bidders may rebut the presumption through presentation of evidence to the contrary. Prohibits sham or collusive bids and determines that collusive contractors shall be ineligible for award of County contracts.
2-8.1.1.1	Selection Committees and Negotiations	Requires selection and negotiation committees to be taped either by audio or video taping.
2-8.1.4	Prompt Payment	Provides the timeline for which the County shall pay vendors and establishes policies pertaining to interest charges and penalties for late payments.
2-8.1.6	Expedited Purchasing Program (EPP)	Establishes the Expedited Purchasing Program, which may be used for the competitive purchase of supplies, materials, and services, including professional services other than architectural and engineering services which are estimated to cost $1 million dollars or less.

Code Reference	Subject	Summary
2-8.3	Mayor's Recommendation	Requires the County Mayor to review responses to solicitations and to recommend the appropriate action to the County Commission. The recommendation shall be in writing, filed with the Clerk of the Board, and mailed to all participants no later than 10 days prior to any Commission meeting in which such recommendation is scheduled to be presented. The Board may waive the requirements of this section by a 2/3 vote of the County Commission.
2-8.4	Protest Procedures	Establishes the protest procedures that are available to a participant in a competitive process used for the selection of a person or entity to construct any public improvement, to provide any supplies, materials, or services, or lease of County land; requires requests for responsiveness opinions from the County Attorney's Office.
2-8.9	Living Wage	Provides that County service contractors for covered services shall pay employees a living wage. Covered services include contracts over $100,000 per year for the following services: food preparation and/or distribution, security services, routine maintenance, clerical or other non-supervisory office work, transportation and parking services, printing and reproduction services, landscaping, lawn, or agricultural services, certain Aviation service contracts.
2-8.10	User Access Program (UAP)	Creates the UAP Program and allows the County to deduct two (2) percent from each invoice with the amount retained by the County to defray the cost of procurement activities.
2-10.4.	Acquisition of professional architectural, engineering, landscape architectural or land surveying and mapping services	Establishes the process for the acquisition of professional architectural, engineering, landscape architectural or land surveying and mapping services.
2-11.1	Conflict of Interest & Code of Ethics	Creates a minimum standard of ethical conduct and behavior for all County officials, officers, and employees.
2-11.1(t)	Cone of Silence	Prohibits certain communications between specific individuals from the advertisement of a solicitation until a recommendation of award. Creates exemptions and establishes penalties.
29-124	Citizens' Independent Transportation Trust (CITT)	Requires CITT review of contracts funded by the People's Transportation Plan or for contracts with a Transit allocation that exceeds $1 million.
2-1076	Office of the Inspector General	Creates the Office of the Inspector General. Requires ¼ of 1 percent fee to be collected on all County contracts to cover the costs of OIG contract audits; establishes exemptions for the IG contract fee requirements.

8.5 Implementing and Administrative Orders

I.O./A.O. No.	Subject	Procedures Summary
A.O. 2-2	Request for Legal Opinion	Establishes procedures for requests for legal opinions from the County Attorney's Office.

I.O./A.O. No.	Subject	Procedures Summary
I.O. 2-13	Guidelines and Procedures Regarding Legal Opinions with Respect to County Competitive Processes	Authorizes the County Mayor or designee to issue a written request for a Responsiveness Opinion when an issue of responsiveness is identified in response to a solicitation that will affect the ultimate award of the solicitation. Requires responsiveness opinions to be presented to the Board with agenda item.
A.O. 3-19	Prompt Payment	Establishes the policy that payment for all purchases by all Miami-Dade County departments and agencies be made in a timely manner. Requires payment for certain transactions by specific deadlines.
A.O. 3-20	Independent Private Sector Inspector General	Requires all procurement contracts to incorporate a clause which allows the County to engage IPSIG firms.
I.O. 3-21	Bid Protest Procedures	Establishes the policy that the County shall provide a participant in any competitive process the opportunity to protest an award recommendation with respect to County contracts and purchases involving the expenditure of over $25,000. Establishes the bid protest procedures.
A.O. 3-23	Anti-discrimination in Contracting, Procurement, Bonding, and Financial Services Activities	Establishes County policy to eliminate and prevent discrimination in County contracting, procurement, bonding, and financial services activities because of race, color, religion, ancestry, national origin, gender, pregnancy, age or disability.
A.O. 3-25	Surcharge on Joint Participation	Requires procurement division to review all new and recurring County contracts for the appropriateness of delivering the same commodities and/or services to other municipalities or quasi-governmental entities on an annual basis and to designate eligible contracts as Countywide or Statewide contracts and to impose a fee on the affected contract.
A.O. 3-27	Cone of Silence	Establishes the Cone of Silence procedures and creates exceptions.
A.O. 3-29	Prohibiting Vendors in Arrears	Prohibits contractors that are in arrears to the County in excess of the enforcement threshold from obtaining new County contracts, extensions of contracts or new purchase orders, until such a time as the arrearage has been paid in full or the County has agreed in writing to an approved payment plan.
A.O. 3-30	Living Wage	Establishes the Living Wage procedures and requires affidavit certifications for County contracts.
I.O. 3-34	Selection Committees	Provides internal administrative processes for the creation of fair, impartial, object, and qualified selection committees for the evaluation of offers or proposals.
A.O. 3-35	Purchasing Card Program	Establishes policies related to the purchasing card program.
I.O. 3-38	Purchasing of Goods and Services	Governs the County's processes and procedures for the purchase of goods and services including professional services. It establishes the roles and responsibilities of the Internal Services Department, methods of purchasing goods and services, and the authority to award contracts. Contains requirements for access contracts, emergency purchases, bid waivers, confirmation purchases, and sole sources.

I.O./A.O. No.	Subject	Procedures Summary
AO3-39	Standard process for construction of Capital improvements, acquisition of professional services, construction contracting, change orders and reporting	Governs all phases of the capital improvement construction process including, but not limited to planning, design, and construction.
I.O. 3-55	Green Business Certification Program	Establishes a voluntary Green Business Certification Program.
I.O. 7-7	Public Service Honor Code	Establishes policy that all elected and appointed County officials and County employees shall adhere to the Public Service Honor Code, as described therein.
A.O. 11-3	Life Cycle Costing Procedures	Requires life cycle analysis that considers maintenance, repair, energy costs and other expenditures associated with day-to-day operations for certain commodities.

8.6 Procurement Related Policies and Directives

Resolution No.	Subject	Policy/Directive
R-234-01	Negotiate Changes for Revenue Generating Contracts	Grants the Mayor the authority to negotiate changes in contracts, permits and concessions that are about to expire to assure that the County does not lose revenue opportunities due to delays in obtaining a successor contract.
R-1204-05	Outsourcing	Directs the Mayor to evaluate in-house capabilities and expertise prior to contracting the services of outside consultants.
R-130-06	Contract Execution	Prohibits agenda items seeking approval of a contract or conveyance and authority to execute the same from being placed on any Committee or Commission agenda unless the underlying contract or conveyance is completely negotiated, in final form, and executed by all non-County parties.
R-841-06	Deadline for Award of Successor Contracts	Directs the Mayor to seek approval for award of successor contracts or extensions 30 days prior to contract expiration.
R-1038-06	Delegation of Authority	Directs the Mayor to specify the dollar amount of delegated authority in the titles of ordinances and resolutions delegating contract authority to the County Mayor.
R-1433-06	Option to Renew, Small Business Review	Directs the Mayor to develop an administrative process to review all contracts for procurement of goods and services for opportunities for Small Business Enterprise participation prior to exercising the Options-to-Renew.
R-734-09	Total Contract Value	Directs the Mayor to state in each memorandum recommending the award of a contract the total cost of the contract including options to renew.
R-749-09	Material Contract Breach	Directs the Mayor to notify the Board of County Commissioners when the County waives any material breach of a contract or extends a contract cure period beyond 30 days.
R-1053-09	Green Procurement Preference Program	Directs the Mayor to prepare a “green” procurement preference program for the purchase of environmentally responsible products and services.
R-98-12	Negotiations, Options to Renew	Directs the Mayor to attempt to negotiate better prices on all awarded contracts for the purchase of goods and services prior to the exercise of any options-to-renew, to include a summary of efforts to negotiate better pricing in OTR recommendations before the Board. Additionally, delegates the authority to the Mayor to amend contracts to provide better prices for the County.
R-187-12	Due Diligence	Directs the Mayor to include due diligence information in memoranda recommending certain contract awards.
R-395-12	Ratification of Vendors Added to Pool	Requires vendors added to open pool contracts to be subject to bi-annual ratification by the Board of County Commissioners.
R-716-12	Certification Identification on Board Memos	Directs the Mayor to identify certified SBE, CBE-AVE, CSBE, DBE, and ACDBE firms in any procurement item submitted for Board approval.

Resolution No.	Subject	Policy/Directive
R-449-14	Commission Auditor to Conduct Background Checks on Members Serving on Evaluation Committees	Directs the Commission Auditor to conduct background checks on the members serving on evaluation committees for any contracts that are to be awarded by the Board.
R-454-13	Emergency Contracts, Retroactive Contract Modifications	Directs the Mayor to bring emergency contract ratifications to the Board within 120 days of such emergency and to bring retroactive contract modifications to the Board within 120 days of modifications.
R-140-15	Scope of Services	Directs the Mayor to conduct a full review of the scope, prior to the re-procurement of replacement contracts for goods or services to ensure such contracts reflect the current needs of the County, to include information in recommendations to the Board, and to consult with the Small Business Development Division regarding solicitation contract language.
R-1011-15	Local Address of Awarded Vendors	Directs the Mayor to require that vendors provide addresses of all local branch offices and headquarters and the number and percentage of local residents such vendors employ, and directs the Mayor to include such information in the memorandum to Board pertaining to vendor being recommended for contract award.
R-1106-15	Diversity in Contracting	Sets aspirational policy of Miami-Dade County that all individuals and entities in Miami-Dade County have a full, fair and meaningful opportunity to participate in County-funded contracting regardless of race, gender or ethnic origin, directing the County Mayor to include descriptive language in all County contracts.
R-500-16	Polystyrene	Establishes County policy to eliminate the purchase of disposable polystyrene products whenever possible.
R-391-17	Competition, Contract Extensions, Mayor's Recommendation	Directs the Mayor to conduct competitive selections whenever feasible instead of expanding the term or services under existing contracts, to include in any recommendation to the Board for the expansion of term or services under existing contracts a written justification of why a competitive process is not feasible, to include to the maximum extent possible in any proposed expansion of term or services any requirements of Ordinance or Resolutions adopted by the Board subsequent to the initial contract and to report to the Board in the recommendation which requirements were adopted and rejected.
R-718-17	Re-procurement Planning	Directs the Mayor to commence planning for re-procurement no later than 18 months PRIOR to the expiration of contracts and Lists of Prequalified Vendors for the purchase of goods and/or services; and directs the Mayor or their designee, on a quarterly basis to identify in writing to the Office of Commission Auditor those contracts and prequalified vendor lists that are set to expire no later than 18 months prior to expiration.
R-477-18	Vendor(s) Recommended	Directs the Mayor or Mayor's designee to disclose to Board reasons goods and services are not being procured through local businesses when recommendation is to award contract to non-local vendor or

Resolution No.	Subject	Policy/Directive
		establish a prequalification pool of vendors where less than 75% of the pool members are local businesses.

8.7 Other County Code Provisions

Code Reference	Subject	Summary
2-8.2.5	Aviation Department Procurement	Authorizes the Mayor to advertise any proposed contract administered by the Aviation Department without prior approval by the Board.
2-8.2.7.01	Miscellaneous Construction Contracts Program	Creates the MCC program in order to enhance the contracting opportunities of Community Small Business Enterprises and to facilitate and expedite the award of construction contracts to small businesses. Creates the 7040 Plan and the 7360 Plan and establishes procedures.
2-8.2.10	Procurement Policy for Contracts funded by BBC-GOB	Establishes policies pertaining to capital projects that are funded in whole or in part by the Building Better Communities General Obligation Bond Program; provides that projects constructed by a municipality or non-profit shall utilize their own procurement procedures.
2-8.2.11	WASD Contracting Authority	Details the County Mayor's authority with respect to Water and Sewer Department Contracts.
2-8.2.12	WASD Consent Decree	Provides for the acceleration of Miami-Dade Water and Sewer Department Consent Decree and Capital Improvement Program projects, establishes policies and procedures for the approval of contracts related to those projects.
2-10.1	Joint Purchases	Authorizes the County Mayor to include a Joint Purchase Provision in contract documents for County purchases and allows the County Mayor to establish a surcharge as a percentage of the purchase price to be charged to the accessing entity.
2-10.6	Competitive Bidding for Bond Transactions, Underwriters Pool	Establishes the policies and procedures with respect to bond transactions and the County's bond underwriting procurements.
10-38	Debarment	Establishes County policy to solicit offers from and award contracts to responsible contractors only and creates procedures for the debarment of contractors.

8.8 Vendor Registration Requirements and Affidavits

Reference	Subject	Summary
2-8.1.2	Drug-free workplace requirement for County Contractors	Establishes County policy that the award of a County contract will be conditioned upon the recommended vendor agreeing to provide a drug-free workplace.
2-8.1.5	Nondiscrimination	Establishes County policy that the award of a County contract (for entities with annual gross revenues over $5 million) shall be conditioned upon the recommended vendor agreeing to affirm that it does not discriminate in its employment or promotion practices.

Reference	Subject	Summary
2-8.6	Contracts with Individuals/Entities Convicted of Felony	Requires any individual or corporation who has been convicted of a felony during the past ten years to disclose the information at the time of bid or proposal submission.
2-8.8	Fair Subcontracting Practices	Establishes policy to promote diversity in the use of subcontractors of Miami-Dade County projects and to allow opportunities for subcontracting to as many qualified subcontractors as possible.
R-183-00	Family Leave	Requires compliance with family leave requirements a condition of award by including existing requirements in contractual terms.
R-63-14	Due Diligence Affidavits	Requires potential vendors to submit an affidavit detailing history of lawsuits, defaults, debarment, and non-performance within the past five (5) years as a condition of contract award for contracts requiring Board approval.
R-1072-17	Pay Parity Affidavit	Requires compliance with various legislation on equal pay as a condition of award by including existing requirements in contractual terms as well as submission of an affidavit attesting commitment to such compliance as part of the County's Vendor Registration process.

8.9 Small Business, Local, and Veterans Preferences (Not applicable to Federally Funded Purchases)

Reference	Subject	Summary
2-8.1.1.1.1	Small Business Enterprise Services Program	Provides definitions and eligibility for participation in SBE Services program, establishes criteria for contract measures (set-asides, subcontractor goals, bid preference, selection factor); provides for sanctions and penalties for vendor non-compliance.
2-8.1.1.1.2	Small Business Enterprise Goods Program	Provides definitions and eligibility for participation in SBE Goods program, establishes criteria for contract measures (set-asides, subcontract goals, bid preference, selection factor); provides for sanctions and penalties for vendor non-compliance.
2-8.2.2	Sanctions	Requires the County Mayor to include language in all prospective contracts containing a DBE goal to establish sanction for a contractor to meet a DBE goal. Conditions the contractor's ability to receive another County contract upon the contractor making up the deficit in DBE participation.
2-8.5	Local Business and Locally Headquartered Business Preference	Provides definitions, establishes a preference for local businesses and locally headquartered businesses, establishes exceptions, and allows for reciprocity agreements.
2-8.5.1	Service Veteran Business Enterprise Preference	Provides definitions and establishes a preference for local certified veteran business enterprises in County contracting.
I.O. 3-41	SBE Program	Establishes procedures related to the Miami-Dade County Small Business Enterprise Program.
R-422-15	Local Products Preference	Establishes preference for the purchase of goods produced or manufactured in Miami-Dade County and directs the Mayor to include appropriate language in solicitation documents and contracts to give effect to the same.

SECTION 9 INTERNAL PROCEDURES MANUAL

The Internal Procedures Manual is a comprehensive guide to assist procurement staff with procurement processes; it includes checklists, and guidance for the acquisition process and contract management and administration.

MIAMI-DADE COUNTY ISD, PMS
INTERNAL PROCEDURES MANUAL

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Introduction

Miami-Dade County purchasing activities are governed by laws established through federal regulations, state statutes, and the Miami-Dade County Code. Additionally, Administrative and Implementing Orders as well as resolutions approved by the Board of County Commissioners prescribe processes for conducting County purchasing activities.

Procurement Management Services (PMS), a division within the Internal Services Department (ISD), is the central procurement office of Miami-Dade County. The division is responsible for the management of County purchasing for goods and services, design and construction, construction management services, and supply management. This manual addresses the purchases for goods and services.

Procedures

PMS provides procurement services to all County departments and certain County agencies, assisting them in achieving their purchasing goals while promoting adherence to applicable legislation, policies and procedures. The objective of the procedures is to standardize procurement actions in PMS thereby ensuring consistent and uniform application of the procurement process. Standardization also improves efficiencies and promotes accountability.

These procedures document steps and actions to complete purchasing activities and should be considered a general guide. Staff is responsible for effective decision-making to achieve desired outcomes while complying with applicable legislation and policy. While the procedures list the general order of steps that should be followed to execute a particular action, multiple steps can often be worked on simultaneously. Staff is encouraged to work closely with their team members, colleagues, and the Procurement Contracting Manager to achieve full compliance with governing policies, procedures, and legislation while effectuating the purchasing goals of individual client departments.

Guides

This section of the manual documents the steps to complete some of the routine activities in ADPICS and FAMIS. This section also includes a Market Research Guide and Delegated Authority Chart for reference. Additionally guides such as determining insurance requirements and small business measures will be forthcoming.

Legislation

Links to the majority of the legislation governing the procurement process are included. Any County staff-member performing a procurement activity is responsible for understanding and abiding by the legislation relevant to that activity.

Updates

Updates to this manual will be provided periodically, as needed. Communication regarding changes in policies and legislation (including the creation of new legislation) will continue to be issued to the entire PMS staff in a timely manner via e-mail, team meetings or all-division staff meetings.

DEFINITIONS

Term	Definition
Advanced Purchasing and Inventory Control System (ADPICS)	The County's mainframe "System of Records" for all Miami-Dade County procurement. The lifecycle of a procurement generally starts with the creation of a "Requisition" in ADPICS. All County contract allocations, purchase orders, and invoices are managed and approved in ADPICS. The system is complemented by FAMIS, the County's financial system used for processing vendor payments.
Award Sheet	The details of awarded County contracts are summarized and published on the internet as award sheets. The award sheets are created and updated in the e-Procurement system.
Bid Tracking System (BTS)	A web-based, highly customized procurement reporting system that supplements the functionalities of ADPICS. BTS captures and maintains details and operational functionalities that are not available in ADPICS.
Bid Waiver (BW)	A purchase of a good or service without formal competitive bidding.
Confirmation Purchase	The ratification of an unauthorized purchase that is not in compliance with policies and procedures.
Contracting Officer (CO)	The person responsible for the placement and administration of the contract. This may be a Procurement Contracting Manager, Procurement Contracting Officer, Procurement Contracting Associate, or any other person in a procurement position.
Emergency Purchase	An unforeseen or unanticipated urgent and immediate need for goods or services when the protection of life, health, safety or welfare of the community or the preservation of public properties would not be possible using normal purchasing procedures.
Formal Purchase	A purchase of any amount for which a formal process is used.
Informal Purchase	A purchase of up to and including $250,000 for which an informal process is used.
Internal Services Department (ISD)	County department created by the consolidation of General Services Administration and Procurement Management, along with the Offices of Americans with Disabilities Act Coordination and Capital Improvements.

Invitation to Bid (ITB)	Process used to solicit competitive sealed bids, including establishing pre-qualification pools and contracts for formal purchases of any amount.
Invitation to Quote (ITQ)	Process used to solicit competitive quotes, including quotes under pre-qualification pools for any amount and establishing a contract for informal purchases totaling $250,000 or less.
Market Research	Process of collecting and analyzing data regarding the market for a good or service to determine the best, most efficient approach to acquiring the good or service.
Non-Competitive Purchase	Purchases made without using the competitive bidding process. This occurs when competition is not available or when it is determined to be in the best interest of the County.
Other Governmental Entity Contract	A competitive contract awarded by any governmental entity or not-for-profit organization.
Project Administration	An e-Procurement system developed by the County which provides for an electronic reviewing and approval process for certain actions. The system is composed of three modules: advertisement, award, and contract modifications. A module to process options to renew is in development.
Request for Proposal (RFP)	A solicitation that is evaluated and awarded based on best value rather than upon the lowest price.
Scope of Services	Also known as “Specifications”, the material and operating requirements of goods or services. The scope is provided by the client department and included in the solicitation and contract.
Sole Source (SS)	A non-competitive purchase used when there is only one source of supply and an equal product or service is not available from any other source.
Vendor Assistance	The centralized unit within PMS where firms/vendors are provided information on how to do business with Miami-Dade County and how to become a registered vendor.
Work Order Proposal Request	A solicitation issued to vendors in a pre-qualified pool that is evaluated and awarded based on best value rather than upon the lowest price.

1. Competitive Contracts

Policy Statement: It is the policy of Miami-Dade County to purchase goods and services using full and open competition, unless it is determined to be in the best interest of the County to award a non-competitive contract.

Authority: Pursuant to **Section 2-8.1 of the Miami-Dade County Code**, **Contracts and Purchases Generally**, the Mayor, or Mayor's designee, has the authority to advertise County contracts for goods and services. The Mayor has delegated this authority to the Internal Service Department (ISD) Director.

Pursuant to **Section 2-8.1 of the Miami-Dade County Code**, **Contracts and Purchases Generally**, the Mayor, or Mayor's designee, has the authority to award competitive County contracts for goods and services costing $1,000,000 or less. The Mayor has delegated this authority to the ISD Director, up to $500,000. Any contract that costs more than $1,000,000 in the aggregate for the entire contract term, including options to renew, requires Board of County Commissioners approval.

Purpose: The purpose of this process is to advertise and award a competitive contract. This is the standard procurement method to be used for all contracts, except those for which it has been determined to be in the best interest of the County to award a non-competitive contract (Bid Waiver or Sole Source). Accessing another entity's competed contract that meets the County standards for competition is considered a competitive award but procedures for such a contract are addressed in a separate section since the contract was already competed.

The client department is responsible for justifying the need for the contract, performing market research, and preparing their technical specifications or scope of work. PMS is responsible for verifying the market research, preparing the solicitation, determining the method of award, issuing the solicitation, conducting the pre-bid conference, issuing addendum, coordinating evaluation of the responses, chairing the Evaluation/Selection Committee meetings for RFPs/RFQs, conducting negotiations, and preparing the award recommendation.

These procedures are an overview of the process and responsibilities. The checklists in the Master folders should be used for each solicitation as they provide a comprehensive list of actions and promote efficient project tracking.

Solicitation Preparation Procedures	
Steps	**Actions**
Submittal to PMS	Client department posts a requisition and forwards scope of services to Manager for assignment. For replacement contracts, often a client department will forward the request directly to the CO assigned to the contract. In which case, the CO should advise the Manager.

Solicitation Preparation Procedures	
Steps	**Actions**
Scope Review	In accord with Resolution No. R-140-15, prior to the re-procurement of a replacement contract, a full review of the scope of services set forth in the replacement solicitation shall be conducted with any and all user departments of the goods or services sought to be procured to assure that the request accurately reflects the County's current needs. The PCO shall also consult with the Small Business Development Division to ensure that all information included in the replacement solicitation is current and necessary to the County's solicitation of such good or service.
CO Review	Manager will assign a CO. The CO will review the request from client department. CO should discuss with client department their market research and ask for documentation as needed.
Market Research	CO will conduct market research to verify client department's research, identify potential proposers, review other entities' contracts for sample language and to potentially access, and to ensure that competitive bidding is the best option. Based on the market research, CO may determine that accessing another entity's contract is in the County's best interest. In which case, CO should discuss with their Manager and refer to the Accessing a Contract section. See Market Research Guide for information about conducting and documenting research.
Future Solicitation Posting	Once CO has determined that the scope of services is complete, the CO will post it on the Future Solicitation website for comments. The CO may also use the posting to solicit feedback from vendors regarding aspects of a solicitation such as minimum qualifications or pricing structure.
Small Business	If the dollar value of the purchase exceeds $50,000, CO will forward input document to Small Business Development (SBD) for review along with the scope of services. SBD should provide a response within 3 business days. CO will incorporate the SBD recommendation into the solicitation.
Insurance Requirements	CO will review specifications to determine if insurance is required. If unsure of whether insurance is needed, CO can forward specifications and recommended insurance to ISD, Risk Management Division for a determination.
Draft Solicitation	CO will prepare draft solicitation using the Master file documents to include terms and conditions, scope of services, scoring criteria, pricing, affidavits, etc. CO should work with client department during solicitation development to ensure the solicitation will meet the client department's needs.
Client Department Approval	CO will work with client department contact to gain approval of draft solicitation by client department director or designee. For solicitations with multiple departments, pick the department with the most use and/or most funding. CO may also choose to request a response from multiple departments.

Solicitation Preparation Procedures	
Steps	**Actions**
ITB	The CO will prepare an ITB in ADPICS. The system will send the ITB directly to VA once posted.
PA Advertisement Module	CO will prepare PA advertisement module and upload the following: • Draft Market Research Form • Draft solicitation • SBD determination • Insurance determination, if any • Client Department Director or designee approval of solicitation • Any other relevant documents The CO and Manager should work together to determine when the solicitation is ready for routing to the Manager in PA. Some managers may want to review the solicitation for some CO's prior to receiving the item in PA and/or prior to the CO sending the solicitation to the client department for approval. The completed module will be forwarded to Manager who will review and work with CO to finalize Market Research and solicitation before forwarding to VA. The ITB and PA advertisement will be matched by VA, a number will be assigned (if ITQ/ITB), and PA advertisement will be returned back to CO. For RFPs/RFQs, a number can be assigned any time through VA.

Advertisement Procedures	
Steps	**Actions**
Submittal to County Attorney	CO will submit RFPs/RFQs to County Attorney for legal sufficiency. Work with the Manager to gain approval to submit the document.
Advertise	CO will issue the solicitation in the system to the registered vendors for the applicable commodity code, and will solicit other identified potential vendors and any SBE firm registered for the commodity code. Allow a minimum of 14 days for formal solicitations, but otherwise establish the opening date based on the project timeline, complexity of the requested proposal, availability of staff to open the proposals, etc. Information regarding all solicitations, including quotations issued by County departments, must be provided to the Small Business Development Division (SBD) of the Internal Services Department for placement on the Cone of Silence Report upon advertisement. The report is published daily. The information to be forwarded to SBD includes the project number and title, advertisement date and any other information required by SBD for public notice of the Cone of Silence.

Advertisement Procedures	
Steps	**Actions**
Addendum	CO will collect questions received and prepare responses, coordinating responses with the client department for questions regarding the scope of services. CO will review the addendum with the Manager to gain approval to issue it.
Solicitation Closing Date	On the closing date.

Evaluation Procedures	
Steps	**Actions**
Review for Responsiveness	CO will review the bids or proposals for responsiveness. Any concerns will be discussed with the Manager. The Manager will guide the CO on when and how to refer responsiveness requests to the County Attorney.
Prepare Tally for ITBs	CO will prepare tally. The tally is a summary of the bids and an indication of the status of the bid such as responsive, local preference eligible, etc. (See Master drive folder for sample.)
Prepare Summary for RFPs/RFQs	CO has the option of preparing a summary for proposals. The summary includes information such as the forms submitted, compliance with minimum requirements, preferences, etc. (See RFP drive/ Master folder for sample.) This summary is used if there are large quantities of proposals or there are many qualification requirements that need to be checked and documented.
Conduct Evaluation/ Selection Committee Meetings	CO will schedule Evaluation/Selection Committee meetings, book the conference room, and metro calendar the meetings. CO will also prepare the agendas and Committee packages. Note: The Committee establishment and role is provided for in I.O. 3-34, Formation and Performance of Selection Committees. The evaluation process is detailed in the solicitation.
County References	Bids or proposals that include recommendation letters from County employees should be brought to the Manager's attention. Generally, a County project manager listed as a reference is acceptable while a letter recommending a firm by a County employee may not be per Section-11.1(p) of the Miami-Dade County Code. Pursuant to the Ethics and Public Trust Commission Opinion RQO 05-27, respondents requesting professional references from Miami-Dade County employees must submit the request in writing, to the attention of the County employee with a copy to the COB.

Evaluation Procedures	
Steps	**Actions**
Consider Measures and Preferences	CO will apply preferences as applicable. Refer to Contract Measures and Preferences section.
Compliance Check	Complete review of compliance elements on the *Pre-Award Vendor Compliance* webpage. Copy each relevant page of the lists checked and compile into one document. (See DPM_Files/RFP/Master Folder/Evaluation *Contract Compliance* sample document.)
Reference Checks	CO will check the references for recommended vendors as applicable.
Report of the Chairperson for RFPs/RFQs	CO will prepare the Report of the Chairperson which will detail the outcome of the evaluation and the Committee's recommendation. (See RFP drive/Master Folder/Evaluation/SC Memo to Director as a guide.) This Report is routed to the ISD Director for review and approval.

Negotiation Procedures (For RFPs/RFQs)	
Steps	**Actions**
Preparation	CO will schedule negotiations, book the conference room, and metro calendar the meetings. CO will also prepare the agendas. The Manager can be consulted for guidance in determining the best communication style to be used, the best strategy for negotiations including how to prepare, and the desired outcome.
Negotiations	CO will lead negotiations with client department and negotiation team to finalize contract language and pricing. Once an agreement is reached, CO will prepare final contract and submit to the Manager for approval.
County Attorney Review	CO and Manager may need to consult County Attorney for certain legal aspects of the contractual language and for general legal sufficiency. The Manager will guide the CO as to the need for County Attorney review.
Contract Signature	Once the negotiated contract is approved by Manager, CO will forward to vendor for signature along with applicable affidavits and the County's signature requirements. (See DPM_Files/RFP/Master Folder/Negotiation contract signature letter sample.)

Contract Award Procedures

Steps	Actions
PA Award Module	CO will complete all tabs in PA award module and upload the following documents into PA before forwarding for Manager's review: • Bids or Proposals • Signed contract • Completed Affidavits • Sunbiz or other state corporate status • Vendor compliance check • Draft memo • Any other relevant documents Note: PA reviewers can access the advertisement module to see other documents, if needed.
Award Routing	If the purchase is over $25,000 up to $500,000, the ISD Director approves the award. A formal contract award memo is required. CO prepares the draft memo and includes it with supporting documents in the award package submitted via PA to the relevant manager for review and approval. Following the manager's approval, the award package is routed in PA to the Procurement Analyst. Following review by the Analyst, the package is forwarded to the Division Director for review and approval. Following the Division Director's approval, the package is forwarded to the ISD Senior Assistant Director for review and approval. If the purchase is over $500,000 up to $1,000,000, the Mayor approves the award. A formal contract award memo is required. CO prepares the draft memo and includes it with supporting documents in the award package submitted via PA to the relevant manager for review and approval. Following the manager's approval, the award package is routed in PA to the Procurement Analyst. Following review by the Analyst, the package is forwarded to the Division Director for review and approval. Following the Division Director's approval, the package is forwarded to the ISD Senior Assistant Director for review and approval. Upon the Assistant Director's approval, the award is forwarded to the ISD legislative team for finalizing. The legislative team forwards the contract award recommendation to the Mayor's Office for approval. If the purchase is over $1,000,000, the Board approves the award. A formal contract award memo is required. CO prepares the draft memo and includes it with supporting documents in the award package submitted via PA to the relevant manager for review and approval. Following the manager's approval, the award package is routed in PA to the Procurement Analyst. Following review by the Analyst, the package is forwarded to the Division Director for review and approval. Following the Division Director's approval, the package is forwarded to the ISD Senior Assistant Director for review and approval. Upon the Assistant Director's approval, the award is forwarded to the ISD legislative team for finalizing. The legislative team coordinates submission to the Mayor for approval to award which will then be presented in a procurement package to the Board.
County Attorney Signature	After award approval, CO will route original contracts to County Attorney's Office for legal sufficiency signature.

Contract Award Procedures	
Steps	**Actions**
Administrative Signature	Once County Attorney signs the contract, CO will route original contracts to ISD Director's Office for administrative signature.
Clerk of Board Execution	Once administration signs contract, CO will route to the Clerk of the Board for execution. CO may date contract if a specific start date is needed, otherwise the Clerk will date the contract. The Clerk will keep an original contract. CO will send an original contract to the vendor and a copy to the client department. CO will place an original contract in the file.
Contract Activation	After approvals, PA will be returned to Manager who will forward to VA. Upon receiving approved PA award module from Manager, or approval by Board, and approval of insurance certificates, if applicable, VA will activate the contract in ADPICS and BTS. VA will first check Risk Management Insurance Certificate system to see if vendor(s) already has appropriate insurance on file. If not, VA will request insurance certifications from vendor(s) if not provided from CO.
Close Out	CO will: • check information fields in both ADPICS and BTS to ensure accuracy; • issue a blanket purchase order in ADPICS, or purchase order if one-time purchase, and forward to the user department; and • issue award sheet and roadmap, as applicable.

2. Contract Measures and Preferences

Policy Statement: It is the policy of Miami-Dade County to afford small, veteran-owned, and local businesses preferences in the evaluation of bids and proposals for the purchase of goods and services using the competitive process.

Authority: Pursuant to **Section 2-8.1.1.1.1.1 of the Miami-Dade County Code**, **Small Business Enterprise Programs**, contract measures for Small Business Enterprises (SBE) are applicable to ITBs and RFPs.

Pursuant to **Section 2-8.5.1 of the Miami-Dade County Code**, **Procedure to Provide Preference to Local Certified Veteran Business Enterprises in County Contracts**, a preference for Veteran businesses is applicable to ITBs and RFPs.

Pursuant to **Section 2-8.5 of the Miami-Dade County Code**, **Procedure to Provide Preference to Local Business in County Contracts**, a preference for Local businesses is applicable to ITBs and RFPs. Additionally, a preference for Locally Headquartered businesses is applicable to ITBs.

Purpose: The purpose of this process is to apply contract measures and preferences in the competitive process. The Manager will approve the application of contract measures and preferences.

The Small Business Division (SBD) of ISD is responsible for registering small businesses and administering the small business program. PMS is responsible for working with SBD to determine the small business measure, inserting all applicable measures and preferences in the solicitation, evaluating compliance of bids and proposals with the measures, applying the measures and preferences in the evaluation of bids, and guiding the E/S Committee on the application of the measures and preferences in the evaluation of proposals.

Applying Contract Measures and Preferences Procedures	
Steps	**Actions**
SBD Input	For solicitations up to $50,000, CO will determine applicable SBE contract measure but can consult SBD if needed. For solicitations over $50,000, CO will prepare Contract/Project Measure Analysis and Recommendation and submit to SBD along with the scope of services.

Applying Contract Measures and Preferences Procedures	
Steps	**Actions**
SBE Contract Measures	For all solicitations funded in whole or in part by County funds, an SBE contract measure can be applied in accordance with the legislation. **Exceptions** • not applicable to solicitations that do not include County funds • not applicable where federal or state laws or regulations mandate to the contrary, such as in most grant-funded projects • not applicable to contracts that are not competed
Types of Contract Measures	**For ITBs or RFPs** Set-Aside – a contract for competition among SBEs Subcontractor Goal – portion of a contract to be subcontracted to SBEs **For ITBs** Bid Preference – amount deducted from the total bid price to calculate the bid price for evaluation – on contracts $1 million or less it is 10% from the bid price and over $1 million it is 5% from the bid price **For RFPs** Selection Factor – additional 10% percent of the evaluation points scored on the technical criteria for a proposal – only applied to RFPs over $50,000 Contract measures are not mutually exclusive, as more than one can apply to a contract.
Selection of a Contract Measure	For solicitations of $100,000 or less, a set-aside shall apply unless there is either not enough capacity (i.e., less than 3 SBEs available) or the contract can only be handled by a non-SBE. In which case, ITBs will have a 10% micro business enterprise bid preference and RFPs over $50,000 will have a selection factor. For solicitations over $100,000, SBD will determine the applicable measure or preference based on availability, the best interest of the County, estimates of the type of subcontracting opportunities provided by the contract, and the type of solicitation.
Veteran Preference	For all solicitations, a Local Certified Veteran Business preference applies, except where federal or state laws or regulations mandate to the contrary.
Local Preference	For all solicitations, a Local Business preference applies, except when prohibited by federal or state law. For ITBs, a Locally-Headquartered preference applies, except when prohibited by federal or state law.

Applying Contract Measures and Preferences Procedures	
Steps	**Actions**
Prepare Solicitation	CO will insert all applicable contract measures and preferences in the solicitation. The master documents for ITBs and RFPs already have language to address each. CO will review the language and adjust it as necessary to reflect the applicability of each. CO will include a Schedule of Intent in solicitations that are set-aside or have a subcontractor goal. For ITBs, the standard language is in the terms and conditions. CO will specify in Section 2, Special Conditions, if there is a change to the language. For RFPs, the standard language is in Section 1 for a set-aside or subcontractor goal and Section 4 for a selection factor. CO will adjust the language to specify which contract measure and preference is applicable.

Set-aside or Subcontractor Goal Compliance in Bids and Proposals Procedures	
Steps	**Actions**
SBE Set-aside	For solicitations that are set-aside, CO will check the Schedule of Intent and the small business list to determine if bidder or proposer, and all subcontractors, are certified for the commodity that applies to the solicitation.
SBE Subcontractor Goal	For solicitations with a subcontractor goal, CO will check the Schedule of Intent and the small business list to determine if subcontractor is certified for the commodity that applies to the solicitation and that the percent of work to be completed by the subcontractor meets the goal.
SBD Verification	CO will forward the Schedule of Intent to SBD for verification that the bidder or proposer met the contract measure. If a bidder or proposer did not submit a Schedule of Intent, or a bidder, proposer or subcontractor is not on the small business list or is not certified for the commodity that applies to the contract, CO will bring this information to the Manager for a decision.

Bid, Veteran and Local and Locally-Headquartered Preferences in the Evaluation of Bids Procedures	
Steps	**Actions**

Bid, Veteran and Local and Locally-Headquartered Preferences in the Evaluation of Bids Procedures	
Steps	**Actions**
SBE Bid Preference	For ITBs $100,000 or less with a bid preference, determine which bidders meet the requirements to receive the micro business enterprise bid preference. For ITBs over $100,000 with a bid preference, determine which bidders meet the requirements to receive the small business enterprise bid preference. A bidder must be certified by SBD for the commodity to be purchased and must be an SBE or micro, as applicable, to receive the preference. If bidder meets the requirements, subtract the applicable percentage from its bid price to arrive at the price that will be used for evaluation.
Veteran Preference	CO will determine which bidders meet the requirements to receive the veteran preference. A bidder must meet the local preference requirements, be on the state veteran business list, and not have received an SBE bid preference to receive the veteran preference. After applying the SBE contract measures, if a bidder meets the veteran preference requirements, subtract 5% from its bid price to arrive at the price that will be used for evaluation.
Local and Locally-Headquartered Determination	CO will determine if low bidder is local or locally headquartered after applying the SBE and Veteran preferences. Local business: • has a physical business address located within the limits of Miami-Dade County from which the firm operates or performs business; • has a valid business tax receipt issued by Miami-Dade County at least one year prior to bid or proposal submission or, for firms which are exempt from the business tax receipt requirements, has submitted documentation to the County's satisfaction demonstrating the physical business presence of the firm in Miami-Dade County for at least one year prior to bid or proposal submission; and • contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. Locally-Headquartered business: • meets the requirements for a local business; and • has a principal place of business in Miami-Dade County (principal place shall mean the nerve center, the center of overall direction, control, and coordination of the activities of the firm, or the only business location) Miami-Dade County has an Interlocal Agreement with Broward County for reciprocity of local business preference and locally-headquartered business preference. A bidder or proposer that meets the local business requirements for Broward County shall be considered a local business. Similarly, a bidder that meets the locally-headquartered requirements for Broward County shall be considered a locally-headquartered business.

Bid, Veteran and Local and Locally-Headquartered Preferences in the Evaluation of Bids Procedures	
Steps	**Actions**
Local Preference and Locally-Headquartered Preference	• If low bidder is locally-headquartered, no further action is needed. • If low bidder is local and is not locally-headquartered, and no bidder is within 5% of the low bid (calculated by using the low bid price and adding 5%), no further action is needed. • If low bidder is local and is not locally headquartered, and a bidder is within 5% of the low bid and is locally headquartered, the low bidder and all locally-headquartered bidders that are within 5% of the low bid shall have the opportunity to submit a Best and Final Offer equal to or lower than the low bid. • If low bidder is not local, and a local bidder is within 10% or locally-headquartered bidder is within 15%, the low bidder and all local bidders within 10% and locally-headquartered bidders within 15% of the low bid shall have the opportunity to submit a Best and Final Offer equal to or lower than the low bid.

Selection Factor, Veteran Preference and Local Preference in the Evaluation of Proposals Procedures	
Steps	**Actions**
SBE Selection Factor	CO will determine which proposers qualify for the selection factor. Upon completion of the scoring for the technical points, CO as Chairperson will advise E/S Committee which proposers qualify for the selection factor and instruct the members to add 10% to the technical scores for those proposers. If oral presentations are held, the E/S Committee will re-rate the proposals. CO will instruct the E/S Committee to recalculate the selection factor to be sure they are adding 10% to the post-oral technical score.
Veteran Preference	CO will determine which proposers meet the requirements to receive the veteran preference. Proposer must meet the local preference requirements, be on the state veteran business list, and not have received an SBE selection factor to receive the veteran preference. Upon completion of the scoring for the technical points and applying the SBE measures, CO as Chairperson will advise E/S Committee which proposers qualify for the veteran preference and instruct the members to add 5% to the technical scores for those proposers.

Selection Factor, Veteran Preference and Local Preference in the Evaluation of Proposals Procedures	
Steps	**Actions**
Local Preference	CO will determine which proposers meet the requirements to receive the local preference. The requirements are listed above. If, following the completion of final rankings (technical and price combined, if applicable), a non-local business is the highest ranked proposer, and the score of a local proposer is within 5% of the score obtained by the non-local proposer, then the highest ranked local proposer shall have the opportunity to proceed to negotiations. CO will instruct E/S Committee on the application of local preference and the recommendation.

3. Tie Breaker

Policy Statement: If bids submitted by two or more bidders have identical pricing, after application of preferences, if any, the tie shall be broken by giving preference to the business that employs more staff that reside in Miami-Dade County, if possible.

Authority: **Section 2-8.5(2)** of the **Miami-Dade County Code**, **Procedure to Provide Preference to Local Business in County Contracts** and **Resolution No. 1574-88, Directing Award of Contracts to Local Bidder when Two Equal Bids Submitted**.

Purpose: To apply a uniform process in order to determine award of the lowest responsive, responsible bidder for ITBs or ITQs. As a general policy, all issues encountered that require a CO to contact a bidder, such as a tie bid, should first be discussed with the Manager for guidance and concurrence.

Tie Breaker Procedures	
Steps	**Actions**
Determine Application	If after evaluating all bids for responsiveness, responsibility, and application of pertinent preferences, the bids result in a tie, the tie breaker process will be used. Notwithstanding the tie breaker process, if tie bids result on Best and Final Offers requested due to the local preference and locally-headquartered preference, ties shall be resolved in the following order of priority: Locally-Headquartered Business, Local Business, other business.
Provide Affidavit	CO will provide to the tie bidders a Tie Breaker Affidavit requesting that the affidavit be completed, notarized, and returned to CO. The Tie Breaker Affidavit Form may be accessed from the Master Drive, Evaluation Folder.
Determine Award	The Tie Breaker Affidavit requires that the bidders attest to the number of their employees who reside in Miami-Dade County. The Bidder that has the most employees who reside in Miami-Dade County would be recommended for award.

Alternative Tie Breaker	If applying the affidavit does not break the tie, CO and Manager will flip a coin at a publicly-noticed meeting. The tied bidders will be notified of the meeting date and time but need not attend.

4. Bid Waiver, Sole Source or Legacy Contracts

Policy Statement: It is the policy of Miami-Dade County to purchase goods and services using full and open competition. However, a contract for goods or services can be awarded without formal competitive bidding when it is determined to be in the best interest of the County. The best interest determination is based on justifiable conditions. Such non-competitive contracts include awards made through a Bid Waiver (BW) or Sole Source (SS) process. A BW process refers to any award made without competitive bidding. The SS process is used when there is only one source of supply.

Authority: Pursuant to **The Home Rule Amendment and Charter, Section 5.03(D)**, the Board, upon written recommendation of the Mayor, may waive competitive bidding for goods and services. The Board delegated authority to the Mayor, pursuant to **Implementing Order 3-38, Master Procurement**, to award non-competitive contracts with a value of $250,000 or less. The Mayor has further delegated that authority to the ISD Director. See the Delegated Authority Chart.

Pursuant to **Section 2-8.1 of the Miami-Dade County Code**, **Contracts and Purchases Generally**, **Subsection (b)(2), Legacy Purchases**, the Board authorized legacy purchases, waiving competitive bidding for the purchase of goods and services when competition is unavailable, impractical or constrained as a result of the need to continue to operate an existing County system which may not be replaced without substantial expenditure.

Purpose: The purpose of this process is to award a contract without formal competitive bidding. This method is used when, after considering all options to obtaining the goods or services, a non-competitive contract represents the best method for the County. The client department is responsible for justifying the need to waive the bidding process. PMS is responsible for verifying the justification, including confirming the purchase satisfies legislative requirements to waive the competitive bidding process. Verifiable justifications for bid waivers include significant savings or avoidance of loss to the County, lack of competition, product standardization or compatibility, proprietary or distributorship rights, uniquely qualified vendor, etc.

There are circumstances that require a contract that started as a competitive solicitation to be awarded as a bid waiver. These types of contracts are usually referred to as competitive bid waivers, although there is not a separate process for this as it is a hybrid of the competitive and bid waiver processes.

BW, SS and Legacy Contracts Procedures	
Steps	**Actions**
Submittal to PMS	Client department posts a requisition and forwards *Justification/Input Document for Non-Competitive Acquisition* (see Master Drive, Non-Competitive Forms Folder) along with the scope of services to Manager for assignment.

BW, SS and Legacy Contracts Procedures	
Steps	**Actions**
Scope Review	In accord with Resolution No. R-140-15, prior to the re-procurement of a replacement contract, a full review of the scope of services set forth in the replacement solicitation shall be conducted with any and all user departments of the goods or services sought to be procured to assure that the request accurately reflects the County's current needs. The PCO shall also consult with the Small Business Development Division to ensure that all information included in the replacement solicitation is current and necessary to the County's solicitation of such good or service.
CO Review	Manager will assign a CO. The CO will review the *Justification/Input Document for Non-Competitive Acquisition* and request from client department any other documents required. CO should discuss with client department the market research conducted by that department and ask for documentation as needed.
Market Research	CO will conduct market research to verify client department's justification and to ensure that the proposed recommendation to waive competitive bidding is in the County's best interest. If SS, market research may include contacting vendor to understand proprietary or distributorship rights and requesting a SS letter from vendor or manufacturer, depending upon the circumstances. See Market Research Guide for information about conducting and documenting research.
Non-competitive Contract Determination	Once CO has sufficient documentation and determines a non-competitive contract is justified or not, CO should discuss with the Manager the market research findings and the CO's determination to gain agreement.
Small Business	If the dollar value of the purchase exceeds $50,000, CO will forward input document to Small Business Development (SBD) for review along with the scope of services. SBD should provide a response within 3 business days, but there is no need to wait for response, as this is a courtesy notification.
Draft Contract	CO will prepare draft contract to include terms and conditions, scope of services, pricing, insurance, etc. CO should work with client department during contract development to ensure the contract meets the client department's needs.
Advance Notice	PCO will post for comments on Advance Notice to Waive Competition website.
Insurance Requirements	CO will review scope of services to determine if insurance is required. If unsure of whether insurance is needed, CO can forward specifications and recommended insurance to ISD, Risk Management Division for a determination.
ITB	The CO will prepare an ITB in ADPICS. The system will send the ITB directly to VA once posted.

BW, SS and Legacy Contracts Procedures	
Steps	**Actions**
PA Advertisement Module	CO will prepare PA advertisement module and upload the following: • Draft Market Research Form • *Justification/Input Document for Non-Competitive Acquisition* • Draft contract • SS Letter • Any other relevant documents The completed module will be forwarded to the Manager who will review and work with CO to finalize Market Research and contract before forwarding to VA. The ITB and PA Advertisement will be matched by VA, a contract number will be assigned, and PA Advertisement will be returned back to CO.
Negotiations	CO will lead negotiations with client department and vendor to finalize contract language and pricing. Once an agreement is reached, CO will prepare final contract and submit to the Manager for approval. The Manager can be consulted for guidance in determining the best communication style to be used, the best strategy for negotiations including how to prepare, and the desired outcome.
County Attorney Review	CO and Manager may need to consult County Attorney for certain legal aspects of the contractual language and for general legal sufficiency. The Manager will guide the CO as to the need for County Attorney review.
Contract Signature	Once the negotiated contract is approved by Manager, CO will forward to vendor for signature along with applicable affidavits and the County's signature requirements. (See DPM_Files/RFP/Master Folder/Negotiation *contract signature letter* sample.) If contract has insurance requirements, CO should first check Risk Management Insurance Certificate system to see if vendor already has appropriate insurance on file. If not, CO should request insurance certifications from vendor.
Compliance Check	Complete review of compliance elements on the *Pre-Award Vendor Compliance* webpage. Copy each relevant page of the lists checked and compile into one document. (See DPM_Files/RFP/Master Folder/Evaluation/Contract Compliance sample document.)

BW, SS and Legacy Contracts Procedures	
Steps	**Actions**
PA Award Module	CO will complete all tabs in PA award module and upload the following documents into PA before forwarding for Manager's review: • Signed contract • Completed Affidavits • Sunbiz or other state corporate status • Vendor compliance check • Draft memo • Any other relevant documents Note: PA reviewers can access the advertisement module to see other documents, if needed.
Award Routing	If the purchase is $250,000 or under, PA routing will go to ISD Director for approval. A formal contract award memo is required. CO prepares the draft memo and includes it with supporting documents in the award package submitted via PA to the relevant manager for review and approval. Following the manager's approval, the award package is routed in PA to the Procurement Analyst. Following review by the Analyst, the package is forwarded to the Division Director for review and approval. Following the Division Director's approval, the package is forwarded to the ISD Senior Assistant Director for review and approval. If the purchase is over $250,000, the Board approves the award. A formal contract award memo is required. CO prepares the draft memo and includes it with supporting documents in the award package submitted via PA to the relevant manager for review and approval. Following the manager's approval, the award package is routed in PA to the Procurement Analyst. Following review by the Analyst, the package is forwarded to the Division Director for review and approval. Following the Division Director's approval, the package is forwarded to the ISD Senior Assistant Director for review and approval. Upon the Assistant Director's approval, the award is forwarded to the ISD legislative team for finalizing. The legislative team coordinates submission to the Mayor for approval to award which will then be presented to the Board. Note: The award memo for Legacy Purchases shall include a statement as to the need for such purchase and the provisions taken to reduce or eliminate the future need for legacy purchases for the particular good or service.
County Attorney Signature	After award approval, CO will route original contracts to County Attorney's Office for legal sufficiency signature.
Administrative Signature	Once County Attorney signs the contract, CO will route original contracts to ISD Director's Office for administrative signature.

BW, SS and Legacy Contracts Procedures	
Steps	**Actions**
Clerk of Board Execution	Once administration signs contract, CO will route to the Clerk of the Board for execution. CO may date contract if a specific start date is needed, otherwise the Clerk will date the contract. The Clerk will keep an original contract. CO will send an original contract to the vendor and a copy to the client department. CO will place an original contract in the file.
Contract Activation	After approvals, PA will be returned to Manager who will forward to VA. Upon receiving approved PA award module from Manager, or approval by Board, and approval of insurance certificates, if applicable, VA will activate the contract in ADPICS and BTS. VA will first check Risk Management Insurance Certificate system to see if vendor(s) already has appropriate insurance on file. If not, VA will request insurance certifications from vendor(s) if not provided from CO.
Close Out	CO will: • check information fields in both ADPICS and BTS to ensure accuracy; • issue a blanket purchase order in ADPICS, or purchase order if one-time purchase, and forward to the user department; and • issue award sheet.

5. Emergency Purchases

Policy Statement: An emergency purchase may be utilized to resolve an unforeseen or unanticipated urgent and immediate need for goods or services for which the protection of life, health, safety or welfare of the community or the preservation of public properties would not be possible using normal purchasing methods.

Authority: Pursuant to **Implementing Order 3-38, Master Procurement**, a department director or authorized designee may determine an emergency purchase is necessary. In such case, a contract may be awarded without utilizing the competitive bid process regardless of the amount of the expenditure.

If the expenditure is over the Mayor's delegated authority for non-competitive awards, i.e., $250,000, the ISD Director shall forward the documented circumstances to the County Mayor for presentation to the Board of County Commissioners for ratification. See the Delegated Authority Chart.

Purpose: As department directors have the authority to declare an emergency and award a contract, these procedures are limited to ISD processing the emergency in the system, including Board ratification if necessary, in order to pay the vendor.

Emergency Purchases Procedures	
Steps	**Actions**
Emergency Declaration	Client department declares an emergency, issues a requisition number in ADPICS, and utilizes that number to authorize and complete its purchase.
Submittal to PMS	Client department forwards the posted award requisition to Manager for assignment within five working days after the purchase.
CO Review	Manager will assign a CO. The CO will request all supporting documentation from client department as follows: • Completed *Section 3 Emergency Purchase* document which includes a detailed justification for the purchase, the circumstances which justified the emergency, and the Director's or designee's signature. • Copy of proposal, quote and/or invoice from the vendor, to include the pricing, item description and/or services rendered. • Any additional supporting documentation (i.e., affidavits, UAP/IG agreement, etc.).
Small Business	If the dollar value of the purchase exceeds $50,000, CO will forward *Section 3 Emergency Purchase* document to Small Business Development (SBD) for review. SBD should provide a response within four hours, depending on time of submittal, but there is no need to wait for a response, as this is a courtesy notification.
ITB	The CO will prepare an ITB in ADPICS. The system will send the ITB directly to VA once posted.

Emergency Purchases Procedures	
Steps	**Actions**
PA Advertisement Module	CO will prepare PA advertisement module and upload *Section 3 Emergency Purchase* document. The completed module will be forwarded to Manager who will review and either return to CO for changes or forward to VA. The ITB and PA advertisement will be matched by VA, a contract number will be assigned, and PA advertisement will be returned back to CO.
Compliance Check	Complete review of compliance elements on the Pre-Award Vendor Compliance webpage. Copy each relevant page of the lists checked and compile into one document. (See DPM_Files/RFP/Master Folder/Evaluation Contract Compliance sample document.)
PA Award Module	Once VA has forwarded item back to CO in PA, CO will complete all tabs in PA award module and upload the following documents into PA before forwarding for Manager's review: • *Section 3 Emergency Purchase* document • Vendor's proposal, quote and/or invoice • Sunbiz or other state corporate status • SBD determination (e-mail or Project Worksheet) • Affidavits • Vendor compliance check • Draft memo for purchases over $250,000 • Additional documentation (UAP/IG letter, emails, etc.)
Award Routing	Emergencies up to $250,000 approved by Department Directors other than ISD may be approved on this floor by the Division Director and subsequently routed to VA. No memo is required. ISD emergencies must be approved by the ISD Director. Emergencies over $250,000 must be ratified by the Board. A memo is required. The ISD legislative team will coordinate submission to the Mayor for approval to present to the Board for ratification.
Contract Activation	After internal approvals, PA will be returned to Manager who will forward to VA. Upon receiving approved PA award module from Manager, or approval by Board, and approval of insurance certificates, if applicable, VA will activate the contract in ADPICS and BTS. VA will first check Risk Management Insurance Certificate system to see if vendor(s) already has appropriate insurance on file. If not, VA will request insurance certifications from vendor(s).

Emergency Purchases Procedures	
Steps	**Actions**
Close Out	CO will: • check information fields in both ADPICS and BTS to ensure accuracy; and • issue a blanket purchase order in ADPICS, or purchase order if one-time purchase, and forward to the client department. Note: An award sheet is not issued for this type of purchase.

6. Confirmation Purchases

Policy Statement: A Confirmation Purchase is the ratification action of an unauthorized purchase. An unauthorized purchase is a purchase or commitment of funds by an employee that does not have the authority to do so, or a purchase or commitment of funds by an authorized employee but not in accordance with County legislation or the procedures prescribed by Implementing Order 3-38.

Authority: The authority to ratify the confirmation purchase is determined by the authority delegated to the Mayor and ISD Director to award non-competitive contracts. If the expenditure exceeds the Mayor's authority, the ISD Director shall forward the documented circumstances to the County Mayor for presentation to the Board of County Commissioners for ratification. See the Delegated Authority Chart.

Purpose: As a department has already made the purchase, these procedures are limited to ISD processing the confirmation in the system, including Board ratification if necessary, in order to pay the vendor.

Confirmation Purchases Procedures	
Steps	**Actions**
Submittal to PMS	Client department posts a requisition and forwards to the Manager for assignment. The department should also provide the following documents: • *Justification/Input Document for Non-Competitive Acquisition* document which includes a detailed justification for the purchase and the Director's or designee's signature. • Copy of invoices, signed and accepted by the client department. • Any additional supporting documentation (i.e., affidavits, UAP/IG agreement, etc.).
CO Review	Manager will assign a CO. The CO must ensure that the invoices match requested purchase, including reviewing the following: • Dollar value of each invoice is accurate • Unit price is correct (check the contract or any other source from where the unit prices are derived) • Total dollar value of all invoices is accurate • Check date of invoice and date of services to match the dates provided by the client department in the justification form • Invoices are not duplicated • Taxes are not included as Miami-Dade County is tax exempt If any discrepancies are found, CO will discuss with client department for clarification and, if necessary, request client department to provide an updated invoice, signed and accepted by client department.

Confirmation Purchases Procedures	
Steps	**Actions**
Small Business	If the dollar value of the purchase exceeds $50,000, CO will forward *Justification/Input Document for Non-Competitive Acquisition* to SBD for review. SBD should provide a response within four hours, depending on time of submittal, but there is no need to wait for a response as this is a courtesy notification.
ITB	The CO will prepare an ITB in ADPICS. The system will send the ITB directly to VA once posted.
PA Advertisement Module	CO will prepare PA advertisement module and upload *Justification/Input Document for Non-Competitive Acquisition*. The completed module will be forwarded to Manager who will review and either return to CO for changes or forward to VA. The ITB and PA advertisement will be matched by VA, a contract number will be assigned, and PA advertisement will be returned back to CO.
Compliance Check	Complete review of compliance elements on the Pre-Award Vendor Compliance webpage. Copy each relevant page of the lists checked and compile into one document. (See DPM_Files/RFP/Master Folder/Evaluation Contract Compliance sample document.)
PA Award Module	Once VA has forwarded item back to CO in PA, CO will complete all tabs in PA award module and upload the following documents into PA before forwarding for Manager's review: • *Justification/Input Document for Non-Competitive Acquisition* • Invoices • Sunbiz or other state corporate status • SBD determination (e-mail or Project Worksheet) • Affidavits, if applicable • Additional documentation (UAP/IG letter, emails, etc.) • Vendor compliance check • Signed memorandum from the client department director to the ISD Sr. Assistant Director with a complete justification for the inappropriate activity, to include the disciplinary action taken, if applicable, and the corrective action(s) implemented to prevent recurrence. This memorandum will need to be tailored depending upon the circumstances and whether the client department director has already provided a justification memo. (See Master Folder for a sample.) • Draft memo
Memorandum to Client Department	Signed client department memorandum and any returned memorandum or documents from client department will be uploaded in PA.

Confirmation Purchases Procedures	
Steps	**Actions**
Award Routing	If the purchase is $250,000 or under, PA award routing will continue through to ISD Director for approval. A formal memo is required. If the purchase is over $250,000, the ISD legislative team will coordinate submission to the Mayor for approval to present to the Board for ratification. A formal memo is required.
Contract Activation	After internal approvals, PA will be returned to Manager who will forward to VA. Upon receiving approved PA award module from Manager, or approval by Board, VA will activate the contract in ADPICS and BTS. Note: Insurance is generally not required since the purchase has already occurred.
Close Out	CO will: • check information fields in both ADPICS and BTS to ensure accuracy; • issue a blanket purchase order in ADPICS, or purchase order if one-time purchase, and forward to the client department. Note: An award sheet is not issued for this type of purchase.

7. Accessing Contracts

Policy Statement: A contract can be awarded by accessing the competitively awarded contract of a governmental or quasi-governmental entity or not-for-profit organization, provided the goods or services are not available through an existing Miami-Dade County contract at the same or lower price.

Authority: Pursuant to **Implementing Order 3-38, Master Procurement**, the County can access a competitively awarded contract as described in the Policy Statement above. The authority to award an accessed contract follows the same authority to award a competitive contract. See the Delegated Authority Chart.

Purpose: The purpose of this process is to access another entity's contract to obtain the same terms, conditions, and pricing. Accessing contracts helps to facilitate awards and can result in savings in cost, time and effort. This method is used when, after considering all options to obtaining the goods or services, accessing represents the best value for the County. If the market research shows that the accessible contract has the most favorable pricing, the contract is needed immediately and/or a bridge contract is needed for a short-term until a contract can be established, accessing may be the best solution.

Accessing a contract usually forgoes the County's ability to apply SBE measures and local or veteran's preferences, unless some type of competition is applied to select among multiple vendors. If the accessed contract has more than one vendor that can perform the services, a competition should be used to select a vendor.

Accessing Contracts Procedures	
Steps	**Actions**
Submittal to PMS	Client department posts a requisition and forwards to Manager for assignment.
CO Review	PMS Manager will assign a CO. The CO will request the scope of services from the client department and review the client department's market research. If the client department requested accessing, it should provide the market research and PMS will check it and supplement it, if necessary. Conversely, if CO discovers available contract for accessing during his/her market research, CO should discuss the contract with client department to ensure it meets the department's needs. CO should also contact the other entity's contract manager and vendor to ensure all are agreeable to the access. See Market Research Guide for information about conducting and documenting research for an access contract.

Accessing Contracts Procedures	
Steps	**Actions**
Request Documents	CO will obtain and review the following documents to be sure that the contract was competitive to PMS's standards and is accessible. • Solicitation, including addendums • Advertisement • Tally or score sheets • Award documents such as agenda items and award memos • Contract
Match Determination	The above requested documents are needed in order to determine whether accessing the contract meets the County's needs. Specifically, the CO must confirm the following: • Contract was awarded competitively to the County's standards for competition • Contract does not have a prohibition on other entities accessing it (for instance, only certain federal government contracts are available for accessing) • Scope of services matches the County's • Value of the contract is compatible with the amount the County needs • Contract is active for term the County needs to access it • Terms and conditions of the contract are reasonable and adequately protect the County • Whether there is an opportunity to negotiate a better price under the terms and conditions of the contract • Whether the contract requires competition among all contract vendors CO should discuss with the Manager the market research and the determination that accessing is the best solution to gain initial agreement to proceed with accessing.
Small Business	If the dollar value of the purchase exceeds $50,000, CO will forward input document to Small Business Development (SBD) for review along with the scope of services. SBD should provide a response within three business days, but there is no need to wait for a response, as this is a courtesy notification.
Insurance Requirements	CO will review contract to determine if County standard insurance requirements are included. If unsure of whether insurance is needed or insurance in contract is adequate, CO can forward scope of services and recommended insurance and/or insurance from contract to ISD, Risk Management Division for a determination.
ITB	The CO will prepare an ITB in ADPICS. The system will send the ITB directly to VA once posted.
Draft Letter of Agreement	CO will draft a letter of agreement. The letter will indicate the County's intent to access the contract, incorporate the County's scope of services (if further clarification to the contract scope is required), designate delivery date or completion date as may be applicable, address the insurance requirements, and request acceptance of conditions required by County legislation. (See Master Folder for sample letter.)

Accessing Contracts Procedures	
Steps	**Actions**
PA Advertisement Module	CO will prepare PA advertisement module and upload the following: • Draft Market Research Form • Scope of Services • Documents listed above in "Request Documents" • Draft Letter of Agreement with applicable affidavits • Any other relevant documents The completed module will be forwarded to Manager who will review and work with CO to finalize Market Research and Letter of Agreement before forwarding to VA. The ITB and PA advertisement will be matched by VA, a contract number will be assigned, and PA advertisement will be returned back to CO.
Letter of Agreement Signature	Once draft letter of agreement is approved by Manager, CO will forward to vendor for signature along with applicable affidavits. If contract has insurance requirements, CO should first check Risk Management Insurance Certificate system to see if vendor already has appropriate insurance on file. If not, CO should request insurance certifications from vendor.
Compliance Check	Complete review of compliance elements on the *Pre-Award Vendor Compliance* webpage. Copy each relevant page of the lists checked and compile into one document in the electronic file.
PA Award Module	Once VA has forwarded item back to CO in PA and Letter of Agreement is signed, CO will complete all tabs in PA award module and upload the following document into PA before forwarding for Manager's review: • Signed Letter of Agreement • Signed Affidavits • Sunbiz or other state corporate status • Vendor compliance check • Draft memo • Any other relevant documents Note: PA Reviewers can access the PA Advertisement module to see other documents, if needed.
Award Routing	If the purchase is $500,000 or under, PA routing will go to ISD Director for approval. If the purchase is over $500,000 up to $1,000,000, routing will go to Mayor for approval. If the purchase is over $1,000,000, the ISD legislative team will and coordinate submission to the Mayor for approval to access which will then be presented to the Board.

Accessing Contracts Procedures	
Steps	**Actions**
Contract Activation	After internal approvals, PA will be returned to Manager who will forward to VA. Upon receiving approved PA award module from Manager, or approval by Board, and approval of insurance certificates, if applicable, VA will activate the contract in ADPICS and BTS. VA will first check Risk Management Insurance Certificate system to see if vendor(s) already has appropriate insurance on file. If not, VA will request insurance certifications from vendor(s).
Close Out	CO will: • check information fields in both ADPICS and BTS to ensure accuracy; • issue a blanket purchase order in ADPICS, or purchase order if one-time purchase, and forward to the user department; and • issue award sheet.

8. Modifications

Policy Statement: It is the policy of Miami-Dade County to allow a contract to be modified to meet the business needs of the County. Contract modifications refer to any change to the terms and conditions of the agreement. The term "contract modifications" is also used to describe changes that occur to the contract information in ADPICS and BTS.

Authority: Pursuant to **Implementing Order 3-38, Master Procurement**, the Mayor has delegated authority to modify a contract that is under $1,000,000 for up to that amount. A contract over $1,000,000 that was awarded by the Board, can be modified by the Mayor for up to 20% of the contract value. The Mayor delegated authority to the ISD Director to modify a contract that is under $500,000 for up to that amount. A contract over $1,000,000 that was awarded by the Board can be modified by the ISD Director up to $500,000 but not to exceed 20% of the contract value. See the Delegated Authority Chart.

However, the authority to modify a contract may be dependent upon considerations other than the dollar value of the modification. For instance, the need to sign a supplemental agreement requires at least ISD Director approval for signature and a material change to a contract awarded by the Board may require Board approval. There are many considerations in determining the level of authority for a contract modification.

Purpose: The purpose of this process is to execute modifications to contracts to meet the County's business needs, without the need to spend time and resources to re-procure the goods or services which are already under contract.

Modifications Procedures

Steps	Actions
Determine Type of Modification	These modifications can be used individually or in combination.

Type	Definition
Increase or Decrease Money	Increase or decrease to total contract allocation
Increase Time	Extension of contract active period (decreases in time do not require PA processing and can be handled by VA)
Transfer Allocation	Movement of approved funds from one department to another, including the use of unallocated funds. There is no change to the total allocation of the contract.
Add a Vendor	Admitting a vendor that has met all requirements to be added into a pre-qualification pool contract
Supplemental Agreement	Written change to the contract document that requires signatures by both parties, and execution by the Clerk of the Board
Accessing Contract	Addition of a department to use the contract. This type of modification will be in combination with either Increase Money or Transfer Allocation to provide the new department with an allocation.

Modifications Procedures	
Steps	**Actions**
Submittal to PMS	The client departments are responsible for initiating modifications for their needs: Money, Transfer Allocation, and Accessing Contract. Client department prepares modification in PA, gains internal approvals, and routes to PMS. The PA Contract Modification Request will automatically route the modification to the CO assigned to the contract. The client department can use PA to route internally for their approvals or has the option to complete a *Contract Modifications* form (generated in PA modification module) to gain approval. If the form is used, the client department will upload the signed form in the contract modification request in PA.
Preparation by PMS	CO will usually initiate modification for contract administration needs: Increase Time, Add a Vendor, and Supplemental Agreement. CO will prepare modification in PA Contract Modification Request and hit Route to Procurement. The PA Contract Modification Request will automatically route the modification to the CO assigned to the contract.
CO Review	The CO will review the modification request including the justification and attached documents. CO will determine if modification is acceptable (i.e., proper justification, appropriate explanation of need, appropriate use of the contract, allowable in contract, etc.).
Supplemental Agreement and/or Negotiations	CO will determine if a supplemental agreement (change to the contract document) is needed. CO and Manager may need to consult County Attorney for certain legal aspects of the contractual language and for general legal sufficiency. The Manager will guide the CO as to the need for County Attorney review. If negotiations are needed, CO will lead negotiations with client department and vendor. Once an agreement is reached, CO will prepare supplemental agreement and submit to Manager for approval. The Manager can be consulted for guidance in determining the best communication style to be used, the best strategy for negotiations including how to prepare, and the desired outcome.
PA Contract Modification Module	CO will complete PA modification module, indicating the approved time and money in the appropriate fields as applicable, and upload the following: • Signed Supplemental Agreement • Draft memo (required for CMO and BCC modifications only) • Any relevant documents The completed module will be forwarded to Manager who will either return for changes or forward to VA.

Modifications Procedures	
Steps	**Actions**
Approval Routing	**Transfer Allocation, Add a Vendor, and Accessing Contract with no additional money** Generally, the Manager will approve. No memo is required. **Increase to Time, Money or signature of Supplemental Agreement** For modifications within ISD Director's Authority, PA will go through to ISD Director. No memo is required. For modifications within Mayor's Authority, a formal memo is required. For modifications requiring Board approval, legislative team will coordinate submission to the Mayor for approval to modify which will be presented to the Board. Refer to the Delegated Authority Chart.
Supplemental Agreement Signatures	After approval, CO will route original supplemental agreements to County Attorney's Office for signature for legal sufficiency. Once County Attorney signs contract, CO will route original contracts to ISD Director's Office for administrative signature. Then CO will date contract and route to Clerk of the Board for execution. The Clerk will keep an original supplemental agreement. CO will send an original supplemental agreement to the vendor and a copy to the client department. CO will place an original supplemental agreement in the file.
Modification Activation	For approvals within Manager authority, Manager will forward to VA. For all others, after internal approvals, PA will be returned to Manager who will forward to VA. Upon receiving approved PA modification module from Manager, or approval by Board, VA will make applicable modifications in ADPICS and BTS.
Close Out	CO will, if needed: • check information fields in both ADPICS and BTS to ensure accuracy; • update a blanket purchase order in ADPICS, if applicable; and • update award sheet and note changes in roadmap, if applicable.

9. Options to Renew

Policy Statement: An Option to Renew (OTR) in a contract may be exercised when the goods or services continue to be needed and such renewal is in the best interest of the County. The OTR is usually specified in the contract as a County prerogative, and not a right of the vendor. However, some contracts may have other conditions for renewing which require consideration prior to exercising the OTR.

Authority: The administrative authority to renew a contract is usually authorized when the contract is initially awarded. Prior to routing an OTR for approval, the CO is responsible for determining whether the administrative authority to exercise the OTR was already granted when the contract was awarded. OTR's that have been previously authorized will be approved by CO and forwarded to Manager for approval. If an OTR will take the aggregate amount of the contract over $1,000,000 and the contract was not approved by the Board, the OTR approval must go to the Board.

Purpose: The purpose of this process is to renew a contract to eliminate the need to invest time and resources to re-solicit the contract to achieve the same or similar results.

OTR Procedures	
Steps	**Actions**
6 Month Check	Begin the OTR review process 6 months prior to the contract term expiration. Determine whether administrative authority to exercise an OTR has been granted or not. If authority was granted, OTR process should begin no later than 3 months prior to the contract term expiration. If authority was not granted and Board approval is needed, begin process immediately and notify Manager and ISD legislative team that a Board item is forthcoming.
NOEC	Send *Notice of Expiring Contract* (NOEC) document (see Master Folder) via the PA OTR Module to the client department(s) contract manager or procurement liaison. Specify expectation for return of completed document, usually no later than 2 weeks after request. Upon receipt of the NOEC from the client department(s), verify the allocations for each (as applicable).
Market Research	CO will conduct market research to ensure that the proposed recommendation to proceed with exercising the OTR is in the County's best interest. Check ADPICS registration status and verify Sunbiz or other state corporate status of vendor. See Market Research Guide for information about conducting and documenting research.

OTR Procedures	
Steps	**Actions**
Negotiations	Contact the vendor to initiate negotiations. Generally, a phone discussion is sufficient to express the County's interest and objectives in the negotiations. If a phone call is not productive or practical, an e-mail or letter via e-mail, could also be used. Other negotiation methods may also be helpful such as conducting a meeting. The Manager can be consulted for guidance in determining the best communication style to be used, the best strategy for negotiations including how to prepare, and the desired outcome. The intent of negotiations is to achieve a better deal for the County, such as lower prices. However, some contracts may allow for increases based on an index such as CPI, or other circumstances. If the vendor appropriately requested an increase under the contract, CO will factor the request into the negotiations.
OTR Transmittal Form	CO will prepare the *OTR Transmittal Form*. Generally, allocations for an OTR are pro-rated. However, careful consideration must be given to the appropriate allocations. For instance, if the prices will be increased during the OTR due to allowable increases in the contract such as Living Wage or CPI, CO should contact client departments to review their allocations and determine if an increase is needed for the OTR term. These types of allocation increases are allowable for an OTR without processing as a modification and must be indicated on the form. Conversely, if the prices will decrease due to allowable decreases such as negotiated lower prices or decrease to CPI, the same consideration to a change in allocation should be given as noted above. Consider which vendors will be renewed. The CO may determine that a vendor should not be renewed depending on the circumstances such as vendor out of business, lack of compliance with insurance, lack of performance, etc. Document such reasons on the OTR Transmittal Form.
Compilation of File	CO will prepare electronic and hardcopy files to house the back-up documentation for the OTR to include the following: • Completed *OTR Transmittal Form* • Documents obtained during market research • Sunbiz or other state corporate status • Copy of original administrative approval to exercise OTR • NOEC from department(s) • Correspondence with vendor(s) • Vendor compliance check • Draft memo for OTRs requiring CMO or BCC approval • Any other relevant documents

OTR Procedures	
Steps	**Actions**
Routing of OTR Transmittal Form	Route *OTR Transmittal Form* via PA to Manager for approval. PMS Manager will either return form for changes or sign form and return to CO. Manager may request to see documentation, including hardcopy file.
Contract Activation	CO will route approved form to VA for processing. If contract requires insurance, VA will first check Risk Management Insurance Certificate system to see if vendor(s) already has appropriate insurance on file. If not, VA will request insurance certifications from vendor(s). VA will activate the contract renewal in ADPICS and BTS.
Close Out	CO will: • check information fields in both ADPICS and BTS to ensure accuracy; • issue a blanket purchase order in ADPICS, or purchase order if client issued requisition for one-time payment, and forward to the user department; and • update award sheet and roadmap, if applicable.
Follow-up	If this was the final OTR available in the contract, CO should communicate with the client department(s) regarding future needs. If a new solicitation will be needed, such process should be started no later than 1 year prior to the expiration date for contracts requiring Board approval and no later than 9 months for all others. CO will use their judgment and start process early enough to complete award process 60 days before current contract will expire.

ADPICS

ADPICS Security Access Process

The Procurement Management (PM) Division of the Internal Services Department (ISD) requires that all Department Directors verify security access profiles for their staff each year. The list of all authorized Department Directors and their signatures along with their authorized Designees are kept on file by ADPICS staff. Department Directors are responsible to ensure that all ADPICS security requests are correct and complete. ISD reserves the right to make inquiries related to the approval and/or denial of a security access request. Department Directors, or authorized Designees, are responsible for the immediate notification of any change in roles, and responsibilities of each assigned user related to access and use of the System, as well as, the need to delete, add, or make any changes, including termination from County service. It is the responsibility of all County Department Directors, or their designees to submit new security forms to the ADPICS Support Team at 111 NW 1st ST Miami, FL 33128, Suite 1300.

Annual Review - ADPICS Security Access

1. Prior to the start of each fiscal year Department Directors will be provided a list of their approvers and ADPICS users. The respective Directors are responsible for reviewing the list for accuracy and verifying the type of authority for each user as it exists in the system. The instructions to complete the list are as follows:

    a. If a new User needs to be added, or a user requires modification, the department will be required to provide completed and signed ADPICS forms to Procurement Management.
    b. If the User security is valid, a “check mark” needs to be placed in the identified column of the provided list.
    c. If the User security is not valid, place an “X” in the identified column and submit new security form(s).
    d. The completed list and associated forms, signed by the <u>Department Director</u> must be returned no later than September 1st, of each year.

Standard ADPICS Security Approval Process

2. Once received by ADPICS staff, the security access forms are reviewed at three levels in ISD before being forwarded to Finance Department for processing. The forms are approved or rejected according to the standard ADPICS support process listed below:

    a. ADPICS security forms are received by ADPICS Support Team (1st level review) for initial review of completeness, verification of employee information, and the Directors signature. The form must have the signature of department Director or the Designee. Incomplete or questionable forms are returned to the requesting department for clarification.
    b. Complete / acceptable forms are sent to the ISD, Procurement Business Administrator for quality assurance/approval (2nd level review). Acceptable forms are initialed, dated and then sent to the Miami-Dade County Chief Procurement Officer for approval/signature.
    c. The Chief Procurement Officer (3rd level review) performs the last review and approves, or rejects the ADPICS security access request.
3. Approved form(s) are returned to the ADPICS Support Team.
4. The ADPICS Support Team electronically submits the security forms to the Finance Department and copies the requestor(s). The original copies are filed with the ADPICS Support Team.

5. The Finance Department sends confirmation e-mail to ADPICS Support Team, and the requestor once security access is granted.

How to Create a Requisition in ADPICS

Start in Screen 2100

1. Hit F-10
2. DUE DATE: impute date, hit F-10
3. INTF TYPE: NP, hit F-10
4. REQ TITTLE: impute title, hit F-10
5. SFX INDEX: enter PMCWREQ then tab once to SUBOBJ and enter 43010, hit F-10

Takes you to screen 2110

6. COMMODITY: type in commodity code, tab once (1)
7. QUANTITY: type in one (1), tab three (3) times
8. PURCHASE U/M: type in LO for Lot or EA, hit F-10 twice

   make sure unit cost is OK correct unit code by typing over green figures, hit F-10

Pause back to 2100

9. Write down your REQ number in you Contract folder
10. Go to ACTION IND: and replace N with P, hit F-10
11. If it does not change to A and lower white tab states" ship to/ bill to address not" hit f-7
12. Tab to S and then tab to under PMB01, re-type PMB01, hit F-10

When same address is typed, paused back to 2100

13. ACTION IND: replace N with P, hit F-10
14. ACTION IND: states A, go see Fred or Rita for approval in ADPICS.
15. Once they approve REQ it will come back to you under screen 9210, you need to sign requisition approval with your electronic signature, and then you are ready for your ITB.

How to create an ITB in ADPICS

Start on Screen 2311

1. Hit F-10
2. BLANKET/STANDARD IND: B or S, hit F-10
3. TERM CONTRACT: Y or N, hit F-10
4. BID TITLE: type in bid title, hit F-10
5. ITB TYPE: P (RFP) or Q (RFQ), hit F-10
6. MAILING ADDRESS: type 111 N.W. 1st Street, suite 1300, hit F-10
7. SURCHARGE: NA or UA, hit F-10 (this is if other municipalities can access our contract)
8. PERF BD: Y or N, hit F-10 (Performance Bond)
9. OTR: Y or N (does contract have otrs)
10. PREBID: Y or N, hit F-10
11. If yes for PREBID tab will go to PREBID DATE: enter date, hit F-10
12. INSUR: Y or N, hit F-10
13. If yes for insurance it will tab to next space then you enter insurance type, 08,01..hit F-10
14. System will take you to screen 2313, if you created your own req, you must wait for approval and then you must approve req to complete screen 9210
15. If req is approved, then tab to under REQUISITION and enter Req number and hit F-10. (wait a couple of seconds and system will attach req to ITB). When req is attached pause back to 2311.
16. ACTION INDICATOR: replace N with P, hit F-10
17. Wait for approval
18. Complete documentation

Once ITB is in system, then you must wait for award of contract completion is approved and then you cut BPO.

How to Cut a BPO for 1 Dept, 1 Vendor in ADPICS

1. Link to **2323** – Check for funds in contract amt & expiration date. **Print screen**
2. Link to **2311** – Check ITB for post
3. Press **F6** – see Req
4. Copy Req
5. Link to **2430** – paste Req. & check ITB
6. Link to **2100** – check Req. for time
7. **F6** – verify $ & commodity code
8. Link to "**Note**" – check note pad
9. Link to **2311**
10. Link to **9230** – Check to see if ITB is signed off
11. Link to **2320**
    a. Enter vendor's **Federal ID & suffix** (verify correct suffix)
    b. Press **Enter**
    c. **Pre qualified** = **Y**
    d. **$ Amt** = tab behind 1.00
    e. **F10** – see "Bid Records Added" in message line
    f. Tab to **Action Ind** = **P**
    g. **F10** – see "Bid Posted"
12. Link to **2230**
    a. Tab under **S** next to vendor ID
    b. Type **S**
    c. **F2** >automatically links to 2342
13. @**2342** – get BPO#
    a. **Vendor Desig** = "**primary**"
    b. **Match type** = **AA** (for service & Qty <u>must</u> be 1 on screen 2320)
    c. **UAP** = **Y** or **N**
    d. **Expiration Date** =
    e. **FOB Point = DEST** for RFP Unit always
    f. **Discount Terms = net30** (or if specified differently)
    g. **F10 twice >**automatically link to **2348**
14. @**2348**
    a. **Pause Back** to screen **2342**
15. @**2342**
    a. **F7 >**automatically link to **2341**
    b. Under **DEPT** enter dept abbreviation **= "XX******"**
    c. **@BPO Allocation = $Amt**
    d. **F10** – see "Blanket Security updated successfully"
    e. **Pause Back** to screen **2342**
16. @**2342**
    a. **F8 –** link to **2126**
17. @**2126**
    a. Next to **Block Function**: "**BPO**"
    b. **F12**
    c. Fill in the blanks with the effective date and expiration date – i.e.…PERIOD FROM **<u>05/12/06</u>** to **<u>05/11/07</u>**…
    d. **F10 twice** – see "Record Replaced"
    e. **Pause Back** to screen **2342**

18. @**2342**
    a. **F6 –** view doc
19. Link to **2349**
    a. **Add commodity code**
    b. @unit cost, **override = Y**
    c. **PUR U/M = LO**
    d. @PUR U/M, **override = Y**
    e. @maximum qty, **delete 1.00**
    f. **F10 twice**
    g. ***<u>for multiple commodity codes</u>***
        i. change **Line No. = 002** (sequential)
        ii. press **Enter**
        iii. repeat steps a – g until all commodity codes are added
    h. **Pause Back** to screen **2352**
20. Link to **2323** – check info
    a. **Pause Back** to screen **2352**
21. Link to 2342
    a. **Action Ind = P**
    b. **F10** – see “BPO posted”
    c. **F12 –** to print

How to Cut a BPO for 1 Dept, Multiple Vendors in ADPICS

1. Link to **2323** – Check for funds in contract amt & expiration date. **Print screen**
2. Link to **2311** – Check ITB for post
3. Press **F6** – see Req
4. Copy Req
5. Link to **2430** – paste Req. & check ITB
6. Link to **2100** – check Req. for time
7. **F6** – verify $ & commodity code
8. Link to "**Note**" – check note pad
9. Link to **2311**
10. Link to **9230** – Check to see if ITB is signed off
11. Link to **2320**
    a. Enter vendor's **Federal ID & suffix** (verify correct suffix)
    b. Press **Enter**
    c. **Pre qualified** = **Y**
    d. **$ Amt** = tab behind 1.00
    e. **F10** – see "Bid Records Added" in message line
    f. For the next vendor **Delete the Federal ID & suffix**
    g. ***Repeat steps a – f until all vendors are added. <u>At the last vendor, skip step f and go to step h</u>.***
    h. Tab to **Action Ind** = **P**
    i. **F10** – see "Bid Posted"
12. Link to **2230**
    a. **Multi-Vendor Award = Y**
    b. Tab under **S** next to 1st vendor ID
    c. Type **S**
    d. **F2** >automatically links to **2342**
13. @**2342** – get BPO#
    a. **Vendor Desig = "multi"**
    b. **Match type** = **AA** (for service & Qty <u>must</u> be 1 on screen 2320)
    c. **UAP** = **Y** or **N**
    d. **Expiration Date** =
    e. **FOB Point = DEST** for RFP Unit always
    f. **F10 twice >**automatically link to **2348**
14. @**2348**
    a. **Pause Back** to screen **2342**
15. @**2342**
    a. **F7 >**automatically link to **2341**
    b. Under **DEPT** enter dept abbreviation **= "XX******"**
    c. **@BPO Allocation = $Amt**
    d. **F10** – see "Blanket Security updated successfully"
    e. **Pause Back** to screen **2342**
16. @**2342**
    a. **F8 –** link to **2126**

17. @**2126**
    a. Next to **Block Function**: "**BPO**"
    b. **F12**
    c. Fill in the blanks with the effective date and expiration date – i.e.…PERIOD FROM **05/12/06** to **05/11/07**…
    d. **F10 twice** – see "Record Replaced"
    e. **Pause Back** to screen **2342**
18. @**2342**
    a. **F6 –** view doc
19. Link to **2349**
    a. **Add commodity code**
    b. @unit cost, **override = Y**
    c. **PUR U/M = LO**
    d. @PUR U/M, **override = Y**
    e. @maximum qty, **delete 1.00**
    f. **F10 twice**
    g. ***for multiple commodity codes***
        i. change **Line No. = 002** (sequential)
        ii. press **Enter**
        iii. repeat steps a – g until all commodity codes are added
    h. **Pause Back** to screen **2352**
20. Link to 2342
    a. **Action Ind = P**
    b. **F10** – see "BPO posted"
    c. **F12 –** to print

How to Copy a BPO for an OTR in ADPICS

1. Link to contract screen 2323
2. Enter existing contract number and press enter
3. Press F6 to access the BPO number.
4. System will link to screen 2324 'CONTRACT DOCUMENT INQUIRY' screen
5. Tab to BPO and select BPO by inputting an S in the select column and pressing F2
6. System will link you to screen 2342 'BLANKET PURCHASE ORDER WRITING' screen.
7. Press F11 to view the copy key on screen 2342. F8=COPY.
8. Tab to 'COPY TYPE' field and input 'B' for blanket.
9. Tab to 'CONTRACT AMOUNT' field delete old amount and input new contract amount.
10. Tab to 'EFFECTIVE DATE' field and enter new effective date.
11. Tab to 'EXPIRATION DATE' field and enter new expiration date
12. Tab to 'CONTRACT ID' and enter the new contract ID.
13. Press the F8-COPY key. System will generate a new BPO ID.
14. Press F10 system will prompt you to the require fields.
15. BPO screens to check and revise
    - From screen 2342 press F11-OTHER KEYS then F6- to view screen 2350 'BPO COMMODITY SUMMARY' screen
    - Pause back to screen 2342 and press F8-SEL TERMS to revise the BPO effective and expiration date.
    - Press F10 twice to save new revision.
    - Pause back to screen 2342 and press F7-DEPT SEC to access screen 2341 'BPO DEPARTMENT SECURITY' for department allocation. Delete old allocation amount and input new allocation amount and press F10 twice to save revision.
    - Link to screen 2349 'BLANKET PO SCHEDULE DETAIL ENTRY'. Check the the following fields on this screen.
        - UNIT COST ----------OVERRIDE (This field should be 'Y' if unit cost is not a pre-set amount)
        - PUR U/M ----------OVERRIDE: (This field should be 'Y')
        - MAXIMUM QTY(This field should be blank if a "1" is displayed remove/delete it, then press F10 twice)
    - Pause back to screen 2342 to Post your BPO document.
    - From screen 2342 press F2350

How to Add Time and Money to a BPO in ADPICS

Start in Screen 2323

1. check for available time and money in contract
2. hit F-6

Takes you to screen 2324

3. tab to BPO, place s next to BPO to select
4. hit F-2

Takes you to screen 2342

Go to screen 8010

5. delete change order number
6. hit F10
7. DOCUMENT IND: select BP
8. type description of change in block function
9. ACTION IND: replace N with P, hit F-10
10. pause back

Takes you to screen 2342

11. CONTRACT AMOUNT: type in new dollar amount
12. EXPIRATION DATE: type in new end date
13. hit F-10 twice
14. ACTION IND: replace N with P, hit F-10
15. hit F7

Takes you to screen 2341

16. allocate addition funds to department
17. hit F-10 twice

FAMIS

How to Look Up a Business Tax Receipt in FAMIS

1. Sign on to ADPICS
2. Instead of PH00, type OCLA
3. Press ENTER to go to next screen
4. Type 01 next to CODE field
5. Type the business' name next to Business Name field
6. Press ENTER to go to next screen
7. Select by typing an X left of the corresponding business name
8. Press ENTER to go to next screen
9. Check if information matches the company you are looking for
10. Press ENTER to go to next screen
11. Press F3 to find payment information
12. Print Screen

Checklist – Invitation to Bid (ITB)

ITB NO._____ **DATE ASSIGNED:**_____

TITLE: _____

CLIENT DEPARTMENT(s) CONTACT(s): _____

PREPARATION PHASE	**DATE**	**NOTES**
Project assigned to Contracting Officer by Procurement Manager		
Meet with Client Department(s) to discuss project; advise client(s) regarding market research (i.e., sourcing the market to attain list of prospective bidders and any new information regarding the items/services to be procured, and whether holding an Industry Day Event should be considered) ***(refer to I.O. 3-38)***		
Review draft specifications/scope and market research provided by Client Department(s)		
Post notice of Industry Day Event in Metro Calendar *(if applicable)*		
Hold Industry Day Event *(if applicable)*		
Consult with Client Department(s) to review specifications/ scope, market research, bid format and establishment of minimum qualification requirements for bidder (to include bid, performance and payment bond – if applicable); develop **projected** timeline in accordance with Resolution **No. R-718-17** (no later than 18 mons. prior to expiration of existing contract term/pool)		
Review specifications/scope with Procurement Manager and post in SPD's webpage - Future Solicitations (only scope)		
Finalize market research, obtain Client Departments' prospective vendor list, including incumbent(s), and source the Tax Collector's webpage at https://www.miamidade.county-taxes.com/public to increase prospective vendor notification and participation		
Email specifications/scope to Risk Management (include current insurance parameters, if beneficial)		
Review scope for Living Wages		
Send scope to SBD (prepare Input Document)		
Finalize ITB to include Risk Management and SBD stipulations, as well as all attachments, and review with Procurement Manager		
Submit to Client Department(s) for review and attainment of written approval via email from Client Department Director (or their designee) authorizing ITB's release		

REQUEST TO ADVERTISE	**DATE**	**NOTES**
Process requisition into ITB number in ADPICS and post		
Review entirety of solicitation with Procurement Manager to ensure consistency throughout *(i.e., unit of measure, estimated quantity, contract term, etc.)*		

Checklist – Invitation to Bid (ITB)

Schedule Pre-Bid Conference and Site Visit; schedule conference room/location (as applicable)		
Post notice of Pre-Bid Conference in Metro Calendar ***(refer to State Statute 286.0011 & Code Section 2-11.1(t))***		
Notify SBD of Pre-Bid Conference (if measures)		
Route PA Advertisement and BidSync to Procurement Manager		

SOLICITATION PHASE	**DATE**	**NOTES**
Issue ITB via PA and BidSync		
Obtain list of vendors notified via BidSync; confirm that incumbent(s) was notified (as applicable)		
Hold Pre-Bid Conference and Site Visit (as applicable)		
Post Pre-Bid Conference List of Attendees in BidSync		
Issue addenda as necessary, and after Pre-Bid Conference and Site Visit, to address questions and clarifications; include attachments (as applicable)		
Retrieve electronic bids from BidSync the next business day following bid due date; create a new folder titled with project number within **Clerk of Courts (COC) server:** \\ecsfs1\COC01\COCIMGCOB\BidResponses and upload BidSync Zip Files; Note: See updated Tutorial Guide for Uploading onto COC and verify that the entirety of each bid has been captured		

EVALUATION PHASE	**DATE**	**NOTES**
Prepare tally, to include preferences (as applicable)		
If SBE set-aside or goal was applied to solicitation, submit all bids to SBD for determination and confirmation of SBE status		
Review low bid for responsiveness of bid submission requirements; Note: Staff must **not** seek clarification nor request additional information/documentation directly from a bidder regarding a possible non-responsive issue		
Review any and all possible non-responsive issues or concerns with Procurement Manager for guidance		
Submit request for legal opinion to County Attorney's Office, as applicable ***(refer to I.O. 2-13)*** Note: Only the County Attorney's Office may deem a bid "non-responsive"		
Schedule and post notice of Competency Site Visit in Metro Calendar (as applicable) ***(refer to State Statue 286.0011 & Code Section 2-11.1(t))***		
Conduct Competency Site Visit		
Finalize tally and have it reviewed and attested (signed) by a peer		
Conduct compliance reviews through the Pre-Award Vendor Information System, and contact and verify bidder's past performance; run a DOJ, Dun & Bradstreet and/or Pacer report, (as applicable)		

Checklist – Invitation to Bid (ITB)

AWARD PHASE	DATE	NOTES
Prepare PA Award and route for approval inclusive of all award documentation and draft award recommendation memo in accordance with **R-515-19,** establishing deadline for approval of successor contracts 60 days prior to contract expiration **Note:** Award recommendation memo must reflect allocation based on estimated quantities identified in the solicitation document.		
Once Mayor (or designee) approves recommendation, file recommendation memo with letter, as applicable, with Clerk of Board (COB), if over $25K; email notification of recommendation memo with letter (if applicable) to all bidders; Upload copy into PA		
Expiration date of **3 business day** period for filing intent to protest award. Not applicable for awards of $25K or less; if protest filed, refer to **PROTEST PHASE**		
Date of Committee meeting (if applicable)		
Verify due diligence was completed within the past 4 months *(revise, if necessary)*		
Date of Board of County Commission meeting (if applicable)		
Expiration date of **10 calendar day** waiting period for mayoral veto (if applicable)		

PROTEST PHASE (IF APPLICABLE) ***(Pursuant to I.O. 3-21)***	**DATE**	**NOTES**
If protest is filed, COB will send notice to all parties along with protester's Intent to File Protest submission		
Send copy of protestor's bid to County Attorney to review for responsiveness		
Meet with County Attorney and Client Department to prepare for protest		
Attend Protest Hearing, as scheduled by COB		
Prepare supplement to award memo to address protest – and attach findings		

POST-AWARD PHASE	DATE	NOTES
Request insurance certification, bonds, etc. from awarded Contractor		
Approval of insurance, bonds from Risk Mgmt./Release of File to Vendor Outreach & Support Services		
Issue Purchase Order or Blanket Purchase Order in ADPICS		
Issue Award Sheet in e-Procurement and upload all award information to include Roadmap, if necessary		
Forward survey to Client Department(s)		
Organize files; move project to awarded status within BidSync		
Discuss contract monitoring with Client Department(s)		

Checklist – Request for Proposals/Qualifications (RFP/Q)

RFP/Q NO._____ **DATE ASSIGNED:** _____

TITLE: _____

CLIENT DEPARTMENT CONTACT: _____

PREPARATION PHASE	**DATE**	**NOTES**
Project assigned to Contracting Officer by Procurement Manager		
Meet with Client Department to discuss project; advise client regarding market research (i.e., sourcing the market to attain list of prospective proposers and any information regarding the items/services to be procured, and whether holding an Industry Day Event should be considered) ***(refer to I.O. 3-38)***		
Review draft scope and market research provided by Client Department		
Post notice of Industry Day Event in Metro Calendar *(if applicable)*		
Hold Industry Day Event *(if applicable)*		
Consult with Client Department to review scope, form of agreement (if project involves development, review Art in Public Places.docx) market research, evaluation criteria, proposal format and establishment of minimum qualification requirements for proposers (to include bid, performance and payment bond – if applicable); discuss competitive selection committee member recommendation; develop **projected** timeline in accordance with Resolution **No. R-718-17** (no later than 18 mons. prior to expiration of existing contract term/pool)		
Review scope with Procurement Manager and post in SPD's webpage - Future Solicitations (only scope)		
Finalize market research, obtain Client Department's prospective vendor list, including incumbent, and source the Tax Collector's webpage at https://www.miamidade.county-taxes.com/public to increase prospective vendor notification and participation		
Email scope to Risk Management (include current insurance parameters, if beneficial)		
Review scope for Living Wages		
Send scope to SBD (prepare Input Document)		
Prepare RFP/Q, review with Procurement Manager and submit to Client Department for review/approval		
Send RFP/Q to Legal		
Returned from Legal		
Finalize RFP/Q with Risk Management/SBD/Legal edits and all attachments		
Submit to Client Department for review and attainment of written approval via email from Client Department Director (or their designee) authorizing RFP/Q's release		

Checklist – Request for Proposals/Qualifications (RFP/Q)

REQUEST TO ADVERTISE	DATE	NOTES
Process requisition into ITB number in ADPICS and post		
Review entirety of solicitation with Procurement Manager to ensure consistency throughout *(i.e., unit of measure, estimated quantity, contract term, etc.)*		
Schedule Pre-proposal Conference and meeting room		
Post notice of Pre-proposal Conference in Metro Calendar ***(refer to State Statue 286.0011 & Code Section 2-11.1(t))***		
Notify SBD of Pre-proposal Conference (if measures)		
Route PA Advertisement and BidSync to Procurement Manager;		
Submit Client Department's recommendation and a copy of scope to SBD for consideration in appointment of Competitive Selection (CS) Committee ***(refer to I.O. 3-34)***		

SOLICITATION PHASE	DATE	NOTES
Issue RFP/Q via PA and BidSync		
Obtain list of vendors notified via BidSync; confirm that incumbent(s) was notified (as applicable)		
Hold Pre-proposal Conference		
Post Pre-proposal Conference List of Attendees in BidSync		
Issue addenda as necessary, and after Pre-proposal Conference; to address questions and clarifications; include attachments (as applicable)		
Receive CS Committee appointment memo approved by the County Mayor – and **share** the CS Committee appointment memo **immediately** with all appointees**, upon receipt**. Copy all individuals (including department directors) listed on the appointment memo, regardless of the date of the kick-off or evaluation meetings.		
Develop draft CS Committee package to include appointment memo, score sheets, scoring guidelines, and Neutrality Affidavit, etc.		
Retrieve electronic proposals from BidSync the next business day following proposal due date; create a new folder titled with project number within **Clerk of Courts (COC) server:** \\ecsfs1\COC01\COCIMGCOB\BidResponses and save as a ZIP File; Note: See updated Tutorial Guide for Uploading onto COC and verify that the entirety of each proposal has been captured		

EVALUATION PHASE	DATE	NOTES
Review proposals for responsiveness to include review of minimum qualifications requirements with Client Department Note: Staff must **not** seek clarification nor request additional information/documentation directly from a proposer regarding a possible non-responsive issue		

Checklist – Request for Proposals/Qualifications (RFP/Q)

If SBE set-aside, goal or selection factor was applied to solicitation, submit all proposals to SBD for determination and confirmation of SBE status			
Review any and all possible non-responsive issues or concerns with Procurement Manager for guidance			
Submit request for legal opinion to County Attorney's Office, as applicable ***(refer to I.O. 2-13)*** **Note:** Only the County Attorney's Office may deem a proposal "non-responsive"			
Distribute responsive proposals (electronically) to CS Committee utilizing BidSync Share			
Post notice of CS Committee Kick-Off Meeting in Metro Calendar ***(State Statue 286.0011 & Code Section 2-11.1(t))*** **Note:** In the event Kick-Off Meeting is cancelled, all proposers' contact person *(as identified in their submittal form)* must be notified via email of such cancellation. Clerk of the Board must be copied			
Hold Kick-Off Meeting			
Post notice of all subsequent CS Committee Meetings, site visits and oral presentations (if any) in Metro Calendar **Note:** In the event any CS Committee Meeting is cancelled, all proposers' contact person *(as identified in their submittal form)* must be notified via email of such cancellation. Clerk of the Board must be copied	1st meeting		
	2nd meeting		
	3rd meeting		
	4th meeting		
	5th meeting		
Hold Evaluation Meeting			
Notify proposers of orals presentation; provide proposers with questions			
Hold oral presentations, if applicable	1st oral meeting		
	2nd oral meeting		
	3rd oral meeting		
Finalize scores and determine recommendation			
Prepare CS Committee Chairperson's Report and have it reviewed and attested (signed) by a peer			
Conduct compliance reviews through the Pre-Award Vendor Information System, and contact and verify proposer's references and past performance; run a DOJ, Dun & Bradstreet and/or Pacer report, if applicable			

NEGOTIATION PHASE	**DATE**	**NOTES**
Submit Chairperson Report through approval path including evaluation results for the purpose of receiving approval to proceed with negotiations		
Once memo approved, send notification to recommended proposer(s) of negotiation date, and requested documents		
Schedule Negotiation Meeting with the recommended proposer(s) and team		
Receive and review Collusion Affidavit		

Checklist – Request for Proposals/Qualifications (RFP/Q)

Review proposal(s) to prepare for negotiations; review documents requested from recommended proposer(s); develop negotiation strategy			
Check vendor registration for recommended proposer(s)			
Conduct Negotiations Strategy Meeting with Client Department and team			
Hold Negotiation Meeting(s)	1st meeting		
	2nd meeting		
	3rd meeting		
Prepare contract, incorporate changes from addenda and negotiation outcome, review with Client Department			
Review of contract by Procurement Manager			
Submit final draft contract to County Attorney's Office, identifying any changes resulting from negotiations, etc., for approval as to form and legal sufficiency			
Send contract offered to recommended proposer(s) for signature			
Prepare savings report, evaluate negotiations and major points (i.e., changes in terms and conditions, value added services, etc.)			
Confirm funding source(s) with Client Department			

AWARD PHASE	**DATE**	**NOTES**
Prepare PA Award and route for approval inclusive of all award documentation and draft award recommendation memo in accordance with **R-515-19** establishing deadline for approval of successor contracts 60 days prior to contract expiration **Note:** Award recommendation must reflect allocation based on estimated quantities identified in the solicitation document		
Once Mayor (or designee) approves recommendation, file recommendation memo with letter, as applicable, with Clerk of Board (COB) if over $25K; email notification of recommendation memo with letter, if applicable, to all proposers; Upload copy into PA		
Expiration date of **3 business day** period for filing intent to protest award. Not applicable for award of $25K or less. If protest filed, refer to **PROTEST PHASE**		
Date of Committee meeting (if applicable)		
Verify due diligence was completed within the past 4 months *(revise, if necessary)*		
Date of Board of County Commission meeting (if applicable)		
Expiration date of **10 calendar day** waiting period for mayoral veto (if applicable)		
Send approved contracts to County Attorney who provided legal sufficiency for signature		

PROTEST PHASE (IF APPLICABLE) ***(Pursuant to I.O. 3-21)***	**DATE**	**NOTES**
If protest is filed, COB will send the notice to all parties and the protester's Intent to File Protest submission		

Send copy of protester's proposal to County Attorney to review for responsiveness review/confirmation		
Meet with County Attorney and Client Department to prepare for protest		
Attend Protest Hearing, as scheduled by Clerk of Board		
Prepare supplement to award memo to address protest – and attach findings		

POST-AWARD PHASE	**DATE**	**NOTES**
Request insurance certification, bonds, etc. from awarded Contractor		
Route contracts for ISD-SPD or Mayor execution		
Route contracts to Clerk of the Board for signature		
Approval of insurance from Risk Mgmt./Release of file from Vendor Outreach & Support Services		
Obtain executed contracts from Clerk of Board; send digital copy to Client Department		
Send executed hard copy contract to Contractor with cover letter		
Issue Blanket Purchase Order in ADPICS		
Issue Award Sheet in e-Procurement and upload all award information		
Forward survey to Client Department		
Organize files; move project to awarded status within BidSync		
Discuss contract monitoring with Client Department		