

ORDINANCE NO. 2025 - 34

AN ORDINANCE REPEALING ORDINANCE NO. 2013-69, AS AMENDED, WHICH ORDINANCE ESTABLISHED THE COLLIER COUNTY PROCUREMENT SERVICES DIVISION AND ADOPTED A PROCUREMENT POLICY CONCERNING THE PROCUREMENT OF GOODS AND SERVICES, AND REPLACING IT WITH THIS SUPERSEDING ORDINANCE, TO BE KNOWN AS THE COLLIER COUNTY PROCUREMENT ORDINANCE, WHICH ORDINANCE SETS FORTH ITS PURPOSE, APPLICABILITY, AND APPROVED THRESHOLDS; PROVIDES FOR DEFINITIONS; ESTABLISHES AND SETS FORTH THE DUTIES OF THE PROCUREMENT SERVICES DIVISION AND PROCUREMENT SERVICES DIRECTOR; ESTABLISHES ETHICAL STANDARDS; PROVIDES FOR PROCEDURES FOR SMALL PURCHASES UNDER \$10,000, FOR INFORMAL COMPETITION THRESHOLD FOR PURCHASES EXCEEDING \$10,000 BUT UNDER \$250,000, AND FOR A FORMAL COMPETITION THRESHOLD AND BIDDING PROCESS FOR PROCUREMENTS EXCEEDING \$250,000; PROVIDES FOR PROCUREMENT METHODS FOR THE COMPETITIVE PROCESS, THE PROCUREMENT OF PROFESSIONAL SERVICES, AND COMPETITIVE PROPOSALS; ESTABLISHES ALTERNATIVE PROCUREMENT METHODS; PROVIDES FOR EMERGENCY PURCHASING, AN EXEMPTION AND WAIVER TO THE COMPETITIVE PROCESS, COOPERATIVE PURCHASING, AND STANDARDIZATION; PROVIDES FORMAL COMPETITIVE AWARDS PROCESS, RESERVED RIGHTS TO THE COUNTY, REJECTION AND CANCELLATIONS, NEGOTIATIONS, INSPECTING AND TESTING, AND AWARDS; ESTABLISHES A PROCEDURE FOR UNSOLICITED PROPOSALS; ESTABLISHES POLICIES FOR SMALL AND DISADVANTAGED MINORITY AND WOMEN BUSINESS ENTERPRISES; LOCAL VENDOR PREFERENCE; PROVIDES FOR A PURCHASING CARD PROGRAM; PROVIDES FOR ADVANCE PAYMENTS FOR GOODS AND SERVICES; PROVIDES FOR PAYMENT OF INVOICES; SETS FORTH A PROCEDURE FOR CONTRACT ADMINISTRATION AND FOR PERFORMANCE AND PAYMENT BONDS; PROHIBITS UNAUTHORIZED PURCHASES INCLUDING THE SUBDIVISION OF PURCHASES; SETS FORTH A PROCEDURE FOR BID AND PROPOSAL AWARD PROTESTS; PROHIBITS CONFLICT OF INTERESTS; SETS FORTH A PROCEDURE FOR THE DEBARMENT AND SUSPENSION OF VENDORS; AUTHORIZES THE BOARD TO WAIVE THESE PROVISIONS WHEN APPROPRIATE; PROVIDES FOR CONFLICT AND SEVERABILITY, REPEAL OF PRIOR ORDINANCES, INCLUSION INTO THE CODE OF LAWS AND ORDINANCES, AND AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners (the “Board”) desires to seek the maximum value for the County by procuring the best value in obtaining commodities and contractual services; and

WHEREAS, to better effectuate this desire, on December 10, 2013, the Board adopted Ordinance No. 2013-69, known as the Collier County Purchasing Ordinance; and

WHEREAS, the Board subsequently amended Ordinance No. 2013-69 through its adoption of Ordinance No. 2015-37, Ordinance No. 2015-51, Ordinance No. 2016-11, Ordinance No. 2016-19, Ordinance No. 2017-08, Ordinance No. 2018-38, and Ordinance No. 2020-28; and

WHEREAS, the Board is repealing Ordinance No. 2013-69 as amended, and replacing it with this superseding Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, as follows:

SECTION ONE: Title and Citation.

This Ordinance shall be known and may be cited as the “Collier County Procurement Ordinance” or “Procurement Ordinance.”

SECTION TWO: Purpose.

The purpose of this Procurement Ordinance is to codify and formalize Collier County's Procurement policy, to provide for the fair and equitable treatment of all persons involved in public purchasing by the County, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity. Any provision of this Ordinance in conflict with statute is null and void as to the conflict.

SECTION THREE: Applicability and Approved Thresholds.

1. This Procurement Ordinance applies to the procurement of goods and services by the County after the effective date of this Procurement Ordinance. This Procurement Ordinance shall apply to all expenditures of public funds by the Board for public purchasing, irrespective of the source of the funds. Nothing in this section shall prevent the County from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with law.

2. Nothing contained herein shall be construed as requiring Collier County's Constitutional Officers (Clerk of the Circuit Court, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector), Court Administration, State Attorney, Public Defender or the Collier County Metropolitan Planning Organization non-county funds to be covered by the provisions of this Procurement Ordinance. However, the services of the Collier County Procurement Services Division Director may be made available for consultation.

3. The Board shall execute formal contracts in excess of \$250,000 having a binding effect upon the County, to include revenue generating contracts and hereby delegates to the County Manager or designees, the authority to approve contracts or agreements and amendments, extensions, and renewals of such contracts or agreements, including change orders, work orders

and other ancillary documents, providing the total amount of County expenditure for any such contract or agreement does not exceed \$250,000 unless otherwise specified by action of the Board.

The \$250,000 limitation set forth above shall be determined by the following:

- a) the per fiscal year dollar total expenditure for term contracts,
- b) the per fiscal year dollar expenditure for fixed-fee agreements,
- c) the per fiscal year dollar expenditure for lease agreements,
- d) the total dollar expenditure included in the contract for lump sum or specific project agreements.

4. Following formal action taken by the Board for purchases greater than the formal competition threshold, the Board delegates to the County Manager or designee the authority to carry out the administrative and ministerial actions necessary to effectuate the Board's action, including but not limited to the subsequent issuance of Work or Purchase Orders, to the extent provided in the Procurement Ordinance.

5. The Board encourages the implementation of cost savings measures, processes, and procedures as part of its various adopted procurement methods including but not limited to Direct Material Purchases, purchasing card purchases, and bulk purchases as may be in the best interest of the County. In furtherance of implementing cost saving measures, such as Direct Material Purchases and the Board's other adopted methods of procurement, the Board delegates to the County Manager or designee, the authority to manage and administer the procedures, processes and measures necessary to maximize the purchasing value of public funds expended in the procurement of materials.

SECTION FOUR: Definitions.

Agency shall mean all departments, divisions, units and offices under the Board, including the Collier County Redevelopment Agencies, the Collier County Airport Authority, Collier County Water-Sewer District and all departments under the auspices of the County Manager. Also included are those elected or appointed officials that agree to utilize procurement services provided by the Board.

Amendment shall mean an agreed addition to, deletion from, correction, or modification of a document or contract.

Blanket Purchase Order shall mean a contract document issued by the Procurement Services Division which encumbers appropriated funds issued and includes established prices for a defined period of time, although without specifying quantities.

Change Order shall mean a written order approved by the Procurement Services Director or the Board as required by the Ordinance directing the Contractor to change a contract's amount, requirements, or time. All changes must be within the original scope of the contract and in accordance with the Board approved contract's changes clause or, if no such clause is set forth within the agreement, in accordance with this Procurement Ordinance. 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.

Consultants' Competitive Negotiation Act (CCNA) is Section 287.055, Fla. Stat., and governs the procurement of professional individuals/firms for architectural, engineering, landscape architecture, survey and mapping services.

Construction Manager at Risk (CMR/CMAR) is a construction delivery method in which the Construction Manager acts as a consultant to the County in the development and design phases, but as the equivalent of a general contractor during the construction phase. The CMAR is contractually bound to deliver the project within a guaranteed maximum price (GMP). The Construction Manager at Risk is responsible and accepts risk for constructing the entire project for the GMP and the Contractor is responsible for assembling the team of suppliers and subcontractors.

Consultant/Contractor/Supplier/Vendor shall mean a provider of goods or services to the County Agency. These terms may be used interchangeably.

Continuing Contract shall mean a fixed term contract for professional services as defined in Section 287.055, Fla. Stat.

Contract Extension shall mean an action to change and extend a contract termination date pursuant to a provision in the original contract that increases the contract period. An extension must be in writing and may not change the contract's amount or requirements unless provided for in the original solicitation, contract, or as otherwise stated in this Ordinance.

Contract Renewal shall mean a clause in the contract that allows the contract term or period to renew for an additional time period as defined in the current contract.

Cooperative Purchasing is where a government uses a nationally or state recognized cooperative purchasing program to procure the goods and services.

County Manager shall mean the County Manager or County Administrator of Collier County or designee, as defined in the County Administration Law of 1974, Chapter 125, pt. III, Fla. Stat.

Debar shall mean to bar a person or company from participating in a procurement action because of a previous illegal or irresponsible action; may be used as a noun, debarment.

Design-Build Agreement is a delivery method for construction projects that combines the architectural, engineering, and construction services required for a project into a single contractual agreement.

Direct Material Purchase is 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. Other savings may be achieved in the Direct Material Purchase process through purchasing cards, rebates, discounts, and other cost savings measures. Also known as Direct Purchase Order.

Emergency shall mean any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to any

portion of the population or substantial damage to or loss of property; or those situations where the operation of an essential department would be seriously impaired if immediate action was not taken, as defined by Section 252.34, Fla. Stat.

Emergency procurement shall mean an expeditious purchase of commodities, services or construction to address an emergency.

Fixed-Fee Agreement/Contract shall mean a contract providing for a firm price, or a price that may be adjusted only in accordance with contract clauses providing for revisions of the contract price under stated circumstances.

Fixed-Term Contract is a type of contract in which a source of supply is established for a specific period of time for specified services or supplies; usually characterized by an estimated or definite minimum quantity to furnish commodities or contractual services during a defined period, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price.

Lease Agreement is a contract outlining the terms in which one party agrees to rent property owned by another party, which may include real estate or personal property for a specified amount of time.

Lump Sum or Specific Project Agreement is a contract where a firm fixed total price is offered by the vendor for the completion of a project; typically, this is done through a competitive process and where the final invoicing will require no cost breakdown.

Minority Business Enterprise (MBE) or any other designation assigned by the Office of Supplier Diversity shall mean a firm or individual who satisfies the registration requirements of that agency and/or satisfies the requirements outlined in Sections 287.0943(2)(e), and 295.187, Fla. Stat., and Chapter 60A-9, Florida Administrative Code.

Piggybacking is when any government entity procures a contract under a similar solicitation process that meets or exceeds the requirements of the County's solicitation process and allows for piggybacking.

Purchase Order shall mean a contract document issued by the Procurement Services Division which encumbers appropriated funds used to contract with a vendor formalizing all terms and conditions of a proposed transaction to furnish or deliver commodities or services to the County.

Purchasing Card (P-Card) shall mean a credit card officially assigned to specific employees or individuals authorized by the County Manager or designee for the purpose of making purchases for official Collier County business.

Responsible Vendor/Bidder/Proposer shall mean a vendor who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

Responsive Vendor/Bidder/Proposer shall mean a vendor who has submitted a bid or proposal that fully conforms in all material respects to the solicitation and all of its requirements, including form and substance.

Revenue Generating Agreement shall mean a contract whose primary purpose is to generate revenue or to create a business opportunity for the County.

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. Single source commodities or contractual services must be available only from contractors/vendors/consultants who are uniquely qualified.

Work Order is a contract instrument issued under the terms and conditions of an approved Continuing Contract or an Agreement, which authorizes a contractor or 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 done must fall within the scope and term of the underlying master agreement.

SECTION FIVE: Establishment of Procurement Services Division and Procurement Services Division Director.

1. There is hereby established the Collier County Procurement Services Division, which shall be a distinct division under the direction of the County Manager.

- a) The Procurement Services Division Director of the Procurement Services Division shall have the authority to negotiate all purchases for all Agencies, except as required by State, federal or local law. In keeping with Chapter 125, Fla. Stat., this Procurement Ordinance grants to the Procurement Services Division Director only those powers and duties which are administrative and ministerial in nature and does not delegate any governmental power imbued in the Board as the governing body of Collier County pursuant to Art. VIII, § 1(e), Florida Constitution. The Procurement Services Division Director may delegate to one or more Procurement Services Division employees any and all aspects of the authority vested in the Procurement Services Division Director by the County Manager. Except as otherwise specified by law, this Ordinance shall apply to every procurement under the authority of the Board and to elected or appointed officials or contractual employees (Clerk of the Circuit Court, County Attorney, Property Appraiser, Sheriff, Supervisor of Elections, Tax Collector and Collier Metropolitan Planning Organization) who choose to utilize procurement services provided by the Board.
- b) Notwithstanding any other provision of the Procurement Ordinance, the Procurement Services Division Director is authorized to issue Purchase Orders as authorized by the Board.
- c) The Procurement Services Division Director or designee shall have the authority to interpret the Procurement Ordinance and Procurement Manual(s) and may issue directives for that purpose.
- d) Authority Limitation and Delegation; Promulgation of Procedures. All authority to execute documents that is vested to the County Manager or designee is 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.

- e) Nothing in this section shall limit the Boards' right to waive any provisions contained herein when the Board shall deem it in the best interest of the County.

SECTION SIX: Duties of the Procurement Services Division.

Within the constructs of this Ordinance, the Procurement Services Division shall be responsible for:

1. Seeking Maximum Value: Acting to procure the highest quality commodities and contractual services for the County at the least expense to the County.
2. Encouraging Competition: Endeavoring to obtain as full and open competition as possible on all purchases, services and sales.
3. Procurement Analysis: Staying updated on the latest developments in purchasing, pricing, market conditions, and new products. This includes leveraging research conducted by other government agencies, national technical societies, recognized trade associations, and private organizations to ensure the County benefits from advancements in the procurement field.
4. Procurement Manual: Preparing and recommending for adoption by the County Manager or designee, a Procurement Manual for the implementation of this Procurement Ordinance. The Procurement Manual shall be maintained and published online for the benefit of the public.
5. Division Systems, Procedures and Standards: The adoption of systems, procedures, forms, standards, reporting and evaluation tools related to: (a) the effective development, negotiation and administration of County contracts, and (b) the evaluation of performance of vendors doing business with Collier County.
6. Non-Formal Contract Purchases: Reviewing non-contract purchases not exceeding \$250,000, as defined in Section Nine, to determine if an aggregated contract approach may provide value and offer pricing advantages to the County.
7. Sales Tax Exemption: Procuring items for the County to exercise its tax exemption status when eligible.
8. Establishing and administering a Direct Material Purchasing program that includes processes and procedures to encourage the implementation of such savings programs and the application of such related cost savings measures where it is in the best interest of the County. Additionally, develop and implement other tax-saving and cost-saving strategies related to purchasing and procurement.
9. Evaluate purchasing activities to enhance sourcing, reduce costs, ensure supplier compliance, and increase overall efficiency. This involves analyzing data on supplier performance, pricing, contract terms, purchasing patterns, and market trends to drive better decision-making and

strategic planning. This analysis provides opportunities for cost savings, risk mitigation, and added value in the procurement process.

10. Inquiry and Control: Full authority to:

- a) Question the quality, quantity, and kinds of items requisitioned in order that the best interests of the County are served.
- b) Ensure the timely, proper and orderly acquisition of services for various County Departments/Divisions.
- c) Ensure purchases are consistent with the Procurement Ordinance, local, state, and federal laws, and grants or other funding sources, if applicable.
- d) Determine if the Board should approve specific purchases prior to the purchase.
- e) Determine work assignment rotation schemes when multiple contracts are awarded for the same service.
- f) Question the effectiveness of contract administration being performed by the County Departments/Divisions and provide training and counseling on proper contract administration methods.
- g) Consolidate purchases of like or common commodities or services and enter into contracts to obtain maximum cost savings while preserving County Department/Division specification and needs.
- h) Review and approve or disapprove the composition of each evaluation committee.
- i) Verify funding sources and acquire an account number for each purchase before advertising a solicitation.

11. Records of Procurement activity shall be maintained in compliance with Article I, Section 24, Fla. Const. and Chapter 119, Fla. Stat., “the Florida Public Records Act.”

12. Administer the County’s Purchasing Card program.

13. Administer the County’s property disposal process through auction sales, and other means, and report that activity along with any proceeds to both the County Manager or designee, and the Board.

14. Advise the County Manager or designee of misuse, inappropriate use, or purchasing activities that are inconsistent with the purpose and intent of the Procurement Ordinance, Procurement Manual, or applicable local, state, or federal law.

15. Use of Past Performance Data: In order to promote the quality delivery of commodities and services, County Departments/Divisions shall record and consider the past performance of vendors in the awarding of contracts exceeding the formal competition threshold. This objective shall be accomplished as follows:

- a) The Procurement Services Division shall be responsible for each of the following:
 - (i) Developing, implementing, and maintaining administrative procedures, instructions and technologies necessary to collect past vendor performance data.

- (ii) Ensuring that relevant past performance data is properly gathered and considered prior to award of subsequent contracts.
- b) County Departments/Divisions shall be responsible for each of the following:
 - (i) Conducting periodic performance evaluations of vendors under contract with the County pursuant to the procedures established by the Procurement Services Division Director or designee.
 - (ii) Considering the past performance of vendors during the evaluation of bids and proposals pursuant to the procedures established by the Procurement Services Division Director or designee.

SECTION SEVEN: Ethical Standards.

1. Every employee and elected or appointed official of Collier County has the responsibility to maintain the confidence of the citizens of Collier County by conducting the procurement process in an ethical, fair and transparent manner. Collier County employees shall act in good faith to discharge their duties and avoid either the intent or appearance of unethical practices in procurement relationships, actions and communications.

2. Any attempt by Collier County employees or elected or appointed officials of Collier County to realize personal gain from the procurement process is a breach of public trust. All County employees shall govern themselves in accordance with the Standards of Conduct as set forth in applicable Collier County Government Regulations, to include the Collier County Ethics Ordinance No. 2003-53 as amended, County Manager Administrative Procedures (CMA) Code of Ethics, and the Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Fla. Stat.

3. Purchases shall not be artificially divided or split so as to qualify under the established competition thresholds of this Procurement Ordinance.

4. A consultant who participates in the drafting of a solicitation or scope or who develops a program for future implementation that gives rise to an actual conflict so as to unfairly benefit that consultant to the disadvantage of any other future firms that could competitively seek a County contract related to such program or project upon which the solicitation or scope is based, and which conflict is not otherwise curable, is not eligible to contract with the County for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with the County.

5. Collier County requires each vendor who seeks to do business with Collier County to comply with the following ethical standards:

- a) No vendor shall discuss or consult with other vendors intending to compete for the same or similar contract for the purpose of bid rigging, collusion or other activities that are illegal, unethical or limiting competition.

- b) Each vendor must certify that, to the best of their knowledge or belief, no elected/appointed official or employee of Collier County, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the goods or services specified in any submitted bid or proposal. A financial interest is defined as ownership of more than one percent (1%) of the total assets or capital stock or being an officer, director, manager, partner, proprietor, or agent of the business submitting the bid or proposal or of any subcontractor or supplier thereof providing goods or services in excess of one percent (1%) of the total bid or proposal amount. Additionally, the vendor, on company letterhead, must divulge at the time of the submittal of a bid or proposal, any relative, other than those already specified, of an elected or appointed official or employee of the County who has a financial interest, in providing the goods or services specified in the bid or proposal. The County, at its sole discretion, will determine whether a conflict exists and whether to accept or reject the bid or proposal.

- c) No vendor shall submit false information or intentionally submit misleading information to Collier County. After the advertisement of any solicitation, a “cone of silence” is in effect such that no current or prospective vendor or any person acting on their behalf, shall lobby, contact, communicate with or discuss any matter relating to the solicitation with any Collier County employee, selection committee member, advisory board member, or elected or appointed official, other than the Procurement Services Division Director or designees. Any attempt by one of the proposers to have direct or indirect communication with a selection committee member outside of a committee formal session must be avoided and reported to the Procurement Services Division.

The cone of silence shall not apply to:

- (i) Communications at any public proceeding or meeting, including pre-bid conferences, evaluation committee presentations or pre-award meetings.
 - (ii) Communications during contract negotiations between designated County employees and the intended vendor.
 - (iii) Communication with a vendor by a Procurement Services Division employee following a competitive procurement opening to clarify the vendor's response.
 - (iv) Communication following the filing of a protest to a competitive procurement between the protesting vendor or the selected vendor and the Procurement Services Division, County Manager's Office, and County Attorney's Office concerning the protest.
 - (v) Purchases exempted and waived from competitive procurement pursuant to the Procurement Ordinance.
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- d) Lobby shall mean influencing or attempting to influence action or non-action and attempting to obtain the goodwill of persons relating to the selection, ranking, or contract award in connection with any solicitation through direct or indirect oral or written communication. Any current or prospective vendor that

lobbies any Collier County employee or elected or appointed official while a solicitation is open or being recommended for award (i) may be deemed ineligible for award of that solicitation by the Procurement Services Division Director, and (ii) will be subject to Debarment Suspension as outlined in Section Twenty-Six of this Procurement Ordinance.

- e) If a vendor becomes aware of a conflict of interest, unethical behavior, or illegal activity, they must promptly notify the Procurement Services Division. Failure to comply with this section shall be deemed a violation of ethical standards subject to administrative actions and may be subject to civil, and/or criminal penalties for ethical violations as described below.
- f) Employees who violate the ethics standards described in this section shall 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.
- g) Vendors who violate the ethics standards described in this section shall be subject to debarment and suspension as provided in Section Twenty-Six of this Procurement Ordinance.
- h) Vendors doing business with Collier County shall comply with the provisions of Sections 287.133, 287.135, 287.138, 448.095, and 908.111, Fla. Stat.

SECTION EIGHT: Small Purchases Threshold.

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

SECTION NINE: Informal Competition Threshold.

- 1. Informal Competition Threshold. Unless otherwise provided by law, purchases in excess of \$10,000 but not greater than \$250,000.
- 2. Request for Quotes (RFQ). County Department/Division staff or Procurement Services Division staff shall obtain at least three (3) documented competitive quotes from responsible and responsive bidders.
 - a) Competitive quotes between \$10,000 and \$50,000 may be solicited in writing or through the County's bidding platform.

b) Competitive quotes between \$50,000 and \$250,000 shall be solicited through the County's bidding platform, unless otherwise approved by the Procurement Director or designee.

3. Any resulting awards shall be to the responsible and responsive bidder submitting the lowest or best overall quote which meets all specifications.

4. Final recommended award of any quote will be reviewed and approved by the Procurement Services Division Director or designee.

5. Only the Procurement Services Division staff may issue a qualification-based quote.

6. In the event the County has an approved contract available for utilization, County Departments/Divisions 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.

SECTION TEN: Formal Competition Threshold.

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 Professional Services (RPS) or Request for Proposals (RFP) issued by the Procurement Services Division Director or designee, and any subsequent award shall be approved by the Board.

2. Unless otherwise provided by law, the minimum advertising period for all formal competitive solicitation methods is thirty (30) 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 use additional advertising platforms or publications as is deemed necessary by the Procurement Services Division Director or designee.

SECTION ELEVEN: Procurement Methods.

It is the intent of the Board that the threshold for formal competitive solicitations set forth in Section Ten include the methods below, as administered under the supervision of the Procurement Services Division Director or designee. The Board shall award any resulting agreements or contracts except where otherwise provided for in this Procurement Ordinance or unless the Board grants an exception. Collier County's procurement methods may include, but are not limited to, the following:

1. Invitations to Bid shall be issued by the Procurement Services Division Director or designee, with public announcement, and shall be awarded to the responsive and responsible bidder submitting the lowest or best overall bid which meets all specifications. A bid is the preferred method of solicitation when price is the principal consideration. Sealed bids will be publicly opened and announced. Any resulting contract shall be the prevailing basis of award.

2. Invitation to Negotiate shall be issued by the Procurement Services Division Director or designee, with public announcement and competition. An ITN is used when it is determined beneficial to issue a written solicitation for competitive sealed replies to select one or more vendors with which to conduct negotiations.

3. Invitation for Qualifications shall be issued by the Procurement Services Division Director or designee, when it is in Collier County's best interest to limit participation in the solicitation process to those bidders, proposers or offerors who demonstrate a capability to provide the goods and services required by Collier County or when qualifications are the only criteria.

4. Request for Professional Services shall be issued by the Procurement Services Division Director or designee, to procure the following:

- a) Professional architectural, engineering, 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.
- b) An RPS may be used be in obtaining design contracts, design-build agreements, and construction manager at risk agreements pursuant to Section 255.103, Fla. Stat.. as applicable.
- c) When selecting an auditor to conduct the annual financial audit, the County shall follow Section 218.391, Fla. Stat.

5. Request for Proposals shall be issued by the Procurement Services Division Director or designee with public announcement and competition. Any resulting contract shall be awarded to the responsive and responsible proposer submitting the best proposal according to the criteria set forth in the solicitation. An RFP is the preferred method of solicitation when multiple factors are considered for the basis of award, and price may or may not be the prevailing factor.

6. Collier County shall competitively award construction contracts pursuant to Section 255.20, Fla. Stat., when applicable, in addition to the procurement methods authorized elsewhere in this Procurement Ordinance and other applicable law.

7. Consolidated Joint Purchasing. The Procurement Services Division Director or designee shall have the authority to join with other government entities and consortiums in cooperative purchasing ventures when in the best interest of Collier County. Solicitations shall be issued by the Procurement Services Division Director or designee, with public announcement and competition. Any resulting contract shall be awarded to the responsive and responsible proposer submitting the best proposal according to the criteria set forth in the solicitation.

8. A summary of the procurement thresholds and the required approval authority 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 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	P-Card, Purchase Order or Contract	County Departments/ Divisions	Procurement Division Director or designee
Formal Competition	Exceeding \$250,000	ITB, RFP, RPS, ITN, and IFQ	P-Card, Purchase Order 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 may be used instead of the method identified above, when applicable. A purchase shall not be artificially divided or split so as to qualify under any other section of this Procurement Ordinance.

SECTION TWELVE: Alternative Procurement Methods.

1. Emergency Procurements as defined in Section Four of the Procurement Ordinance may be used in the event of an unexpected and urgent need where health and safety or the conservation of public resources is at risk, or during Board absences (all efforts should be made to obtain Board approval prior to anticipated recesses), using such competition as is practical under the circumstances, as follows:

- a) Following a declaration of the existence of an emergency situation by the County, the Board or their designee may declare the existence of an Emergency Procurement condition and may suspend any or all of the provisions of this section and authorize an Emergency Procurement.
- b) The Collier County Manager or designee, on a case-by-case basis, may approve an Emergency Procurement based upon the Procurement Services Division Director's or designee's good faith review of the available sources that may timely respond to the urgent need for goods and services and the documentation of the emergency conditions related to that purchase. The emergency purchase

may be made upon written determination and approval of the Collier County Manager or designee. The Collier County Manager or designee will report all such Emergency Procurements to the Board at the next available Board meeting.

- c) This section in no way constrains the provisions of Collier County's Civil Emergency powers and authority pursuant to Chapter 252, Fla. Stat., Emergency Management.

2. Exemptions to the Competitive Process. The following categories of procurements may be eligible for exemption from the competitive process based upon the determination of the Procurement Services Division Director or designee and approval of such an exemption is in the best interest of the County. The Board shall approve the expenditures for Exemptions of Competition with a value more than the Formal Competition Threshold.

- a) Purchases from another government agency (including, but not limited to, registrations, permits, postage, goods, or services) or from a nonprofit organization authorized to do business in the State of Florida.
- b) Educational or academic programs, including educational or recreational field trip instructors, trainers, facilitators, professional advisors and speakers, and fees and costs of job-related seminars and training.
- c) Dues and memberships in trade or professional organizations, including registration fees for trade or career fairs.
- d) Subscriptions for periodicals, newspapers, books, electronic information, media, maps, pamphlets and similar material in printed or electronic form.
- e) Advertisements.
- f) Entertainment services for County-sponsored events, including artists, music ensembles (bands) and other entertainment providers.
- g) Works of art for public display.
- h) Products or services necessary to maintain existing warranties and licenses or to maintain compatibility with existing Collier County systems.
- i) Repairs based upon shop estimates for equipment that has been disassembled.
- j) Utility Services: telecommunications, water, sewer, electric, gas, or other regulated utility, communications and data transmission services subject to government rate control.
- k) Personnel services and recruitment services.

- l) Health and social services, including substance abuse and mental health treatment, medical examiner services, burials and indigent patient services, and medications for the treatment of humans or animals.
- m) Cybersecurity related items: 1. Insurance or other risk mitigation coverage acquired for the protection of information technology systems, operational technology systems, or data. 2. Critical infrastructure. 3. Cybersecurity incidents. 4. Network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such purchase information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of: data or information, whether physical or virtual; or information technology resources, which include an agency's existing or proposed information technology systems.
- n) All purchases related to the sale, lease, or other use of real property, including appraisals and title insurance, except as required by other applicable law.
- o) Direct Purchase Orders issued when it is in the best interest of Collier County. Collier County may make direct purchases of goods and services when the County can procure these items at a lower cost and/or realize a tax or delivery savings.
- p) Lobbying services.
- q) Financial Instruments: professional services required for the issuance of Collier County debt, debt service and Collier County investments related thereto, including the selection of investment bankers for Collier County's Underwriting Pool and the selection of Collier County's Financial Advisor.
- r) Services for management studies, executive analysis and related matters as directed by the Board.
- s) Goods or services purchased from grants, gifts, bequests or donations to the extent the application of this Ordinance would conflict with the requirements, conditions, or limitations attached to the grant, gift, bequest, or donation.
- t) Permits required by federal or State law.
- u) Requests for outside legal services will be consistent with both this Ordinance and the County Attorney's Ordinance (Ord. No. 2013-34), as amended. The retention of legal services from experts or consultants for purposes of preparing for or defending against imminent or pending litigation or administrative proceedings shall be exempt from all competitive requirements of this Ordinance and must first be approved by the Board. Legal services include but are not limited to retaining the services of law firms or other outside counsel for any reason, expert witnesses, court reporter services, appraisal services, trial consultants or similar persons or firms deemed by the Collier County Attorney

as necessary to address the legal needs of Collier County, together with document management and production, legal research, and information technology products and services.

- v) Where specified by general law, ordinance or Board policies, any purchase governed by explicit provisions of general law or other Collier County ordinance or Board policies (resolution) unless the solicitation indicates the applicability of this Ordinance, and this Ordinance shall apply only to the extent set out in the solicitation.

3. Waiver to the Competitive Process. Single Source procurements may be eligible for the waiver to the competitive process based upon the determination of the Procurement Services Division Director or designee that approval of such a waiver is in the best interest of the County. 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. The Board shall approve the expenditure for Waivers of Competition with a value more than the Formal Competition Threshold.

4. Cooperative Purchasing and Piggybacking. The Procurement Services Division Director or designee shall annually bring forward to the Board a list of recommended cooperatives for consideration. The Procurement Services Division Director or designee may approve purchases using these approved cooperative organizations, agreements, and contracts, with no further action required by the Board providing that funds have been budgeted for these specific purposes. The Procurement Services Division Director or designee may join other public agencies in Cooperative Purchasing organizations and/or agreements if it is determined to be in the County's best interest, and if the consortium agreement has not had prior Board approval. The use of any new cooperative agreement must be approved by the Board prior to the use of the agreement.

- a) 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.
- b) 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 governmental agency, political subdivision, or government-related association, provided that the originating entity utilized a competitive process similar to Collier County's.
 - i. The solicitation process must be substantially equivalent to the process used by the County.
 - ii. The contract must be active (not expired) and possible to be completed within the term of the underlying contract.
 - iii. The products or services needed must be specifically identified within the scope of the contract.

- iv. The vendor must agree to extend the contract terms and pricing to the County.
- v. Contracts for the professional services identified in Section 287.055, Fla. Stat., may not be piggybacked.

5. Standardization. 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. 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.

SECTION THIRTEEN: Formal Competitive Awards.

1. Competitive Procurement Bids/Proposals.
 - a) Responses to all competitive procurements must be submitted to the Procurement Services Division through the prescribed bidding platform and as instructed in the solicitation document, no later than the date and time designated therein.
 - b) All competitive procurement responses shall be opened in public at the time and place stated in the public notice with at least one witness present.
 - c) The purpose of the opening is to record the responses received and to ensure that the responses are in compliance with the basic requirements of the competitive procurement. Responses are not analyzed for quality or substance at the opening. A recording of all responses received shall be available for public inspection in accordance with Florida law.
 - d) The Procurement Services Division Director or designee shall have the authority to review all submittals in response to a County solicitation and to review these submittals for responsiveness, responsibility, price and other factors in making a determination for a recommendation of award.
2. Reserved Rights.
 - a) The Procurement Services Division Director or designee may, after opening, request additional information or clarification by the offeror.
 - b) The Procurement Services Division Director or designee may waive or accept minor irregularities and technicalities, request additional information or clarifications in a response and allow correction thereof when such actions are deemed to be in the best interest of the County and do not conflict with the basic principles of fair and open competition.

3. Rejection and Cancellations.

- a) The Procurement Services Division Director or designee shall have the authority to reject any and all responses and cancel any solicitation, including recommendation of awards, at any time through the approval of the contract by the Board.
- b) The Board also retains the authority to make a future finding, to reject any and all responses for any or no reason and waive or accept minor irregularities and technicalities, request additional information or clarifications, and allow correction thereof, when such actions are deemed to be in the best interest of the County and do not conflict with the basic principles of fair and open competition.
- c) The County shall not be responsible for any costs incurred by offerors in the case of rejection or non-award.

4. Negotiations.

- a) If none or only one responsive and responsible bid or proposal is received following any solicitation, the Procurement Services Division Director or designee reserves the right to reject all bids, proposals or offers and to negotiate with any responsible providers to secure the best terms and conditions in the sole interest of the County unless otherwise provided by law.
- b) If the lowest responsive bid exceeds the budgeted amount, and if the purchase is not funded in whole or in part with interagency grant dollars, the Procurement Services Division Director or designee may negotiate changes with the apparent lowest responsible and responsive bidder that will bring prices into budgeted limits, subject to the final approval and acceptance of the Board. If the budgeted amount includes grant funds, the Procurement Services Division Director or designee shall be authorized to conduct such negotiations, provided said actions are not prohibited by law or the grant conditions.

5. Inspection and Testing. The Procurement Services Division Director or designee shall inspect, or supervise the inspection of, or cause to be inspected, all deliveries of commodities or services, to determine their conformance with the specifications set forth in an order or contract.

- a) Inspection by County Departments/Divisions: The Procurement Services Division Director or designee shall authorize County Departments/Divisions to inspect, prior to use, all deliveries made to such County Departments/Divisions under rules and regulations which the Procurement Services Division Director or designee shall prescribe.
- b) Testing: The Procurement Services Division Director or designee shall have the authority to require chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to

determine their quality and conformance with specifications. In performing such tests, the Procurement Services Division Director or designee shall have the authority to use laboratory facilities of any Agency of the County or of any contracted outside laboratory.

6. Awards.

- a) Once a vendor has been selected in accordance with this Ordinance, the Procurement Services Division Director or designee shall prepare and post a notice of recommended award.
- b) The time period for a procurement protest, as outlined in Section Twenty-Four, shall begin upon posting of the notice of recommended award and is only applicable to solicitations resulting from Formal Competition.
- c) After the protest period in Section Twenty-Four has expired, the procurement shall be awarded with reasonable promptness. All procurements will be formalized by entering into either a contract with the awarded vendor or issuing a purchase order to the awarded vendor, unless otherwise authorized by the Board.

SECTION FOURTEEN: Unsolicited Proposals.

1. The Board incorporates by reference Section 255.065, Fla. Stat. as may be amended from time to time, which addresses the procurement of services for qualifying projects through public-private partnerships, including through an offer of an unsolicited proposal.

2. The Board shall by separate Resolution establish all application fees referenced under Section 255.065, Fla. Stat. that a private entity must pay concurrent with the submission of an unsolicited proposal. Payment shall be made by cash, cashier's check, or some other non-cancellable instrument. Personal checks shall not be accepted.

3. To the extent that the cost to evaluate an unsolicited proposal is more than the initial application fee adopted by Resolution, the County may request payment of any additional amounts required to conduct its review as provided in Section 255.065, Fla. Stat.

4. If the costs of processing, reviewing, and evaluating attorney fees, financial or technical adviser fees, or other consultant fees required to properly evaluate an unsolicited proposal exceed the base application fee, then the Procurement Services Division Director or designee is authorized to charge a supplemental fee as long as no such supplemental fee exceeds an additional \$10,000 without further authorization from the Board.

SECTION FIFTEEN: Small and Disadvantaged Minority and Women Business Enterprises.

1. Policy Statement: Collier County stands committed to providing equal opportunities to small businesses and disadvantaged business enterprises (DBEs), minority business enterprises (MBEs), and women business enterprises (WBEs), as well as to all vendors, consultants, contractors and subcontractors who seek to do business with the County. Pursuant to

this policy, Collier County encourages its vendors, consultants, contractors and subcontractors to provide qualified small businesses and DBEs with an equal opportunity to participate in the formal competition processes for the procurement of commodities and services by the County.

This policy is not intended to require or to allow partiality toward or discrimination against any small business or DBE, MBE, WBE, or any other vendor, consultant, contractor or subcontractor on the basis of gender, race or national origin, or other such factors, but rather to create an opportunity for small businesses and DBEs, MBEs, WBEs, and all qualified vendors, consultants, contractors and subcontractors to participate in the County's formal competitive processes. Nothing in this policy shall be construed to provide for or require any preference or set-aside based on gender, race, national origin, or any other such factor.

2. Implementing Measures: In an effort to implement this policy, the County may undertake the following measures:

- a) Designate the Procurement Services Division Director or designee to administer this policy.
- b) Utilize outreach programs to identify, register and educate small businesses and DBEs, MBEs and WBEs to participate in the procurement/contract process which may include:
 - i. Attending trade fairs which include representatives from these enterprises.
 - ii. Attending meetings and social events wherein these enterprises are present.
 - iii. Utilizing publications aimed at reaching these enterprises.
 - iv. Utilizing purchasing directories and other reference sources that list these enterprises.
 - v. Publicizing this policy to encourage these enterprises to participate in the County's procurement process.
 - vi. Other actions designed to identify opportunities for these enterprises who seek to provide commodities and services to the County.
- c) Maintain a list of these enterprises.
- d) Disseminate information regarding competitive opportunities with the County in order to allow qualified small businesses and DBEs, MBEs and WBEs to participate in the County's procurement process.

3. Conformity with Applicable Law: The provisions of this section shall be construed in conformity with applicable state and federal law. To the extent that state law conflicts with federal law, federal law shall supersede such state law.

SECTION SIXTEEN: Local Vendor Preference.

Except where otherwise provided by federal or state law or other funding source restrictions or as otherwise set forth in this Procurement Ordinance, purchases of commodities and services shall give preference to local businesses and establishes this Local Vendor Preference policy for formal competitive procurements pursuant to this section as follows:

1. For purposes of this section, a local vendor must satisfy each of the following requirements:

- a) A physical business address in Collier County with a County business address as listed with the Florida Department of State, Division of Corporations located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A post office box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used to establish the physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year; and
- b) A current local Business Tax Receipt (also known as an Occupational License) issued by the Collier County Tax Collector prior to bid or proposal submission.

2. A vendor must be able to demonstrate its qualification for the local preference at the time a bid or proposal is submitted, including any supporting documentation needed to verify the above requirements. Any bidder/proposer who fails to submit sufficient documentation with their bid/proposal offer shall not be granted local preference consideration for the purposes of that specific contract award.

3. Qualified local vendors will be awarded a preference as follows:
- a) For an Invitation to Bid, if an award would otherwise go to a non-local bidder, but a qualified local vendor is within ten (10) percent of the lowest non-local bid submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s), less one (1) dollar, offered by the overall lowest, responsible and responsive bidder.
 - b) In such instances, staff shall first verify if the lowest non-local bidder and the lowest local bidder are in fact responsible and responsive bidders. Next, the

Procurement Services Division shall determine if the lowest local bidder meets the requirements of Section 287.087, Fla. Stat. The Procurement Services Division shall invite the lowest local bidder to submit a matching offer, less one (1) dollar, within five (5) business days, excluding weekends and County holidays, thereafter. If the lowest local bidder submits an offer that fully matches the lowest bid, less one (1) dollar, from the lowest non-local bidder tendered previously, then award shall be made to the lowest local bidder.

- c) If the lowest local bidder declines, is unable to match the lowest non-local bid price(s), or does not meet the requirements of Section 287.087, Fla. Stat., then award will be made to the lowest overall responsible and responsive bidder.
- d) In request for proposals, qualifications or other submittals and competitive negotiation and selection and negotiation methods not otherwise exempt from this local preference section, the solicitation shall include a weighted criterion for local preference that equals ten (10) percent of the total points in the evaluation criteria published in the solicitation.
- e) Should a tie bid occur between a non-local bidder and a local bidder, the County shall award the contract to the local bidder. Should a tie bid occur between two 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.

4. The County's local vendor preference, as it relates to bidding preferences for local vendors, is not applicable to solicitations or contracts when commodities and/or services may be provided in the event of an emergency.

5. The County's local vendor preference shall not apply in any procurement if the terms of a grant or funding agreement or other prevailing law or policy prohibit the use of the local vendor preference.

6. The County's local vendor preference shall not be utilized with respect to any competitive solicitation for construction services, as defined in Section 255.072(2), Florida Statutes, or public works projects as defined in Section 255.0992(1)(b), Florida Statutes, in which any amount of the cost will be paid from state-appropriated funds at the time of the competitive solicitation, or where otherwise limited by law as provided in Section 255.0991(2).

7. Purchases of professional services as defined and subject to Section 287.055, Fla. Stat. and audit and accounting services subject to Section 218.391, Fla. Stat. shall not be subject to this local preference section.

8. Waiver of the application of local preference. The application of Local Preference to a particular purchase or contract may be waived upon approval of the Board, or as identified where exempt from the competitive process.

9. Comparison of qualifications. The preferences established herein in no way prohibit the right to compare quality of materials proposed for purchase and compare

qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the Board from giving any other preference permitted by law instead of the preferences granted herein.

10. Reciprocity. If Lee County or any other Florida county or municipality ("local government") that the Board finds appropriate grants preferences to local businesses, Collier County may establish an interlocal agreement with that local government. This agreement would allow the preferences outlined in this section to apply to vendors who possess a valid business tax license issued by that specific local government, permitting them to offer the commodities and services being procured. Additionally, these vendors must have a physical business address registered with the Florida Department of State, Division of Corporations, within the jurisdiction of that local government. In no event shall the amount of the preference accorded to other local government firms exceed the amount of preference that such local government extends to Collier County firms competing for its contracts.

11. Purview of this Local Preference Policy. This policy shall apply to all County Departments/Divisions subject to this Ordinance. For purchases under the informal competitive threshold the Procurement Services Division encourages County Departments/Divisions to include local vendors when soliciting quotations in accordance with this section.

SECTION SEVENTEEN: Purchasing Card Program.

The Procurement Services Division Director or designee shall be responsible for the overall management and operation of the County's Purchasing Card program in conformance with the P-Card Manual.

1. The purchasing card is an authorized method of payment for the purchase of goods and services. For the purpose of this Procurement Ordinance, a purchasing card is a credit card officially assigned to specific employees or individuals authorized by the County Manager or designee.

2. The use of the purchasing card does not eliminate the obligation of the County Departments/Divisions to obtain quotes, consistent with thresholds established in this Ordinance or complying with other provisions of this Procurement Ordinance.

3. The Procurement Services Division Director or designee shall be authorized to assign cards to employees for these purchases.

4. The County Manager or designee shall be responsible for establishing the limits for single transactions and monthly spending limits as set forth in the Purchasing Card Manual.

5. The Procurement Services Division Director or designee may temporarily increase the limits per card.

6. Strategic Purchases: The Procurement Services Division Director or designee may utilize (or delegate the authority to other Agency staff to utilize) a Purchasing Card to place orders that exceed the limits by the County Manager or designee, in instances where one or more of the following is true:

- a) Where the purchase is to address a valid public emergency; or
- b) Where the County will earn revenue through card program rebates; or
- c) Where a vendor is requiring the County to order by purchasing card; or
- d) If beneficial to the County in accordance with the County's policies and procedures.

7. Sales Tax Compliance: Pursuant to Section 212.08(6), Fla. Stat., County purchases transacted with vendors within the State of Florida are exempt from the State sales and use tax. In such instances, it is the responsibility of the cardholder to provide the vendor with the appropriate tax exemption information when the card is presented to the vendor. In the event that the cardholder fails to provide the vendor with the appropriate tax exemption information when the card is presented, the cardholder may be responsible for payment of the tax.

It is the position of the Board that it is not cost effective or in the public interest to require a cardholder to seek a credit for sales tax collected when the total sale does not exceed \$300. If the total sale exceeds \$300, the cardholder's Director is responsible for ensuring the tax is returned to the County for the purchase.

8. All fixed assets purchased using a purchasing card shall be properly reported to the Fixed Assets Section of the Clerk of the Circuit Court's Finance Division so that it can be properly recorded.

9. 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 this Procurement Ordinance.

SECTION EIGHTEEN: Advanced Payments for Goods and Services.

1. The procedures for the pre-payment of goods and services with County funds including, but not limited to, dues and membership, insurance, maintenance agreements, subscriptions, travel arrangements, postage, and other purchases shall be as prescribed by the Department of Financial Services through its Administrative Rules as provided for in Section 28.235, Fla. Stat. The Clerk of the Circuit Court is authorized to make advanced payments on behalf of the County for goods and services based on those established procedures, unless otherwise authorized by law.

2. The Board may review and approve requests for advanced payment above the Formal Competition threshold. The criteria for approval may include:

- a) Advance payment will result in a savings to the County.
- b) The goods or services are only available if the advance payment is made.

3. Advanced payments may be made for other goods and services up to the Formal Competition threshold, if approved in advance by both the Procurement Services Division Director or designee and the Clerk of the Circuit Court Accounts Payable.

SECTION NINETEEN: Payment of Invoices.

1. Agencies under the purview of the Board shall be in compliance with Section 218.70, Fla. Stat., otherwise known as the "Local Government Prompt Payment Act." Pursuant to this, the requirements of this section shall apply to the following transactions:

- a) The purchase of commodities and services.
- b) The purchase or lease of personal property.
- c) The lease of real property.
- d) Direct Material Purchases.
- e) Construction Services.
- f) On good cause shown, the Board shall have the authority to waive any and all irregularities with respect to the payment of invoices submitted in good faith for work ordered and performed for the County, where payment reflects the fair value of services performed or goods received.

2. The Board approves the County Manager or designee to authorize minor payment variances between the Purchase Order and invoice where warranted. The authority to pay such variances shall not exceed 5% of the Purchase Order amount or \$500, whichever is less.

3. The County Manager or designee shall establish and maintain a process to address freight and delivery charges not in compliance with FOB destination terms contained in the County General Terms and Conditions.

4. It shall be the responsibility of the County Manager or designee, in consultation with the Clerk's Finance Director and County Departments/Divisions, to establish procedures for the timely payment of all transactions as defined herein. Such procedures shall include, but are not limited to, the following:

- a) Formally defining the County's requirements for the content and submission of a proper invoice, codifying the County's payment requirements and notifying each vendor of their availability.
- b) Steps required for the receipt of all invoices and the prompt return of improper invoices.
- c) Steps required for the resolution of payment disputes between the County and a vendor.

5. Vendor Payment Dispute Resolution Process. The purpose of this section is to establish a procedure whereby payment disputes with vendors who provide goods and services to the County are resolved in a timely manner and in keeping with the Local Government Prompt Payment Act.

- a) Definitions. The definitions set forth in the Local Government Prompt Payment Act (Section 218.72, Fla. Stat.) are hereby incorporated by reference.

b) If an improper payment request or invoice is submitted by a vendor, the County shall, within ten (10) calendar days after the improper payment request or invoice is received, notify the vendor, in writing, that the payment request or invoice is improper and indicate what corrective action on the part of the vendor is needed to make the payment request or invoice proper. The County shall make payments for the purchase of goods or services other than construction services within forty-five (45) calendar days after the date specified in Section 218.73, Fla. Stat., and for the purchase of construction services as specified in Section 218.735, Fla. Stat.

c) Non-Construction Services Dispute Resolution Process.

If the parties are unable to reach resolution on the payment dispute, the County Manager or designee, shall appoint a Hearing Officer, to whom the matter will be referred to. The Hearing Officer shall have the sole and full authority to thereafter resolve the dispute. The proceedings before the Hearing Officer to resolve the dispute shall commence within forty-five (45) calendar days after the date the payment request or improper invoice was received by the County and shall be concluded with final written decision by the Hearing Officer within sixty (60) calendar days after the date the payment request or improper invoice was received by the County. These proceedings are not subject to Chapter 120, Fla. Stat., and do not constitute an administrative hearing. Rather, these proceedings are intended to be quasi-judicial, open to the public, with the written decision of the Hearing Officer being final, subject only to certiorari review. If the dispute is resolved in favor of the County, interest charges shall begin to accrue fifteen (15) calendar days after the Hearing Officer's final decision. If the dispute is resolved in favor of the vendor, interest begins to accrue as of the original date the payment became due.

i) If the County does not timely commence this dispute resolution process within the time required, a contractor may give written notice to the County of the failure to timely commence this dispute resolution procedure. If the County fails to commence this dispute resolution procedure within four (4) business days, excluding weekends and County holidays, after such notice, any amounts resolved in the vendor's favor shall bear mandatory interest, as set forth in Chapter 218, Fla. Stat. from the date the payment request or invoice containing the disputed amounts was submitted to the County. If the dispute resolution procedure does not commence within four (4) business days, excluding weekends and County holidays, after the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Contractor of its contractual obligations.

ii) In an action to recover amounts due under this part, the court shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

- iii) When good cause is shown, the Board may waive any and all irregularities with respect to the payment of invoices submitted in good faith for work ordered by and performed for the County, and where payment reflects the fair value of services performed or goods received.
- d) Construction Services Disputes Resolution Process. The disputes must be resolved in accordance with the dispute resolution process prescribed in the construction contract. If no dispute resolution process is prescribed in the construction contract, then the above Non-Construction Dispute Resolution Process shall govern.

6. Contract Claims. All actual or prospective claims arising against the County from contractors, vendors, or any other party in direct privity with the County to provide goods or services shall first be directly addressed by the parties' administrative representatives in a manner consistent with the agreement between the parties and in accordance with the County's adopted procedures, and applicable State and federal law. For any prospective or actual claims or disputes arising under any contract entered into by the County, the Procurement Services Division Director or designee must determine the facts of the dispute. All contract claims should follow the County's Vendor Payment Dispute Resolution Process outlined above.

SECTION TWENTY: Contract Administration.

1. Contract Document. Every procurement of contractual services or commodities shall be evidenced by a written document containing all provisions and conditions of the procurement. The document shall include, but not be limited to:

- a) Payments to contractors, vendors, consultants: Prior to the execution of a formal contract subject to this Procurement Ordinance, a formal payment schedule and payment terms shall be established within the agreement. Such terms and conditions shall be consistent with the requirements of all applicable laws and the formal solicitation documents.
- b) A listing of the scope of services to be performed or commodities to be purchased.
- c) A provision specifying the terms of termination by the County and where applicable, a provision specifying the terms of renewal, which may include price adjustments.
- d) Where applicable, a provision establishing the appropriate types and levels of insurance to be carried out by the vendor. The provision shall be employed in a manner consistent with minimum insurance standards approved by the Board.
- e) A provision regarding indemnification of the County.
- f) A provision requiring compliance with all applicable federal laws and Florida Statutes, including but not limited to Sections 287.133, 287.135, 287.138, 448.095, and 908.111, Fla. Stat.

A purchase order that embodies these provisions shall be sufficient documentation of the procurement. Except as otherwise provided in this Procurement Ordinance, the Procurement Services Division Director or designee shall determine the circumstances under which a Board approved purchase order (and all documents included by reference) shall serve as the contract document.

2. Contract Approval.

- a) All contracts for commodities and services exceeding Section Ten, Formal Competition Threshold, shall be authorized by the Board. Once approved, subsequent purchase orders referencing those Board approved contracts may be issued by the Procurement Services Division Director or designee.
- b) Contracts below Section Ten, Formal Competition Threshold, shall be subject to the review and approval by the Procurement Services Division Director or designee. Once approved, subsequent purchase orders may be issued by the Procurement Services Division Director or designee.

3. All contracts, including terms and conditions, shall be subject to the review and approval by the County Attorney's Office.

4. Contract Administrative Agent/Project Manager: Every procurement of services shall be administered by the requesting Agency/Departments/Divisions.

5. Change Orders and Amendments:

- a) Change orders and amendments that increase the total contract amount by \$250,000 or more above the original Board-approved amount must be approved by the Board. Any subsequent price increases, regardless of the amount, will also require Board approval.
- b) Any allowance amount approved by the Board for a particular project shall not be included in the calculation of the value of changes for the purpose of determining the applicable approval threshold. Alternatively, the Board may authorize an allowance amount for the County Manager or designee approval.
- c) 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.

6. The Procurement Services Division Director or designee shall have the authority to approve the following, without further Board approval:

- a) Change orders and amendments that increase the total contract amount by less than \$250,000 from the original Board-approved amount will be presented to the Board for ratification through the Procurement Administrative Report.
- b) All change orders and amendments for contracts that were originally executed by the Procurement Services Division Director or designee, so long as the total contract amount, including increases, does not exceed \$250,000.
- c) Zero cost changes or changes that result in a lower contract amount.
- d) Increases or decreases to Board-approved days.
- e) Direct material purchases.
- f) Notices to proceed or noncompliance and start and stop work notices.
- g) Authorization for the use of approved allowances.
- h) Reallocation of approved funds between line items.
- i) Work order(s), if the work order is equal to or below such Board approval parameters for work orders as set forth in the Board approved Continuing Contract or Agreement for services under which the work order is generated. Work orders must be in sufficient detail to audit according to the approved contract.

7. Subsection 5 and 6, shall not be applicable to continuing contracts, fixed term contracts, fixed-fee contracts, or blanket purchase orders. Such purchases shall be subject to all other provisions of this Procurement Ordinance.

8. All material changes in the scope of contracts must be approved by the Board in advance.

9. The Board has broad authority, within the limits of the law, to evaluate and approve any recommended contract amendment without requiring further competition.

10. Price Adjustments: The Procurement Services Division Director or designee shall have the authority to approve upward or downward price adjustments, subject to the following conditions:

- a) That the Procurement Services Division Director or designee has received a request from the Contract Administrative Agent/Project Manager supporting the request, verifying contractor's satisfactory performance, and availability of funds for the applicable fiscal year.

- b) That the price adjustment is identified in the solicitation document and/or resultant contract.

Price adjustments that exceed the formal competition threshold per fiscal year dollar total expenditure, unless otherwise provided, and/or price adjustments that fail to meet one or more of the conditions set forth herein will require the approval by the Board.

11. Contract Renewals: The Procurement Services Division Director or designee shall authorize and execute renewals of contracts for commodities and/or services subject to the following conditions:

- a) That the contractor has performed in a satisfactory manner, and that the Procurement Services Division Director or designee has received a request to renew from the contractor or Contract Administrative Agent/Project Manager verifying the contractor's satisfactory performance.
- b) That the Board-approved contract provided for a renewal and is renewed subject to the terms and conditions set forth in the contract. Cost and term modifications are addressed in the original solicitation document and/or resultant contract.
- c) That the renewal is done for a set period of time identified in the solicitation document and/or resultant contract, commencing at the end of the initial contract term.

Proposed contract renewals that fail to meet one or more of the conditions set forth herein will require the approval of the Board.

12. Contract Extension: Extension(s) of a Board-approved contract for commodities or non-construction services may be requested by the Contract Administrative Agent/Project Manager to the Procurement Services Division Director or designee, in writing, for a period not to exceed six (6) months (cumulatively) and shall be subject to the same terms and conditions set forth in the contract. The Procurement Services Division Director or designee shall have the authority to authorize and execute all such extensions, which must be issued prior to the expiration of the contract. Any extension(s) that exceed six (6) months (cumulatively) shall require approval by the Board.

13. Construction Agreements.

- a) Retainage. In accordance with Section 218.735(8), Fla. Stat., the Board may reduce below 5% the amount of retainage withheld from each subsequent progress payment issued to a contractor where applicable.
- b) Liquidated Damages. County Departments/Divisions shall obtain authority from the Board to waive the assessment of liquidated damages.

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

15. Contract Terminations: 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.

SECTION TWENTY-ONE: Performance and Payment Bonds.

A contractor or vendor shall provide a surety bond from a surety company to guarantee full and faithful performance of a contract obligation and the payment of labor and material expended pursuant to a contract whenever, and in such amounts, as required by statute or otherwise as deemed necessary by the Procurement Services Division Director or designee.

1. The Procurement Services Division Director or designee shall determine if a bid bond shall be required for any competitive procurement. If required, the bid bond will be five (5) percent of the amount of the bid or proposal. Unsuccessful vendors are entitled to full return of their bid bond. Upon determination by the Board, the successful vendor shall forfeit this bid bond, or a portion thereof, upon failure to enter into a contract or act on the purchase order issued within ten (10) business days, excluding weekends and County holidays, of presentation of a contract or purchase order by the County.

2. The Procurement Services Division Director or designee shall determine if payment bonds, 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 Section 255.05, Fla. Stat.

3. Payment and performance bonds shall be at least 100 percent of the contract amount, including allowance.

4. 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.

5. The vendor is required to record the payment and performance bonds and riders with the Collier County Clerk of the Circuit Court and pay all associated costs.

6. 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.

SECTION TWENTY-TWO: Unauthorized Purchases.

All purchases made shall be consistent and in compliance with the Procurement Ordinance. Violations shall be handled in the manner provided by Statute 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 and until the following actions occur:

1. If County staff authorizes work or purchases that are not in conformance with the Procurement Ordinance, Procurement Manuals, or contracts, the County Departments/Divisions must first complete an After-the-Fact Procurement form.

2. The Board shall approve After-the-Fact Procurement forms for transactions exceeding the formal competition threshold.

3. The Procurement Services Division Director or designee shall approve After-the-Fact Procurement forms for transactions below the formal competition threshold and will report those to the Board through the Procurement Administration Report.

SECTION TWENTY-THREE: Prohibition against Subdivision.

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

SECTION TWENTY-FOUR: Protest of Bid or Proposal Award.

The purpose of this section is to accommodate legitimate protests concerning formal competitive solicitations and recommended contract awards prior to award of a contract by the Board.

1. Any bidder to an ITB, ITN, RFP, IFQ or RPS who alleges to be aggrieved in connection with the solicitation or recommended award of a contract, (hereafter referred to as "the protesting party") may protest to the Procurement Services Division Director or designee, who shall serve as the sole recipient of any and all notices of intent to protest and all formal protests.

2. With respect to a protest of the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for evaluation of bids, proposals or replies, awarding contracts, reserving rights for further negotiation or modifying or amending any contract, the protesting party shall file a notice of intent to protest with the Procurement Services Division Director or designee within three (3) business days by 5:00 p.m., excluding weekends and County holidays, after the first publication, whether by posting or formal advertisement of the solicitation. Failure to file a notice of intent to protest within the time and manner prescribed by this policy shall constitute a waiver of the respondent's right to protest the solicitation. The formal written protest shall be filed within five (5) business days by 5:00 p.m. of the date the notice of intent is filed, excluding weekends and County holidays. Formal protests of the terms, conditions and specifications shall contain all of the information required for the Procurement Services Division Director or designee, to render a decision on the formal protest and determine whether postponement of the bid opening or proposal/response closing time is appropriate. The Procurement Services Division Director's or designee's decision shall be considered final and conclusive unless the protesting party files an appeal of the Procurement Services Division Director or designee's decision to the County Manager. The appeal process to the County Manager will follow the same appeal process used for a formal protest of a contract award as stated below.

3. Any bidder who desires to protest a recommended contract award shall submit a notice of intent to protest to the Procurement Services Division Director or designee within three (3) business days, excluding weekends and County holidays, from the date of the initial posting of the recommended award. Failure to file a notice of intent to protest within the time and manner prescribed by this policy shall constitute a waiver of the respondent's right to protest the recommended award.

The notice of intent to protest shall contain at a minimum:

- a) Name of the protestor;
- b) Protestor's address;
- c) E-mail address and telephone number;
- d) Name of the protestor's representative to whom notices may be sent;
- e) Project name and number of the competitive procurement; and
- f) A brief factual summary of the basis of the intended protest.

4. All formal protests with respect to a recommended contract award shall be submitted in writing to the Procurement Services Division Director or designee for a decision. All formal protests shall be submitted within five (5) business days, by 5:00 p.m., excluding weekends and County holidays, from the date that the notice of intent to protest is received by the Procurement Services Division Director or designee. The protesting party must have standing as defined by established Florida case law to maintain a protest.

The formal protest shall contain, but not be limited to, the following information:

- a) Name and address of County Agency affected and the solicitation number and title.
- b) The name and address of the protesting party.
- c) A statement of disputed issues of material fact. If there are no disputed material facts, the written letter must state that.
- d) A concise statement of the ultimate facts alleged and of any relevant rules, regulations, statutes, and constitutional provisions entitling the protesting party to relief.
- e) The protesting party's demand for the relief.
- f) Such other information as the protesting party deems to be material to the issue.
- g) As a condition of filing a formal protest to the Procurement Services Division Director or designee, the protesting party shall submit a non-refundable filing fee for the purpose of defraying the costs of administering the protest. The filing fee shall be submitted with the formal protest. Failure to pay the filing fee shall result in the denial of the protest. The filing fee may be in the form of a certified check, cashier's check, or money order made payable to Collier County, Florida or the Collier County Board of County Commissioners in an amount equal to

five (5) percent of the protestor's bid or \$10,000.00, whichever is less; provided, however, if no value is attached then the bond will be \$10,000.00.

The formal protest shall contain all arguments, facts or data supporting and advancing the protestor's position. Under no circumstances shall the protestor have the right to amend, supplement or modify its formal protest after the filing thereof. Nothing herein shall preclude the County's authority to request additional information from the protesting party or other bidders or proposers in conjunction with the review and rendering of decisions on the protest, including any subsequent appeal.

5. In the event of a timely protest of contract award consistent with the requirements of this section, the Procurement Services Division Director or designee shall not proceed further with the award of the contract until all appropriate administrative remedies as delineated under this section have been exhausted or until the Board makes a determination on the record that the award of a contract without delay is in the best interests of the County. Nothing herein prevents the Procurement Services Division Director or designee from rejecting all submissions to the solicitation any time prior to award. During this process, the protesting party shall limit their and the Procurement Services Division Director or designee communications with the County to the Office of the County Attorney, and neither the protesting party, their agents or their representatives shall have any private contact or discussions with individual County Commissioners, the County Manager, other County employees, or any independent hearing officer (where applicable) regarding the protest except such communications as may be required or permitted during a hearing, if applicable, or a meeting of the County Commission wherein the solicitation or award is to be considered.

6. The Procurement Services Division Director or designee shall review the merits of each timely protest and in consultation with the appropriate County staff, issue a decision stating the reasons for the decision and the protesting party's rights of appeal under this section. The decision shall be in writing and mailed or otherwise furnished to the protesting party. The decision of the Procurement Services Division Director or designee shall be final and conclusive unless the protesting party delivers a subsequent written notice of appeal to the County Manager within three (3) business days, by 5:00 p.m., excluding weekends and County holidays from the date of receipt of the decision. In filing a written objection to the Procurement Services Division Director's or designee's decision, the protestor shall not introduce new arguments or alter in any other way their protest submission. An appeal of the Procurement Services Division Director's or designee's decision shall be limited to a review of the grounds set forth in the formal protest, and no new grounds or arguments will be introduced or considered.

7. The protester may appeal the decision of the Procurement Services Division Director or designee to the County Manager by filing a written appeal with the County Manager's Office within three (3) business days, by 5:00 p.m., excluding weekends and County holidays from the date of receipt of the decision. The appeal must be in writing and must include a full explanation of the basis of disagreement with the decision rendered by the Procurement Services Division Director or designee as well as the relief sought. The County Manager shall determine whether to appoint an independent Hearing Officer to review the formal protest and the Procurement Services Director's or designee's decision. If the County Manager appoints a Hearing Officer, the Hearing Officer's review shall be limited to the grounds set forth in the formal protest. The protesting party shall have the burden of proof. The Hearing Officer shall consider the formal protest, the Procurement Services Director's or designee's decision, and supporting documents and

evidence presented at the hearing. In any hearing, irrelevant, immaterial or unduly repetitious evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in a trial in the courts of Florida. The Hearing Officer may grant the motion of any person having standing under Florida law to intervene in the proceedings. Persons or parties shall have the right to be represented by counsel in the proceedings, to call witnesses, and present evidence; provided, however, that the Hearing Officer shall not have the right to compel attendance of witnesses or to permit or compel any discovery.

The Hearing Officer will have a maximum of sixty (60) calendar days to schedule and conduct a hearing into the matter and issue a recommended finding of fact and an opinion in writing to the County Manager or designee for submission to the Board. Should the Hearing Officer find in favor of the County, the protesting party shall pay, in full, the costs of the Hearing Officer. If the Hearing Officer's recommended decision is in favor of the protesting party, then the County will assume this cost.

The County Manager's discretion as to whether to appoint a Hearing Officer shall in no way afford the protestor the right to demand such an appointment or hearing. The decision of a Hearing Officer on a protesting party's appeal shall be submitted to the Board for its consideration as part of a final award decision. Nothing herein shall be construed as creating a right of judicial review of the Hearing Officer's decision, nor shall such decision be binding upon the Board. Additionally, nothing herein shall be construed as limiting the Board's right to reject any and all bids or proposals.

Decisions of the Procurement Services Director or designee and Hearing Officer (where applicable) will be provided to the protestor prior to the award recommendation being presented to the Board. Neither the County Manager's decision nor the Hearing Officer's recommended decision shall be construed as an award recommendation triggering additional rights of protest pursuant to this policy. Notwithstanding anything set forth herein to the contrary, the Board shall retain the authority to make the final award decision. The County Manager shall issue his/her decision on the appeal within thirty (30) calendar days of receipt of the appeal or receipt of an appointed Hearing Officer's recommended findings, whichever is later.

8. The decision of the County Manager may be appealed to the Board of County Commissioners by the filing of a written appeal with the Board Chair within three (3) calendar days of issuance of the County Manager's decision. The Board shall overturn the selection if the protester proves by clear and convincing evidence that the selection did not comply in material respects with the requirements contained in the competitive procurement documents, with this Section, or with applicable law.

9. Failure by a protestor to comply with the timelines and requirements set forth herein shall result in an immediate invalidation and termination of the protest and a waiver of the right to seek further redress or to appeal the alleged adverse action in a court of law.

10. Nothing herein relinquishes the County's rights to waive minor irregularities. Further, nothing herein shall grant any rights to the unsuccessful protestor.

11. Notwithstanding anything set forth herein to the contrary, the Board shall retain the authority to make the final award decision.

SECTION TWENTY-FIVE: Conflict of Interest.

The procurement of goods and services shall comply with all applicable state, local and federal laws concerning ethics and conflict of interest.

SECTION TWENTY-SIX: Debarment and Suspension.

The County Manager may suspend and/or debar vendors, contractors, consultants and other interested and affected persons from active participation in obtaining County contracts upon approval of the Board. The purpose of any such action shall be to protect the County's interests and maintain the integrity of the public contracting and purchasing process. Selecting highly qualified contractors that engage in ethical and responsible business practices protects the public and supports the procurement process. The debarment and suspension processes shall be considered to be separate from and in addition to the award evaluation and vendor performance evaluation processes authorized elsewhere in this Procurement Ordinance. The debarment and appeals process shall not stay Collier County's solicitation, negotiation, or contract award processes.

1. Suspension. Refers to action taken by the County Manager to temporarily disqualify a contractor from County contracting or County approved subcontracting pending action of the Board. The Procurement Services Division Director or designee shall recommend to the County Manager the suspension of a contractor, subcontractor or person from consideration for award of contracts if there appears to be a reasonable basis for debarment as set forth herein. If a suspension precedes a debarment, the suspension period shall be considered in determining the debarment period. The suspension period shall not exceed six (6) months or until the conditions have been rectified or resolved to the County's satisfaction, without the approval of the Board. The prospective causes for suspension include one or more of the following:

- a) Failure to fully comply with the condition, specifications, or terms of a bid, proposal or contract with the County.
- b) The Procurement Services Division has formally disqualified or declared a contractor's bid, quotation, or proposal non-responsive, based on the Contractor's fraud or misrepresentation.
- c) The Contractor is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, subcontract, or in the performance of such contract or subcontract. If charges are dismissed or the contractor is found not guilty, the suspension shall be lifted automatically upon proof of final court disposition by the contractor to County.
- d) The contractor becomes insolvent, has proceedings in bankruptcy instituted against it, or has a receiver or trustee appointed over its property.
- e) The contractor is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects

responsibility as a County government contractor. If charges are dismissed or the contractor is found not guilty, the suspension shall be lifted automatically upon proof of final court disposition provided by the contractor to County.

- f) Contractor violates the ethical standards set forth in local, state or federal law.
- g) Contractor commission of any act or omission to perform any act which is grounds for debarment.
- h) Any other cause the Procurement Services Division Director or designee determines to be serious and compelling as to materially and adversely affect responsibility of a business as a County government contractor, including but not limited to suspension by another governmental entity for substantial cause.

2. Debarment. Means action taken by the County to exclude a contractor from County contracting and County-approved subcontracting for a reasonable specified period as provided herein. The prospective causes for debarment include one or more of the following:

- a) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
- b) Conviction under state or federal law of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a contractor.
- c) Conviction under state or federal antitrust laws arising out of the submission of bids, proposals or other competitive offers.
- d) Violation(s) of County contract(s) provisions, which is (are) deemed to be serious and to warrant debarment. including the failure, without good cause, to perform in accordance with the terms, conditions, specifications, scope, schedule or any other provisions of the contract(s).
- e) Refusal to provide bonds, insurance or other required coverage and certifications thereof within a reasonable time period.
- f) Refusal to accept a purchase order, agreement or contract, or perform accordingly provided such order was issued timely and in conformance with the solicitation and offer received.
- g) Presence of principals or corporate officers in the business of concern, who were principals within another business at the time when the other business was suspended or debarred within the last three (3) years under the provisions of this section.
- h) Violation of the ethical standards set forth under applicable state or county laws.

- i) Debarment of the contractor by another public agency.
- j) Submitting false invoices or invoices that mislead, misrepresent the true costs incurred or falsely identify either a source of material or a provider of a service.
- k) Any other cause deemed to be so serious and compelling as to materially affect the qualifications or integrity of the contractor.

3. Scope of suspension or debarment. The following shall be the scope of suspension or debarment under this section:

- a) The fraudulent, criminal, or other seriously improper conduct of any officer, director, shareholder, partner, agent, employee, or other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval, or acquiescence. The contractor's acceptance of the benefits derived from the conduct may be evidence of such knowledge, approval, or acquiescence.
- b) The fraudulent, criminal, or other seriously improper conduct of a contractor may be imputed to any officer, director, shareholder, partner, employee, or other individual associated with the contractor who participated in, knew of, or had reason to know of the contractor's conduct.
- c) The fraudulent, criminal, or other seriously improper conduct of any subcontractor associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the subcontractor's performance of duties for or on behalf of the contractor, and the contractor has knowledge of, approved of, or acquiesced in this conduct. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.
- d) The fraudulent, criminal, or other seriously improper conduct of one contractor participating in a joint venture or similar arrangement may be imputed to other participating contractors if the conduct occurred for or on behalf of the joint venture or similar arrangement, or with the knowledge, approval, or acquiescence of these contractors. Acceptance of the benefits derived from the conduct may be evidence of such knowledge, approval, or acquiescence.

4. Effects of suspension and debarment. Suspended or debarred contractors are excluded from receiving contracts, and County Departments/Divisions shall not solicit offers from, award contracts to, or consent to subcontract with the vendor. Such contractors are also excluded from conducting business with the County as agents, representatives, subcontractors, or partners of other vendors. n

5. Suspension or debarment procedures. The following procedures shall be used for the suspension or debarment of a contractor:

- a) The County Department/Division shall promptly investigate and prepare a written report concerning a contractor's proposed suspension or debarment, which shall be forwarded to the Procurement Services Division Director or designee.
- b) Within a reasonable amount of time of the Department's/Division's request, the Procurement Services Division Director or designee, after examining such reports, shall make a determination as to whether there is sufficient cause to suspend or debar the contractor. If the Procurement Services Division Director or designee finds sufficient cause, he/she shall issue a preliminary notice of suspension of debarment for a maximum period of up to six (6) months. The Procurement Services Division Director or designee shall notify the subject contractor by certified mail, return receipt requested, or personal service that:
 - i. Suspension or debarment has been imposed effective upon the receipt of notice;
 - ii. This notice contains the reasons and causes for the suspension or debarment in terms which are sufficient to put the contractor on notice of the conduct upon which it is based;
 - iii. If requested by the contractor within twenty-one (21) calendar days after the date of receipt of such notification by the contractor, the Procurement Services Division Director or designee shall refer the matter to the Hearing Officer, and a hearing to contest the suspension or debarment will be conducted before the Hearing Officer at a date and time not more than ten (10) calendar days after the receipt of such a request. The notice shall advise the contractor that it may be represented by an attorney, may present evidence, verbal testimony, and may cross examine testimony; and
 - iv. Such suspension or debarment action may only be stayed after petition by the vendor to the Board.
- c) The preliminary suspension or debarment notice shall become final and conclusive unless the suspended or debarred vendor timely requests a hearing before the Hearing Officer. If a hearing is not requested, the Procurement Services Division Director or designee decision shall then be presented for action at the next Board meeting with a recommendation relating to the period of suspension or debarment imposed upon the contractor.
- d) The Hearing Officer shall be the sole trier of fact and shall ensure that the proceeding affords due process and fairness to the contractor. In actions based upon a conviction of judgment, or in which there is not genuine dispute over material facts, the Hearing Officer shall make a decision on the basis of all the undisputed, material information in the administrative record, including any undisputed, material submission by the contractor. Where actions are disputed evidence, the Hearing Officer shall decide what weight to attach to the evidence of the record, judge the credibility of witnesses, and base his/her decision on the

preponderance of the evidence. The Hearing Officer's decision shall be made and shall be provided upon conclusion of the parties' arguments and evidence.

- e) Hearsay evidence shall be admissible at the hearing but shall not be the sole basis for initiating a suspension or debarment procedure nor the sole basis of any determination by the Hearing Officer of the suspension or debarment by contractor. The hearing shall be audio recorded.
- f) A written decision and recommendation thereafter shall be filed within five (5) business days, excluding weekends and County holidays, with the County Manager which shall include the Hearing Officer's factual findings, conclusions of law, and shall include either a recommended specific term of suspension or debarment to be imposed by the Board or a recommended dismissal of the preliminary notice of suspension or debarment.
- g) The County Manager shall present the Hearing Officer's decision to the Board at the next Board meeting. The matter shall be resolved by the Board on the basis of the record before the Hearing Officer and no evidence or issue which was not presented or raised at such hearing shall be considered. Presentations to the Board by parties shall be limited to thirty (30) minutes per side. The foregoing limitation shall be inclusive of all speakers addressing the Board on behalf of each side. At the conclusion of the testimony, the Board shall by majority vote accept or reject the decision and recommendation of the Hearing Officer. The Board may also, in its discretion, refer the matter back to the Hearing Officer for additional proceedings. An appeal of the decision of the Board, which is filed within thirty (30) business days, excluding weekends and County holidays, of its receipt by the contractor, shall be subject to review by the appellate division of the circuit court. A suspended or debarred contractor also may seek a stay of the Board's decision in circuit court.
- h) The period of suspension or debarment imposed upon a contractor shall be within the sole discretion of the Board. Suspension or debarment shall be for a period commensurate with the seriousness of the cause, and where applicable, within the guidelines at a minimum of six (6) months and not to exceed a period of five (5) years taking into consideration any mitigating or aggravating circumstances.

6. After imposition of such suspension or debarment, the Board, in its discretion, may reduce or may vacate such suspension or debarment, upon the contractor's written request, for reasons such as:

- a) Newly discovered material evidence;
- b) Reversal of the conviction or civil judgment upon which the debarment was based;
- c) Bona fide change in ownership or management;
- d) Elimination of other causes for which the suspension or debarment was imposed;
or
- e) Other reasons the Board deems appropriate.

The contractor's written request shall contain the reasons for requesting a reduction in the suspension or debarment period. The Procurement Services Division Director or designee with the assistance of the affected department, shall have thirty (30) business days, excluding weekends and County holidays, from receipt of such request to submit a written response thereto. The decision of the Board regarding a request made under this subsection is final and not appealable.

SECTION TWENTY-SEVEN: Waiver of Ordinance.

The Board shall have the authority to waive any and all Procurement Ordinance provisions within lawful guidelines and upon formal Board action.

SECTION TWENTY-EIGHT: Conflict and Severability.

In the event this Ordinance conflicts with any other ordinance of Collier County or other applicable law, the more restrictive shall apply. If any phrase or portion of the Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION TWENTY-NINE: Repeal of Ordinance No. 13-69, as amended.

Ordinance Nos. 13-69, 15-37, 15-51, 16-11, 16-19, 17-08, 18-38, 20-28, and all amendments thereto, are hereby repealed in their entirety and superseded by this Ordinance.

SECTION THIRTY: Inclusion in the Code of Laws and Ordinances.

The provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of Collier County, Florida. The sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," or any other appropriate word.

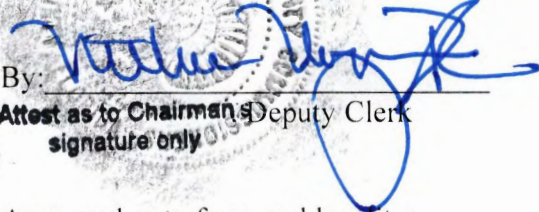
SECTION THIRTY-ONE: Effective Date.

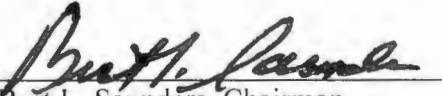
This Ordinance shall be effective upon filing with the Department of State.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Collier County, Florida, this 26th day of August, 2025.

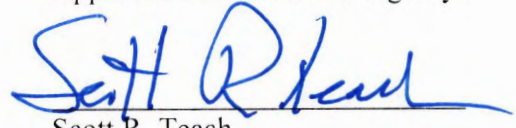
ATTEST:
Crystal K. Kinzel, Clerk of Courts
& Comptroller

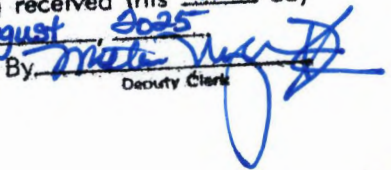
BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: 
Attest as to Chairman's Deputy Clerk
signature only

By: 
Burt L. Saunders, Chairman

Approved as to form and legality:


Scott R. Teach
Deputy County Attorney

This ordinance filed with the
Secretary of State's Office the
28th day of August, 2025
and acknowledgement of that
filing received this 29th day
of August, 2025
By: 
Deputy Clerk





FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

August 29, 2025

Crystal K. Kinzel
Clerk of Court
Collier County
3329 Tamiami Trail E, Suite #401
Naples, FL 34112

Dear Crystal Kinzel,

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Collier County Ordinance No. 2025-34, which was filed in this office on August 28, 2025.

Sincerely,

Alexandra Leijon
Administrative Code and Register Director

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