



## Florida Courts E-Filing Authority

### PURCHASING POLICY

#### SECTION I. PURPOSE.

The purpose of this Purchasing Policy (the "Policy") is to ~~prescribe the manner~~ establish policies and procedures in which the Authority shall ~~control the purchase of~~ materials, supplies, equipment, and contract for professional, and ~~certain contractual services with the Authority~~, and to maintain a high ethical standard of all officers and employees of the Authority in connection therewith. Bidders shall not acquire any property rights as a result of participation in a bidding process.

#### SECTION II. DEFINITIONS.

For purposes of this Policy, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the content, words used in the present tense include future, words in plural number include singular number, and words in singular number include the plural number. The word "shall" is always mandatory and not merely directory. Any term, phrases, words and their derivation not defined herein shall have the meaning given to them in the Interlocal Agreement.

**"Association"** shall mean the Florida Association of Court Clerks, Inc.

**"Authority"** shall mean the Florida Courts E-Filing Authority.

**"Competitive Quotations or Comparative Prices"** shall mean the request for informal verbal written price quotation and shall include the submission of prices by individuals or firms competing for the privilege or right to supply merchandise or services involving dollar amounts less than that for which Competitive Sealed Bidding, Competitive Requests for Proposals or Qualifications is required under Section IV herein.

**"Competitive Sealed Bid, or Competitive Request for Proposals or Qualifications"** shall mean and include the process of advertising in an appropriate publication or posting on the Authority's website, preparing specifications, mailing invitations to bid, or requests for proposals or qualifications, and publicly opening the sealed bids or proposals or qualifications at a certain time and date, evaluating the bids or proposals or qualifications, and awarding the bid to the lowest responsive, responsible bidder meeting

specifications, or the proposal or qualification to whomever best meets the specifications and the needs of the Authority.

**"Contractual Services"** shall mean ~~and include all telephone, gas, water, electric light and concessions, rental, repair, or maintenance of equipment, machinery and other Authority owned property, and other like services~~ the rendering by a contract of its time and effort rather than the furnishing of specific commodities, supplies, materials, goods, equipment and other personal property. The term Contractual Services shall differ from Professional Services and Consultants, which are unique in their nature and handled differently. The term Contractual Services shall not include such services that are provided by the Association to the Authority, as required under Section 3.7 and Exhibit 1 of the Interlocal Agreement.

**"Interlocal Agreement"** shall mean the Interlocal Agreement establishing the Authority by and between the various Clerks of the Circuit Court of the State of Florida and the Clerk of the Supreme Court, as designee of the Chief Justice of the Florida Supreme Court, dated September 3, 2010, as may be amended.

**"Florida vendor/contract"** shall mean an entity which has maintained its principal place of business within the State of Florida; or an entity which has maintained a permanent place or place of business within the State of Florida and which has employed people who live in Florida on a regular and continuing basis for at least six (6) months prior to a potential contract being advertised.

**"Purchasing Agent"** shall mean the Executive Director of the Association and/or his or her designee. If the Executive Director designates another person to act on his/her behalf, said Executive Director shall still have responsibility for the purchases made by such designee.

**"Person"** shall mean any business, individual, partnership, joint venture, other organization, or group of individuals.

**"Executive Director"** shall mean the Executive Director of the Association.

**"Professional Services and Consultant"** shall mean and include those services performed by any architect, landscape architect, land surveyor, engineer, property appraiser, accountant, consultant, artist, or any profession regulated by the State, except as otherwise exempt by Section XVII.

**"Responsible Bidder or Proposer"** shall mean a Person who has the capability in all respects to perform fully the contract requirements, and who has the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, credit, and financial strength which will assure good-faith performance.

**"-Responsive Bidder or Proposer"** shall mean a Person who has submitted a bid or proposal which conforms in all material respects to the invitation to bid or request for proposals or qualifications.

—"**Sole Source**" shall mean the only known capable supplier, occasioned by the unique nature of the requirement, the material or service, the supplier, or market conditions.

—"**Specifications**" shall mean any description of the physical or functional characteristics, or of the nature of materials, equipment, or services. It may include a description of any requirement for inspecting, testing, preparing, or delivering. It may include requirements of the provider of such materials, equipment, or services.

"**Supplies**" shall mean and include all supplies, materials and equipment.

### **SECTION III. SCOPE OF PURCHASING AUTHORITY.**

A. Supplies and Services. In a manner that is consistent with this Policy, the Authority and the Purchasing Agent shall procure, manage, control, and dispose of any and all supplies and services to be procured by the Authority; provided that disposal of supplies shall be disposed of in the manner provided in the Interlocal Agreement.

B. Purchase or Contract. The Purchasing Agent shall perform the duties specified in connection with the purchase or contract for all Supplies and Contractual Services and Professional Services or Consultants for the Authority in accordance with purchasing procedures as prescribed by this Policy.

C. Disqualification of Bidders. The Purchasing Agent shall have the authority to declare vendors who default their quotations as irresponsible bidders, and to disqualify them from receiving any business from the Authority for a stated period of time.

D. Intergovernmental Cooperation. The Authority declares its intent to cooperate with the Federal Surplus Property Program, State, County and municipal cooperative purchasing programs. The Authority may purchase off any current contract of another government entity established by a formal Competitive Sealed Bid or Competitive Request for Proposal or Qualification process, and any other similar programs, including GSA contracts and State of Florida SNAPS Agreements that will provide the Authority with low cost, quality equipment, materials, supplies, and services.

The Authority and the Purchasing Agent, as applicable pursuant to the amounts established under Section X herein, shall have the authority to approve purchases made through other government entities' Competitive Sealed Bids or Competitive Request for Proposals or Qualifications which have been awarded to the lowest responsive, responsible bidder or proposer meeting specifications.

E. Removal of Vendors. The Authority, through the Purchasing Agent, may remove from its vendor list, if any, and/or withhold award of bid from any source of supply of materials and/or services which fails to fulfill any of its duties specified in a contract with the Authority, or which withdraws a bid after opening. This also applies to vendors whose principal(s) or qualifier(s) were associated with vendors which failed to fulfill any of its contractual duties. The Purchasing Agent may reinstate any such source of

supply when he/she is satisfied that further instances of default will not occur. This removal may be for an indefinite period of time.

F. Rejection of Bid; Rebid. The Authority and the Purchasing Agent, as applicable, may reject all bids whenever it is deemed in the best interest of the Authority to do so, and may reject any part of a bid. The Authority may rebid any bid. The Authority may waive any minor informalities or irregularities in any bid.

## SECTION IV. PROCEDURE REQUIREMENT.

All supplies, equipment, and services, except as otherwise provided for herein, or except in the case of emergencies, when the estimated cost thereof shall exceed [fifteen thousand (\$15,000.00) dollars] shall be purchased by written contract and/or purchase order to the lowest and ~~best-most~~ responsive, responsible bidder meeting specifications, after receiving Competitive Sealed Bids or Competitive Request for Proposals or Qualifications.

## SECTION V. NOTICE INVITING COMPETITIVE SEALED BIDS.

A. Notice. Notice inviting bids shall be published once in the appropriate publication for the type of bid being requested by the Authority and/or posted on the Authority's website at least ten (10) working days preceding the last day set for the receipt of bids ~~and shall be posted on the Authority's website.~~

B. ~~Bidders List.~~ The Purchasing Agent shall attempt to solicit sealed bids from all responsible prospective suppliers by sending them a copy of such notice. In any case, invitations sent to the vendors on any bidders list shall be limited to commodities that are similar in character and originally handled by the trade group where the invitations are sent.

## SECTION VI. BID DEPOSITS.

When deemed necessary by the Authority, bid deposits shall be prescribed in the public notices inviting bids. Unsuccessful bidders shall be entitled to return of surety. A successful bidder shall forfeit any surety required by the Authority upon failure on his part to execute a contract within ten (10) working days after mailing of the contract by the Authority.

## SECTION VII. COMPETITIVE SEALED BIDS.

A. ~~B~~Sealed bids shall be submitted ~~sealed~~ to the Purchasing Agent and shall be identified as bids on the outside of the envelope. Bids may be accepted via electronic means. It is the bidder's sole responsibility to make sure such bid is received via electronic means at the time stated in the notice.

B. Bids shall be opened in public at the time and place stated in the public notices, and shall be witnessed and certified by the Purchasing Agent and Secretary - Treasurer of the Authority, or their designees.

C. A tabulation of all bids received shall be made and shall be available for public inspection, as required by law.

## **SECTION VIII. SELECTION OF CONSULTANTS.**

Section 287.055, Florida Statutes, known as the Consultants' Competitive Negotiations Act, is hereby adopted for all professional services as described in Section 287.055(2)(a), Florida Statutes, which includes the following professional services: architecture, professional engineering, landscape architecture, and registered surveying and mapping. For all other Professional Services and Consultants not listed in Section 287.055(2)(a), Florida Statutes, with the exception of legal services, Section 287.055, Florida Statutes, is hereby adopted with the additional provision for the requirement of the quotation of a fee schedule from any firm or any individual desiring to provide professional services to the Authority, and provision for the consideration of the fees in competitive selection and competitive negotiation.

## **SECTION IX. COMPETITIVE REQUEST FOR PROPOSALS AND QUALIFICATIONS.**

A. When the Purchasing Agent determines that the use of Competitive Sealed Bidding is either not practical or not advantageous to the Authority, due to existing market conditions or the type of service/supply required, a contract may be entered into through receipt of Competitive Request for Proposals or Qualifications. Competitive Request for Proposals and Qualifications may also be used for the procurement of Professional Services and Consultants.

B. Competitive Request Proposals or Qualifications shall be notified, solicited, and opened in the same manner as Competitive Sealed Bids as provided for in Section V and VII.

## **SECTION X. AWARD OF COMPETITIVE SEALED BIDS AND COMPETITIVE REQUEST FOR PROPOSALS AND QUALIFICATIONS.**

All contracts, when the sum is [fifteen thousand (\$15,000.00)] dollars or less, shall be awarded by the Purchasing Agent to the lowest responsive and responsible bidder as outlined in Section XVI herein. All contracts, when the sum is in [excess of fifteen thousand (\$15,000.00)] dollars, shall be awarded by the Authority to the most responsive bidder meeting specifications and taking into consideration the lowest responsive bidder. If the lowest bidder is not selected, then the procedures of Section XII shall be followed. In addition to price, all bid awards, whether awarded under this Section or Section XVI, shall take the following into consideration:

A. The character, integrity, reputation, judgment, experience, previous performance, and efficiency of the bidder.

B. The ability, equipment, capacity, financial strength, personnel resources, and skill of the bidder to perform the contract.

C. The quality, availability, and adaptability of the Supplies or Contractual Services to the particular use required.

D. The ability of the bidder to provide further maintenance and service for the use of the subject of the contract.

E. The quality of performance of previous contracts and whether the bidder can perform the contract within the time specified, without delay or interference.

## **SECTION XI. AWARD OF TIE BIDS.**

In the case of tie bids, or in cases where all other things being equal, the difference in the bid amount in context of the overall bid is de minimus, at the discretion of the Purchasing Agent, award may be made with due consideration to the State of Florida's policy on a drug free workplace; and, if a tie remains in a manner as decided by the Purchasing Agent.

## **SECTION XII. AWARD TO OTHER THAN LOW BIDDER.**

When awarding to other than the low bidder, a full and complete statement of the reasons for awarding otherwise shall be submitted by the Purchasing Agent, approved by the Authority, and filed with the other ~~papers~~ documents relating to the bid.

## **SECTION XIII. PUBLIC RECORD.**

The Purchasing Agent shall keep a record of all opened bids submitted in competition thereon, in compliance with the State of Florida Records Retention Schedule for Local Government Agencies, and such records shall be open to public inspection as required by law.

## **SECTION XIV. TERMINATION OF CONTRACTS BY PURCHASING AGENT.**

All contracts, including those awarded by the Authority, shall be administered by the Purchasing Agent. Contracts awarded by the Purchasing Agent within the limits established under Section X may be terminated by the Purchasing Agent if he/she determines it is in the best interest of the Authority. All other contracts shall only be terminated by the Authority.

## **SECTION XV. EMERGENCY PURCHASES.**

Notwithstanding any other provision of this chapter, in urgent cases of compelling emergency which requires the immediate purchase of supplies or services, the Authority and the Purchasing Agent, up to the level provided for herein, may make, or authorize others to make, emergency purchases, provided that such emergency procurements shall be made with such competition as is practicable under the



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circumstances. A full written determination of the basis of the emergency and the reason for selection of the particular contractor or other professional shall be included on the emergency purchase order and shall be filed as a permanent and public record of the purchase.

## **SECTION XVI. COMPETITIVE QUOTATIONS AND COMPARATIVE PRICES.**

All purchasing of supplies and services of a total estimated yearly value of up to [fifteen thousand (\$15,000.00)] may be made in the open market without advertisement or posting and without observing the procedures prescribed by this Policy for Competitive Sealed Bids and Competitive Request for Proposals and Qualifications. The Purchasing Agent shall keep records of oral and written quotations for open market purchases. Quotations in excess of five hundred (\$500.00) dollars shall be provided in writing. Every effort shall be made to obtain a minimum of three (3) quotations. When it is impossible to obtain three (3) quotations for informal bids, it shall be stated in writing, with an explanation.

## **SECTION XVII. EXEMPTIONS FROM BIDDING.**

Purchase of the following materials and services shall be exempt from the bid process:

- A. Sole Source purchases.
- B. Legal services.
- C. Emergency purchases.
- D. Advertising in selected newspapers or periodicals.
- E. Books and periodicals.
- F. Purchases for which the requirement for Competitive Sealed Bid has been waived.
- G. Purchase or rental of real property.
- H. Recreational excursions and cultural events.
- I. Services set forth in Section 287.057(3)(f), Florida Statutes.

## **SECTION XVIII. SOLE SOURCE PURCHASING.**

The Purchasing Agent may recommend to the Authority to purchase of a part, commodity, or service from a sole source supplier after a reasonable search has been made to find other suppliers. The recommendation shall include a written justification documenting the potential vendors contacted, and

the results. The Authority shall approve all Sole Source purchasing regardless of the limits established in Section X herein.

## **SECTION XIV. FLORIDA BUSINESSES**

- A. The Authority finds that it is in the best interest of the people of the State of Florida for the Authority to purchase goods and services from Florida vendors and contractors. Such purchases and contracts will benefit the economy of the State of Florida, increase job opportunities and generate additional tax revenues within the State of Florida.
- B. Vendors and contractors wishing to obtain a Florida Preference shall certify on a form provided by the Authority that they qualify as a Florida-based entity with their bids or proposals.
- C. BIDS:
1. Each bid shall state whether or not it is subject to a Florida Preference.
  2. If the lowest responsible responsive bidder is a Florida vendor or contractor, the Authority shall award it the contract.
  3. The bid of a responsible responsive bidder that is not the lowest bidder, but is a Florida vendor or contractor, shall be reduced by an amount equal to two percent (2%) of its bid up to a maximum of ten thousand dollars (\$10,000.00), for comparison purposes with the bid of the lowest bidder if that bidder is not entitled to a Florida Preference.
  4. If the original bid from a Florida vendor or contractor, minus two percent (2%) of said bid up to a maximum of ten thousand dollars (\$10,000.00) equals or is lower than the lowest bid submitted by an entity not entitled to a Florida Preference, the contract shall be awarded to the Florida vendor or contractor at its original bid price.
- D. PROPOSALS:
1. Each Request for Proposal shall state whether or not it is subject to a local preference.
  2. If a Request for Proposal is subject to a Florida Preference, the criteria and weight given for Florida Preference shall be stated therein.