



POLICY 200.08 Purchasing

These guidelines outline the procurement process for the Brevard County Sheriff's Office. These guidelines are to ensure acceptable purchases and account for the use of public funds.

- A. All purchases will be made in accordance with applicable state and federal legal requirements.
- B. The Central Logistics Unit will prepare purchase orders ensuring separation between integral accounting functions.
- C. The Sheriff's Office will patronize only those businesses that have adequate financial strength, high ethical standards, adequate records of, or the ability to adhere to, specifications and shipping requirements.
- D. The Sheriff's Office is supportive of purchasing from local businesses whenever possible.
- E. All bids will be conducted in accordance with local, state, and federal statutes and laws. All qualified bidders will be given an equal opportunity to bid/quote and compete on equal terms.
- F. The subdivision of purchases is prohibited. Subdividing means splitting an aggregate purchase into separate, smaller purchases. No contract or purchase will be subdivided to avoid the requirements of this order.
- G. Blanket Purchase Orders: The Sheriff's Office may issue blanket purchase orders when it is determined such document will be the most cost effective means for capturing total requirements for non-capital items for a period of time not to exceed 12 months within the same fiscal year. No blanket purchase order issued by the Sheriff's Office will confer upon any person the exclusive right to furnish the Sheriff's Office requirements for the supplies, services, or construction called for by the blanket purchase order.
- H. Availability of Funds: No Sheriff's Office personnel will issue any order for delivery on a contract or open market purchase until the unit has verified that there is sufficient unencumbered appropriation balance, in excess of unpaid obligations to defray the amount of such order. There are procurement card exceptions to this requirement.
- I. Failure to adhere to these policies by any Sheriff's Office employee may result in the employee being held personally liable for the purchase and/or disciplinary action.
- J. Local Vendor Preference
The Sheriff's Office has established a local vendor preference to support the businesses operating within Brevard County and the State of Florida. When considering pricing submitted for quotes, Invitations to Bid and Requests for Proposals, a local vendor will be tabulated as if it were below the figure actually submitted by the following percentages:
 - 1. Brevard County vendor: Three percent (3%)
 - 2. State of Florida vendor: One percent (1%)In the event of a tie in pricing based on the evaluated amounts, the preference would be given to the Brevard County vendor first and the State of Florida vendor second.

PROCEDURE

A. Types Of Purchases

The Brevard County Sheriff's Office is a non-profit, governmental tax-exempt agency. Governmental agencies are exempt from state and federal sales and use taxes. This exemption is unilateral within the State of Florida. As a general rule, all states will acknowledge a governmental tax-exempt status. The Sheriff's Office tax exempt number can be obtained from the Finance Unit or the Sheriff's Office intranet.

1. The following guidelines are established for open-market purchases.
 - a. Purchases **\$50.00 or less** should be purchased with a Brevard County Sheriff's Office procurement card or petty cash.
 - b. Purchases between **\$50.01 and \$999.99** (single-item or aggregate purchase) should be charged to the procurement card or may be acquired through use of a requisition and purchase order in the event a vendor does not honor Visa.
 - c. Purchases between **\$1,000.00 and \$2,499.99** (single-item or aggregate purchase of like or similar items) require the use of a requisition and purchase order. Two oral quotes are required for purchases (single-item or aggregate purchase of like or similar items) in this range. Those receiving oral quotes will document quotes either on a quote form or document in the Note section of the requisition. Quotes will be active for a period of one (1) year after submittal or unless a time period is specifically designated by the vendor and must be documented with each requisition submitted.
 - d. Purchases between **\$2,500.00 and \$24,999.99** (single-item or aggregate purchase of like or similar items) require the use of a requisition and a purchase order. Three written quotes will be obtained for purchases (single-item or aggregate purchase of like or similar items) in this range and are to be documented in the Note section of the requisition. Quotes will be active for a period of one (1) year after submittal or unless a time period is specifically designated by the vendor and must be provided with each requisition submitted.
 - e. Purchases **\$25,000.00 or greater** (single item or aggregate purchase of like or similar items) require a formal, sealed competitive bid or request for proposals. The Central Logistics Unit will review and monitor all formal bid processes.
 - f. Capital items will require a requisition and purchase order. No capital items are to be purchased on a procurement card unless written approval is obtained from the Chief Financial Officer or designee.
2. Contracts
Every procurement of contractual service in excess of \$25,000 will be evidenced in writing. Contracts will be administered in accordance with FS 287.057(14).
 - a. Contract renewals: Contracts for commodities or contractual services may be renewed for a period that may not exceed 5 years or the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed shall be specified in the bid, proposal, or reply. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the Sheriff's Office and subject to the availability of funds.

b. A contract may be extended for a period of six (6) months after the termination of the original contract has expired.

3. Emergency Purchase or Rental

In the case of an apparent emergency which requires an immediate purchase or rental of supplies, services or construction, the Sheriff, or said designee will be empowered to secure by open market procedures, at the lowest obtainable price, any supplies, services, or construction, regardless of the amount of the expenditure, when such procurement is essential to prevent delays in the work of the Sheriff's Office which may vitally affect the life, health, welfare or convenience of the citizens. A "Purchase Justification" form (CLU 3) with "Emergency" checked as the type of purchase justification will accompany all requisitions to support such an emergency purchase. Sheriff's Office procurement cards may be used for such purposes, subject to the procedures relating to these cards. Should an emergency arise which would require an emergency appropriation of funds larger than that appropriated in the budget, the Sheriff may make a request to the Board of County Commissioners for Brevard County for such funds in accordance with FS 30.49 (10).

4. Single Source Purchase

When it has been determined that a certain type of supplies, services, or construction is available from only one (1) source, or no other substitutive supplies, services, or construction are available for purchase, the Sheriff's Office may purchase the items from the single source of supply without complying with the competitive purchasing provisions of this manual. A "Purchase Justification" form (CLU 3) with "Single Source" checked as the type of purchase justification will accompany all requisitions to support such a single-source purchase. If the purpose of using the single source justification is to willingly, with corrupt intent, circumvent the competitive bidding process, the public servant may be guilty of committing a felony of the second degree as stated in FS 838.22.

5. Public Good

As a recipient of public funds, all expenditures incurred must be necessary to support our organization in an effort for our agency to provide law enforcement services for the benefit of the general public. It is the responsibility of all personnel to develop specifications that do not exceed the functional requirements of the item being purchased and to search for the lowest price available to purchase necessary goods, products and services. Examples of expenditures that do not meet the public safety needs of the taxpayers are:

- a. Refrigerators and microwaves for independent units, unless approved by a Unit Commander or the Chief Financial Officer as a necessity of the operational mission.
- b. Coffee and related supplies, general beverages, food products and other consumable goods for the regular consumption of employees during normal daily operations. An exception to this rule would be the purchase of these products to support specialized, mission-essential operations, or the general public; justification by a command staff member required.
- c. Seasonal or holiday decorations.
- d. Luxury items.

6. Accountable Use of Public Funds

Any purchase that is not directly attributable to providing support to law enforcement activities for the good of the general public is not an accountable and proper use of public funds.

B. Centralized Purchasing through Central Logistics Unit

All items supplied by Central Logistics through the Centralized Purchasing Program are to be requested electronically through the iMagic system.

C. Requisitions For Non-Procurement Card Purchases

1. Requisitions are submitted to the Central Logistics Unit electronically through the ADG System as the first step to secure a good, product, or service. Requisitions will be submitted prior to acquiring a good, product, or service. Exceptions to this rule are outlined in section A(3) of this policy. Procedures for blanket purchase orders are covered in section E of this policy.
2. Preparation of the requisition: The requestor will log onto the ADG system and enter the following information:
 - a. Ladder Code: Indicating if item or service is Non-Capital or Capital
 - b. Delivery Code
 - c. GL Account
 - d. Description: Complete description of item being requested, including brand name, model number, etc.
 - e. Quantity
 - f. Unit Price
 - g. Vendor/Warehouse. If a pre-defined vendor is not in the ADG system it is the responsibility of the requestor to obtain a W9 from the vendor and attach it to the Note section of the requisition.
 - h. Justification: A contract number if applicable.
 - i. Signature electronically of command level supervisor.
 - j. Notes: Attachments applicable to the item or service to include but not limited to; quotes per thresholds, contract number and information, a W9 if the vendor is new to the ADG system.

3. Approval

Command level supervisor	Up to \$9,999.99
Chief Officer	\$10,000 to \$19,999.99
Requires two signatures from amongst the Sheriff and Chief Officers	\$20,000.00 and above

The Chief Financial Officer, or designee, will have the authority to place on hold a purchase requisition in the event the requisition does not meet budget requirements and/or adherence to Section A(1) of this policy.

4. Open Market Purchase Procedures

- a. The requisition in its entirety will be submitted to the Central Logistics Unit for processing.
- b. The Central Logistics Unit has the authority to purchase the item from a vendor other than the one specified by the originating division. The originating division will be notified of any change in vendor allocation.

D. Procurement Card Purchases: Use and Procedure

1. General

- a. These guidelines are intended to list the specific policies and procedures developed to accomplish the governmental procurement process via the use of regular independent unit purchasing cards, high dollar procurement cards and standard business credit cards. This credit card purchasing system has been implemented with the intent to streamline the purchasing process and increase administrative efficiency while maintaining full and thorough accountability.
- b. Regular independent unit procurement cards have been established through the State of Florida government contract administered through Bank of America.

Standard credit limits have been established at either \$1,000 or \$3,000 per cardholder, per 30-day billing cycle, with a maximum one-time purchase (single-item or aggregate purchase of like or similar items) limit of \$999.99. Exceptions to the single purchase limit are airline travel and lodging services.

- c. High dollar procurement cards are obtained in the same method as the regular independent unit cards but carry a higher credit and single purchase limit. The assignment of these cards is determined by the needs and purchasing volume of a unit. The unit supervisor can designate the user and approval must be made by a Chief Officer. Credit limits are established according to the unit's purchasing volume per month. The accountability and reporting of high dollar procurement cards are the same as the regular independent procurement cards.

2. Guidelines

- a. At the command level supervisor's discretion a request will be made to a Chief Deputy for the issuance of a separate procurement card per designated employee. The Chief Deputy will determine the credit limits. Regular and high dollar cards will illustrate "Brevard County Sheriff's Office," the Sheriff's logo and tax-exempt identification number. In addition, each card will bear the individual cardholder's name and credit card number.
- b. Regular purchases (aggregate or single-item) up to \$999.99 will be acquired through the use of the procurement card. Splitting costs of a designated purchase to preclude the allowable maximum per-purchase limit of \$999.99 is strictly prohibited. For purchases in excess of \$999.99, and for those vendors that do not honor Visa, a requisition followed by a purchase order will be the method of acquisition.
- c. High dollar purchases up to \$999.99 will follow the guidelines for regular cards. All purchases that exceed the amount of \$999.99 (aggregate or single item) are subject to quoting procedures as outlined in Section A(1)(c). This card is not to be used for capital items unless pre-approved by the Sheriff or a Chief Officer.

3. Procurement Process

- a. Acquisition of goods, products or services not obtainable through Centralized Purchasing can be acquired through the procurement card and does not require prior approval of the Central Logistics Unit.
- b. To secure a product or service, the procurement card can be provided at the point of sale and/or card information can be transmitted via telecommunication devices.
- c. The purchaser should make every effort to select a vendor who already has a pre-defined vendor number in the ADG system.
- d. The cardholder is responsible for logging into the WORKS Payment Management System within five (5) working days of purchase notification to verify purchase, give description of items, and allocate funds. A designated employee for each unit may perform this task for the unit.
- e. The monthly procurement card statement will be mailed directly to the cardholder by the 16th of each month.
- f. It is the sole responsibility of the cardholder to ensure the receipt of a monthly statement and invoices of purchases. If a statement is not received for the month the cardholder must call the Bank of America to obtain a statement. If an invoice is not received, the cardholder must contact the place of business for a new invoice. A memo detailing loss of a monthly statement or unattainable invoice will be documented by a memo to the command level supervisor and copied to Central Logistics.
- g. It will be the cardholder's responsibility to reconcile their statement in WORKS, provide correct invoices for charges and ensure all required are sent to the Central

Logistics Unit. The procurement card allocation and reconciliation process is outlined as follows:

- 1) The employee will log on to WORKS when the procurement card statement is received prior to the 16th of the month. The employee will ensure all charges made are legitimate.
 - 2) The employee or unit designee will allocate all charges to the correct accounts. All charges must have a description of the charge and vendor number in the comments section at the point of allocation.
 - 3) All invoices and/or purchase verification will be attached to the bank statement.
 - 4) The statement shall have bilateral signatures of the cardholder and command level supervisor responsible for that unit's budget.
 - 5) The bank statement with the proper signatures and invoices and/or purchase verification will be sent to the Central Logistics Unit no later than the 20th of that month.
 - 6) The financial institution will automatically charge the Sheriff's Office checking account on the 18th of each month for charges incurred in the previous month's billing cycle.
 - 7) The WORKS information will download into the ADG System and the charges will be posted to the budgetary accounts.
 - 8) In accordance with audit guidelines, the Central Logistics Unit will retain all financial documents.
- h. All notifications of credit card charge disputes and fraudulent activity will be the responsibility of the originating unit. Disputes shall be made directly on the WORKS Payment Manager system. Fraudulent activity will be reported to Bank of America by calling the toll-free number on the back of the purchasing card and then by contacting the Central Logistics Unit.
- i. Any additions, deletions or changes to existing cardholders must be requested through the Central Logistics Unit.
- j. Delivery of goods must be arranged through the originating unit and coordinated through the point of delivery.
- k. Each unit will be responsible for their own internal control, budgetary authority and inventory tracking system. A failure to allocate funds using the WORKS Payment Manager and to submit the monthly statement and monthly receipts in accordance with this section may result in termination of procurement card privileges.
4. Responsibilities
- a. Each cardholder is directly responsible for all purchases, account activity, and full and thorough accountability of the purchasing credit card issued in their name. Allowing use of a procurement card by anyone other than the cardholder is strictly prohibited.
 - b. The unit manager is responsible for all fiscal and procurement activity and thorough accountability associated with each unit's account and cardholder as assigned under his or her direction.
 - c. The following items may not be purchased with the procurement card unless prior written approval is received from the Chief Financial Officer or designee:
 - 1) Cash advances
 - 2) Gift cards
 - 3) Firearms
 - 4) Furniture
 - 5) Capital outlay items
 - 6) Goods or services for personal use not used for the conducting of Sheriff's Office business

- 7) Goods or services specifically restricted by the unit/office or by Sheriff's policy
- d. Any misuse, neglect, misappropriation or malfeasance associated with the use of a procurement card will be considered a violation of administrative guidelines, and such offenses will be administered by appropriate agency directive.
- e. It will be the responsibility of the command level supervisor to obtain a procurement card from an exiting employee. The command level supervisor will recall the procurement card upon receipt of an employee's resignation notice. Final pay will not be released until an exiting employee's card has been submitted to the Central Logistics Unit.
- f. In the event a procurement card is lost or stolen, the cardholder is responsible for notifying the procurement card company and the Central Logistics Unit. The cardholder will document the circumstances of a lost or stolen card and forward such documentation through the chain of command to the Central Logistics Unit. Administrative action will be administered in the event the card company and the Central Logistics Unit are not notified in such instances.
- g. The procurement card is to be used for Sheriff's Office authorized purchases only. The procurement card will not be used for personal procurement purposes. Unauthorized charges against the procurement card account will require immediate reimbursement and may result in administrative action, up to and including dismissal. The reimbursement will be made to the Brevard County Sheriff's Office and submitted to the Finance Unit. A copy of the reimbursement will be attached to the monthly procurement statement along with documentation of explanation in memo form to the command level supervisor.
- h. Items must be available at the point of sale. Back ordering of items to be immediately charged on the procurement card is prohibited.
- i. The Sheriff's Office is strictly tax exempt. If tax is charged on anything purchased with the procurement card, it will be the responsibility of the employee to rectify that charge by either, at point of sale a credit issued from the vendor, a dispute involving the bank, or payment from the employee to the Central Logistics Unit when the statement arrives. In cases of out of state purchases when the vendor does not honor our tax-exempt code, the employee will indicate on the requisition or invoice the reason a tax is to be paid.
- j. Items purchased by telephone must be delivered within the 30-day billing cycle.
- 5. Standard Spending Categories
Each type of a good, product or service is assigned a merchant cost code category (MCC) code. As determined in the best interest of the Sheriff's Office, certain MCC codes have been prohibited from use.

E. Blanket Purchase Orders: Use and Procedure

- 1. Blanket purchase orders are made available to provide units with the means of procuring and documenting low cost, routine items, and recurrent costs without going through the full purchasing procedures on a continual basis. Blanket purchase orders should be requested for a 12-month period to cover reoccurring costs for the fiscal year. It is the command level supervisor's responsibility to ensure that valid, unencumbered balances exist for these purchases.
- 2. The use of one or more blanket purchase order(s) to initiate a single-item or aggregate purchase of like or similar item purchases over \$999.99 (purchase order splitting) without proper quotes is strictly prohibited. Violation of this policy can result in the use of blanket purchase orders by the offending unit being discontinued.
 - a. The Central Logistics Unit will issue blanket purchase orders. The maximum amount chargeable to the vendor will not exceed the aggregate amount of the

request for an identified period. When the amount in an approved blanket purchase order is exhausted, a supplemental requisition can be submitted to replenish the funds or a new requisition will be required for an additional blanket purchase order. It will be the responsibility of the originating unit to monitor available, unencumbered balances of blanket purchase orders.

- b. Blanket purchase orders are to be used by the command level supervisor or their designated representatives only.
- c. Within five (5) working days of purchase, a copy of a current blanket purchase order will be submitted with original invoices for payment. The originator will sign, date and denote approval to pay on each carbon copy of a blanket purchase order submitted for payment. If different than indicated, the proper account number for which the expense is to be changed needs to be noted on the copy of the blanket purchase order when submitted with invoice(s) for payment.
- d. The originator and command level supervisor must sign blanket purchase orders.
- e. If any of the above practices are violated, the privilege of using blanket purchase orders may be rescinded for that unit.

F. Purchase Orders: Use and Procedure

1. A purchase order is a unilateral instrument issued by the Sheriff's Office when ordering supplies, services, or construction, which becomes a contract by the other party through formal acceptance or by performance.
2. Upon notification of a completed and approved requisition, the Central Logistics Unit will issue a purchase order. The purchase order authorizes the supplier to ship and invoice the material and/or services as specified.
3. A standard purchase order form will be used for all purchases, except for procurement card purchases, which are outlined in Section D of this procedure and check requests, which are outlined in Section G of this procedure. After the purchase order is prepared and approved by the Central Logistics designee, the Purchase Order will be available for download in the ADG system.
 - a. A copy of the purchase order shall be forwarded to the vendor as authorization to fill the order. It is the responsibility of the requestor to ensure the vendor received the purchase order and to follow-up on delivery in a timely manner.
 - b. Once all material is received and/or services completed, the originating unit prints a copy, denotes approval to pay, and forwards it to the Finance Unit to remit payment to the vendor.

G. Check Requests: Use and Procedure

1. A check request can be used in lieu of a purchase order for goods or services of \$100.00 or less to vendors who do not accept the VISA procurement card. The Finance Unit may waive the \$100.00 limit when it would be cost effective to use a check request rather than a purchase order for payments such as employee reimbursements, payroll related payments, copy machine maintenance, or any other cost authorized by the Finance Manager.
2. Upon receipt of a completed check request, the Finance Unit will issue a check to be paid directly to the vendor. A Check Request form (FIN 3) should be completed as follows:
 - a. Date
 - b. The vendor number [see Section D(3)(c)]
 - c. The name and address of the vendor of who the check should be made payable
 - d. The description of the good or service
 - e. The cost center and account of which the purchase should be made from

- f. The amount and account description
 - g. The signature and date of who is requesting the check and the Approved By signature being the command level supervisor. Signatures can be electronic or written.
 - h. Attach any paperwork that should accompany the check (i.e. membership applications or invoices obtained from the vendor)
3. If any of the above practices are violated, the privilege of using check requests will be rescinded for that unit.

H. Formal Bids: Use and Procedure

- 1. The Sheriff's Office will require estimated purchases of \$25,000 (single-item or aggregate purchase of similar or like items) or more to be procured by written, sealed competitive bids or requests for proposal.
- 2. Bid Specifications
 - a. Bid specifications will be reviewed and authorized by the unit command level supervisor. Specifications should be tailored to meet the specific demand of the desired purchase. Bid specifications will not be written in any manner that would preclude a particular vendor of a like good. It is the responsibility of the requesting unit to furnish proper bid specifications to the Central Logistics Unit. All formal bids will be compiled, issued and monitored by the Central Logistics Unit.
 - b. The Sheriff's Office will purchase supplies, services and construction utilizing competitive purchasing methods except to the extent the laws of the State of Florida or of the United States of America preempt those methods. Bid and contract awards will consider the following.
 - 1) The ability, capacity and skill of the bidder to perform the contract;
 - 2) Whether the bidder can perform the contract within the time specified;
 - 3) The character and integrity, reputation, judgment, experience and efficiency of the bidder and its senior management staff;
 - 4) The quality of performance of previous contracts by the bidder;
 - 5) Compliance by the bidder with requirements of the invitation for bid or request for proposal;
 - 6) Previous and existing compliance by the bidder with laws and ordinances relating to the contract;
 - 7) The solvency of the financial resources of the bidder;
 - 8) The quality, availability and adaptability of the supplies, services or construction to the particular use required;
 - 9) The ability of the bidder to perform any warranty obligations called for by the contract.
 - 10) The availability of the bidder to provide service.
 - 11) The bid or contract award will be deemed in the best interest of the Sheriff.

3. Procedure

All purchases desired to be incurred by the Sheriff's Office, except as otherwise provided herein, when the estimated cost thereof will exceed \$24,999.99 (single-item or aggregate purchase of like or similar items), will be purchased by formal written bilateral contract from the bidder or proposer who submitted the bid or proposal that will serve in the best interest of the Sheriff's Office after due notice inviting bids or proposals.

a. Notice

- 1) Notice inviting bids or proposals may be published in a local newspaper; on DemandStar.com, www.brevardsheriff.com ; and at Sheriff's Office facilities.

- 2) The notice required will include a general description of the supplies, services, or construction to be purchased and will state how bid packets and specifications may be secured and the time and place of the formal bid opening.
- b. Professional Bidder's Request

The Sheriff's Office will solicit bids or proposals from all responsible prospective bidders who contact the Sheriff's Office for the purpose of submitting bids and proposals.

 - 1) The Sheriff's Office will send a bid package to each bidder of pertinent profession that requests a bid package.
 - 2) As a courtesy, the Sheriff's Office can mail or e-mail the notices as aforesaid only to those bidders who ordinarily provide supplies, services or construction similar in character to those called for by the invitation for bids or request for proposals.
- c. Bid Deposits
 - 1) When deemed necessary by the Sheriff's Office, bid deposits will be prescribed in the public notices inviting bids or proposals.
 - 2) Unsuccessful bidders will be entitled to the return of surety wherein the Sheriff's Office has required such.
 - 3) A successful bidder will forfeit any surety required by the Sheriff's Office upon failure to enter into a contract upon the terms contained in the bidder's bid or proposal within ten (10) working days after the award.
- d. Bid Opening
 - 1) Sealed bids and proposals will be submitted to the Sheriff's Office Central Logistics Unit, and will identify the invitation for bid or request for proposal number in writing on the outer face of the envelope.
 - 2) Bids and proposals will be opened at the time and place stated in the public notice.
 - 3) A tabulation of all bids and proposals received will be posted at the Sheriff's Office, and may be posted on DemandStar.com for the purpose of public inspection.
- e. Rejection of Bids

The Sheriff's Office will have the authority to reject any or all bids or proposals when the public interest will be served thereby. The Sheriff's Office may reject the bid or proposal of a bidder when:

 - 1) The bid or proposal does not conform to the technical specifications;
 - 2) The bid or proposal is facially non-conforming as to acceptable materials and components or services;
 - 3) The bid materially and substantially differs from the invitation for bids or request for proposals;
 - 4) The price contained in the bid is unacceptable and is outside the financial resources available to the Sheriff's Office;
 - 5) Ineligible Contractors - The Sheriff's Office will not solicit or accept the bid or proposal of a contractor who is in default of payment of taxes, license fees, uninsured or otherwise in poor community standing.
- f. Award to Other than Low Bidder

When the award is not made to the lowest bidder, a full and complete statement of the reasons for placing the contract elsewhere will be prepared by the Sheriff's Office and filed with other documents relating to the invitation for bids or request for proposals.
- g. Tie Bids

- 1) If all bids or proposals received are for the same total amount or unit price, quality and services being equal, the contract will be awarded to any bidder whose principal place of business is located within Brevard County.
 - 2) Where tie bids are received from more than one (1) bidder with a principal place of business within Brevard County, The Sheriff' Office will award the contract to one (1) of the tie bidders by drawing lots in public. Drug-free workplace as second tie-breaker and move draw lots to third tie-breaker.
- h. Performance Bond
The Sheriff's Office will have the authority to require a performance bond before entering into any contract in such amount as the Sheriff's Office will find reasonably necessary to protect its interest.
- i. Bid Protest
- 1) Any person who files an action protesting a bid solicitation, a bid rejection, or an award pursuant to this section shall post with the Sheriff's Office, at the time of filing a notice of protest, a bond payable to the Sheriff in the following amounts:
 - a) For an action protesting a bid solicitation that requires qualification of bidders, the bond shall be \$5,000
 - b) For an action protesting a bid rejection or contract award that requires qualification of bidders, the bond shall be equal to one percent of the lowest bid submitted or \$5,000, whichever is greater.
 - c) For an action protesting a bid solicitation, bid rejection, or contract award that does not require qualification of bidders, the bond shall be \$2,500.
 - 2) The bond required by this subsection shall be conditioned upon the payment of all costs, which may be adjudged against the person filing the protest in the administrative hearing in which the action is brought, and any appellate court proceeding. If, after completion of the administrative hearing process and any appellate court proceedings, the Sheriff's Office prevails, it shall recover all costs and charges, which shall be included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the person filing the protest, the bond shall be returned to him or her. If the person filing the protest prevails, he or she shall recover from the Sheriff's Office all costs and charges which shall be included in the final order or judgment, excluding attorney's fees. The entire amount of the bond shall be forfeited if the administrative law judge determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the Sheriff's Office or parties.
 - 3) As an alternative the Sheriff's Office may proceed with the bid solicitation or contract award process when the Sheriff or his designee sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process in order to avoid a substantial loss of funding in the Sheriff's Office.
 - 4) A person may not file a protest on any project for which he or she is not eligible to bid.
4. Purchases and Contracts
The securing of professional services and consultants are to be in accordance with FS 287.055, "Consultants' Competitive Negotiations Act" and FS 287.057, "Procurement of Commodities of Contractual Services". Per legislative intent FS 287.001: The Sheriff's Office recognized that fair and open competition is a basic tenet of public procurement, that such competition reduces the appearance and opportunity for

favoritism and inspires public confidence that contracts are awarded equitably and economically, and that documentation of the acts taken and effective monitoring mechanisms are important means of curbing any improprieties and establishing public confidence in the process by which commodities and contractual services are procured. It is essential to the effective and ethical procurement of commodities and contractual services that there be a system of uniform procedures to be utilized by the Sheriff's Office in managing and procuring commodities and contractual services, that detailed justification of Sheriff's Office decisions in the procurement of commodities and contractual services be maintained, and that adherence by the Sheriff's Office and the vendor to specific ethical considerations be required.

5. Cooperative Purchasing
 - a. The Sheriff's Office may procure, without compliance with the competitive purchase procedures of this manual, supplies, services and construction under the terms of contracts entered into, by or through other governmental agencies as follows:
 - 1) The United States Government General Services Administration (GSA), or other such federal contract;
 - 2) State Department of Purchasing and Procurement and the Florida Sheriff's Association;
 - 3) Brevard County government, School Board and municipalities.
 - 4) Multi-county cooperatives; or
 - 5) Cooperative governmental purchasing agreements as designated by Sheriff.
 - b. The Central Logistics Unit will approve any purchase (single-item or aggregate purchase of like or similar items) from the above-described agencies, up to \$999.99. A Chief Officer will approve any purchase from \$10,000 to \$19,999.99, a combination of two signatures from the Sheriff or Chief Officers for purchases in excess of \$20,000.00.

I. Receiving Procedures

1. Responsibility

The unit receiving a good or product is responsible for promptly unpacking and carefully inspecting shipments. Any discrepancies should be reported promptly to the vendor. It will be the responsibility of the originating unit to reconcile all discrepancies.
2. Authorization to Pay
 - a. Upon receipt of the full order, a copy of the purchase order will be signed and dated, and then forwarded to the Finance Unit within five (5) working days after delivery to enable the Finance Unit to take advantage of discounts offered by vendors for early payment of an invoice.
3. Invoices
 - a. Invoices are generally mailed to the Finance Unit by the vendor. The originating unit should not retain a completed receiving copy while waiting for an invoice. Invoices cannot be paid until the copy of the purchase order is signed off with an approval to pay, and forwarded to the Finance Unit.
 - b. When an invoice exceeds the amount of the original Purchase Order an overpayment can be made up to 10% and not to exceed \$250.00. If the amount exceeds \$250.00 the payment will require the approval of a Chief Officer or a revision to the Purchase Order.
 - c. In the event a unit supervisor receives an invoice for an item prior to approving the receiving copy of the purchase order for payment, the invoice should be attached to the receiving copy and forwarded to the Finance Unit.

- d. If the originating division receives an invoice after submitting the receiving copy, the invoice should be forwarded to the Finance Unit immediately.

J. Vendor Practices

1. Enforcing the following guidelines will enforce appropriate business practices between the Sheriff's Office and vendors at large. The Sheriff's Office will:
 - a. Maintain and enforce equitable competition
 - b. Offer equitable and concise specifications
 - c. Enlist consistent procurement policies and principals
 - d. Observe "truth in purchasing" guidelines in all transactions and correspondence
 - e. Avoid any interface with a vendor that could be considered or interpreted as preferential treatment
2. Gifts, Rebates, Prizes or Subsidies
The employees of the Sheriff's Office will not accept any gift, gratuity or reward in money from any person or business to which any purchase order or contract is or might be awarded, or any personal benefit, except that which is authorized by law. No employee shall receive any gift of compensation from a vendor or to influence that employee's recommendation for awarding business.
3. Financial Interest
In no case will members of the Sheriff's Office be involved in awarding or recommending the award of contracts or in procuring goods, services or supplies when their relatives are associated directly or indirectly with the vendor.

K. Authority

1. Internal control - The Brevard County Sheriff's Office Central Logistics Unit will ensure proper internal controls and adherence to this policy by exercising independent authority and procurement practices. The Central Logistics Unit may change vendors, requisitions, substitute commodities and change cost coding in accordance with budgetary parameters, as determined in the best interest of the Sheriff's Office, but must notify the originating agency of same. Any disputes will be resolved by a Chief Officer.
2. Sheriff - It is the ultimate responsibility of the Sheriff or designee to observe and enforce all procedures outlined herein to ensure that all purchases are made fairly, competitively and efficiently. The Sheriff has the unilateral ability to waive, alter, change or enlist exceptions to this policy as deemed in the best interest of the Sheriff's Office to protect the citizenry of Brevard County.

DEFINITIONS

AGGREGATE PURCHASE – Like or similar items purchased from one vendor.

BIDDER – An offeror of goods or services who submits a bid or proposal to the Sheriff's Office.

BLANKET PURCHASE ORDER – A continuing purchase order that has been assigned a not-to-exceed dollar limit, designed to capture cumulative transactions to reduce the administrative costs of placing recurrent orders with an established vendor. To be used only for non-capital items (items that do not exceed \$1000).

CAPITAL EXPENSES – Expenses for items valued in excess of \$1000 each, with a life expectancy of more than one year.

COMMODITY – Any article of economic good, to include supplies, materials, services, labor, merchandise and equipment, either purchased or leased.

COMPETITIVE SEALED BID – A sealed proposal for goods, products or services submitted by responsive and qualified bidders.

CONTRACT RENEWAL – Extending the terms of an existing contract, in accordance with the terms of the original agreement with the same contractor for an additional contract period after the initial contract period, only if pursuant to contract terms specifically providing for such renewal.

COOPERATIVE PURCHASING – The procurement of goods or services by or through other governmental agencies.

FISCAL YEAR – A twelve-month period to which the annual operating budget applies and at the end of which a government determines its financial position and the results of operations.

LOCAL VENDOR – A person or legal entity that has a place of business (other than a post office box) within Brevard County or the State of Florida respectively for a period longer than six (6) months and has a valid, current business license. Proof of local vendor status may be requested.

PROCUREMENT CARD – A specialized purchasing program that is designed to improve the efficiency of procurement through vendors that accept a Visa credit card. A procurement card issued to employees via request from their supervisor for purchasing items \$999.99 and under.

PURCHASE ORDER – A unilateral instrument issued by and obligating the Sheriff's Office to procure goods, services or construction which becomes a contract by the other party through delivery, formal acceptance or by performance.

QUOTE– An offer (verbal or written) submitted to the Sheriff's Office in response to the Sheriff's Office request for acquiring goods or services. Verbal quotes are required for purchases between \$1,000.00 and \$2,499.99. Written quotes are required for purchases between \$2,500.00 and \$24,999.99.

REQUEST FOR PROPOSAL – A written solicitation for sealed competitive bids with the title, date and hour of the public bid opening designated and specifically defining the commodity or services for which bids are sought.

REFERENCES

State/Federal Regulations:

FS 30.49: Budgets

FS 287.001: Legislative intent

FS 287.055: Consultants' Competitive Negotiations Act

FS 287.057: Procurement of commodities or contractual services

FS 838.22: Bid tampering

CFA/FCAC:

None

Forms:

CLU 3: Purchase Justification Form

CLU 4: Quote Form Template

FIN 16: Tax Exempt Certificate (BCSO Certificate of Exemption)

FIN 3: Check Request Form

Other Policy/Procedure References:

None