



RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION

Purchasing Manual

DRAFT

JUNE 2014

River to Sea Transportation Planning Organization (R2CTPO)

Purchasing Manual

DRAFT

River to Sea Transportation Planning Organization

Indigo Professional Center
2570 West International
Speedway Boulevard, Suite 100
Daytona Beach, FL 32114
(386) 226-0422
www.R2CTPO.org

Last Updated June 2014

Table of Contents



Section 1.	Purpose	1
Section 2.	Definitions and Acronyms	2
Section 3.	Staff Responsibility	13
Section 4.	Transactions Exempt from Competitive Procurement	15
Section 5.	Procurement Procedures for Federal- or State-Funded Grant Programs	16
Section 6.	Conflict of Interest	17
Section 7.	Assignment of Contract Rights (Piggybacking)	18
Section 8.	Petty Cash	19
Section 9.	Contract Award Policy	20
Section 10.	Small Purchases	22
Section 11.	Formal Competitive Award Process	23
Section 12.	Continuing Contracts for Professional Services	29
Section 13.	Sole Source Procurements	30
Section 14.	Emergency Procurements	31
Section 15.	Procurement Document Retention	32
Section 16.	Authorization to Debar Vendor	33
Section 17.	Bid Protest Procedures	36
Section 18.	Minority Business/Disadvantaged Business Enterprises	38
Section 19.	Invoice Payment	40
Section 20.	Disposition of Surplus Property	42
Appendix A.	Local Agency Program (LAP) Critical Requirements Checklist for Professional Services Certification	
Appendix B.	Disadvantaged Business Enterprise Program	

Section 1 Purpose



The purpose of the River to Sea Transportation Planning Organization (R2CTPO) Purchasing Manual is to establish specific directions and guidelines for the members and agents of the R2CTPO to use in procuring goods and services for the R2CTPO. The provisions of this Purchasing Manual shall apply to every purchase of goods and services by the R2CTPO, unless an alternative purchasing procedure is required by federal or State law or otherwise authorized by a majority vote of the R2CTPO.

Section 2 Definitions of Acronyms



ACQUISITION – The act of acquiring supplies or services (including construction) for the use of a governmental activity through purchase or lease. Includes the establishment of needs, description of requirements, selection of method or procurement, selection of sources, solicitation for offers, award of contract, financing, contract administration, and related functions.

ACT OF GOD (FORCE MAJEURE) – An extraordinary interruption of events by a natural cause that cannot be reasonably foreseen or prevented; e.g., droughts, floods, severe weather phenomena, etc.

ADVERTISEMENT – Notification in a newspaper of a record of an invitation for bids or request for proposals.

ALL OR NONE – Term used in bidding in which a vendor conditions the bid prices contingent upon acceptance and award for all items or group of items bid.

ALTERNATE BID – A bid that invites for consideration one or more offers of an option or choice based upon equipment or satisfactory performance by user (e.g., such bid is only acceptable when the variance is deemed to be immaterial).

ASSIGNMENT OF CONTRACT RIGHTS – Also known as piggybacking. Procurements made pursuant to intergovernmental cooperative purchasing methods, whereby a governmental procurement unit enters into an agreement for commodities or services that allows other governmental procurement units, such as R2CTPO, to contract or purchase from the selected vendor under the same terms and conditions. See Section 7, Assignment of Contract Rights.

BID – A competitive price offer made by an intended vendor of goods, services, and/or construction, usually in reply to an invitation to bid, request for proposal, or multi-step bidding procedure.

BID BOND – An insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event a bidder awarded a bid fails to sign the contract as bid. See Bid Deposit.

BID DEPOSIT – A sum of money or check deposited with and at the request of R2CTPO to guarantee that the bidder (depositor) will, if selected, sign the contract as bid. If the bidder does not sign the contract, the entire deposit is forfeited.

BID OPENING – The act of publicly opening sealed bids.

BID PROTEST – A complaint about a governmental administrative action or decision brought by a vendor to the appropriate administrative section, with the intention of receiving a remedial result.

BID SECURITY – Risk insurance. Provides a legal guarantee that a contractor will sign the contract if it is awarded to that contractor. If the contractor does not sign the contract when offered, it faces both financial and civil penalties.

BIDDERS LIST – A list of names and addresses of vendors from whom bids, proposals, and quotations might be expected; the list, maintained by the Chief Financial Officer, should include all vendors who have expressed interest in doing business with the R2CTPO.

BLANKET PURCHASE ORDER – Generally specifies prices, terms, conditions, and the period covered, but does not specify the quantity. A contractual agreement with a vendor to allow R2CTPO to buy directly from the vendor by referencing the blanket purchase order number and suffix number. No confirming purchase orders are issued by R2CTPO.

BOARD OF THE RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION – Body created by the “Interlocal Agreement Creating the Volusia Transportation Planning Organization,” as recorded in the Public Records of Volusia County at Book 5262, Page 1520, and as may be amended from time to time. The Governor of Florida approved renaming the Volusia Transportation Planning Organization as the River to Sea Transportation Planning Organization in March 2014.

BRAND NAME OR EQUAL SPECIFICATION – A specification that uses one or more manufacturers' names or catalog numbers to describe the standard of quality, performance, and other characteristics needed to meet R2CTPO requirements and which provides for the submission of equivalent or equal supplies.

BRAND NAME SPECIFICATION – A specification that is limited to one or more items by manufacturers' names or catalog numbers.

BUSINESS – A corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or other private legal entity.

CERTIFICATE OF COMPLIANCE – A supplier's written assurance that goods or services delivered fulfill requirements.

CERTIFICATE OF NON-COLLUSION – A statement signed by a bidder and submitted with bid to affirm that the bid is made freely without consultation with any other bidder.

CERTIFIED MINORITY BUSINESS ENTERPRISE – See Section 18, Minority Business/Disadvantaged Business Enterprises.

CHAIRPERSON – The Chairperson of the R2CTPO Board.

CHANGE ORDER – A contract modification that changes the contract value or the contract performance time.

COLLUSION – A secret agreement or cooperation between two or more persons to accomplish a fraudulent, deceitful, or unlawful purpose.

COMMODITY – An article of trade, a moveable article of value, something that is bought or sold, or any moveable or tangible item that is produced or used as the subject of barter or sale.

COMPETITIVE SEALED BIDDING – The process of publicizing R2CTPO’s needs, inviting bids (IFBs), conducting public bid openings, and awarding a contract to the lowest responsive and responsible bidder; the preferred method of procurement.

CONSTRUCTION – The process of building, altering, repairing, improving, or demolishing any R2CTPO infrastructure facility, including any structure, building, or other improvement of any kind to real property. Does not include the routine operation, routine repair, or routine maintenance of any existing R2CTPO infrastructure facility, including structures, buildings, or other improvements to real property.

CONSULTANT SERVICES – Any narrow discipline in which a known practitioner has, through education and/or experience, developed expert advisory and/or programming skills as a vocation, or any service performed primarily by vocational personnel that requires the analysis or certification of a professional before the services are acceptable to the user of the service, or any other advisory, study, or programming activity in which the provider of any such consultant service is ordinarily obtained by means other than lowest price. This term shall not include construction or employment agreements.

CONSULTANTS’ COMPETITIVE NEGOTIATION ACT (CCNA) – Codified at Section 287.057, Florida Statutes; governs the procurement of professional services in Florida.

CONTINUING CONTRACT – A contract that allows for incremental execution using individual task orders. CCNA continuing contracts are for either specified (work of a specified nature) or unspecified work.

CONTRACT – (a) A deliberate verbal or written agreement between two or more competent parties to perform a specific act or acts; or (b) Any type of agreement or purchase order, regardless of what it is called, for the procurement of goods, services, consultant services, or construction.

CONTRACT ADMINISTRATION – The management of all facets of a contract to assure that the contractor’s total performance is in accordance with its contractual commitments and that obligations of the purchases are fulfilled.

CONTRACT ADMINISTRATOR (CA) – The Chief Financial Officer responsible for contract administration.

CONTRACT AMENDMENT – A written change to an existing contract accomplished by mutual consent of the parties to the contract.

CONTRACT FIRM-FIXED PRICE – A contract that provides for a price not subject to any adjustment by reason of the cost experience of the contractor in the performance of the contract. Used for contracts awarded after formal bidding; also used in negotiated contracts when reasonably definite specifications are available and costs can be estimated with reasonable accuracy to enable the negotiation of a fair price.

CONTRACTOR – Any person having a contract with R2CTPO.

COOPERATIVE PURCHASING – Also known as Joint Bidding. R2CTPO and one or more other public entities combining their purchase requirements to obtain lower prices through volume buying and to reduce administrative costs.

COST ANALYSIS – The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.

COST DATA – Factual information concerning the cost of labor, material, overhead, and other cost elements that are expected to be incurred or that have been actually incurred by a contractor in performing a contract.

COST REIMBURSEMENT CONTRACT – A contract under which a contractor is reimbursed for costs that are allowable and allocable in accordance with the contract terms and provisions and a fee or profit, if any.

DAYS – When not otherwise stated, days refers to business days, not calendar days, when the R2CTPO is open for business.

DEBARMENT – A vendor is prohibited from submitting bids or proposals to perform or otherwise contract with the R2CTPO.

DESIGNEE – A duly authorized representative of a person holding a superior position.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) – A firm in which 51 percent of the ownership is in the hands of a minority or, in the case of a corporation, where 51 percent of the stock is owned by a socially- and economically-disadvantaged group. A socially- and economically-disadvantaged group is defined as citizens of the United States who are Black Americans, Hispanic, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Women, and any additional groups designated as socially- and economically-disadvantaged by the Small Business Administration (SBA).

EMERGENCY – Any situation that creates a threat to public health, welfare, or safety that may arise by reason of hurricane, flood, equipment failure, or other disruption of essential services, as may be declared at the sole discretion of the R2CTPO Board Chairperson or Executive Director. Due to unforeseen circumstances, time constraints also may be determined by the Executive Director, with agreement from the R2CTPO Board Chairperson, to be an emergency.

EMERGENCY PURCHASE – A purchase of goods, services, consultant services, and/or construction made without resort to any competitive process by R2CTPO due to an emergency situation as determined by the R2CTPO Board Chairperson or Executive Director.

ENCUMBRANCE – Obligations in the form of purchase orders or contracts chargeable to an appropriation. They cease to be encumbrances when paid or when the actual liability is satisfied.

ESTABLISHED CATALOG PRICE – The price included in a catalog, price list, schedule, or other form that:

- A. Is regularly maintained by manufacturer or contractor,
- B. Is either published or otherwise made available for inspection by customers, or
- C. States prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the supplies or services involved.

EXECUTIVE DIRECTOR – The Executive Director of R2CTPO.

FIDELITY BOND – A bond that secures an employer up to an amount stated in the bond for losses caused by dishonesty or infidelity on the part of an employee.

FIXED PRICE CONTRACT – A contract that provides for a firm price under which a contractor bears the full responsibility for profit or loss.

FORCE MAJEURE – See Act of God.

FORMAL QUOTE – An offer by a vendor to sell to R2CTPO. Must be written and delivered via fax, mail, email, or otherwise delivered. Must include the name of the person giving the quote, vendor name, date, time, pricing, product/good/service being procured, and all other relevant information.

FREE ON BOARD (FOB) – A shipping term defining the point at which a buyer takes legal title to goods and who is responsible for payment of freight and for prosecuting claims against carriers for loss or damage to the goods in transit.

FTA – Federal Transit Administration.

GOODS – All property, including but not limited to equipment, materials, products, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

GRANT – The furnishing by the federal, state, county or city government of assistance, whether financial or otherwise, to any person to support a program authorized by law.

GRANTEE – The public or private entity, or component of the entity, designated in the assistance award document or grant. Grantee also includes any sub-grantee of the grantee.

INDEPENDENT COST ANALYSIS – See cost analysis.

INDEPENDENT COST ESTIMATE (ICE) – A tool used to project potential bid cost estimates before an actual cost bid or proposal is provided by an intended seller.

INFORMAL QUOTE – An offer by a vendor to sell to R2CTPO. May be verbal. Must include the name of the person giving the quote, vendor name, date, time, pricing, product/good/service being procured, and all other relevant information.

INVITATION FOR BID (IFB) – Any document, whether attached or incorporated by reference, used for soliciting competitive sealed bids for the purchase of goods, service, and/or construction. Used when price is the primary factor in determining the selection between vendors.

ITEM – A single separate unit, article, product, material, or service.

JOINT BIDDING – See Cooperative Purchasing.

LABOR SURPLUS AREA – Area designated by the U.S. Secretary of Labor that has concentrated unemployment or under-employment.

LEAD AGENCY – Entity that solicits bids on behalf of other participating entities in a cooperative purchasing agreement.

LIKE-KIND EXCHANGE – A Federal Transit Administration policy allowing for the exchange of grant-purchased assets prior to the expiration of their useful lives for assets with similar useful lives.

LOBBYING – Influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of an R2CTPO Board member, officer, selection committee member, employee, agent, or attorney relating to the selection, ranking, or contract award in connection with the bid/proposal process through direct or indirect verbal or written communication. Lobbying includes such actions whether performed by the bidder itself; any employee of the vendor; the vendor's attorney, agent, or other paid or non-paid representative; or any person who performs such actions on behalf or at the behest of the vendor. Lobbying includes the attempt to influence Board members while they are performing their functions for other governmental entities (e.g., a city or Volusia County).

MINORITY BUSINESS ENTERPRISE – See Section 18, Minority Business/Disadvantaged Business Enterprises.

MINORITY PERSON – See Section 18, Minority Business/Disadvantaged Business Enterprises.

MULTI-STEP SEALED BIDDING – A method of bidding that combines certain elements of competitive sealed bidding and competitive sealed proposal methods.

PERFORMANCE BOND – A bond furnished by an insurance company that guarantees that all work will be performed.

PIGGYBACKING – See Assignment of Contract Rights. See also Section 7, Assignment of Contract Rights.

PRE-BID/PRE-PROPOSAL MEETING – Meeting held with prospective bidders/proposers prior to solicitation of bids or proposals to recognize state-of-the-art limitations, technical aspects, specifications, and standards relative to the subject and elicit expertise and bidders interest in pursuing the task.

PRE-QUALIFICATION OF BIDDERS – The screening of potential vendors in which R2CTPO considers such factors as financial capability, reputation, management, experience, qualifications, etc., in order to develop a list of vendors qualified to bid on R2CTPO contracts or a specific contract.

PRICE ANALYSIS – The evaluation of price data without analysis of the separate cost components and profit, as in cost analysis, that may assist in arriving at prices to be paid and costs to be reimbursed.

PRICING DATA – Factual information concerning prices for items that are substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices, and current selling prices. The definition refers to data relevant to both prime and sub-contract prices.

PROCUREMENT (PURCHASE) – The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies or services. Also includes all functions that pertain to the obtaining of any supply or service, including a description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

PRODUCT – Goods, services, or supplies provided by a vendor.

PROFESSIONAL SERVICES – Defined under Section 287.055, Florida Statutes, as amended.

PROGRESS PAYMENTS – Payment made periodically as work progresses under a contract, based on the costs incurred, percentage of completion, or particular stage of completion.

PROJECT MANAGER (PM) – The member of the R2CTPO staff who is responsible for monitoring and reviewing the project to determine if the contract terms and conditions, including deliverables, are being met and for making all attempts to resolve any problems regarding adherence to the terms and conditions of the contract.

PROPOSAL – An executed formal document submitted to the R2CTPO stating the goods, consultant services, and/or services offered to satisfy the need as requested in the request for proposal.

PURCHASE DESCRIPTION – Words used in a solicitation to describe the supplies or services to be purchased, including any performance, physical, or technical requirements. Purchase descriptions and specifications may be used interchangeably.

PURCHASE ORDER – A written document ordering supplies, services, or construction for R2CTPO.

PURCHASE REQUISITION – See Requisition.

QUALIFIED BIDDER, OFFERER, PROPOSER, QUOTER, OR RESPONDENT – An individual or business entity that has submitted a bid, offer, proposal, quotation, or response and that has the capability in all respects to perform fully the contract requirements and the integrity and reliability that gives reasonable assurance of good faith and performance.

QUALIFIED PRODUCTS LIST – An approved list of supplies or services described by model or catalog numbers, which, prior to competitive solicitation, R2CTPO has determined will meet applicable specifications and requirements.

QUESTION PERIOD – Period of time after release of an IFB or RFP during which prospective bidders/proposers may ask questions of R2CTPO staff. Questions must be submitted in conformance with the requirements of the IFB or RFP.

QUOTE or QUOTATION – An indication of price or cost based on certain parameters from a vendor and provided verbally or in writing. See Informal Quote or Formal Quote.

REQUEST FOR PROPOSAL (RFP) – A request by R2CTPO for offers to sell goods or services under certain terms and conditions in which hourly rates may be one of several factors in the determination of a vendor being awarded the contract.

REQUEST FOR QUOTES or REQUEST FOR QUOTATIONS – A form of informal solicitation, including obtaining oral or written quotes from vendors, without formal advertising and receipt of sealed bids. Normally used for purchases in which Florida Statutes do not require formal sealed bids and it is considered good business practice to establish price competition.

REQUISITION – The written request by the Project Manager to the Chief Financial Officer for goods or services initiating the procurement process.

RESPONSIBLE BIDDER, OFFEROR, PROPOSER, QUOTER, OR RESPONDENT – A person who has the capability in all respects to perform fully the contract requirements and the tenacity, perseverance, experience, qualifications, integrity, reliability, capability, facilities, equipment, and credit that will assure good faith performance.

RESPONSIVE BIDDER, OFFEROR, PROPOSER, QUOTER, OR RESPONDENT – A person or business that has submitted a bid or offer that conforms in all material respects to the specifications and requirements set forth in the IFB, RFP, or other solicitation.

RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION – Organization overseeing the transportation needs of Volusia County, Flagler Beach, and Beverly Beach, Florida.

SEALED BID – A bid submitted in a sealed envelope to prevent dissemination of its contents before the deadline for the submission of all bids; usually required to ensure fair competition among bidders.

SELECTION ADVISOR – An individual responsible for assisting the Selection Committee in reviewing and evaluating IFBs and RFPs. The Advisor should be knowledgeable about the product(s) or professional service(s) being reviewed for potential procurement and advice the committee as needed during its evaluation process.

SELECTION COMMITTEE – A committee established to review, evaluate, and provide a ranking of responsible, responsive bidders/proposers to IFBs and RFPs (ordinal ranking may be used, but is not required).

SERVICES – The furnishing of labor, time, and/or effort by a vendor/contractor that does not involve the delivery of a specific end product other than reports that are incidental to the required performance. This term shall not include employment or collective bargaining agreements.

SERVICE CONTRACT – A contract that calls for a contractor's time and effort rather than a concrete or tangible end product.

SINGLE BID PROCUREMENT – Occurs when only one bid is submitted after a general open solicitation of bids.

SINGLE PROJECT CONTRACT – A contract for a single defined project.

SOLE SOURCE PROCUREMENT – Procurement process used to solicit bids or quotations from a single source. Used under very specialized circumstances when a good faith review of available sources demonstrates that there is only one source for the required supply, service, or item.

SPECIFICATION – Any description of the physical, functional, or performance characteristics or of the nature of a supply or service. Includes, as appropriate, requirements for inspecting, testing, or preparing a supply or service for delivery.

STATE CONTRACT – A contract for supplies that is competitively bid by the State and available to R2CTPO for piggybacking.

STATEMENT OF WORK – The description of services and/or supplies to be provided by the vendor if awarded the contract.

SUPPLIER – See Vendor.

TABULATION OF BIDS – The recording of bids and bidding data for the purpose of comparison, analysis, and recordkeeping.

TASK ORDER – An individual request for products or services under a continuing services contract. These contracts are structured to allow incremental execution using individual task orders. Task orders are not change orders.

TERM CONTRACT – A firm price agreement with a vendor for supplies for a predetermined period of time.

TWO-STEP PROCUREMENT – A bidding procedure consisting of two stages; Step 1 consists of a request for technical proposals and the selection of bidders whose proposals are considered most acceptable; Step 2

consists of only those bidders whose technical proposals have been rated most acceptable submitting cost proposals. Bidding then proceeds as in conventional formal sealed bid procedures.

VENDOR – An actual or potential supplier of construction, goods, services and or consultant services. Also known as a supplier, bidder, or proposer.

VENDOR APPLICATION – A written request to the R2CTPO from a vendor indicating interest in providing supplies or products to the R2CTPO.

VENDOR COMPLAINT FORM – A document completed by the Project Manager citing discontent with a vendor or unsatisfactory goods or services provided by a vendor, to be submitted to the Chief Financial Officer.

VENDOR FILE – The accumulated record maintained by the R2CTPO. The record includes information on the vendor's relationship with R2CTPO, such as application for inclusion on the bidders list, record of performance under contract, and correspondence.

VICE CHAIRPERSON – The Vice Chairperson of the R2CTPO Board.

Acronyms

CA	Contract Administrator
CFO	Chief Financial Officer
CFR	Code of Federal Regulations
CCNA	Consultants' Competitive Negotiation Act, Section 287.057, Florida Statutes
DBE	Disadvantaged Business Enterprise
DOT	Department of Transportation
FAR	Florida Administrative Rules
ICE	Independent Cost Estimate
IFB	Invitation for Bid
FDOT	Florida Department of Transportation
FOB	Free on Board
FS	Florida Statutes
FTA	Federal Transit Administration
LAP	Local Agency Program
MBE	Minority Business Enterprise
PM	Project Manager
R2CTPO	River to Sea Transportation Planning Organization
RFP	Request for Proposals
UPWP	Unified Planning Work Program
U.S.C.	United States Code

Section 3 Staff Responsibility



A. Responsibility:

1. Project Manager (PM): It shall be the responsibility of the PM to be actively involved throughout the procurement process. The responsibilities of the PM include, but are not limited to:
 - a. Primary responsibility for preparing the scope of services, including technical requirements, for the contract.
 - b. Managing the project to ensure timely, cost-effective, and quality deliverables. The PM should monitor the project to determine whether the contract terms and conditions, including deliverables, are being met and make all attempts to resolve any problems with performance. The PM acts as the primary means of communication between the River to Sea Transportation Planning Organization (R2CTPO) and the vendor and has primary responsibility on R2CTPO's behalf for ensuring that the work is successfully completed in accordance with the terms of the contract. Should actual or potential performance problems arise, the PM must advise the Contract Administrator (CA), who will coordinate a resolution with the PM and other R2CTPO staff, if necessary.
 - c. Consulting with the CA regarding all questions or requests from the vendor that pertain to change orders, contract amendments, and any other administrative matters that are the responsibility of the CA, and accurately communicate R2CTPO's position to the vendor.
 - d. Verifying, for financial and accounting purposes, that the work for which R2CTPO has been invoiced has been accomplished in accordance with the contract terms.
2. Contract Administrator (CA): The Chief Financial Officer will be the CA. The CA is responsible for the administrative aspects of contract implementation from inception to completion. The responsibilities of the CA include, but are not limited to:
 - a. Responsible for ensuring compliance with R2CTPO's procurement policies, although the PM will have knowledge of procurement procedures.
 - b. Maintaining boilerplate contractual language that can be used for new procurements. There may be multiple boilerplate contracts to meet the needs of the R2CTPO. It is the responsibility of the CA to keep the contract language in conformance with all requirements by consulting with R2CTPO's legal counsel when needed and to modify the boilerplate for specific projects, including modifying contract terms such as adding special conditions for the project. The CA also will determine if a piggybacking clause is appropriate (see Section 7, Assignment of Contract Rights).
 - c. Working with the PM to ensure that the final contract is reviewed by R2CTPO's legal counsel prior to public notice of the procurement.

- d. Working with the PM to ensure that R2CTPO's financial, accounting, and invoicing procedures are met.
- e. Ensuring that required insurance is obtained and maintained by the vendor.
- f. Responsible for contract amendments, change orders, renewals, and other documents and ensuring that they are processed in accordance with R2CTPO's policies and procedures.
- g. Documenting files and reviewing data integrity to ensure the completeness, accuracy, and security of procurement records, including computer files and databases.

Section 4 Transactions Exempt from Competitive Procurement



Certain transactions cannot be handled through competitive bargaining and negotiations. These exempt transactions include the following:

- A. Acquisition of real property, such as land, easements, rights-of-way, existing buildings, structures, or improvements resulting from negotiations and approved by the R2CTPO.
- B. Court-ordered fines and judgments resulting from litigation.
- C. Court-ordered fees resulting from the judicial process, processed by the Clerk of the Court, and recorded against the budget for such fees.
- D. Cash transfers and investment transactions for fiscal management purposes, recorded against general ledger accounts.
- E. Accrued or current liabilities already charged against the budget, recorded against the general ledger accounts.
- F. Debt service payments charged against budgetary accounts as authorized by the R2CTPO.
- G. Refunds of current or prior year revenues charged against budgetary accounts.
- H. Grant disbursements to federal, state, or local government agencies or to private groups or agencies.
- I. Insurance, including but not limited to, liability, property, medical and workers compensation insurance or payments from any loss fund established for such purpose.
- J. Dues and memberships in trade or professional organizations, subscriptions for periodicals, advertisements, copyrighted materials, authorized hospitality expenses and fees, and costs of job-related travel, seminars, tuition registration and training as allowed by the R2CTPO budget.
- K. Legal services, expert witnesses, court reporter services, and all other related expenses of claims and/or litigation.
- L. Title insurance, title commitments, title searches, ownership and encumbrance searches, and transactions governed by Interlocal Agreement.

Section 5 Procurement Procedures for Federal or State Funded Grant Programs



- A. The R2CTPO recognizes that certain procurement procedures for federal- or state-funded grant programs may conflict with standard R2CTPO procedures. The R2CTPO is authorized to modify procurement procedures to comply with procurement procedures for federal- or state-funded grant programs provided that no modification may be less stringent than the corresponding R2CTPO procedure unless approved by the R2CTPO Board. The R2CTPO Board may waive any and all procurement regulations to comply with a federal or State law.
- B. In the case of Local Agency Program (LAP) Certification and projects/studies to be undertaken by and/or overseen by the R2CTPO, the R2CTPO will comply with the Florida Department of Transportation (FDOT), including ensuring that advertising for bids are undertaken pursuant to 23 CFR 635.112(d)(e)(f)(g)(h) and 49 CFR 18.36.
- C. As evidence of compliance with applicable requirements, the R2CTPO will complete FDOT's form *Local Agency Program (LAP) Critical Requirements Checklist for Professional Services Certification* (as included in Appendix A) in all requests for professional services for LAP.

Section 6 Conflict of Interest



- A. No official, employee, or member of R2CTPO shall participate in the selection or in the award or administration of a contract if a conflict of interest, real or apparent, exists. Such a conflict would arise if any of the following has a financial or other interest in the firm selected or considered for award:
 - 1. The official, employee, or member,
 - 2. Any member of his or her immediate family,
 - 3. His or her business or personal partner, or
 - 4. An organization that employs, or is about to employ, any of the above.
- B. The R2CTPO's officials, employees, or members shall neither solicit nor accept gratuities, favors, or anything of monetary value exceeding a value of \$25 from contractors, potential contractors, or parties to sub-agreements.
- C. Violations of these standards of conduct may result in disciplinary action as set forth in Chapter 113, Part III, Florida Statutes, provided that such disciplinary action does not conflict with the jurisdiction of the State of Florida Commission on Ethics.

Section 7 Assignment of Contract Rights

To allow for greater purchasing flexibility for the R2CTPO and other governmental entities, the assignment of contract rights (piggybacking) is allowed.

- A. Goods and contractual services may be purchased from or through other governmental and agency bids, including State of Florida or local governmental entities, without additional competitive bidding if:
 - 1. The bid documents and procurement procedures used by the other government or agency are consistent with or more stringent than the R2CTPO's procurement process and permit other governments to purchase from the bid; and
 - 2. The purchase is approved in accordance with all requirements of this manual and a separate contract, or amendment thereto, is executed.
- B. The R2CTPO allows other governmental entities to piggyback off its contracts.
 - 1. During the procurement process, the CA, in coordination with the PM, should determine if a contract should include a piggybacking statement. If it is determined to be appropriate, contract boilerplate language should be amended to contain language indicating that piggybacking is allowed by the R2CTPO.

Section 8 Petty Cash



- A. Petty Cash purchases must be pre-approved by either the Executive Director or the Chief Financial Officer, are limited to immediate need and/or small cash purchases that do not exceed \$100, and require a receipt for documentation.
- B. Misuse of petty cash funds is subject to non-reimbursement and personal liability.

Section 9 Contract Award Policy



- A. Procurements, including change orders, require the following procurement mechanisms based on the estimated amount of purchase. See also Table 1 Contract Award.
 - 1. Micro purchases: Purchases estimated to be below \$500 do not require any formal or informal purchasing mechanism.
 - 2. Informal quotes: Purchases estimated to be greater than or equal to \$500 but less than or equal to \$5,000 require three (3) informal quotes, as described in Section 10, Small Purchases.
 - 3. Formal quotes: Purchases estimated to be greater than \$5,000 but less than or equal to \$25,000 require three (3) formal quotes, as described in Section 10, Small Purchases.
 - 4. Invitation for Bids/Request for Proposals: Purchases estimated to be greater than \$25,000 require the R2CTPO to follow the competitive bid process found in Section 11, Formal Competitive Contract Award Process.
- B. No purchase of goods, consultant services, services, and/or construction shall be artificially divided to qualify for the small purchase exemption.
- C. All procurement processes must follow federal, state, and local law. Where there is conflict between laws, federal law shall trump state and local law, and state law shall trump local law.

Table 1 Contract Award

Mechanism	Informal Quotes	Formal Quotes	Invitation for Bids/ Request for Proposal	Sole Source/Non- Competitive Negotiations	Cooperative Purchasing/ Piggybacking	Emergency Purchase
Dollar Amounts¹	≤ \$5,000	> \$5,000 - ≤ \$25,000	> \$25,000			
Criteria/Process	Micro: < \$500 requires no quotes	Requires three formal quotes	IFB: Price is primary determining factor	Requires documented good faith review of available sources which demonstrates there is only one source for the required supply, service, or item.	Only if documents and selection procedures are consistent or more stringent than R2CTPO's.	If necessary to remedy or mitigate the harmful effects of any actual or threatened occurrence which may interfere with the conduct of normal operations or remedy or correct a condition which may pose an imminent or existing threat to health, safety, or welfare of persons or property within the R2CTPO boundaries.
	≥ \$500 - ≤ \$5,000 requires three informal quotes		RFP: Hourly rates may be one of several determining factors			
Approvals	R2CTPO Executive Director (or CFO for Micro Purchases)	R2CTPO Executive Committee	R2CTPO Board ²	≤ \$5,000 Executive Director; > \$5,000 - ≤ \$25,000 Executive Committee; > \$25,000 R2CTPO Board	≤ \$5,000 Executive Director; > \$5,000 - ≤ \$25,000 Executive Committee; > \$25,000 VTPO Board	R2CTPO Chairperson or Executive Director

¹Tag and inventory all Tangible Personal Property items of an individual value of \$1,000 or greater.

²If staff estimates a cost above \$25,000, but the winning bid/proposal is under \$25,000, then only the approval of the R2CTPO Executive Committee is required.

Section 10 Small Purchases

- A. Small purchases may be formally bid at the choice of R2CTPO staff. If bid, then all terms within Section 11, Formal Competitive Contract Award Process apply if they are over \$25,000.
- B. Informal quotes are required for purchases greater than or equal to \$500 and less than or equal to \$5,000.
 - 1. If an R2CTPO staff person is given an informal, or verbal, quote, he/she should document the name of the person giving the quote, vendor name, date, time, pricing, product/good/service being procured, and all other relevant information.
 - 2. Three (3) informal quotes are required before purchase.
 - 3. Summaries of informal quotes should be included within the text of the requisition.
 - 4. Quote prices will not be released to competing vendors until final determination for the purchase has been made.
- C. Formal quotes are required for purchases greater than \$5,000 and less than or equal to \$25,000.
 - 1. If an R2CTPO staff person is given a formal, or written, quote, he/she should require the quote to be faxed, mailed, emailed, or delivered to the requesting staff member. Formal quotes must contain the same information as an informal quote.
 - 2. Three (3) formal quotes are required before purchase.
 - 3. Original formal quotes must be included within the requisition (by separate attachment) and retained by the department in accordance with the Record Retention Policy.
 - 4. Quote prices will not be released to competing vendors until final determination for the purchase has been made.

Section 11 Formal Competitive Award Process



- A. The formal competitive contract award process is required for all purchases over \$25,000, but may be used for purchases under this amount at the discretion of R2CTPO. It includes two (2) mechanisms for award. See Table 1, Contract Award in Section 9, Contract Award Policy for more information.
 - 1. Invitation for Bids (IFB): Any document, whether attached or incorporated by reference, used for soliciting competitive sealed bids for the purchase of goods, service, and/or construction. IFBs are used under the following conditions:
 - a. Precise specifications of the needed product are known and can be described in an IFB;
 - b. Price is the primary criteria for selection; and
 - c. It is in the R2CTPO's best interest to do so.
 - d. When it is impractical initially to prepare a purchase description to support and award based on price, the Selection Committee may use a multi-step sealed bidding process, whereby an initial IFB is issued requesting the submission of unpriced offers, or information relating to the experience and capabilities of the prospective bidders, to be followed by an IFB limited to those bidders whose offers or experience and capabilities have been determined to be acceptable under the criteria set forth in the initial IFB.
 - 2. Request for Proposals (RFP): A request by the R2CTPO for offers to provide goods or services under certain terms and conditions.
- B. Preparation of IFB/RFP Package
 - 1. All specifications, scopes of services, budget information, award criteria, proposed contractual terms and conditions, and relevant bid/proposal information shall be developed prior to notification of a complete contract award process. See Section 3, Staff Responsibility.
 - 2. All IFBs/RFPs shall contain specific instructions on how, when, and where the proposals shall be submitted including the date the proposal will be opened.
 - 3. All IFBs/RFPs shall include a requirement that the bid/proposal shall be submitted as a sealed package.
 - 4. All IFBs/RFPs shall clearly set forth a defined beginning and term of service.
 - 5. All IFBs/RFPs shall set forth the time, date, and location for a pre-bid or pre-proposal meeting and whether or not attendance is mandatory.
 - 6. All IFBs/RFPs shall set forth information on how questions may be submitted and when they are due. It will also note how questions will be responded to.

7. All IFBs/RFPs shall set forth information on how addenda will be transmitted to potential bidders/proposers.
8. All IFBs/RFPs shall contain a statement that the R2CTPO reserves the right to reject all irregular bids/proposals or to reject all bids/proposals if it is deemed by the R2CTPO to be in the best interest of the R2CTPO.
9. All IFBs/RFPs shall contain the criteria by which the competitive contract award process will be based. Typically, a list of criteria with maximum assigned point values should be provided. If a criteria's points can be earned only on an all-or-nothing basis, note of this fact should be documented in the IFB/RFP documents.
10. All RFPs shall indicate whether the selection process short-list presentation or interview may be required of the top bidders/proposers and shall provide information on the scoring process for the interview/presentation. During its deliberations on the bids/proposals, the Selection Committee will determine if a short-list presentation or interview is warranted. If presentations are determined necessary, shortlisted firms shall be invited to present additional detail to be determined based on the criteria set forth in the IFB/RFP.
11. RFPs shall provide a statement of need or problem description for which proposed solutions are sought. Such RFPs may include specifications, scopes of services, and proposed contractual terms and conditions to which proposals must respond. RFPs shall encourage the proposal of alternative specifications, scopes of services, and proposed contractual terms and conditions if such alternatives are proposed as the best method of meeting the need stated or solving the described problem.
12. All IFBs/RFPs shall contain proposed contract language based on the R2CTPO's boilerplate contract language, amended as necessary for the contract.

C. Specification Preparation

1. Specifications shall be drafted in a manner to ensure overall economy (without sacrificing quality) for the purposes intended and shall promote maximum free and open competition in satisfying the R2CTPO's needs, and not be unduly restrictive.
2. Specifications shall not include proprietary, exclusionary, or discriminatory requirements.
3. The policy enunciated in this section applies to all specifications, including, but not limited to, those prepared by architects, engineers, and all other contracted consultants.
4. Brand name or equal specifications may be used when the R2CTPO determines that:
 - a. No adequate design or performance specification or qualified products list is available;

- b. Time does not permit the preparation of another form of purchase description, not including a brand-name specification;
- c. The nature of the product or the nature of the R2CTPO's requirements makes use of a brand name or equal specification suitable for the procurement; and
- d. Use of a brand name or equal specification is in the R2CTPO's best interest.
- e. When a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of the brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition.

D. Notification for IFB/RFP

1. The R2CTPO Executive Director shall provide notification of the desired procurement, or change order according to the following:
 - a. Dollar amount > \$5,000 - ≤ \$25,000: notice should be given to the R2CTPO Executive Committee.
 - b. Dollar amount > \$25,000: it needs to be included in the R2CTPO Board Meeting Agenda for approval.

All specifications, scopes of services, budget information, award criteria, proposed contractual terms and conditions, and relevant bid/proposal information shall be included in the notification.

2. The R2CTPO shall provide public notice via advertisement that shall be posted or published a minimum of:
 - a. Procurements expected to cost up to \$200,000: fifteen (15) calendar days prior to submission of bids for procurement.
 - b. Procurements expected to exceed \$200,000: thirty (30) calendar days prior to submission of bids for procurement.
3. R2CTPO staff shall maintain a bidder's list of all bidders who have submitted a bid/proposal in the last three (3) years. Potential bidders/proposers may request to be added to the bidder's list. All relevant potential bidders/proposers should be notified via mail or email by the R2CTPO of upcoming IFB/RFP opportunities.

E. Selection for IFB/RFP

1. Selection Committee Membership

- a. The Selection Committee shall not be made up of fewer than three voting members.
- b. Voting members of the Selection Committee should include two (2) members of R2CTPO staff and a designated member of the R2CTPO's Technical Coordinating Committee. R2CTPO staff member representatives on the Selection Committee shall be determined by the Executive Director. The R2CTPO Technical Coordinating Committee member shall be determined by the Technical Coordinating Committee.
- c. Technical Coordinating Committee members who work for consulting firms shall not sit on the Selection Committee if their firm has submitted a bid/proposal for consideration by the committee
- d. A representative of FDOT District 5 may be included on the Selection Committee as a non-voting advisor. The FDOT District 5 representative shall be determined by FDOT District 5.
- e. For projects above \$200,000, the Selection Committee shall include an R2CTPO Board member as a voting member and a fifth person. These members should be determined by the R2CTPO Executive Director in consultation with the Executive Committee.
- f. The Selection Committee may choose to have a Selection Advisor to assist the committee in understanding the bids/proposals. The Advisor should be knowledgeable on the product(s) or professional service(s) being reviewed for potential procurement and able to advise the committee as needed during its evaluation process. This role may be filled by a member of the R2CTPO's staff or someone outside the organization. The Selection Advisor is chosen by the Selection Committee.

2. Decision Making Process

- a. Bids/proposals shall be publicly opened in the presence of one or more witnesses.
- b. The Selection Committee shall evaluate Bids/Proposals based on the requirements set forth in the IFB/RFP. Award criteria shall be, to the maximum extent feasible, objectively measurable. No criteria may be used for evaluation that has not been set forth in the IFB/RFP.
- c. IFB: If the contract is to be awarded on the basis of price, the contract must be awarded to the qualified and responsive bidder who submits the lowest bid price.
- d. RFP with Short List: The Selection Committee shall score each of the proposals based on the evaluation criteria and points provided in the RFP package. Scores from each voting member of the Selection Committee will be averaged. The Selection Committee will determine an

- appropriate number of proposers to present/interview and will select the top scoring teams to present/interview. A separate score will be assigned to each bidder/proposer based on the presentation/interview process as described in the RFP. Scores from each voting member of the Selection Committee will be summed, and the average score will be calculated. The scores on the bid/proposal and the presentation/interview will be added together prior to the averaging. The R2CTPO Executive Director will present the ranked (from highest score to lowest score) list of bidders/proposers to the R2CTPO Executive Committee for recommendation to the R2CTPO Board.
- e. RFP without Short List: The Selection Committee shall score each of the proposals based on the evaluation criteria and points provided in the RFP package. Scores from each voting member of the Selection Committee will be summed, and the average score will be calculated. The R2CTPO Executive Director will present the ranked (from highest score to lowest score) list of bidders/proposers to the R2CTPO Executive Committee for recommendation to the R2CTPO Board. The R2CTPO Board will vote on the order of firms. Once the R2CTPO Board has voted, the Executive Director may begin negotiation with the first preferred bidder/proposer.
 - f. Qualification: All awards made by the R2CTPO, whether obtained by IFB or RFP, shall consider whether the prospective contractor/vendor meets the standards of qualification. Factors to be considered in determining whether the standards of qualification have been met shall include whether a prospective contractor/vendor has:
 - i. Made available the appropriate financial, material, equipment, facility, and personnel resources and expertise or has the ability to obtain them, if necessary to indicate its capability to meet all contractual requirements;
 - ii. A satisfactory record of performance;
 - iii. A satisfactory record of integrity;
 - iv. The legal ability to contract with the R2CTPO; and
 - v. Supplied all necessary information in connection with the inquiry concerning responsibility, including, but not limited to, any licenses, permits or organization papers required.
 - vi. If such vendor fails timely to supply the requested information, the R2CTPO shall base the determination of qualification upon any available information, or may find the prospective vendor not qualified if such failure is unreasonable.
 - g. If there are fewer than three (3) respondents, the Selection Committee will determine whether to use the responses received or re-advertise.

3. Rejection of Bids/Proposals

- a. IFB: The Selection Committee shall, at all times, except when expressly waived, reserve the right to reject all bids/proposals and rebid or to elect not to proceed.
- b. RFP: In the event only one responsive proposal is received, the R2CTPO reserves the right to award to the sole proposer, direct staff to re-advertise the RFP with or without making changes to the evaluation factors, or elect not to proceed.

4. Notification of Selection

- a. IFB/RFP: All bid results and recommendations shall be posted at the R2CTPO office and on the R2CTPO website for a period of five (5) business days. Notification of selection results will be mailed or emailed to all bidders/proposers.
- b. IFB/RFP: The bidder/proposer shall be awarded with reasonable promptness by means of a written notice to such bidder/proposer.

5. Negotiation

- a. Once the recommendations are approved by the R2CTPO Board, the Executive Director will take the lead on negotiations with the first preferred bidder/proposer. The goal will be to complete negotiations within thirty (30) calendar days from the date of approval by the R2CTPO Board.
- b. If the R2CTPO is unable to negotiate a contract with the first preferred bidder/proposer, the Executive Committee will determine if an agreement cannot be met with the first preferred bidder/proposer and authorize the Executive Director to begin negotiations with the second preferred respondent. If the R2CTPO is unable to negotiate a contract with the second preferred bidder/proposer, the Executive Committee will determine if an agreement cannot be met with the second preferred bidder/proposer and the Executive Director will begin negotiations with the third preferred respondent. The Executive Director will continue in this manner until the list of preferred bidders/proposers is exhausted. If a contract cannot be successfully negotiated with any of the preferred bidders/proposers, the Selection Committee will re-convene and repeat the selection process with the remaining respondents.
- c. The Executive Director will present the final contract to the R2CTPO Board for approval.

Section 12 Continuing Contracts for Professional Services



A continuing contract for professional services may be entered into in accordance with Section 287.055, Florida Statutes, between the R2CTPO and a firm to provide continuing professional services in response to task orders. The R2CTPO may enter into continuing contracts for services beyond those specifically mentioned in Section 287.055, Florida Statutes.

- A. Continuing contracts shall have a termination date and a total maximum value for the contract that may not be exceeded.
- B. Task orders may be issued in any amount as long as the total task order amount does not exceed the maximum value for the contract.
- C. Task orders shall be approved according to the following requirements:
 - 1. For task orders less than or equal to \$5,000, the Executive Director shall approve the task order.
 - 2. For task orders greater than \$5,000 but less than or equal to \$25,000, the Executive Committee shall approve the task order.
 - 3. For task orders greater than \$25,000, the R2CTPO Board shall approve the task order.
- D. The R2CTPO staff shall recommend continuing professional service contracts under the following circumstances:
 - 1. Staff anticipates it will need continuing professional services support contract of a specified nature consistent with the adopted Unified Planning Work Program (UPWP).
 - 2. The continuing contract must be for a specified nature, as detailed in the contract.
 - 3. The continuing contract must have a specified termination date.
- E. The R2CTPO Chief Financial Officer shall maintain boilerplate contract language for continuing contracts for professional services.
- F. The initial term of continuing contracts for professional services shall not exceed three (3) years. After expiration of the initial term contracts can be renewed annually; however, in no event the total term of the contract shall exceed a total term (initial term plus annual renewals) of five (5) years.

Section 13 Sole Source Procurements

- A. A determination of sole source may be made by the R2CTPO, after conducting a good faith review of available sources that demonstrates there is only one source for the required supply, service, or item. A record of determination of the sole source shall be maintained by the R2CTPO. Determinations are made according to the following requirements:
 - 1. If a procurement is estimated to be less than or equal to \$5,000, the Executive Director will make the sole source determination.
 - 2. If the procurement is estimated to be greater than \$5,000 but less than or equal to \$25,000, the R2CTPO Executive Committee makes the sole source determination.
 - 3. If the procurement is estimated to be greater than \$25,000, the R2CTPO Board makes the sole source determination.
- B. For a commodity or service to be deemed as the sole source procurement, the R2CTPO must have the appropriate documentation proving at least one of the following:
 - 1. The brand, make, or specifications are available only from one source or from the original manufacturer;
 - 2. A different brand, make, or specifications would be incompatible with currently-owned equipment; or
 - 3. An emergency exists and the item is required immediately to avoid threat to the health, safety, or welfare of persons or property.
- C. The PM must document that a good faith effort has been made in seeking other sources. Documentation shall be kept for in accordance with document retention guidelines in Section 15, Procurement Document Retention.

Section 14 Emergency Procurements

- A. An emergency procurement is the purchase of goods, services, consultant services and/or construction made non-competitively because, in the sole judgment of the R2CTPO Chairperson or the Executive Director of the R2CTPO, such acquisition is necessary to remedy or mitigate the harmful effects of any actual or threatened occurrence that may interfere with the conduct of normal operations or remedy or correct a condition that may pose an imminent or existing threat to the health, safety or welfare of persons or property.
- B. Due to unforeseen circumstances, time constraints also may be determined by the Executive Director, with agreement from the R2CTPO Board Chairperson, to be an emergency.
- C. Approval of Emergency Procurement: if the amount of the procurement amount is > \$5,000 then, the Emergency Procurement can be approved by the R2CTPO Board Chair or Vice-Chair. If they are unavailable and delays will cause increase costs, the expenditure can be authorized by the Executive Director. The R2CTPO Board will be notified of the Emergency Procurement at the next Board meeting.

Section 15 Procurement Document Retention



- A. Documents to be retained: Any and all procurement determinations relating to the solicitation, award, or debarment shall be maintained in the R2CTPO files. A system shall be developed for retaining hard copies or electronic scanned copies.
- B. Length of retention: All procurement records shall be retained and disposed of by the R2CTPO in accordance with records retention guidelines and schedules approved by the Division of Archives of the State of Florida. If a contract is funded, in part or in whole, by a federal agency, then all procurement records pertaining to that contract shall be maintained for the time specified in the funding contract, but not less than R2CTPO retention requirements.

Section 16 Authorization to Debar Vendor



- A. The R2CTPO has the authority to seek the debarment of vendors. Debarment means that a vendor is prohibited from submitting bids or proposals to perform or otherwise contract with the R2CTPO.
- B. The causes for debarment include permanent and non-permanent debarment.
 - 1. Permanent debarment prevents a vendor from ever contracting with the R2CTPO in the future.
 - a. Entry of a plea of guilty, no contest, or *nolo contendere* to, or conviction for, commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in performance of such contract.
 - b. Entry of a plea of guilty, no contest, or *nolo contendere* or conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property, or any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a R2CTPO contractor.
 - c. Entry of a plea of guilty, no contest or *nolo contendere* or conviction under state or federal anti-trust statutes arising out of submission of bids or proposals.
 - 2. Non-permanent debarment allows a vendor to be reinstated as an allowable vendor after three (3) years and approval of the R2CTPO Board. Non-permanent debarment includes violations of provisions of contracts as follows:
 - a. Failure, without good cause, to perform in accordance with specifications or within the time limits provided in the contract;
 - b. A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts within the previous three (3) years, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
 - c. Refusal to enter into a contract with R2CTPO by failing to provide bonds, insurance, or other required certificates within the time periods as specified in bid/proposal response;
 - d. Refusal to accept a purchase order, agreement, or contract or to perform thereon, provided such order was issued timely and in conformance with the offer received;
 - e. Presence of principals or corporate officers in the business or concern who were principals within another business at the time when the other business was suspended within the last three (3) years under the provisions of this section;
 - f. Violation of the ethical standards set forth in State law;

- g. Providing anything of value, including but not limited to, a gift, loan, reward, promise of future employment, favor, or service to any employee to influence the award of contract or purchase of items from a contract; or
 - h. Any other cause the R2CTPO determines to be serious and compelling as to affect the credibility as a R2CTPO vendor, including debarment by another government entity for any cause listed in this section.
- C. Recommended Decision: The R2CTPO Executive Committee shall issue a notice letter that advises a vendor that they have been debarred. The notice shall state the reasons for the action taken and inform the vendor of its rights to an appeal to the R2CTPO.
- D. Appeal to the R2CTPO Board
- 1. Any person dissatisfied or aggrieved with the notification of the R2CTPO's determination regarding debarment must, within ten (10) calendar days of such notification, appeal the determination in writing in accordance with the hearing procedures contained in this section.
 - 2. Hearing Date: Upon receipt of the request for hearing, the Chairperson of the R2CTPO Board shall give all parties prior notice of a hearing date and time at least five (5) calendar days before the hearing date. The vendor shall be given the opportunity at such hearing to demonstrate why the recommendation of the R2CTPO should be denied.
 - 3. Decision: The Chairperson of the R2CTPO Board shall render a written decision within thirty (30) calendar days of the hearing. Any decision to debar a contractor shall be in effect for a period not to exceed three (3) years.
- E. Appeals under the Florida Rules of Appellate Procedure: An aggrieved party may appeal the decision of the R2CTPO and such appeal shall be filed within ten (10) business days of the notification of the written decision by the R2CTPO. The R2CTPO's decision to debar a person or business shall be final and conclusive unless the debarred person files a timely appeal of the R2CTPO's decision pursuant to the Florida Rules of Appellate Procedure.
- F. Reinstatement: A person or corporation may be reinstated to do business with the R2CTPO under the following conditions:
- 1. Discovery of new and material evidence not previously available;
 - 2. Dismissal of indictment or reversal of conviction; or
 - 3. Bona fide change in ownership or management sufficient to justify a finding of present responsibility.
 - 4. The expiration of the debarment period and vote of the R2CTPO Board to re-instate.

The request for reinstatement shall be forwarded in writing to the Chairperson of the R2CTPO, and the R2CTPO shall determine whether to reinstate based on written submission of evidence to the above referenced office, without further hearing. Upon consideration of the written submission, the R2CTPO chairperson shall render a decision in writing within thirty (30) calendar days.

Section 17 Bid Protest Procedures



- A. Any protest concerning IFB/RFP specifications, requirements, or processes must be made within three (3) R2CTPO business days before the submission deadline. Any protest concerning IFB/RFP awards must be made within three (3) R2CTPO business days after the award.
 - 1. The protest shall be in writing addressed to the Executive Director of the R2CTPO.
 - 2. The Executive Director shall consult with the R2CTPO's legal counsel and R2CTPO Board Chair concerning the submitted protest.
 - 3. If the protest is resolved by mutual agreement between the protesting party and the R2CTPO and it becomes necessary to revise or amend any part of the IFB/RFP, a good faith attempt will be made by the R2CTPO to notify all prospective respondents. In addition, if addendums becomes necessary, they will be posted on the R2CTPO's website.
 - 4. If the protest is not resolved by mutual agreement between the protesting party and the R2CTPO, the R2CTPO shall issue a decision in writing within five (5) R2CTPO business days. The written decision shall include the following:
 - a. State the reasons for the action taken;
 - b. Inform the person protesting of his/her right to review of the decision;
 - c. State that the request for review by the R2CTPO must be filed with the Chairperson of the R2CTPO within five (5) R2CTPO business days from the date of the decision; and
 - d. Be mailed by Certified Mail Return Receipt Requested to the protestant.
 - e. In the event of a timely protest, the R2CTPO shall not proceed further with solicitation or the awarding of the contract until all the R2CTPO administrative remedies have been exhausted or until the R2CTPO Board determines that award of the contract must be made without further delay in order to protect substantial interests of the R2CTPO.
- B. Review of Protest Decision: A written request for review of the protest decision issued by the R2CTPO Executive Director must be submitted to the R2CTPO Chairperson within seven (5) R2CTPO business days from the date of the decision. Upon filing of a timely review request for a protest decision, the following apply:
 - 1. The R2CTPO Chairperson shall consult with R2CTPO's legal counsel and review the matter.
 - 2. The R2CTPO Chairperson shall present the matter to the full board at a public meeting within sixty (60) calendar days of the filing of the protest). The board shall vote on the matter at the public meeting.
 - 3. The protesting vendor and vendor who was recommended for award (if applicable) shall be provided reasonable notice of the time, date, and place of the public meeting by Certified Mail Return Receipt Requested.

4. The decision of the R2CTPO Board shall be final.
5. In the event of a timely appeal of a protest decision, the R2CTPO shall not proceed further with solicitation or the awarding of the contract until all the R2CTPO administrative remedies have been exhausted or until the R2CTPO Board determines that award of the contract must be made without further delay in order to protect substantial interests of the R2CTPO.

Section 18 Minority Business/ Disadvantaged Business Enterprises



All contractors are encouraged to assist Florida's small and minority businesses in doing business with the R2CTPO. Each contractor, in assisting small and minority businesses, will help to expand and develop the small and minority business sector of the counties represented by members of the R2CTPO.

The information provided here is done so for convenience and is not intended to amend or change the information found under Florida Statutes.

A. Definitions

1. "Certified Minority Business Enterprise" means a business enterprise that has been certified by the State of Florida Department of Management Services as a minority business enterprise in accordance with the provisions of the Small and Minority Business Assistance Act of 1985.
2. "Minority Business Enterprise" (MBE) means any small business concern that is organized to engage in commercial transactions, is domiciled in Florida, and is at least fifty-one percent (51%) owned by minority persons, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession.
3. "Minority Person" is defined under Section 288.703, Florida Statutes, and means a lawful, permanent resident of Florida who is:
 - a. A Black American – a person having origins in any of the Black racial groups in Africa.
 - b. A Hispanic-American – a person of Spanish or Portuguese culture, with origins in Mexico, South America, Central America, or the Caribbean, regardless of race.
 - c. An Asian-American – a person having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
 - d. A Native American – a person who having origins in any of the Indian Tribes of North America prior to 1835.
 - e. An American woman.
 - f. "Small Business" means an independently-owned and operated business concern that employs fifty (50) or fewer full-time employees and has a net worth of not more than one million dollars (\$1,000,000). As applicable to sole proprietorships, the one million dollars (\$1,000,000.00) net worth requirement shall include both personal and business investments.

B. R2CTPO Selection Procedures

1. The R2CTPO shall make a good faith effort to provide interested MBEs or minority persons with adequate information about the plans, specifications, and requirements of contracts or the availability of jobs.

2. The R2CTPO shall make a good faith effort to effectively use services and resources of available minority community organizations; minority contractors' groups; local, state, and federal minority business assistance officers; and other organizations that provide assistance in the recruitment and placement of minority business enterprises or minority persons; and
 3. The R2CTPO shall make a good faith effort to provide written notice to a reasonable number of MBEs that their interest in contracting with R2CTPO is being solicited in sufficient time to allow the MBEs to participate effectively.
 4. The Selection Procedures will not have DBE/MBE as part of the evaluation scoring process, i.e. the evaluation and scoring process will not award points for DBE/MBE participation.
- C. The MBE Directory for the R2CTPO shall be the vendors list of certified MBEs prepared and maintained by the State of Florida Department of Management Services pursuant to Section 287.0943, Florida Statutes. In addition, any business that the Small Business Administration has identified as an 8(a) firm shall be eligible for listing in the directory. The purpose of this directory is to enable the R2CTPO's prime contractors to identify and utilize minority business enterprises.
- D. The above sections notwithstanding, the R2CTPO shall comply with the goals and procedures as laid out in the R2CTPO's Disadvantaged Business Enterprise (DBE) program as adopted on March 27, 2007. The DBE Program is attached in Appendix B.

Section 19 Invoice Payment



The Florida Prompt Payment Act, Section 218.74 Florida Statutes, requires that local governments formally adopt definitions and procedures to ensure the timely payment of invoices and to provide a mechanism for resolution of disputes arriving from invoices.

- A. **Payment Policy:** It is the policy of R2CTPO to pay invoices within thirty (30) calendar days of a proper receipt, provided that the goods/services have been delivered, received, and accepted by R2CTPO and the provider is not in default of any contract/agreement terms or conditions, including flow down requirements.
- B. **Proper Invoice:** A proper invoice is defined as an invoice that has been received by the R2CTPO's Chief Financial Officer and has, at a minimum:
 - 1. Vendor's name, mailing address, and telephone number
 - 2. Invoice date
 - 3. Identification of receiving R2CTPO staff member
 - 4. Shipping or delivery date or period of service (if applicable)
 - 5. Payment terms (including any applicable discounts)
 - 6. Adequate description of goods/services for identification
 - 7. Quantity
 - 8. Unit price
 - 9. Extended price
 - 10. Shipping/handling charges (if applicable)
 - 11. Total invoice amount
 - 12. Approval of project architect or engineer (if required)
 - 13. Approval of governing body (if required)
 - 14. DBE forms (if required)
 - 15. Any other required information as detained in the contract

It is the sole responsibility of the vendor to ensure that an invoice is proper and submitted as required to R2CTPO. Invoices are to be sent to the following address:

Chief Financial Officer
River to Sea Transportation Planning Organization
2570 West International Speedway Boulevard, Suite #100
Daytona Beach, FL 32114-8145

C. Invoice Processing: The following process will be followed by R2CTPO staff.

1. Upon receipt, all invoices will be date stamped.
2. If an invoice is found to be improper by failing to meet one of the requirements for a proper invoice, R2CTPO staff will notify the vendor within ten (10) business days of the receipt of the original invoice that the submitted invoice did not contain all the required information and indicate what corrective action on the part of the vendor is needed to make the invoice proper.

D. Dispute Resolution:

1. In the event of a dispute, the CFO, the PM, and the invoicing party shall meet to consider the complaint. This procedure may be initiated by either the vendor or the R2CTPO by notifying the other party in writing and stating specifically the nature of the dispute. This procedure shall commence within forty-five (45) calendar days (and be resolved within sixty [60] calendar days) of receipt of a proper invoice.
2. The invoicing party shall provide the R2CTPO such material and information as the R2CTPO may reasonably be required to resolve the dispute.
3. Any decision by the CFO shall constitute the final decision of the R2CTPO regarding the dispute. Such decision shall be communicated to the vendor in writing within five (5) business days after such a decision. If no decision is rendered within the time period set out in prior sections, then a decision against the invoicing party shall be deemed to have been issued.

Section 20 Disposition of Surplus Property

The R2CTPO shall dispose of surplus property in the following manner:

- A. Surplus goods shall be disposed of in accordance with Chapter 274, Florida Statutes.
- B. All sales of personal property (except trade-in personal property) that has become obsolete and unusable, or the sale of which is otherwise determined to be in the best interest of the R2CTPO, shall be made in accordance with the following criteria:
 - 1. If the market value is expected to be greater than \$25,000, the property shall be awarded to the highest, most responsive and responsible bidder obtained in accordance with formal bid procedures.
 - 2. If the market value is expected to be greater than \$5,000 and equal to or less than \$25,000, the property shall be awarded to the highest bidder after the receipt of three (3) written quotes.
 - 3. If the market value is expected to be equal to or less than \$5,000, the property may be disposed of without bids for value to any person, the State, any governmental unit, or any political subdivision.
 - 4. If the market value is expected to be less than \$100, the property may be donated to a local not-for profit organization, destroyed, or abandoned.