

CLERK OF THE CIRCUIT COURT
PURCHASING POLICY

I. ESTABLISHMENT OF PURCHASING POLICY

It is the policy of the Clerk of the Circuit Court that the following Purchasing Policy will be followed unless exempted on a case-by-case basis by the Clerk of the Circuit Court.

II. RESPONSIBILITIES OF PURCHASING AGENT

The Purchasing Agent shall be responsible for the following:

- A. Seeking minimum expenditure: Act to procure for the Clerk of the Circuit Court the highest quality in supplies and contractual services at least expense to the Clerk of the Circuit Court.
- B. Encouraging competition: Endeavor to obtain as full and open competition as possible on all purchases and sales.
- C. Procedures: Establish and amend, when necessary, operational procedures for the implementation of the Purchasing Policy provided. Said procedures shall become effective only when approved in writing by the Clerk of the Circuit Court. Copies of the procedures shall be maintained on file in the office of the Purchasing Agent.
- D. Purchasing Analysis: Keep informed of current developments in the field of purchasing, prices, market conditions and new products, and secure for the Clerk of the Circuit Court the benefits of research conducted in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations having national recognition, and by private business and organizations.
- E. Forms: Prescribe and maintain such forms as shall be found reasonably necessary to the operation of this Policy.
- F. Vendor Certification: Document that vendors doing business with the Clerk of the Circuit Court have acknowledged their understanding and acceptance of the terms and conditions of the Clerk of the Circuit Court's Purchasing Policy and have agreed to abide by those terms.
- G. Bulk Purchases: Exploit the possibilities of buying "in bulk" so as to take full advantage of discount.
- H. Tax Exemptions: Act so as to procure for the Clerk of the Circuit Court tax exemptions to which it is entitled.
- I. Cooperation: Cooperate with using agencies so as to secure for the Clerk of the Circuit Court the maximum efficiency in budgeting and accounting.
- J. Disqualification of Bidders: Have the responsibility to ascertain the identity of all vendors who default their quotations or bids to the Clerk of the Circuit Court or fail to provide commodities and services required under contract. Further, to determine if said vendors shall be removed from purchasing consideration for a period of three years unless this prohibition is expressly waived by the Clerk of the Circuit Court.
- K. Inquiry and Control: Have full authority to question the quality, quantity, and kinds of items requisitioned in order that the best interests of the Clerk of the Circuit Court are served.
- L. To ensure all purchases of data processing equipment or material have been reviewed by the MIS Department. This review by MIS is for the purpose of assuring data processing purchases are made only after consultation with MIS.
- M. Oversight of the Purchasing function.

III. QUOTATIONS (PURCHASES BETWEEN \$0 - \$6,500)

All purchases of commodities and contractual services of a total estimated value over \$500 and less than or equal to the formal bid Limit of six thousand, five hundred dollars (\$6,500) may be made in the open market without formal public announcement and without formal bid. All purchases not requiring formal sealed bid shall be awarded by the Purchasing Agent to the qualified and responsive vendor submitting the lowest quote which meets all specifications. *(Updated Sept. 7, 2006)*

- A. Minimum Number Quotes: Open market purchases or sales in excess of \$500 but less than \$1000 shall be based on at least two (2) competitive documented verbal or written quotes. Open market purchases or sales from \$1000.01 to less than or equal to \$6,500 shall be based on at least three (3) competitive quotes and shall be awarded to the lowest qualified and responsive quote in accordance with the standards set forth in this Policy. *(Updated Sept. 7, 2006)*
- B. Solicitation of Quotes: The Department Director or Purchasing Agent may solicit either documented oral or written quotes for open market pricing or sale, using available bidders' and supplier lists. All oral quotes in excess of \$3,500 shall be confirmed in writing by the vendor prior to purchase. If the Director obtains quotes, those quotes will be documented and forwarded to the Purchasing Agent.
- C. Public Record: The Purchasing Agent shall keep a record of all open market quotes submitted and such records shall be open to public inspection after award has been made.
- D. Thresholds: *(Updated Sept. 7, 2006)*

Less than \$500	Open Market
\$500.01 to \$1000.00	2 Documented Verbal Quotes or Written
\$1000.01 to 3500.00	3 Documented Verbal Quotes or Written
\$3500.01 to \$6500.00	3 Written Quotes
\$6500.00	Formal/Advertise and Have Clerk Approval

IV. FORMAL COMPETITIVE THRESHOLD (PURCHASED IN EXCESS OF \$6,500)

- A. It is the intent of the Clerk of the Circuit Court to establish an amount of six thousand, five hundred dollars (\$6,500) as the formal competitive threshold for purchases. The established limit shall be applied to all methods of purchase including but not limited to competitive bids, competitive proposals and competitive selection and negotiation.
- B. All purchases subject to formal competition shall be awarded by the Clerk of the Circuit Court.
- C. Exception for single source commodities: Purchases of commodities and services from a single source may be exempted from formal competition upon certification by the Purchasing Agent of both of the following conditions:

1. The item(s) is the only one available that can properly perform the intended function(s);
2. The recommended vendor/contractor is the only one ready, willing and able to meet the Clerk of the Circuit Court's requirements.

All Single Source purchases in excess of the formal competitive threshold shall be exempt from formal competition by the Clerk of the Circuit Court. Purchases less than or equal to the formal competitive threshold may be exempted from competition by the Purchasing Agent as permitted by law. Any waiver of competition in a specific instance shall not serve to waive competition of future purchases of a similar or exact nature.

V. COMPETITIVE BID PROCESS

Any purchase of commodities or services costing in excess of the formal competitive threshold shall be accomplished by competitive sealed bid, by competitive selection and negotiation (per Section VII) or by competitive proposals (per Section VIII). Award of Bid Contract shall be made by the Clerk of the Circuit Court to the lowest qualified and responsive bidder unless an exception is granted. Bid limits for requirements utilizing federal or state funds will be those required by said agency granting the funds or the Clerk of the Circuit Courts requirements, whichever are more stringent.

A. Notice Inviting Bids:

1. **Announcement:** Notice inviting bids shall be publicly advertised or publicly posted by the Purchasing Agent or the Department in cooperation with the Purchasing Agent at least ten (10) days proceeding the last day established for the receipt of proposals.
2. **Scope of Notice:** The public notice required herein shall include a general description of the articles to be purchased or sold, shall state where bid instructions and specifications may be secured, and the time and place for opening bids.
3. **Bidder's List:** The Purchasing Agent shall solicit sealed bids to vendors/contractors by use of DemandStar by Oniva. The Purchasing Agent shall select the commodity code fit for the solicitation to ensure proper vendors/contractors are aware of sealed proposals. If a vendor/contract requests a copy of the bid instructions and specifications, a written request is necessary from the vendor/contractor and the Purchasing Agent shall furnish the request in a timely fashion. *(Updated January 1, 2005)*
3. **Bid Deposits:** When deemed necessary by the Purchasing Agent, bid deposits shall be prescribed in the public notices inviting bids. Said deposits shall be in the amount equal to five percent of the bid submitted. The Purchasing Agent shall have the authority to return the deposits of all bidders excepting that posted by the apparent lowest, qualified and responsive bidder prior to award of bid contract by the Clerk of the Circuit Court. A successful bidder shall forfeit any deposit required by the Purchasing Agent upon failure on the vendor's part to enter into a contract within ten (10) working days after written notice of award.

4. Bid Addenda: An addendum to a specification shall be defined as an addition or change in the already prepared specifications for which an invitation has been mailed for formal quotations or an announcement has been posted for a formal sealed bid.
 - a. Any addendum to a request for formal sealed bids shall be approved by the Clerk of the Circuit Court of designee and the Purchasing Agent. The addendum shall clearly point out any addition or change to the specifications.
 - b. The Purchasing Agent shall be responsible for insuring that all prospective bidders who have received specifications are notified of the addendum in writing prior to opening of bids.

B. Procedure for Bids:

1. Sealed Bids: Sealed bids shall be submitted to the Purchasing Agent and shall be clearly identified as bids on the outside of the sealed envelope.
2. Opening: Bids shall be opened publicly at the time and place stated in the public notices.
3. Tabulation: A tabulation of all bids received shall be made by the Purchasing Agent and shall be available for public inspection.

C. Tie Bids: Where there are low tie bids and any one of the low qualified vendors has a principal place of business located in Collier County, the bid shall be awarded to the local bidder.

D. Rejection of Bids and Negotiation:

1. The Clerk of the Circuit Court shall have the authority to reject any and all bids.
2. If the lowest and most responsive bid exceeds the budgeted amount and the Clerk of the Circuit Court does not make additional funds available, the Purchasing Agent may negotiate changes with the low qualified bidder that will bring prices into budgeted limits, or the item(s) may be re-publicized for bidding after making sufficient changes within the limit of the money available.
3. If no bid is received, the Clerk of the Circuit Court may authorize the Purchasing Agent to purchase by negotiation under conditions most favorable to the public interest and when said purchase will result in the lowest ultimate cost of the commodities or services obtained.

E. Waiver of Irregularities: The Clerk of the Circuit Court shall have the authority to waive any and all irregularities in any and all formal bids.

F. Award of Bid Contract: The Clerk of the Circuit Court shall execute formal contracts having a binding effect upon the Clerk of the Circuit Court office. Formal, bilateral contracts shall not be required where a purchase order is sufficient. A formal contract shall be awarded by the Clerk of the Circuit Court to the lowest qualified and responsive bidder. In addition to the price there shall be considered the following:

1. The ability, capacity and skill of the bidder to perform the contract.

2. The ability of the bidder to perform the contract within the time required or the least time, if appropriate, without delay or interference.
3. The experience and efficiency of the bidder.
4. The quality and performance of previous contracts awarded to the bidder.
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
6. The quality, availability and adaptability of the commodities or contractual services to the particular use required.
7. The ability of the bidder to provide future maintenance and service (where applicable).
8. Any other factor deemed appropriate by the Department or Purchasing Agent.

All recommendations for award for bid contract will be reviewed and approved by the Purchasing Agent prior to the presentation to the Clerk of the Circuit Court.

VI. PROCUREMENT OF PROFESSIONAL SERVICES

- A. Because differences in price may only be a minor concern compared to qualitative considerations, professional services may be exempted by the Purchasing Agent from the competitive bidding process. Instead, professional services may be acquired through one of the following methods:
 1. Competitive Selection and Negotiation.
 2. Competitive Proposals (pursuant to Section VIII).
- B. A professional service shall be defined as assistance obtained in support of the Clerk of the Circuit Court operations from an independent contractor in one or more of the following professional fields:
 1. Audit and Accounting Services – auditors and accountants (excepting the selection of the annual auditor which shall be conducted as per Section 11.45, F.S.).
 2. Consultants- planning, management, technological or scientific advisors.
 3. Financial Services- financial advisor and investment services.
 4. Legal Services- attorneys and legal professionals.
 5. Medical Services- medicine, psychiatry, dental, hospital, and other health professionals.
- C. Final selection of the professional service provider (award of contract) shall be made by the Clerk of Court.
- D. Purchases for all professional services estimated to be less than the formal competitive threshold may be approved by the Purchasing Agent, as permitted by the law.
- E. Request for outside legal services will be referred to the Clerk of the Circuit Court for review and comment as to whether said services are necessary and/or appropriate. Request for outside legal services may be exempted from formal competition by the Clerk of the Circuit Court.

VII. COMPETITIVE PROPOSALS

- A. The Competitive Proposals process is a method of contract selection that may be utilized by the Purchasing Agent under circumstances where one or more of the following conditions exist:
 - 1. Where qualitative considerations are of equal or greater concern than pricing considerations.
 - 2. Where the conditions of the purchase do not lend themselves to the formal bid process or the award of a firm, fixed fee contract.
 - 3. Where the Clerk of the Circuit Court is incapable of specifically defining the scope of work for which the commodity(s) or service(s) is required and where the qualified offeror is asked to propose a commodity(s) or service(s) to meet the needs of the Clerk of the Circuit Court.

- B. For purchases in excess of the formal competitive threshold and where appropriate or required by law, the Competitive Proposals process will be utilized as follows:
 - 1. A request for Proposals (RFP) will be prepared and distributed. Notice of said request(s) shall be publicly posted or advertised by the Purchasing Agent at least 21 calendar days preceding the last day established for the receipt of proposals.
 - 2. Each Request for Proposals shall identify the appropriate general evaluation process to be applied to the selection of the best proposal among the respondents.
 - 3. Prior to the announcement and distribution of the RFP, the Clerk of the Circuit Court may empower a selection committee to designate and rank the top three proposals prior to the commencement of negotiations and to negotiate a tentative agreement, subject to award by the Clerk of the Circuit Court.
 - 4. Proposals may be solicited and/or received in one or more steps as permitted by law and deemed appropriated by the Purchasing Agent.

- C. For purchases in excess of the formal competitive threshold, final selection of the awardee will be made by the Clerk of the Circuit Court.

VIII. Unused

IX. PAYMENT OF INVOICES

- A. It is the intent of the Clerk of the Circuit Court that all agencies under its purview are in compliance with Section 218.70 F.S., otherwise known as the "Florida Prompt Payment Act". Pursuant to this, the requirements of the section shall apply to the following transactions:
 - 1. The purchase of commodities and services;
 - 2. The purchase or lease of personal property;

- B. It shall be the responsibility of the Collier County Accounting Department, in consultation with the Purchasing Agent to establish, distribute and administer procedures for the timely payment of all transactions as defined under XI. A hereof. Such procedures shall include, but not be limited to the following:
 - 1. Formally defining the Clerk's requirements for the content and submission of a proper invoice, codifying the Clerk's payment requirements and formally notifying each vendor of their availability.
 - 2. Steps required for the receipt of all invoices and prompt return of improper invoices.
 - 3. Steps required for the resolution of payment disputes between the Clerk and a vendor.

X. PAYMENT OF DUES FOR MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

Payments may be made for dues for membership in a profession or other organization provided that such expenditure meets the following criteria:

1. Such membership is deemed necessary to meet duties and responsibilities required by Federal, State or local mandates or to facilitate proper professional development.
2. The organization of membership is of non-profit nature.
3. Sufficient funds are available within the proper appropriation unit/summary code.

XI. STANDARDIZATION, COOPERATIVE PURCHASING AND GOVERNMENT CONTRACTS

- A. Where standardization is determined to be desirable by the Purchasing Agent, the purchase of commodities may be made by negotiation with the approval of the Clerk of the Circuit Court.
- B. The Purchasing Agent shall have the authority to join with other units of government in cooperative purchasing ventures when in the best interests of the Clerk's office. If funds have already been budgeted, no further action will be required.
- C. Purchases made under the State of Florida and Federal GSA contracts will be governed as follows:

Above \$500: Require two (2) quotes and approval by the Clerk of the Circuit Court.

\$500 or less: Require the prior approval of the authorized signatory.

This threshold is consistent with quote thresholds. (*Updated 09/07/06*)

XII. CONTRACT ADMINISTRATION

- A. Contract Document: Every procurement of contractual serviced or commodities shall be evidenced by a written document containing all provisions and conditions of the procurement. Said document shall include, but not limited to:
 1. A listing of the scope of services to be performed or commodities to be purchased.
 2. If appropriate a provision specifying the criteria and the final date by which must be met such criteria for completion of the contract.
 3. A provision specifying the terms of cancellation by the Clerk of the Circuit Court and where applicable, a provision specifying the terms of renewal.
 4. Where applicable, a provision establishing the appropriate types and levels of insurance to be carried by the vendor. Said provision shall be employed in a manner consistent with minimum insurance standards approved by the County's Risk Management department.
 5. Where applicable, pursuant to Section 287.32 F.S., a provision requiring the contractor/vendor to inform the Clerk of the Circuit Court if he/she has been convicted of a public entity crime subsequent to July 1, 1989.

A purchase order that embodies these provisions shall be sufficient documentation of the procurement.

- B. Contract Manager: Every procurement of services shall be administered by the using division.
- C. Contract Approval: All formal, bilateral contracts for commodities and services shall be authorized by the Clerk of the Circuit Court.

XIII. PERFORMANCE AND PAYMENT BONDS

A contractor or vendor shall provide a surety bond from a surety company to guarantee full and faithful performance of a contract obligation and the payment of labor and material expended pursuant to a contract whenever, and in such amounts, as required by statute or otherwise as deemed necessary by the Purchasing Agent. An irrevocable letter of credit from a financial institution operating within the State of Florida may be sufficient in place of the performance bond if so provided for the bid contract documents.

XIV. UNAUTHORIZED PURCHASES

No employee shall intentionally order, other than by Field Purchase Order, the purchase of any commodities or services, or make any contract within the purview of this policy other than through the Purchasing Agent. Any purchase order or contract made contrary to the provision hereof shall not be approved and the Clerk of the Circuit Court shall not be bound thereby. All purchases made within the provisions of this Policy shall be made with a Field or Regular Purchase Order, whichever is appropriate.

XV. PROHIBITION AGAINST SUBDIVISION

No contract or purchase shall be subdivided to avoid the requirements of this policy.

XVI. PROTEST OF BID OR PROPOSAL AWARD

The purpose of this section is to accommodate legitimate protests concerning formal competitive invitations and recommended contract awards above the competitive bid or proposal thresholds prior to award of contract by the Clerk of the Circuit Court.

- A. Any actual or prospective bidder or respondent to a Request for Proposals, who alleges to be aggrieved in connection with the solicitation or award of a contract, (hereafter referred to as "the protesting party") may protest to the Purchasing Agent, who shall serve as the sole recipient of any and all notices of intent to protest and all formal protests.
- B. All formal protests with respect to an Invitation for bids or a Request for Proposals shall be submitted to the Purchasing Agent in writing prior to the opening of bids or the closing time for acceptance of proposals. The Purchasing Agent, in consultation with the contract manager, shall have the authority to address all such protest received under subsection B. and to determine whether postponement of the bid opening or proposal closing time is appropriate.
- C. Any actual or prospective bidder or respondent to a Request for Proposals who desires to formally protest a recommended contract award shall submit a notice of intent to protest to the Purchasing Agent within two (2) calendar days, excluding weekend and County holidays, from the date of the initial posting of the recommended award.

- D. All formal protests with respect to a recommended contract award shall be submitted in writing to the Purchasing Agent for the response. Said protests shall be submitted within five (5) calendar days, excluding weekend and County holidays, from the date that the notice of intent to protest is received by the Purchasing Agent.

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

1. The bid number and title.
 2. The name and address of the protesting party.
 3. Statement of disputed issues of material fact. If there are no disputed material facts, the written letter must so indicate.
 4. A concise statement of the ultimate facts alleged and of any relevant rules, regulation, statues, and constitutional provisions entitling the protesting party to relief.
 5. A demand for the relief to which the protesting party deems himself entitled.
 6. Such other information as the protesting party deems to be material to the issue.
- E. In the event of a timely protest of contract award consistent with the requirements of this section, the Purchasing Agent shall no proceed further with the award of the contract until all appropriate administrative remedies as delineated under Section XIV have been exhausted or until the Clerk of the Circuit Court make a determination on the record that the award of a contract without delay is in the best interests of the Clerk's office.
- F. The Clerk of the Circuit Court shall review the merits of each timely protest and, in consultation with the Purchasing Agent issue a decision stating the reasons for the decision. Said decision shall be in writing and mailed or otherwise furnished to the protesting party. The decision of the Clerk of the Circuit Court shall be final and conclusive.
- G. In the event of a subsequent objection pursuant to subsection F, the Clerk of the Circuit Court shall have the discretion to appoint an independent hearing officer to review the facts relevant to the protest. The appointed officer will have a maximum of 60 days to schedule and conduct a hearing into the matter and issue a finding of fact and an opinion in writing to the Clerk of the Circuit Court. Prior to commencement of the hearing, the protesting party shall be required to post a cash surety in a amount equal to one (1) percent of the Purchasing Agent's estimate of the contract amount or one-thousand dollars (\$1,000), whichever is less. Should the Hearing Officer find in favor of the Clerk of the Circuit Court the protesting party shall forfeit the surety as partial payment for undo delay. Otherwise, the surety will be returned to the protesting party.
- H. Failure to file a formal protest within the time and manner prescribed by Section XVI shall constitute a waiver of the right to protest by any protesting party as defined by subsection A of this section.

XVII. CONTRACT CLAIMS

The purpose of this section is to establish procedures for the resolution of claims against the Clerk of Courts relating to a contract awarded by the Clerk of the Circuit Court.

- A. Any party (herein referred to as the “contractor”) that has entered into an agreement with the Clerk of the Circuit Court for the provision of commodities and/or services and alleges to be aggrieved in the performance of said agreement may file a contract claim with the Purchasing Agent.
- B. All claims by a contractor against the Clerk of the Circuit Court relating to a contract shall be submitted in writing to the Purchasing Agent for a decision. Claims include (but are not limited to) disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission. The claim shall contain, but not be limited to the following information:
 - 1. The contract number and title.
 - 2. The name and address of the contractor.
 - 3. Statement of disputed issues of material fact. If there are no disputed material facts, the written letter must so indicate.
 - 4. A concise statement of the ultimate facts alleged and of any relevant contractual provisions, rules, regulations, statutes, and constitutional provisions, rules, regulations, statutes, and constitutional provisions entitling the contractor to relief.
 - 5. A demand for the relief to which the contractor deems himself entitled.
 - 6. Such other information as the contractor deems to be material to the issue.
- C. The decision of the Clerk of the Circuit Court shall be issued in writing and shall be mailed or other wise furnished to the contractor. The decision shall state the reason(s) for the decision reached and specify the contractor’s rights of appeal under subsection C of this section.
- D. If the Clerk of the Circuit Court does not issue a written decision regarding any contract dispute within thirty (30) days after written request for a decision, or within such longer period as may be agreed upon between the contractor and the contract manager, the contractor may proceed as if an adverse decision had been received.
- E. The Clerk of the Circuit Courts’ decision shall be final and conclusive unless, within five (5) calendar days from the date of the contractor’s receipt of the decision, the contractor delivers a written appeal to the Clerk of the Circuit Court.
- G. In the event of a subsequent appeal pursuant to Subsection E, the Clerk of the Circuit Court shall have the discretion to appoint an independent hearing officer to review the facts relevant to the claim. The appointed officer will have a maximum of 60 days to schedule and conduct a hearing into the matter and issue a finding of fact and an opinion in writing to the Clerk of the Circuit Court.

XVIII. EMERGENCY PURCHASES

- A. By Clerk of the Circuit Court: In case of an emergency which requires immediate purchase of commodities or services in excess of the formal competitive threshold, the Clerk of the Circuit Court shall be empowered to authorize the Purchasing Agent to secure by open market procedure as herein set forth, any commodities or services. The Clerk of the Circuit Court shall have the authority to act in the case of any emergency including the issuance of emergency change orders/supplemental agreements.

XIX. INSPECTION AND TESTING

The Purchasing Agent shall inspect, or supervise the inspection of, or cause to be inspected, all deliveries of supplies or services to determine their conformance with the specification set forth in an order or contract.

- A. Inspection by using Department: The Purchasing Agent shall have the authority to authorize using departments having the staff and facilities for adequate inspection to inspect all deliveries made to such using agencies under rules and regulation which the Purchasing Agent shall prescribe.
- B. Testing: The Purchasing Agent shall have the authority to require chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with specifications. In the performance of such tests, the Purchasing Agent shall have the authority to same use of laboratory facilities of any agency of the County or of any outside laboratory.

XX. SURPLUS SUPPLIES AND TANGIBLE PERSONAL PROPERTY

All departments shall submit to the Director, at such times and in such form as shall be prescribed, reports showing stocks of all tangible personal property which are no longer used or which have become obsolete, worn out or scrapped.

- A. Transfer: The Purchasing Agent shall have the authority to transfer surplus stock to other using departments or to the County Purchasing Department if no longer usable.

XXI. CENTRAL STORES

The Purchasing Agent shall control and supervise storerooms and shall administer the same.

XXII. COPIER PROGRAM

All common photocopying functions will be under the direction of the Purchasing Agent. The Purchasing Agent carry out the responsibilities for the purchasing equipment the supplies, regulations, service and maintenance, maintaining records and where necessary with furnishing the Bookkeeping Department with necessary data to equitably charge using departments for copying services.

XXIII. PRICE AGREEMENT CONTRACT PROCEDURE

Each Division Director shall have the authority to submit requisitions to the Purchasing Agent for supplies available under the terms of a "fixed price agreement" entered into in accordance with the terms of this Policy. This procedure is for cases where a limited number of vendors can perform a specific requirement and the vendor need to be utilized on a regular basis.

XXIV. SEVERABILITY

If any one or more of the provisions of this Policy should be held contrary to any provision of law or contrary to express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such provision(s) shall be null and void and shall be deemed severable from the remaining provisions of this policy and in no way shall affect the validity of all other provisions of this Policy