

Procurement Services Division

Collier County Procurement Manual



INDEX #		PAGE
0.	APPROVAL	2
1.	TITLE AND CITATION	3
2.	PURPOSE	3
3.	PROCUREMENT METHODS AND THRESHOLD SUMMARY	4
4.	SMALL PURCHASES	4
5.	INFORMAL COMPETITION	5
6.	FORMAL COMPETITION	7
7.	ALTERNATIVE PROCUREMENT METHODS	11
8.	CONTRACT ADMINISTRATION	15
9.	CONTRACT PLANNING	19
10.	CONSTRUCTION AGREEMENTS	23
11.	OTHER CONTRACTUAL DOCUMENTS	24
12.	PAYMENT OF INVOICES	28
13.	MONITORING CONTRACT PERFORMANCE AND DELIVERABLES	32
14.	CONTRACT CLOSEOUT	33
15.	UNAUTHORIZED PURCHASES	34
16.	PROHIBITION AGAINST SUBDIVISION	35
17.	SURPLUS	35

APPROVAL

Approval of this manual by the County Manager is pursuant to the Collier County Procurement Ordinance.

Approved:

Patterson_a

Digitally signed by
Patterson_a
Date: 2025.09.02
14:20:27 -04'00'

Amy Patterson, County Manager

Effective Date:

9/2/25

By signing this Procurement Manual, the County Manager delegates to the Procurement Services Division Director the authority to act on her behalf in all procurement activities as they relate to this Procurement Manual.

All authority to execute documents that are vested to the County Manager are hereby delegated to the Procurement Services Division Director or designee and shall be subject to the limits of any applicable federal, state, or other law.

Modifications to this manual shall be effective when the revised document is approved in writing by the County Manager and a new effective date is assigned. Standard Operating Procedures (SOPs), guidelines, forms, and ancillary documents for the procurement process shall be effective with the approval of the Procurement Services Division Director or designee. All forms referenced in this document are available on the Procurement Services Division SharePoint intranet page and should be submitted via the Procurement Jira Ticketing System. Please note that all mentions of contractor also refer to vendor, consultant, and supplier.

The Procurement Services Division Director or designee shall have the authority to interpret the Procurement Ordinance and Procurement Manual and may issue directives for that purpose.

The authority to solicit for and enter into contracts provided herein requires strict compliance with the standards and procedures established in this Procurement Manual, Collier County Human Resources Administrative Practices and Procedures Manual (CMAs) and the Collier County Procurement Ordinance, as well as any applicable provisions of State or federal laws.

1. TITLE AND CITATION

- 1.1 This manual shall be known and may be cited as the "Collier County Procurement Manual" or "Procurement Manual."

2. PURPOSE

- 2.1 The purpose for this Procurement Manual is to provide uniform procedures for the procurement and contracting of commodities and contractual services in accordance with the Procurement Ordinance and State and federal law.
- 2.2 These procedures are designed to not only ensure compliance with the adopted Procurement Ordinance, but also maximize the purchasing value of public funds, maintain the integrity of the procurement process, and ensure that both the process and result are auditable.
- 2.3 Failure to comply with this Procurement Manual shall be deemed a violation and may be subject to administrative disciplinary action, following Collier County Government Human Resources procedures and guidelines, up to and including dismissal from Collier County Government employment.
- 2.4 This Procurement Manual applies to the procurement of all goods and services irrespective of the source of the funds.
- 2.5 Nothing within this Procurement Manual will prevent the County from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.
- 2.6 The reader is reminded to consider all the information in this Procurement Manual, as well as SOPs, forms, guidelines, and training materials available on the Procurement SharePoint intranet page, when undertaking procurement activities.
- 2.7 The requesting Departments/Divisions shall be responsible for the development of all plans and specifications sufficiently detailed to provide the basis for full and fair competitive solicitations. The Procurement Services Division will provide support and input during this process.
- 2.8 The Procurement Services Division may require the requesting Departments/Divisions to provide a market analysis prior to issuing a solicitation.
- 2.9 The availability of funds for the current fiscal year shall be confirmed prior to any transaction or execution of any contract.

3. **PROCUREMENT METHODS AND THRESHOLD SUMMARY** (Refer to Section Eleven of the Procurement Ordinance)

A summary of the procurement methods and required threshold authorizations are provided below:

Name of Competition	Competition Threshold	Minimum Procurement Method	Type of Contract	Issuing Party	Approval Authority
Small Purchases Single Quote	\$10,000 or less	Single Quote	Purchase Order or P-Card	County Departments/ Divisions	Procurement Services Division Director or designee
Informal Competition Request for Quotes	Exceeding \$10,000 but not greater than \$250,000	\$10,000 - \$50,000 Three written quotes either in writing or County's bidding platform \$50,000 - \$250,000 Three quotes through County's bidding platform	Purchase Order, P-Card, or Contract	County Departments/ Divisions	Procurement Services Division Director or designee
Formal Competition	Exceeding \$250,000	ITB, RFP, RPS, ITN, and IFQ	Purchase Order, P-Card, or Contract	Procurement Services Division Director or designee	Board approval required for awards over \$250,000

Unless otherwise provided by statutes, all County non-exempt procurements must be made in accordance with the chart above. Alternative Procurement Methods in Section Twelve of the Procurement Ordinance may be used instead of the method identified above, when applicable. A purchase shall not be artificially divided or split to qualify under any other section of the Procurement Ordinance.

4. **SMALL PURCHASES** (Refer to Section Eight of the Procurement Ordinance)

- 4.1 Small Purchases Threshold. \$10,000 or less.
- 4.2 Single Quote. Unless otherwise provided by law, all small purchases will be obtained by a single quote, with documentation, and generally processed using a Purchase Order or a P-Card, in accordance with Section Seventeen of the Procurement Ordinance. County Department/Division staff will procure the highest quality items or services at the least expense to the County.

- 4.3 County Department/Division staff should make all reasonable efforts to purchase goods and services under Board-approved contracts. In the event a contract is not utilized, staff will procure the highest quality items or services at the least expense to the County.
- 4.4 Departments/Divisions will seek the best value for the purchase and attempt to combine like purchases for cost centers under the Division's control and will ensure that the purchase supports the mission of the Division.
- 4.5 The Procurement Services Division Director or designee may, for strategic purchasing reasons, direct all purchases of a specific nature (for example, office supplies or industrial supplies) to one or more specific vendors regardless of the individual or aggregate purchasing volume.

5. INFORMAL COMPETITION
(Refer to Section Nine of the Procurement Ordinance)

- 5.1 Informal Competition Threshold. Unless otherwise provided by law, purchases in excess of \$10,000 but not greater than \$250,000.
- 5.2 Request for Quotes. Department/Division or Procurement Services Division staff shall obtain at least three (3) documented competitive quotes from responsible and responsive bidders.
 - 5.2.1 Competitive quotes exceeding \$10,000 but not greater than \$50,000 may be solicited in writing or through the County's bidding platform.
 - 5.2.2 Competitive quotes exceeding \$50,000 but not greater than \$250,000 shall be solicited through the County's bidding platform, unless otherwise approved by the Procurement Services Director or designee.
 - 5.2.2.1 Staff using the County's bidding platform to obtain quotes must complete training provided by the Procurement Services Division.
 - 5.2.2.2 When utilizing the bidding platform, Staff is responsible for selecting the appropriate commodity codes to ensure fair competition.
 - 5.2.2.3 Department/Division staff must advertise for a minimum of ten (10) calendar days and monitor bid submittals. As the Request for Quote bid submittal due date and time approaches, if three (3) quotes are not received, the due date shall be extended by seven (7) calendar days to promote competition, unless otherwise approved by the Procurement Director, or designee.

- 5.3 When Departments/Divisions are unsuccessful in securing three (3) comparable quotes, the Departments/Divisions will seek the assistance of the Procurement Services Division. In instances determined by the Procurement Services Division Director or designee that a good faith effort was conducted, an award may be made with fewer than three (3) quotes.
- 5.4 Departments/Divisions will seek the lowest quote obtained (based on the unit or total price identified in the quote) from the responsive (submits all information requested, agrees to meet timeline, terms, conditions, etc.) and responsible bidder (has references that check out, current licenses, certifications, demonstrated years of experience with equipment and staff to perform the work, etc.).
- 5.5 All written quotes will be valid for up to thirty (30) calendar days prior to issuance of a Purchase Order, unless otherwise stated in writing by the vendor.
- 5.6 Any resulting awards shall be to the responsible and responsive bidder submitting the lowest or best overall quote which meets all specifications.
 - 5.6.1 Final recommended award of any quote will be reviewed and approved by the Procurement Services Division Director or designee.
 - 5.6.2 Only the Procurement Services Division staff may issue a qualification-based quote.
- 5.7 Section Twenty-Four, Protest of Bid or Proposal Award, of the Procurement Ordinance, does not apply to informal competitive quotes.
- 5.8 Departments/Divisions who are requesting quotes are to conduct themselves fairly and equitably by providing the same information, under the same conditions, to all vendors in a fair and open competitive process.
- 5.9 In the event the County has an approved contract available for utilization, Department/Division staff should make all reasonable efforts to purchase goods and services under the approved contract, unless staff demonstrates that the price under contract exceeds the price on a non-contract; staff will procure the highest quality items or services at the least expense to the County.
- 5.10 The Procurement Services Division may recommend that additional sourcing and soliciting are required by either the Departments/Divisions or by the Procurement Services Division Staff.

6. FORMAL COMPETITION

(Refer to Sections Ten and Eleven of the Procurement Ordinance)

- 6.1 Formal Competition Threshold. Unless otherwise provided by law, all purchases exceeding \$250,000 will be competitively procured by Invitation to Bid (ITB), Invitation to Negotiate (ITN), Invitation for Qualifications (IFQ), Request for Proposals (RFP), or Request for Professional Services (RPS) issued by the Procurement Services Division Director or designee, and any subsequent award shall be approved by the Board.
- 6.2 In addition to the procurement methods authorized elsewhere in the Procurement Ordinance, Collier County shall competitively award construction contracts pursuant to Section 255.20, Fla. Stat. when required, and other applicable law.
- 6.3 Unless otherwise provided by law, the minimum advertising period for all formal competitive solicitation methods is thirty (30) calendar days, with the exception of construction services which are advertised for forty-five (45) calendar days. The advertising period may be modified by the Procurement Services Division Director or designee should unusual circumstances require it. All advertising will take place on the County's adopted bidding platform, and the County may make use of additional advertising platforms or publications as is deemed necessary by the Procurement Services Division Director or designee.
- 6.4 Each solicitation shall be awarded based on the criteria set forth in the solicitation.
- 6.5 For Invitations to Bid, the solicitation shall be awarded to the responsive and responsible bidder submitting the lowest or best overall bid which meets all specifications.
 - 6.5.1 Local Vendor Preference and tie breaker procedures are outlined in Section Sixteen of the Procurement Ordinance.
 - 6.5.2 Should a tie bid occur between two non-local bidders, the Procurement Services Division Director or designee will "flip a coin" between the two lowest local bidders or draw lots with a minimum of three witnesses when there is a tie among more than two local bidders. The winner will be recommended for award of the contract.
- 6.6 For Requests for Proposals, Requests for Professional Services, Invitations for Qualifications, and Invitations to Negotiate, the following applies:
 - 6.6.1 The solicitations shall be awarded based upon the scoring criteria as set forth in the solicitation documents, to the responsive and responsible proposer(s) who, in the sole

opinion of the evaluation committee, is determined to be the most qualified to perform the work.

- 6.6.2 The evaluation committee, whose composition is approved by the Procurement Services Division Director or designee, will be comprised of voting members that may have technical assistance from non-voting members, and have their committee activities facilitated by a member of the Procurement Services Division.
- 6.6.3 Solicitations may be conducted in one or more steps and may involve oral presentations or demonstrations by the proposers.
- 6.6.4 The determination of the award is made by the following:
 - 6.6.4.1 A “short listing” of proposers is established by using the scoring criteria outlined in the solicitation.
 - 6.6.4.2 The short listing is followed by oral presentations, if required, at which point the evaluation committee ranks the short-listed proposers in a final order of preference using a standardized ranking form.
 - 6.6.4.3 The final ranking shall be determined without regard to the score established during the first evaluation (“short listing”).
- 6.6.5 At the conclusion of both the scoring and ranking evaluation committee meetings, the results which may include standardized score/rank sheets, meeting minutes, and audio recordings will be preserved by the Procurement staff member facilitating the evaluation committee proceedings.
- 6.6.6 In the event of a tie at the final ranking, the order of ranking shall be determined based upon the proposer(s) with the lower volume of work previously awarded. Volume of work shall be calculated based upon total dollars paid to the proposer in the twenty-four (24) months prior to the proposal submittal deadline. Payment information will be retrieved from the County’s financial system (SAP). The tie breaking procedure is only applied in the final ranking step of the selection process.
- 6.6.7 In the event a tie still exists, ranking will be determined based on a coin toss selection by the Procurement Services Division Director or designee before at least three (3) witnesses.
- 6.6.8 A Notice of Recommended Award (NORA) indicating the final ranking order of the proposers will be posted on the County’s bidding platform. The County will begin

negotiations with the number one ranked firm, or in the event that there are more than one firm or multiple firms being awarded, the County may negotiate with all firms being recommended for award. In the event the County is unsuccessful with the number one ranked firm, the County will continue negotiating with the remaining firms in the order ranked. Board approval of the final ranking may be required prior to the commencement of negotiations.

6.7 Professional Services Library

- 6.7.1 A Request for Professional Services shall be issued by the Procurement Services Division Director or designee to procure professional engineering, architectural, landscape architectural, or surveying and mapping services, in accordance with the Consultants' Competitive Negotiation Act (CCNA), Section 287.055, Fla. Stat. An RPS can be issued and awarded for either a Continuing Contract or for a single project contract as described in Section 287.055, Fla. Stat.
- 6.7.2 The County will maintain a "Professional Services Library" as its repository for consultants under continuing contracts solicited under the provisions of Section 287.055)(2)(g) ("continuing contract"). The library is used to award work assignments for professional engineering, architectural, landscape architectural, or surveying and mapping services on an on-going basis through the use of continuing contracts.
- 6.7.3 The Professional Services Library must be used if the services needed are included in the Professional Services Library and the resulting construction or study costs meet the requirements of Section 287.055, Fla. Stat.
- 6.7.4 If the services are not included in the Professional Services Library, the Procurement Services Division will issue a formal solicitation, or pursue services as outlined in Section 287.055, Fla. Stat. as determined by the Procurement Services Division Director or designee.
- 6.7.5 The County reserves the right to confirm a consultant's qualifications in order to remain in the library for each service category. Consultants unable to meet minimum qualifications may be removed from the service category.

6.8 Professional Services Library Rotation

- 6.8.1 Work assignments within each service category are awarded on a rotational basis by the Procurement Services Division.
- 6.8.2 For each service category, the Procurement Services Division will place qualifying firms in the Professional Services Library in the order they are ranked, with the highest scoring firm placed in the first position in the rotation.
- 6.8.3 As each work assignment is identified, the next firm in the rotation will be offered the opportunity to negotiate that work assignment with the County's Administrative Agent/Project Manager.
- 6.8.4 Should a firm decline a work assignment or be unable to reach a satisfactory fee negotiation with the County within a reasonable time frame, the County will contact the next firm on the list until the work assignment is successfully negotiated.
- 6.8.5 Firms will have the option of rejecting one work assignment within each service category within a twelve (12) month period without penalty. A second work assignment rejection within any twelve (12) month period will cause the firm to be skipped in the rotation. A firm who rejects three (3) work assignments or is unable to satisfactorily negotiate three work assignments in any twelve (12) month period may be removed from the service category at the direction of the Procurement Services Division Director or designee.
- 6.8.6 If a consultant wishes to reject a work assignment for any reason, they must complete a Work Assignment Rejection Notification Form. The County's Administrative Agent/Project Manager must then provide a copy of the completed form to the Procurement Services Division.
- 6.8.7 Once a full rotation through all firms in a service category is complete, a method that attempts to impart an equitable distribution of work among selected firms will be based on prior dollars awarded, with the consultants having received the least amount of dollars being considered for the next work assignment.

6.9 Professional Services Library - Direct Selection

- 6.9.1 For work assignments requiring unique experience or knowledge, including past experience on another phase of the project, the Departments/Divisions may formally request permission to forego the rotation and select a specific consultant.

- 6.9.2 This request will require the Departments/Divisions to submit a Direct Select Form to the Procurement Services Division. Consultants that are directly selected for a work assignment as a result of this process shall be passed on their next scheduled turn in the rotation.
- 6.9.3 The Professional Services Library content for each service category is posted on the Procurement Services Division SharePoint intranet page.

7. **ALTERNATIVE PROCUREMENT METHODS** *(Refer to Section Twelve of the Procurement Ordinance)*

- 7.1 Emergency Procurements
 - 7.1.1 Departments/Divisions must submit a completed Emergency Purchase Order form to the Procurement Services Director. Upon approval by the Procurement Services Division Director or designee and the Collier County Manager or designee, the emergency purchase may be made either through the issuance of a Purchase Order or P-Card. All other requisition requirements still apply.
 - 7.1.2 If utilizing a County pre-approved contract, all contractual terms, conditions, and fee schedules must be strictly adhered to as outlined in the underlying contract.
 - 7.1.3 Emergency procurements will be reported via an administrative report to the Board by the Procurement Services Division at the next available Board meeting.
- 7.2 Declared State of Local Emergency
 - 7.2.1 During a declared state of local emergency, standard procurement procedures and requirements will be suspended. Departments/Divisions must adhere to the emergency procurement procedures as outlined by the Procurement Services Division. Approval of emergency purchases will be conducted in strict alignment with applicable State and federal laws.
 - 7.2.2 If utilizing a County pre-approved contract, all contractual terms, conditions, and fee schedules must be strictly adhered to as outlined in the underlying contract.
 - 7.2.3 Departments/Divisions are also responsible for ensuring that contractor selection remains fair, equitable, and transparent throughout the process.

7.3. Exemption to the Competitive Process

- 7.3.1 The Departments/Divisions seeking an exemption shall complete an Exemption from the Competition Process form, and if applicable, submit an executive summary to the Procurement Services Division for review.
- 7.3.2 The exemption will be approved by the Procurement Services Division Director or designee if it is determined that the exemption is in the best interest of the County.
- 7.3.3 The Board shall approve the expenditure for an exemption that has a value more than the formal competition threshold.
- 7.3.4 Exemptions are valid for a period approved by the Procurement Services Division Director or designee and/or the Board.
- 7.3.5 Contracts may be required for exemptions if deemed necessary by the Procurement Services Division Director or designee.
- 7.3.6 In all cases, the requesting Departments/Divisions shall strive to obtain best value from a vendor when obtaining goods and services under an exemption.
- 7.3.7 Should the Procurement Services Division Director or designee determine that the request is not eligible for exemption and/or that it would be in the best interest of the County to conduct a competitive process, the Departments/Divisions will be required to work with Procurement staff on an appropriate procurement method.
- 7.3.8 Refer to the Exemptions of Competition Guidelines available on the Procurement SharePoint intranet page.

7.4. Waiver to the Competitive Process

- 7.4.1 Single source procurements are defined as commodities or contractual services that are available only from a single source, or the use of such source is both economically and operationally in the County's best interest.
- 7.4.2 Single source procurements may be eligible for the waiver to the competitive process if the Procurement Services Division Director or designee determines it to be in the best interest of the County.

- 7.4.3 Single source commodities or contractual services must be available only from contractors who are uniquely qualified.
 - 7.4.4 The single source purchase should be for the only good or service that will produce the desired results, or is the most appropriate for the given situation, or is available from only one source of supply, or the use of such source is both economically and operationally in the County's best interest.
 - 7.4.5 The Board shall approve the expenditure of a Waiver of Competition with a value more than the formal competition threshold. Departments/Divisions are responsible to obtain said approval.
 - 7.4.6 Waivers are valid for a period approved by the Procurement Services Division Director or designee and/or the Board.
 - 7.4.7 If the request cannot be granted, the Procurement Services Division Director or designee will direct the requestor to work with Procurement Staff to utilize an alternative acquisition method.
 - 7.4.8 Contracts may be required for waiver of competition purchases if deemed necessary by the Procurement Services Division Director or designee.
 - 7.4.9 Refer to the Waivers of Competition Guidelines available on the Procurement SharePoint intranet page.
- 7.5 Cooperative Purchasing and Piggybacking
- 7.5.1 The Departments/Divisions seeking to utilize a Cooperative Agreement shall complete and submit a Cooperative Purchasing Request Form along with required supporting documentation as indicated on the form to the Procurement Services Division.
 - 7.5.2 Cooperative Purchasing - the Procurement Services Division Director or designee shall have the authority to procure goods or services from the Board-approved nationally or State recognized cooperative purchasing program.
 - 7.5.3 Piggybacking - the Procurement Services Division Director or designee shall have the authority to procure goods or services from vendors who have been selected, as a result of a competitive selection process for a federal, State, or municipal government, or any other government agency, political subdivision, or government-related association,

provided that the originating entity utilized a competitive process similar to Collier County's.

7.5.3.1 The solicitation process must be substantially equivalent to the process used by the County.

7.5.3.2 The contract must be active (not expired) and be able to be completed within the term of the underlying contract.

7.5.3.3 The products or services needed must be specifically identified within the scope of the contract.

7.5.3.4 The vendor must agree to extend the contract terms and pricing to the County.

7.5.3.5 Contracts for the professional services identified in Section 287.055, Fla. Stat., may not be piggybacked.

7.6 Standardization

7.6.1 Where standardization is determined to be desirable by the Board, the purchase of commodities may be negotiated directly with a particular vendor with the advance approval of such purchase by the Board.

7.6.2 Standardization may be the result of a formal evaluation process facilitated by the Procurement Services Division or the recognition of the historical use of a product as determined by the Procurement Services Division.

7.6.3 The Departments/Divisions seeking standardization shall complete and submit a Standardization Request Form to the Procurement Services Division. Approved Standardization requests may result in the need for a single source and may require further Board approval.

7.7. Requests for Information (RFI)

7.7.1 An RFI shall be issued by the Procurement Services Division Director or designee when it is in Collier County's best interest to request information from potential vendors prior to the issuance of a planned solicitation, or prior to approval of a standardization request.

7.7.2 An RFI is used to collect comments and obtain input from the marketplace. Information submitted by vendors in response to an RFI may be used to develop specifications to be

included in a future solicitation. The RFI may include criteria for purposes of formally evaluating a standardization request as referenced in this Procurement Manual.

7.7.3 Pricing is not requested during the RFI process.

7.7.4 An award is not made as a direct result of an RFI.

8. CONTRACT ADMINISTRATION

(Refer to Section Twenty of the Procurement Ordinance)

8.1 Purpose

8.1.1 The purpose of this section is to provide the steps necessary for the administration of contracts entered into by the County.

8.1.2 This section is designed to advise employees of County procedures to ensure compliance with laws, rules, procedures, and regulations.

8.1.3 Proper contract administration protects the rights of the parties and ensures that the obligations of the parties are met.

8.1.4 Collier County contracts shall be administered in accordance with procedures established in this Procurement Manual, the Collier County Procurement Ordinance, Section Twenty, Contract Administration, and any applicable State and federal law provisions.

8.1.5 The requirements herein serve as a guide in the administration of County contracts. If the terms of a Collier County contract differ, conflict, or are inconsistent with this Procurement Manual, the solicitation, or the Purchase Order, the documents shall be given precedence in the following order:

8.1.5.1 Procurement Ordinance.

8.1.5.2 Contract.

8.1.5.3 Solicitation.

8.1.5.4 Purchase Order.

8.1.5.5 Procurement Manual.

8.2 Contract Document

Contracts are generally created under any of the following circumstances:

- 8.2.1 Construction services and on-site services where the County prefers a contract and deems it in the best interest and protection of the County.
 - 8.2.2 For the procurement of commodities or services resulting from formal competition exceeding \$250,000.
 - 8.2.3 If it is in the best interest of the County to memorialize details of the transaction, or if an expenditure would benefit from specific written terms and conditions.
 - 8.2.4 When required by law, policy, or other established regulations.
- 8.3 Pursuant to the Procurement Ordinance, Section Twenty, every procurement of services shall be administered by the requesting Agency/Department/Division through an appointed Contract Administrative Agent/Project Manager.

8.4 Roles and Responsibilities

The originating Division Director is accountable for all contracts within his/her designated authority. The Division Director is responsible for the following, as applicable:

- 8.4.1 Designating a Contract Administrative Agent/Project Manager for every contract under the division.
 - 8.4.2 In cases where two or more Divisions are responsible for a contract, the parties will select a Contract Administrative Agent/Project Manager to serve on behalf of the Divisions.
 - 8.4.3 Ensuring that the designated Contract Administrative Agent/Project Manager has a thorough understanding of the terms and conditions of the contract and effectively manages the contract in accordance with County procedures.
 - 8.4.4 Reviewing work orders, change orders, and amendments to confirm that the scope is in accordance with the scope of the contract.
 - 8.4.5 Approving work orders, change orders, amendments and price adjustments in accordance with County procedures.
- 8.5 Contract Administrative Agent/Project Manager

Unless otherwise noted, the Contract Administrative Agent/Project Manager is responsible for the following, as applicable:

- 8.5.1 Proper contract management and administration process.
- 8.5.2 Developing the contract/project scope and specifications.
- 8.5.3 Completing the necessary steps to request a new solicitation with the Procurement Services Division.
- 8.5.4 Participating in the development of the contract and writing draft documents for approval through the appropriate County procedures.
- 8.5.5 Consulting with other Divisions that may be affected by the contract.
- 8.5.6 Recommending an annual expenditure cap for the contract.
- 8.5.7 Establishing a project kick-off meeting, if applicable, once a contract is approved.
- 8.5.8 Managing contractor performance in accordance with the established terms and conditions.
- 8.5.9 Managing, approving, and documenting any changes (change orders, amendment, and work orders) to the contract.
- 8.5.10 Initiating and participating in requests for termination, renewals, extensions, and amendments to the contract.
- 8.5.11 Collaboration with the Procurement Services Division to ensure that insurance certificates and bonds are on file and current.
- 8.5.12 Initiating "Corrective Action" when the contractor is not in compliance with terms of contract.
- 8.5.13 Communicating contract deficiencies to the Procurement Contract Manager, Contractor, and the Operating Division Director, and appropriate County officials in a timely manner and in accordance with County procedures.
- 8.5.14 Approving project reports and invoices for payment, unless that authority has been designated to another person.
- 8.5.15 Completing closeout and vendor performance evaluations.
- 8.5.16 Collaborating with the vendor and the Clerk's Finance Office to timely process payments and/or resolve payment issues.

8.6.4. The Contract Administrative Agent/Project Manager is not authorized to:

- 8.6.1 Instruct the contractor to start work or provide services before the contract is fully executed and a Purchase Order has been issued.
- 8.6.2 Change the scope of the contract/work order without doing so through a formal amendment or change order.
- 8.6.3 Direct the contractor to perform work that is not specifically described and funded by the contract/work order.
- 8.6.4 Extend the term of the contract/work order without an approved amendment or change order, unless otherwise approved in the contract.
- 8.6.5 Authorize the contractor to incur any additional costs over the contract limit set by the contract/work order, unless approved in accordance with the County's approved procedures.
- 8.6.6 Order or direct the contractor to supply goods and services not specifically itemized in the agreement through the required change order or amendment.

8.7 Procurement Contract Manager

The Procurement Services Division provides contract oversight to ensure that contracts and related documents presented for approval to the Board and/or County Manager or designee comply with applicable State and federal laws, and County policies and procedures. The Procurement Contract Manager is responsible for developing, implementing, distributing and revising the contract templates, SOPs, guidelines, contract administration training materials, and other contractual document templates and ancillary forms; oversight of the contract renewal and extension process; preparation and routing of contract amendments and assumption agreements; providing guidance on corrective action methods and terminations; assisting with the interpretation and application of County, State, federal or other contract policies; coordinating with the County Attorney's Office, and offering training and technical assistance services to the Department/Division staff.

9. CONTRACT PLANNING

- 9.1 The contract management process begins with a Division providing a clear and concise performance-based scope of work or contract specifications to the Procurement Services Division.
- 9.2 Generally, a scope of work refers to services being provided, while contract specifications refer to items that are going to be received. In either case, the scope of work or contract specifications should be the road map for successful contract management and administration.
- 9.3 Planning for an effective contract administration process occurs prior to issuance of the solicitation or creating a contract.
- 9.4 At a minimum, the scope of work or contract specifications should:
 - 9.4.1 Establish the County's requirements.
 - 9.4.2 Provide a shared understanding of each party's responsibilities.
 - 9.4.3 Include specific terms to evaluate the performance of the contract.
 - 9.4.4 Form the basis for contract administration and management.
 - 9.4.5 Be clear, complete, concise, and consistent, and written in plain English that is understandable to lay readers.
- 9.5 Efficient contract administration ensures that the contract requirements are satisfied, the goods and services are delivered in a timely manner, and the financial interests of the County are protected. Effective contract administration minimizes or eliminates problems and potential claims and disputes.
- 9.6 All contracts, including terms and conditions, are to be submitted to the Procurement Services Division for inclusion of County acceptable clauses.
- 9.7 Direct Material Purchasing Program - direct material purchases are a cost-savings measure to achieve sales tax savings through the County's sales tax exemption by purchasing materials directly from a supplier or vendor. Refer to the Direct Material Purchase Guidelines available on the Procurement SharePoint intranet page.
- 9.8 Change Orders.
 - 9.8.1 The Contract Administrative Agent/Project Manager will complete the Change Order Form and submit it to the Procurement Services Division with an executive summary, if applicable.

9.8.2 For any contract for construction services entered on or after July 1, 2025, the County must approve or deny a price quote for a change order requested or issued by the County within 35 days after receipt of such price quote from the contractor (receipt commencing the date upon which the County’s Project Manager and Department Head receives the price quote) consistent with the prompt processing of change orders set forth in Section 218.755, Fla. Stat.

9.8.2.1 The Change Order must be approved or rejected by the County within thirty-five (35) calendar days of receipt of a price quote from the Contractor. If the County fails to provide a timely approval or rejection, the Change Order will be deemed approved, and the County will be required to pay the price quoted by the Contractor.

9.8.2.2 The County refers to “Date of Receipt” as the date the County’s Project Manager/Representative formally acknowledges receipt of the Change Order, or an email read receipt is generated.

9.8.2.3 It is recommended that all Change Orders are either approved or rejected at the division level within three business days of receipt.

9.8.2.4 If the Change Order provided by the Contractor meets all County requirements the approval process is delegated through and authorized by the Procurement Ordinance.

9.8.2.4.1 For Change Orders requiring the Board of County Commissioners, the “approval date” is the date the agenda item is approved.

9.8.2.4.2 For Change Orders delegating approval to the Procurement Services Divisions, the “approval date” is the date the Procurement Services Professional executes the Change Order.

9.8.2.5 If the Change Order provided by the Contractor does not meet all the County requirements it shall be rejected in writing and the following must be included:

9.8.2.5.1 Rejections shall specify the deficiencies and reasons for rejection, and

9.8.2.5.2 Rejections shall identify actions needed to remedy such deficiencies.

9.8.2.6 The submittal of a corrected Change Order will restart the thirty-five (35) days.

9.8.3 During exigent circumstances, where the approval of a Construction Change Order requires the County to approve or deny a price quote for construction services received from a contractor within 35 days of receipt, or have the price quote be deemed approved (as mandated by Section 218.755, Fla. Stat.), and the Change Order price quote cannot be presented to the Board to meet that time requirement, the Board authorizes the Department Head or designee and Procurement Director or designee to approve or deny those Change Order's that otherwise exceed the Board's delegated Change Order threshold for staff approval, subject to subsequently presenting such items to the Board for ratification through the Procurement Administrative Report.

9.8.4 Supporting Documentation to Change Orders:

9.8.4.1 An itemized cost proposal(s)/quote(s) is defined as a detailed breakdown of labor, equipment, materials, rentals, and subcontractor efforts anticipated to complete the scope of work supported by direct labor/equipment hours and proposal/quote documentation to substantiate the material/rental/subcontractor estimated amounts. If materials were estimated utilizing stock from inventory, materials should be proposed at their assigned inventory cost and historical order invoices provided as backup to support the pricing.

9.8.4.2 If a subcontractor is a related entity to the contractor, then the contractor shall not mark-up the subcontractor's fees. A related entity shall be defined as any parent or subsidiary of the company and any business, corporation, partnership, limited liability company or other entity in which the company or a parent or a subsidiary of the company holds any ownership interest, directly or indirectly.

- 9.8.4.3 The labor rates provided by the contractors are considered all-inclusive of labor burden and should not include additional terms and conditions, unless otherwise provided for in the underlying contract.
- 9.8.4.4 Overtime is applicable only if expressly provided for in the underlying contract. Any reference to “working hours” in the contract (e.g., 7 a.m. to 7 p.m.) or to the County Noise Ordinance has no relationship to the County having any responsibility to pay contractors at overtime rates, but rather establishes the time during which work can take place. Work beyond the referenced “working hours” does not establish an entitlement to overtime pay. In the absence of an express agreement to reimburse the contractor for overtime based on hourly overtime rates established in the Agreement or as agreed upon in an approved Change Order, overtime does not apply and is not compensable.
- 9.8.4.5 Markup for labor cost is allowed if the contractor confirmed in writing that the labor rates were raw labor wages and no profit/overhead is included. If the labor rates were all-inclusive and profit/overhead was factored in, then markup would not be allowed.
- 9.8.4.6 Reimbursement will require itemized backup documentation that is consistent with the itemized cost proposal(s)/quote(s) provided with the Change Order scope of work involving a cost proposal(s)/quote(s) for work performed on a time and material basis. Examples of allowable labor (time) backup documentation involving payments for direct salaries will, at a minimum, identify the personnel involved, salary rate per hour, and hours spent working on the Change Order scope of work, which should be substantiated by timecards or another acceptable form of electronic employee recordkeeping. All direct labor and equipment should be supported by daily construction logs that, at a minimum, identify the date, starting and ending times, all labor positions and hours the work was performed, and the type, quantity, rate and hours the equipment was utilized on the Change Order scope of work. Materials or rental equipment billed should include itemized copies of invoices, Application for Payments or receipts to

document such expenses. Billable charges for which markup should not be applied include, but are not limited to, ancillary charges, fees, surcharges, sales tax, shipping costs, permits, and subcontractor markup.

9.8.5 Refer to the Change Orders Guidelines available on the Procurement SharePoint intranet page.

9.9 Amendments.

The Contract Administrative Agent/Project Manager will complete the Contract Amendment Request form and submit it to the Procurement Services Division with an executive summary, if applicable.

9.9.1 The Procurement Services Division prepares the amendment for review and approval by the County Attorney's Office.

9.9.2 All contract amendments must be in writing and approved by all appropriate parties.

9.9.2.1 The Procurement Services Division routes contract amendments to the vendor for signature and, if applicable, to the Clerk of the Circuit Court for recording and uploading to SAP.

9.10 Price Adjustments - the Departments/Divisions are responsible for submitting a Price Increase Request form to the Procurement Services Division.

9.11 Contract Renewals and Extensions - the Departments/Divisions are responsible for monitoring contract terms. To request a renewal or extension, the Contract Renewal or Extension Request form must be completed and submitted to the Procurement Services Division.

10. CONSTRUCTION AGREEMENTS

10.1 Retainage - in accordance with Section 218.735(8)(a), Fla. Stat., the Board may withhold an amount not exceeding 5% of the payment as retainage from each progress payment issued to a contractor, where applicable.

10.1.1 Should the Departments/Divisions recommend a reduction to the percentage of cumulative retainage, the request shall be subject to the following:

10.1.1.1 Whether the contractor has performed in a satisfactory manner.

10.1.1.2 Outstanding claims or disputes.

- 10.1.1.3 Contract Balance.
- 10.1.1.4 Retainage Balance.
- 10.1.1.5 Date that the Certificate of Substantial Completion with punch list was fully executed.
- 10.1.1.6 Date of Final Completion.
- 10.1.1.7 Amount of any liquidated damages assessed or intend to waive.

10.1.2 The Departments/Divisions shall obtain approval from the Board to reduce less than 5% of the retainage. Any decision to reduce retainage shall be formally communicated by letter to the contractor's representative. The letter shall affirmatively state that the contractor has satisfactorily performed the contract work.

10.2 Liquidated Damages - Departments/Divisions shall obtain approval from the Board to waive the assessment of liquidated damages.

10.3 Consent to Assignments of Contracts - the Departments/Divisions must inform the Procurement Services Division upon notification of a legal change in ownership.

10.3.1 The County's authority for consent to assignment of a contract may be approved by the Procurement Services Division Director or designee.

10.3.2 The Procurement Services Division is responsible for the development and processing of the assumption agreement.

10.4 Contract Terminations - the Departments/Divisions desiring to terminate a contract must submit a Contract Termination Request to the Procurement Services Division. Notices that terminate in its entirety a Board-approved purchase or contract must be approved by the Board prior to its termination, unless otherwise provided in the contract.

11. OTHER CONTRACTUAL DOCUMENTS

11.1 Notice to Proceed (NTP) - a formal letter issued by the Contract Administrative Agent/Project Manager on behalf of the County to the contractor/consultant, authorizing them to begin work on the project. It marks the official start of the project and often specifies:

- Start Date - the exact date when the contractor/consultant is required to commence work.

- Contract Time - the number of days or the time within which the work must be completed, as per the terms of the agreement, Substantial Completion Date (Construction), or Final Completion Date (Design/Consulting).
- 11.1.1 In a project specific construction agreement, the original Substantial Completion Date is the number of days identified in the agreement and then formalized with a date in the Notice to Proceed. If situations arise where days should be added to allow the construction to reach the Substantial Completion Date, then a Change Order (or Change Orders) should be processed prior to the Substantial Completion Date. Change Orders processed to extend the Substantial Completion Date will also extend the Final Completion Date.
- 11.1.2 The NTP is crucial because it marks the beginning of the contract performance period and may be tied to deadlines, payment schedules, and liquidated damages pursuant to the agreement's terms.
- 11.1.3 NTPs will be submitted by the Departments/Divisions through the Jira ticketing system to the Procurement Services Division. The Procurement Services Division will validate and upload the NTP to SAP.
- 11.1.4 A Limited Notice to Proceed (LNTP) may be issued prior to commencement of work on construction projects where there may be long lead times for ordering materials. This will not impact the contract completion days and should not be issued for any billable work.
- 11.2 Stop and Start Letters - a formal project communication that directs the contractor/consultant to temporarily halt or resume work. The Contract Administrative Agent/Project Manager issues these letters to the contractor/consultant. The letters should not be issued for purposes of circumventing the terms of the contract or initial completion time, such as issuing a stop letter on Friday at 5:00 p.m. and issuing a start letter on Monday at 8:00 a.m. or holidays.
- 11.2.1 Stop Letter - a written directive in the form of a letter issued to the contractor/consultant to cease work, usually due to safety concerns, changes in project scope, contract disputes, or unforeseen issues like regulatory compliance, weather events, or environmental concerns.
- 11.2.1.1 The stop letter includes the effective date and reasons for the stoppage, the scope of work affected, any required actions before resuming work, and

remaining days for completion upon notice to resume the work. The Departments/Divisions will electronically submit the letter through the Jira ticketing system to the Procurement Services Division. The Procurement Services Division will validate and upload the letter to SAP.

11.2.2 Start Letter (resume work) - a follow-up written directive in the form of a letter authorizing the contractor/consultant to recommence services after resolving the stoppage issues.

11.2.2.1 The start letter provides a new timeline for project completion, deadline adjustments, or contract modifications, if necessary.

11.2.2.2 The Departments/Divisions will submit the start letter through the Jira system to the Procurement Services Division. The Procurement Services Division will validate and upload the letter to SAP.

11.3 Work Orders.

11.3.1 The Contract Administrative Agent/Project Manager must comply with the terms of an approved continuing contract or agreement, which authorizes a contractor/consultant to perform a specific task within the broader scope of the master agreement. Nothing in the work order shall conflict with the terms and conditions of the continuing contract or agreement, and all work performed must fall within the scope and term of the underlying master agreement.

11.3.2 Work Assignments through the Professional Services Library are administered by the Procurement Services Division under the protocol of the Procurement Manual, Section Six. The Contract Administrative Agent/Project Manager will comply with the rotation process established in the contract and in the Procurement Manual, Section Six.

11.3.3 Work Orders requiring Board approval are reviewed by Procurement in the County's Agenda System. If applicable, a Notice to Proceed will also be issued. All others are reviewed and approved by the Procurement Services Division through SAP.

11.4 Work Directive.

11.4.1 A Written Directive, also referred to as a Work Directive, shall mean a written directive issued by the Contract Administrative Agent/Project Manager to a contractor, when

allowed for under the terms of the contract, in an instance where the parties cannot agree on price and/or costs associated with work arising from differing, unforeseen or emergency site conditions and the work in question is part of the “critical path” of the contract schedule. The contractor or subcontractor cannot perform the work before a work directive is issued.

- 11.4.2 Promptly after being notified of a change, the contractor shall submit a not-to-exceed estimate of any cost or time increases or savings it foresees as a result of the change. A work directive should ultimately be followed up with an agreed upon Change Order that includes with an itemized cost proposal(s)/quote(s) with supporting documentation.
- 11.4.3 The work directive must be executed by all the parties prior to the effective date.
- 11.4.4 A verbal Work Directive may only be issued in extraordinary emergencies when necessary to protect and promote the public interest, which shall be followed up with a written Work Directive within five (5) calendar days.
- 11.4.5 The Contract Administrative Agent/Project Manager shall timely process a Change Order resulting from the issuance of a Work Directive . Regardless of the impact, the Contract Administrative Agent/Project Manager shall negotiate a Change Order with the contractor as follow-up to the work directive change.

11.5. Performance and Payment Bonds.

(Refer to Section Twenty-One of the Procurement Ordinance)

- 11.5.1 The Procurement Services Division Director or designee shall determine if payment and performance bonds are required. All contracts for construction or repairs of public buildings and public works projects shall require payment and performance bonds in accordance with 255.05, Fla. Stat.
- 11.5.2 Payment and performance bonds shall be at least 100 percent of the contract amount, including any Owner’s allowance.
- 11.5.3 All required bonds shall be from a surety company authorized to do business in the State of Florida to guarantee the full and faithful performance of the contractual obligations and the payment of labor and material expended pursuant to the contract whenever and in such amounts as is deemed necessary by the Procurement Services Division. The surety shall meet the requirements of the Department of the Treasury Fiscal Service,

“Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies.” An irrevocable letter of credit from a financial institution operating within the State of Florida (or other alternative forms of surety as permitted under Florida law) may be sufficient in place of the performance bond, if so provided for in the bid and contract documents.

- 11.5.4 The vendor is required to record the payment and performance bonds and riders with the Collier County Clerk of Court and pay all associated costs.
- 11.5.5 All such bonds or letters of credit shall be approved as to form by the County Attorney and held by the Clerk's Board Minutes and Records Department.
- 11.5.6 For contracts that are not presented to the Board, Departments/Divisions are required to obtain the bond and include the recorded bond as part of the Purchase Order requisition.

11.6 Insurance.

- 11.6.1 Evidence of insurance is required of contractors to protect County assets, County employees, and the public from losses for property damage, bodily injury, loss of use, business interruption, and financial loss.
- 11.6.2 The amount of insurance coverage required for each contract will be specified by the County's Risk Management Division. Insurance certificates will be required and reviewed by Risk prior to the approval of any contract. During the life of the contract, the contractor is required to maintain all the specified insurance requirements. For further reference, refer to the Insurance Requirements Guidelines available on the Procurement SharePoint intranet page.

12. PAYMENT OF INVOICES

- 12.1 Prior to the execution of a formal contract subject to the Procurement Ordinance and this Procurement Manual, the Procurement Services Division Director, or designee shall establish a formal payment schedule and payment terms within the agreement. Such terms and conditions shall be consistent with the requirements of all applicable laws and the formal solicitation documents.

- 12.2 After the contract award, the County shall pay contractors for the services rendered in accordance with the terms and conditions set forth in the Contract, in an amount not to exceed that authorized by each Purchase Order, contingent upon appropriation by the Board. The County shall promptly notify the contractor if the necessary appropriation is not made. No contractor shall begin compensable work without an issued Purchase Order for the project.
- 12.3 County staff shall comply with the Local Government Prompt Payment Act (Section 218.70, Fla. Stat.) and Sections 218.73 and 218.735, Fla. Stat. for the timely payment for purchases of services.
- 12.4 Proper Invoice Requirements - if an invoice conforms with all statutory requirements and does not differ materially from the requirements established by Collier County, then the invoice is considered proper. The Clerk of the Circuit Court's Finance Office has sole discretion to make a reasonable determination as to whether an invoice is improper because it differs materially from the requirements established by Collier County. As such, the following represents the requirements for an invoice to be considered a proper invoice for payment:
 - 12.4.1 The goods or services received must have been properly authorized by the County. If a Purchase Order or contract was required, the goods or services must have been received in the way the Purchase Order or contract specified. If proof of receipt is required, documentation showing the goods or services were received or provided shall be attached to the invoice.
 - 12.4.2 The invoice shall contain the following minimum information:
 - 12.4.2.1 The name of the contractor.
 - 12.4.2.2 The address of the contractor.
 - 12.4.2.3 The date of the invoice.
 - 12.4.2.4 The Collier County Purchase Order, if applicable.
 - 12.4.2.4.1 The contract number, if applicable.
 - 12.4.2.4.2 The "Customer" or "Bill To" information should include the Board of County Commissioners agency name and address.
 - 12.4.2.5 For contractual payments, the date the contract was signed by the Board of County Commissioners or Board designated County staff person.
 - 12.4.2.6 For invoices involving the purchase of goods:
 - 12.4.2.6.1 A description of the item.
 - 12.4.2.6.2 The quantity purchased.

- 12.4.2.6.3 The unit price.
- 12.4.2.6.4 The total price (for each item).
- 12.4.2.6.5 The total amount of the invoice (all items).
- 12.4.2.7 For invoices involving the purchase of services:
 - 12.4.2.7.1 Itemized description of services performed, including persons who performed services and hourly rate, if required.
 - 12.4.2.7.2 The date the services were performed.
 - 12.4.2.7.3 An itemization of other direct reimbursable costs (description, amount, etc.), including copies of invoices for reimbursable expenses when deemed appropriate by the Clerk of the Circuit Court's Finance Office.
 - 12.4.2.7.4 Billing method for services performed (approved hourly rates, percentage of completion, direct (actual) costs, etc.).
- 12.4.2.8 For Partial Payment Requests on Construction Contracts:
 - 12.4.2.8.1 Partial Payment Requests (invoice) on the County approved Application for Payment form or American Institute of Architects (AIA) Application and Certificate for Payment form, with all appropriate certification documents required by the contract for payment.
 - 12.4.2.8.2 The itemized schedule of values.
 - 12.4.2.8.3 Copies of supporting invoices for all stored materials for which payment is being sought.
 - 12.4.2.8.4 Copies of bond invoice and proof of payment for which bond payment is being sought.
 - 12.4.2.8.5 Release of liens (partial), if applicable.
- 12.4.2.9 For Final Payment Requests on Construction Contracts:
 - 12.4.2.9.1 All the documentation required in section 12.4.2.8 above.
 - 12.4.2.9.2 Release of liens, final.
 - 12.4.2.9.3 Consent of Surety.
 - 12.4.2.9.4 Certificate of Occupancy and other required permit close out documents, if applicable.

12.4.2.9.5 Operating manuals, maintenance manuals, and all warranty related documentation.

12.4.2.9.6 As-built construction plans should be provided to the County.

12.4.2.10 Any other information required by written agreement or contract with the Board of County Commissioners.

12.4.3 Invoices submitted in connection with the issuance of a Purchase Order and contract/agreement shall be submitted in Adobe PDF format to BCCAPCLERK@collierclerk.com.

12.4.4 An itemized invoice is defined as a detailed breakdown of goods or services provided to the County, listing descriptions, quantities, unit prices, and costs for each item or service. Unlike a standard invoice with a lump-sum amount, an itemized invoice offers the County a transparent view of individual charges associated with their purchase.

12.4.5 If a subcontractor is a related entity to the contractor, then the contractor shall not mark-up the subcontractor's fees. A related entity shall be defined as any parent or subsidiary of the company and any business, corporation, partnership, limited liability company or other entity in which the company or a parent or a subsidiary of the company holds any ownership interest, directly or indirectly.

12.4.6 Allowance - any allowance dollar amount that has been included in the Contractor's Bid Schedule amount is not a guaranteed reimbursement but rather is only eligible for reimbursement by the County if expressly authorized by the County and formally agreed upon and memorialized by the parties via Change Order, which includes an itemized quote providing in detail the agreed upon time and material costs for the Change Order work. Reimbursement for any use of the allowance will require itemized backup documentation that is consistent with the quote provided with the Change Order and must establish and validate the expenditure of time and materials invoiced at a level supported by an audit. Examples of allowable labor (time) backup documentation involving payments for direct salaries will, at a minimum, identify the personnel involved, salary rate per hour, and hours spent working on the Project, which should be substantiated by timecards or another acceptable form of electronic employee recordkeeping. Materials or equipment billed should include itemized copies of invoices or receipts to document such expenses.

- 12.4.7 The labor rates provided by the Contractors are considered all-inclusive of labor burden and should not include additional terms and conditions, unless otherwise provided for in the underlying contract.
- 12.4.8 Overtime is applicable only if expressly provided for in the underlying contract. Any reference to “working hours” in the contract (e.g., 7 a.m. to 7 p.m.) or to the County Noise Ordinance has no relationship to the County having any responsibility to pay Contractors at overtime rates, but rather establishes the time during which work can take place. Work beyond the referenced “working hours” does not establish an entitlement to overtime pay. In the absence of an express agreement to reimburse the Contractor for overtime based on hourly overtime rates established in the Agreement or as agreed upon in an approved Change Order, overtime does not apply and is not compensable.
- 12.4.9 Markup for labor cost is allowed if the contractor confirmed in writing that the labor rates were raw labor wages and no profit/overhead is included. If the labor rates were all-inclusive and profit/overhead was factored in, then markup would not be allowed.

13. MONITORING CONTRACT PERFORMANCE AND DELIVERABLES

- 13.1 Monitoring of contract performance is a key function of efficient contract administration. It is essential to ensure that the contractor is performing all duties in accordance with the contract and the appropriate County staff members are aware of any developing problems or issues.
- 13.2 During the life of the contract, the Contract Administrative Agent/Project Manager should communicate regularly with the contractor, monitoring whether the goods and services required of the contract are being provided in accordance with the contract and working to resolve any issues promptly. Whenever possible, the parties should seek to resolve disputes informally by direct discussion.
- 13.3 It is essential for the Contract Administrative Agent/Project Manager to apply the Twelve Key Metrics that have been developed to assist in this effort and become part of any County and contractor contract relationship.
- 13.3.1 Twelve Key Metrics:
- 13.3.1.1 Customer Service - provide excellent customer service to both the County staff and the public.

- 13.3.1.2 Contract Deliverables - supply the goods and services outlined in the agreement.
- 13.3.1.3 Delivery Schedule - maintain the agreed schedule and avoids delays.
- 13.3.1.4 Quality – provide the highest level of quality of goods and services.
- 13.3.1.5 Billing and Invoicing – submit detailed and accurate invoices matching the work performed.
- 13.3.1.6 Project Management – consistently demonstrate the ability to stay on top of processes.
- 13.3.1.7 Subcontractor Management – maintain a professional relationship with subcontractors.
- 13.3.1.8 Equipment and Resources – provide the best available equipment to perform the work.
- 13.3.1.9 Materials Management – demonstrate “best practice” in handling and storage.
- 13.3.1.10 Cost Control – hold and manage costs to avoid exceeding budget projections.
- 13.3.1.11 Maintaining Technical Requirements – monitor quality control of the products and processes.
- 13.3.1.12 Safety Standards – ensure staff is trained and properly equipped to perform the work safely.
- 13.4 Contractor performance may be reviewed at the time of delivery of products or services, at the completion of a project, or at the end of a contract. The information recorded may be subsequently referenced and considered in the recommended award of future contracts.
- 13.5 The Contract Administrative Agent/Project Manager should complete a Corrective Action Report when an issue occurs and attempt to resolve the matter with the contractor.
- 13.6 The evaluations and copies of corrective action reports are to be submitted to the Procurement Services Division.

14. CONTRACT CLOSEOUT

- 14.1 A contract is closed when all work described in the project scope is completed, when all contract dollars have been expended, or when the contract is terminated.
- 14.2 The Contract Administrative Agent/Project Manager is responsible for closeout activities, including but not limited to:

- 14.2.1 Validating all deliverables and services have been delivered and accepted.
- 14.2.2 Verifying all project reports have been received and accepted.
- 14.2.3 Confirming that any claims and performance issues have been resolved and liquidated damages have been properly assessed for non-performance/non-compliance.
- 14.2.4 Validating Substantial and Final Completion, Final Payment Checklist, and Warranty forms have been processed, if applicable.
- 14.2.5 Acceptance of a Contractor Transition Plan, outlining in detail the transfer of property to the County, transferring project knowledge and conduct training with the appropriate County representatives, etc., if applicable.
- 14.2.6 Disposal of any County surplus property, in accordance with the County's policies and procedures.
- 14.2.7 Completing a contractor performance evaluation through the County's vendor evaluation system.
- 14.2.8 Conducting a debriefing with the contractor.

15. UNAUTHORIZED PURCHASES
(Refer to Section Twenty-Two of the Procurement Ordinance)

- 15.1 All purchases made shall be consistent and in compliance with the Procurement Ordinance. Violations shall be handled in the manner provided by statutes or applicable Collier County Procurement Manuals. Any purchase or contract made contrary to the provisions thereof and contrary to Florida law shall not be approved and the County shall not be bound thereby, unless the following:
 - 15.1.1 Should work be authorized or purchases made not in conformance with the Procurement Ordinance, Procurement Manuals, or contracts, the Departments/Divisions will complete an After-the-Fact Procurement Form.
 - 15.1.2 The Board shall approve the After-the-Fact Procurement form if the transaction has a value exceeding the formal competition threshold. The Department/Division is responsible for creating the agenda item and Executive Summary and providing all required documentation to the Procurement Services Division. Staff shall seek After-the-Fact approvals at the first available Board meeting so as not to unduly burden contractor awaiting payment for goods or services provided.

- 15.1.3 The Procurement Services Division Director or designee shall approve the After-the-Fact Procurement form if the transaction has a value less than the formal competition threshold and will report it to the Board on the Procurement Administrative Report. The Department/Division is responsible for providing the Procurement Services Division the form and all required documentation.

16. PROHIBITION AGAINST SUBDIVISION
(Refer to Section Twenty-Three of the Procurement Ordinance)

- 16.1 No contract or purchase shall be subdivided to avoid the requirements of the Procurement Ordinance or State law.

17. SURPLUS

- 17.1 In all such instances, the Procurement Services Division Director or designee shall ensure that the purchase has been approved subject to all other provisions of the Procurement Ordinance.
- 17.2 All fixed assets purchased using a P-Card shall be properly reported to the Fixed Assets Section of the Clerk of Courts Finance Division so that it can be properly recorded.
- 17.3 Refer to the Procurement Services Division Surplus Guidelines available on the Procurement SharePoint intranet page.

Remainder of the page left blank intentionally.

REVISION HISTORY	
Date	Description
9/2/25	This version supersedes and repeals in its entirety Procurement Manual 2023 Rev. 3 (effective date 8/15/2023).