



# Collier County Contractor Guide



**Collier County**

**Administrative Services Department**

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# CONTRACTOR GUIDE TO DOING BUSINESS WITH COLLIER COUNTY

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# INTRODUCTION

## About this guide

This guide has been developed to explain how Collier County does business. It is designed to encourage potential new suppliers to form profitable, long-term partnerships with Collier County. For existing Contractors, this guide should also help to explain why Collier County operates the way it does.

## What is “procurement?”

Procurement is simply the buying of products and services necessary to keep Collier County operating. It is the process that Collier County uses to try to get the best value when spending public money, in a way that is fair and transparent for everyone.

Collier County must follow certain rules set down by the state of Florida when procuring goods and services, and also must follow rules (ordinances and resolutions) that its own commission has adopted.

There is a good chance that your business offers eligible services.

Typical purchases include, but are not limited to:

- Professional services
- Construction Services
- Maintenance and repair services (HVAC, plumbing, electrical, carpentry, landscaping, etc.).
- Fleet Vehicles
- Information technology products and services

# COLLIER COUNTY PROCUREMENT AND THE LAW

## State Statutes and Local Policy

Chapter 125 of the Florida Statutes (1) establishes the rules of county government in Florida. In accordance with Chapter 125, the Collier County Commission established policy for the procurement of goods and services for Collier County, under the Collier County Procurement Ordinance 17-08, as amended.

The purpose of the Procurement Ordinance is to maximize the prudent use of funds, to provide safeguards for maintaining a procurement system of quality and integrity, and to foster effective competition that is fair and open. The Collier County Procurement Manual further establishes the procedures to be used in the procurement of goods and services in the county.

Links to all documents are available on the Procurement page of <https://www.colliercountyfl.gov/government/county-manager-operations/divisions/procurement-services/policies-and-procedures>

## Ethical Standards

Collier County shall conduct the contracting process in an ethical, fair and transparent manner. The ethical standards have been established in Florida Statutes and Collier County ordinances and procedures set below:

- a. Vendors and County employees shall adhere to the ethical standards outlined in the Collier County Procurement Ordinance, Section Seven;
- b. For procurement contracts, vendors who violate ethical standards may be subject to Suspension and Debarment as provided in Collier County Procurement Ordinance, Section Twenty-Eight; and
- c. Vendors doing business with Collier County shall comply with the provisions of Section 287.133, Florida Statutes (“Public Entity Crimes Act”).

Members of the public rightly expect the highest levels of ethical standards from all levels of government. As a result, Collier County takes any suggestion of anti-competitive, collusive, dishonest or corrupt behavior very seriously. All suppliers are expected to maintain the highest standards of behavior and avoid all conduct that does not promote fair competition and dealings. Anything that may be construed as an attempt to gain preferential treatment is strictly prohibited.

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

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

- b. No Contractor shall submit false information or intentionally submit misleading information to Collier County.
- c. After the issuance of any solicitation or during renegotiation of an existing contract, no prospective Contractor or any person acting on their behalf shall contact, communicate with or discuss any matter relating to the solicitation or renegotiations with any Collier County employee or elected or appointed official, other than the Procurement Director or her designees. This prohibition ends upon execution of the final contract or when the solicitation has been canceled or the renegotiation is terminated. Renegotiation will be deemed to have terminated upon vote of the Collier County Board of Commissioners or written notice from the Procurement Director.
- d. Any firm that lobbies any Collier County employee or elected or appointed official while a solicitation is in process, up to the execution of either a contract or purchase order, will be subject to suspension and debarment outlined in Section Twenty-Eight of the Procurement Ordinance.
- e. Contractors who fail to comply with county ethical requirements may be subject to suspension and debarment as provided in Section Twenty-Eight of the Procurement Ordinance.

**QUICK TIP:** Be careful when approaching commissioners regarding procurement. Commissioners have strict conflict of interest rules governing their involvement in commercial dealings. Individual county departments are responsible for purchasing and tendering operations.

# THE PROCUREMENT PROCESS

## Monetary Thresholds

Collier County uses a variety of competitive and non-competitive methods to select suppliers. Section Ten, and Section Eleven, Procurement Methods of the Collier County Procurement Ordinance details all of the methods and types of solicitations used. In general, the following rules apply:

- Purchases up to \$3,000 are non-competitive and require one informal quote
- Purchases greater than \$3,000, up to \$50,000 require three quotes
- Purchases exceeding \$50,000 require a formal competitive solicitation

## Finding Competitive Bid Opportunities

Collier County uses web-based bidding services to make it easier for suppliers to immediately receive and respond to bidding opportunities. To participate in the competitive bid process, suppliers must register with BidSync. There is no cost to register. Once registered, Contractors receive automatic notifications of opportunities to do business with COLLIER County. To register, visit [www.bidsync.com](http://www.bidsync.com) and select "Get Started."

For technical assistance, contact BidSync Support at 800-990-9339, option 1, or email [support@bidsync.com](mailto:support@bidsync.com).

**QUESTION:** What is a solicitation?

**ANSWER:** Solicitation is the process of seeking information, proposals and quotations from suppliers. The solicitation process varies depending on the type of purchase or service.

## Solicitation Types

The types of solicitations used by Collier County include:

- Invitation to Bid (ITB) - Sealed bids are submitted in response to a formal invitation for bids and pricing is revealed only at the time and date set for the bid opening.
- Invitation for Qualifications (IFQ) – a competitive solicitation issued based on qualifications
- Quick Quote - used to solicit small dollar purchases under \$50,000
- Invitation to Negotiate (ITN) - a competitive negotiation process that is used when the procurement authority deems it is in their best interest to negotiate with offers to achieve “best value.” A form of source selection that is similar to the Request for Proposal process. A short list of acceptable proposers may be created.
- Request for Proposals (RFP) - used for soliciting proposals from potential providers of goods and services when price is not a primary evaluation factor.
- Request for Information (RFI) - used to gather information from potential providers of a product or service.
- Request for Professional Services (RPS) - used to solicit professional engineering, architectural, landscape architectural and survey and mapping services in accordance with 287.055 Florida Statutes (5).
- Professional Services Library - a group of firms selected to provide professional engineering, architectural, landscape architectural and mapping and surveying services on an on-going basis through continuing service contracts.

## Typical Formal Competitive Solicitation Process

County develops a solicitation based on a need.

The solicitation is advertised publicly.

Solicitation is accessed by interested Contractors through BidSync.

Proposal/bid packages are submitted completed by the Contractor and submitted to the County through BidSync.

County evaluates all responses/bids received and determines if responsible and responsive.

County ranks proposers and awards the solicitation to the top-ranked Proposer(s) or awards to lowest bidder.

Procurement Director issues a Notice of Recommended Award.

An agreement is negotiated and presented to the Board of County Commissioners for approval.

Purchase Order, if applicale with a Notice to Proceed, is issued and services may commence.



## **Bonds and Insurance Requirements**

**Bond:** A Contractor shall provide a surety bond from a surety company to guarantee full and faithful performance of a contract obligation and the payment of labor and material expended pursuant to a contract whenever and in such amounts as required by statute or otherwise deemed necessary by the Procurement Services Director to be held by the Clerk to the Board's Minutes and Records Department.

**Construction Contracts:** Fla. Stat. §255.05 requires that County construction or repairs of public building projects valued at \$200,000 require a bid bond at the time of bid submittal and performance and payment bond at the time of contract approval. The Contractor is required to provide the Procurement Services Division with a certified bond within five (5) days after the Notice of Recommend Award is posted. The Procurement Services Division will include the certified bond with the contract to be presented to the Board for approval.

**Contracts:** If required by the Contract, the Project Manager shall request the Contractor to provide the Procurement Services Division with a certified copy of the bond within 5 days after being notified of the Notice of Recommend Award. The bond will be included as part of the Purchase Order requisition.

**Insurance:** Evidence of insurance is required of Contractors to protect County assets, County employees and the public from losses for property damage, bodily injury, loss of use, business interruption and financial loss.

The amount of insurance coverage required for each contract will be specified by the County's Risk Management Division. Insurance certificates will be required and reviewed by Risk prior to the approval of any contract. During the life of the contract, the Contractor is required to maintain all the specified insurance requirements and provide current Certificates of Insurance when their insurance is renewed

# CONTRACT EXECUTION

## Contract Approval Process

Once a Contractor has been selected through the solicitation process, a contract is prepared for execution and approval by the Contractor and a representative of the county. The Contractor will be required to execute the document before it is placed on the Collier County Board of County Commissioners agenda for approval.

Depending on what type of entity the Contractor is, individual or corporate, will determine who is authorized to sign on behalf of the Contractor. Only someone legally authorized may sign a contract.

Following Collier County Board of County Commissioners approval, the Contractor will be mailed an original approved document. However, no compensable work may begin until the Contractor receives an approved purchase order for the work. Construction contracts may further require that the Contractor not begin work until receipt of a Notice to Proceed.

## Monitoring of Contract Performance and Deliverables

Monitoring of contract performance is a key function of efficient contract administration. It is essential to ensure that the Contractor is performing all duties in accordance with the Contract and the appropriate County staff members are aware of any developing problems or issues.

During the life of the Contract, the Project Manager (a/k/a Contract Administrative Agent) should communicate regularly with the Contractor, monitoring whether the goods and services required of the Contract are being provided in accordance with the Contract, and working to resolve any issues promptly. Whenever possible, the parties should seek to resolve disputes informally by direct discussion.

It is essential for the Administrative Agent to apply the Twelve Key Metrics that have been developed to assist in this effort and become part of any County/Contractor contract relationship.

### Twelve Key Metrics:

1. Customer Service - Provides excellent customer service to both the county staff and the public.
2. Contract Deliverables - Supplies the goods and services outlined in the agreement.
3. A Delivery Schedule - Maintains the agreed schedule and avoids delays.
4. Quality - Provides the highest level of quality of goods and services.

5. Billing and Invoicing - Submits detailed and accurate invoices matching the work performed.
6. Project Management - Consistently demonstrates the ability to stay on top of their process.
7. Subcontractor Management - Maintains a professional relationship with subcontractors.
8. Equipment and Resources - Provides the best available equipment to perform the work.
9. Materials Management - Demonstrates “best practice” in handling and storage.
10. Cost Control - Holds and manages cost to avoid exceeding budget projections.
11. Maintaining Technical Requirements - Monitors quality control of the products and process.
12. Safety Standards - Ensures staff is trained and properly equipped to perform the work safely.

## **Invoicing**

Following the completion of work in accordance with the contract requirements and issued purchase order, invoice requirements are:

- Purchase Order Number required
- Mailed/Emailed directly to Clerk ([bccapclerk@collierclerk.com](mailto:bccapclerk@collierclerk.com)) as a PDF attachment.
- Check your contract for other common provisions and requirements.

# **CONTRACT CHANGES, RENEWALS AND EXTENSIONS**

## **Amendments**

A contract amendment is used to make modifications to the agreement between the County and the Contractor. All contract amendments must be in writing and approved by all appropriate parties.

The following are examples of permitted contract amendments:

- Increase or decrease in quantity of a product beyond the contract amount
- Increase or decrease in frequency of a service
- Increase or decrease in locations to be serviced
- Increase or decrease in price (in accordance with the provisions outlined in the solicitation documents)

Changes to contract language.

An amendment is requested by the County's Administrative Agent/Project Manager and reviewed by the procurement team before being drafted and forwarded to the Contractor for approval. Amendments shall be approved in accordance with the contract approval process section.

## **Change Orders**

The County's Administrative Agent/Project Manager may issue a Change Order and submit to the Procurement Operations for approval. The Change Order must comply with the terms of the contract. An amendment is requested by the County's Administrative Agent/Project Manager and reviewed by the procurement team before being drafted and forwarded to the Contractor for approval. Amendments shall be approved in accordance with the contract approval process section.

## **Work Orders and Work Assignments**

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

Work Assignments through the Professional Service Library are administered by the Procurement Division under the protocol of the Procurement Ordinance Manual, Section 11a.

Procurement Method. The Project Manager will comply with the rotation process established in the contract and in the Procurement Ordinance Manual, Section 11a. Procurement Method.

## **Work Directives**

The Project Manager will issue a work directive as a temporary instrument in limited instances where a formal, immediate unilateral authorization to the Contractor is required to keep the project moving forward. Generally, the use of work directive changes shall be limited to construction services agreements and specifically work items defined to be on the critical path of the contract schedule. A written directive is issued by the Project Manager to a Contractor in instances where the parties cannot agree on prices and/or costs associated with work arising from differing, unforeseen or emergency site conditions or, there are circumstances that create a condition whereby the critical path of the project would be adversely affected if the work cannot move forward timely.

The Project Manager shall process a Change Order resulting from the issuance of a Work Directive and in accordance with the requirements of Procurement Ordinance, Section Nineteen, Subsection C., Contract Administration.

The Project Manager may issue a verbal Work Directive only in extraordinary emergencies which shall be followed up with a written Work Directive. The written document serves to ensure that the Contractor is acknowledging the action that is being taken in the Work Directive and that they agree upon a price. Regardless of the impact, the Project Manager shall negotiate a change order with the Contractor in follow-up to the work directive change.

## **Allowance**

If the Project Manager desires to use the allowance provided in the existing approved contract, the Project Manager will process a change order in the manner described under 15.2 of these procedures. If the Project Manager desires to reallocate funds between line items of the existing contract the Project Manager will prepare a Change Order that identifies the affected allowances, its current dollar values and the revised dollar amounts. The Procurement Services Director is authorized per the Procurement Ordinance, as amended, Section Nineteen, Contract Administration, subsection 3.c., to approve the reallocation of funds between line items without further Board approval.

## **Contract Renewals**

The Procurement Services Division handles the renewal of contracts. Contract renewals are only permitted as authorized in the original agreement and the Procurement Ordinance, as amended. The Project Manager shall approve the renewal of a contract and verify the Contractor has performed in a satisfactory manner. All contract renewals must be in writing and approved by all appropriate parties.

## **Contract Extensions**

Contract extensions for Board-approved contracts for commodities or non-construction services are only permitted as authorized in the original contract and the Procurement Ordinance, as amended.

Board Approved Contracts: The Procurement Contract Manager may authorize the extension for a period not to exceed six (6) months (cumulatively) be subject to the same terms and conditions set forth in the contract, **if the extension period is provided for in the original contract**. Any extension that exceeds six months (cumulatively) shall be approved by the Board of County Commissioners.

County Manager or Designee's Approved Contracts: The Procurement Contract Manager may authorize the extension for a period not to exceed six (6) months (cumulatively) subject to the same terms and conditions set forth in the contract if 1) the extension period is provided for in the contract, and 2) the extension will not increase the contract value in excessive of \$50,000, per fiscal year.

All extensions must be in writing and approved by all appropriate parties.

## **Contract Assumptions**

If a corporate entity vendor is merged with, acquired by or converted into another corporate entity, then an assumption of the Board-approved contract must be processed. The vendor must provide the County with copies of all documentation to evidence not only the corporate change, but any assignment, asset acquisition or other conveyance of the County's contract to the surviving corporate entity. Assumptions of Board-approved contracts must be similarly approved by the Board.

If a corporate entity vendor has a name change but the FEIN stays the same, the vendor must notify the County and provide adequate documentation from the Division of Corporations to evidence such a change. A new vendor number may be issued

## **Contract Disputes**

Should a Contractor payment dispute arise, the parties shall follow the process outlined in the Procurement Ordinance at Section Sixteen, subsection 5. Vendor Payment Dispute Resolution Process. For all other contract disputes follow the process established in the corresponding Agreement.

## **Contract Terminations**

County contracts include specific provisions for contract termination that describe under what circumstances a contract may be terminated. A "Termination for Convenience" may occur if the County's Administrative Agent/Project Manager determines that the goods and services

procured by the contract are no longer required. The County's Administrative Agent/Project Manager or Procurement Contracts Manager will notify the Contractor in writing to advise that the County is seeking to terminate the contract for convenience.

A "Termination for Cause" occurs if the Contractor has failed to deliver the goods and services in accordance with the contract, and the dispute resolutions referenced in the preceding section have failed to resolve the issue.

### **Suspension or Debarment**

The Project Manager will follow the County's suspension and debarment procedures for procurement contracts as provided in the Procurement Ordinance at Section 28, Debarment and Suspension. Monitoring of contract performance and deliverables, as stated in Section 18 above, is critical to establish the premises for a suspension or debarment. The causes for suspension or debarment include:

1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract.
2. Conviction under state or federal statutes of embezzlement; theft; forgery; bribery; falsification or destruction of records; receiving stolen property; or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a Collier County Contractor.
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals.
4. Persistent and repetitive violation of contract provisions.
5. Failure without good cause to perform in accordance with the specifications and/or budget or within the time limit provided in the contract.
6. A record of unsatisfactory performance in accordance with the terms of one or more contracts.
7. A documented history of significant deviation from contract specifications, engineering standards, design or material requirements or safety regulations.
8. Debarment by another governmental entity for any cause listed above or provided for in general law.
9. For violation of applicable ethics standards, including the ethical standards set forth in Chapter 112, Florida Statutes (6) and this section.

## **CONTACT**

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