

**CHILDREN’S TRUST OF ALACHUA COUNTY**

**RESOLUTION 2020-12**

**CHAPTER 6: PROCUREMENT POLICIES**

**WHEREAS**, the Children’s Trust of Alachua County (CTAC) desires to establish the legal authority of the procurement function within the Trust; and

**WHEREAS**, the CTAC desires to have uniform procurement policies throughout the Trust; and

**WHEREAS**, the CTAC desires to ensure the fair and equitable treatment of everyone who deals with the procurements system; and

**WHEREAS**, the CTAC desires to provide for increased efficiency, economy, and flexibility in public procurement activities and maximize to the fullest extent the purchasing power of the entity; and

**WHEREAS**, the CTAC desires to foster effective broad-based competition from all segments of the supplier community; and

**WHEREAS**, the CTAC desires to safeguard the integrity of the procurement system and protect against corruption, waste, fraud, and abuse; and

**WHEREAS**, the CTAC desires to ensure appropriate public access to contracting information; and

**WHEREAS**, the CTAC desires to foster equal employment opportunities that are in line with legal requirements, in the policies and practices of suppliers and subcontractors wishing to do business with the Trust; and

**WHEREAS**, the Children’s Trust of Alachua County desires to adopt the following with the applicable attachments provided herein;

**NOW THEREFORE**, be it ordained by the Board of the Children’s Trust of Alachua County, in the State of Florida, as follows:

**SECTION 1: ADOPTION** The Employee Handbook attached hereto as Exhibit “A” is hereby adopted in its entirety as provided in Exhibit “A” and incorporated herein by this reference.

**SECTION 2: EFFECTIVE DATE** This Ordinance shall be in full force and effect from 10.1.2020 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CHILDREN’S TRUST OF ALACHUA COUNTY BOARD; this 31<sup>st</sup> day of August, 2020.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Lee Pinkoson	<u>✓</u>	_____	_____	_____
Dr. Maggie Labarta	<u>✓</u>	_____	_____	_____
Tina Certain	<u>✓</u>	_____	_____	_____
Karen Clarke	_____	_____	<u>✓</u>	_____
Dr. Karen-Cole Smith	<u>✓</u>	_____	_____	_____

Ken Cornell	<u>✓</u>	_____	_____	_____
Dr. Nancy Hardt	<u>✓</u>	_____	_____	_____
Dr. Patricia Snyder	<u>✓</u>	_____	_____	_____
Cheryl Twombly	<u>✓</u>	_____	_____	_____
Susanne Wilson Bullard	<u>✓</u>	_____	_____	_____

Presiding Officer

Attest

Lee Pinkoson  
 X Lee Pinkoson (Sep 2, 2020 22:03 EDT)  
 Lee Pinkoson  
 Chairman

Tina Certain  
 X Tina Certain (Sep 3, 2020 12:05 EDT)  
 Tina Certain  
 Treasurer

**EXHIBIT "A"**

### 6.10 Purpose

This chapter shall be construed and applied to promote the following purposes and policies:

- A. Establish the legal authority of the procurement function within the Trust.
- B. Enable uniform procurement policies throughout the Trust.
- C. Ensure the fair and equitable treatment of everyone who deals with the procurements system.
- D. Provide for increased efficiency, economy, and flexibility in public procurement activities and maximize to the fullest extent the purchasing power of the entity.
- E. Foster effective broad-based competition from all segments of the supplier community.
- F. Safeguard the integrity of the procurement system and protect against corruption, waste, fraud, and abuse
- G. Ensure appropriate public access to contracting information.
- H. Foster equal employment opportunities that are in line with legal requirements, in the policies and practices of suppliers and subcontractors wishing to do business with the Trust.

### 6.20 Definition

**Best Value Procurement** means a method that emphasizes value over Price. It recognizes that the best value may not be the lowest cost. It may be an assessment of the return that can be achieved based on the total life cycle cost of the item; may include an analysis of the functionality of the item; may use cost-benefit analysis to define the best combinations of quality, Services, time, and cost considerations over the useful life of the acquired item.

**Bidder** or **Offer** means one who submits a response to an Invitation to Bid or one who makes an offer in response to a Solicitation.

**Board** means the Children's Trust of Alachua County.

**Budget Amendment** is a mechanism for changing the planned expenditures of a contract for direct community services.

**Business** or **Agency** means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

**Business Day** means any day in which normal County Business operations are conducted. This is considered to be Monday through Friday from 8:30 am to 5 pm local time, and excludes weekends and County observed holidays.

**Commodity** means something useful that can be turned to commercial advantage; something that can be processed and resold.

**Contract** means all types of County agreements, regardless of what they may called, including Purchase Orders, for the Procurement or disposal of Supplies or Services or Direct Community Services.

**Contract Amendment** means any written alteration in scope, Specifications, Delivery point, rate of Delivery, period of performance, Price, quantity, or other provisions of any Contract. To be effective, Contact Amendments must be executed by all parties to the Contract.

**Contractor or Provider** means any individual, Business or legal entity having a Contract with the Trust.

**Trust** means the Children’s Trust of Alachua County, and Persons duly authorized to act on behalf of the Board.

**Delivery** means the physical transfer of possession from one Person to another, as from a carrier, vendor, or Contractor to the purchaser.

**Designee** means a duly authorized representative.

**Direct Community Services** means programs such as early learning, after-school, summer and other direct services offered to children and families in Alachua County.

**Electronic** means electrical, digital, magnetic, optical, electromagnetic, or any other similar technology.

**Emergency Purchase** means any purchase which is necessary due to unforeseen circumstances and that can negatively impact the operation of the Trust, or a purchase needed for a public safety emergency or where delay of a purchase subjects the Trust to additional costs or hardship.

**Employee** means an individual drawing a salary from the Trust, whether elected or not, and any non-compensated individual performing personal Services.

**Governmental Body** means any department, commission, council, board, bureau, committee, institution, legislative body, agency, Government Corporation, or other establishment or official of the executive, legislative, or judicial branch of the County.

**May** denotes the permissive.

**Invitation to Negotiate** means written competitive procurement document intended to determine the best method for achieving a specific goal or solving a particular problem recognized by The Trust. An ITN allows The Trust flexibility to identify one or more responsive vendors with which The Children's Trust may negotiate to receive the best value, as defined. An ITN might be the most appropriate procurement tool to use when The Trust:

- Requires nonstandard or customized products; or
- Requires an emphasis on new technology or methodologies and a range of options are possible; or
- Requires re-engineering of a process; or
- Ascertains that limited availability of competition exists; or
- Ascertains that the desired services may not be of best value when provided by only one vendor, but rather, best value may be obtained by combining the strengths of multiple vendors.

**Person** means any Business, individual, union, committee, club, other organization, or group of individuals.

**Price** means the sum or amount of money or its equivalent for which anything is bought, sold or offered for sale.

**Procedure** means the detailed series of related activities that must be completed, in the order in which they must be done, to accomplish a given task.

**Procurement** means buying, purchasing, renting, leasing, or otherwise acquiring any Supplies, Services, or Construction. It also includes all functions that pertain to the obtaining of any Supplies, Services, or Direct Community Services, including description of requirements, selection and Solicitation of sources, preparation and award of Contract, and all phases of Contract administration.

**Procurement Card Program** is a program allows for Trust-owned credit cards to be issued to Employees and allows for an efficient, cost-effective method of purchasing or paying for small-dollar items as well as high-volume purchases.

**Professional Services** means Services rendered by members of a recognized profession or possessing a special skill. Such Services are generally acquired to obtain information, advice, training or direct assistance.

**Public Notice** means the distribution or dissemination of information using methods that are described in Procedures or as otherwise required by law. Such methods may often include publication in newspapers of general circulation, posting in public areas, Electronic or paper mailing lists, and web site(s) designated by the Trust and maintained for that purpose.

**Purchase Order** means that document to a vendor formalizing all of the terms and conditions for a specified need, and may include, but not be limited to, the technical description of the requested item, scope, Price, Delivery schedule, transportation, criteria for evaluation, suggested sources of supply, and information supplied for the making of any written determination required by this Code. Purchase Orders may be amended by Change Orders.

**Requisition** means a written request used within an organization to initiate the purchase of certain goods and services.

**Regulation** means a statement by the Children's Trust of Alachua County having general or particular applicability and future effect, designed to implement, interpret, or prescribe law or policy, or practice.

**Responsible Bidder or Offeror** means a Bidder or Offeror who has the capability, in all respects, to perform fully the Contract requirements, and the experience, integrity, perseverance and reliability, capacity, facilities, equipment and credit which will assure good faith performance. Responsive Bidder or Offeror means a Bidder or Offeror who submitted a bid, proposal or quote which conforms in all material respects to the Solicitation document.

**Request for Proposals** means written competitive solicitation used when the purposes and uses for which the commodity, group of commodities, or contractual service being sought can be specifically defined and the necessary deliverables are identified. Criteria that will be used for evaluation of proposals shall include factors other than price, such as experience and qualifications that are critical to obtain the best overall value for services specified in the scope of work. All terms can be negotiated, including price prior to contract award.

**Requests for Qualifications** means a qualification-based selection, used for highly complex projects, to identify the highest qualified agency(s), according to the evaluation criteria, for a specific scope of work. Unlike a bid or an RFP the level of detail provided in the scope of work is not prescriptive. Instead, it provides a set of guidelines or expectations of the firm that will ultimately perform the services

**Services** means the furnishing of labor, time, or effort by a Contractor, rather than furnishing Supplies or Construction.

**Shall** denotes a requirement.

**Signature** means a manual or Electronic identifier, in accordance with Florida Statutes, or the Electronic result of an authentication technique attached to or logically associated with a record that is intended by the Person using it to have the same force and effect as a manual Signature.

**Small Provider Agencies** means an independently owned and operated Provider currently performing Direct Community Services, headquartered in the Small Business Enterprise Zone, having with revenues less than (insert value) and serving less than (insert number) clients.

**Solicitation** means an Invitation to Bid, a Request for Proposal, telephone calls or any means used to obtain bids, Proposals or quotes for the purpose of entering into a Contract or Purchase Order.

**Specification** means a precise description of the physical or functional characteristics of a Supply Service, or Construction item of what the purchaser seeks to buy from a Responsible and Responsive Bidder or Offeror. May be referred to as Scope of Work, Scope of Services, Scope, or Statement of Work (SOW).

**Subcontractor** means any business or entity employed to perform part of a contractual obligation under the control of the principal Contractor.

**Supplier** means the Person or Business actually providing the Supply, Service or Construction required by the contract.

**Supplies** means all property, including but not limited to goods, equipment, materials, printing, insurance, and leases of personal property, excluding real property.



**Vendor** means a supplier or seller of Supplies, Services, and Construction.

**Written or In-Writing** means the product of any method of forming characters on paper, other materials, or viewable screens, which can be read, retrieved, and reproduced, including information that is Electronically transmitted and stored.

### **6.30 Authority**

#### **A. Purchasing Authority**

1. The Executive Director shall serve as the central purchasing officer of the Trust.
2. The Executive Director may prescribe and maintain operational procedures governing the internal functions of the Trust.
3. Except as otherwise specifically provided in this Policy, the Executive Director or designee, shall:
  1. Purchase or supervise the purchasing of all supplies, services, materials, equipment, and direct community services needed by the Trust, and
  2. May sell, trade, or otherwise dispose of surplus supplies belonging to the Trust.
4. Subject to regulations adopted by the Trust, the Executive Director may delegate authority to designee(s).

#### **B. Signature Authority**

1. The Executive Director is authorized to co-sign checks. All such expenditures must be expended from the designated budget source and have gone through the Trust-approved procurement process outlined in this Policy.
2. The Executive Director shall be able to enter into contracts and expend funds as authorized in the budget. This authority shall be capped at \$50,000.
3. The Executive Director may enter into contracts within his signature authority without prior approval from the Trust in accordance with the Trust-approved procurement process outlined in this Policy.
4. The Executive Director is authorized to execute all contracts for services which have been approved by the Trust once approved as to form by Counsel
5. Annual budget, budget appropriations, and budget amendments are reserved to the Trust.

6. All checks for expenditures or contracts which have not been expressly approved by the Trust shall be reported to the Trust on a monthly basis. The report may be under the consent agenda subject to being removed for further discussion.
7. This does not authorize the Executive Director to enter into any transaction involving real estate, unless the transaction has been expressly approved by the Trust.

**C. Authorization for the Use of Electronic Transmissions**

The use of Electronic media, including acceptance of Electronic Signatures, is authorized by this Policy provided said use is consistent with the requirements of the Florida Statutes and Regulations for use of such media. All approved media shall provide for:

1. Appropriate security to prevent unauthorized access to the bidding, approval, and award processes; and
2. Accurate retrieval or conversion of Electronic forms of such information into a medium which permits inspection and copying.

**6.40 Requisitions**

The purchase of goods and services and direct community services requires a purchase requisition that must be approved by the Executive Director or designee prior to issuing a purchase order. Trust staff must approve/disapprove purchase requisitions based upon adherence to the policies set forth in this section, and forward the requisition, with all supporting documentation, to the Executive Director or designee for approval.

**6.50 Source Selection**

**A. Informal Bids.** The informal bidding process applies to all goods and services, except for the purchases of Direct Community Services. The following procedure shall govern in all purchases up to and including \$50,000.00.

1. In the case of purchases of a value not greater than \$5,000 the Executive Director, or designee, shall be authorized to make such purchases on the basis of one telephone or written quotation.
2. In the case of purchases of a value greater than \$5,000 but less than \$25,000 the Executive Director, or designee, shall be authorized to make such purchases on the basis of two telephone or written quotations.
3. In the case of purchases of a value greater than \$25,000, but not more than \$50,000.00, the Executive Director, or designee shall be authorized to make such purchases on the basis of three written quotations, whenever possible. If three quotes are not possible, the requisition shall include documentation as to why three quotes were not able to be obtained.

4. Splitting a transaction into smaller dollar amounts, delaying, staggering purchases, and using multiple staff members to purchase the same or related items to avoid the competitive bid process are serious policy violations. Employees responsible for violating transaction(s) may be subject to disciplinary action up to and including termination.

**B. Competitive Sealed Bids.**

1. When required. All contracts for purchases in excess of \$50,000.00 shall be awarded on the basis sealed competitive bidding except as otherwise provided in this policy.
2. Invitation to bid—Generally. An invitation to bid shall be issued and shall include bid specifications and all contractual terms and conditions applicable to the procurement.
3. Notice. Adequate public notice of the invitation to bid shall be given a reasonable time prior to the date set forth therein for the opening of bids. Such notice shall involve publication in a newspaper of general circulation a reasonable time prior to bid opening.
4. Opening bids. Bids shall be opened at a noticed public meeting in the presence of the Clerk of the Trust, a representative from the Trust, and one or more witnesses at the time and place designated in the invitation to bid. The amount of each bid, and such other relevant information as may be specified by regulation, together with the name of each bidder, shall be recorded; the record and each bid shall be open to public inspection.
5. Evaluation of bids. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Code. Bids shall be evaluated based on the requirements set forth in the invitation to bid, which may involve criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs. No criteria may be used in bid evaluation that are not set forth in the invitation to bid.
6. Bid award. Bids will be awarded to the lowest responsive and responsible bidder.
7. In the evaluation of the bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given first to

businesses enterprises headquartered in Alachua County, and secondly, businesses certifying as a drug-free workplace.

### **C. Competitive Sealed Proposals**

1. **Conditions for use.** When the Trust determines that the use of competitive sealed bidding is either not practicable or not advantageous to the Trust, a contract for materials, supplies, services, construction, and equipment may be entered into by the use of competitive sealed proposals. Except as otherwise stated in this policy, contracts for Direct Community Services shall be entered into by the use of a competitive sealed proposal. Some of the considerations as to where this method may be utilized include, but are not limited to, the following:
  - a. Whether or not to utilize a fixed-price or cost-type contract under the circumstances.
  - b. Whether quality, availability, or capability is overriding in relation to price in procurement of services, technical goods, research and development, or testing services.
  - c. Whether the initial installation needs to be evaluated, together with subsequent maintenance and service capabilities and what priority should be given these requirements in terms of the best interest of the county.
  - d. Whether the market place will respond more favorably to a solicitation permitting not only a range of alternate proposals, but also permitting evaluation and discussion by the Trust with responders before making the award.
  - e. Whether a performance specification is deemed more appropriate than a technical specification, thus taking advantage of vendor expertise and allowing the purchase of standard items available in the market place as opposed to custom-designed.
2. **Solicitation.** Proposals shall be solicited through a request for proposals (RFP), a request for qualifications (RFQ), or an Invitation to Negotiate (ITN).
3. **Release of Solicitation.** For every competitive sealed proposal, The Trust shall approve the minimum qualifications, the scope of services, the evaluation criteria, and the evaluation team for each competitive procurement opportunity. The Executive Director or his/her designee will notify, via email, all board members of the release of the solicitation and of

the start of the Cone of Silence.

4. **Public notice.** Adequate public notice of the request for proposals shall be given in the same manner as provided in Section 6.50 (B)(3) for competitive sealed bidding.
5. **Evaluation criteria.** The request for proposals shall state the relative importance of price and other evaluation factors. The other factors may include the following:
  - a. Price
  - b. Program Design
  - c. Quality of goods/services. Such a justification must be verifiable.
  - d. Availability to deliver the goods/services within the required delivery time or service period.
  - e. After sale services, including availability of parts/supplies.
  - f. Previous records of performance and service.
  - g. Ability of bidder to render satisfactory service in this instance.
  - h. Financial stability of the bidder.
  - i. Payment terms.
  - j. Warranty offered.
  - k. Ability to provide samples.

This list is not meant to be comprehensive. The Trust may develop other evaluation factors as deemed necessary.

6. **Review.** Proposals are independently reviewed and scored by a team of reviewers that may include Trust staff, experts in the field and trained volunteers. Using a standard rating tool, reviewers assess the soundness and completeness of each proposal as well as the vendor's capacity to effectively deliver what is proposed.
7. **Discussion.** Following each reviewer's individual rating, the review team meets in a publicly noticed debriefing meeting to discuss each proposal and assigns a consensus team score, including explanatory comments. Applicants may attend the debriefing meeting as observers. The highest-ranking proposal score does not assure a funding recommendation.
8. **Interview/site visit.** At the Trust's discretion, publicly noticed interviews

and/or site visits may be conducted at either the vendor's site or The Trust's offices. Members of the public may attend interviews and/or site visits as observers. The interview/site visit review team may include Trust staff, experts in the field and trained volunteers. Reviewers come to consensus on interview/site visit observations using a standard rating tool and provide input to staff recommendations.

9. **Staff recommendations.** Taking into consideration the above review process results, the Executive Director of The Trust develops a recommendation. When considering Direct Community Services, consideration is also given to factors such as alignment with The Trust's priority investment areas, effective and economical distribution of funding across Alachua County and/or in underserved geographic areas/populations in Alachua County (if applicable), minimizing duplication of efforts, and reasonable program cost for the services and outcomes proposed. Based on consideration of all of the above factors, a recommendation is made to the Board.
10. **Board review and award.** Executive Director recommendations are reviewed and considered by the board at a publicly noticed meeting. Applicants are encouraged to attend these meetings. Board approval of the recommendations will allow the contract negotiation process to begin, in an amount not to exceed the board's approved award. Negotiation may include reframing the proposed services, and adjusting the total allocation, budget or any other changes necessary to comply with the requirements of the solicitation and resulting contract. Any future amendments, extensions or modifications to the contract that would exceed the board's approved award amount or the approved contracting period require further board approval.
11. **Small Provider Agencies.** The Trust may set aside a certain percentage of funds available through a formal competitive procurement opportunity for Direct Community Services for small agencies. The percentage of funds set aside will be determined at by the Trust and included in the release of solicitation documents. The total amount of final awards to small agencies does not have to equal the amount set aside by the Trust in the solicitation documents.

**D. Sole Source.** A contract may be awarded for a supply, service, material, or equipment without competition when the Executive Director certifies in writing that there is only one source for the required material, supply, service, equipment, or construction item. When over \$50,000.00, such contract shall not be awarded until the same has been approved by the Trust.

**E. Emergency Purchases.**

1. During a state of emergency declared by either the Governor, the County, or the City of Gainesville, the requirements of this Section shall be waived for purchases made pursuant to authority provided in this Section of this Policy.
2. Notwithstanding any other provision of this chapter, the Executive Director may make or authorize others to make emergency purchases when there exists a threat to public health, welfare, or safety under emergency conditions which shall be considered to mean those situations where the operation of the Trust would be seriously impaired if immediate action were not taken. The following procedures shall govern:
  - a. Staff shall make the Executive Director aware of the emergency condition. The Finance and Administration Manager shall obtain the best possible purchase price for the item or service to be purchased by the quickest possible means. Where feasible, an attempt shall be made to obtain three telephone quotes.
  - b. A requisition shall be prepared by the Finance and Administration Manager and a purchase order shall be transmitted to the vendor.
  - c. All emergency purchases shall be accompanied by a written determination of the basis for the emergency which shall be signed by the Finance and Administration Manager and shall be included in the purchase file.
3. In addition to the above requirements any emergency purchase shall also have the following approvals, which apply to all contracts and purchase orders, emergency or otherwise:
  - a. In the case of purchases less than \$50,000.00, the Executive Director or designee, and
  - b. In the case of all purchases over \$50,000.00, the chairman of the Trust.

**6.60 Exemptions from Source Selection**

**A. Exemptions from Requisitions and Purchase Orders**

Unless otherwise required by Florida Statute or Regulation, the following Supplies and services need may be paid through a Procurement Card, reimbursement or check request directly to the Alachua County Clerk of the Court and are not subject to limitations identified in Section 6.50 (A) (Informal Bids). A Purchase Order may be required for any Purchase Order exempt item which shall be subject to the limitations identified in Section 6.30 (B)(2).

1. Purchases of perishable items such as fresh vegetables, fruit, fish, meat, eggs, and milk for a public purpose;
2. Administrative hearing officer Services;
3. Advertisements to include but not limited to, Radio, newspapers, magazines, professional organizations, trade shows, television, websites and any other related media;
4. Airline tickets;
5. Brokerage and actuarial Services;
6. Cable TV, 2-way radio Contracts, County-wide phone system and internet Services;
7. Cellular telephone Services in accordance with the Trust's cellular telephone policies and Procedures;
8. College tuition, educational fees and materials;
9. Court orders and other court ordered disbursements;
10. Court reporter Services;
11. Expert witness fees and/or Services; also includes travel in accordance with Florida statutes;
12. Instructors, lecturers, presenters and trainers' fees and materials;
13. Insurance;
14. Interpreter Services;
15. Membership dues;
16. Notary public applications;
17. Purchases of \$5,000 or less;
18. Purchases covered by approved public purpose statements in accordance with established Trust Procedures;
19. Social Services indigent care through a Board adopted program;



20. Subscriptions, subscription renewals, audio, audio disk, audio tape, video, video disk, video tape, film, books, e-books periodicals or similar materials;
21. Travel expense in accordance with the County's travel policy and Procedures;
22. Refunds;
23. Utility Bills. All purchases of Services from a utility whose rates are determined and controlled by the public service commission of the state or other governmental authority; this includes routine overhead costs such as natural gas, electricity, water, phone and recurring garbage collection.

**B. Exemptions from the Source Selection Process**

Unless otherwise required by Florida Statute, the following Supplies, Services, and Construction need not be procured through the Source Selection Process identified in Section 6.50. A competitive Procurement process for any exempt item may be required.

1. All exempt purchases as identified in Section 6.50 (A) (Exemptions from Purchase Orders);
2. All Supplies or Services directly authorized by the Board;
3. All Supplies or Services purchased at a Price established by the Florida Department of Management Services, or at a Price equal to or less than the Price established by the state agency;
4. All Supplies or Services, purchased from another unit of government;
5. All purchases of real property;
6. All purchases of used equipment having a value greater than \$5,000.00; however, each such purchase shall be supported by one independent equipment appraisal report and an equipment appraisal report.
7. Supplies, Services or Construction purchased under an annual or other time Contract;
8. Professional Services as defined in, and procured according. to § 287.055, Florida Statutes, commonly referred to as the "Consultants Competitive Negotiation Act";
9. Medical Services;
10. Legal Services;
11. All Professional Services that are not required to be procured in accordance with §287.055, Florida Statutes, and whose estimated cost does not exceed \$50,000.00;

12. Procurement of Supplies or Services under Contract with federal, state, or municipal governments or any other governmental agency or political subdivision provided the vendor extends the same terms and conditions of the Contract to the Trust;
13. Ambulance billing;
14. Artistic Services and works of art;
15. Emergency Procurements in accordance with the Procurement Procedures Manual;
16. Lobbying Services;
17. Odd-lots and closeout materials;
18. Postage;
19. Purchases made with a Trust issued credit card in accordance with the Procurement Card Program policies and Procedures;
20. Purchases of Supplies or Services from a non-profit organization or charitable youth organization made in accordance with §255.60, Florida Statutes;
21. Software packages for computers.
22. Test items when it is probable that such purchases will result in formulating future bid Specifications for such items;
23. Title searches/title insurance;
24. Veterinarian Services;
25. Recovered Materials as defined in §403.703(28), Florida Statutes, as may be amended from time to time;
26. Single Source procurements in accordance with the Procurement Procedures Manual;
27. Sole Source procurements in accordance with the Procurement Procedures Manual.

## **6.70 Contract Administration**

### **A. Generally**

The Executive Director or designee shall establish procedures to administer and monitor contracts issued by the Trust.

### **B. Types of Contracts**

Any type of Contract which promotes the best interest of the Trust and has been approved for legal sufficiency by the Trust Attorney, may be used. All Trust Contracts shall include provisions necessary to define the responsibilities and rights of the parties to the Contracts.

**C. Assignment of Contracts**

No agreement made pursuant to any Section of this policy shall be assigned or sublet as a whole or in part without the written consent of the Trust.

**D. Required Contract Clauses for Direct Community Services**

All contracts for Direct Community Services shall have the following clauses:

1. Maximum Indebtedness
2. Term of service
3. Contract Type, either fee-for-service, cost reimbursement, or another method approved by the Trust
4. Number of renewal options
5. Scope of work, which may include incorporating by reference the response to the solicitation
6. Deliverables
7. Reporting Schedule
8. Performance measures approved by the Trust
9. Trust's right to withhold or suspend payment, or terminate the contract, if the Provider has not met the performance measures contained in the contract
10. Trust's right to terminate for a lack of appropriations

**E. Contract Amendments for Direct Community Services**

1. Guidelines
  - a. Proposed amendments should not compromise the original intent or intended outcome of the program.
  - b. Trust strongly encourages funds to be utilized for Direct Services. Amendments to move funds from Direct Services to indirect expenses will require approval of the Trust.
  - c. Trust's approval of amendment requests will take into consideration if there is sufficient time for the funded goods or services to be utilized by the end of the contract term.
  - d. Prior approval by the Trust is needed for redirecting funds of any amount within a line item for different expenses than those that were approved by Trust in the original budget submission. A request for approval should be submitted via email to the Trust's assigned contract manager.

- e. Contract Budget amendments and narratives must be submitted to the Trust, showing the line item(s) from which dollars are being moved and the line item to which dollars are being added. These detailed narratives should explain the reason for the request, including what has occurred that was unanticipated at the time that the budget was submitted to the Trust.

## 2. Approval Thresholds

- a. Contract Budget amendments in-between line items in the amount of 10% of the overall budget or less require TRUST staff approval and must be submitted by the last day of the month to be considered for that month. The Trust's Executive Director or his/her designee(s) will review and decide to approve or deny all budget amendment requests of 10% of the budget or less. No contract amendment will be required for amendments approved that are less than 10% of the overall budget.
- b. Contract Budget amendment requests in-between line items greater than 10% of the overall budget or more for a TRUST-funded program require Trust approval and a contract amendment. Requests that exceed 10% shall be administered in the following manner:
  - 1) The contractor's Executive Director, or equivalent position, shall submit a letter to the Trust's Executive Director with a detailed description of the proposed budget amendment, along with a revised budget and narrative as described in B (1)(f).
  - 2) Trust's staff will make a recommendation to the Trust. The Trust will consider the request at a publicly-noticed meeting.

## 6.80 Special Programs

### A. Unsolicited Proposals

1. **Conditions for use.** Requests for funding submitted by an Agency based solely upon the requester's initiative, and not in response to a formal solicitation or procurement process of The Trust, will be considered for funding on a case-by-case basis following the processes described in this Policy.
2. **Review.** The Executive Director or designee will review The Trust's contract and fiscal files to determine if there are existing contracts from the same agency and gather any history of previous funding from The Trust.
3. **Evaluation.** The Executive Director or designee will consider whether the proposal meets the stated goals and objectives stated by the Trust, whether the services fill a community need, and whether the costs are commensurate with the outcomes

proposed by the Agency. The Executive Director may consider other criteria in making a recommendation for funding so long as the criteria is explicitly stated in the recommendation.

4. **Recommendation.** Agencies not recommended for funding shall be notified in writing by the Executive Director. Agencies recommended for funding shall be presented to the Board for approval.
5. **Contracts.** Agencies awarded funding under this provision shall be contacted in accordance with the policies stated in Section 6.70.

#### **B. Matching / Leveraged Funds**

1. Conditions for use. A proposal for match funding may be received by The Children's Trust either when:
  - a. The initial funding proposal is offered to the provider from the primary funding source; or
  - b. After the primary funding source has confirmed the award
2. **Review.** The Executive Director or designee will review the application for documentation verifying that:
  - a. Match funding is required by the primary funding source.
  - b. Applicant brings new funds to Alachua County (i.e., not simply replacing an existing match or matching local dollars that already exist in the community).
  - c. Applicant provides recurring, sustainable and ongoing resources versus a one-time only match.
3. **Evaluation.** The Executive Director or designee will consider whether the proposal meets the stated goals and objectives stated by the Trust, whether the services fill a community need, and whether the costs are commensurate with the outcomes proposed by the Agency. The Executive Director may consider other criteria in making a recommendation for funding so long as the criteria is explicitly stated in the recommendation.
4. **Recommendation.** Agencies not recommended for funding shall be notified in writing by the Executive Director. Agencies recommended for funding shall be presented to the Board for approval.
5. **Contracts.** Agencies awarded funding under this provision shall be contacted in accordance with the policies stated in Section 6.70.

### **6.90 Ethics and Standards of Conduct**

#### **A. Ethical Standards for Employees and Trust Members**

Every Employee and Trust Member has the responsibility to maintain the confidence of the citizens of Alachua County by conducting the Procurement process in an ethical, fair and transparent manner. Employees and officials 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. Any attempt to realize personal gain from the Procurement process is a breach of a public trust. All TRUST Employees and Trust Members shall govern themselves in accordance with the standards of conduct as set forth in the Trust Bylaws and F.S. Ch. 112.

**B. General Ethical Standards for Non-Employees.**

Any effort to influence any public Employee to breach the standards of ethical conduct is a breach of ethical standards.

**C. General Ethical Standards for Vendors.**

1. 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. No vendor shall submit false information or intentionally submit misleading information.
2. No vendor shall submit false information or intentionally submit misleading information.
3. After the issuance of any Solicitation, no current or prospective vendor or any Person acting on their behalf, shall contact, communicate with or discuss any matter relating to the Solicitation with any TRUST Employee or Trust Member, other than the Executive Director or his/her designee. The prohibition ends upon execution of the final Contract or upon cancellation of the Solicitation. Any current or prospective vendor that lobbies any Trust employee or elected or appointed official while a Solicitation is open or being recommended for award may be deemed ineligible for award of that Solicitation by the Executive Director and may be subject to suspension or debarment outlined in 6.80 (E).

**D. Process for disciplining agency employees who violate the procurement policies or code of ethics**

Employees who violate any Section of this Policy may be subject to discipline or termination.

**E. Protests**

Any actual or prospective bidder or proposer, who is allegedly aggrieved in connection with the issuance of a bid or proposal package or pending award of a contract, may protest the decision by following the procedure below.

1. **Posting.** The Trust shall publicly post the award on TRUST's website within three full business days after the Board's award decision has been made. All bidders or proposer will be sent an email with the notice of award to the email address provided in the bid or proposal.
2. **Requirements to Protest.**
  - a. A formal written protest must be filed no later than 5:00 PM, on the fifth business day after the notice of award has been posted. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, applicable section(s) of the solicitation or Board policy, or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
  - b. A formal written protest is considered filed when the Executive Director receives it and it is date-stamped by the Trust. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the actual or prospective Applicant.
3. **Sole Remedy.** These procedures shall be the sole remedy for challenging an award of bid or proposal. Bidders or proposers are prohibited from attempts to influence, persuade, or promote a protest through any other channels or means.
4. **Authority to Resolve.** The Executive Director shall resolve the protest in accordance with the terms of the bid or proposal and shall render a written decision to the protesting party no later than 5:00 PM on the fifth business day after the filing of the protest.
5. **Review of Executive Director's Decision.**
  - a. The protesting party may request a review of the Executive Director's decision by the Board by delivering a written request for review of the decision to the Executive Director by 5:00 PM on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the Applicant deems relevant to the issues raised in the request for review.
  - b. The Board will consider the request for review at the next regularly scheduled Board meeting after the request is received. It is within the Board's discretion whether to allow testimony or argument from the

protesting party at the Board meeting. If it is determined by majority vote of Board members present at the meeting that the award is in violation of law or the regulations and internal procedures of the Budget and Business Services Division or any another applicable authority, the Board shall cancel or revise the award as deemed appropriate within three business days after the Board meeting.

- c. If it is determined by majority vote of Board members present at the meeting that the award should be upheld, the Board shall direct staff to notify the protesting party in writing of the Board decision with a copy furnished to all substantially affected persons or businesses within three business days of the Board meeting. The decision shall be final and conclusive as to the Trust.

**6. Stay of Procurement during Protests.** The decision to stay a procurement during protests shall be at the sole discretion of the Executive Director.

#### **6.100 Compliance with State or Federal Requirements.**

Where a Procurement action involves the expenditure of state or federal assistance or Contract funds, the Procurement shall comply with such state or federal law and authorized Regulations which are mandatorily applicable and which are not presently reflected in this Policy.