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| <b>Broward Behavioral Health Coalition, Inc.</b>      |                                     |
| <b>Policy Title: Procurement Policy</b>               |                                     |
| <b>Policy Number: BBHC.0023</b>                       | <b>Contract Section (s):</b>        |
| <b>Effective Date: January 17, 2013</b>               | <b>Revision Date: July 26, 2021</b> |
| <b>Responsible Department: Administration</b>         |                                     |
| Approved by: Silvia Quintana, Chief Executive Officer |                                     |
| Signature: _____<br><small>D999499950A143C...</small> | Date: <u>7/27/2021</u>              |

## I. Overview and Statement of Policy

The effective, efficient and transparent operation of Broward Behavioral Health Coalition, Inc. (BBHC) requires the existence of certain universally applied guidelines applicable to all employees and for all expenditures of funds. This procurement policy provides direction and guidance for the internal operations of BBHC, as it relates to the procurement of all goods and services, including, but not limited to, supplies, equipment, and professional and non- professional services.

No BBHC/Carisk, formerly known as Concordia, officer or employee shall purchase or procure any commodities or services or make any contract within the purview of this policy, unless there has been compliance with the requirements of this policy. Any purchase or procurement made, or contract executed, contrary to the provisions hereof shall be null and void, and BBHC shall not be bound thereby.

## II. Definitions

For the purpose of this procurement policy, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

- A. **ADDENDA or ADDENDUM** - Written or graphic instruments issued which clarify, correct or change the bidding documents or the contract documents.
- B. **ADVERTISEMENT** - A formal announcement of an invitation for a solicitation; usually placed on an Internet web-site.
- C. **BBHC BOARD** - The BBHC Board of Directors.
- D. **BBHC STANDARD COMMODITIES** - Those situations where BBHC has determined that a particular style, brand, make, or model is the only type that meets

BBHC's requirements for performance, compatibility or other salient characteristics.

- E. **BUSINESS LOCATION** - A permanent office or other site where the vendor operates, conducts, engages in, or carries on all or a portion of, its business. A post office box shall not be sufficient to constitute a BUSINESS LOCATION.
- F. **CHANGE ORDER** - Changes, due to unanticipated conditions or developments, made to an executed contract, which do not substantially alter the character of the work contracted for, and which do not vary so substantially from the original specifications as to constitute a new undertaking. The changes must reasonably and conscientiously be viewed as being in fulfillment of the original scope of the contract rather than as departing therefrom. Further, the changes, when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.
- G. **CHIEF PROCUREMENT OFFICER** - The Carisk Manager of Provider Relations is responsible for the procurement of commodities and services. BBHC's CEO or designee is ultimately responsible for the management and disposal of commodities.
- H. **COMMODITIES** - Personal property, including, but not limited to, goods, supplies, apparatus, equipment, material and other forms of tangible personal property.
- I. **CONTRACTOR** - Any person or business entity having a contract with BBHC.
- J. **COOPERATIVE PURCHASING** - Situations where BBHC participates in joint procurement of commodities or services with other entities within the state, to obtain lower prices through greater purchasing volume.
- K. **INVITATION FOR BID** - A written solicitation for competitive sealed bids with the title date and hour of the public bid opening designated therein and specifically defining the commodities or services for which bids are sought. The invitation for bid shall be used when BBHC is capable of specifically defining the scope of work for which a service is required or when BBHC can establish precise specifications defining the actual commodities required. The invitation for bid shall include instruction to bidders, plans, drawings and specifications, if any, bid form and other required forms and documents to be submitted with the bid.
- L. **INVITATION TO NEGOTIATE** - A written solicitation for competitive sealed replies to one (1) or more vendors with which to negotiate for the procurement of commodities or services.

- M. **QUOTATIONS** - Unsealed telephonic, facsimile or written bids for commodities or services.
- N. **REQUEST FOR LETTERS OF INTEREST** - A written solicitation for offers with the title, date and hour of the designated submission deadline. A request for letters of interests shall include, but is not limited to, general information and submission deadline. BBHC shall engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion.
- O. **REQUEST FOR PROPOSALS** - A written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for proposals shall include, but is not limited to, general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. BBHC may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.
- P. **REQUEST FOR QUALIFICATIONS** - A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include, but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. BBHC may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.
- Q. **RESPONSIBLE BIDDER, RESPONSIBLE OFFEROR, OR RESPONSIBLE PROPOSER** - A person or business entity having the capability in all respects to perform fully the contract requirements and sufficient experience, ability, reliability, capacity, facilities, equipment, financial resources and credit to give the BBHC a reasonable expectation of good faith performance, determined solely within BBHC's discretion.

- R. **RESPONSIVE BIDDER, RESPONSIVE OFFEROR, or RESPONSIVE PROPOSER** - A person who has submitted a bid, offer, or proposal that conforms in all material respects to the invitation for bid, request for letters of interests, request for qualifications, or request for proposals, determined solely within BBHC's discretion.
- S. **SERVICES** - The furnishing of labor, time or effort by a contractor, not involving the delivery of a specific end-product other than reports that are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.
- T. **SOLE SOURCE** - The commodities or services are available from only one responsible vendor.
- U. **SURPLUS PROPERTY** - Any personal property belonging to BBHC that is capable of being used but is in excess of the normal operating requirements of BBHC or which is no longer used or which has become obsolete, worn out or scrapped.

#### **A Lease Versus Purchase Analysis**

Federal Regulation 2 CFR 200.318(d) states: "The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach."

BBHC will perform a lease versus purchase analysis to determine the most economical approach for procurements of items that can be purchased or leased, such as copiers.

Per Federal Regulation 2 CFR 200.321, BBHC will take all necessary affirmative steps to assure that small, minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including the following:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in numbers 1-5 of this section.

**Competitive Bidding or Competitive Proposals Required, Exceptions.**

- A. A purchase of or contract for commodities or services that is estimated by the CEO to cost more than \$25,000 shall be based on competitive bids or competitive proposals, except as specifically provided herein.
- B. Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:
  1. **Emergency Purchases** - In urgent cases of compelling emergency that require the immediate purchase of commodities or services, the BBHC CEO is empowered to waive competitive bidding or competitive proposals and authorize the Chief Procurement Officer to secure by open market procedure any commodities or services, notwithstanding the estimated cost of the commodities or services.
  2. **Professional Services** - Contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, or competitive proposals, are exempt from this section. For purposes of this section, "professional services" shall include, but not be limited to, legal services, public relations services, and lobbying services.
  3. **BBHC Standard, Single-Source And Sole-Source commodities or services** - BBHC standard, single-source and sole-source commodities or services are exempt from this section.
  4. **Disaster Preparedness** - Contracts for and purchases of commodities or services that are made in contemplation and preparation for and in response to the occurrence of a natural or man-made disaster or civil unrest, where time or availability rather than price is the controlling factor, are exempt from this section.
  5. **Utilization Of Governmental Agencies' Contracts** - Commodities or services that are the subject of contracts with the state, its political subdivisions, or other governmental entities including the United States government, are exempt from this section, provided, however, that this division shall apply only if the contract expressly permits or if the awarding jurisdiction and/or the vendor agree to allow BBHC to purchase therefrom and if either: (i) the commodities or services are the subject of a price schedule negotiated by the state or federal government or by competitive bid by a governmental agency and not on any preference; (ii) or the price offered for the commodity or service exactly equals or is lower than the governmental contract from vendors awarded the governmental contract. Where an award is made

pursuant to this paragraph, the terms and conditions agreeable to BBHC may be used in lieu of those terms and conditions of the contract with the governmental agency.

6. **Cooperative purchasing** - Cooperative purchasing plans are exempt from this section.
7. **The following contractual services are not subject to the competitive procurement requirement:**
  - a. Academic program reviews or lectures or seminars by individuals;
  - b. Health services involving examination, diagnosis, treatment, prevention, medical consultation or administration as provided in §287.057(1)(f)(5), Florida Statutes;
  - c. Artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting and sculpture, photography, culinary arts, fashion design and the like.
  - d. Maintenance service of equipment. When considered to be in the best interest of the BBHC and recommended by the using agency and the services to be performed are by the equipment manufacturer, manufacturer's service representative or a distributor of the manufacturer's equipment, the services may be procured without following the competitive sealed bid process.
  - e. Advertising for the purpose of public notifications;
  - f. Utilities including, but not limited to electric, water and communications;
  - g. The foregoing enumeration of services deemed to be exempt from the competitive procurement requirements is not intended to be an exhaustive or exclusive list. The BBHC CEO or his or her designee may determine if a contractual service must be procured through the competitive procurement process if not expressly indicated herein;
  - h. Copyrighted materials, except computer software; and/or
  - i. Food, clothing and other promotional items purchased for resale or distribution to the public.
8. **Best Interest of BBHC** - Purchases of and contracts for commodities or services are exempt from this section when BBHC Board declares by a simple majority affirmative vote that the process of competitive bidding and competitive proposals is not in the best interest of BBHC. The BBHC

Board shall make specific factual findings that support its determination, and such contracts shall not be placed on the BBHC Board consent agenda.

- C. Any other provision of this policy to the contrary notwithstanding, BBHC purchasing shall be conducted in accordance with applicable state law.

#### **IV. Competitive Bidding Procedures**

The competitive bidding procedures below shall be followed:

- A. *Presentation to BBHC Board* - All competitive bidding or competitive proposal solicitations as defined in this policy shall be presented to the BBHC Board for their consideration prior to advertisement.
- B. *Advertisement for bids required* - Notice of the competitive bid shall be advertised in a manner to obtain maximum exposure and dissemination.
- C. (1) *Bid deposits* - When deemed necessary by the Chief Procurement Officer, bid deposits or sureties shall be prescribed in the public notice inviting bids. Unsuccessful bidders shall be entitled to return of the deposit or surety where the Chief Procurement Officer has required same. A successful bidder shall forfeit any deposit or surety required by the Chief Procurement Officer upon failure on its part to enter a contract within 15 days after the award.  
  
(2) *Sureties on performance* - For all competitive bids seeking commodities or services in excess of \$200,000 the Chief Procurement Officer or appropriate staff person shall include as a requirement of such advertised bids a performance bond in the total contract amount. Based on the approval of the CEO, the Chief Procurement Officer may require such performance bonds for bids seeking commodities or services in an amount of \$200,000 or less. The BBHC CEO shall have the discretion to waive the performance bond requirement in the event of an undue hardship or emergency. Any bonding company used must be listed on the United States Department of the Treasury's Circular 570. Additionally, the bonding company must be rated at least "A," Class VI, by Best's Key Rating Guide, published by A.M. Best Company, and be authorized to do business in the state.
- D. *Addenda* - Written addenda will be issued when changes, clarification or amendments to the invitation for bids are deemed necessary.
- E. *Bid opening procedure*.
  - 1. Bids shall be submitted sealed to the Chief Procurement Officer, at such location as otherwise designated in the bid, and shall be identified as bids on the envelope.

2. Bids shall be opened in public by the Chief Procurement Officer, or his or her designee, at the time and place stated in the public notice. All bids shall be publicly announced at the time of opening.
3. A tabulation of all bids received shall be posted for public inspection.
4. No late bids shall be accepted or opened, and, if received after the date and time called for in the bid notice, shall be retained unopened by the Chief Procurement Officer.
5. Failure to properly sign bids shall invalidate them and they shall not be considered.
6. The bids opened shall contain a copy to be filed with the Chief Procurement Officer.
7. The BBHC Board reserves the right to waive any irregularities in the bids, as determined by the Chief Procurement Officer.
  - A. *Rejection of bids* - The BBHC CEO and BBHC Board may reject any bids, parts of all bids or all bids for any one or more commodities or services included in the proposed contract when the public interest will be served thereby. The Chief Procurement Officer shall not accept a bid from a contractor who is in default on the payment of taxes licenses or other moneys due the BBHC.
  - B. *Contracts shall be awarded to the lowest responsive, responsible bidder* - In determining the "lowest responsive, responsible bidder," the Chief Procurement Officer shall consider:
    1. The prices contained in the bid;
    2. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
    3. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
    4. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
    5. The quality of performance of previous contracts of services, including, but not limited to, BBHC contracts;
    6. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;



7. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
8. The quality, availability and adaptability of the commodities or services to the particular use required;
9. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
10. The number and scope of conditions attached to the bid;
11. The overall cost to BBHC;
12. Whether the bidder is involved in any pending litigation with BBHC; and/or
13. The best interests of BBHC.

C. **Determination and findings statement** - When the award is not given to the most responsive, responsible bidder, a determination and findings statement shall be prepared by the Chief Procurement Officer and filed with the other papers relating to the transaction.

D. *Tie bids.*

1. If the determination of lowest responsive, responsible bidder results in a tie, the contract may be split when it is to BBHC's advantage as determined by the Chief Procurement Officer.
2. If the Chief Procurement Officer determines not to split the bid, the contract shall be awarded by first preference to businesses with drug-free workplace programs as described in this policy and then by publicly drawing lots.

E. *Prohibition against subdivision* - No contract of purchase shall be subdivided to avoid the requirements of this policy.

F. *Inspection of bids* - Inspection of BBHC's formal bids and proposals shall be conducted in accordance with applicable state laws, including F.S. Ch. 119, as said statutes may be amended from time to time.

## V. **Invitation to Negotiate**

A. When the use of competitive bidding is not in the best interest of BBHC for a purchase of, or contract for, commodities and/or services estimated to cost in excess of \$25,000, and that concurrent negotiation with one (1) or more vendors may be necessary for BBHC to receive the best value, the Chief

Procurement Officer may procure commodities and contractual services by competitive sealed replies solicited through an Invitation to Negotiate. Adequate advertisement of the solicitation shall be given in the same manner as provided in this policy. Other procedural provisions applicable to the sealed bid process shall also apply. To assure full understanding of and responsiveness to the solicitation requirements and full understanding of qualified proposals or offers, discussions may be conducted with qualified proposers or offerors who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of responses, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining best and final proposals or offers. The award shall be made to the responsible proposer or offeror whose proposal or offer is determined to be the most advantageous to BBHC taking into consideration price and the evaluation factors set forth in the solicitation. No other criteria shall be used in the evaluation. A summary of the basis on which the award is made shall be included in the contract file.

BBHC reserves the right to offer applicants a cure period during ITN procurement processes. All actions taken must be accomplished within the cure notice period established. Failure to correct performance in the applications may result in the termination of the procurement for the applicants who fail to cure as BBHC sets forth.

- B. *Negotiations with respondents* - Negotiations may be conducted with respondents. BBHC may utilize either sequential or concurrent negotiation methods, but such method must be set forth in the solicitation specifications.
1. *Sequential negotiations* - BBHC may consider the respondent's statements of qualifications without consideration to price, and may select the most qualified respondents as finalists. BBHC may conduct interviews with all finalists, and rank the responses without regard to price. Exclusive negotiations as to the scope of work, terms and price may be conducted with the respondent providing the proposal ranked as most advantageous to BBHC. If an agreement is not reached, BBHC may commence negotiations with the successive ranked respondents until an agreement is attained.
  2. *Concurrent negotiations* - BBHC may consider the respondent's statement of qualification and price; however, both are subject to future negotiations. BBHC may select a group of the most qualified respondents as finalists and commence simultaneous negotiations with each regarding the scope of work and price. Final best and final offers may be requested of the finalists. In determining the best value, the negotiation team may re-rank the

respondents. Award of a contract is made to the respondent representing the best value to BBHC.

## **VI. Award of Contract**

### *A. BBHC Board approval.*

1. An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the BBHC Board, regardless of whether the competitive bidding or competitive proposal procedures were followed. However, emergency purchases as described herein, shall not require advance BBHC Board approval. In such emergency situations, the BBHC CEO may approve the purchase or contract, subject to later ratification by the BBHC Board. Emergency purchases are to be made only when the normal function and operation of BBHC would be hampered to such an extent by submittal of a requisition in the usual manner that it may affect the life, health or convenience of citizens.
2. Purchases exceeding the sum of \$75,000 in the aggregate shall not be purchased from the same person or entity during the course of any fiscal year, unless the purchases are first authorized by the BBHC Board. The above provision shall not apply to purchases of utilities or to ongoing contracts.

### *B. BBHC's CEO Approval.*

A purchase of, or contract for, commodities or services in an amount of \$25,000 or less shall require the approval of the BBHC CEO.

## **VII. General Counsel to Review and Approve Form of Purchasing Contracts**

The BBHC General Counsel or his or her designee, shall review all contracts awarded pursuant to this policy and shall approve the contracts as to form prior to their execution by the appropriate BBHC officials. Notwithstanding the above, the BBHC General Counsel, in his or her discretion, may approve form contracts bearing a pre-printed BBHC Attorney approval, provided that the provisions of the form contracts are not modified.

## **VIII. Debarment and Suspensions**

- A. Authority and requirement to debar and suspend - After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the BBHC CEO, after consultation with the BBHC General Counsel, shall have the authority to debar a person or entity for the causes listed below from consideration for award of BBHC contracts. The debarment shall be for a period of not fewer than three (3) years. BBHC's CEO shall also have the authority to suspend a contractor from consideration for award of BBHC contracts, if there is probable cause for debarment pending the debarment determination. The authority to debar and suspend contractors shall be exercised in accordance with regulations that shall be issued by the BBHC CEO.

- B. Causes for debarment or suspension. Causes for debarment or suspension include, but are not limited to, the following:
1. Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such 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;
  3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
  4. Violation of BBHC's contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a BBHC contract or to perform within the time limits provided in the BBHC contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
  5. Debarment or suspension of the person or entity by any federal, state, or other governmental entity;
  6. False certification pursuant to division (C) below; and/or
  7. Any other cause judged by the BBHC CEO to be so serious and compelling as to affect the responsibility of the person or entity performing BBHC contracts.
- C. *Debarment and suspension decisions* - Subject to the provisions of this section, the BBHC CEO shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the contractual party.

#### **IX. Availability of Funds**

Except in cases of emergency, the BBHC CEO, or his or her designee, shall not issue any order for delivery on a contract or any open-market order unless and until it has been certified that there are unencumbered funds available in the using agency's budget, in excess of all unpaid obligations, to defray the cost of the commodities or services.

**X. Open Market Procedure**

- A. Generally, a purchase of, or contract for, commodities or services that is estimated by the Chief Procurement Officer to cost \$5,000 or less, maybe purchased either in the open market without newspaper advertisement and without observing the procedures set forth in Section III, IV or X of this policy, as deemed appropriate by the Chief Procurement Officer. However, all such purchases of greater than the estimated cost of \$5,000 but less than or equal to \$15,000 shall require at least three quotations by telephone. Purchases of an estimated cost greater than \$15,000 but less than \$25,000 shall require at least three quotations in written form.
  
- B. Notice inviting quotations -when using the open market procedure, the Chief Procurement Officer may solicit or oversee the solicitation of quotations by:
  - 1. Direct mail requests to prospective vendors;
  - 2. Telephone
  - 3. Public notice
  - 4. Facsimile; and/
  - 5. Internet
  
- C. Recording - The Chief Procurement Officer shall keep a record of all open market orders and the bids submitted in competition thereon, and such records shall also be open to public inspection.

**XI. Inspection and Testing of Purchased Items or Services**

- A. Generally, the Chief Procurement Officer shall inspect or supervise the inspection of all deliveries of commodities or services to determine their conformance with the specifications set forth in the order or contract.
  
- B. Inspection by using agency. The Chief Procurement Officer shall have the authority to authorize using agencies having the staff and facilities for adequate inspection to inspect all deliveries made to such using agencies under rules and regulations prescribed by the Chief Procurement Officer.

**XII. Surplus Property**

- A. *Determination that property is surplus* - At least once annually, BBHC shall review inventory and make a determination of property that should be classified as surplus that is obsolete, worn out, excess, scrapped, or not cost effective to repair. However, at any time during the fiscal year BBHC may identify property as being surplus.
  
- B. *Disposal of surplus property* – Based on the approval from the BBHC CEO, the BBHC Office Manager may sell, trade or otherwise dispose of surplus and obsolete personal property belonging to BBHC either by donation, sale, barter or exchange, by competitive sealed bid, public auction, cannibalization, trade in or any other means of disposal as may be appropriate and in the best interests of BBHC. No employee of BBHC having direct control of the

surplus property or handling the disposition of the property shall be entitled to purchase or receive any such property.

- C. Property which is in a wrecked, inoperative or partially dismantled condition, or which has deteriorated to the point that it has no apparent monetary value, or may pose a potential risk to BBHC if disposed of through a sale or donation, may be discarded as trash in an environmentally acceptable method.
- D. The disposition of surplus or obsolete personal property in excess of \$15,000 per item shall be made only after approval by the BBHC Board. The Chief Procurement Officer shall report to the BBHC Board the disposal of all property valued at \$15,000 or more at its next regularly scheduled meeting.

### **XIII. Change Orders**

- A. *BBHC CEO's Authority* - Subject to the restrictions contained in this section, the BBHC CEO is authorized to approve and initial work on the following types of change orders determined in his or her judgment, to be in the public interest, as follows:
  - 1. All change orders decreasing the cost of the contract to BBHC that do not materially alter the character of the work contemplated by the contract;
  - 2. A change order where the net change increases the cost of the contract to BBHC by an amount less than or equal to 10%; and/or
  - 3. On a unit price contract a change order consisting of unit quantity increases at the unit price bid, which do not exceed 10% of the original unit quantity for each line item.
- B. Notwithstanding the provisions of division (A) above, BBHC's CEO is not authorized to approve a change order without authorization of the BBHC Board where the sum of all change orders issued under the contract exceeds 5% of the original contract amount or \$25,000.

### **XIV. Term, Termination, Extension and Renewal of Contracts**

#### **A. Term**

- 1. Unless otherwise provided by law, a contract for supplies or services may be entered into for any time period deemed to be in the best interests of the BBHC provided the extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for future fiscal periods shall be subject to the availability of funds.
- 2. Contracts may be awarded with fiscal year of upward or downward price adjustments provided this allowance is part of the original bid solicitation and the adjustments are based on a nationally recognized or published index or other criteria acceptable to the Chief Procurement Officer.

B. **Termination** - The BBHC CEO, or his or her designee, is authorized to terminate any contract entered into by BBHC when he or she determines that a party to the contract has breached or failed to perform one or more of its obligations under the contract. Except in the case of an emergency, where such advance notice is not possible, or where the contract was entered into without BBHC Board approval, the BBHC CEO, or his or her designee, must provide sufficient prior written notice to the BBHC Board so that they can make any necessary inquiries at the next Board meeting. When a contract is entered into by BBHC pursuant to BBHC Board approval and is terminable by BBHC without cause, only the BBHC Board is authorized to terminate the contract without cause. If a BBHC Board member desires that a contract be terminated without cause, he or she shall notify the BBHC CEO in writing and request that the item be placed on the next Board agenda.

C. *Extension* - The BBHC CEO, or his or her designee, is authorized to extend, for operational purposes only, and for a maximum of 180 days, any contract previously approved by the BBHC Board and entered into by the BBHC. Any further extensions of the contract require the approval of the BBHC Board.

*Renewals.*

1. *General.* When a contract is entered into by BBHC pursuant to BBHC Board approval and provides for one or more renewals by affirmative action of the BBHC, the BBHC CEO may approve such renewals without approval of the BBHC Board.
2. *Automatic.* When a contract is entered into by BBHC pursuant to BBHC Board approval and provides for one or more automatic renewals unless one party notifies the other of its intent not to renew, only the BBHC Board is authorized to decide not to renew the contract.

D. *Employment contracts.* The provisions of this section shall not apply to the employment contract of the CEO, General Counsel, the financial Consultants and Program Consultants.

E. *BBHC Board notification.* The BBHC CEO, or his or her designee, shall notify the Board, in writing, at least one (1) month in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the BBHC Board.

F. *Application to existing and future contracts.* The provisions of this section shall apply to every contract in existence on the effective date of this section and every contract entered into thereafter.

**XV. Preferences**

- A. BBHC hereby adopts by reference § 287.087, Florida Statutes, as amended, from time to time, regarding procurement preferences for businesses with drug-free workplace programs.
- B. BBHC hereby adopts by reference §287.084, Florida Statutes, as amended from time to time, regarding procurement preferences for Florida businesses.

**XVI. Non-Discrimination**

The vendor shall not discriminate against any person in its operations, activities or delivery of services. The vendor shall affirmatively comply with all applicable provisions of federal state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

**XVII. Non-Collusion**

A bidder shall not collude, conspire, connive or agree, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the work for which the bid has been submitted; or to refrain from bidding in connection with such work or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid or of any other bidder, or to fix any overhead profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other bidder, or any person interested in the proposed work.

**REFERENCES:**

NOTE: All procurements must conform to all applicable standards identified in 2 CFR Part 200.318, 200.319, 200.320, 200.320, 200.321, 200.323

**ATTACHMENTS:****DEFINITIONS:**

See Section II

**REVISION LOG**

| <b>REVISION</b>   |           |
|---|-----------|
| Replaced Concordia with Carisk  | 7/1/2019  |
| Updated policy to include comments pertaining to lease versus purchase analysis and taking all necessary affirmative steps to assure that minority businesses and women businesses etc. are used when possible. | 1/31/2020 |
| No Update   | 7/23/2021 |

The BBHC CEO is responsible for all content in this policy.