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Revised 10/21/08

State of Florida Supreme Court of Florida

STATE COURTS SYSTEM PURCHASING DIRECTIVES

SECTION 1: DEFINITIONS

1. Best Value: The highest overall value to the state based on objective factors that include, but are not limited to, price, quality, design, and workmanship.
2. Blanket Purchase Order: An arrangement under which a purchaser contracts with a vendor to provide goods or services on an as needed basis. It prescribes the contract term and the maximum amount of money which may be spent.
3. Certified Minority Business Enterprise: A minority-owned business which has been certified by the certifying organization or jurisdiction in accordance with sections 287.0943(1) and (2), Florida Statutes.
4. Commodity: Any of the various supplies, materials, goods, merchandise, food, equipment, information technology, and other personal property, including a mobile home, trailer, or other portable structure with floor space of less than 5,000 square feet, purchased, leased, or otherwise contracted for by the state.
5. Contract: An agreement between at least two parties. This agreement is usually evidenced in writing, enforceable by law, and contains at least the provisions of sections 287.058(a) through (f), Florida Statutes.
6. Contractor: A person who contracts to sell commodities or contractual services to a public entity.
7. Contractual Services: The rendering of a contractor's time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Such services may include, but are not limited to: evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged there under; and professional, technical, and social services. Contractual services do not include any contracts for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or other structure or other improvement to real property entered into pursuant to Chapter 255, Florida Statutes.

8. Contract Manager: A court employee within the court entity where a contract is to be performed, who is designated to enforce performance of the contract terms and conditions, serve as a liaison with the contractor, and approve all invoices prior to payment.
9. Court Entity: An organizational unit of the Judicial Branch of Florida as defined in Article V of the Constitution of the State of Florida that includes the Supreme Court, District Courts of Appeal, Circuit Courts, and County Courts or subunits thereof.
10. Courts System Contract Administrator: An employee within the Office of General Services of the OSCA who is responsible for maintaining contract files and financial information on all service contracts and who serves as liaison with the contract managers.
11. Emergency Purchase: A purchase necessitated by a sudden, unexpected turn of events such as acts of God, riots, fires, floods, accidents or any circumstances or causes beyond the control of the court, where delay for the purpose of conducting competitive bidding would be detrimental to the interest of the State.
12. Employee: An individual occupying an authorized State Courts System position or an approved Other Personal Service (OPS) position whose work is under the supervision and control of the employer.
13. Exceptional Purchase: A unique purchase that, due to exceptional circumstances or features, can be purchased without conformance to the Purchasing Directives.
14. Extension: An increase in the time allowed for the contract period due to circumstances which, without fault of either party, make performance impracticable or impossible, or which prevent a new contract from being executed.
15. Invitation to Bid (ITB): A written solicitation for competitive sealed bids. An ITB is used when the purchaser is capable of specifically defining the scope of work required in a contractual service or when precise specifications can be defined for a commodity or group of commodities.
16. Invitation to Negotiate (ITN): A written solicitation for competitive sealed replies for the purpose of selecting one or more vendors to negotiate for the procurement of commodities or contractual services.
17. Purchase Order: A contract that formally documents a purchase transaction with a vendor.
18. Purchasing Director: A SCS employee who is responsible for making legal commitments for the acquisition of goods and services on behalf of a court entity.

19. Request for Information (RFI): A written request for information to determine if product specifications have been developed or if qualified vendors exist to provide a particular product or service. An RFI is *not* a method of soliciting formal bids or proposals.
20. Request for Proposals (RFP): A written solicitation for competitive sealed proposals. An RFP is used when the purchaser has a general idea of what is required but cannot develop a well defined scope of all or precise specifications. An RFP is often used in the acquisition of services.
21. Requisition: A formal written request to procure commodities or services. Requisitions must be approved by an authorized person(s).
22. Sole Source Purchase: The purchase of a commodity or contractual service that is available from only one source.

SECTION 2: CODE OF ETHICS AND GENERAL PURCHASING POLICIES

2.1 CODE OF ETHICS

1. The Supreme Court recognizes that fair and open competition is a basic tenet of public procurement. Competition reduces the appearance of an opportunity for favoritism and inspires public confidence. Documentation of the acts taken and effective monitoring of procurement actions are important means of curbing improprieties and establishing public confidence in State Courts System (SCS) procedures for acquiring and managing commodities and contractual services. Therefore, it is essential for the SCS to adopt uniform purchasing policies.
2. Court employees are required to maintain complete independence and impartiality in dealings with vendors, both in fact and in appearance.
3. No court employee involved in the procurement process shall purchase, rent, or lease any realty, goods, or service for his or her court entity from any business in which the employee, employee's spouse, or child has a material interest. Nor shall a court employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the employing court entity.
4. Court employees directly or indirectly involved in the procurement process shall not accept for personal use anything of value offered from vendors.
5. Court employees shall adhere to all the standards of conduct specified in section 112.313, Florida Statutes.

2.2 POLICY STATEMENT

Good public procurement policy requires purchase of commodities and services of best value and that they be purchased as economically and expeditiously as possible. In administering a procurement program, employees who are authorized and responsible for obligating and expending public funds must be held to a high level of accountability. A procurement official must be courteous and objective with vendor representatives; develop clear, concise bid conditions and specifications; keep competition fair and open; and remain free from obligations to vendors.

2.3 SCOPE

All procurements for the SCS shall be in compliance with Chapter 25, Florida Statutes, and the Florida Rules of Judicial Administration. Procurements shall be consistent with the purpose and intent of Chapters 255 and 287, Florida Statutes, and with Chapter 60A-1, Florida Administrative Code, Rules of the Department of Management Services, unless otherwise specified in these Directives.

2.4 MANAGEMENT POLICIES

1. The purchase or acquisition by the SCS of all contractual services, supplies, capital outlay items, and other commodities required for the proper functioning of the SCS shall be governed by the Purchasing Directives adopted by the Supreme Court of Florida.

2. All formal solicitations, including Invitations to Bid (ITB), Requests for Proposals (RFP), Invitations to Negotiate (ITN), or Requests for Information (RFI) let by the Supreme Court or the OSCA, shall be reviewed by the Office of General Services. The Office of General Services will analyze all purchasing transactions, including contracts originated by the OSCA and the Supreme Court, for compliance with the law, these Directives, and sound business practices. Procurement requests not meeting the procedural requirements identified in these Directives will not be approved. The Marshals and Trial Court Administrators shall consult with the General Services Manager of the OSCA prior to issuing any formal solicitation.

2.5 CONFLICT OF INTEREST REQUIREMENT

In any procurement that is accomplished without competition, at or in excess of a \$25,000 purchase, the individuals participating in the development or selection of criteria for the evaluation, the evaluation process, and the award process shall attest in writing that they are independent of and have no conflict of interest with the entities evaluated and selected. Please use the form in **Appendix A** to document this requirement.

2.6 CONSOLIDATION OF GOODS AND SERVICES

The Office of General Services may consolidate or otherwise arrange for the purchase of goods and services in a manner which will ensure that the court receives maximum advantage of discount schedules in effect and available to the State of Florida. Means to accomplish consolidation may include program group bidding, supply store operation, price agreements, or other approved practices. No purchase shall be divided in order to circumvent bid requirements.

2.7 PURCHASING SYSTEM EVALUATION

It is the responsibility of the Office of General Services to evaluate the SCS purchasing system and make recommendations for improvement. The OSCA Office of General Services and the OSCA General Counsel will continuously monitor the overall court purchasing and contracting system to assure that maximum economy and efficiency result from operational policies and procedures. The OSCA shall make recommendations to the Chief Justice to revise or improve methods when appropriate.

2.8 DESIGNATION OF AUTHORITY

Unless otherwise directed by the Chief Justice/Chief Judge, the Purchasing Director for the Supreme Court shall be the OSCA General Services Manager, and the Marshal and Trial Court Administrators shall serve as the Purchasing Directors for their respective district courts of appeal and circuit courts.

2.9 MINORITY-OWNED BUSINESS ENTERPRISES

To the extent practical, all discretionary purchases should be procured from certified minority owned business enterprises.

SECTION 3: PROCUREMENT POLICIES AND PURCHASING THRESHOLDS

3.1 REQUIREMENTS FOR VARIOUS LEVELS OF PURCHASES

Less than \$500 – Purchases will be made in accordance with generally established good purchasing practices that will provide the best value to the SCS. Quotes are not required.

\$500 - \$2,499 – At least two quotes shall be obtained.*

\$2,500 - \$24, 999 - Obtain at least three written quotes.*

\$25,000 and above - Formal bidding required (ITB/RFP/ITN) Consultation with OSCA General Services Office required.*

*The purchase of certain goods or services does not require competitive quotes or bids. See Section 3.6, Exceptions to Bidding.

3.2 GENERAL PURCHASING PROCEDURES

1. **Procurement Tools:** The My Florida Market Place procurement system and the Purchasing Card Program (PCard) shall be the primary procurement tools used by the SCS for the purchase of non-contract commodities and services.

2. **Purchase Order:** The ability to produce paper purchase orders shall be maintained by the OSCA solely for emergency purchases, purchases from vendors that are not registered in the MFMP system, annual blanket purchase orders, and purchases that can be more efficiently accomplished through a manual process. All other court entities shall use the MFMP system or a State Courts System purchasing card. A purchase order is not required for purchases less than \$500 or for purchases made through the MFMP System or with a SCS purchasing card.

3.3 ACCOUNTING CONTROLS FOR GOODS AND SERVICES RECEIVED

1. **Invoice Processing:** In accordance with Section 215.422(1), Florida Statutes, goods and services received must be inspected and approved within five (5) working days, and vouchers filed with the Department of Financial Services within twenty (20) days after receipt of the invoice and the receipt, inspection, and the approval of the goods and services. The processing time limits begin to run when purchaser has received both the invoice and the underlying goods or services.

2. **Contract Payments:** In accordance with Chief Financial Officer Memorandum No. 02 (2003-2004), agencies which include the judicial branch for purposes of payment processing, are required to complete a Summary of Contractual Services Agreement/Purchase Order Form. See **Appendix B**. This form must be completed, including clear, detailed, specific and measurable deliverables that contain minimum performance standards, and submitted to the OSCA Finance & Accounting unit with all contract payment requests.

3. **Certificate of Contract Completion:** Upon completion of any contract covered by these Purchasing Directives, the contractor shall submit an invoice order to receive payment. Upon completion of a construction contract, the contractor shall certify, by affidavit, that the project has been satisfactorily completed, and that no legal encumbrances or other claims exist against the labor performed or materials used. See **Appendix C**. The affidavit shall be accompanied by a certification from the court entity after accepting the completed work. The documentation shall serve as authority for the Finance and Accounting Services Office to release payment to the contractor.

3.4 CONTRACTS

Contracts: Each procurement of contractual services in the amount of \$25,000 or more shall be evidenced by a written agreement embodying all provisions and conditions of the procurement of such services, which provisions and conditions shall, where applicable, include, but shall not be limited to:

- (a) A provision that bills for fees or other compensation for services or expenses be submitted in detail sufficient for a proper pre-audit and post audit.
- (b) A provision that bills for any travel expenses be submitted in accordance with s. 112.061. A court entity may establish rates lower than the maximum provided in s. 112.061.
- (c) A provision allowing unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from 2.420 Rule of Judicial Administration.
- (d) A provision dividing the contract into units of deliverables, which shall include, but not be limited to, reports, findings, and drafts, that must be received and accepted in writing by the contract manager prior to payment.
- (e) A provision specifying the criteria and the final date by which such criteria must be met for completion of the contract.
- (f) A provision specifying that the contract may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever period is longer, specifying the renewal price for the contractual service as set forth in the bid, proposal, or reply, specifying that costs for the renewal may not be charged, and specifying that renewals shall be contingent upon satisfactory performance and subject to the availability of funds.

In lieu of a written agreement, the court entity may use a purchase order for classes of contractual services, if the provisions of paragraphs (a) – (f) are included in the purchase order or solicitation. The purchase order must include, but need not be limited to, an adequate description of the services, the contract period, and the method of payment. In lieu of printing the provisions of paragraphs (a) – (f) in the contract document or purchase order, the court may incorporate the requirements of paragraphs (a) – (f) by reference.

3.5 SOLE SOURCE/ EXCEPTIONAL PURCHASE

All single procurements from a single source or made as an exceptional purchase shall be evidenced by a completed single source/exceptional purchase form. See **Appendix D**. All sole source or exceptional purchases of \$25,000 or more shall require the Chief Justice's or Chief Judge's approval. Sole source or exceptional purchases of less than \$25,000 require the appropriate purchasing director's approval.

Single source and exceptional purchases must be justified in writing to be in the best interest of the State Courts System. Courts are encouraged to purchase from state term contracts, state purchasing agreements, SCS contracts, GSA Cooperative Purchasing Agreements, or other competitively procured contracts when available.

Justifications for exceptional purchases should be detailed and must include an analysis of one or more of the following factors:

- specifications differ from contract commodities of services
- product quality,
- critical delivery schedule
- compatibility with existing goods or services
- availability of service
- applications or unique technical requirement
- legislative directive
- prior experience of vendor in particular field which results in cost savings to the court.

3.6 EXCEPTIONS TO BIDDING

The following services, commodities, and circumstances do not require competitive quotes or bids, but good purchasing practices still apply:

1. Emergency purchases
2. Sole source purchases
3. Items included under a State of Florida Contract or Purchasing Agreement
4. General Services Administration (GSA) pricing schedules that permit cooperative purchasing
5. Artistic services
6. Academic program reviews
7. Lectures by individuals
8. Auditing services
9. Legal services, including attorney's, paralegal, expert witnesses, appraisal, or mediation services
10. Health services involving examinations, diagnosis, treatment, prevention, medical consultation, or administration
11. Services provided to persons with mental or physical disabilities
12. Family placement services

13. Prevention services related to mental health
14. Medicaid services delivered to eligible Medicaid recipients
15. Training and education services provided to injured employees
16. Services or commodities provided by other governmental agencies
17. Contracts with any political subdivision or state funded post secondary Educational institution or with any independent, non-profit college or University which is located in the State of Florida and accredited by the Southern Association of Colleges and School
18. Contracts for services between the National Center for State Courts or the Council of State Governments
19. Items covered by purchasing agreements
20. Items covered by maximum price regulations
21. Items covered by other formal agreements entered into by the SCS
22. Instances in which only one response to a formal solicitation is received
23. Instances in which no response to a formal solicitation is received

3.7 COOPERATIVE PURCHASING

When it is cost effective and in the interest of the judicial branch, entities within the State Courts System may purchase commodities or services from contracts that are competitively established by other governmental entities. Other governmental entities may purchase commodities or services from contracts that are competitively established by a State Courts System entity. The contract must contain specific language or other legal authority authorizing third parties to make purchases from the contract, with the vendor's consent.

SECTION 4: MYFLORIDAMARKETPLACE

4.1 MY FLORIDA MARKET PLACE(MFMP)

The My Florida Market Place procurement system and the Purchasing Card Program (PCard) shall be the primary procurement tools used by the SCS for the purchase of non-contract commodities and services. MFMP, maintained by the Department of Management Services, is the State of Florida's online exchange for buyers and vendors. It is an online source for centralized procurement activities and interactions between vendors and state government entities.

4.2 CHAIN OF APPROVAL

Each trial and appellate court shall establish an approval chain that must, at a minimum, include one Requisitioner and one Approver. Additional requisitioners and levels of approval may be added at the discretion of the court.

4.3 ONE PERCENT TRANSACTION FEE

Vendors that participate in the MFMP system agree to pay a 1% transaction fee unless the transaction is deemed exempt by Rule 60A - 1.032, Florida Administrative Code. See **Appendix B**.

4.4 TRANSITION PERIOD

All courts/units that have been approved to issue paper purchase orders shall discontinue this practice by the following dates:

Office of the State Courts Administration (OSCA), except the General Services Unit - August 1, 2008.

Supreme Court Marshal's Office, District Courts of Appeal, Clerk of the Florida Supreme Court, and Florida Supreme Court - December 1, 2008.

All Trial Courts – January 1, 2009.

After the above dates, the MFMP and PCard systems are to be the primary purchase tools utilized. See Section 4.2 (2) for more information related to the use of paper purchase orders.

4.5 PURCHASE CARDS

State Court System purchasing cards may not be used to pay for goods or services in the MFMP System.

* See Section 5, State Courts System Purchasing Card for allowable uses.

SECTION 5: STATE COURTS SYSTEM PURCHASING CARD

5.1 PURPOSE OF THE PURCHASING CARD

1. The State of Florida purchasing card is a Visa credit card issued by Bank of America to state employees to make authorized purchases on behalf of the state. The purchasing card is used by the State Courts System (SCS) to facilitate the purchase of small dollar goods and services. Purchasing card charges are electronically processed, approved and paid in the Purchasing Card Module in FLAIR. The procedures of the SCS Purchasing Card Program are outlined in the SCS Purchasing Card Program Plan.
2. The SCS Purchasing Card Program is administered by the SCS Purchasing Card Administrator (PCA) located in the Administrative Services Division of OSCA. The PCA monitors the Purchasing Card Program and ensures that key controls are in place.

5.2 PURCHASING CARD USE

1. The cards assigned will have a maximum monthly limit of \$25,000 per card and a maximum of \$2,499 per transaction. The individual purchase threshold of \$2,499 may be increased, as needed, with prior justification submitted to the Purchasing Card Administrator. The \$25,000 threshold may be temporarily increased during emergency situations.
2. Purchases must be procured and paid in accordance with the Purchasing Directives and SCS procedures.
3. The purchasing card is to be used for official state business only. Personal use of the purchasing card is not allowed.
4. The purchasing card may be used for certain travel expenses for official state business in accordance with the SCS Purchasing Card Program Plan. Cardholders may use the purchasing card to purchase their own travel services, or cardholders may be designated as travel agents to purchase travel services for others. Cardholders must be approved to use the purchasing card for travel on their Purchasing Card Profile and Access Request Form and take the Purchasing Card for Travel Training. Travel services must be procured and paid in accordance with SCS procedures.
5. Purchasing card charges must be reviewed and approved in the Purchasing Card Module by an approver within the cardholder's unit.
6. Purchasing card charges must be supported by receipts and required documentation. The receipts and documentation must be submitted with the Monthly Paid Transactions Report (provided by the PCA) to the PCA in the General Services Office in accordance with the schedule outlined in the SCS Purchasing Card Program Plan. Designated staff in the Office of Finance and Accounting will reconcile the receipts to the Monthly Paid Transactions Report.

5.3 USER REQUIREMENTS

1. Users of the Purchasing Card Program include cardholders, delegates, approvers and payers as defined in the SCS Purchasing Card Program Plan.
2. Users must be employees of the Florida State Courts System. County employees are not allowed to participate in the Purchasing Card Program.
3. Users must be approved by their Chief Judge, Trial Court Administrator, Marshal or cost center manager.
4. Users are required to complete a Purchasing Card Profile and Access Request Form and obtain Purchasing Card Training before participating in the SCS Purchasing Card Program.

5.4 PURCHASING CARD SECURITY AND SAFEGUARDS

1. Cardholders are required to sign a Cardholder Agreement Form (**Appendix E**) certifying that they will only use the purchasing card to make authorized purchases for official state business in accordance with Florida Law, the Purchasing Directives and the Purchasing Card Program Plan.
2. Cardholders shall keep their card and card number secure. Cardholders shall not lend their card or card number to another individual.
3. Users must access the FLAIR Purchasing Card Module with their individual FLAIR user names and passwords. Users shall keep their passwords confidential and shall not share them. This is an internal control requirement to maintain the separation and integrity of the user roles in the Purchasing Card Module.
4. Users who misuse or abuse the Purchasing Card Program are subject to disciplinary action up to and including termination of employment and prosecution to the extent permitted by law.

SECTION 6: FORMAL SOLICITATIONS

6.1 GENERAL REQUIREMENT

All single purchases of \$25,000 or more on behalf of an individual court entity for a commodity, contractual service, or group of commodities/contractual services that are not exempt shall be made only after first securing formal competitive sealed bids/proposals. There are three types of procurement solicitation tools: Invitation to Bid (ITB), Request for Proposal (RFP), and Invitation to Negotiate (ITN).

6.2 INVITATION TO BID (ITB)

An Invitation to Bid is used when the purchaser knows exactly what is required. The bids are evaluated strictly against the General Terms, Special Conditions, and Specifications of the ITB. This is the most popular acquisition tool used in formal government procurement and is often used in acquisition of commodities.

6.3 REQUEST FOR PROPOSAL (RFP)

This tool is used when the purchaser has a general idea of what is required but cannot develop the entire Special Conditions and Specifications which could be used in an ITB. Each proposal is evaluated against each of the other RFP responses using a point system with points given each proposal by an evaluation team. This tool is more frequently used in the acquisition of services.

6.4 INVITATION TO NEGOTIATE (ITN)

This is an evolving process used when an ITB or RFP will not provide an appropriate mechanism to purchase the needed commodities or services. An ITN is used when a court determines that negotiations may be necessary to receive the best value. This tool brings together vendors that may be capable of providing the required commodities/contractual services. If one or more of the following criteria apply, an ITN is probably the most applicable purchasing method.

1. The scope of work for the contract cannot be accurately and completely defined by the court entity. This often occurs for acquisitions of rapidly changing technology, outsourcing, or complex services.
2. The commodities/contractual services can be provided in several different ways, any of which could be acceptable. This often occurs for acquisition of emerging technologies or complex services.
3. Contractor qualifications and the quality of the commodities/contractual services to be delivered can be considered more important than the contract price.
4. The expected responses may contain innovative solutions that differ from what the court entity may have requested. The ITN process allows for those types of alternatives to be considered.

6.5 ADVERTISING FORMAL SOLICITATIONS

1. All formal solicitations shall be advertised at least once in the Florida Administrative Weekly, a newspaper of general circulation, the DMS Vendor Bids system, or the MFMP system. The court entity shall give consideration to the complexity of the solicitation and give adequate notice, which shall be no less than ten (10) days prior to the date set for submission of an Invitation to Bid, and no less than twenty-eight (28) days prior to the date set for submission of a RFP or ITN.
2. The advertising requirement for formal solicitations may be waived or the time period shortened by the Chief Justice or Chief Judge if such action is in the best interest of the court entity. The conditions and circumstances necessitating a waiver or modified advertising period shall be documented and filed by the court.

6.6 LEGAL REVIEW

All formal solicitations by the Supreme Court and the OSCA shall be reviewed by the OSCA General Counsel. Formal solicitations by other court entities shall include a legal review as well. Draft contracts and contract amendments must also have a legal review. Purchasing officials who do not have local resources to conduct a legal review shall request assistance from the OSCA General Counsel.

6.7 BIDDERS CONFERENCE

A pre-bid/proposal conference may be held to provide potential respondents a forum to ask questions to gain a better understanding of the court entity's solicitation. The conference should not be mandatory unless special circumstances dictate. All attendees should be required to sign an attendance sign-in sheet which shall become a part of the bid/proposal file.

6.8 POSTING REQUIREMENTS

The purchasing director will advise vendors and other interested persons of the court entity's decision regarding bid awards by posting solicitation decisions or intended decisions on a centralized Internet website designated by the OSCA for this purpose. The notice of intent to award or bid tabulations shall contain the following statement: "Failure to file a protest within the time permitted by section 6.9, State Courts System Purchasing Directives, shall constitute a waiver of the right to protest."

Sealed bids or proposals received by a court entity pursuant to ITBs or RFPs are exempt from public disclosure until such time as the court provides notice of a decision or intended decision, or within ten (10) days after bid or proposal opening, whichever is earlier.

6.9 CONTRACT AWARD

The contract shall be awarded to the responsive and responsible bidder with the lowest price, to the negotiator with the best and final offer, or to the proposer with the highest ranking for the

commodities or contractual services. A contract may be awarded by purchase order or other written notice, except that every procurement of contractual services in excess of \$25,000 shall be evidenced by a contract. If the contract is terminated during the initial or renewal contract period, the award may be made to the next responsive offeror who agrees to hold the prices, terms, and conditions submitted in response to the original solicitation.

6.10 PROTEST PROCEDURES

1. Right to protest: Any bidder, offeror, or contractor who is adversely affected in connection with the solicitation or award of a contract and who wants to protest the decision or intended decision, shall file a written notice of protest with the pertinent purchasing official within seventy-two (72) hours after the posting of the court's decision or intended decision on the court entity's internet website. The written notice of protest may be filed in electronic format by e-mail. A formal written protest stating with particularity the facts and the law upon which the protest is based must be filed within ten (10) days after filing the notice of protest. Failure to file a notice of protest within seventy-two hours of posting or failure to file a formal written protest within ten days of the notice of protest shall constitute a waiver of proceedings under this provision. No time will be added to the above time limits for mail service. The seventy-two hour period excludes Saturdays, Sundays and legal holidays.

2. Stay of Procurement During Protest: In the event of a timely protest, the court entity shall not proceed further with the solicitation or award of the contract unless the Chief Justice or Chief Judge makes a determination in writing that awarding of the contract without delay is necessary to protect the court's substantial interest.

3. Authority to Resolve Protest: Within seven (7) days, excluding Saturday, Sunday, and legal holidays, of receipt of a formal written protest, the court entity shall provide an opportunity to settle a protest by mutual agreement. The appropriate trial court administrator, appellate court marshal, purchasing director, court counsel or general counsel shall have the authority to settle and resolve a protest of an adversely affected bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract. The Chief Justice or Chief Judge shall approve the decision as to whether the affected bidder, offeror or contractor, actual or prospective, will be entitled to relief.

SECTION 7: SPECIAL PURCHASING PROCEDURES

7.1 FIXED CAPITAL OUTLAY PROJECTS

1. All court entities are encouraged to follow the Department of Management Services *Professional Services Guide* for construction and fixed capital outlay projects. This guide furnishes information and guidance to state entities and Design Professionals in fulfilling both the contractual and the professional responsibilities to the State.

2. Payment for Fixed Capital Outlay Projects: Upon completion of a construction project, the contractor shall certify by affidavit that the work has been satisfactorily completed and that no legal encumbrances or other claims exist against the labor performed or materials used. See **Appendix F**.

7.2 EQUIPMENT LEASES

1. Equipment leases that have an annual cost of \$25,000 or more require approval by the Department of Financial Services. A checklist for requesting approval of the Department of Financial Services to lease equipment should be completed and submitted to the OSCA General Services unit for processing. This checklist is located at the following website: http://www.myfloridacfo.com/aadir/statewide_financial_reporting/finequipmentleasechecklist.doc

2. In computing the total lease cost to determine whether the annual lease equals or exceeds \$25,000, maintenance and other periodic equipment costs to be incurred by the lessee must be added to the lease payments. Equipment is defined as a functional unit and not as an individual component.

3. Regardless of the annual cost of the lease or the acquisition method, it is the responsibility of the respective court entity to evaluate and maintain documentation to support that a lease is economically prudent and cost effective.

7.3 PURCHASE OF INSURANCE

1. The State Risk Management Program: The Judicial Branch obtains insurance coverage from the State Risk Management Program. This program is established in Chapter 284, Florida Statutes, and is administered out of the State Risk Management Trust Fund. The Fund provides fire and extended coverage, flood insurance, sinkhole insurance, and rental insurance coverage for all state owned buildings and contents. The Fund also provides casualty claims coverage for all the following risks:

- Workers' compensation
- Federal civil rights actions
- General liability
- Fleet insurance
- Court-awarded attorney's fees

Premiums are adjusted annually on the basis of prior claim history and exposure base (e.g. number of full time equivalent employees).

2. Supplemental Insurance: The Department of Management Services purchases supplemental insurance coverage to meet unique needs not covered by the Risk Management Program. Supplemental insurance coverage is available in the following areas:

- Boiler and machinery
- Dishonesty and crime insurance
- Miscellaneous property and fine arts
- Accidental death and dismemberment for law enforcement officers
- Aircraft insurance
- Electronic data processing

3. The OSCA General Services Office serves as the Insurance Coordinator for the SCS. Questions regarding insurance coverage or the purchase of additional insurance should be directed to that office.

7.4 EXPERT WITNESS AND SOCIAL INVESTIGATION SERVICES

Issuing a purchase order or entering into a contract for expert witness and social investigation and study services will not be required when:

1. The total amount expected to be invoiced by an expert witness or social investigation and study vendor will be less than \$25,000 during a fiscal year, and
2. The presiding judge issues an order authorizing payment to the expert witness or social investigator, and
3. Payment of the expert witness or social investigation study is the responsibility of the Florida State Courts System.

7.5 TECHNOLOGY PURCHASES:

Information technology purchases that are made with state funds shall be reviewed and approved by the State Court System Chief Technology Officer prior to purchase. The review should ensure compatibility with SCS strategic information resource plans.

7.6 REAL TIME TRANSCRIPTION SERVICES FOR PERSONS WHO ARE DEAF OR HARD OF HEARING:

Vendors that provide real-time transcription services in court proceedings to ensure effective communication by a participant who is deaf or hard of hearing and entitled to auxiliary aids or services pursuant to Title II of the Americans with Disabilities Act of 1990, should be informed that they must comply with the Supreme Court Policy on Court Real-Time Transcription Services for Persons Who are Deaf or Hard of Hearing (**Appendix G**).

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