Procurement Guidance Document and Best Practices Manual

A comprehensive guide to Miami-Dade County's procurement policies, procedures and guidelines

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PREFACE

This manual is a guide to the County's procurement process. It is intended to serve as a living document that will be updated as the County and public procurement continue to evolve.

ORDER OF PRECEDENCE

This document is subject to all legal requirements contained in the applicable County Ordinances, Administrative and Implementing Orders, and Resolutions, 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. If 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 5-Miami-Dade County Procurement Manual for Federally Funded Purchases
3. Section 1-Purpose and Scope
4. Section 2-Integrity and Internal Controls
5. Section 3-Acquisition Planning and Methods
6. Section 4-Purchasing Goods and Services, Solicitation, Evaluation and Award
7. Section 6-Architectural and Engineering (A&E) and Design Build
8. Section 9-Glossary
9. Section 7-Vendor Guide

CHANGES

Only the Miami-Dade Board of County Commissioners (BCC) (Board) may make changes to the County's procurement policies and directives. Only the Strategic Procurement Department Director/Chief Procurement Officer may make changes to the guidelines that administer such policies and directives. Changes in Federal Regulations, State and local laws, and other governing regulations and best practices may dictate changes to this Manual.

Every effort has been made to offer the most current, correct, and clear information possible. However, unintended errors may have occurred. Proposed changes and corrections should be sent to the Miami-Dade Strategic Procurement Department (SPD) Director/Chief Procurement Officer for consideration.

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Subject: Proposed Changes to SPD Manual

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SECTION 1: PURPOSE AND SCOPE

This section addresses the basic elements that govern or affect County procurement.

1.1 Intent

It is the intent of the Manual to support procurement staff, County departments, governmental entities, and vendors in:

- being fully aware of, and in compliance with, procurement policies, directives, and guidelines, and,
- effectively participating in the County's procurement process.

1.2 Purpose-Driven Procurement (PDP)

The County prioritizes an economy that works for all, environmental resiliency and sustainability, local and small business participation, safe and equitable worker conditions, living wages, equal treatment of participants, worker retention, and labor peace in its procurements. PDP focuses on engaging businesses and residents in new ways, improving working conditions, prioritizing environmental considerations, and ensuring ethical behavior throughout the County's supply chain. County Administrative Order 3-67-Operating Procedures for Purpose-Driven Procurement sets forth processes and protocols for County departments to effectuate the PDP process.

1.3 Procurement Responsibility and Authority

Sections 1.01 and 5.01 of the Home Rule Charter of Miami-Dade County, Miami-Dade County Code of Ordinances (Code), Chapter 2, Section 2.8-1, and County Implementing Order 3-38 (Master Procurement Implementing Order), as amended, provide the fundamentals for the County's procurement of goods and services under full and open competition, unless the purchase meets specific criteria and is determined that competition is not in the best interest of the County. § 287.055, Fla. Stat., known as the Consultants' Competitive Negotiation Act (CCNA), governs the acquisition of architecture, professional engineering, landscape architecture, or registered surveying and mapping and sets forth the procedures for the procurement of these services. Section 2-10.4 of the Code (Acquisition of Professional Architectural, Engineering, Landscape Architectural or Land Surveying and Mapping Services) complements the Florida Statute with the County's policies. In addition, County Implementing Order 3-39 (Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting) sets forth the County's guidelines for the acquisition of these services.

1.4 Procurement Regulations Background

The County's procurement policies and directives, as dictated by legislation, establish the framework for its procurement procedures. Procurement guidelines to administer such policies and directives are developed and implemented by the SPD Director/Chief Procurement Officer.

1.5 References to Federal Regulations, State Statutes, and Miami-Dade County Code of Ordinances

References to all Federal regulations, State Statutes, the Miami-Dade County Code of Ordinances (Code), and other guidance documents, 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.

1.6 Government in the Sunshine Manual

The Florida Office of the Attorney General publishes the Government in the Sunshine Manual, a reference for compliance with Florida's public record and open meetings laws (§ 286.011, Fla. Stat.). The Manual, which is published annually, assists the public and governmental entities in understanding the requirements and exemptions to the State's open government laws.

1.7 Miami-Dade Board of County Commissioners (Board) (BCC)

The Board, consisting of thirteen members elected by District, is the County's governing body and has broad, regional powers to establish County policies. It is responsible for approving procurement policies and 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.

1.8 Miami-Dade County Mayor (Mayor)

The Mayor, an official elected by County citizens, 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 SPD Director/Chief Procurement Officer to initiate, award, renew and modify procurements; and further authorizing the delegation of noncompetitive recommendation actions (within a specific dollar value) to the SPD Director/Chief Procurement Officer.

1.9 Strategic Procurement Department (SPD)

SPD is the central agency for the timely acquisition of goods and services, architectural and engineering services, Design-Build Projects, and managing unsolicited proposals and public-private partnerships (P3s) for the County. SPD's staff consists of procurement professionals that ensure that the best value is acquired from responsible vendors in accordance with the County's procurement policies, directives, and guidelines.

1.9.1 SPD Director/Chief Procurement Officer

The SPD Director/Chief Procurement Officer is responsible for: authorizing the initiation, solicitation, evaluation, negotiation, award, renewal, and modification of Solicitations consistent with the Mayor's approved delegated authority; developing and issuing procurement guidelines and procedures to implement Board procurement policies; establishing a system to select, recommend, appoint, and delegate authority; and bringing the greatest value to the County through

fairness, integrity, competition and community inclusion.

1.9.2 **Vision**

To be the leader of purpose-driven procurement

1.9.3 **Mission**

To deliver value and integrate purpose in all sourcing decisions by assuring our processes are fair to suppliers, sustainable for our environment, and beneficial to our economy. We pride ourselves in collaborating with our customers and engaging our community with integrity, fairness, innovation, competition, efficiency, and transparency.

1.9.4 **Guiding Principles**

The department's Guiding Principles are aligned with the word PURPOSE:

- ✓ Professional service to departments, businesses, and constituents
- ✓ Unparalleled model for accountable and transparent governance
- ✓ Resilient and adaptive to the evolving needs of our environment
- ✓ Promote ethical standards in our business practices
- ✓ Operational efficiencies through the use of innovative technology and processes
- ✓ Strategic development of talent through training and recognition
- ✓ Engagement and inclusion of all stakeholders to promote competition.
- ✓

1.9.5 **Objectives**

- ✓ Fair: To promote fair treatment of all suppliers and conduct the procurement processes in an impartial, consistent, reliable, and ethical manner.
- ✓ Environment: To ensure a well-managed natural environment that is resilient to climate stressors through the purchase of environmentally preferred products and services
- ✓ Engagement: To encourage inclusion of all stakeholders in the County's procurement process thereby promoting a wide range of perspectives, and accountable and transparent governance
- ✓ Economy: To encourage small and local businesses to participate in the County's contracting opportunities, increase and improve product and service offerings, and raise business standards.

1.9.6 **SPD Organization.** SPD carries out its responsibilities through eight core segments:

1.9.7 **SPD Website**

The department's website contains an abundance of useful information for internal and external customers. Training and contracting opportunities, doing business with the County, future Solicitations, active County contracts and Pools, news and announcements, contact information, and useful weblinks are just some of the elements featured in the site.

1.10 Chief Procurement Officer (CPO)

The CPO serves as a full participatory member of the SPD Executive Leadership Team and is responsible for fostering full and open competition and appointing and managing

qualified procurement professionals that will carry out SPD's mission. Currently, the SPD Director is also the County's Chief Procurement Officer.

1.11 County Attorney's Office (CAO)

The CAO is responsible for ensuring legal review at the appropriate steps of the procurement process, including approving the final draft of Solicitations, as requested by the SPD Director/Chief Procurement Officer or his/her designated representatives. The CAO, in accordance with established policies and procedures, makes responsiveness decisions within the evaluation of offers, approves agreements as to legal sufficiency, provides legal counsel and opinions regarding any County procurement action, and assigns a cognizant attorney for each applicable procurement action. The SPD Director/Chief Procurement Officer ensures that procurement professionals seek the involvement of the CAO at appropriate junctures.

1.12 Miami-Dade County Commission on Ethics and Public Trust (COE)

The COE is an independent body with advisory and quasi-judicial powers. It is dedicated to bolstering public trust in the administration of government by informing the public and private sectors about the laws and seeking strict compliance with them. It is empowered to subpoena, audit and investigate all facts and persons materially related to a complaint at issue. The COE has jurisdiction over the Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code), including the County's gift policy, financial disclosure requirements and the Cone of Silence. Other responsibilities include public education, training and community outreach; issuing advice to local government officials and employees through legal opinions; and enforcing the other rules and ordinances under its jurisdiction.

1.13 Miami-Dade County Office of the Inspector General (OIG)

The OIG is an autonomous and independent body that serves as a watchdog over County practices. The OIG performs investigations, audits, reviews and oversight of County contracts, projects and programs for abuse, waste and mismanagement; ensures procurements are carried out in a fair and transparent manner; and reports alleged violations to the appropriate authorities. Through three distinct yet overlapping functions – audits, investigations and legal/contract oversight – the OIG investigates fraud, waste and abuse, rendering findings based on facts and evidence.

1.14 Competitive Process

SPD is tasked with preparing contracts on behalf of most County departments. In this capacity, SPD conducts procurements using full and open competition consistent with established Federal, State and County standards. SPD endeavors to provide the County with goods and services in the most cost-effective manner. Procurement professionals are trained to conduct effective market research to determine the appropriate acquisition method, enhance competition and provide contracting opportunities for small and disadvantaged business entities. SPD scrutinizes requests for noncompetitive actions and challenges the requirements, Specifications, and Scope of Services of each request for acquisition of goods and services to ensure no artificial barriers limit competition.

1.15 Local Competition Advocate

In accordance with County Implementing Order 3-38-Master Procurement Implementing Order, SPD's staff includes a Local Competition Advocate to ensure that the County's procurement practices do not exclude or disadvantage local Firms in the procurement process. The Local Competition Advocate reviews Solicitations to ensure that the manner and method by which the County is purchasing goods or services do not create barriers to local competition. The review includes considering dividing procurements to increase participation, and confirming the minimum qualifications, the evaluation criteria, and the method of award.

1.16 Federally Funded Acquisitions

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Code of Federal Regulations (CFR) Chapter II, Part 200 (2 CFR Part 200) prohibits Solicitations that contain features that unduly restrict competition. In conducting federally funded procurements, SPD uses procedures and methods conducive to full and open competition, includes the required Federal forms and language in Solicitations, and reviews grants to ensure compliance with specific requirements.

1.17 Restrictions for Not Using Full and Open Competition in Procurement

Under certain defined circumstances, it may be necessary to use a method other than full and open competition to accomplish a necessary purchase. County procurement staff and Client Departments strictly comply with all legislation, guidelines, and restrictions regarding procurements conducted not using full and open competition, or when limiting or excluding sources of supply.

1.18 Prohibition of Provisions within Solicitations that Unduly Restrict Competition

SPD will not include any feature that unduly restricts competition in a Solicitation. Elements considered to be restrictive of competition include:

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

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

1.18.3 **Improper Vendor Qualification Criteria.** Using unclear vendor qualification criteria, or criteria that conflict with the contract requirements or the standards in the County's Procurement policies.

1.18.4 **Excessive Bonding.** Requiring bonding that exceeds industry standards, or the requirements prescribed in Federal, State or County law.

1.18.5 **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.

1.18.6 **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.

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

1.18.8 **Excessively Detailed Specifications or Qualifications.** Developing overly detailed Specifications, qualifications, or evaluation criteria that limit competition or favor a particular vendor.

1.19 Use of Manual

The SPD Director/Chief Procurement Officer creates and maintains this manual as a guidance document to be used by County procurement personnel, Client Departments and external customers to ensure that procurement policies, procedures and processes are understood and followed, that all relevant factors are considered in a procurement, and that all components of the procurement files are assembled and maintained in accordance with applicable Federal, State, and County legislation.

1.20 Procurement Training

The SPD Director/Chief Procurement Officer prepares and implements a training plan to ensure that County procurement personnel, Client Department liaisons and project managers understand and adhere to applicable procurement policies and procedures; and are fully trained to perform their duties regarding County procurement.

1.21 Values of County Procurement

1.21.1 **Accountability.** Acknowledging responsibility to colleagues, Client Departments, vendors and residents for actions and work products is essential to protecting the public interest. County procurement professionals:

- ✓ apply sound business judgment,
- ✓ are knowledgeable of, and abide by, all applicable laws and regulations,
- ✓ are responsible stewards of County funds,
- ✓ maximize competition to the greatest extent practicable,
- ✓ promote effective, economic, and efficient acquisition, and
- ✓ use procurement strategies to optimize value to the County.

1.21.2 **Ethics.** Acting in an ethical manner is essential to preserving trust. County procurement professionals:

- ✓ act and conduct business with honesty and integrity, avoiding even the appearance of impropriety,

- ✓ maintain consistency in all processes and actions, and abide by **Section 2-11.1 of the Code.**

1.21.3 **Impartiality.** Unbiased decision making and actions are essential to fairness. County procurement professionals:

- ✓ are open, fair, impartial, and non-discriminatory in all procurements, and
- ✓ treat vendors equitably, and without imposing unnecessary constraints.

1.21.4 **Professionalism.** Maintaining high standards of job performance is fundamental to successful procurement activities. County procurement professionals:

- ✓ continually contribute value to the organization,
- ✓ continually develop as professionals through education, mentorship, innovation, and establishing and maintaining partnerships, and
- ✓ develop, support, and promote the highest professional standards in all procurements.

1.21.5 **Service.** Always seeking to assist clients is an integral duty. County procurement professionals:

- ✓ are a resource and partner to clients,
- ✓ develop and maintain relationships with clients, and
- ✓ maintain a customer service focus while meeting the needs of the County.

1.21.6 **Transparency.** Maintaining policies and procedures that are accessible and understandable, while demonstrating the responsible use of public funds, is essential to compliance. County procurement professionals:

- ✓ maintain current and complete procurement policies, procedures and records, and
- ✓ provide timely access to procurement policies, procedures, and records.

SECTION 2: INTEGRITY AND INTERNAL CONTROLS

The ethical policies and principles that guide the County's procurement operations and the framework used to support integrity and mitigate risks.

2.1 Code of Ethics and Standards of Conduct

Section 2-11.1 of the Code establishes the County's Standards of Conduct and defines its policies 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 Code. Any violation of these standards may result in a disciplinary action, including dismissal from County service.

- SPD has formally adopted the National Institute of Governmental Purchasing (NIGP) Code of Ethics as its official ethics policy to guide and govern all County employees engaged in the procurement of goods and services.
- **No-Gift Policy**. Notwithstanding any exceptions to gifts and compensation listed in legislation, SPD maintains a strict "**no-gift policy**". As such, SPD employees shall not solicit, accept, or demand any form of personal compensation or gift from any contractor, contractor's staff, vendor, or entity, of any value, at any time, in the performance of their official duties.
- **Financial Disclosure Form.** All procurement personnel must complete and submit the Form 1 Statement of Financial Interests on an annual basis to satisfy financial disclosure obligations in accordance with § 112.3145, Fla. Stat.
- SPD procurement professionals believe in the dignity and worth of the service rendered, and the societal responsibilities assumed as a trusted public servant.
- SPD procurement professionals keep the governmental organization informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts.
- SPD procurement professionals handle each administrative problem objectively and empathetically, without discrimination.

2.2 Selection of Procurement Contracting Officers

When selecting an individual to serve as a Procurement Contracting Officer, SPD considers the following:

- the complexity and dollar value of the procurements to be assigned,
- the candidate's general experience, training, education, and business acumen,
- the candidate's experience in public contracting and administration, commercial purchasing, or related fields,

- the candidate's education or special training in business administration, law, accounting, engineering, or related fields,
- the candidate's knowledge of applicable procurement laws, rules, and procedures, including the provisions of applicable Federal laws and regulations,
- the candidate's specialized knowledge in particular contracting areas, such as information systems and technology, rail and bus equipment, and other specialties,
- the candidate's ability to think critically, understand disciplines, and solve problems in dynamic situations,
- the candidate's writing skills,
- the candidate's references, and
- the candidate's satisfactory completion of procurement training courses pursuant to the level of authority and professional certification required.

2.3 Accountability Standards of Procurement Contracting Officers

Procurement Contracting Officers have wide latitude to exercise business judgment, and therefore great responsibilities. The following criteria will be included in the evaluation of SPD Procurement Contracting Officers to assure accountability for proper performance of their duties:

- applies relevant rationale for the method of procurement,
- conducts, analyzes and documents thorough market research,
- uses full and open competition, except where a valid exception applies,
- creates complete Solicitations with appropriate language and evaluation criteria,
- avoids unduly restrictive descriptions of products or services,
- assures that independent cost estimates have been performed,
- assures the absence of an organizational conflict of interest,
- works effectively with the Client Departments and the County Attorney's Office,
- performs appropriate cost/price analyses for contract awards and modifications,
- submits award recommendations only for responsive and responsible contractors,
- knows, applies, and abides by legislation, guidelines, procedures, and directives,
- fully documents the procurement file, and
- avoids out-of-scope modifications.

2.4 Training and Development

SPD provides training and support resources to promote the success of procurement professionals, Competitive Selection Committee members, and vendors.

2.4.1 **Procurement Academy**. SPD is committed to a structured education and

training program to ensure that County procurement professionals are competent, trained and qualified, and equipped with the knowledge and skills necessary to implement the Counties policies and sound procurement practices, ensure ethical behaviors, enhance efficiencies, and develop capabilities in support of the County's procurement activities. This training program is designed to achieve these goals, provide a thorough understanding of how the procurement processes work and enhance skill development.

2.4.2 **Vendor Academy**. SPD is committed to providing procurement related information to vendors to promote the objectives of fairness, environmental sustainability, economic development and engagement of all stakeholders to foster accountable and transparent governance. As providers of goods and services, vendors are key stakeholders in the success of the County's procurement process. This training program is designed to ensure that vendors understand the County's procurement processes and INFORMS and are aware of the County's procurement opportunities.

2.5 Collaborative Procurement Management

By and through this Manual, SPD enables a system of Collaborative Procurement Management to be used by all County personnel that participate in the procurement process while working in a coordinated manner, each taking ownership of and being accountable for the success of the procurement process and of individual procurements, to:

- facilitate efficient operations and avoid having procurement processes pose an impediment to getting the job done, and,
- ensure that all procurements conducted by the County comply with applicable laws, directives, and procedures.

In no instance shall County personnel fail to comply with applicable policies, directives, and procedures. It is essential that all County personnel cooperate fully in procurement planning and in the realization of individual procurements to provide full compliance while maintaining efficient operations. Client Department personnel, SPD and the CAO shall maintain the checks and balances that underlie their respective roles which are essential to the effective performance of a procurement system.

SECTION 3: ACQUISITION PLANNING AND METHODS

The strategic process of identifying needs and developing detailed plans to complete purchases, including choosing acquisition methods.

3.1 Advanced Acquisition Planning

As prescribed in County Implementing Order 3-38 Master Procurement Implementing Order, a fundamental purpose of SPD is to maintain formal plans regarding procurements in advance of issuing Solicitations to ensure deliberate and coordinated decision-making when moving forward with a purchase and its related activities.

SPD will strategize procurements, evaluate alternatives, analyze current market conditions, develop educated forecasts, and consolidate or separate needs to avoid unnecessary Solicitations and to establish the best purchasing approach and deliver the most economical purchase.

SPD will meet with its Client Departments to discuss and develop plans for accomplishing purchases that will meet operational requirements in the future. Advanced procurement plans can begin using budget information, historical data, and knowledge of County-wide plans and projects. Procurement planning is the best opportunity to identify potential consolidation of procurements as several Client Departments may require the same materials or services.

Re-procurement activities will begin at least twenty-four months prior to the expiration of an existing contract, in accordance with County Resolution R-658-23. Re-procurement activities for Pools of Prequalified Vendors must begin at least eighteen months in advance, in accordance with County Resolutions R-718-17 and R-627-19. SPD will initiate re-procurement activities and will work with Client Departments to develop and publish Solicitations within the required time frames.

Planning more than twenty-four months in advance is advisable for projects of great significance or complexity, such as transit systems, land development agreements, the acquisition of technology systems, and procurements that will represent a long-term commitment for the County. For such projects, SPD personnel should attend regular project meetings leading up to the procurement to develop a procurement plan. These plans will address a variety of issues, for example:

- 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,
- relationship of the contract to be awarded to other contracts where interdependency exists, thereby creating potential logistics issues that

need to be coordinated, and

- whether a joint procurement with other agencies has been or should be considered to improve pricing and administrative efficiencies.

The estimated value of the purchase, the procurement method that may be used, and the level of award approval authority that has been delegated to the Mayor or the SPD Director/Chief Procurement Officer should also be considered when planning an acquisition, as these factors will influence the purchase's lead time.

Procurement Action	Award Approval Authority			
	Delegated to Client Department	**Delegated to SPD Director / CPO**	**Delegated to Mayor**	**BCC**
Accessing Contracts		>$.01-$500,000	>$500,000-$5million	>$5million
Small Purchase Order (SPO)	$.01-$25,000			
Invitation to Bid (ITB)		>$25,000-$500,000	>$500,000-$5million	>$5million
Request to Qualify (RTQ)		>$25,000-$500,000	>$500,000-$5million	>$5million
Request for Proposals (RFP)		>$25,000-$500,000	>$500,000-$5million	>$5million
Request for Qualifications (RFQ)		>$25,000-$500,000	>$500,000-$5million	>$5million
Spot Market Competition	$.01-Department's Total Allocation			Ratification required for >$5million
Bid Waiver	$.01-$25,000	>$25,000-$250,000		>$250,000
Sole Source	$.01-$25,000	>$25,000-$250,000		>$250,000
Legacy	$.01-$25,000	>$25,000-$250,000		>$250,000
Emergency	Declaration of Emergency, regardless of dollar value			Ratification required for >$250,000

3.2 Disaster Preparedness

The Hurricane and Disaster Preparedness Manual, available electronically to all County employees involved in the procurement process, provides guidelines for SPD staff and Client Departments regarding preparation and recovery from emergencies and disaster situations. As the County's central agency for the procurement of goods and services, SPD plays a critical role in the County's emergency preparedness and recovery efforts. As such, SPD staff and procurement liaisons are familiar with, and adhere to emergency preparedness and response procedures to safeguard County personnel, facilities, and properties, as well as mitigate losses and ensure safe and efficient recovery efforts. Client Departments shall adequately plan and prepare for natural disasters, with efforts focused on meeting the needs of the public. The Hurricane and Disaster Preparedness Manual provides guidance on when to interact with other agencies, including the Federal Government.

3.3 Market Research

Market surveying will always be conducted by Client Departments, SPD staff, or both, in anticipation of a County procurement, re-procurement, renewal option, or contract modification. The research must begin with the intent of satisfying a legitimate County requirement or need and must never be exclusionary, restrictive, or favor any one vendor. Client Departments may consult the Procurement Contracting Officer facilitating the procurement process to discuss the option of holding an industry day or issuing a Request for Information (RFI) to supplement market research. Generally, a minimum of three sources must be sought prior to beginning the acquisition process. The extent of market research varies according to several factors, including urgency, the estimated dollar value, complexity, and the amount of information already available. Failure to conduct thorough market research may result in unsuitable Solicitations or requests for noncompetitive procurements that cannot be adequately justified.

Market Research:

- refers to the collection and analysis of information about the capabilities within the market to satisfy 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, and pricing,
- contains information about how other entities meet the same or similar requirements,
- must form part of the procurement file and,
- serves as the foundation for the development of clear Specifications, an effective Solicitation, and a successful contract that includes terms and conditions consistent with sound business practices and the County's procurement policies.

3.3.1 Research Data Sources

Many sources of information are available to researchers, such as SPD's database of registered vendors. By cross-referencing the commodity codes chosen by County Registered Vendors, researchers may find Firms that are willing and able to meet a procurement's requirements. Researchers may also contact subject matter experts within the County workforce, as well as review how other governmental agencies and private enterprises are procuring goods and services. Some research data sources are:

- ✓ Miami-Dade County's Vendor Database
- ✓ INFORMS
- ✓ Miami-Dade County's Businesses Management Workforce System

(https://mdcsbd.gob2g.com/)

- ✓ NIGP: The Institute for Public Procurement Website (www.NIGP.org)
- ✓ State of Florida Contracts and Agreements (https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements)
- ✓ Florida Vendor Information Portal (https://vendor.myfloridamarketplace.com/)
- ✓ The Florida Sheriffs Association Cooperative Purchasing Program (https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program)
- ✓ GovWin: Government Contracting Solutions (https://iq.govwin.com/neo/home)
- ✓ Beacon: Publish and share Solicitations (https://www.beaconbid.com/)
- ✓ Sourcewell (https://www.sourcewell-mn.gov/)
- ✓ Pavilion: Free Cooperative Contract Search for Governments (https://www.withpavilion.com/)
- ✓ NASPO: Value Point Cooperative Contracts (https://www.naspovaluepoint.org/cooperative-contracts/)
- ✓ DemandStar (https://network.demandstar.com/
- ✓ OMNIA Partners (https://www.omniapartners.com/)
- ✓ The U.S. Department of Labor Surplus Area Firms Directory (https://www.dol.gov/agencies/eta/lsa)
- ✓ The U.S. Small Business Administration (https://www.sba.gov/district/south-florida)
- ✓ U.S. Minority Business Development Agency - MBDA (https://www.mbda.gov/)
- ✓ GSA eBuy (https://www.ebuy.gsa.gov/ebuy/)
- ✓ Counties and Cities Procurement Platforms (e.g., https://www.miami.gov/Business-Licenses/Doing-Business-with-the-City/Access-Current-City-Procurement-Contracts, https://apps.miamibeachfl.gov/ContractAwards/, https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/contract-documents-and-awards, and https://www.maricopa.gov/3916/County-Contracts)
- ✓ The Miami-Dade Beacon Council (https://www.beaconcouncil.com/)
- ✓ The Miami-Dade Chamber of Commerce (https://m-dcc.org/)
- ✓ Miami-Dade County's Local Business Tax Receipt (https://miamidade.county-taxes.com/public/search/business_tax)
- ✓ Internet Search Engines (e.g., Google and Bing)
- ✓ Marketplace City (https://marketplace.city/)
- ✓ Industry Publications and Trade Journals
- ✓ Marketing Organizations
- ✓ Professional Associations (e.g., American Veterinary Medical

Association (AVMA) and Steel Manufacturers Association)

3.3.2 **Comparable Contracts**

Reviewing contracts issued by other entities for the same or similar goods or services can:

- ✓ lead to accessing another entity's contract when proven a good alternative,
- ✓ provide the basis for price comparisons,
- ✓ provide insight into alternative methods of award or pricing strategies,
- ✓ lead to procuring innovative products or services,
- ✓ identify areas for improvement in the County Solicitation,
- ✓ identify additional sources of supply,
- ✓ establish the basis for a cooperative contract.

3.4 Specifications and Scope

In simple terms, the Specifications or Scope of Services will define what the County needs to purchase and, consequently, what a supplier will need to provide. While the terms "Specifications" and "Scope" may be used interchangeably, generally "Specifications" is used to describe goods, while Scope, Scope of Work or Scope of Services, is used to describe services.

3.4.1 **Purpose**

Specifications and Scopes are developed to promote the broadest possible competition among suppliers while ensuring the accurate performance of the required goods and services. Specifications can be simple or complex but should always be coherent, accurate, logical, without repetition or unnecessary detail, expressed in unambiguous language, and in terms that will be readily understood by participants in the relevant supply market. The Specifications or Scope should coincide with County policies, standards and regulations and should:

- ✓ provide a clear definition of requirements,
- ✓ indicate the expected level quality,
- ✓ support any drawings or other appropriate attachments,
- ✓ describe expectations regarding performance and minimum operating standards,
- ✓ contain enough information to make it easy for suppliers to submit a price quickly and accurately,
- ✓ state the criteria for the acceptance of goods and/or services by examination, trial, test or documentation and
- ✓ reduce the need for questions and clarifications, thereby saving time and costs.

3.4.2 **Developing Specifications**

Developing Specifications is an evolutionary process. Specifications will be

read and interpreted by multiple people of various skill levels and backgrounds and therefore must be written in a manner that minimizes multiple interpretations and gives all parties a clear understanding of what is to be delivered.

3.4.2.1 **Plan and analyze.** Planning and analysis will lay the foundation for thorough and accurate specifications . The accuracy and details of the requirements are likely to improve as information is gathered and assimilated but planning and analysis will provide the framework for the requirements and may identify alternative or comparable solutions.

- Name the product or service in its simplest terms and list its essential characteristics.
- Break down objectives and organize the requirements into component parts with a clear and logical flow.
- Determine the delivery schedule.
- Verify the funding sources as available funds may determine certain aspects of the Specifications or Scope of Services.
- Select the Specification type.
- Perform a value analysis, a systematic assessment of the functions of the required goods or services, to explore possible solutions that may satisfy the required need at the lowest possible cost without impacting functional need and suitability.

  Example:
  If a basic copier is needed, the value analysis process will eliminate unnecessary features like duplexing, stapling, collating and color copying, that would have increased the price of the copier.

3.4.2.2 **Gather information.** As detailed in 3.3. Market Research, surveying the market will provide information regarding existing products or services, qualified sources, industry trends, and pricing. This information may refine the Specifications in accordance with current policies, standards and trends. Communication between procurement professionals, project managers, and subject matter experts will also serve to refine requirements. If external consultants must be engaged to develop or finalize Specifications, these consultants must be excluded from tendering an offer for the corresponding Solicitation. If the resulting contract will be replacing an existing one, it is important to note any administrative or performance issues and refine requirements to mitigate potential problems.

3.4.2.3 **Draft the Specifications or Scope**. Upon completing the research, the Specifications or Scope draft should adeptly describe, and practicably state, in terms of performance or function, design or technical characteristics, the goods and/or services needed. Minimum requirements must be clearly understood and defined. The Specifications or Scope will include a clear and accurate description of the technical requirements for the material, product, or service to be procured. The Specifications or Scope will establish the foundation of the procurement process and are a critical element in every phase of the procurement cycle. The Specifications or Scope should define all compliance obligations and provide a clear and continuous methodology to determine when all requirements have been met. As such, they should include 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 or Scope serve as:

- the basis for the evaluation criteria in a competitive procurement, or the negotiations in a noncompetitive procurement; and,
- the baseline by which progress, and subsequent contract modifications are compared to during contract performance and dispute resolution, if necessary.

When drafting all Specifications or Scope, the County will adhere to the provisions established in Paragraph 1.18.- Prohibition of Provisions Within Solicitations that Unduly Restrict Competition.

3.4.2.4 **Vetting the Specifications and Obtaining Approval.** After drafting the Specifications or Scope, it is necessary to have them vetted and approved. This process is required to allow for possible improvements by considering their:

- readability – are they easy to read?
- simplicity – are the requirements expressed in the simplest possible terms?
- clarity – is their meaning clear and concise?
- logic – do they have a logical structure?
- consistency – are they consistent with Specifications for similar goods or services?

3.4.2.5 **Possible Issues Resulting from Flawed Specifications.** Flawed Specifications may result in:

- less competition
- breaching County policies,
- failure to meet needs and expectations,
- wasted time and funds,
- unsuitable offers,
- misinterpretation of requirements,
- difficulties in the evaluation of offers,
- delivery of incorrect goods or services,
- damage to relationships with suppliers and Client Departments,
- difficult contract management,
- bid protests,
- inability to award a contract,
- inability to resolve disputes.

3.4.3 **Types of Specifications.** There are several types of Specifications, and many formats may be used to express them. Using a particular type depends on the goods and/or services to be purchased, the information available, and the needs of the user. Some commonly used Specification types are:

3.4.3.1 **Design/Technical Specifications.** Design Specifications establish the characteristics of a product or service and detail how it should be produced. To be effective, design Specifications must include provisions for tolerance and the ability to provide alternates or variations derived from established acceptable standards. Design Specifications may be used to describe any product or service and are typically used for construction projects where they may include detailed engineering plans or drawings, blueprints, detailed descriptions of building and construction materials, installation instructions, and testing processes. Technical Specifications are a subset of Design Specifications, which may be used when precise shapes, dimensions, close tolerances, and a high degree of manufacturing precision are required. Technical Specifications detail the technical and physical characteristics of a product, such as physical aspects (color, dimensions, size, weight, surface finish, carrying capacity), design details, material properties, processes, energy, maintenance, and operational requirements. Technical Specifications state in prescriptive and descriptive terms what the offeror will provide.

Example:

Basic Ergonomic Office Chair	
Color	*Black body, base and arms*
Base	*Five-point base, measuring from 23 to 26 inches across with removable and replaceable hard casters designed for carpet flooring.*
Seat Pan	*Adjustment for forward and backward tilt angle independent of lumbar support adjustment, must adjust forward at least 2 inches and measure at least 16 inches deep and 19 to 22 inches wide. Forward leading edge must cascade to a rounded edge that has a downward sloping angle and have a concave contour for even weight distribution.*
Backrest	*Contoured to provide lumbar support. Adjustable for height and for angles ranging from behind the vertical to forward of the vertical position. Back support must have a vertical height adjustment span of at least 3-½ inches. Height adjustment may be achieved with one or more adjustment mechanisms.*
Armrest	*Arm supports must be adjustable for height. Height adjustment must be at least 2-½ inches, as measured from the lowest position of the armrest to the full-extended position of the armrest.*
Height	*Height must be able to adjust from 16 to 17 inches to 21 to 22 inches as measured from the floor to the top edge of the seat pan. Backrest must be between 16 to 22 inches in height as measured from the bottom of the backrest to the top of the backrest.*
Weight Capacity	*300 pounds*
Features	*Entire upper chair assembly must be able to rotate 360-egrees. All adjustment mechanisms must be readily operable and within easy reach of the chair user. Adjustments must be accomplished without the use of tools.*
Certification	*Must meet or exceed ANSI/BIFMA Standards.*

Design/Technical Specifications provide increased certainty about the product being solicited and allow for the objective evaluation of offers but their prescriptive nature may limit competition and if the defined product or service fails to satisfy its intended purpose, the risk and responsibility reside with the County.

3.4.3.2 **Performance Specifications**. Describe the goods or services in terms of a desired outcome or how the product or service is expected to perform in terms of suitability or performance.

Performance Specifications are sometimes referred to as Functional Specifications as they describe the function or functions that the goods or services must perform to achieve the desired result. Unlike Technical Specifications, Performance Specifications do not describe the method of achieving the desired results. For example, there may be specified temperatures a product needs to operate under, but a Performance Specification will not specify how this goal will be achieved. Output tests, performance measurement criteria and methodology need to be developed and applied to ensure compliance with the Specifications. Performance Specifications enable offerors to provide creative solutions to defined problems. When Performance Specifications are used in a Solicitation, the responsibility and risk to meet stated requirements resides with the offeror.

Examples:

- *The vendor shall develop a system to transport goods and services from Miami to Orlando.*
- *The vendor shall deliver an organic mushroom soup with a mild earthy mushroom flavor that is not overpowered by spices or other flavors.*

3.4.3.3 **Brand Name "or Equal" Specifications**. A brand name is an arbitrary name or label given by a manufacturer, or authorized distributor, to a product or service to distinguish said product or service. Brand Name Specifications cite specific products or services and therefore limit competition. Specifications should **not** be written to specify a particular product, brand name, or a particular feature of a single product that limits or precludes competition or consideration of alternate supplies or similar products, unless a specific feature or product is essential to the County's operations and alternate products would not meet minimum requirements. Brand name only requirements require detailed valid justifications. Where feasible, all acceptable brand name products should be referenced in a Solicitation. Where brand name or equal is used, the item's description must include all essential salient physical and functional characteristics that must be met by an alternate product. Offerors may offer alternative products if those products meet the prescribed requirements in the same manner as a referenced brand-named product.

Brand Name "or Equal" Specifications should:

- cite the specific brand name of the manufacturer to establish the standards of quality and required performance,
- list the salient characteristics that an "equal" product must meet,
- consider any exception when compatibility with an existing system is necessary for the integration of a newly specified product with an existing product, or due to its proprietary nature,
- allow offered goods or services to be evaluated against defined criteria by examination, trial, test, or documentation,
- utilize innovative options and solutions that contribute to the County's ability to carry out its operations in a cost-effective and efficient manner.

Example:
The clothes washer being solicited shall be:

- *Top Loader*
- *Color: White*
- *Brand: AAAAAA*
- *Model No.: WM9500H*A*
- *or a product determined equal by the County.*

The salient characteristics that must be met by an "Equal" product are:

- *The washer must be Energy Star certified,*
- *Top Loader*
- *Color: White*
- *Capacity: at least 5.2 cu. ft.*
- *Height: 39 to 39.5 inches*
- *Width: 27 to 27.25 inches*
- *Height: 39 to 39.5 inches*
- *Height with Opened Lid: Cannot Exceed 58-½ inches*
- *Washer Drum Material: Stainless Steel*
- *Motor Horsepower: 9/10 HP*
- *Washer Cycle Selections must include an option for Bulky Items.*

The County will evaluate "Equal" items based on the information furnished by the Bidder, or information identified in the Bid and reasonably available to the Procurement Contracting Officer. The County is not responsible for locating or obtaining any information not furnished with the Bid. The County shall be sole judge of the acceptability of "Equal" items and its decision shall be final. Should an "Equal" item not be accepted by the County, the Bidder's offer for that item may be deemed non-responsive or non-responsible.

3.4.3.5 **Combination Specifications (Combination).** Specifications that incorporate the features of two or more specification types.

3.4.3.6 **Qualified Products List**. A Qualified Products List (QPL) contains information regarding accepted products and manufacturers, as compiled and maintained by Client Departments. It provides buyers with assurance that the listed items currently comply with specified requirements. QPL's are used to standardize purchases and must provide a method to submit, evaluate and accept additional products.

3.4.4 **Common Specification Sections.** The following is a list of sections commonly used to define Specifications within Solicitations.

- ✓ **Purpose/Scope of Work** – A brief general description of the product of service required and the reasons for the purchase.
- ✓ **Product Requirements** – Identify measurable physical, functional, and quality characteristics that meet the requirements, including historical data. Use drawings or photographs when appropriate. List any Federal, State, and Local requirements the product or service must meet.
- ✓ **Licenses** – List the certifications or licenses necessary to perform the work or services, or to deliver the required goods.
- ✓ **Size and Composition** – Dimensions, weight, volume, shape, material, strength, chemical formulation, and color.
- ✓ **Quantity** – Packaging and quantity of items per container.
- ✓ **Delivery** – When and where the product is to be delivered? How will the equipment be packaged, shipped, and delivered?
- ✓ **Installation** – Will equipment require installation and start-up? Who will handle the installation? Are there access and physical space restrictions impacting installations? Who will receive, uncrate, and set in place? What utilities are available to the supplier? Who will remove debris? Who will dispose of or remove existing equipment?
- ✓ **Warranty** – What type of warranty is needed? What should the warranty cover? Are, for example, service, parts, labor, travel time, and mileage covered for the life of the warranty?
- ✓ **Training** – Will staff need training? How many staff members will need training? Are instructional and maintenance materials such as manuals or electronic media required? Will training be onsite, offsite, or remote? How many training sessions should be included?
- ✓ **Deliverables** - What manuals, product literature, testing reports, inspection reports, material safety data sheets are to be submitted? When, to whom and how is the supplier required to submit these documents? Does the County have any responsibilities for review and

acceptance of deliverables?

- ✓ **Maintenance:** How frequently is maintenance needed? When can maintenance take place? What are the certifications, professional licenses or required training the supplier must possess to perform maintenance and preserve warranty?
- ✓ **Quality assurance:** State the conditions under which the product or service will be inspected or tested including frequency, type, the required quality level and required deliverables. Who is responsible for inspecting or testing? What are the consequences if quality standards are not met?
- ✓ **Customer Support Requirements:** What is the expected length of time for the supplier to respond to non-emergency and emergency requests during business hours, or after hours/weekends? What are the hours required for customer support?
- ✓ **Safety:** Are there safety concerns?

3.4.5 **Wording Specifications.**

- ✓ **Voice and Mood.** An active voice and an imperative or indicative mood may be used to:

  convey instructions or responsibilities,

  Examples:

  "The Contractor shall remove and dispose of all products and debris to complete the construction project."

  "The Contractor shall submit the demolition schedule 15 working days before beginning any demolition."

  clarify the party responsible for an action, or

  Examples:

  "The County and the Contractor will negotiate the schedule."

  "The County will order the work to be stopped if the Contractor fails the initial project inspection."

  state a fact.

  Examples:

  "The County anticipates purchasing structural firefighting ensembles (coats and pants), boots, hoods, and helmets."

  "Litter includes bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, and brush debris."

- ✓ **Positive Sentences.** Positive sentences are usually shorter and easier to understand than their negative counter parts. People typically prefer to be told what to do, instead of what they cannot do.

  Example:

  "Do not use material from a source that is unacceptable to the County."

  Can be stated as:

  "Always use materials from County approved sources."

- ✓ **Wordy Phrases.** Phrases are wordy when they can be replaced with fewer words that convey the same meaning. Needless words add clutter and can hinder a reader's ability to grasp what its necessary.

Alternatives to Wordiness	
Instead of:	Consider:
a minimum of	at least
absolutely essential	essential
aforementioned	the, that, those
as concerned with	concerns
as may be necessary	as needed
as stated in	states
at a later date	later
at the present time	now
by means of	by
cease and desist	stop
commence	start
consequently	so
contract requirement	contract
cost thereof	cost of
enclosed herewith	enclosed
endeavor	try
for a period of	for
free from	without
give consideration to	consider
give recognition to	recognize
in a manner such that	so that
in a timely manner	promptly, on time
in accordance with	according to
in advance of	before
in effort to	to
in lieu of	instead of
in order to	to
in the amount of	for
in the event of	if
in the event that	if, when
includes, but not limited to	includes
initiate	start
is applicable to	applies to
is indicative of	shows
make payment	pay
make preparations for	prepare for
make use of	use
not able	unable
not certain	uncertain
not except	only it
not less than	at least

Alternatives to Wordiness	
Instead of:	Consider:
not the same	different
not unless	only if
not until	only when
on a quarterly basis	quarterly
on a regular basis	regularly
practicable	practical
prior to	before
subsequent to	after
successfully complete	complete
the month of June	June
terminate	end

3.4.6 Lists and Tables.

✓ Vertical lists are often the best way to present multiple items, conditions, options, and exceptions. To incorporate vertical lists into a specification use a lead-in sentence to introduce the list items and to indicate the purpose of the list. Ensure that each item in the list fits grammatically with the lead-in sentence.

Example:
A complete pump assembly shall include:

1. *The pump housing;*
2. *The impeller;*
3. *The motor;*
4. *The shaft;*
5. *Bearings;*
6. *Seals;*
7. *Inlet and outlet connections;*
8. *Mounting brackets;*
9. *Pressure regulators; and*
10. *Switches.*

✓ Tables are an effective way of summarizing and communicating requirements. Each table used in specifications should have a unique number and title to facilitate references.

Example:

Table 3-1 ***Recycled Content Requirements***	
Group	***Minimum Recycled Content***
Group 1 – Toilet paper	*At least 45 %, by fiber weight, postconsumer recycled content fiber*
Group 2 – Paper Towels	*At least 40 %, by fiber weight, postconsumer recycled content fiber*
Group3 – Facial Tissue	*At least 10 %, by fiber weight, postconsumer recycled content fiber*

3.4.7 **Measurements.** Measurements describe quantities and consist of a numeric value and a unit of measure. General conventions in the use of measurements are provided below.

- ✓ Use numerals for the value of measurements.

Example:

Unpreferred	*Preferred*
Shoulder patches shall be centered eight inches above the elbow of the coat.	*Shoulder patches shall be centered 8 inches above the elbow of the coat.*

- ✓ For units of measure provided in text, write the full word instead of using symbols or abbreviations.

Example:

Unpreferred	*Preferred*
The length of the flag shall be 4 ft.	*The length of the flag shall be 4 feet.*

- ✓ To describe temperature, use the degree symbol and the abbreviation for Fahrenheit or Celsius. Provide no space between the degree symbol and the temperature abbreviation.

Example:

Unpreferred	*Preferred*
The cheese must be delivered at a temperature between thirty-five degrees Fahrenheit and 45 F.	*The cheese must be delivered at a temperature between 35 F and 45 F.*

3.4.8 **Symbols.** Symbols may be used as shown:

Symbols	Meaning
+	plus
-	minus
±	plus or minus
=	equal to
<	less than
≤	less than or equal to
>	greater than
≥	greater than or equal to
×	multiplied by; dimensional indicator
°	degree
$	U.S. dollar
/	per
%	percent

3.5 Responsibility for Preparation and Submission of Procurement Requests

3.5.1 Client Departments are responsible for preparing the Specifications or

Scope of Services and submitting the information to SPD on a timely basis. Procurement of enterprise-wide and departmental information technology, and telecommunications systems and services require the approval of the Chief Information Officer/Information Technology Department Director, or authorized designee, prior to initiating a procurement request with SPD. In accordance with County Administrative Order 11-03-Life Cycle Costing Procedure, Department Directors shall be responsible for determining the projects for which life cycle costing is the appropriate method of evaluation in respect to the acquisition of new facilities or the refurbishing or retrofitting of existing facilities.

3.5.2 **Procurement Contracting Officer Review.** The Procurement Contracting Officer may assist the Client Department as it works towards developing Specifications or Scope to ensure that requirements pertaining to general or special provisions are incorporated in the Solicitation. The Procurement Contracting Officer will also identify and address any omissions, needs for clarification, or additional information needed to publish the Solicitation. In addition, the Procurement Contracting Officer will review all the information provided by the Client Department, and will consider the following elements:

- ✓ **Specifications for Goods, Equipment, and Supplies.** Plans, drawings, Specifications, or purchase descriptions for the purchase of goods, equipment, and supplies should include the requirements necessary to meet the needs of the Client Department. These should be free of restrictive features or limiting factors, to the largest extent practicable, to maximize competition. Consideration should be given to consolidating or separating needs to obtain more economical purchases, but not for the purpose of circumventing acquisition authority. Specifications 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 descriptions must also include the procedure and criteria that will be used for evaluation.

- ✓ **Scope of Services.** Service contracts should incorporate a Scope of Services. The scope must define the minimum work that the contractor must provide. A work breakdown or phases approach may be used to organize complex procurements, such as information technology requirements. In these instances, the work required by a contractor may be to develop services to complement off-the-shelf items being delivered. The breakdown or phases approach provides a product-oriented hierarchy composed of hardware, software services and data

resulting from project development efforts to produce a complete system that connects all the work elements to one another and to the final product or system.

- ✓ **Brand Names.** As mentioned in Paragraph 1.18.-Prohibition of Provisions Within Solicitations that Unduly Restrict Competition and detailed in Paragraph 3.4.3.3.-Brand Name "or Equal" Specifications, Specifications and descriptions should **not** be written to specify a particular product, brand name, or a particular feature of a single product that limits or precludes competition or consideration of alternate supplies or similar products, unless a specific feature or product is essential to the County's operations and alternate products would not meet minimum requirements. Brand name only requirements require detailed valid justifications. Where feasible, all acceptable brand name products should be referenced in the Solicitation. Where brand name or equal is used, the item's description must include all essential salient physical and functional characteristics that must be met by an alternate product. Prospective vendors may offer alternate products if those products meet the prescribed requirements in the same manner as a referenced brand-named product.

- ✓ **Lease vs. Purchase.** Leases are often used to obtain equipment, machinery, or vehicles and can be more economical than outright purchases, particularly if an item is not needed prior to its end-of-life cycle. When leases are typically available for the product or products being purchased, an analysis should be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. This analysis should make a comparison of forecasted costs for both an outright purchase and a leasing arrangement. In general, the total cost of a lease equals the sum of the rental costs plus maintenance, while the cost of an outright purchase equals the sum of the purchase price, plus maintenance, minus resale value (purchase price minus estimated depreciation).

- ✓ **Life Cycle Costing.** In accordance with County Administrative Order 11-03-Life Cycle Costing Procedure, requests for equipment purchases should be reviewed to determine those purchases for which life cycle costing is the appropriate method of evaluation. All bid documents relating to these identified purchases and acquisitions shall state the requirement that life cycle costing be performed, explain the methodology to be followed and identify the data that must be submitted. All County personnel involved in the Specifications, ordering and acceptance, testing of equipment and facilities,

regardless of cost, shall, in so far as possible, request and evaluate life cycle costing information. Said information shall be considered when making purchasing and acquisition decisions and shall be used as the criteria for acceptance testing. The bid evaluations relating to such purchases and acquisitions shall consider the purchase price, operating costs, energy costs and all other life cycle costs.

- ✓ **Liquidated Damages**. The County may include liquidated damages in a Solicitation if it is reasonably expected that a delay in contract completion, or scheduled deliveries, will result in costs to the County. The rate of liquidated damages and standards must be calculated to reasonably reflect the County's costs should the standards not be met, and applicable details must be specified in the Solicitation.

- ✓ **Price Adjustments.** Changes in the economy make it crucial to consider the fluctuating costs of goods and services that are beyond the control of the County and vendors. Price adjustments can be beneficial to the County when their inclusion in a contract encourages offers that contain current competitive pricing instead of offers that attempt to address speculated future contingencies. Price adjustments may also be a determining factor in maintaining a long-term contract as suppliers may default in County contracts if unable to sustain fixed and firm pricing. Procurement Contracting Officers must contemplate the inclusion of price adjustment clauses in County contracts, determine the appropriate price adjustment language through Market Research, enforce the terms of any price adjustment clause, and demand price reductions when appropriate. Including a price adjustment clause is appropriate when:
  - the contract will, or may, cover an extended period,
  - there is serious doubt concerning the stability of market conditions during the term of the contract,
  - adjustment standards or indices are based on contingencies outside the vendor's control,
  - it provides for price reductions,
  - labor and goods costs can be addressed separately, and
  - it can be tied to an appropriate standard or cost index to ensure that increases or decreases under the contract are not without basis.

- ✓ **Allocations or Expenditure Authority.** The Procurement Contracting Officer will review the allocations requested by Client Departments to ensure that they relate to estimated quantities, Market Research data, and the length of the contract. 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 using the most current price for the goods or services being procured. As part of the advanced acquisition planning process, Client Departments must provide an allocation request, approved by the department's director, to the Procurement Contracting Officer with every procurement action request.

- ✓ **Purpose-Driven Procurement (PDP) Checklist.** The Procurement Contracting Officer will complete the PDP Checklist to ensure that all applicable PDP variables (e.g., economic, environmental, social), are incorporated in each Solicitation.

3.6 Procurement Process Framework

A high-level overview of the County's process for the purchase of goods and services.

3.7 Acquisition Methods

3.7.1 **Accessing Contracts from other Government Agencies or Not for Profit Organizations (also known as "piggybacking")**. Accessing another entity's contract that meets the County standards for competition is considered a competitive award. In accordance with County Resolution R-252-25, using this method should **always** be considered and analyzed when planning for the procurement or re-procurement of goods and services. The County may access another entity's contract if the market research shows that its prices are favorable, its Scope of Services are compatible with the County's needs, and its terms and conditions are reasonable and adequately protect the County. Accessing contracts helps to facilitate awards and can result in saving costs, time, and resources.

Before any awards can be made by accessing an existing contract, vendors must comply with all County requirements, including County Affidavits and vendor registration.

3.7.2 **Pilot Projects and Development Agreements.** In accordance with County Implementing Order 3-38-Master Procurement Implementing Order, the Mayor or Mayor's designee may enter into pilot project and product demonstration agreements with vendors for the purpose of testing and evaluating technology, products and services provided that such agreements are: (1) for a period not to exceed twelve months from the initiation of the pilot project or demonstration; (2) provided at no cost to the County with the exception of any ordinary cost for County employees or Consultants to review such technology, products or services; (3) do not contain any exclusive dealing, in-kind or advertising commitments by the County; (4) provide for indemnification of the County; (5) provide for County ownership of any data generated during the testing and observation period; and (6) are terminable at will by the County. Each pilot project or product demonstration agreement shall be subject to review and approval by the County Attorney's Office for legal sufficiency prior to execution. If the County seeks to procure a similar technology, product or service through the County's competitive process, any Solicitation document shall include all information regarding the pilot project and the technology, product or services tested. Pilot projects and product development agreements may not serve as a basis for any noncompetitive purchase other than a bid waiver or sole source purchase and may not serve as the sole basis of the justification of any bid waiver.

3.7.3 **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 the level of authority that has been delegated to its user and the purchased item will be used for legitimate County business. The P-Card allows for purchases to be processed without utilizing the County's standard Small Purchase Order procedure, whenever a vendor 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 Couty Administrative Order 3-35-Purchasing Card Program and the Finance Department Guidelines for the Use of Purchasing Cards. Departments should use small and local businesses whenever possible. The dollar limitations for P-Cards are generally as follows, but individual P-Cards have higher or lower limits: individual purchases shall not exceed $1,000 per transaction and monthly spending limits shall not exceed $25,000 per card.

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

SPO's can be accomplished through competitive or noncompetitive procurement methods. A competitive SPO is accomplished through a Spot Market Competition. A noncompetitive SPO must meet the County's criteria for noncompetitive acquisitions (Sole Source, Bid Waiver, or Legacy Purchase), its justification must be approved by the Client Department's Director, or his/her designee, and all supporting documentation must be maintained with the SPO file and be available for audits and inspections.

There may be instances wherein a Client Department determines that a 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 SPD to accomplish the procurement. Should SPD concur that a best-value or qualitative method of acquisition is appropriate, SPD will conduct an informal competitive action.

3.7.5 **Invitation to Bid (ITB).** The County's preferred method of procuring goods and/or services valued at over $25,000 is the ITB process. For the ITB process to be feasible, a complete, adequate, and realistic Specification, Scope or purchase description must be available, two or more bidders are

expected to be willing and able to compete effectively, the procurement lends itself to a firm fixed price contract, and the selection of the awarded bidder can be made principally based on price. ITB's may be used for both Informal and Formal purchases. Informal ITB's may be issued at the SPD Director/Chief Procurement Officer's discretion for purchases valued at $250,000 or less.

Formal ITB Purchase:

- ✓ approval to advertise must be obtained from the SPD Director/Chief Procurement Officer or his/her designee,
- ✓ the Solicitation will be publicly advertised in the County's online sourcing system (INFORMS),
- ✓ the Solicitation will include the most recent published version of the General Terms and Conditions – Section 1,
- ✓ the Solicitation will include any Specifications and pertinent attachments and will define the items or services required for the bidders to properly respond,
- ✓ bids will be solicited from an adequate number of known suppliers, including suppliers identified during market research and suppliers automatically selected by commodity code(s),
- ✓ sufficient response time will be given, usually two to four weeks,
- ✓ all questions must be posted through INFORMS by a stipulated deadline and all answers will be issued in the form of an addendum to the Solicitation,
- ✓ all bidding will stop at the deadline time and date prescribed in the Solicitation,
- ✓ all offers will be inaccessible until the deadline time and date prescribed in the Solicitation has passed,
- ✓ all bids will be evaluated in accordance with the Solicitation's terms, conditions, and Specifications,
- ✓ a firm fixed price contract award, which may include provisions for price adjustments, will be made in writing to the lowest responsive and responsible bidder. Where specified in the 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,
- ✓ 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, and,
- ✓ the Solicitation will be cancelled if no bids are received.

Informal ITB Purchase:

- ✓ the Solicitation is uncomplicated, straightforward, and easy to understand, and the procurement's total value is greater than $25,000 and up to $250,000,
- ✓ approval to advertise must be obtained from the SPD Director/Chief Procurement Officer or designee,
- ✓ the Solicitation will include the most recent published version of General Terms and Conditions – Section 1,
- ✓ bids will be solicited from an adequate number of known suppliers,
- ✓ if there are at least two certified Small Business Enterprises (SBE) that can provide the goods or services, the contract will be set-aside for SBE participation only,
- ✓ sufficient response time will be given, usually one week,
- ✓ the Solicitation will include any Specifications and pertinent attachments and will define the items or services required for the bidders to properly respond,
- ✓ all questions must be issued in writing by a stipulated deadline and all answers will be issued in the form of an addendum to the Solicitation,
- ✓ all bidding will stop at the deadline time and date prescribed in the Solicitation,
- ✓ all bids will be evaluated in accordance with the Solicitation's terms, conditions, and Specifications,
- ✓ a firm fixed price contract award, which may include provisions for price adjustments, will be made in writing to the lowest responsive and responsible bidder. Where specified in the 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,
- ✓ 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, and,
- ✓ the Solicitation will be cancelled if no bids are received.

3.7.6 **Request to Qualify (RTQ) and Pool of Prequalified Vendors.** The RTQ is a non-binding procurement process used to obtain qualifications, willingness, and capacity to supply specific goods and/or services. Vendors' experience and past performance 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. None of the data needed to

establish firm pricing for a specific product or service is established in an RTQ.

Pools require additional competitive action prior to awarding a specific order to a specific vendor. Roadmaps, namely specific procedures, for use of each Pool are developed by SPD. These Roadmaps 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 initially established with the vendors that are qualified by the RTQ's ending 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 SPD by completing the RTQ's submittal package and, upon meeting the qualifications specified in the original Solicitation, may be added to the Pool. The Solicitations that established these Pools are perpetually advertised in 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 for purchases made to prepare for potential emergency situations.

3.7.7 Request for Proposals (RFP) and Request for Qualifications (RFQ)

RFPs are used when an award is based on 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.

RFQs 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. RFQs require specific qualifications to be considered for the award of a contract.

When the RFP/RFQ process is used:

- ✓ approval to advertise must be obtained from the SPD Director/Chief Procurement Officer or his/her designee,
- ✓ the Solicitation will be publicly advertised in the County's online bidding system (INFORMS),
- ✓ evaluation criteria (e.g., qualifications and experience of principals and staff, technical ability, financial stability, and experience and history of

the Firm) and their corresponding value to the award will be included in the Solicitation documents,

- ✓ the Solicitation will include any Specifications and pertinent attachments and will define the items or services required for the proposer to properly respond,
- ✓ the Solicitation will include a clear method for selecting the proposer(s) based on an extensive evaluation of the specified criteria,
- ✓ proposals or qualifications will be solicited from an adequate number of suppliers, including suppliers identified during market research and suppliers automatically selected by commodity code(s),
- ✓ sufficient response time will be given, usually two to four weeks,
- ✓ all proposing will stop at deadline time and date prescribed in the Solicitation,
- ✓ all offers will be inaccessible until the deadline time and date prescribed in the Solicitation has passed,
- ✓ all responsive and responsible offers will be considered to the maximum extent practical,
- ✓ offers will be evaluated by a Competitive Selection Committee established in accordance with I. O. 3-34-Formation and Performance of Competitive Selection Committees, or a Review Team if using the Expedited Purchasing Program,
- ✓ any or all offers 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, and,
- ✓ the Solicitation will be cancelled if no offers are received.

3.7.8 **Expedited Purchasing Program (EPP).** A program for the competitive purchase of supplies, materials and services, including professional services other than professional architectural, engineering and other services subject to Sec. 2-10.4 of the Code and § 287.055, Fla. Stat., which are estimated to cost $5,000,000 or less. The Mayor, or the Mayor's designated agent, makes the final determination of award in accordance with the method and criteria set forth in the Solicitation documents. In making determinations of best value, the Mayor, or the Mayor's designated agent, utilizes a Review Team composed of technical and professional staff and of the County Attorney's Office.

3.7.9 **Noncompetitive 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 that a noncompetitive

acquisition is 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 the options to obtaining the goods or services, a noncompetitive acquisition represents the best acquisition method for the County. Department Directors are responsible for justifying the need to waive the competitive process. SPD is responsible for validating the justification through independent market research and confirming that the acquisition satisfies legislative requirements to waive the competitive bidding process. Justifications for noncompetitive acquisitions may include significant savings or avoidance of loss to the County, lack of competition, product standardization or compatibility, proprietary or distributorship rights, or a uniquely qualified vendor.

Such noncompetitive acquisitions include awards made through the Bid Waiver (BW), Sole Source (SS), or Legacy Purchase (LP) processes. 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 or other means that there is only one source of supply. The LP process is used when competition is unavailable, impractical, or constrained, because there is a need to continue to operate an existing County system which may not be replaced without substantial expenditure.

As detailed in Section 5, noncompetitive procurements for federally funded purchases are allowed only under specific circumstances and must be justified in accordance with Federal guidelines.

3.7.10 **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 their authorized designees, 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 County Implementing Order 3-38-Master Procurement Implementing Order. Client Departments are responsible for properly documenting every Emergency and Disaster Emergency acquisition and forwarding the required documents to SPD to obtain a Purchase Order.

3.7.11 **Spot Market Competition.** A Spot Market Competition is an informal procurement used to secure pricing and terms for a Small Purchase Order or a 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 a WOPR is awarded based on best value.

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

- ✓ the County's General Terms and Conditions – Section 1,
- ✓ the quantity (if applicable) and 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,
- ✓ the specific terms, conditions, and requirements of the contract,
- ✓ the date and time when bids/proposals are due, and,
- ✓ any additional submittal requirements.

3.7.12 **Public Private Partnerships (P3's).** In accordance with **§255.065, Fla. Stat., Sect. 2-8.2.6 of the Code**, and **County Administrative Order 3-65,** P3s provide the County with an opportunity to consider an alternative delivery method for public infrastructure. Under this process the County may enter into a public-private partnership project through an unsolicited proposal, a proposal that was submitted at the initiative of a private entity without a request from the County.

A P3 contract is a long-term agreement between a public agency and the private sector where each brings something to the arrangement and shares in the outcome. There is collaboration between the public agency and private sector, with the private sector assuming a share of the project's risks.

The County's P3 process includes project screening procedures such as a value for money analysis; a two-step procurement process that begins with qualifications and then proceeds to proposals from shortlisted developers; individual negotiation meetings with shortlisted developers to enhance the design innovation and identify cost savings; and opportunities to review progress of projects with the County's governing Board to gain support and approval.

P3 projects are accomplished by building consensus among elected officials, stakeholders, facility users, neighbors, and other interested parties on the project's scope and affordability; and conducting an open and competitive procurement process.

In accordance with the State Statute, the County may proceed with a P3 project without engaging in public bidding if it holds a duly noticed public meeting where the proposal is presented to the public and the public may provide comments, and if at a second duly noticed public meeting the proposal is determined to be in the public's best interest. To determine if a project is in the public's best interest, the County must consider the benefits to the public, the financial structure and economic efficiencies achieved by the proposal, the qualifications and experience of the firm that submitted the proposal, the firm's ability to perform the project, the project's compatibility with regional infrastructure plans, and the public comments submitted at the meeting. Should the County decide to move forward with an unsolicited proposal without engaging in public bidding, the County must publish a report for at least seven days in the Florida Administrative Register.

3.7.13 **Cooperative Contracts.** Cooperative purchasing is a procurement conducted by, or on behalf of, one or more public procurement units. The volume of purchasing power aggregated by the size of a cooperative provides each individual member with economies of scale, lower prices, and time savings. Cooperative procurement contracts are usually based on the common requirements of multiple governments. Historically, cooperative contracts have been used by entities to purchase cleaning supplies, gasoline and fuel, information technology services, software, consulting services, office supplies and furniture, digital copiers and printers, carpeting, computer hardware, industrial lab supplies, radios and cell phones, paper, and fleet vehicles.

3.7.14 **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. To be eligible for direct payment, the item being purchased must not be available under an existing contract.

In accordance with the County's Finance Department directives, the following items are authorized for direct payment and are exempt from the application of the Procurement Policy:

- ✓ Books valued at under $750
- ✓ Commodity Purchases under $100
- ✓ Films
- ✓ Freight
- ✓ Gasoline Credit Cards
- ✓ Memberships
- ✓ Mileage

- ✓ Miscellaneous Refunds
- ✓ Newspaper and Magazine Advertising
- ✓ Newspaper and Magazine Subscriptions
- ✓ Notary Fees
- ✓ Permits
- ✓ Petty Cash
- ✓ Postage
- ✓ Publications
- ✓ Registration Fees
- ✓ Special Assessment Bills
- ✓ Tax and Law Service
- ✓ Tax Bills
- ✓ Tuition
- ✓ Utilities

SECTION 4: PURCHASING GOODS AND SERVICES, SOLICITATION, EVALUATION AND AWARD

4.1 Solicitation

4.1.1 **Preparation of Solicitation documents**. 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-General Terms and Conditions in ITBs, as information for future purchases in RTQ's, and in the Solicitation and Draft Agreement sections in RFP's and RFQs.
- ✓ **Additional/Special Terms and Conditions.** Additional/Special Terms and Conditions are terms and conditions that are specific to a purchase and are used to complement, supplement or amend the provisions in Section 1, General Terms and Conditions. Examples of Additional/Special Terms and Conditions are the expected term of the contract or Pool, the method of award, delivery schedules, and minimum vendor requirements. SPD maintains a Clause Dictionary that contains language for frequently used Additional/Special Terms and Conditions.
- ✓ **Specifications and Scope of Services.** The Specifications or Scope of Services 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 to participate in the procurement. They include price schedules and bidder/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.** SPD's website publishes drafts of planned Solicitations under Future Solicitations to gather information and comments from prospective offerors 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.** Solicitations are approved by SPD management personnel in accordance with delegated authority, prior to publication. Generally, Solicitations issued by SPD are finalized and published by staff

in the INFORMS Sourcing Module.

4.1.4 **Advertisement.** County Solicitations advertised in INFORMS are fully accessible to the public for a period appropriate to the procurement. In addition, SPD's website provides a link to advertised Solicitations, and Solicitation notices are automatically sent through the INFORM Sourcing Module 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 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 or site visits are scheduled when it is deemed advisable to allow potential vendors to consult with 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, or where the items are to be delivered. 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 site visits are documented with recordings, minutes, or both. Vendor attendance is often optional to the vendor's participation in a bid or proposal. Mandatory vendor attendance at conferences or site visits are rare, as these may serve to limit competition. Duly noticed Pre-Bid/Pre-Proposal conferences and site visits are exempt from the "Cone of Silence" as stipulated in County Administrative Order 3-27-Cone of Silence.

4.1.6 **Questions, Answers, and Addenda.** SPD requires prospective vendors to post all Solicitation questions by a stipulated deadline. Such a 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. All changes to the Solicitation (e.g., deadlines, changes to terms, conditions, Specifications or Scope, and clarifications) are issued through formal addenda to the Solicitation.

4.1.7 **Ending of Bids and Proposals.** INFORMS receives and acknowledges all bids and proposals received for County Solicitations. All bids and proposals received through INFORMS cannot end until the Solicitation deadline has passed. The County considers bids and proposals to be publicly opened when such bids or proposals are accessible to County staff.

4.2 Evaluation

Submittals will be examined after opening to tabulate offers and determine vendors' responsibility, responsiveness, and compliance to the requirements and other aspects of the Solicitation.

4.2.1 **ITBs and ITQs.** The responsive and responsible bidder(s) offering the lowest price will be recommended for award. Staff will prepare a Bid Tabulation, or 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 Procurement Contracting Officer. Bid Tabulations prepared by SPD staff are always verified to ensure accuracy.

4.2.2 **EPPs, RFQs/RFPs and WOPRs.** 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 **RTQs.** Submittals for open Pools are not evaluated based on 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 such a 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 offer 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 the Solicitation requirements and legal precedent. In accordance with County Implementing Order 2-13-Guidelines and Procedures Regarding Legal Opinions with Respect to County Competitive Process, SPD will issue a written request for a Responsiveness Opinion to the County Attorney's Office when an issue of responsiveness that will affect the ultimate award of the Solicitation is identified.

4.2.5 **Responsibility** refers to whether the vendor can deliver the goods or perform the Scope of Work, as provided in the Solicitation document. A responsible vendor is one who the County affirmatively determines has the ability, capacity, and skill to perform under the terms of the Solicitation, can provide the materials or service within the specified time, 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,
- ✓ is not in the State's Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel,
- ✓ is not in the State's Antitrust Violator Vendor List,
- ✓ is not in the State's Discriminatory Vendor List,
- ✓ is not in the State's Forced Labor Vendor List, 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 capacity to perform a contract, the County may consider 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 contracts with other governmental entities,
- ✓ financial performance and capability, including 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:

- ✓ County Resolution R-63-14, 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.
- ✓ §287.135, Fla. Stat. prohibits a company on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to §215.473, Fla. Stat., or engaged in business operations in Cuba or Syria from bidding on, submitting a proposal for, or entering into or renewing a contract with an agency or local governmental entity for goods or services of $1 million or more.

When 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 a vendor to submit documentary evidence to fully evaluate any possible responsibility issues at any time.

Only the SPD Director/Chief Procurement Officer, or the SPD Director/Chief Procurement Officer's designee, will make non-responsibility recommendations on behalf of the Department. Determinations of bidder or proposal responsibility are ultimately made by the Board, or in those instances of delegated authority, by the Mayor or the Mayor's designee.

4.2.6 **Irregularities and Informalities.** Each bid or proposal must meet all the requirements in the Solicitation, unless waived as an irregularity or informality by the SPD Director/Chief Procurement Officer, or the SPD Director/Chief Procurement Officer's designee. Affidavits and certifications mandated by Federal, State, local, or other policies or regulations, can be waived only by provisions contained within the pertinent policy or regulation, or by expressed written approval from the Federal, State or County entity.

4.2.7 **Measures and Preferences.** Pursuant to the Code, contract measures for Small Business Enterprises, 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. Draft Solicitations are submitted to the County's Office of Small Business Development for measures' recommendations. 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**.

4.3 Award

Pursuant to Section 2-8.1 of the Code, the Mayor, or the Mayor's designated agent, has the authority to award competitive County contracts for goods and services valued at $5,000,000 or less. The Mayor has delegated this authority to the SPD Director/Chief Procurement Officer, up to $500,000, and the SPD Director/Chief Procurement Officer has further delegated some of this authority to designated SPD management personnel. Any contract with an estimated value greater than $5,000,000, in the aggregate, requires Board approval.

4.3.1 **Recommendation to Award.** All bidders and proposers that participated in a specific procurement will be notified of the County's intent to award or reject such procurement. Notifications for purchases with a value greater than $250,000 are accomplished through Award Recommendation/Intent to Award Letters, which are transmitted by email. Notifications for purchases with a value of $250,000 or less are posted on SPD's website.

4.3.2 **Protest Procedures.** A recommendation for contract award may be protested by a bidder or proposer in accordance with Sections 2-8.3 and 2-8.4 of the Code, as amended, and the procedures contained in County Implementing Order 3-21-Bid Protest Procedures.

4.3.3 **Contract Commencement**. A contract derived from an ITQ or ITB will usually commence on the first calendar day of the month succeeding its approval by the Board, or the Board's delegated agent, unless otherwise stipulated in writing by SPD. A contract derived from an RFQ/RFP or WOPR will commence on the date stipulated in the Contract Agreement, which must be after approval by the Board, or the Board's delegated agent. A Pool will usually be established on the first calendar day of the month succeeding approval by the Board, or the Board's delegated agent, unless otherwise stipulated in writing by SPD.

4.4 Contract Administration

Except for Federal Transit Administration (FTA) funded purchases, where the Department of Transportation and Public Works has responsibility, SPD is responsible for contract administration and management. Client Departments are responsible for monitoring expenditure and vendor performance and reporting expenditure changes and vendor non-performances to SPD. Every County Solicitation contains provisions for dispute resolution, breaches of contract, contract default, and contract termination for default or County convenience.

SECTION 5: MIAMI-DADE COUNTY PROCUREMENT MANUAL FOR FEDERALLY FUNDED PURCHASES

5.1 Introduction

Federal and County procurement policies are based on the same principles of full and open competition, ethical practices, transparency, and accountability. However, as a condition of receiving Federal assistance through Federal grants and cooperative agreements, the County must establish and maintain written procurement policies and procedures that not only reflect applicable State and local laws and regulations, but also conform to applicable Federal laws and directives, including the **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Code of Federal Regulations Chapter II, Part 200 (2 CFR Part 200)**. As a Non-Federal Entity (NFE), the County is responsible for managing and administering its Federal awards. This section addresses guidelines for compliance with Federal procurement policies and procedures.

5.2 Compliance with Federal requirements

To ensure compliance with Federal procurement requirements it is imperative to review and understand the specific Federal grant to identify, and comply with, all procurement directives that may be part of such grant.

5.3 The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Code of Federal Regulations Chapter II, Part 200 (2 CFR Part 200)

Administered by the U.S. Office of Management and Budget (OMB), 2 CFR Part 200 provides a governmentwide framework for grants management. Its aim is to reduce the administrative burden for NFE's receiving Federal awards while reducing the risk of waste, fraud, and abuse.

5.4 Determining the most economical approach

5.4.1 **Consolidating or breaking out procurements.** In accordance with 2 CFR 200.318(d), consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. As detailed under Section 3-Acquisition Planning and Methods, this practice is part of the County's standard operating procedures.

5.4.2 **Lease vs. Purchase.** Leases can be more economical than outright purchases, particularly if an item is not needed prior to its end-of-life cycle. Leases are often used to obtain equipment, machinery, or vehicles. In accordance with 2 CFR 200.318(d),.where appropriate, an analysis should be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. This analysis should

make a comparison of forecasted costs for both an outright purchase and a leasing arrangement. In general, the total cost of a lease equals the sum of the rental costs plus maintenance, while the cost of an outright purchase equals the sum of the purchase price, plus maintenance, minus resale value (purchase price minus estimated depreciation). If a determination is made to enter a lease/purchase, the contract should state that a certain part of the lease cost will apply toward the purchase price of the leased item.

5.4.3 **Intergovernmental Agreements.** In accordance with 2 CFR 200.318(e), NFE's are 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. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

5.4.4 **Surplus Property.** In accordance with 2 CFR 200.318(f), NFE's are 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.

5.5 Competition

Federally funded procurements must be conducted in manner providing for full and open competition in accordance with 2 CFR §200.319-Competition and 2 CFR §200.320-Methods of Procurement to be Followed. County procurement methods conform with Federal guidelines.

5.5.1 **Use of existing contract.** A federally compliant competitively awarded contract may be used for federally funded purchases. SPD maintains a list of existing contracts that have been reviewed for compliance with Federal requirements.

5.5.2 **Pools.** Pools or Prequalified Suppliers/Vendors Lists may be used to solicit competition if they are federally compliant, current, include enough sources to ensure adequate competition, and additional prospective bidders are not precluded from becoming qualified during the Solicitation period. See 2 CFR 200.319(e).

5.5.3 **Competitive Solicitation.** A competitive Solicitation that follows County established guidelines for Invitation to Bid, Request for Proposal, Invitation to Quote, or Small Purchase Order, may be issued. The following requirements must be part of the Solicitation or the Solicitation's process:

- ✓ In accordance with 2 CFR §200.321, when possible, ensure that small

businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area Firms are considered by:

- including these business types on Solicitation lists;
- soliciting these business types whenever they are deemed eligible as potential sources;
- dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- establishing delivery schedules(for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, and
- requiring a Contractor under a Federal award to apply this section to subcontracts.

Prospective suppliers may not be limited to the Miami-Dade County area. The following sources may be used to identify prospective suppliers:

- Florida Department of Management Services, Office of Supplier Development Certified Vendor Directory (https://osd.dms.myflorida.com/directories)
- U.S. Department of Labor Surplus Area Firms Directory (https://www.dol.gov/agencies/eta/lsa)
- U.S. Small Business Administration South Florida District (https://www.sba.gov/district/south-florida)
- U.S. Department of Commerce's Minority Business Development Agency (MBDA) (https://www.mbda.gov/)
- Prepare a list of prospective suppliers obtained from these and other sources. For each supplier, the list should include the supplier's name, contact information, and the supplier's certifications (i.e., Florida Certified Minority, Woman, and Veteran Business Enterprise, and U.S. Small Business). Document all efforts and findings from these sources and forward a notice of the Future Solicitation to the list of prospective vendors.

Federal standards define:

- Small Business as a Firm designated as such by the U.S. Small Business Administration, self-certified as such in the System for Award Management (SAM).
- Minority Business Enterprise as a business which is at least 51% owned by one or more minority individuals, or in the case of any publicly owned business, at least 51% of the voting stock is owned

by one or more minority individuals.

- Women-owned business as a business that is at least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in day-to-day management.
- Labor surplus area Firms as Firms geographically located in distressed labor surplus areas designated by the U.S. Secretary of Labor.

5.5.4 **Exclusion of contractors that assisted in drafting a Solicitation.** In accordance with 2 CFR §200.319(b), to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft Specifications, requirements, statements of work, or Invitations to Bid or Requests for Proposals must be excluded from competing for such procurements.

5.5.5 **Restrictions to competition.** In accordance with 2 CFR §200.319(c), some of the situations considered to be restrictive of competition include:

- ✓ placing unreasonable requirements on Firms for them to qualify to do business,
- ✓ requiring unnecessary experience and excessive bonding,
- ✓ noncompetitive pricing practices between Firms or between affiliated companies,
- ✓ noncompetitive contracts to Consultants that are on retainer Contracts,
- ✓ organizational conflicts of interest,
- ✓ 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
- ✓ any arbitrary action in the procurement process.

5.6 Noncompetitive Procurements

5.6.1 **Circumstances**. In accordance with 2 CFR § 200.320(c), a noncompetitive procurement may only be used if one of the following circumstances apply:

- ✓ the aggregate dollar amount of the procurement transaction does not exceed the micro-purchase threshold (Miami-Dade County considers the micro-purchase threshold to be that of a Small Purchase Order),
- ✓ the procurement transaction can only be fulfilled by a single source,
- ✓ the public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive Solicitation,
- ✓ the Federal awarding agency or pass-through entity has provided written authorization in response to the County’s written request, or

- ✓ after soliciting several sources, competition was determined to be inadequate.

5.6.2 **Justification.** Federally funded noncompetitive procurements must be justified according to Federal guidelines and Miami-Dade County policies. A justification for a federally funded noncompetitive procurement must include the following:

- ✓ A brief description of the product or service being procured, including the expected amount of the procurement.
- ✓ A statement explaining why a noncompetitive procurement is necessary. If using the exigency/emergency exception, the justification should explain the nature of the public exigency or emergency, including specific conditions and circumstances that clearly illustrate why a procurement other than a noncompetitive proposal would cause an unacceptable delay in addressing the public exigency or emergency. Failure to plan for a transition to a competitive procurement cannot be the basis for continued use of noncompetitive procurements based on public exigency or emergency.
- ✓ A statement declaring how long the noncompetitively procured contract will be used for the defined Scope of Work and the impact on that Scope of Work should the noncompetitively procured contract not be available for that amount of time (e.g., how long are the exigency or emergency circumstances expected to continue; how long will it take to identify requirements and award a contract that complies with all competitive procurement requirements; and/or or how long would it take another contractor to reach the same level of competence).
- ✓ A description of the specific steps taken to determine that full and open competition could not have been used, or was not used, for the Scope of Work (e.g., research conducted to determine that there were limited qualified resources available that could meet the contract provisions).
- ✓ A description of any known conflicts of interest and any efforts that were made to identify possible conflicts of interest before the noncompetitive procurement occurred. If no efforts were made, the reason must be explained. If a conflict of interest is unavoidable, such as due to exigent/emergency circumstances, an explanation of how it was unavoidable, and any steps taken to address the impact of that conflict of interest must be included.
- ✓ Any other information justifying the use of noncompetitive procurement in the specific instance.

5.7 Other Requirements

The following elements are applicable to all federally funded procurements:

- **Contract Provisions.** All fully, or partially, federally funded contracts must

include the applicable contract provisions, in accordance with 2 CFR § 200.327, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. These contract provisions are included in the County's standard General Terms & Conditions-Section 1 (to be included in competitive Solicitations), in the Federal Terms and Certifications document (which may be used in lieu of the General Terms and Conditions-Section 1) and in the Federal Noncompetitive Draft Form of Agreement (to be used when drafting Federal noncompetitive agreements).

- **Cost or Price Analysis.** If the procurement is valued at over $250,000 including modifications, a cost or price analysis must be performed and included with the Solicitation documents, in accordance with 2 CFR § 200.324. The method and degree of analysis conducted depend on the facts surrounding the procurement transaction. For example, potential workforce impacts should be considered if the procurement transaction will displace public sector employees. However, as a starting point, independent estimates must be made before receiving Bids or Proposals. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable under 2 CFR 200 Subpart E.

  In accordance with SPD guidelines, a cost or price analysis is also required for all noncompetitive procurements, regardless of value. 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, or any other comparison available. The purpose of price analysis is to determine if the price quoted is within the range of acceptability. Cost Analysis involves an analysis of the individual elements of cost (as requested by the Solicitation) as stated by the Bidder or Proposer. Examples of individual elements of cost include direct labor, fringe benefits, indirect costs, materials, travel, and subcontracts. Individual elements of cost can be negotiation targets. Independent estimates should be made before receiving Bids or Proposals. Price Analysis and Cost Analysis are normally used in concert with each other, and each should support the other. The following link may assist in the preparation of the cost and price analysis: FAR guidance: https://www.acquisition.gov/far/15.404-1.
- **"Cost Plus" Contract.** The contract may not be "cost plus a percentage of cost" or "percentage of construction cost" contract in accordance with CFR §200.324(c).
- **Responsible Vendors.** The procurement must be awarded to a responsible vendor in accordance with 2 CFR § 200.318(h). SPD requires that a

completed Pre-Award Supplier / Vendor Compliance Checklist be included with the contract award documents. In addition, in accordance with County Resolution No. 63-14, the Contractor Due Diligence Affidavit is required as a condition of award for any contract that exceeds one million dollars.

- **Objective Contractor Performance.** The offeror was not involved in developing or drafting the Solicitation including Specifications, requirements, or statement of work in accordance with 2 CFR §200.319(b).
- **Oversight**. Client Departments and SPD must maintain oversight to ensure vendors perform according to the terms, conditions, and Specifications of the contract or purchase order, in accordance with 2 CFR § 200.318(b).
- **Records.** Sufficient records will be maintained to detail the history of the procurement in accordance with 2 CFR § 200.318(i). These records will include: the requisition, market research, the rationale for the method of procurement and the contract type, the basis for the contract price, the cost or price analysis, the Solicitation with addenda, bids or proposals with affidavits, the bid tabulation or chairperson's report with attachments, the Pre-Award Supplier / Vendor Compliance Checklist, all documents related to noncompetitive procurements (if applicable), the award letter, protest documents, and the award approval documents.
- **Time and Materials Contract.** A Time and Materials (T&M) contract is a contract for which cost to the County is: the sum of the actual cost of materials and the 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. In accordance with 2 CFR §200.318(j) this type of contract is permitted only if no other contract type is suitable and the contract includes a ceiling price that the vendor exceeds at its own risk. In addition, if the County awards a contract of this type, a high degree of oversight must be asserted to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- **Bonding.** A procurement for construction or facility improvements valued over $250,000 must comply with the bonding requirements for all facility and improvement projects in accordance with 2 CFR §200.326.
- **Prevailing Wage.** A current Prevailing Wage Determination issued by the U.S. Department of Labor and the Davis-Bacon Poster (WH-132L) must be attached to the Solicitation/contract if the required goods and/or services are covered under the Davis-Bacon Act, as amended.

5.8 Contract Changes/Modifications

A contract change is any addition, subtraction, or modification of work, costs, or time required under a contract during the contract's performance. There are many reasons why changes to an existing contract may be needed. For example,

during performance, changes may be required to fix inaccurate or defective Specifications, react to unforeseen circumstances, or modify the parameters to ensure the contract meets requirements. All contract changes must be within the scope of the original contract. NFEs are not restricted from making minor adjustments contemplated fairly and reasonably by the parties when they entered the contract. Cardinal changes present a problem. A cardinal change is: a significant modification in contract work (property or services), costs, or time that causes a major deviation from the original purpose of the work or the intended method of achievement; or a revision of contract work, costs, or time so extensive, significant, or cumulative that the contractor is required to perform very different work from that described in the original contract. Generally, Federal grants will view a cardinal change to a contract as a noncompetitive award and evaluate whether the NFE meets the necessary conditions for using the procurement through noncompetitive proposal method (sole sourcing). If an NFE performs a cardinal change without meeting the exceptions to competitive procurements, then the NFE is noncompliant with the Federal requirements.

5.9 Protests

In accordance with 2 CFR §200.318(k) the County 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, and violations of law will be referred to the local, state, or Federal authority having proper jurisdiction. Ordinarily, except in matters of direct Federal concern, a Federal awarding agency will not substitute its judgment for that of the NFE. However, Federal advice should be sought when considered appropriate by the County. The County will handle protests in accordance with Section 2-8.4 of the Code-Protest Procedures and County Implementing Order 3-21-Bid Protest Procedures.

5.10 Value Engineering

In accordance with 2 CFR §200.318(g), NFE's 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.

5.11 Circular 4220.1F – Third Party Contracting Guidance

FTA developed this Circular as a guidance document to assist its Recipients and subrecipients in complying with the Federal laws and regulations that apply to FTA funded procurements. The Circular sets forth the legal requirements a Recipient must adhere to in the solicitation, award, and administration of its third-party contracts. Unless FTA determines otherwise in writing, the Circular applies when a Recipient uses FTA assistance to support its procurements. At a minimum, each Recipient and subrecipient must comply with applicable Federal laws and regulations, including Title 49 of the U.S. Code Chapter 53-Public Transportation, FTA regulations contained in 49 CFR §601-§699, U.S. DOT regulations contained in the Code of Federal Regulations at 49 CFR Parts 1-99, and other Federal laws and regulations that contain requirements applicable to FTA Recipients and FTA funded procurements. **Except for grants and cooperative agreements executed prior to December 26, 2014, which shall continue to be subject to 49 CFR parts 18 or 19, 2 CFR Part 1201 adopts 2 CFR Part 200 and supersedes and repeals the requirements of 49 CFR part 18 and 49 CFR part 19**. This section highlights some of the guidance in the Circular, Recipients are responsible for ensuring that all the pertaining requirements of the Circular are satisfied when using FTA funds**.**

5.11.1 **FTA Reliance on the Recipient's Self-Certification.** As detailed in Circular 4220.1F Ch. I 6. a., FTA will rely primarily on the Recipient's annual self-certification that its procurement system complies with FTA requirements and that the Recipient has the technical capacity to comply with Federal procurement requirements. FTA requests each Recipient to "self-certify" its procurement system as part of its Annual Certifications and Assurances. Generally, FTA does not conduct pre-award reviews of third-party contracts or contract Specifications. If FTA becomes aware of circumstances that might invalidate a Recipient's self-certification, FTA will investigate and recommend appropriate measures to correct the Recipient's deficiencies.

5.11.2 **Audits.** In accordance with Ch. I 6.d., FTA may perform, contract for, or instruct the Recipient to obtain specific audits of particular third-party contracts to determine whether payments were made in conformance with the terms of the contract, or for other purposes.

5.11.3 **FTA Master Agreement**. 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 (Re: Circular 4220.1F Ch. I 6. F).

5.11.4 **Common Grant Rules.** The government-wide regulations in 49 CFR Part 18-Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, frequently referred to as the "Common Grant Rules", contain the most comprehensive Federal requirements applicable to FTA's assistance programs. **Except for grants and cooperative agreements executed prior to December 26, 2014, which shall continue to be subject to 49 CFR parts 18 or 19, 2 CFR Part 1201 adopts 2 CFR Part 200 and supersedes and repeals the requirements of 49 CFR part 18 and 49 CFR part 19.**

5.11.5 **Recipients and Subrecipients that are not States.** As stated in Ch. II 2.a.(1)(b), the Circular applies to third party contractors and subcontractors of all other FTA Recipients and their subrecipients, including regional public transportation authorities that are not a State. Even though a Recipient or subrecipient is not a State, it may use its own procurement procedures, if those procedures conform to applicable Federal law and regulations, including the applicable Common Grant Rule.

5.11.6 **Capital Contracts.** As stated in Ch. II 2.b.(1), the provisions of the Circular apply to most third-party Capital Contracts except Capital Contracts financed entirely without Federal assistance, art, Over-the-Road Bus Accessibility Program, and real property.

5.11.7 **Revenue Contracts.** As stated in Ch. II 2.b.(4), 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. 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.

5.11.8 **Joint Development.** FTA has published Circular C 7050.1-Guidance on Joint Development Circular for guidance on the use of FTA funds or FTA-funded real property for joint development. The Circular

consolidates all FTA guidance on joint development. (Re: Ch. II 2.b.(5)).

5.11.9 **Public-Private Partnerships (PPP's).** As part of FTA's interest in fostering PPPs, FTA is considering which procurement and other requirements may be modified to simplify project implementation, including procurement requirements that are redundant with private sector safeguards, incentives, and obligations. FTA is considering the implications for PPPs that use the following types of contracting delivery arrangements or project delivery systems: Design-Build, Design-Build with a Warranty, Construction Manager at Risk, Design-Build-Operate-Maintain, Design-Build-Finance-Operate, Build-Operate-Transfer, Build-Own-Operate, and Full Delivery or Program Management. For a description of these types of PPPs, see FTA Public-Private Partnership Pilot Program. As a starting point, FTA expects the parties to the PPP to apply the requirements of the Circular to FTA assisted projects they undertake. A PPP Recipient seeking an exception from specific provisions of the Circular should contact the FTA Project Manager. FTA will work with the Recipient to craft processes as necessary to satisfy the statutory and regulatory requirements for competition when FTA assistance is used while preserving the benefits of the innovative contracting strategy proposed to the maximum possible extent. (Re: Ch. II 2.b.(6)).

5.11.10 **Conflicting Federal Requirements.** In accordance with Ch. II 3.c.(2), requirements of various Federal agencies that may be involved in a project will sometimes differ, with the result that FTA expects the Recipient to comply with all those differences. If compliance with all applicable Federal requirements is impossible, the Recipient should notify the FTA Chief Counsel for resolution.

5.11.11 **Waivers.** In accordance with Ch. II 3.d., requests for waivers of Federal requirements should be addressed to the Federal Transit Administrator.

5.11.12 **State and local laws and regulations**. The Common Grant Rules provide that Recipients and subrecipients will use their own procurement procedures that comply with applicable State, local, and Federal laws and regulations. If Federal requirements conflict with State or local requirements, the Recipient should provide written notification promptly to either the FTA Regional Counsel for the region in which the project takes place or the FTA Assistant Chief Counsel for General Law in the case of projects administered by FTA headquarters staff. FTA will work with the Recipient to make appropriate arrangements to proceed with the project. If unsuccessful, then FTA

reserves the right to amend or terminate Federal assistance for the underlying Project. (Re: Ch. II 4.).

5.11.13 **Recipient's Responsibilities.** Ch. III, items 1. through 4., set forth FTA's guidelines for Recipients' responsibilities regarding various elements of the procurement process, including standards of conduct, self-certification, third party contracting capacity, written procurement procedures, solicitations, contract provisions, record keeping, access to records, use of technology, and audits. The County's policies and procedures, along with SPD's guidelines, address all the specified elements.

5.11.14 **Fraud.** As stated in Ch. III 5., 49 U.S.C. Section 5323(l) extends the criminal fraud provisions of 18 U.S.C. Section 1001 to all certificates, submissions, or statements made in connection with any program financed under the Federal transit program. In addition, the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Sections 3801 et seq., and DOT regulations, "Program Fraud Civil Remedies", 49 CFR Part 31, apply to any false or fraudulent statement or claim made under the Federal transit program.

5.11.15 **Ensuring the Most Efficient and Economic FTA Funded Purchase.** Every Solicitation issued by SPD strives to deliver the most efficient and economic purchase. However, FTA 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 and certify to FTA that obtaining the asset by lease is the most cost effective option, in accordance with 49 CFR Part 639 Subpart C-Cost Effectiveness. The estimated 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. Completing the Lease vs. Purchase Analysis for FTA Funded Procurements Form is required.

5.11.16 **Advance Payments.** Pursuant to FTA C4220.1F, IV, 2.b.(5)(b), 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, FTA 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. 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.

5.11.17 **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.

5.11.18 **Progress Payments.** FTA C4220.1F, IV, 2.b.(5)(c) details the requirements for progress payments, defined as 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.

5.11.19 **Socio-Economic Requirements for the Acquisition of Property and Services.** FTA C4220.1F, IV, 2.b.(6)c. lists the Federal laws and regulations imposing socio-economic requirements that may affect specific procurements. The requirements include laws and regulations applicable to labor protections, civil rights, environmental protections, energy conservation, preference for U.S. property-Buy America, shipments of property-U.S. flag requirements, and project travel—use of U.S. flag air carriers.

5.11.20 **Rolling Stock.** FTA C4220.1F, IV, 2.e. lists Federal laws and regulations imposing technical requirements may affect specific rolling stock procurements.

5.12 Federal Housing and Urban Development (HUD) Funding

5.12.1 CFR Part 200 and 24 CFR Part 85.

Federal awards with State, local and Indian tribal governments are subject to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at 2 CFR Part 200. Federal Housing and Urban Development (HUD) awards made prior to December 26, 2014 will continue to be governed by the regulations in effect and codified in 24 CFR Part 85 (2013 edition), or as provided by the terms of the Federal award. Where the terms of a Federal award made prior to December 26, 2014, state that the award will be subject to regulations as may be amended, the Federal award are subject to 2 CFR part 200.

5.12.2 Solicitations for the Department of Housing and Community Development (DHCD).

Every Solicitation for goods and services issued in whole, or in part, for DHCD must include the following attachments:

- ✓ **HUD Instructions to Bidders for Contracts Public and Indian Housing Programs (Form HUD 5369)**. This provision is designed to provide information to prospective Contractors to examine the specifications, drawings, all instructions, and, if applicable, the construction site.
- ✓ **HUD Representations, Certifications and Other Statements of Bidders for Public and Indian Housing Programs (HUD Form 5369-A)**. This provision is designed to provide HUD with a certified report of all previous participation in relevant HUD programs by parties submitting a bid.
- ✓ **HUD Instructions to Offerors Non-Construction (Form HUD-5369-B)**. This provision is designed to provide information to prospective Contractors about the solicitation stage of the procurement process. Terms and conditions that apply to an awarded contract are referred to as contract clauses. Form HUD-5369-B contains provisions to be included in all solicitations for non-construction work.
- ✓ **General Conditions for Non-Construction Contracts Section I – (With or without Maintenance Work) (Form HUD-5370-C)**. This form is applicable to any contract agreement entered into between Miami-Dade County, as represented by DHCD, and the successful offeror(s). Form HUD-5370-C includes clauses required by 24 CFR 85.36(i) necessary for non-construction contracts with or without Maintenance (Section I) and with Maintenance (Section II).

5.13 Federal Aviation Administration (FAA) Funding

Solicitations for goods and/or services funded in whole or in part by the FAA must include the following provisions exactly as shown.

5.13.1 NON-AIP CONTRACTS (GENERAL/GOODS&SERVICES)

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Acts of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

5.13.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

5.13.3 **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or

negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

5.13.4 SOLICITATION REQUIRED LANGUAGE

Title VI Solicitation Notice:

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select

businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

SECTION 6: ARCHITECTURAL AND ENGINEERING (A&E) AND DESIGN BUILD

6.1 Introduction

§ 287.055, Fla. Stat. (Acquisition of Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services; Definitions; Procedures; Contingent Fees Prohibited; Penalties), known as the Consultants' Competitive Negotiation Act (CCNA), governs the acquisition of architecture, professional engineering, landscape architecture, or registered surveying and mapping in the State of Florida and sets forth the procedures for the procurement of these services. Section 2-10.4 of the Code (Acquisition of Professional Architectural, Engineering, Landscape Architectural or Land Surveying and Mapping Services) complements the Florida Statute with the County's policies. In addition, County Implementing Order 3-39 (Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting) sets forth the County's guidelines for the acquisition of these services.

6.2 Architectural and Engineering Solicitations

SPD's A&E Unit manages the procurement process for three types of Solicitations:

- **Architectural and Engineering Services**. Contracts for professional architectural, engineering, landscape architecture, land surveying and mapping services, as defined by the CCNA.
- **Design-Build Services.** A single contract with a Design-Build Firm for the design and construction of a public construction project.
- **Construction Manager at Risk (CM@R).** A single contract with a Construction Manager (CM) hired early in the design phase to oversee a project's construction. The CM is responsible for the project's construction within a Guaranteed Maximum Price (GMP).

6.3 Competitive Selection Committee (CSC)

A committee appointed by the Mayor to evaluate qualifications and performance of Firms requesting consideration for a specific project and to select the most qualified Firm(s) to perform the services. County Implementing Order 3-34 - Formation and Performance of Competitive Selection Committees establishes procedures for the creation and performance of CSC's.

CSC members are expected to:

- have attended the Competitive Selection Committee Workshop to be knowledgeable of a member's role and responsibilities, and the pertinent legislation (including Florida's Government in the Sunshine laws, the County's Conflict of Interest and Code of Ethics Ordinance, and County

procurement rules and regulations),

- submit an executed Neutrality Affidavit and a copy of his or her resume upon request,
- be available for required meetings, and
- review and evaluate proposals as prescribed.

SPD will provide the following documents to each CSC member assigned to a project:

- Notification of CSC Required Services,
- Copy of CSC Appointment Memorandum,
- Neutrality Affidavit,
- List of Respondents,
- Copy of Cone of Silence legislation,
- NTPC or RDBS, including addenda,
- Proposals received,
- Evaluation Instructions, and
- Evaluation Sheets.

6.4 A&E Services Selection Process

6.4.1 **Pre-Advertisement.** The Client Department prepares a Request to Advertise for Professional Services (RTA) and ensures that funding is available. SPD provides advice regarding different project delivery methods, makes recommendations to the Client Department on contracting strategies, and reviews and approves the RTA for the Scope of Work, criteria, and pertinent information to be incorporated in the Solicitation documents(s) for public advertisement. Pursuant to Section 2-10.4.01 of the Code (Small Business Enterprise Architecture and Engineering Program), the project's relevant data is submitted to the County's Office of Small Business Development to establish project measures. The Solicitation draft is published in SPD's Future Solicitations for two weeks to gather information and comments from prospective offerors.

6.4.2 **Advertisement.** Solicitation notifications are forwarded electronically to all Consultants that have indicated they are pre-qualified with Miami-Dade County, or able to provide construction services, and have included a valid e-mail address in their INFORMS online profile. SPD prepares a public announcement for publication in a newspaper(s) of general circulation and/or in the County's Legal Ads and Public Notices website. The public announcement contains information about obtaining the Solicitation document, inclusive of the Scope of Services for the project, and the procedures to be followed by any Firm wishing to be considered. The Solicitation, with all pertaining documents, will be available through INFORMS.

6.4.3 **Pre-Qualification Certification (PQC).** All Firms providing Professional Services are required to be prequalified and technically certified by the County. Proposers must have an active PQC status at the time of negotiation and at Contract award recommendation. Technical Certification (TC) is required for Firms providing Professional Services, by the proposal submittal deadline, evaluation, negotiation, and if selected, at the time of Contract award, and throughout the effective term of the Contract. If at the proposal submittal deadline, a Proposer and its Subconsultants do not have the required TC, the proposal will be deemed non-compliant with the Solicitation requirements and will not advance to the next step of the process. Client departments are responsible for verifying PQC/TC compliance at the time of Contract award and throughout the effective term of the Contract.

6.4.4 **First-Tier Evaluation**. The First-Tier evaluation process evaluates experience and qualifications. Each CSC member reviews the proposals and completes his or her evaluation sheet for each proposer and SPD staff will apply certain points. Evaluations and scoring are based on the first-tier evaluation criteria in County Implementing Order 3-39.

6.4.5 **Second-Tier Evaluation.** Selections will proceed to this evaluation unless the Solicitation is for work to be assigned through individual work orders for engineering Contracts with a value of less than $5 million, the Solicitation is for work to be assigned through individual work orders for architecture Contracts with a value of less than $2 million, or the CSC waives this evaluation by a majority vote when the Solicitation allows a two-tier selection process. Under these circumstances, the selection shall be based on the results of the First-Tier evaluation only. The Second-Tier meeting provides the opportunity for shortlisted Firms identified at the First-Tier selection, to present additional information during an oral presentation based on the criteria set forth in County Implementing Order 3-39. A question-and-answer period may also be involved. Furthermore, the CSC may request supplemental written information prior to or in lieu of oral presentations. The CSC assigns up to 95 points and SPD assigns up to an additional 15 points based on the criteria set forth in County Implementing Order 3-39. The oral presentation schedule will be based on the reverse order of the First Tier's final ranking of the Firms.

At the conclusion of the evaluations, the CSC recommends to the Mayor, in order of preference, the most highly qualified respondents.

6.4.6 **Negotiations.** Conducted by a negotiation team of individuals experienced and knowledgeable of the subject matter. Selected by the Client

Department and/or the SPD Director. Upon successful negotiation of a Professional Services Agreement(s), SPD will assist the Client Department by preparing an award recommendation.

6.4.7 **Contract Award.** Upon successful negotiation of a Professional Services Agreement, the Contract Award Recommendation is submitted to the appropriate BCC committee for approval and subsequent submission to the BCC, or the Mayor or her designee.

6.5 Design-Build Selection Process

6.5.1 **Pre-Advertisement.** The Design Criteria Package is prepared by a Design Criteria Professional meeting the requirements defined by the CCNA. The A&E Unit reviews the project's terms and conditions, scope, competition opportunities, and experience and qualifications requirements. Pursuant to Section 2-10.4.01 of the Code (Small Business Enterprise Architecture and Engineering Program), the project's relevant data is submitted to the County's Office of Small Business Development for consideration to establish project measures or set-aside, as deemed appropriate. The Client Department prepares a Request to Advertise for Professional Services (RTA) and ensures that funding is available. The Solicitation draft is published in SPD's Future Solicitations for two weeks to gather information and comments from prospective offerors.

6.5.2 **Advertisement.** The Request for Design-Build Services (RDBS) , with all pertaining documents, may be obtained through INFORMS. Additionally, all A&E Solicitations are advertised in the County's Legal Ads and Public Notices.

6.5.3 **Step 1 Evaluation**. Proposals are submitted with price proposals in sealed envelopes. Prices will only be opened and considered for Firms advancing to Step 2. The CSC evaluates the qualifications of the Design-Build teams that submitted proposals based on the Step 1 evaluation criteria. Each CSC member reviews the proposals and completes his or her evaluation sheet for each proposer and SPD staff will apply certain points. Evaluations and scoring are based on the evaluation criteria in County Implementing Order 3-39. Usually, the CSC will attempt to qualify at least three responsive Firms to advance to Step 2.

6.5.4 **Step 2 Evaluation**. Proposals are evaluated based on the criteria set forth in County Implementing Order 3-39, which includes design and construction approach, ability to provide services within time and budget, and price. The CSC assigns up to 80 points and SPD staff assigns up to an additional 30 points. At the conclusion of the evaluation, scores will be totaled to yield the total Qualitative Points. The respondents will be

ranked numerically based on the highest total qualitative score first. Prior to finalizing the Step 2 Final rankings, the price proposals and bid bonds will be read into the record and factored into the ranking per the evaluation criteria.

6.5.5 **Negotiations.** After evaluations are completed, the CSC shall recommend to the Mayor or designee, in order of preference, the three highest ranked respondents deemed to be the most qualified. SPD will schedule, coordinate, and lead negotiations with support from the Client Department. The Mayor or designee will select a team of personnel, also referred to as the negotiation team. The Client Department and/or Chief Procurement Officer/SPD Director may recommend specific individuals who are experienced and knowledgeable with the subject matter to be part of the negotiations. Upon successful negotiation of a Design-Build Contract, SPD will assist the Client Department by preparing an award recommendation.

6.5.6 **Professional Services Agreement Award**. Upon award approval by the Board, Mayor or designee, the award recommendation will be filed with the Clerk of the Board, and the Client Department will notify the County's Office of Small Business Development to remove the project from the Cone of Silence Report.

6.6 Equitable Distribution Program (EDP)

The Equitable Distribution Program (EDP) establishes a structured process to procure and distribute A&E assignments to eligible participants. The EDP Registration is open to all A&E consultants that hold a valid PQC/TC. Once registered, firms be will be issued an EDP-Professional Services Agreement which is a Continuing Contract for Professional Services entered into in accordance to the CCNA whereby a professional architectural, engineering, landscape architectural, or surveying and mapping Firm provides Professional Services for projects in which the estimated construction cost of each individual project under the Contract does not exceed $7.5 million, for study activity the fee for Professional Services for each individual study under the Contract does not exceed $500,000, or for work of a specified nature as outlined in the contract required by the agency, or such cost limits as amended in the CCNA. Cost limits will be adjusted annually, to be effective each July 1st, by the Florida Department of Management Services. The adjustments will be in accordance with changes in the CPI Index for All Urban Consumers, as issued by the U.S. Bureau of Labor Statistics. Continuing Contracts have a fixed term with no time limitation except that the Contracts must provide a termination clause. Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another. An active PQC/TC status is a requirement for work assignment under EDP. The PQC/TC status shall be active prior to the work assignment and

throughout the duration of the assigned services. The County's Office of Small Business Development is responsible for the implementation and administration of this program. The Mayor or his/her designee has the delegated authority to award EDP Professional Service Agreements to eligible participants.

SECTION 7: VENDOR GUIDE

7.1 Introduction

This Section provides the vendor community with information to enable maximum participation in the County's procurement process. The County values vendors as strategic partners that contribute to effective and efficient delivery of goods and services for County residents.

7.2 Ethics

Vendors doing business with the County are expected to comply with the County's Conflict of Interest and Code of Ethics Ordinance.

Vendors shall:

- promptly disclose any conflicts of interest,
- observe SPD's no gift policy,
- not influence or attempt to influence any County employee in his or her official capacity in any manner which might tend to impair his or her objectivity or independence of judgment,
- not cause or influence, or attempt to cause or influence, any County employee to use, or to attempt to use, his or her official position to secure unwarranted privileges or advantages for the vendor or any other person or entity, and
- report any illegal and/or unethical behavior.

Vendors are expected to:

- compete fairly,
- not engage in anti-competitive practices (e.g., collusion, bid rigging and price fixing),
- report fraud and anti-competitive practices,
- treat all people including employees and subcontractors, the public and the County's staff with respect,
- demonstrate commitment to fairness and inclusion,
- comply with Federal, State and local laws prohibiting discrimination and harassment,
- comply with Federal, State and local laws relating to health and safety and record keeping,
- protect the County's property, physical assets and proprietary information, and
- perform in accordance with the terms and conditions of awarded contracts.

The County aims to operate ethically to preserve public trust and achieve the highest standards of integrity and requires vendors to operate in the same manner.

7.3 INFORMS, Enterprise Resources Planning (ERP) System

The County has implemented INFORMS, an enterprise resource planning system that provides free online procurement services to vendors.

Vendors can use INFORMS to:

- register as a County vendor,
- receive notices of contracting opportunities,
- search for contracting opportunities,
- submit bids and proposals electronically,
- search for awarded contracts, and
- view purchase orders, invoice status and payment information.

Visit **https://supplier.miamidade.gov** to view and navigate the County's INFORMS Supplier Portal.

7.4 Vendor Registration

To promote competition and maximize efficiency, the County continuously strives to increase its sources of supply. The INFORMS Supplier Portal acts as the window through which potential vendors may register with the County. 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 registering as a County vendor is not required to participate in County contracting opportunities, it is a condition for award of any County contract.

Completing the Vendor Registration avoids delays if the vendor is recommended for contract award and places the vendor on the list of Miami-Dade County Registered Vendors. This list is used by all County departments, including SPD, to obtain quotes for goods and services, and to gather information from prospective vendors when a future Solicitation is being prepared.

The County's vendor registration process consists of two parts. Part 1 of the registration is a fully automated process where vendors provide company information, including the company's name, tax identification number, contact information, and address. Once completed, an email is provided with login information to complete Part 2 of the registration. Completion of Part 1 registration provides vendors with access to view and respond to the County's contracting opportunities. Part 2 of the registration process requires vendors to affirm the County's Uniform Affidavit Package and upload documents pertaining to their companies. These documents include the local business tax receipt (if the company has a physical address in Miami-Dade County), the certificate of corporation, the W-9 and 147c forms with current business name and EIN, or any other preprinted IRS form identifying the business name and EIN. To be awarded a contract with the County, a company must complete both parts of the registration process.

SPD, through its Vendor Outreach and Support Services (VOSS) Section, manages the vendor registration process. This responsibility includes initial registrations, and any profile updates, re-registrations necessitated by corporate name changes or corporate entity acquisitions. For vendor registration questions or concerns, please contact VOSS at (305) 375-5773, or email ISD-VSS@miamidade.gov.

Visit https://supplier.miamidade.gov to access and complete the County's online vendor registration.

7.5 Insurance Requirements

The County does not have standard insurance requirements as each contract carries its own risk. The County evaluates the risks associated with each procurement and develops insurance requirements to address identified risks. Generally, the County's minimum insurance requirements consist of the following:

- Worker's Compensation Insurance for all employees of the Contractor as required by Ch. 440, Fla. Stat. Failure to maintain such insurance throughout the term of the Contract shall be a cause for debarment under Section 10-38 of the Code.
- Commercial General Liability Insurance in an amount not less than $300,000 per occurrence, and $600,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Work, in an amount not less than **$300,000** combined single limit per occurrence for bodily injury and property damage.

Insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

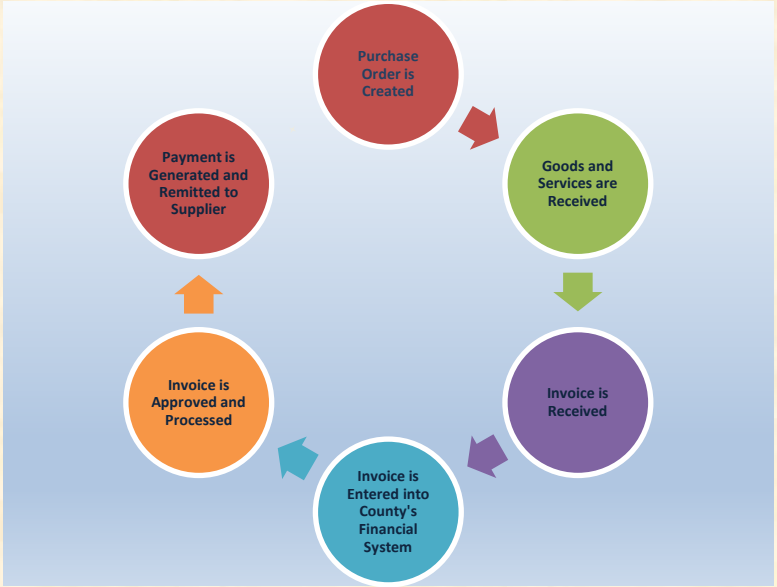
Visit Vendor Insurance (miamidade.gov) for additional information about the County's insurance requirements.

7.6 Vendor Payments

Vendors doing business with the County can obtain payment information at Look Up Invoices and Payments for County Vendors.

7.6.1 Invoices. Proper Invoices can be submitted via e-mail to invsubp@miamidade.gov. Upon receipt of an invoice, an auto-reply e-mail will be sent to the sender confirming receipt. A proper invoice must be legible and, at a minimum, contain the following information: complete vendor name, remit to address, unique invoice number and valid purchase order number (when applicable), invoice date, detailed description of goods/services billed, unit price, total amount, quantity of goods or services ordered and received, and name and address of the County department being billed. No payments will be made without a proper invoice or prior to the receipt and acceptance of the goods and/or services by authorized County representatives.

7.6.2 **Process Flow for Accounts Payable**



7.6.3 **Payment Methods.** Payment methods include:

- ✓ Check
- ✓ Automatic Clearing House (ACH) Transfer
- ✓ AP Control/E-Payables

7.6.4 **Important Email Addresses**

FIN-APCR@miamidade.gov (Finance Accounts Payable Compliance Resolution)

FIN-APSM@miamidade.gov (Supplier Maintenance Team/Supplier Profile Updates)

FIN-IWAIR@miamidade.gov (Captiva Resolution Group/Confirmation of Invoice Receipt)

7.7 Vendor Academy

Training and support resources are provided by SPD to vendors through the Vendor Academy, a customized educational platform designed to inform vendors of the County's procurement opportunities, processes, and programs. Vendor Academy offerings include:

- Virtual instructor-led procurement workshops.
- Training videos in English, Spanish, and Creole on the County's procurement processes, programs, and INFORMS Supplier Portal.
- In-person and virtual Commission district vendor workshops and outreach events.
- Monthly onboarding events help registered vendors understand the County's government structure and navigate certain County processes.
- Monthly vendor online forums provide prompt responses to concerns or issues.
- Vendor registration bootcamps.

Visit Vendor Academy (miamidade.gov) for additional information about the Vendor Academy.

7.8 Helpful Links

Awarded Contracts:
https://supplier.miamidade.gov/psp/EXTSUPP/SUPPLIER/ERP/c/MD_SSI105.MD_AWRD_CNTRCT.GBL?

Future Solicitations:
https://www.miamidade.gov/apps/isd/StratProc/Home/FutureSolicitations

Construction Solicitations:
https://www.miamidade.gov/apps/isd/StratProc/Home/CurrentSolicitations

Award Recommendations for contracts between $25,000.01 and $250,000.00:
https://www.miamidade.gov/apps/ISD/stratproc/Home/AwardRecommendations

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

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

Invitation to Bid – Terms and Conditions:
http://www.miamidade.gov/procurement/itb-terms-conditions.asp

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

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

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

Government-In-The-Sunshine Manual (2024 Edition):
https://www.myfloridalegal.com/sites/default/files/2024-government-in-the-sunshine-manual-web.pdf

NIGP Website:
https://www.nigp.org/

SECTION 8: LEGISLATION, POLICIES, AND DIRECTIVES

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

8.1 Acronyms and Abbreviations

Acronym or Abbreviation	Term	Meaning
AO	Administrative Order	A set of rules that establish operating methods and administrative procedures, and/or delineate organizational responsibilities for identified procedures, for County departments under the authority of the Mayor.
CFR	Code of Federal Regulations	The codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government. It is divided into 50 titles that represent broad areas subject to Federal regulation.
IO	Implementing Order	Implementing Orders establish specific BCC legislation or policies that fall under their authority, including fees departments charge to the public. Implementing Orders are submitted to the BCC to accept, amend, or reject.
Pub.L.	Public Law	Most laws passed by the U.S. Congress are public laws. Public laws affect society as a whole. Public laws citations include the abbreviation, Pub.L., the Congress number (e.g. 107), and the number of the law. For example: Pub.L. 107-006.
Res.	Resolution	A policy developed by the Mayor, a BCC member, or a County department and presented to the BCC for adoption. Unlike an Ordinance, a Resolution requires only one reading before adoption.
U.S.C.	United States Code	The United States Code is a consolidation and codification by subject matter of the general and permanent laws of the United States. It is prepared by the Office of the Law Revision Counsel of the United States House of Representatives.

8.2 Federal	
Federal Reference	**Title**
2 CFR Part 180	OMB Guidance for Agencies On Governmentwide Debarment and Suspension (Nonprocurement)
2 CFR Part 184	Buy America Preferences for Infrastructure Projects
2 CFR Part 200	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2 CFR §200.214	Suspension and Debarment
2 CFR §200.216	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
2 CFR §200.318	General Procurement Standards
2 CFR §200.319	Competition
2 CFR §200.320	Methods of Procurement to Be Followed
2 CFR §200.321	Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
2 CFR §200.322	Domestic Preferences for Procurements
2 CFR §200.323	Procurement of Recovered Materials
2 CFR §200.324	Contract Cost and Price
2 CFR §200.325	Federal Awarding Agency or Pass-Through Entity Review
2 CFR §200.326	Bonding Requirements
2 CFR §200.327	Contract Provisions
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards	Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
2 CFR §200.334	Retention Requirements for Records
2 CFR §200.335	Request for Transfer of Records
2 CFR §200.336	Methods for Collection, Transmission, and Storage of Information
2 CFR §200.337	Access to Records
2 CFR §200.338	Restrictions on Public Access to Records

8.2 Federal	
Federal Reference	**Title**
2 CFR 200.471	Telecommunications and Video Surveillance Costs
2 CFR Part 1201	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2 CFR Part 3000	Nonprocurement Debarment and Suspension
23 CFR	Highways
23 CFR 172	Procurement, Management, and Administration of Engineering and Design Related Services
24 CFR Part 85	Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments
24 CFR Part 146	Nondiscrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance
29 CFR Part 3	Contractors and Subcontractors on Public Building or Public Works Financed in Whole or In Part by Loans or Grants from the U.S.
29 CFR Part 5	Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)
29 CFR Part 1910	Occupational Safety and Health Standards
37 CFR Part 401	Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements
41 CFR §60	Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor
44 CFR Part 18	New Restrictions on Lobbying
48 CFR 3.8	Limitations on the Payment of Funds to Influence Federal Transactions
48 CFR 31	Contract Cost Principles and Procedures
49 CFR	Transportation
49 CFR Part 21	Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964

8.2 Federal	
Federal Reference	**Title**
49 CFR Part 23	Participation of Disadvantaged Business Enterprise in Airport Concessions
49 CFR Part 26	Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs
17 U.S.C. §102	Subject Matter of Copyright: In General
18 U.S.C. §874	Kickbacks From Public Works Employees
23 U.S.C. 112	Letting of Contracts
29 U.S.C. Chapter 8 (§§201-219)	Federal Fair Labor Standards (FLSA) (U.S. Dept. of Labor Wage & Hour Div. Guidance)
29 U.S.C. §206(d)	Prohibition of Sex Discrimination
31 U.S.C. §38	Administrative Remedies for False Claims and Statements
31 U.S.C. §1352	Limitation On Use of Appropriated Funds To Influence Certain Federal Contracting and Financial Transactions. Byrd Amendment.
33 U.S.C. §§1251-1387	Water Pollution Prevention and Control (The Clean Water Act Summary)
40 U.S.C. 1101-1104	Selection of Architects and Engineers
40 U.S.C. §§3141-3144 & §§3146-3148	The Davis-Bacon Act
40 U.S.C. §3702	Work Hours
40 U.S.C. §3704	Health and Safety Standards In Building Trades and Construction Industry
42 U.S.C. Ch. 76 §§6101-6107	Age Discrimination In Federally Assisted Programs
42 U.S.C. §6321	State Energy Conservation Plans
42 U.S.C. 6962	Federal Procurement
42 U.S.C. Ch. 85 §§7401-7671q	Air Pollution Prevention and Control (Clean Air Act Summary)
FEMA Policy 405-143-1	Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services
FTA Circular	Third Party Contracting Guidance

8.2 Federal	
Federal Reference	**Title**
4220.1F	
Pub.L. 89–272 Section 6002	Solid Waste Disposal Act
Pub.L. 101-336	Americans with Disabilities Act of 1990
Pub.L. 104-191	Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Pub.L. 115-232 Section 889(b)	John S. McCain National Defense Authorization Act for Fiscal Year 2019

8.3 State of Florida Statutes	
State Reference	**Title**
§28.47	Recording Notification Service
§50.0311	Publication of Advertisements and Public Notices on a Publicly Accessible Website and Governmental Access Channels
§112.061	Per Diem and Travel Expenses of Public Officers, Employees, and Authorized Persons; Statewide Travel Management System
§112.3145	Disclosure of Financial Interests and Clients Represented Before Agencies
§119.01	General State Policy on Public Records
§119.021	Custodial Requirements; Maintenance, Preservation, and Retention of Public Records
§119.0701	Contracts; Public Records; Request for Contractor Records; Civil Action
§119.071	General Exemptions From Inspection or Copying of Public Records
§119.0713	Local Government Agency Exemptions From Inspection or Copying of Public Records
§125.045	County Economic Development Powers
§215.4725	Prohibited Investments by the State Board of Administration; Companies that Boycott Israel
§215.473	Divestiture by the State Board of Administration; Sudan; Iran
§218.077	Wage and Employment Benefits Requirements by Political Subdivisions; Restrictions

8.3 State of Florida Statutes	
State Reference	**Title**
§218 Part VII (§§218.70 – 218.80)	Local Government Prompt Payment Act
§255.05	Bond of Contractor Constructing Public Buildings; Form; Action by Claimants
§255.065	Public-Private Partnerships
§255.0992	Public Works Projects; Prohibited Governmental Actions
§255.0993	Public Works Projects; United States-Produced Iron and Steel Products
§255.103	Construction Management or Program Management Entities
§286.011	Public Meetings and Records; Public Inspection; Criminal and Civil Penalties Florida's Government in the Sunshine Law, commonly referred to as the Sunshine Law
§286.0113	General Exemptions from Public Meetings
§287.001	Legislative Intent (Public Procurement)
§287.012	Procurement of Personal Property and Services
§287.017	Purchasing Categories, Threshold Amounts
§287.055	Acquisition of Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services; Definitions; Procedures; Contingent Fees Prohibited; Penalties (Consultants' Competitive Negotiation Act/CCNA)
§287.057	Procurement of Commodities or Contractual Services
§287.05701	Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting
§287.0935	Surety Bond Insurers
§287.133	Public Entity Crime; Denial or Revocation of the Right to Transact Business with Public Entities
§287.134	Discrimination; Denial or Revocation of the Right to Transact Business with Public Entities
§287.1346	Provision of Commodities Produced by Forced Labor; Denial or Revocation of the Right to Transact Business with Agencies

8.3 State of Florida Statutes	
State Reference	**Title**
§287.135	Prohibition Against Contracting with Scrutinized Companies
§287.137	Antitrust Violations; Denial or Revocation of the Right to Transact Business with Public Entities; Denial of Economic Benefits
§287.138	Contracting with Entities of Foreign Countries of Concern Prohibited
§295.187	Florida Veteran Business Enterprise Opportunity Act
§316.0077	Camera Systems; Contract Procurement
§316.0078	Prohibition on Contracting for Camera Systems of Vendors of Foreign Countries of Concern
§316.0083	Mark Wandall Traffic Safety Program; Administration; Report
§332.0075	Commercial Service Airports; Transparency and Accountability; Penalty
§440	Workers' Compensation
§448.07	Wage Rate Discrimination Based On Sex Prohibited
§448.077	Preemption of Employee Scheduling Regulation
§448.095	Employment Eligibility (E-Verify System)
§448.106	Workplace Heat Exposure Requirements
§471.023	Qualification of Business Organizations (Engineering)
§481.219	Qualification of Business Organizations (Architecture)
§481.319	Corporate and Partnership Practice of Landscape Architecture
§489.119	Business Organizations; Qualifying Agents
§787.06	Kidnapping; Custody Offenses; Human Trafficking; and Related Offenses
§908.111	Prohibition Against Governmental Entity Contracts with Common Carriers; Required Termination Provisions
Title X §119	Public Records

8.4 County Home Rule Charter (Charter)	
Reference	**Subject**
The Home Rule Amendment and Charter (as amended through November 8, 2022)	County Government

8.5 Miami-Dade County Code of Ordinances (Code)	
Code Reference	**Title**
Sec. 2-1	Rules of Procedure of County Commission
Sec 2-1 (Part 5)	Rules of Procedure of County Commission. (Part 5. Conduct of Meetings; Agenda)
Sec. 2-2.1	Use of the North American Industry Classification System (NAICS) by County Departments
Sec. 2-8.1	Contracts and Purchases, Generally
Sec. 2-8.1(b)(2)	Legacy Purchases
Sec. 2-8.1(b)(3)	Procedures for Purchases When Competitive Procedures Are Not Practicable
Sec. 2-8.1(b)(5)	Procedures for Prequalification Pools for the Purchase of Goods and Services
Sec. 2-8.1(d)	Disclosure Required of Contractors and Entities Transacting Business with Miami-Dade County
Sec. 2-8.1(g)	Bidder's or Proposer's Performance
Sec. 2-8.1(h)9(ii)	Prohibitions for County Contracting with Individuals and Entities Who Are in Arrears to the County
Sec. 2-8.1.1	Bids from Related Parties and Bid Collusion for the Purchase of Goods and Services, Leases, Permits, Concessions, and Management Agreements (Bid Collusion)
Sec. 2-8.1.1.1	Taping of Selection Committee and Negotiation Committee Proceedings Required
Sec. 2-8.1.4	Sherman S. Winn Prompt Payment Ord.
Sec. 2-8.1.6	Program for Expedited Purchasing
Sec. 2-8.2.5	Aviation Department Procurement
Sec. 2-8.2.6	Public-Private Partnerships; Unsolicited Proposals

8.5 Miami-Dade County Code of Ordinances (Code)	
Code Reference	**Title**
Sec. 2-8.2.6.1	Buy American Iron and Steel Products Procurement Program
Sec. 2-8.2.6.2	Cybersecurity and Information Technology Procurement and Protection Program
Sec. 2-8.2.10	Procurement Policy as to Contracts Related to Projects Funded in Whole or in Part by Building Better Communities General Obligation Bond Program Funds
Sec. 2-8.2.11	Water and Sewer Department Contracting Authority
Sec. 2-8.2.12	Miami-Dade Water and Sewer Department Consent Decree and Capital Improvement Programs Acceleration Ord.
Sec. 2-8.3	Mayor's Recommendation
Sec. 2-8.4	Protest Procedures
Sec. 2-8.4.1	Penalties for Contractors Attempting to Meet Contractual Obligations with the County Through Fraud, Misrepresentation or Material Misstatement
Sec. 2-8.9	Living Wage Ordinance for County Service Contracts and County Employees
Sec. 2-8.10	User Access Program (UAP)
Sec. 2-8.11.	Paid Sick Leave Requirement for County Service Contracts
Sec. 2-10.1	Joint Purchases by County and Quasi-Governmental Entities Surcharges
Sec 2-285(3)	County Manager's Authority As To Contracts For The Aviation Department
Sec. 2-285.2	Acceleration of Miami-Dade Aviation Dept. Capital Improvement Projects
Sec. 2-10.4	Acquisition of Professional Architectural, Engineering, Landscape Architectural or Land Surveying and Mapping Services
Sec. 2-10.6	Competitive Bidding Requirement for All County Bond Transactions
Sec 2-10.7	Sales Tax Exemption Program
Sec. 2-11	Outside Employment by County Employees
Sec. 2-11.1	Conflict of Interest & Code of Ethics

8.5 Miami-Dade County Code of Ordinances (Code)	
Code Reference	**Title**
Sec. 2-11.1(e)	Conflict of Interest & Code of Ethics; Gifts
Sec. 2-11.1(i)	Conflict of Interest & Code of Ethics; Financial Disclosure
Sec. 2-11.1(p)	Recommending Professional Services
Sec. 2-11.1(s)	Conflict of Interest & Code of Ethics; Principal and Lobbyist Registration
Sec. 2-11.1(t)	Conflict of Interest & Code of Ethics; Cone of Silence
Sec. 2-11.15	Works of Art in Public Places
Sec. 2-11.16	County Construction Contracts
Sec. 2-70 & Sec. 2-71	Duties and Powers of the Property Appraiser; & Applicability of County Ordinances to the Property Appraiser
Sec. 2-481	Access to Information
Sec. 2-1076	Office of the Inspector General
Sec. 2-1077	Authorizing Commission on Ethics and Public Trust to Enforce the Public Service Honor Code
Sec. 8-31	Local Technical Amendments to Florida Building Code
Sec. 9-71 through Sec. 9-75	Sustainable Buildings Program
Sec. 10-38	Debarment of Contractors from County Work
Sec. 11A-1 through Sec. 11A-52	Discrimination
Sec. 11A-60 through Sec. 11A-67	Domestic Leave
Sec. 18A	Miami-Dade County Landscaping Ordinance
Sec. 18C	Miami-Dade County Ordinance for Florida-Friendly Fertilizer Use on Urban Landscapes
Sec. 21-255 through Sec. 21-266	False Claims Ordinance
Sec. 22-1 through Sec. 22.7	Wage Theft

8.5 Miami-Dade County Code of Ordinances (Code)	
Code Reference	**Title**
Sec. 26 Rule 36	Prohibition Regarding Sale or Use of Polystyrene Food-Service Articles in Parks and Park Property
Sec. 29-121	Sales Surtax Levied
Sec. 29-124	Citizens' Independent Transportation Trust (CITT)
Sec. 30-39-30-506	Traffic and Motor Vehicles

8.6 Administrative and Implementing Orders	
No.	**Title**
AO 2-2	Request for Legal Opinion
IO 2-13	Guidelines and Procedures Regarding Legal Opinions with Respect to County Competitive Processes
IO 3-9	Accounts Receivable Adjustments
AO 3-11	Art in Public Places Program Implementation and Fund
AO 3-19	Prompt Payment
AO 3-20	Independent Private Sector Inspector General (IPSIG) Services
IO 3-21	Bid Protest Procedures
AO 3-23	Anti-discrimination in Contracting, Procurement, Bonding, and Financial Services Activities
IO 3-24	Responsible Wages and Benefits for County Construction Contracts
AO 3-25	Surcharge Fee on Municipalities and Quasi-Governmental Entities Utilizing Joint Purchase Provisions for the Purpose of Procuring Goods and Services
AO 3-26	Establishing the Threshold and Guidelines for Feasibility and Value Analysis/Engineering VA/E Studies for Miami-Dade County Construction Projects
AO 3-27	Cone of Silence
AO 3-29	Prohibiting County Contracting with Individuals and Entities Who Are in Arrears to the County
IO 3-30	Living Wages Requirement for County Service Contracts
IO 3-34	Formation and Performance of Competitive Selection Committees
AO 3-35	Purchasing Card Program

8.6 Administrative and Implementing Orders	
No.	**Title**
IO 3-37	Community Workforce Program
IO 3-38	Master Procurement IO
IO 3-39	Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting
AO 3-42	Evaluation and Suspension of Contractors and Consultants
IO 3-55	Green Business Certification Program
IO 3-56	Procurement of the Office of the Miami-Dade County Property Appraiser
IO 3-61	Residents First Training and Employment Program
AO 3-63	Employ Miami-Dade Program
AO 3-65	Unsolicited Proposals
IO 3-66	Paid Sick Leave Requirement for County Security Service Contracts
AO 3-67	Operating Procedures for Purpose Driven Procurement
IO 3-68	Use of Locally Headquartered Businesses for the Performance of Professional, Architectural, Landscape Architectural, Engineering, or Surveying and Mapping Services
AO 4-48	Fees Charged to the Public for Examining and Duplicating Records
AO 6-1	Travel on County Business
IO 7-7	Policies and Procedures Establishing a Public Service Honor Code for Elected and Appointed County Officials and County Employees
AO 7-24	Records Management Program
IO 8-3	Special Events Permits in Park and Recreation Facilities
IO 8-8	Sustainable Buildings Program
AO 10-10	Duties and Responsibilities of County Departments for Compliance with the Americans with Disabilities Act (ADA)
IO 10-13	Public Involvement Plan
AO 11-3	Life Cycle Costing Procedure

8.7 Other Procurement Related Policies and Directives	
Res. No.	**File Name**
R-1574-88	Tie Bids
R-1403-97	County Construction Contracts Submitted Late
R-937-98	Clearing House for Notice of Job Opportunities
R-1236-99	Report Intergovernmental Activity by Co. at State & Fed Level
R-182-00	Compliance with ADA and Other Laws
R-185-00	Domestic Violence Leave Requirements are A condition of Award
R-531-00	Prohibition On Contracting with Individuals In Arrears
R-744-00	Engagement of Critical Personnel in Contracts For Architectural and Engineering Landscape Architectural, And Lands Surveying Services
R-234-01	Negotiate Changes in Contracts, Permits & Concessions
R-1302-02	Local Developing Business Program F/ GASP
R-273-05	Public Involvement Planning
R-1204-05	Evaluate In-House Capabilities Before Contracting W/Outside
R-130-06	Reso Amending Reso. R-1198-05
R-841-06	Deadline for Award of Successor Contracts
R-1038-06	Specify Dollar Amount of Contract In Title
R-148-07	Include Labor Peace Agreement
R-1431-08	Participation in “Cool Counties” Goals and Objectives
R-228-09	Government Electric Energy Consumption
R-734-09	Total Cost of the Contract Including Options to Renew
R-749-09	Direct Mayor to Notify BCC When Waives Breach of Contract
R-869-09	Collect Data on the Race and Gender
R-1386-09	CSBD Program
R-138-10	Contracts to Include Mandating Scope of Work
R-1103-10	Energy-Efficient Reflective Roofs or Green Roofs
R-98-12	Better Prices on Option to Renew

8.7 Other Procurement Related Policies and Directives	
Res. No.	**File Name**
R-187-12	Include Due Diligence Info Mayor's Memo for Contract Awards
R-395-12	Adding Vendors to “Open Pool Contracts”
R-478-12	“Pink Slime” in Food
R-716-12	Certified SBE, CBE-A/E, CSBE, DBE and ACDBE Firms
R-795-12	United States Department of Energy’s Better Building Challenge
R-918-12	Electricity Master Plan
R-454-13	Bring Emergency Contract Ratification to BCC Within 120
R-755-13	Checks Made Payable to Miami-Dade
R-451-14	Infrastructure Projects to Consider Sea Level Rise
R-449-14	Conduct Background Checks on Selection Committee Members
R-140-15	Procurement Refresh RFP Scope Every 2 Years
R-614-15	Greenhouse Gas Emissions
R-1106-15	Opportunity to Participate in County-Funded Contracting
R-1164-15	Greenhouse Gases and the Effects of Climate Change
R-414-16	Professional Services Task Force
R-500-16	County Purchases of Disposable Polystyrene Products
R-303-17	Solar Energy Feasibility Study
R-391-17	Extend a Contract or to Authorize Additional Scope
R-617-17	Envision Sustainable Infrastructure
R-718-17	Re-Procurement Planning
R-54-18	White Reflective Roofing for All County Buildings
R-477-18	Local Vendors Procurement Goods
R-1181-18	Safety History Construction Contractors
R-515-19	Procurement Contract Expiration
R-621-19	Use of Herbicides by the County
R-627-19	Re-Procurement of Contracts at Miami International Airport

8.7 Other Procurement Related Policies and Directives	
Res. No.	**File Name**
R-828-19	Discrimination Lawsuit DBI Services Contracting
R-1080-19	Bid Protest Procedures
R-1086-19	Red Flag Reports
R-330-20	Purchases from Local Businesses During Corona Virus Emergency
R-748-20	Disclosure of Certain Agenda Item Federal Funding CARE Act
R-1160-20	Prevent Members; Remote Presence is Medically Necessary
R-1122-21	Solicitations for County Contracts
R-62-22	Amending IO 3-34
R-230-22	Employment Opportunities for Individuals with Disabilities
R-43-23	Contract Lobbyist Conflict of Interest Waiver
R-321-23	Amending IO 3-34 Regarding Formation and Performance of Selection Committees
R-428-23	Implementing Order Bid Protest Procedures
R-654-23	Amending IO 3-34 and 2-13 Re Selection Committee
R-658-23	Renegotiate Contracts 2 Years Before Contract Expiration
R-784-23	Florida Friendly Landscaping
R-904-23	County Subcontractors for Lobbying State or Federal Level
R-631-24	Electronic Voucher Process For The Use Of Pre-Paid Special Transportation Services ("STS") Trips
R-633-24	Policy Set Forth in Section 5.06 of the Home Rule Charter
R-1030-24	Ban Use of Plastic From County Concessionaires
R-249-25	Electronic Signatures and Notaries
R-251-25	Mandatory Procurement Training for County Staff
R-252-25	Proposed Procurement Items
R-253-25	Random Audits of Prequalification Pools

8.8 Vendor Registration Requirements and Affidavits	
Reference	**Title or File Name**
Sec. 2-8.1.2 of the Code	Drug-Free Workplace Requirements for Contractors and Entities Transacting Business with Miami-Dade County
Sec. 2-8.1.5 of the Code	Nondiscrimination
Sec. 2-8.6 of the Code	Funding of, or County Contracts with Individuals or Entities Convicted of Felony During the Past Ten Years
Sec. 2-8.8 of the Code	Fair Subcontracting Practices
Sec. 10-34 of the Code	Listing of Subcontractors Required
R-183-00	Family Leave
R-63-14	Due Diligence Affidavits
R-1072-17	Equal Pay for Men and Women Doing the Same Job
R-919-18	Contracts to Provide Info on Reporting Workers' Comp.

8.9 Small Business, Local, and Veteran Preferences (Do not apply to federally funded purchases)	
Reference	**Subject**
Sec. 2-8.1.1.1.1 of the Code	Small Business Enterprise Services Program
Sec. 2-8.1.1.1.2 of the Code	Small Business Enterprise Goods Program
Sec. 2-8.2.7.01 of the Code	Miscellaneous Construction Contracts Program
Sec. 2-8.5 of the Code	Procedure to Provide Preference to Local Business in County Contracts
Sec. 2-8.5.1 of the Code	Procedure to Provide Preference to Local Certified Veteran Business Enterprises in County Contracts
Sec. 2-8.5.2 of the Code	Application of Contracting Preferences

8.9 Small Business, Local, and Veteran Preferences (Do not apply to federally funded purchases)	
Reference	**Subject**
Sec. 2-8.2.7.02 of the Code	Janitorial and Landscaping Services Purchasing Program
Sec. 2-10.4.01 of the Code	Small Business Enterprise Architecture and Engineering Program
Sec. 2-1701 of the Code	Community Workforce Program
Sec. 2-2113 of the Code	First Source Hiring Referral Program
Sec. 10-33.02 of the Code	Small Business Enterprise Construction Services Program
IO 03-22	Small Business Enterprise Construction Services Program ("CSBE")
IO 3-32	Small Business Enterprise Architecture and Engineering Program ("CBE-A/E")
IO 3-41	Small Business Enterprise (SBE) Program for the Purchase of Goods and Services
IO 3-53	Miscellaneous Construction Contracts Program
IO 3-58	First Source Hiring Referral Program
AO 3-63	Employ Miami-Dade Program
R-1433-06	Review Contracts - SBE Participation Prior to Option-To-Renew
R-422-15	A Set-Aside or Preference for the Purchase of Local Products
R-1011-15	Requiring Vendors to Provide Addresses of Local Offices

8.10 Leases	
Reference	**Title or File Name**
§125.045 Fla. Stat.	County Economic Development Powers
§125.35 Fla. Stat.	County Authorized to Sell Real and Personal Property and to Lease Real Property
§125.37 Fla. Stat.	Exchange of County Property

8.10 Leases	
Reference	**Title or File Name**
§125.379 Fla. Stat.	Disposition of County Property for Affordable Housing (Lease Legislation)
§125.38 Fla. Stat.	Sale of County Property to United States, or State
§2-8.6.5 of the Code	Purchase, Sale, Lease of Real Property
§2-10.4.2 of the Code	Appraisers Required for Purchases, Sales and Leases
IO 8-4	Guidelines and Procedures for the Sale, Lease, and Conveyance of County Real Property
R-377-09	Establishing Policy When County Conveys Property with Reverter Tax
R-974-09	Filing Closing Documents BCC Clerk
R-256-13	Transfer of Land. See also §125.38 Fla. Stat.
R-461-13	Conveyance County-Owned Sale or Lease. See also §125.38 Fla. Stat.
R-761-13	Property Purchased at Appraised Value
R-791-14	Resolution from Property Appraiser
R-1000-14	Reverter Policy
R-333-15	Market Value or Market Rental in Legislative Items
R-64-16	Re-Take Possession of the Property in Emergency
R-380-17	Establishing Policy Regarding Surplus
R-407-19	Conveyance of County-Owned Land Notice to Residents
R-365-21	Moratorium on County-Owned Property Sanitation Sewer (See Original Items Under File Nos. 210426 and 210760)
R-758-21	Update Procedures for Conveying Surplus County Land
R-1121-21	Property Acquisition with District 7

SECTION 9: GLOSSARY

Terms	Definitions
Accessing (Piggybacking)	A form of intergovernmental cooperative purchasing which extends the pricing and terms of government agency's contract to other agencies. Generally, a large agency will competitively award a contract that will include language allowing other agencies to use the contract, which may be advantageous in terms of saving time and money. See County Resolution R-252-25.
Addendum	A document issued by SPD detailing changes to a published Solicitation.
Administrative Change	A written unilateral contract change, that does not affect the substantive rights of the parties (e.g., changes of address for submitting documents and correction of typographical errors). An Administrative Change does not require a Supplemental Agreement or Contract Modification.
Approval, Authorization, Concurrence, Waiver	According to FTA Circular 4220.1F Ch. I 5.a., 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 this 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.
Approved Allocation	The dollar amount of expenditure that has been approved by the Board, or through delegated authority. Approved allocations are not budgeted funds.
Awarded Bidder	Awarded Bidder refers to a business entity or individual that receives the award of a contract solicited through an Invitation to Bid or Invitation to Quote. Also known as a Contractor or Prime Contractor.

Terms	Definitions
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 price. According to FTA Circular 4220.1F Ch. I 5.b., 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.

Terms	Definitions
Beverage	In the context of a County Solicitation, beverage shall mean all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) packaged carbonated or still water (including spring, mineral, purified, flavored or enhanced), (viii) liquid concentrate teas and brewed teas, (ix) frozen carbonated and non-carbonated beverages, (x) bar mixers, including shelf stable juices and other mixers, and (xi) any future categories of nonalcoholic beverage products that may be distributed. This definition is undergoing continued updates and is subject to change.
Bid	An offer submitted in response to an Invitation to Bid or Invitation to Quote Solicitation.
Bid Bond (Bid Security) (Bid Guarantee)	An insurance agreement, accompanied by a monetary commitment, by which a third party (surety) accepts liability and guarantees that an offeror will not withdraw its offer.
Bid Tracking System (BTS)	The web-based, highly customized procurement database that supplements the functionalities of other systems used in County procurement.
Bid Waiver (BW)	The procurement of goods and/or services without formal competitive bidding.
Bidder	A legal entity or individual that submits a response to an Invitation to Bid or an Invitation to Quote.
Bilateral Contract Modification	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 awarded supplier/vendor/proposer and the County; also referred to as a Supplemental Agreement or Contract Modification.
Board (BCC)	Miami-Dade County's Board of County Commissioners. An entity established and governed in accordance with Article VIII of the State of Florida Constitution and the County's Home Rule Amendment and Charter.

Terms	Definitions
Brand Name	The 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.
Business Management Workforce System (BMWS)	The County's web-based system that manages Small Business Enterprise (SBE), Local Developing Business (LDB), Disadvantage Business Enterprise (DBE), and Airport Concessionaire Disadvantage Business Enterprise (ACDBE) certifications; Equitable Distribution Program (EDP) registrations; Workforce/EEO Reporting(Formerly Subcontractor/Supplier Listing Reporting); and provides information regarding payments, and certification or registration status. (http://mdcsbd.gob2g.com).
Cardinal Change	According to FTA Circular 4220.1F Ch. I 5.c., 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, according to FTA Circular 4220.1F Ch. V 7. b. (2), a cardinal change is an impermissible action caused by 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. 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	According to FTA Circular 4220.1F Ch. I 5. d., 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.

Terms	Definitions
Client Department (User Department, User Agency, Procuring Entity, Programming Office)	Refers to the individual, department, or entity with whom procurement professionals consult and collaborate in procuring desired or required goods and/or services. The client may also be the end user.
Code of Federal Regulations (CFR)	The codification of the general and permanent rules published in the Federal Register by departments and agencies of the Federal Government. The 50 subject matter titles contain one or more individual volumes, which are updated once each calendar year, on a staggered basis.
Collusion	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.
Common Carrier (Contracted Carrier)	A person, Firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ the common carrier and pay their charges.
Common Grant Rules	According to FTA Circular 4220.1F Ch. I 5. e., Common Grant Rules means: (1) DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 49 CFR Part 18, which apply to Federal grants and cooperative agreements with governmental Recipients of Federal assistance including Indian tribal governments, and (2) DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations", 49 CFR Part 19, which apply to Federal grants and cooperative agreements with non-governmental Recipients of Federal assistance DOT. **Except for grants and cooperative agreements executed prior to December 26, 2014, which shall continue to be subject to 49 CFR parts 18 or 19, 2 CFR Part 1201 adopts 2 CFR Part 200 and supersedes and repeals the requirements of 49 CFR part 18 and 49 CFR part 19.**

Terms	Definitions
Competitive Selection Committee (CSC, Evaluation Committee)	A committee appointed by the Mayor, or the Mayor's designated agent, to conduct evaluation of proposals, accept oral presentations, and submit the results of its evaluation through its recommendation to the Mayor or the Mayor's designated agent. See I. O. 3-34-Formation and Performance of Competitive Selection Committees.
Cone of Silence	Section 2-11.1 (t) of the Code and County Administrative Order 3-27 (Cone of Silence) establish policies and procedures for communications about County Solicitations between potential bidders, proposers, the County's professional staff and the Board.
Confirmation Purchase (Unauthorized Procurement, Unauthorized Purchase)	A purchase that is not in compliance with the County's policies and procedures.
Constructive Change	According to FTA Circular 4220.1F Ch. I 5. f., 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.
Consultant	According to County Implementing Order 3-39, Consultant means an Architect or Engineer, or their authorized representatives, identified in the Notice-to-Proceed letter, including but not limited to the resident Architect/Engineer, the Construction Manager, and the Architect/Engineer of Record.
Consultants' Competitive Negotiation Act (CCNA)	Means § 287.055, Fla. Stat., as amended. The County may apply any state approved Professional Services Solicitation methodology that complies with this Statute. The County may employ any Solicitation or pricing methodologies used in CCNA or used by the State of Florida or any of its agencies, departments ,or instrumentalities.
Consumer Price Index (CPI)	As published by the U.S. Bureau of Labor Statistics, CPI refers to a measure of the average change over time in the prices paid by consumers for a market basket of consumer goods and services. CPI's measure price changes from the perspective of the buyer.

Terms	Definitions
Continuing Contract	According to the CCNA, a Continuing Contract" is a contract for any of the following: a. Professional services entered into in accordance with all the procedures of the CCNA between an agency and a Firm whereby the Firm provides Professional Services to the agency for projects in which the estimated construction cost of each individual project under the Contract does not exceed $7.5 million. Beginning July 1, 2025, and each July 1 thereafter, the department shall adjust the maximum amount allowed on the preceding June 30 for each individual project in a continuing contract by using the change in the June-to-June Consumer Price Index for All Urban Consumers issued by the Bureau of Labor Statistics of the United States Department of Labor. The department shall publish the adjusted amount on its website; b. Study activity if the fee for professional services for each individual study under the contract does not exceed $500,000; or c. Work of a specified nature as outlined in the Contract required by the agency, with the Contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing Professional Services under Continuing Contracts may not be required to bid against one another.

Contract	An agreement between parties with binding legal and moral force, usually exchanging goods or services for money or other considerations. 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 the context of a County Invitation to Bid Solicitation, Contract shall mean collectively, the Solicitation, any addenda and/or properly executed modifications, the awarded Bid, and the resultant County purchase order, work orders (if applicable) and any change orders, which constitute the legally enforceable agreement between the County and any Awarded Bidder. In the context of a County RFP Solicitation, Contract or Agreement shall mean collectively the Agreement Articles, the Scope of Services, the Price Schedule, all appendices and attachments, all amendments, and the Contractor's Proposal as negotiated. In the context of Professional Services, Contract means an executed agreement between an entity and the County. The term is synonymous with Professional Services Agreement ("PSA"), Design-Build Contract, or Construction Contract, as applicable. According to FTA Circular 4220.1F Ch. I 5. g., 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*.

Terms	Definitions
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, protecting County funds, evaluating performance and progress, and supporting contract closeout.
Contract Close Out	Means the administrative process generally conducted by the PCO and the Client Department, whereby establishing that the goods and/or services have been delivered and accepted, and the contract has been paid accordingly.
Contract File	Means the file containing contract documentation, maintained by the PCO. It reflects the basis for acquisition and the award, the assignment of contract management and responsibilities, and any subsequent actions taken by the PCO. In accordance with 2 CFR § 200.318(i), contract records will include the rationale for the method of procurement, selection of contract type; vendor selection or rejection; and basis for the contract price.
Contract Modification	A document issued by SPD detailing changes to a contract; mutually agreed upon by the awarded vendor and the County.
Contractor	Refers to a business entity or individual that receives the award of a contract from the County.
Cooperative Agreement	According to FTA Circular 4220.1F Ch. I 5. h., 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.
Cooperative Agreement Purchasing Program	A cooperative arrangement for acquiring goods or services that involves aggregating the demand of two or more entities to obtain a more economical purchase.
Cybersecurity Products	Software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.

Terms	Definitions
Design-Bid-Build Project	According to FTA Circular 4220.1F Ch. I 5. i., design-bid-build project means a construction project under which a Recipient commissions an architect or engineer to prepare drawings and Specifications under a design services contract, and separately contracts for construction, by engaging the services of a contractor through sealed bidding or competitive negotiations to complete delivery of the project.
Design-Build Contract	According to § 287.055, Fla. Stat., Design-Build Contract means a single contract with a Design-Build Firm for the design and construction of a public construction project.
Design-Build Firm	According to § 287.055, Fla. Stat., Design-Build Firm means a partnership, corporation, or other legal entity that: 1. Is certified under §489.119, Fla. Stat. to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or 2. Is qualified under §471.023, Fla. Stat.to practice or to offer to practice engineering; qualified under §481.219, Fla. Stat. to practice or to offer to practice architecture; or qualified under §481.319, Fla. Stat. to practice or to offer to practice landscape architecture.
Design-Build Project	According to FTA Circular 4220.1F Ch. I 5. j., 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.

Terms	Definitions
Design Criteria Package	According to the CCNA, Design Criteria Package means concise, performance-oriented drawings or Specifications of the public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.
Design Criteria Professional	According to the Consultants' Competitive Negotiations Act, § 287.055, Fla. Stat., Design Criteria Professional means a Firm that is qualified under chapter 481 to practice architecture or landscape architecture or a Firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
Designated Purchase	Means when a procurement through the use of formal sealed bids is not practicable, including: (i) sole source purchases, (ii) services where no competition exists such as public utility services, (iii) goods or services where purchases or rates are fixed by law or ordinance, (iv) unique professional or artistic services not governed by the CCNA, (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.

Terms	Definitions
Electronic Commerce (E-Commerce)	According to FTA Circular 4220.1F Ch. I 5. k., 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)	An unforeseen or unanticipated situation (e.g., natural disaster, epidemic, riot, equipment failure or destruction, or other reason, as determined by a County 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.
FEMA	Means the Federal Emergency Management Agency. The Federal agency responsible for leading the nation's efforts to prepare for, protect and mitigate against, respond to, and recover from the impacts of natural disasters and man-made incidents or terrorist events.
Firm	Means a business organization that sells goods or services. A Firm can also be called a business or company and can be structured as a corporation, partnership, or sole proprietorship. In the context of architectural and engineering services a Firm is any individual, partnership, corporation, association, or other legal entity that is legally permitted to deliver Professional Services.
Force Account	According to FTA Circular 4220.1F Ch. I 5. l., Force Account means the Recipient's own labor forces and equipment, as discussed in the Circular in the context of performing project work.
Formal Purchase	A purchase valued at over $250,000, solicited through a sealed written bid or proposal, in accordance to Section 2-8.1 of the Code (Contracts and Purchases Generally).
FTA	Means the Federal Transit Administration, an agency within the United States Department of Transportation.

Terms	Definitions
Full and Open Competition	According to FTA Circular 4220.1F Ch. I 5. n., Full and Open Competition means that all responsible sources are permitted to compete.
Funding Agreement	According to 35 USC §201, funding agreement means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal Government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
Governmental Recipient	According to FTA Circular 4220.1F Ch. I 5. o., Governmental Recipient means a Recipient that must comply with the Common Grant Rule at 49 CFR Part 18. This includes a State or local government or a federally recognized Indian tribal government, as defined in this section of this Chapter. **Except for grants and cooperative agreements executed prior to December 26, 2014, which shall continue to be subject to 49 CFR part 18, 2 CFR Part 1201 adopts 2 CFR Part 200 and supersedes and repeals the requirements of 49 CFR part 18.**
Grant	According to FTA Circular 4220.1F Ch. I 5. p., 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.
Guaranteed Maximum Price (GMP)	The fixed amount in a negotiated contract within which the construction will be achieved. It includes both the fee and construction cost.

Terms	Definitions
Heightened Security Review	In the context of a County Solicitation, Heightened Security Review shall mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the Mayor, or the Mayor's designated agent, determines necessary to protect the security of the County's information technology networks, devices, programs, and data.
House Bill (HB)	In the context of Florida law, HB means a proposed act filed by the Florida House of Representatives.
Informal Purchase	A purchase with a value greater than $25,000 and up to $250,000, solicited through an Invitation to Bid in accordance with the guidelines established by the SPD Director/Chief Procurement Officer.
Integrated Financial Resources Management System (INFORMS)	The enterprise resources planning (ERP) technology used by the County's budget, procurement, human resources, and financial operations.
INFORMS Supplier Portal	The area in SPD's website where suppliers/vendors can register as County vendors, explore participation opportunities, learn awarded contract details and review announcements and answers to frequently asked questions.
Invitation to Bid (ITB)	The competitive process used to solicit bids for informal and formal purchases. It is used when requirements and Specifications are clearly and completely defined. Price is the basis for award.
Invitation to Quote (ITQ)	Shall refer to the solicitation of quotes from an established Pool of suppliers/vendors for specific goods and/or services; and awarded based on lowest price, or other quantifiable criteria.
Joint Development	In accordance with Circular C 7050.1-Guidance on Joint Development Circular, Ch. I 5.f., joint development means a public transportation project that integrally relates to, and often co-locates with commercial, residential, mixed-use, or other non-transit development. Joint development may include partnerships for public or private development -associated with any mode of transit system that is being improved through new construction, renovation, or extension. Joint development may also include intermodal facilities, intercity bus and rail facilities, transit malls, or historic transportation facilities.

Terms	Definitions
Joint Venture	An association of two or more people, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
Joint Procurement	According to FTA Circular 4220.1F Ch. I 5. r., 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 because of the need to continue to operate an existing County system which may not be replaced without substantial expenditure.
License	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.
Licensed Software	In the context of County Solicitations, Licensed Software means the software component(s) provided pursuant to the Contract.

Terms	Definitions
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	According to FTA Circular 4220.1F Ch. I 5. s., 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	According to FTA Circular 4220.1F Ch. I 5. t., 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.
Miami-Dade County (County)	A political subdivision of the State of Florida.
Minor Irregularity	A variation from the Solicitation that does not affect the price or other material terms 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.

Terms	Definitions
Modification	According to FTA Circular 4220.1F Ch. I 5. u., 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 permits discussion and bargaining between two or more parties seeking to reach a mutually satisfactory agreement.
Neurodivergent	Shall refer to the concept that certain developmental disorders are normal variations in the brain, and people who have these features also have certain strengths. Besides Attention Deficit Hyperactivity Disorder (ADHD), neurodiversity commonly refers to people with autism spectrum disorder, dyslexia, dyspraxia and other learning disabilities.
Noncompetitive Acquisition	Means any procurement made without using the competitive bidding process. Permitted when competition is not available, is not practicable, or when it is determined to be in the best interest of the County.
Non-Federal Entity (NFE)	A State, local government, Indian tribe, institution of higher education, hospital, or nonprofit organization that carries out a Federal award as a Recipient or subrecipient.
Ordinance	In the context of Miami-Dade County legislation, an Ordinance is a rule or regulation enacted by the BCC. All Ordinances must be presented to the BCC twice for consideration and adoption, on first and second readings. Once adopted, the Clerk of the BCC assigns it a number, which is codified in the Miami-Dade County Code of Ordinances (Code).
Performance Bond	An instrument executed by the awarded bidder/proposer that protects the County should the awarded bidder/proposer fail to perform in accordance with the contract's terms and conditions.
Pool of Prequalified Vendors (Pool)	A group of business entities, established through the Request to Qualify method, determined by the County as meeting the minimum standards of business competence, financial ability, and specific requirements to participate in price or value competitions for specific goods and/or services at the time of need.
Pouring Rights	The right to make available, sell, dispense, and serve Beverages, which right may or may not be to the exclusion of certain Beverage makers and distributers.

Terms	Definitions
Procurement	The sourcing activities, negotiation and strategic selection of essential goods and services. This element is at the core of any organization's corporate strategy. Procurement is the complete purchasing process, or a cradle to grave approach to sourcing activities.
Procurement Contracting Manager (PCM)	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)	A public procurement professional employee responsible for acquisition and award activities, as well as post-award administration of a contract.
Procurement File	The file that contains documentation detailing the history of a procurement. It includes, at a minimum, all the documents required by internal procedures, 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.
Produced in the United States	In the context of a County Solicitation and with respect to Cybersecurity Products, Produced in the United States shall mean a product for which all development and production occurs in the United States.
Producer Price Index (PPI)	As published by the U.S. Bureau of Labor Statistics, PPI refers to a family of indexes that measures the average change over time in selling prices received by domestic producers of goods and services. PPI's measure price changes from the perspective of the seller.
Professional Services	In accordance with the CCNA, Professional Services means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
Professional Services Agreement (PSA)	According to County Implementing Order 3-39, PSA means a Contract to provide services within the scope of the practice of architecture, engineering, landscape architecture, land surveying and mapping, as defined by the CCNA and performed by an architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

Terms	Definitions
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 within SPD's procurement activities.
Project Labor Agreement (PLA)	According to FTA Circular 4220.1F Ch. I 5. w., Project Labor Agreement (PLA) means an agreement between the contractor, subcontractors, and the union(s) representing workers. Under a PLA, the contractor, subcontractors, and union(s) working on a project agree on terms and conditions of employment for the project, establishing a framework for labor-management cooperation to advance the buyer's procurement interest in cost, efficiency, and quality.
Project Manager	Means the Mayor or the duly authorized representative designated to manage a project/program.
Property	According to FTA Circular 4220.1F Ch. I 5. x., 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.
Proposal	In the context of County Solicitations, Proposal means the properly signed and completed written good faith commitment by a Proposer, submitted in response to a Request for Proposal (RFP), Request for Qualifications (RFQ), or Work Order Proposal Request (WOPR), as amended or modified through negotiations.
Proposer	In the context of County Solicitations, Proposer means the business entity/individual who submits a proposal in response to a Request for Proposal (RFP), Request for Qualifications (RFQ), or Work Order Proposal Request (WOPR).
Protest	Means a written objection by an interested party with the intention of receiving a remedial result.

Terms	Definitions
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. According to FTA Circular 4220.1F Ch. II 2.b.(6), a Public-Private Partnership (PPP) is a formal contractual arrangement between a public Recipient and one or more private partners establishing a mechanism for procuring property and services under which the private sector assumes some of the public sector's customary role in the planning, financing, design, construction, operation, and maintenance of a transportation facility compared to traditional procurement methods, many of which activities are generally controlled by the public sector partner.
Public Transportation	According to FTA Circular 4220.1F Ch. I 5. y., 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.
Qualitative Points	According to County Implementing Order 3-39-Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, Qualitative Points means the point values assigned by Competitive Selection Committee members for each selection criterion.

Terms	Definitions
Recipient	According to FTA Circular 4220.1F Ch. I 5. 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 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 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 the Circular.
Records Retention	An established timetable for maintenance and destruction of records, based on administrative, historical, and legal requirements.
Registered Supplier/Vendor	A legal entity or individual that has completed and continues to comply with the requirements of the Miami-Dade County Business Entity Registration Application process via the County's online Supplier/Vendor Portal and has satisfied all requirements to enter into business agreements 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, and technology matters.

Terms	Definitions
Request for Proposals (RFP)	Means a committee-based procurement method used to solicit proposals from potential suppliers/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 and the criteria by which the proposals will be evaluated. 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, comments, feedback, or reactions from potential suppliers/vendors. It includes the project Scope, requirements, and the criteria by which proposals will be evaluated. Generally, price or cost is not requested.
Request to Qualify (RTQ)	A method used to establish a pool of suppliers/vendors capable of providing goods and/or services through spot market competitions. Entry into the prequalification pool is not a contract between the County and any vendor, but an acknowledgement that the prequalified suppliers/vendors meet the qualifications outlined in the RTQ.
Responsible Bidder/Proposer	A Bidder or Proposer that has the capability in all respects to fully fulfil the contract requirements and the integrity and reliability that will ensure good faith performance.
Responsive Bidder/Proposer	A bidder or proposer that makes an 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 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. According to FTA Circular 4220.1F Ch. I 5. aa., 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.

Terms	Definitions
Review Team	A team appointed by the Mayor, or the Mayor's designated agent, to conduct evaluations within the Expedited Purchasing Program (EPP).
Roadmap	A document illustrating how to use an awarded contract.
Scope of Services/Scope of Work	Means a written description of the Client Department's needs and desired outcomes for the procurement; becomes the basis for a resulting Solicitation. The Scope is drafted by the Client Department.
Senate Bill	In the context of Florida law, SB means a proposed act filed by the Florida Senate.
Small Purchase Order	A procurement method that represents the decentralized delegation of purchase authority to authorized personnel in County departments. Small Purchase Orders may not exceed $25,000 per purchase and can be used only if the goods or services are not available from any other County source.
Sole Source	Means a procurement method where only one vendor possesses the unique ability or capability to meet requirements, thereby creating an inability for competition.
Solicitation	In a procurement context, Solicitation means a method to solicit suppliers/vendors or proposers to establish a contract to satisfy a need for goods and/or services, to establish a supplier list, or to obtain information. Typical Solicitations used by the County include Invitation to Quote (ITQ), Invitation to Bid (ITB), Request to Qualify (RTQ), Request for Information (RFI), Request for Qualifications (RFQ), Request for Proposal (RFP), and Work Order Proposal Request (WOPR).
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.

Terms	Definitions
State or Local Government Purchasing Schedule or Purchasing Contract	According to FTA Circular 4220.1F Ch. I 5. cc., 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 it wishes to provide others with 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.
Subcontractor	Any person, entity, Firm, or corporation, other than the employees of an Awarded Bidder (Contractor/Prime Contractor), who furnishes labor and/or materials, in connection with the required goods and/or services, whether directly or indirectly, on behalf and/or under the direction of the Awarded Bidder (Contractor/Prime Contractor) and whether or not in privity of Contract with the Awarded Bidder (Contractor/Prime Contractor).
Supplemental Agreement	A document issued by SPD detailing changes to a contract resulting from a Request for Proposal; mutually agreed upon by the Contractor and the County.
Technical Certification	In the context of Professional Services, means a comprehensive review by the County's Technical Certification Committee affirming a Firm's eligibility to provide professional services to the County in various technical certification categories.

Terms	Definitions
Technical Certification Committee	Means the committee appointed by the Mayor or a Mayor's designee, to review the statements of qualifications submitted by Firms to ascertain whether a Firm is fully qualified to render Professional Services to the County.
Third Party Contract	According to FTA Circular 4220.1F Ch. I 5. dd., 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 the U.S. Office of Management and Budget (OMB)'s regulatory guidance, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards", 2 CFR Part 200. Uniform Guidance applies to all Federal grants.
United States Code (USC)	The United States Code is the codification by subject matter of the general and permanent laws of the United States. It is divided by broad subjects into 53 titles and published by the Office of the Law Revision Counsel of the U.S. House of Representatives.
Unsolicited Proposal	Refers to a private entity's submission of an unsolicited proposal to the County at any time, and must be handled in accordance with § 255.065, Fla. Stat., Sec. 2-8.2.6. of the Code, and County Administrative Order 3-65. According to FTA Circular 4220.1F Ch. I 5. ee., 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 Analysis	Systematic review of the production, purchasing and product design processes to reduce overall product costs.

Terms	Definitions
Value Engineering	According to FTA Circular 4220.1F Ch. I 5. ff., 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 (Supplier)	Means a business entity or individual that provides goods and/or services.
Vendor Compliance Check (Pre-Award Supplier/Vendor Compliance Check, Due Diligence)	Refers to the research made into the performance, integrity, and background of a business entity/individual prior to an award recommendation. SPD documents this research with the Pre-Award Supplier/Vendor Compliance Checklist.
Work, Services, Program, or Project	In the context of a County Solicitation, these terms mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Work, Specifications, and the terms and conditions of the Solicitation.
Work Order Proposal Request (WOPR)	A method used to solicit from suppliers/vendors in a prequalified pool that is evaluated and awarded based on best value.