

VISIT SARASOTA COUNTY

Purchasing Policies

Adopted- July 6, 2011, August 3, 2011, May 2, 2012, August 7, 2013

Draft revisions of 9/15/15 and 6/16

Reviewed April 2018

Approved Oct 2018

Approved September 2020

Approved revisions April 2021

Approved revisions September 2022

The Purchasing Guidelines document is designed to explain and facilitate understanding of the procurement functions, policies and procedures of VISIT SARASOTA COUNTY. The procedures contained herein are applicable to all VSC personnel involved in any phase or aspect of the acquisition process for obtaining products and/or services for use by the VSC.

VISIT SARASOTA COUNTY employees are required to follow these guidelines in all organizational purchases. If there is any doubt regarding a purchase, employees are expected to review the situation with their supervisor. It is the desire of the VSC to promote open competition wherever possible and to assure fair and equitable treatment of potential providers of goods and services. All procurements and purchases for the VSC will be conducted in a manner that promotes fair and reasonable competition and secures the best value for the VSC.

CODE OF ETHICS

- 1.1 Visit Sarasota County employees shall conduct the procurement process in an ethical, fair and transparent manner. The standards for such conduct are detailed in the VSC Code of Ethics Policy.

AUTHORITY AND RESPONSIBILITIES

- 2.1 All authority to procure products and/or services in support of the operations of the VSC arises directly from the VSC Board of Directors.
- 2.2 Only the Board of Directors, or its designee(s), of the VISIT SARASOTA COUNTY may approve contracts with suppliers on behalf of the VSC that exceed \$50,000 in annual expenditures.
- 2.3 Only the VSC President ("President"), or the President's designee, may approve contracts up to \$50,000 in annual expenditures for products and services included in and consistent with the adopted budget.
- 2.4 Only the VSC President is authorized to approve and execute contract renewals, contract extensions, amendments and term contracts.
- 2.5 VSC employees must have obtained prior authorization from Department Director prior to initiating procurement requests.

PROCUREMENT THRESHOLDS AND STANDARDS

- 3.1 Purchases shall be in the best interest of Visit Sarasota County, maximize competition and be prudent spending to the greatest extent possible.
- 3.2 Splitting transactions into multiple parts in an attempt to avoid established VSC procurement thresholds by keeping a transaction within a lower procurement threshold limit is prohibited.
- 3.3 Procurement threshold amounts consider aggregate purchases for the same product or service in any fiscal year, regardless of the business division or payment mechanism.
- 3.4 Minimum procurement threshold requirements for purchases, other than those approved on a VSC Travel/Entertainment Authorization form, are:

\$10,000 or less:	Awarded without competition but with Travel Authorization Form or prior approval from a Director or President;
\$10,000 to \$505,000:	A Travel Authorization Form or Informal quotes from minimum 3 providers if possible;
\$50,000 to \$150,000	Formal quotes obtained, publicly noticed;
\$150,000 +	Formal written competitive solicitation process, (IFB or RFP).

PROCUREMENT METHODS

- 4.1 Purchases of \$10,000 or less are awarded without competition.
 1. A minimum of one quote is required. Price may be determined orally , by current catalogue or brochures, advertisements or similar sources. All costs pertaining to the purchase, including delivery, service charges, sales tax, etc., shall be included with request for reimbursement. Must be pre-approved by a Travel& Entertainment Authorization form or written approval from a director or President if more than \$200.
- 4.2 Purchases of \$10,000.01 to \$49,999.99 are competitively solicited and a minimum of three written quotes are required. The procurement is awarded to the responsive and responsible offeror submitting the lowest quote.
 1. Three written quotes shall be sought by the VSC staff. The requestor may document published prices found in any media from which a hard copy can be retained, including, but not limited to, current catalogs or brochures, advertisements, internet or email communications, or similar sources.
 2. All costs pertaining to the purchase, including delivery, service charges, sales tax, etc., shall be detailed by the requestor and provided on a written quote.
 3. If a reasonable effort is made and documented to solicit three quotes, failure of a vendor to respond may be considered one of the three required quotes with the approval of the President.
- 4.3 Purchases of \$50,000 to \$149,999.99 – Formal quotes are obtained minimally through an Invitation for Quotes (IFQ). A formal quote is defined as a solicitation that is publicly announced.

The procurement is awarded to the responsive and responsible offer or submitting the lowest quote.

4.4 Purchases exceeding \$150,000 Formal competitive solicitations are issued with the below methods.

- a) Invitation for Bids (IFB) – used for procurements exceeding \$150,000. Sealed bids are submitted in response to a formal invitation for bids and pricing is revealed only at the time and date set for bid opening. Bids are awarded to the responsive and responsible bidder submitting the lowest bid price or best value as defined in the solicitation.
- b) Request for Proposal (RFP) – used to solicit proposals from potential providers of goods and services when price is not a primary evaluation factor. An RFP provides for the negotiation of all terms, including price (to the extent permitted by the RFP), prior to execution of a contract with the selected proposer.
 1. An RFP is a method used to solicit proposals from potential providers for more complex goods and services which often times are not easily comparable. Price is often not the primary evaluation factor. An RFP provides the opportunity for the supplier to provide an offer outlining a framework for the negotiation of all terms, including price, prior to execution of a contract with the selected proposer. RFPs are most often used for procurements exceeding \$105,000 but may be issued at the discretion of the President regardless of the anticipated dollar amount of the expenditure.
 2. The RFP document may include, but is not limited to, general information, qualification requirements, applicable laws and rules, functional or general specifications, performance specifications, scope of work, proposal instructions and evaluation criteria. The RFP may include the dates for oral presentations to the VSC staff and/or an Evaluation Committee. An Evaluation Committee is defined as a committee assembled by the VSC with the sole purpose of evaluating RFP responses for the VSC and shall be comprised of Sarasota area tourism and/or industry professionals and VSC staff.
 3. VSC employees will utilize the VSC RFP template in preparing solicitations.
 4. Each RFP will require publication of a legal notice which shall contain
 - a. the title of the services being sought.
 - b. the VSC contact information necessary for the supplier to obtain a copy of the RFP.
 - c. the deadline date for RFP submission to the VSC.

The legal notice must be published in a newspaper in Sarasota County, FL. There shall be a minimum of thirty (30) days from the publication of the legal notice and the submission deadline. Public notice will also be placed on the VSC website.

Each RFP will provide a centralized point of contact within the VSC for the RFP process. The RFP will clearly provide a deadline for questions and clarifications regarding the RFP.

That deadline will be at least seven (7) working days prior to the submission deadline for the RFP. Clarifications, questions and answers will be distributed by the centralized point of contact via written notice or e-mail to all potential respondents that have requested the RFP. At a minimum, all clarification responses issued from the VSC will be distributed via written notice or e-mail to all potential respondents within 24 hours of the question/clarification deadline. It is the responsibility of the respondent to be aware of any clarifications that have been issued by the VSC.

4.5 During the time when a solicitation is being drafted and throughout the entire procurement process ending with the execution of a contract, the VSC staff that are requesting the acquisition of the subject products or services, all other VSC employees and VSC Board of Directors shall not have contact with potential or actual suppliers and shall direct all communications regarding the solicitation to the centralized point of contact within VSC procurement management. Additionally, once the procurement process has begun, and a supplier knows or has reason to know that the VSC has or will be inviting the supplier to submit a bid or provide a response to the VSC, then such supplier SHALL NOT attempt to contact any VSC employee or anyone serving on the VSC Board of Directors for any reason. As noted in Section 6.1, once the procurement process has started, suppliers may contact only the centralized point of contact within the VSC for the Invitation to Negotiate (ITN) and/or RFP process. In the case where a potential supplier has an existing contract with the VSC, communications between the VSC requestors and the incumbent supplier shall be limited specifically to the scope of work in the current contract, and there is to be no discussion or communication regarding the solicitation or the supplier's proposed response/offer to the VSC.

1. As stated in the VSC Financial Policies, VSC employees may not accept a meal or a gift of any kind from any company that might be currently involved with bidding on the opportunity to provide products and/or services to the VSC. Conceptually, the phrase "currently bidding" would mean the response process that any supplier requesting or receiving an ITN or RFP package for any VSC contracted good or service is then undertaking in order to provide a competitive response to the VSC.
2. The VSC may or may not request additional information or clarification of submitted materials during the evaluation process.

4.6 Award of RFP

Using a point allocation system, each RFP shall be awarded to the responsive and responsible proposer or proposers whose submitted proposal(s), in the sole opinion of the VSC evaluation committee, is/are determined to be the most advantageous to the VSC.

For products and services estimated to exceed \$150,000 in total costs, the respondents with the highest scores will be short-listed and may be invited to make oral presentations to the VSC RFP Evaluation Committee. Following the presentation, the Evaluation Committee will rank the short-listed proposers and recommend the top ranked respondent for award. The Evaluation Committee may recommend an award without oral presentations. The final approval of the Evaluation Committee recommendation is by the VSC Board of Directors.

4.7 RFP Tie-Breaking Procedures

A tie shall exist when two or more proposals receive the same final score. Tie-breaking procedures shall be applied only when a tie exists between the highest scoring proposers. In the event of a tie between the highest scoring proposers, the award shall be made based on random selection by the VSC Board of Directors.

4.8 Cancellation and Re-Advertisement of a RFP

In the event it is determined to be in the best interest of the VSC to do so, the President may cancel the RFP without making an award at any point in the solicitation process. Cancellation of an RFP may be permanent, or the project may be revised and re-advertised. RFPs that are canceled must undergo review and possible remediation with the President before they may be re-advertised.

4.9 RFP Term

Contracts greater than \$150,000 should be re-evaluated for RFP process every three years. However, the Board of Directors may use their discretion in the event a contract should be extended if it is determined to be in the best interest of VSC. (see 10.2 for exceptions)

4.10 Funding

1. A funding source must be verified and identified prior to advertising a solicitation.
2. Standardized templates will be developed and maintained for procurement solicitations and contracts.

VSC EVALUATION COMMITTEES

- 5.1 The President of the VSC has the authority to approve or disapprove the composition of each evaluation committee.
- 5.2 Evaluation Committee members shall be required to execute a disclosure form to demonstrate that they do not have any actual or perceived conflict of interest with any supplier that has requested to be given an opportunity to submit a proposal for good or services to the VSC. If a conflict of interest is perceived to exist in a particular sourcing project, as determined in the sole judgment of the President or the President's designee, then the potential Evaluation Committee member may be ruled ineligible to serve on a particular Evaluation Committee or participate in the solicitation process for the particular sourcing event in any manner.

SUPPLIER RESPONSIBILITIES

- 6.1 Pursuant to the terms and conditions of solicitations, suppliers are strictly prohibited from contacting, communicating with or discussing any matter related to an active solicitation with any employee of the VSC or its Board of Directors, other than the announced centralized VSC point of contact for the procurement process from the time a solicitation is issued until the execution of an agreement or when the solicitation has been cancelled. Failure to abide to this guideline shall result in the supplier being declared non-responsive and banned from the then current subject bidding/proposal process.
- 6.2 Suppliers are responsible for reading and understanding the requirements of each solicitation, including any attachments or addenda prior to submitting a bid or proposal.

- 6.3 Suppliers are responsible for procuring and maintaining insurance as required by the VSC and, in some instances, that of Sarasota County Government.
- 6.4 Suppliers found to be engaged in collusion or bid rigging shall be declared non-responsive and banned from the then current subject bidding / proposal process. The VSC reserves the right to take further legal action as may be necessary in such instances.
- 6.5 Once the bidding/proposal process has begun, suppliers are strictly prohibited from offering gifts of any type, price, or size to any VSC employee, Evaluation Committee member or members of the VSC Board of Directors. Failure to abide by this guideline shall result in the supplier being declared non-responsive and banned from the then current subject bidding/proposal process.

PROTESTS

- 7.1 Any supplier that has submitted a proposal or a bid, and who believes that it has been aggrieved in connection with the solicitation or award of a contract, may protest the solicitation or the award action, and is referred to hereafter as a "Protestor."
- 7.2 Protestors and those acting on behalf of protestors, are prohibited from directly contacting any VSC staff or VSC Board member, except for the VSC's centralized point of contact for the procurement process, to discuss any matter relating in any way to the solicitation being protested. This prohibition shall begin with the issuance of the solicitation and ends upon execution of an agreement or cancellation of the solicitation. Failure to adhere to this restriction will result in the protest being rejected or denied by the VSC without further consideration.
- 7.3 Required Form: To be considered by the VSC, protestors must submit to the VSC's centralized point of contact in writing the following, including but not limited to, (a) a cover letter that includes the bid or RFP number, and (b) any exhibits, evidence or documents that may substantiate any claims made by the protestor. Failure to submit any of the required information or documentation by the stated deadline and in the proper format will result in the protest being rejected by the VSC without further consideration.
- 7.4 Protestors who can demonstrate that they have been aggrieved as a result of the recommendation of the VSC's RFP award must notify the VSC's centralized point of contact via email within three (3) business days of the electronic notice of recommended award.
- 7.5 After the protester provides email notification to the VSC's centralized point of contact of its intent to protest, protestor must file a formal written protest with the President within five (5) business days of the VSC's notice of award. The formal written protest must be sent to the President at the following address: VSC, 301 N. Cattlemen Road, Suite 203, Sarasota, FL 34232, via hand delivery or certified mail. For the purposes of filing a formal written protest with the VSC President, email is not an acceptable means of delivery. The protestor is responsible for verifying that the written protest appeal was received in a timely manner. Protests that fail to demonstrate how the protestor has been aggrieved as a result of the recommendation of award shall be rejected without further consideration by the VSC.

- 7.6 Upon receipt of a formal written protest which has been timely filed, the solicitation process or contract award process will be halted until the subject protest is resolved.
- 7.7 The President or the President's designee shall furnish a decision to the protestor in writing within five (5) business days of receipt of a formal written protest of the VSC's recommended award.
- 7.8 A protestor may appeal the decision of the President to the VSC Board of Directors. The formal written appeal shall be made within five (5) business days of receipt of the decision of the President and shall include the basis for the protestor's disagreement with the decision of the President.
- 7.9 Written appeals to the VSC Board of Directors may be sent via hand delivery or certified mail to VSC Board of Directors, 301 N. Cattlemen Road , Suite 203, Sarasota, FL 34232. For the purposes of filing a formal written protest with the VSC Board of Directors, email is not an acceptable means of delivery. The protestor is responsible for verifying that the written appeal was received in a timely manner.
- 7.10 The protest shall be heard by the VSC Board of Directors at its next regularly scheduled meeting. A bidder or proposer who has been recommended for an award which is being protested shall be afforded the opportunity to participate in the protest process, including the proceedings before the VSC Board of Directors. The protestor and the supplier to whom the VSC made the award will each be given five (5) minutes to present their cases to the VSC Board of Directors. The decision of the Board regarding any protest shall be final. The protestor and any bidder or proposer who is afforded the opportunity to participate in the protest proceedings shall be bound by the Board's determination and waives all further rights in this matter.

INVITATION TO NEGOTIATE

- 8.1 An ITN may be recommended by the President for complex Public Private Partnership proposals. The process follows the Request for Proposal process, but requires significant negotiation of the final business plan upon selection of the top ranked proposer.

SOLE SOURCE

- 9.1 A sole source is a situation created due to the inability to obtain goods and/or services via a competitive process. A sole source may result because only one vendor or supplier possesses the unique ability or capability to meet the particular requirements.
- 9.2 A contract may be awarded for goods or services without competition when, after review of the facts of the specific situation, the President determines that there is only one source for the required item. Such a determination shall be reduced to writing and included in a log of exceptions to the normal VSC procurement policies.
- 9.3 Sole Source exemption requests require approval of the President prior to any purchases.
- 9.5 Sole Source suppliers must meet one or more of the following criteria:
1. There is only one authorized supplier or distributor for the product and/or service.

2. No other supplier can provide a comparable product and/or service, regardless of cost or timeline.
3. The product and/or service is proprietary (only one supplier has the legal right to sell it).
4. Other suppliers may sell something similar, but the VSC requires something very specific in order to be compatible with existing equipment, and only one supplier sells said product and/or service.
5. The VSC has formally standardized a specific manufacturer's product.

9.6 The following criteria shall not be considered legitimate justifications for granting sole source exemptions:

1. Time or cost savings
2. Consistency
3. Supplier preference
4. Continuation of work under an expired quote or contract

ANNUAL AGREEMENTS

10.1 Annual agreements, or term contracts, are contracts in which a source of services or supply is established for a specified period of time for specified services or supplies, usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price.

10.2 Standard Term Length for Agreements: Annual agreements will be entered into for an initial term of one (1) year, with the option of two (2) one-year renewals upon written agreement by both parties. The VSC Board of Directors may grant an addition one (1) year extension of an annual agreement upon written request of the President. Web site, Technology, fulfillment and research may be approved for a term of one (1) year with the option of four (4) one year renewals by VSC Board of Directors. Customer relation management vendor may be approved for a term of one (1) year with the option of seven (7) one year renewals by the VSC Board of Directors. As a general rule, contract years coincide with the VSC's fiscal year period, which runs October 1 through September 30 of any given calendar year. For the purposes of 'annual agreements' herein, all references to year shall mean VSC fiscal year.

10.3 If the VSC has an annual agreement in place for products and services, VSC requestors are required to purchase products or services included in that agreement from that supplier, and are not allowed to procure those products or services from a different vendor, unless specific approval to do so has been given by the President.

10.4 In all instances where recurring purchases of products or services estimated to cost in excess of \$50,000 in aggregate over the course of a fiscal year, an annual agreement shall be required. Once such determination has been made, the VSC shall begin the procurement process necessary to establish an annual agreement.

10.5 Annual Agreements for recurring services in excess of \$50,000 annually shall be reviewed and executed by the VSC Board of Directors.

10.6 Any and all modifications to annual agreements shall be reviewed and executed by the President as amendments to the contract.

CONTRACTS

11.1 Contracts govern the business transaction between VSC and its vendors. Contracts may be executed after a quote or RFP and executed after a proposal has been issued and awarded. The President shall determine if a contract is required.

11.2 Contracts may be required in any of the following circumstances:

- a. The procurement of services exceeding \$50,000 that require approval by the VSC Board of Directors.
- b. A contract will serve as a standing definition of when payments are due and the amount of the payments

11.3 Contracts approved by the Board shall be terminated only subject to the approval of the VSC Board of Directors.

CREDIT CARD PURCHASES

12.1 The use of the VSC credit cards must follow all of the VSC's Purchasing Policies prior to the credit card use and those policies contained in the VSC Finance Policy

LOCAL PREFERENCE

13.1 A local business shall be considered one that has paid a local business tax either to Sarasota, Manatee or Charlotte Counties prior to bid submission, and one that maintains a permanent physical business address located within the above-named Counties.

13.2 Local businesses will be awarded five (5) additional local preference points in the RFP scoring matrix.

13.3 Respondents wishing to be granted a local business preference must submit all required documentation with their proposal evidencing their compliance with this section.

13.4 Respondents who submit falsified data shall be disqualified from consideration as a local business for the purposes of the VSC business awarded in Sarasota County for a period of one (1) year.

PROCUREMENT EXEMPTIONS

14.1 Except for reimbursements for expenses duly approved on a VSC Travel/Entertainment Authorization form, the procurement of goods and services by the VSC shall be made using a competitive quote or bidding process whenever possible. There are instances when it may be in the VSC's best interest to exempt a purchase from competition. Approved exemptions are valid for a period of twelve (12) months from the date of approval.

14.2 All procurement exemption requests must be submitted using a VSC Procurement Exemption Request form. All exemption requests are subject to review and approval by the President. If the exemption request exceeds \$50,000, it must be approved by the President and submitted to the VSC Board of Directors for approval.

- 14.3 Legal Services. The President has the sole authority to procure legal services for the VSC. Legal services are exempt from competitive bidding requirements.
- 14.4 Information Technology is defined as products and/or services related to information technology which is necessary:
1. to maintain existing warranties, or
 2. to maintain compatibility with existing VSC systems
 3. Any exemption related to information technology requires the approval of the President in the manner set forth above.
- 14.5 Personnel is defined as the procurement of personnel, including, but not limited to, part-time, temporary and contract services. Any exemption related to Personnel requires the approval of the President in the manner set forth above.
- 14.6 Other Procurement Exemptions. Other types of exemptions are authorized and may be granted exemption from competitive requirements at the discretion of the President, such as:
1. Procurements made from nonprofit organizations.
 2. The procurement of dues and memberships in trade or professional organizations; subscriptions for periodicals, books, electronic information, media, maps, pamphlets and similar material in printed or electronic form; advertising, water, sewer, electrical, cable television or other utility services; and business travel services.
 3. The procurement of instructors, trainers, facilitators, counselors, perishable food, used equipment and artistic services.
 4. Equipment repair provided by Original Equipment Manufacturer or repairs based on independent appraisal.