



CITY OF PARKER PURCHASING POLICY AND PROCEDURES MANUAL

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CITY OF PARKER

PURCHASING POLICY AND PROCEDURES MANUAL

PURPOSE

The City of Parker (“City”) is comprised of a number of Departments and employees who strive daily to serve the citizens the City. All employees of the City have a responsibility to be good stewards of the funds entrusted in their Departments and to the City. With this in mind, the City attempts to codify best practices through the use of the Purchasing Policy and Procedures Manual (“Purchasing Manual” or “Procurement Manual”) and to assign responsibilities and accountability in an effort to achieve transparency, audit readiness and worthiness, each and every day. The Mayor has the responsibility to ensure the proper programs, procedures, and processes are in place to execute the policies set forth in this document. The Department Heads are responsible for oversight of and coordination of the City's central purchasing system. The central purchasing system promotes efficiency, economy, and fair and open competition to reduce the appearance and opportunity for favoritism or impropriety, and to promote public confidence that all purchases and Contracts are awarded equitably and economically. It is essential for effective and ethical purchases and procurement that there be a system of uniform procedures, utilized by all personnel, that establishes basic guidelines and procedures which regulate procurement activities, contract management, and the resulting distribution of funds.

Administrative non-substantive changes to this Purchasing Manual may be amended when required by changes in law and/or minor procedural changes, i.e. flow of documents, internal department procedures, etc., with the review and concurrence of the Mayor or designee, City Clerk and the City Attorney or designee.

APPLICATION

- 1. Contracts:** These guidelines apply to contracts/agreements solicited or entered after the effective date of this manual or subsequent amendments or revision.
- 2. Activities:** These guidelines apply to the purchase/procurement of all materials, supplies, services, construction, and equipment except as specifically exempted herein.
- 3. Statutes:** Any reference to a statute or its statutory language in this manual will mean the statute that is in effect after the effective date of this manual and any amendments that may be made from time to time. To the extent there is a conflict between this manual and the effective statutory language, the statute will prevail.

DEFINITIONS

AMENDMENT

The method of changing the terms, conditions, or requirements of a contract or agreement beyond what is specifically provided for in that contract or agreement. All amendments shall be approved with equal dignity and formality as the original contract signed by the individuals holding the positions of the original signatories; provided however, that any amendment which causes the total contract expenditure to exceed original signatory's amount, shall be approved by the appropriate signatory.

BEST AND FINAL OFFER (“BAFO”)

A process requested from one proposer or short-listed proposers for their best price(s) for a specific solicitation prior to determining of contract award.

BEST VALUE

The process used in competitive, negotiated contracting to select the most advantageous offer by evaluating and comparing factors in addition to cost or price.

CITY

City of Parker, Florida.

CAPITAL IMPROVEMENT PROJECT

Construction or reconstruction in whole or in part of any building, road, highway, street, right-of-way, plant, structure, or facility and any other construction necessary in carrying out the functions of the City government.

CHANGE ORDER

A written order amending a purchase order to correct errors, omissions, or discrepancies in it, to cover acceptable cost over-runs and freight costs, to incorporate requirements to expand or reduce the scope of goods or services ordered, or to direct other changes in the contract execution to meet unforeseen circumstances including, but not limited to field, emergency, climatic, regulatory, or market conditions.

COMPETITIVE SOLICITATION

The document used to obtain sealed bids or proposals for the purpose of entering into a contract.

CONSULTANT'S COMPETITIVE NEGOTIATION ACT ("CCNA")

The official name for F.S. § 287.055, et. seq. relating to the procurement of architectural, engineering, landscape architecture, mapping, and registered land surveying services. These professional services shall be procured by letters of interest and qualifications, and competitive selection and negotiation.

TRACT

A written agreement between two or more competent parties to perform or not perform a specific act or acts. Any type of agreement regardless of what it is called for the procurement or disposal of supplies, services or construction. In addition to bilateral instruments, contracts include (but are not limited to) job orders or task letters issued under basic ordering agreements; letter contracts; Purchase Orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. The words "Contract" and "Agreement" may be used interchangeably.

CONTRACTOR

A person who contracts to sell commodities or contractual services to an agency.

CONTRACTUAL SERVICES

The rendering by a contractor of its 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, and 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 thereunder; and professional, technical, and social services. "Contractual service" does not include any contract 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 structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes and rules adopted thereunder.

DESIGN-BUILD

The requirement for which a single contract with a

Design-Build firm is entered into for the design and construction of a Capital Improvement construction project. Further, providing one single administrative entity (a firm as defined herein) responsible for design and construction under one contract where architectural and engineering services are performed by a registered architect or professional engineer and where construction services are performed by a certified or registered contractor.

DESIGN-BUILD CONTRACT

A single contract with a design-build firm for the design and construction of a Capital Improvement project.

DESIGN-BUILD FIRM

A partnership, joint venture, corporation or other legal entity which is certified under F.S. § 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as a qualifying agent, or is certified under F.S. § 471.023 to practice or to offer to practice engineering, or is certified under F.S. § 481.219 to practice or offer to practice architecture; or certified under F.S. § 481.319 to practice or offer to practice landscape architecture; or has among the principal parties to the legal entity a principal party which is certified under F.S. § 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as a qualifying agent.

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, with or without a proportional increase in the total dollar amount, with any increase to be based on the method and rate previously established in the contract.

F.S.

The current version of the Florida Statutes.

INVITATION TO BID (“ITB”)

A written solicitation for competitive sealed bids with the title, date, and hour of the public bid

opening designated and specifically defining the commodity, group of commodities, or services for which bids are sought. It includes instructions prescribing all conditions for bidding. The invitation to bid is used when the agency is capable of specifically defining the scope of work for which a contractual service is required or when the agency is capable of establishing precise specifications defining the actual commodity or group of commodities required.

INVOICE

A formal billing submitted by a vendor showing the amount due and terms of payment for materials and/or services rendered. Invoices must be itemized in sufficient detail to permit proper audit by the auditing body or department.

MAY

Denotes the permissive. However, the words "no person may..." means that no person is required, authorized, or permitted to do the act described.

MEMORANDUM OF UNDERSTANDING ("MOU")

An agreement made between two or more parties that is not legally binding, but which outlines the responsibilities of each of the parties to the agreement. An MOU is often the first step toward creating a legally binding contract.

MULTI-STEP SOLICITATION

A method of source selection involving at least two competitive steps.

PRE-QUALIFICATION

The screening of potential vendors in which such factors as experience, financial capability, reputation, and management are considered in order to develop a list of qualified vendors who may then be allowed to submit bids/proposals. Pre-qualification is not a conclusive determination of responsibility, and a prequalified vendor may be rejected as non-responsible at a subsequent stage in the procurement process.

PROPOSAL

A written notice by a vendor setting forth the terms under which he will furnish supplies or services.

PUBLIC EMERGENCY

An accident or other unforeseen occurrence (Natural Disaster) or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of inhabitants of a political subdivision are involved.

PUBLIC/PRIVATE PARTNERSHIP

Outlined in F.S. § 255.065.

PURCHASING

The act of obtaining supplies, equipment or services necessary to carry out a particular function.

QUALIFIED BIDDER

The vendor meets all qualifications set forth in the solicitation document.

RENEWAL

Contracting with the same contractor for an additional contract period after the initial contract period, only if, pursuant to contract terms specifically providing for such renewal.

REQUEST FOR INFORMATION (“RFI”)

A written or electronically posted request made by an agency to vendors for information concerning commodities or contractual services. Responses to these requests are not offers and may not be accepted by the agency to form a binding contract.

REQUEST FOR PROPOSAL (“RFP”)

A written or electronically posted solicitation for competitive sealed bids for goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined, or when the City is requesting that a qualified vendor propose goods and/or services or when the City determines that it is in the best interest of the City that the award be made after determining the response that is the best value and most advantageous to the City.

REQUEST FOR QUOTE

An oral, electronic, or written request for written pricing or services information from a state term contract vendor for commodities or contractual services available on a state term contract from that vendor.

RESPONDENT

A person or entity who submits an offer in response to a solicitation. May also be referred to as proposer, offeror or bidder.

RESPONSE

Any response of a respondent to a solicitation, which may include, as context requires, bids, offers, proposals, quotations, or other responses.

RESPONSIBLE RESPONDENT

An individual or business which has submitted a bid, offer, proposal, quotation, or response which, as determined by the City, has the capability in all respects to perform fully the contract requirements and the experience, integrity, reliability and capacity, facilities, equipment and credit which give reasonable assurance of good faith and performance. The City may also consider and give weight to the respondent's previous conduct and performance under previous contracts with the City and other agencies (including but not limited to delinquency) and determine the quality of the respondent's previous work. City staff may, after bid opening, request additional information from the respondent concerning his ability to perform and the respondent may voluntarily, after opening, provide additional or corrective information concerning his responsibility as respondent.

RESPONSIVE RESPONDENT

An individual or business which had submitted a bid, offer, proposal, quotation or response which, as determined by the City, conforms in all material respects to the solicitation which may include but is not limited to pricing, surety, insurance, specifications of the goods or services requested, or any other matter unequivocally stated in the invitation for bids as a determinant of responsiveness. A lack of conformity in these matters which is non-substantive in nature may be considered a

technicality or irregularity which may be waived by the City; provided, however, that failure of a respondent or proposer to certify the firm has a drug free workplace in accordance with F.S. § 287.087, shall result in rejection of the bid or proposal as non-responsive.

RESPONSIVE BID

A bid or proposal which conforms in all material respects to the competitive solicitation.

SOLE SOURCE

The only source of service or product relative to kind and availability.

SPECIFICATIONS

A written description of needed supplies, equipment or services setting forth in a clear and concise manner the characteristics of the items and/or services to be purchased and the circumstances under which the purchase will be made.

SPLIT PURCHASE

Using multiple transactions for a single purchase to circumvent the purchasing guidelines.

STATE TERM CONTRACT

A term contract that is competitively procured by the Florida Department of Management Services pursuant to F.S. § 287.057 and that is used by the City and/or other eligible users.

TASK ORDER

An order for services placed against an established contract.

TERM CONTRACT

An indefinite quantity contract to furnish commodities or contractual services during a defined period.

VENDOR

A supplier of goods or services.

CODE OF ETHICS AND CONDUCT

All employees are required to maintain high standards of ethics and conduct. Purchasing officials shall strive to maintain complete independence and impartiality in dealings with vendors to preserve the integrity of the competitive process and to promote public confidence that all purchases and contracts are awarded equitably and economically.

Each employee involved in purchasing shall read and follow the requirements of Chapter 112, Part III, Florida Statutes.

For the purpose of this section:

1. "Restricted individuals" are City reporting individuals within the meaning of F.S. § 112.3148(2)(d) and employees and agents of the City that would otherwise meet the definition of a procurement employee within the meaning of F.S. § 112.3148(2)(e).

2. "Immediate family" means any parent, spouse, child, sibling, or domestic partner of a restricted individual.

3. "Employer" means any business or organization which employs a restricted individual or their immediate family in a managerial capacity, or any business or organization for which a restricted individual or their immediate family serves as an officer, agent, partner or similar capacity. It shall not include a nonprofit organization for which a restricted individual or their immediate family serves as an officer without compensation.

4. "Conflict of interest" means a circumstance in which any restricted individual, any member of his or her immediate family, or any employer of the foregoing, shall be financially interested or have any personal beneficial interest, directly or indirectly, in any purchase or contract of any supplies, materials, equipment, or services used by or furnished for the City.

A. Restricted individuals shall recuse themselves from the selection, award, or administration of any City procurement in which they have a conflict of interest and shall disclose to their supervisor the nature of the conflict of interest. Restricted individuals who are appointed or elected public officials shall disclose, in writing, their conflict of interest on the Council on Ethics forms promulgated for such purpose.

B. Restricted individuals and their immediate family are prohibited from accepting or receiving from any City vendor or lobbyist any money, rebate, gift or anything of value or any promise, obligation or contract for future reward of compensation exceeding the amount of \$100.00.

C. Notwithstanding the foregoing, with respect to restricted individuals who are only restricted individuals because of their appointment to a City board without compensation, the restrictions contained in section (b) and (c) shall only relate to contracts, vendors, and lobbyists related to the work of their board.

D. As required by Title 2 of the Code of Federal Regulations (CFR) 200.112, Conflict of Interest, and 200.318(c)(1), General Procurement Standards, the City reaffirms its designation of the Mayor as the reporting official for all instances of real or apparent conflicts of interest. Any employee, officer, or manager of the City who has knowledge or suspicion of a conflict of interest will report this to their immediate supervisor who will then report the instance to the Mayor to further evaluate. In the case that the conflict of interest involves the employee, officer, manager's immediate supervisor, the employee may report the instance to the next person in the City's hierarchy or directly to the Mayor. In the governance of performance of its employees engaged in the selection, award and administration of contracts associated with federal awards, the City will ensure that no employee, officer, or Mayor in the aforementioned mentioned activities if he or she has a real or apparent conflict of interest. If the Mayor has determined that a real or apparent conflict of interest has occurred, disciplinary action, at a level consistent with the nature of the event and at management's discretion, will be taken to ensure that the conflict is eliminated, and that the City is not at risk for reoccurrence. The Mayor will submit in writing the nature and extent of any potential conflict of interest to the federal awarding agency as well as any actual conflict of interest that has occurred.

The following individuals are required to file a Form 1 and should discuss with the City Attorney if there are any questions:

Local Officers, § 112.3145(1)(a), F.S.

Every person elected to public office or appointed to fill a vacant elected office.

Any appointed member of the following boards:

- City Council
- Community Redevelopment Agency
- Planning Commission
- Infrastructure Sales Tax Committee
- Anyone appointed to a local government board where the City Council or other appointing authority or law requires a statement of financial interests.

Any person holding the following position:

- Mayor
- Special Magistrate
- City Attorney

- Bookkeeper or Finance director of the City
- Chief City building code inspector
- City Utilities Director/Supervisor
- City Clerk
- Code Inspector
- Chief of police
- Fire chief

DUTIES AND RESPONSIBILITIES

ADMINISTRATIVE DEPARTMENT

The Administrative Department shall be responsible for confirming each item presented to the department for payment has the proper general ledger codes applied, the proper documentation attached, and that it has received the proper approvals. The Administrative Department is also responsible for obtaining the proper W-9 forms from the requesting department.

REQUESTING DEPARTMENT

1. The requesting department is the Department originating the purchase, procurement, and requisition of commodities and/or services.
2. Departments are responsible for following this Purchasing Manual. Department Heads may establish internal operating procedures to fully implement this Purchasing Manual so long as such procedures are consistent with this Purchasing Manual.
3. Departments will follow this Purchasing Manual for procuring services, equipment and/or supplies.
4. Department Heads are responsible for ensuring that sufficient budgetary funds are available for all expenditures made by a contract, check or City credit cards.
5. Departments shall monitor the City credit card purchases of its employees.
6. Departments shall formulate specifications or the scope of work, including any pre-qualification requirements, for competitive bids or requests for proposals or qualifications, to include any terms and conditions specified in related funding documents (i.e. Federal and State grant funding).
7. Departments shall verify, when a low bidder proposes an equal item to that specified, that the equal is in fact a comparable item and will provide documentation of such to the Department.

8. The Department Head shall verify that insurance and bond information are valid throughout the life of the contract.

VENDOR POLICIES

1. Full and Open Competition

It is the intent of the City to provide all vendors, with the exception of those on the State Department of Management Services Convicted Vendor List, with a fair and impartial opportunity in which to compete for the City's business.

2. Public Entity Crime: Denial and Revocation of Rights

In accordance with F.S. § 287.133, any entity listed on the State Department of Management Services Convicted Vendor List shall be denied the right to conduct business or render any type of service for any City Department to the extent required by the debarment, suspension, or other determination of ineligibility by the State.

3. Suspension and Debarment

A. **Suspension.** After consultation with the City Attorney, the City Council is authorized to suspend a vendor from consideration for award of contracts if there is probable cause to believe that the vendor has engaged in any activity which might lead to debarment pursuant to subsection (C) below. The suspension shall be for a period not to exceed six months.

B. **Debarment.** After reasonable notice and an opportunity for the suspended vendor to be heard, the City Council shall either debar such vendor or terminate the suspension. The debarment should be for a period of not more than three years.

C. **Grounds for debarment include:**

(1) Entry of a plea of guilty, or no contest, or nolo contendere to or conviction of a criminal offense as an incident to obtaining or attempting to obtain public or private contract or subcontract, or in the performance of such contract or subcontract; or

(2) Entry of a plea of guilty, no contest, or nolo contendere to or 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; or

(3) Entry of a plea of guilty, no contest, or nolo contendere to or conviction under state or federal antitrust statutes arising out of the submission of bids or proposals; or

(4) Violation of contract provisions, as set forth below, the character which is regarded by the City to be so serious as to justify debarment action:

a.) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

b.) A past record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts.

(5) Having been adjudicated guilty of any violation of the City's Municipal Code and/or Land Development Regulations or the State of Florida Construction Industry Licensing Department within the past 12-month period prior to the time of bid submittal; or

(6) Having been adjudicated guilty by the Department of Environmental Protection of any violation of an environmental ordinance within the past six-month period at the time of bid submittal; or

(7) Having been disqualified or found non-responsive, based on the vendor's fraud or disqualification; or

(8) Having been adjudicated insolvent, having proceedings in bankruptcy instituted against it, or having a receiver or trustee appointed over its property; or

(9) Being in a proceeding (i.e., court proceeding, arbitration, or administrative proceeding) adverse to the City arising from or related to the vendor's performance of a contract with the City, or having unresolved financial claims pending by or against the City for a period of more than sixty (60) days; or

(10) Having been suspended or debarred by any other government entity; or incurred any fines or penalties from the FDEP, EPA or OSHA.

(11) Any other cause the City determines to be so serious and compelling as to affect responsibility as a City vendor, including, but not limited to, debarment by another governmental entity.

D. Notice of decision. The Mayor or designee shall issue a written notice to the vendor of the decision to debar or suspend. The final decision shall state the reasons for the action taken and inform the debarred or suspended person or

entity involved of their rights concerning judicial review by certiorari appeal to the Fourteenth Judicial Circuit Court in and for Bay County within 30 days of the date of the decision. The written decision shall be mailed or otherwise furnished immediately to the debarred or suspended vendor.

4. Reinstatement

Vendors that have been suspended from doing business with the City may be reinstated upon written request; however, debarred or suspended firms shall not be reinstated during the period of a debarment or suspension.

5. Litigation and Arbitration

The City shall not issue any contracts or make any purchases from any vendors currently involved in litigation or arbitration with the City until such time as a satisfactory resolution is reached with such vendors.

6. Dispute Resolution

In the event a dispute occurs between a vendor and a Department, and the dispute cannot be resolved, the following procedures shall apply:

A. The vendor shall submit a written statement via certified mail no later than forty-five (45) days from the time when the invoice was submitted to the City specifying the nature of the dispute regarding payment of the invoice.

B. Within ten (10) business days of the receipt of the written statement submitted by the vendor, the appropriate Department Head or Project Manager shall investigate the dispute and submit a decision to the Mayor.

C. Within ten (10) business days of the receipt of the written decision, the Mayor will review the dispute and make a final decision on the matter. The Department Head will notify the vendor in writing, via certified mail and within five (5) business days of the date of the final decision.

PURCHASING AUTHORITY

Except for contracts governed specifically by Sections 287.055 and/or 287.057 of the Florida Statutes, the following shall apply to the purchase of goods and/or services by the City.

(a) All contracts for the purchase of goods and/or services within the applicable total budget for the particular department obligating the City in the amount of \$3,500.00 or less may be approved by the applicable Department Head of the City without the necessity for any (1) public invitations to bid or requests for proposals being sent out, (2) competitive quotes/bids being solicited or (3) vote of the council. Said

Department Head shall attempt to obtain the lowest and best price and terms for the purchase.

(b) All contracts for the purchase of goods and/or services within the applicable total budget for the particular department obligating the City in an amount in excess of \$3,500.00 but not over \$25,000.00 may be approved by the applicable Department Head of the City without the necessity for any (1) public invitations to bid or requests for proposals being sent out, (2) written competitive quotes/bids being solicited or (3) a vote of the council. Said Department Head shall attempt to obtain the lowest and best price and terms for the purchase by soliciting a minimum of three (3) verbal quotes from recognized vendors. The City's failure to obtain three (3) quotes shall not prevent the City from awarding a contract or invalidate a contract if awarded.

(c) All contracts for the purchase of goods and/or services within the applicable total budget for the particular department obligating the City in an amount in excess of \$25,000.00 but not over \$150,000.00 may be approved by the applicable Department Head of the City without the necessity for any (1) public invitations to bid or requests for proposals being sent out or (2) a vote of the council. Said Department Head shall attempt to obtain the lowest and best price and terms for the purchase by soliciting a minimum of three (3) written quotes from recognized vendors. The City's failure to obtain three (3) written quotes shall not prevent the City from awarding a contract or invalidate a contract if awarded.

(d) All contracts for the purchase of goods and/or services obligating the City in an amount in excess of \$150,000.00 shall be based upon competitive bids and a vote of the council, excepting in cases of emergency affecting public health, safety and welfare, including but not limit to the purchase of electric current, telephone service, natural gas and water and sources of energy such as fuels and petroleum, and public construction projects funded entirely by public grant monies where acceptance of the grant monies under competitive bidding would fail to comply with the time limitations, conditions and provisions imposed by the grant.

(1) The competitive bidding requirements of this section of the Code shall not apply to the loaning of monies for renovations to residential and commercial properties under the jurisdiction of the City, but shall remain subject to and be administered in accordance with the federal laws and regulations governing such activities; however, the acquisition of properties for housing projects and developments shall remain subject to the ordinances of the City.

(e) When in the opinion of the Mayor it becomes necessary for the prosecution of any work or improvement under contract let on competitive bid to make alterations or modifications, the Mayor shall be authorized to approve change orders provided the change orders collectively do not exceed ten percent of the contract sum if a contingency of not less than this amount has been budgeted for the project. No change order shall be valid or effective until the price to be paid for the work or material

or both under the change order has been agreed to in writing and signed by the contractor or his or her representative and the Mayor.

CONTRACTS, LEASES AND AGREEMENTS SIGNATURE AUTHORITY*

Department Head or Designee

Agreements less than \$25,000

Mayor
or Designee

Agreements over \$25,000

*All contracts, leases, and agreements, regardless of amount, must be reviewed by the Mayor or designee prior to signature.

PURCHASING CATEGORIES: REQUIREMENTS

The following chart simplifies the foregoing requirements for purchases by amount (exclusive of RFP and Request for Qualifications). Each order must be signed by the appropriate approval authority.

Orders up to \$3,500.00	No quotes are required. Best practices should be used to ensure a competitive price.
Orders over \$3,500.00 not exceeding \$25,000	Solicit at least three verbal quotes unless sole source. A Minimum Quote Certification Form will be used when obtaining quotes.
Orders over \$25,000 not exceeding \$150,000	Solicit at least three written quotes unless sole source. A Minimum Quote Certification Form will be used when obtaining quotes.
Orders over \$150,000	Competitive Solicitation Procedures required

EXCEPTIONS

EMERGENCY PURCHASES

Emergency: An immediate need for equipment, services, or commodities, the lack of which would cause a disruption of essential operations where the protection or preservation of public properties or interests would not be possible through normal purchase procedures or where there exists a threat to public health, welfare or safety.

An emergency condition, as determined by the Mayor or designee, in consultation with the City Attorney and City Clerk, is one that creates an immediate and serious need for materials, services, or construction that cannot be met through normal purchasing methods and that seriously threatens the functioning of the City or the protection of property or the health or safety of any person.

Emergency purchases are for critical, unforeseen government need. Because the City's ability to serve the public would be impaired if purchases are not made immediately, emergency purchases are exempt from standard purchasing procedures.

When an emergency occurs, the need for quotes will be eliminated; however, written explanation must be indicated on the purchasing request or memorandum that follows.

1. If the product or services is under \$250,000, obtain the Mayor's authorization. Once authorization has been received, call the vendor to initiate services or arrange taking possession of equipment or commodities. Immediately or as soon as feasible, submit a copy of the invoice, or delivery ticket to the Bookkeeper. The City Clerk or designee shall advise the City Council within 10 days.

2. In the event the emergency expenditure exceeds \$250,000, follow the same procedures outlined in item 1 above, and the City Clerk or designee shall schedule a meeting of the City Council within 10 days of any such expenditure to seek ratification thereof.

3. In extreme cases involving a disaster, an emergency declaration will be made. Every reasonable effort will be made to ensure purchases will be documented through proper City, State, or Federal forms, or memorandum. Refer to Disaster Procurement Policy section.

An emergency created through neglect will not be processed as an emergency.

Examples of such neglect include, but is not limited to:

1. Depletion of stock due to lack of planning.
2. Building or equipment needing repairs for some time, suddenly becoming an emergency repair.
3. Orders of materials for projects most of which must be planned weeks or months ahead of time and requested just before desired use.

Bids in emergency situations. When the City Council finds by two-thirds vote of the members of the City Council that an emergency exists whereby compliance with the provisions of this Purchasing Policy would endanger the health, safety or welfare of the citizens of the City or would result in substantial additional expense to the City, public bids may be obtained by informal methods without advertisement. In any event, a diligent effort shall be made to ensure that the lowest possible bids are obtained.

DISASTER PROCUREMENT POLICY (FEDERAL)

1. **PURPOSE** - This policy modifies the City's normal purchasing/procurement practices to assure that, in both emergency and exigent circumstances caused by a proclaimed disaster or emergency condition, the City is able to acquire the goods and services required to address an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improve public and private property through cost-effective measures while still maintaining an effective purchasing process and complying with applicable local and state purchasing laws. Where the City is included in a major disaster or emergency declared by the President of the United States, this policy also assures that City procurements comply with Federal regulations applicable to FEMA disaster grant reimbursement as defined in Title 2 of the Code of Federal Regulations, Part 200. (2 CFR Part 200)

2. **DEFINITIONS:**

For the purposes of this policy,

A. A proclaimed disaster or emergency exists if the Governor of Florida has declared a state of emergency for an area which includes the geographic territory of the City; or

B. The Mayor of the City has declared an emergency in the City. Exigent Circumstances are short lived situations in which:

(1) A disaster or emergency has been proclaimed,

(2) The public exigency for goods and services required to address an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures will not permit competitive solicitation.

3. DELEGATIONS OF PURCHASING AUTHORITY IN EXIGENT CIRCUMSTANCES

A. **Delegation** - If the Mayor determines that goods and services must be purchased before the City Council is able to assemble and approve purchases, the Mayor has the authority, subject to the limitation set forth herein, to approve the immediate rental or purchase of any equipment, supplies, services or other items necessary to respond to an immediate threat to life, public health, or safety, or to

eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures.

(1) **Limits of Single Purchase Authority** - The Mayor shall have the authority to make individual purchases up to \$150,000 on his or her signature alone.

(2) **Limits of Aggregate Purchase Authority** - The Mayor shall have the authority to make aggregate purchases up to \$250,000 on his or her signature alone.

B. **Delegation** - If the Mayor determines that goods and services must be purchased before the City Council is able to assemble and approve purchases, the Mayor has the authority, subject to the limitation set forth herein, to approve the immediate rental or purchase of any equipment, supplies, services or other items necessary to respond to an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures.

C. **Limits of Single Purchase Authority** - The Mayor shall have the authority to make individual purchases up to \$150,000 on his or her signature alone.

D. **Limits of Aggregate Purchase Authority** - The Mayor shall have the authority to make aggregate purchases up to \$250,000 on his or her signature alone.

E. **Sub-Delegation to the Mayor Pro Tem** - The Mayor Pro Tem shall be a designee of the Mayor at any time that the Mayor is not available to approve purchases as allowed in this section.

F. **Sub-Delegation of Purchasing Authority** - If neither the Mayor nor the City Clerk is available, the following Department Heads have authority to rent or purchase from the nearest available source any equipment, supplies, services, or other items necessary for this or the department to respond to an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures, up to a maximum of \$250,000.

(1) **Department Heads:**

City Clerk
Police Chief
Fire Chief
Public Works Supervisor

4. **ADMINISTRATIVE PROCEDURES:** *Reporting Requirements.*

A. As soon as possible after purchases are made, the Mayor, Mayor Pro Tem, or Department Head shall submit to the Bookkeeper a request and a notation that the commodity has been ordered on an emergency basis or in exigent circumstances from the vendor designated.

B. The Department Heads will inform the Mayor and the City Council of any individual purchase under this section with a contract amount greater than \$150,000, and whenever the aggregate of purchases under this section is greater than \$250,000.

C. The Department Heads shall obtain the Mayor's (or Mayor's designee) approval prior to any purchase by a Department Head if the amount is \$150,000 dollars or more.

D. If the Mayor/Mayor Pro Tem is unavailable, and the delay in getting their signature would imperil life, safety or improved property, any of the Department Heads as listed in 3(c)(1) above may approve the emergency purchase of \$250,000 dollars or more.

E. The Department Heads shall have the authority to approve all disaster related purchases under \$150,000 dollars.

F. The Bookkeeper shall expedite the verification of funds available.

G. If possible, the City Council shall attempt to meet prior to the expenditure to approve same. In the event a purchase for exigent circumstances that exceeds the thresholds above, the City Clerk shall advise and seek ratification by, as appropriate, the City Council of any such prior expenditure.

5. **PURCHASING PROCEDURES IN EXIGENT CIRCUMSTANCES**

A. Exempt Purchases - Purchases below \$25,000 shall not be required to be formally bid. Purchases greater than \$25,000 may be made following the procedures specified in this section. The signature(s) of the Mayor, Mayor Pro Tem or Department Head is/are still required as provided in Section 3.

B. Justification of Sole Source or No-bid Contracts - Where exigent circumstances require immediate purchase from the nearest available source. Federal procurement requirements apply to sole-sourcing or No-bid contracts even under exigent or emergency circumstances. Those requirements include:

(1) Contracts must include the required contract clauses (2 C.F.R. § 200.326 & Appendix II)

(2) Contracts exceeding the Federal simplified acquisition threshold (\$250,000) must include the Federal bonding requirements if the contract is for construction or facility improvement (2 C.F.R. § 200.325).

(3) Contracts must be awarded to a responsible contractor (2 C.F.R. § 200.318(h)).

(4) The City must complete a cost or price analysis to determine that the cost or price of the contract is fair and reasonable if the contract exceeds or is expected to exceed the Federal simplified acquisition threshold (2 C.F.R. § 200.323(a) and (b)).

(5) The use of cost-plus-percentage-of-cost contracting is prohibited (2 C.F.R. 200.323(c)).

(6) Use of time and materials contracts must comply with 2 C.F.R. § 200.318(j).

(7) The City must follow documentation, oversight, and conflict of interest requirements among other general procurement requirements in 2 C.F.R. § 200.318. If a conflict of interest is unavoidable due to the exigent/emergency circumstances, the City must explain that in the procurement documentation.

6. Provision for Alternate Bid Solicitation Procedures – The City's normal requirements for sealed bids shall not apply to acquisitions under this Section. However, the Department Heads shall conduct written, telephonic or other electronic bid solicitation from potential vendors or suppliers, in lieu of sealed bids, in an effort to obtain multiple competitive proposals when and if time allows in light of the exigent circumstances.

7. Locations of Postings for Request for Proposals or Invitation to Bids – The Department Heads may waive normal requirements for public posting of requests for proposals or solicitation of bids. Notices soliciting bids or requests for proposals shall be posted at City Hall if practical.

8. Length of Time for Posting Requests – The Department Heads may shorten the normal bid period to expedite the award of contracts for emergency equipment, goods, or services. The Department Head should seek to assure that the shortened bid period allows multiple suppliers to submit bids.

9. Number of Bids Required – Solicited bids that are non-responsive shall count towards the minimum number of bids required when there is a declared emergency or

disaster in the Jurisdiction. All such no-bids must be documented as to time, date, and person/company contacted, with a reason for no-bid, if possible.

10. NOTIFICATION AND RATIFICATION

A. Posting of Contracts and Awards – Under this section, all contracts awarded that exceed \$150,000 shall be presented to the City Council for ratification and publicly posted (as required) within sixty (60) calendar days and all contracts awarded that exceed \$250,000 shall be presented to the City Council within ten (10) calendar days to include ratification (as appropriate) and publicly posting (as required).

B. Authority to Cancel Emergency Procurements – The City has the absolute authority to rescind a contract for non-performance within twenty-four (24) hours when a contractor or vendor, once awarded a contract, is unable to perform under the terms of the contract and the resulting delay or non-performance presents an immediate threat to life, public health, or safety, or an immediate threat of significant damage to improved public and private property.

C. Notification Requirement for Emergency Purchases – For any purchase in excess of \$150,000, but less than \$250,000, the Department Heads shall report all such purchases, through the Mayor, to the City Council within ten (10) calendar days of the onset of the disaster.

D. Requirement for Separate Invoicing - All purchases or rentals made during proclaimed emergency or disaster conditions shall require separate invoicing from routine (non-disaster related) purchases. All invoices shall state the goods, services or equipment provided and shall specify where the goods or services were delivered. All invoices shall specify the locations where the goods or services were used, if possible.

E. Auditing of Invoices for Debris Clearance Prior to Payment - All invoices for debris clearance and removal shall be audited by the City prior to payment to the vendor. Vendors shall be notified of this requirement prior to the awarding of any contract for debris clearance and/or removal. Audits shall be in accordance with procedures for debris removal monitoring specified in FEMA's Publication 325, Debris Management Guide.

F. Limitations of Disaster Purchasing Policy - For the purposes of this section, an emergency or disaster shall be deemed to exist when a condition exists that presents an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures and a local emergency or disaster has been proclaimed. Any purchases that do not meet the standard of being necessary for responding to an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property shall follow the City's regular purchasing provisions.

Notwithstanding the terms of this policy, nothing contained herein shall conflict with Federal procurement regulations as currently defined in 2 C.F.R. Part 200.

11. OTHER EXCEPTIONS:

Items approved by the City Council as a budget line item do not require approval if purchased from a State Term Contract or other authorized cooperative agreement that has been competitively procured.

EXEMPTIONS

The following exemptions do not preclude the City from utilizing competitive purchasing or procurement practices. The following types of purchase activities shall be exempt from the purchasing guidelines:

1. Purchasing contracts between the City and non-profit organizations, other governments, or other public entities.
2. Purchasing of dues and memberships in trade or professional organizations.
3. Purchases made from petty cash accounts under \$50.
4. Any purchase under State of Florida purchasing agreements and contracts. Purchases may also be through contracts competitively awarded by counties or municipalities within the state if the vendors agree to provide City the same goods or services, under the same conditions, terms, and prices.
5. Purchase of goods and services as part of the process of apprehending persons suspected of violating the law.
6. Books, periodicals and other published materials not available by competitive pricing.
7. Services of attorneys and other legally related services, including legislative consultants. Contracts for attorney services and other legal services shall be secured by negotiation of the City Attorney as approved by the City Council.
8. Appraisers and expert witnesses, and similar services; sale, acquisition or lease of real property; real estate brokers; title insurance, abstracts or opinions or title commitments; surveys in connection with acquisition, sale or lease of real property. Contracts for these services shall be negotiated by the Mayor or the City Attorney and approved by the City Council.
9. Real Estate Purchase Agreements in which the City is acquiring an interest in real property for less than the appraised value.

10. Service/Maintenance Contracts: Continuing service and/or maintenance contracts that are initially awarded by the City as part of a product acquisition/installation to a vendor who is the manufacturer, developer, or who is the authorized service agent thereof and for which funds are annually appropriated in the budget are exempt from further competitive requirements. Examples are software/hardware maintenance, building systems maintenance, security systems, etc.

11. Software, upgrades, software modification services by the copyright holder, and related software enhancements to installed software purchased through competitive means are exempt. The purchase of new software packages or systems or any related hardware shall follow the thresholds and procedures of the policy to ensure competitive selection and receive advance approval from the Information Technology (IT) Division Manager or designee.

12. Pharmaceutical products and health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration. Including, but not limited to, substance abuse and mental health services, involving examination, diagnosis, treatment, prevention, or medical consultation, when such services are offered to eligible individuals participating in a specific program that qualifies multiple providers and uses a standard payment methodology. Reimbursement of administrative costs for providers of services purchased in this manner shall also be exempt. For purposes of this sub-subparagraph, "providers" means health professionals, health facilities, or organizations that deliver or arrange for the delivery of health services.

13. Training and educational courses, meeting rooms, and hotels; continuing education events or programs; and lectures by individuals.

14. Advertisements; works of art for public display; performances, shows or other cultural events.

15. Payroll, personnel, full or part-time, whether in the classified service or not.

16. Water, sewer, gas, electrical, cable television, telephone, fiber or other utility services.

17. Agreements between the City and other entities for grants and incentive programs approved by the City.

18. Travel arrangements and expenses.

19. Petroleum products (fuel and oil).

20. Procurement of general accounting services and banking services for any bond or loan issuance, refund, or other related activities.

21. Purchases of insurance coverages for the City.

22. Purchases made with the proceeds from any grant, gift, bequest, or donation to the extent the application of this chapter would conflict with the requirements, conditions, or limitations attached to the grant, gift, bequest, or donation.

23. Any contractual service and commodity exempt from competitive-solicitation under Section 287.056, F.S., et seq.

24. Any other professional service or consulting service that does not require procurement by State Statute or have State and Federal grant requirements.

These exemptions shall not apply to any purchase governed by explicit provisions of general law or City ordinances, resolutions or policies unless the solicitation indicates the applicability of the exemption, and the exemption shall apply only to the extent set out in the solicitation.

GRANT FUNDED PROCUREMENT AND CONTRACTING

This procedure shall be a general guideline for externally funded purchases and sub-recipient contracts. Funding sources may include State and Federal grants. Recognizing that each grant will have its own terms, conditions and contingencies, the guideline below is not inclusive of all requirements or steps that may be required of the user Department for regulatory compliance. Awarded grants must be accepted and approved by the City Council as well as any accompanying budget amendments before Departments may begin executing any procurement of good or services.

1. DEPARTMENTAL PRE-PROCUREMENT/CONTRACTING ACTIVITIES

A. Grant applications shall be the responsibility of the user Department.

B. The Department shall conduct analysis to determine if the contract relationship is a Contractor/Supplier or Sub-Recipient. This analysis shall be based on program requirements and regulatory definitions (if applicable). Concurrence from the City Attorney is strongly encouraged to ensure the appropriate contract format is selected.

2. SUBMITTAL REQUIREMENTS - DOCUMENTATION

A. It is the Department's responsibility to understand the grant and to communicate special requirements impacting purchasing/contracting to the

Department Head. The Department shall be particularly aware of prohibited practices, sole source and emergency limitations. All requirements impacting the purchase shall be communicated to the Department Head at the time of submittal.

B. For any federally assisted construction contract, the Department shall provide a Davis-Bacon Prevailing Wage Validation.

C. Departments shall factor the following into their analysis:

(1) The competitive thresholds associated with Federal procurements are distinct from the City's competitive thresholds.

(2) Geographic requirements may be disallowed.

(3) Additional marketing to small or disadvantaged business segments may be required.

(4) Sole sources and emergencies may be subject to the validation/approval of the external funding source.

(5) In procurements where Federal grant funds are a consideration and the contract value exceeds \$10,000, the non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed, including but not limited to all contract modifications. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. A cost analysis may be required to accompany a Sole Source Procurement unless otherwise waived by the Funding Agency.

(6) Pre-qualification may be disallowed.

(7) Piggybacking is disallowed.

(8) Compliance with Davis-Bacon Prevailing Wage determinations may be required for construction projects.

(9) Cost-plus pricing structure may be disallowed.

(10) Brand specific requirements and/or standardizations may be disallowed.

(11) Adequate competition, as defined by the funding source, may not consider "no-quotes" as quotes and may specify a minimum number of responses.

(12) For federally funded procurements only, the City **must** take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:

a.) Placing qualified small and minority businesses and women's business enterprises on solicitation lists thereby assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

b.) 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;

c.) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

d.) 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

e.) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

3. COMPLIANCE REQUIREMENTS

A. Departments shall be responsible for:

(1) Complying with cost principles for the initial procurement and all change orders.

(2) Development of independent estimates, if applicable.

(3) Development of price analysis/cost analysis, if applicable.

(4) Any Notices of Award, after-the-fact conditions, or Modification of Award documents for the life of the grant.

(5) Monitoring sub-recipients.

(6) Risk Assessments.

(7) Producing outcomes.

- (8) Grant file close-out.
- (9) All non-procurement related deliverables and requirements of the grant.
- (10) Compliance with all City administrative regulations concerning grants and contract administration as well as processing of all budget amendments and agenda requests.

AFTER-THE-FACT PURCHASES

Any purchase made outside the City's Purchasing Policy or required approval is considered an after-the-fact purchase.

PROCEDURES

1. All bidders are on notice not to perform any service or deliver any commodities without a duly authorized Notice to Proceed. The City is not liable for payment of any commodities or services received without a Pay Request.
2. Engineers will include language on each Pay Request that commodities or services provided without a Pay Request will not be an obligation of the City.
3. If a purchase exceeding the established procurement single transactions limit occurs outside of the standard purchasing process and ratification of the purchase is sought, the requesting Department must submit to the City Council a written memorandum signed by the Department Head containing the following information;
 - A. The circumstances that resulted in an after-the-fact purchase.
 - B. The necessity of the purchase and its public purpose.
 - C. Evidence that the price charged was fair and reasonable and
 - D. Actions taken by the department to preclude recurrence of the after-the-fact purchase.
4. Any violation of the Purchasing Policy can result in:
 - A. Revocation of purchasing authority and ability.
 - B. Reimbursement from employee to the City for any personal items purchased.
 - C. Individuals attending additional training on the Purchasing Policy.
5. Recurring occurrences of after-the-fact purchases will be tracked and reported to the Mayor.

PURCHASING QUOTES

The quotations may be obtained by the requesting Department. Quotes should be on company letterhead, quote forms, or in a similar format with a date and signature of an authorized representative of the Department or vendor.

If requesting Department cannot obtain three (3) separate quotes from three (3) separate qualified vendors, a Minimum Quote Certification Form (See Exhibit A) will need to be completed, signed by the Department Head. In the event that three (3) quotes cannot be obtained for whatever reason, the City may proceed with the purchase if within the guidelines.

COMPETITIVE SOLICITATIONS

1. The requesting Department will determine which competitive procurement method is most practical and advantageous to the City.

Those methods may be by:

- A. Invitation to Bid. (ITB)
- B. Request for qualifications pursuant to Consultant's Competitive Negotiation Act (CCNA) or those not governed by the CCNA.
- C. Request for proposals. (RFP)
- D. Sole source procurement.
- E. Design-build services contract in accordance with the CCNA and after coordination with the Mayor or designee.
- F. Request for qualification for construction management at risk services; or
- G. Multi-step bidding, including pre-qualification of respondents, if necessary or required.

2. Goods and services produced in the United States will be given preference when all other aspects in the bid selection process are equal.

3. It will be the objective of the City to consolidate for purchase and bidding, all goods and services of a similar nature.

4. The City is an Equal Opportunity Employer. To the extent permitted by law, as a condition of conducting business with the City, all individuals or organizations desiring to do business with the City shall have an Equal Opportunity Employment Policy consistent with state and federal law.

5. All competitive solicitations should include the following provisions:

“The City of Parker reserves the right to accept or reject any and all bids, proposals, competitive or otherwise, in whole or in part, to waive minor informalities in the solicitation documents, to obtain new bids, or to postpone the bid opening pursuant to the City's purchasing policies as they may deem in the best interest of the City.”

A. The period of time responses are valid after the date of the opening.

B. Public Entity Crimes Statement pursuant to Section 287.133(3)(a), Florida Statutes.

C. The number, duration and condition of any intended renewal periods.

D. If predictable, an estimated time for contract award.

E. The basis for award.

F. Procedures to award when tie bids are received.

G. All other requirements of the solicitation or related funding agreements.

6. The requesting department, in conjunction with the Engineers, will formulate specifications.

7. The requesting department shall provide cost estimates to the Engineers.

8. The Engineers will be advised if funds are available. If funds are not available, the requesting department is responsible for requesting any fund transfers and for notifying the Engineers when completed (as soon as possible).

9. Federally funded projects will follow Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards”, 2 C.F.R. Sections 200.213 and 200.317-326.

10. The Engineers shall determine the date, time and location for submitting bids, as well as the date, time and location of the Public Bid Opening.

11. The Engineers will advertise the request for bids at least once in a local newspaper of general circulation and the City's website at least ten (10) calendar days prior to when vendor(s) are required to respond. Projects projected to be valued over \$200,000 will be advertised in the newspaper of general circulation at least once and posted on the City Website for at least twenty-one (21) days prior to responses being due. Projects projected to be valued over \$500,000 will be advertised in the newspaper of general circulation and on the City Website for at least thirty (30) days prior to responses being due. The Engineer is responsible for determining the proper advertisement requirements and adhering to those requirements. Bid solicitations will be advertised in a newspaper of general circulation in the City and posted electronically. See Florida Statute Section 255.0525.

12. The Engineers will distribute bid documents.

13. If a bid or proposal requires payment for a copy of the bid or proposal, the Engineers shall collect such payment before releasing a copy of the bid or proposal package.

14. Acceptance and Evaluation. Responses shall be accepted without alteration or correction, except as authorized in this manual. Responses shall be evaluated based on the requirements set forth in the solicitation document, which may include, but are not limited to, criteria to determine acceptability such as: inspection, testing, quality, recycled or degradable materials content, workmanship, delivery, and suitability for a particular purpose and/or factors to determine a respondent's level of responsibility such as references, work history, bonding capacity, licensure, certifications, etc. Those criteria that will affect the price and that are to be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs. No criteria may be used in an evaluation that is not set forth in the solicitation, or in this manual.

15. After the opening, the Engineers will notify any respondents of any informalities in their response. They will have twenty-four (24) hours from the time of the notification to furnish the requested information to the Engineers. If the opening is on a Friday, they will have until Monday (5:00pm CT) to reply. If no response is received within twenty-four (24) hours of the notification, the package will be deemed non-responsive.

16. The requesting department will attend the opening and will review the submitted responses to ascertain the responsive, responsible respondent in accordance with the solicitation document that provides the best value to the City. All responses will be opened in public and prices will be read aloud as applicable to the solicitation.

17. The Engineers or the requesting department will place the item on the Council agenda for approval if amounts exceed \$125,000 or otherwise as required by law, statute, or the City's Code.

18. The Engineers will post the award decision, and issue a Notice of Award when necessary, after the bidding and selection process is totally complete.

19. The Engineers, in conjunction with the requesting department, is responsible for conducting any pre-construction meeting, if necessary, and issuing a Notice to Proceed after the full execution of any contract or agreement for a project that has been approved by the Mayor or designee.

20. Solicitations may be canceled or rejected in whole or in part when it is in the best interest of the City, as determined by the Mayor or designee. Notice of cancellation shall be posted on the City website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

21. If less than two (2) responses are received in response to a solicitation, the Engineers and/or the purchasing department may negotiate, in coordination with the Mayor, on the best terms and conditions. The Engineer shall document the reasons that such action is in the best interest of the City in lieu of re-soliciting.

WRITING SPECIFICATIONS – INVITATION TO BID

1. Solicitations must include specifications that are clear, accurate, and complete. Unnecessarily restrictive specifications or requirements that might unduly limit the number of bidders or proposals are prohibited. The solicitation should include all documents, whether attached or incorporated by reference that are elements of the specifications and requirements for the solicitation.

2. Specifications are written descriptions of needed supplies, equipment or services, clearly and concisely set out in the solicitation along with other material elements of the particular project. Alternative specifications are highly discouraged.

3. There are several types of specifications that can be considered:

A. Performance Specifications

- (1) The results of the product are more important than the product itself.
- (2) Specific end product capabilities, not method of construction.

B. Descriptive Specifications

- (1) Describes precisely what is needed.
- (2) Covers every detail to the end product.

C. Brand Name Specifications

(1) Specified by manufacturers name and model number.

(2) A product has been determined desirable based on past performance.

D. Closed Specification

(1) Two general types.

a) Single Product - e.g. HP computers

b) Multi product - e.g. HP computers, Dell computers

(2) General brand name specifications.

E. Open Specifications

(1) All manufacturers whose product meets the performance or description specified may bid.

(2) All performance specifications and all descriptive specifications are open specifications.

(3) Brand name specifications are open specifications if the phrase "or equal" is added.

(4) The phrase "or equal" establishes the brand name as a standard and all equal products are acceptable.

F. Reference Specifications

(1) The item desired is referred to by a number as established in a published specification or standard.

(2) Should use national specifications and standards.

(3) Be sure to read and understand what is referenced.

(4) A reference specification may include a number of different items. Be specific.

G. Combination Specifications

(1) Not possible to combine open and closed specifications.

(2) Can combine performance, descriptive, and reference specifications.

(3) Used in describing a product that must meet both physical and performance criteria.

(4) Be positive the combination will produce the desired result.

4. The requesting department and the Engineers are responsible for ensuring that the specifications include the following elements:

A. Description of the item to be purchased or a sufficient explanation of the services to be procured.

B. Dimensions, tolerance and performance expected of the item.

C. Reference to a sample, if any.

D. Bid price is to include net delivered price or no separate charges for delivery or other hidden cost.

E. The estimated quantity to be furnished by the vendor.

F. Time and place of delivery, and any conditions for the delivery.

G. If additives to a bid are to be considered, all details must be included.

H. If trade-in(s) is involved, the appropriate information must be included.

I. Pre-qualification requirements, if any. All contractors bidding on road projects shall be certified with the Florida Department of Transportation.

J. Bid, performance, and construction bond requirements, depending on the goods or services to be provided and the recommendation of the Risk Management Office.

K. If direct purchases will be used, the specifications should include direct purchase procedures.

L. Liquidated damages, if applicable.

M. The date and time requested for a pre-bid conference, if applicable.

N. The date and time requested for a notice to proceed date, if applicable.

O. The position title and a brief explanation of the duties of the City's representative(s) for the project.

P. The types and estimated timeframes for any inspections of the project to be conducted by the City's representative(s), if applicable.

- Q. For federal projects, the requirement to make maximum use of recovered/recycled materials.

MULTI-STEP SOLICITATIONS

Vendors may be prequalified as part of a multi-step solicitation based on such factors including, but not limited to, experience, financial capability, reputation, and management. The prequalified vendors may then be allowed to submit bids/proposals in response to the solicitation. Pre-qualification is not a conclusive determination of responsibility, and a prequalified vendor may be rejected as non-responsible at a subsequent stage in the procurement process.

CONSULTANT'S COMPETITIVE NEGOTIATION ACT

The purpose of this section is to ensure compliance with Section 287.055 Florida Statutes, known as the Consultant's Competitive Negotiation Act ("CCNA") as it may be amended from time to time. Architectural, engineering, landscaping architectural, registered land surveying and registered mapping services are required to be requested through a Request for Qualifications in accordance with the CCNA.

1. Public Announcement

It is the policy of the City to publicly announce all requirements for professional architectural, engineering, landscape architectural, land surveying, and mapping services, and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In the procurement of such services, the Department Heads may require firms to submit a statement of qualifications, performance data, and other information related to the performance of professional services.

2. Scope of Project Requirements

A. For specific projects, the City department requesting the professional services shall submit to the Mayor written project requirements indicating the nature and scope of the professional services needed by the requesting department, including but not limited to the following:

- (1) the general purpose of the service or study.
- (2) the objectives of the study or service.
- (3) estimated period of time needed for the service or the study.
- (4) the estimated cost of the service or study.

(5) whether the proposed study or service would or would not duplicate any prior or existing study or service; and

(6) the desired qualifications, listed in order of importance, applicable to the scope and nature of the services requested.

B. For Continuing Services, the City Department requesting the professional services shall submit to the Mayor, written project requirements indicating the nature and scope of the professional services needed, including but not limited to the following:

(1) the general purpose of the service or study.

(2) estimated period of time needed for the service or the study.

(3) the estimated cost of the service or study.

(4) the desired qualifications, listed in order of importance, applicable to the scope and nature of the services requested.

3. Review of Project Requirements

The Department Head or designee shall review the scope of project requirements and prepare a draft Request for Qualifications. The draft Request for Qualifications shall be submitted to the requesting department for consideration and revision, as may be needed, prior to public distribution of the Request for Qualifications.

4. Distribution of Request for Qualifications

The Department Head or designee can distribute the Request for Qualifications in accordance with standard procedures including publication of legal notice and provide notification of the date and time when such quotes are due.

5. Exemptions

This section shall not apply to any requirement for professional services if a continuing contract is in effect and a determination is made to utilize the continuing contract to obtain such services in accordance with 287.055(2)(g), Florida Statutes, where the estimated construction cost of each individual project under the contract does not exceed \$4 million or for a study activity if the fee for the professional services for each individual study does not exceed \$500,000.00.

6. Evaluation

The following language shall be used in its substantial form in solicitations where evaluations are required. The solicitation document shall specify evaluation procedures.

A. The Mayor or designee shall determine the Evaluation Group that will best serve the needs of the City.

B. Contact with the Evaluation Group. Members of the Evaluation Group are prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process, except in formal meetings.

C. Evaluation of Proposals. Only written responses of statements of qualifications, performance data, and other data received in City Hall by the publicized submission time and date shall be evaluated.

D. The initial ranking of proposals is based upon the criteria specified in the solicitation.

E. Presentations/Interviews. The Evaluation Group may choose to conduct formal presentations/interviews with firms prior to final ranking.

F. Final Ranking. The Evaluation Group shall use the ordinal process to rank the firms. The respondents shall be listed in order of preference. The list of best-qualified respondents shall be forwarded to the Mayor or the City Council, as appropriate, for approval prior to beginning contract negotiations.

7. Negotiation

Contract negotiations may be conducted by the requesting department or by a Negotiation Group to be determined by the Mayor or designee.

A. Negotiation Group. Membership of the Negotiation Group may include:

(1) City Clerk

(2) Agent of the requesting department or designee,

(3) City Attorney or designee.

B. Negotiation. The Negotiator(s) shall negotiate a contract with the firm considered to be the most qualified to provide the services at compensation and upon terms which the Negotiator(s) determines to be fair and reasonable to the City. In making this decision, the Negotiator(s) shall consider the estimated value, the scope, the complexity, and the professional nature of the services to be rendered. Should the Negotiator(s) be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm may be formally terminated. The Negotiator(s) shall then undertake negotiations

with the second most qualified firm. Failing with the second most qualified firm, the Negotiator(s) may formally terminate negotiations, and may then undertake negotiations with the third most qualified firm. Should the Negotiator(s) be unable to negotiate a satisfactory contract with any of the selected firms, the Selection Group may select additional firms in order of their competence and qualifications, and the Negotiator(s) may continue negotiations in accordance with this Section until an agreement is reached or until a determination has been made not to contract for such services.

DESIGN-BUILD CONTRACTS

1. Use of Design-Build Contracts (See F.S. Section 287.055)

The requesting department will determine if the design-build method is appropriate for a particular requirement subject to approval by the Mayor or designee. In determining whether design-build or contracting separately for professional design and construction services is in the best interest of the City, the following factors should be considered:

- A. The potential for cost savings and/or cost reduction.
- B. The need or potential for reducing the time to complete the project.
- C. The need or potential for enhancing revenue production by expediting completion, activation and operational use of the project.
- D. The need or potential to expedite the completion, activation and operation of the project due to public service considerations or user department operational needs and requirements.
- E. The potential for collaboration to develop designs and construction methodology that could provide a project with enhanced qualities of aesthetics, innovative use of materials, economy of construction, operational efficiency, and/or functional effectiveness.
- F. The need or potential for protecting, preserving and enhancing the health, safety and welfare of the public.

2. Design Criteria Package (“DCP”)

A DCP must be prepared and sealed by a design/engineer professional on staff or retained by the department. A design criteria professional who prepares the DCP is not eligible to render services under the same design-build contract that utilizes the DCP.

3. Review and Evaluation

The Evaluation Group shall review and evaluate all submittals that have been received prior to the announced deadline. This evaluation shall include a determination that the firms submitting proposals meet the design-build firm definition. Qualifications of the firm and project manager shall be considered for the design team as well as the construction team. The group shall select no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members of the firms.

4. Technical and Price Proposals

When using an adjusted score method, the selected design-build firm shall be required to submit a technical and price proposal. These proposals shall form the basis of contract negotiation and award of the design-build contract.

5. Design-Build Contract Award

The Evaluation Group shall submit a recommendation for award to the Mayor or designee for selection of one firm and two ranked alternates, and approval to negotiate and award a design-build contract with the selected firm, provided the final negotiated price does not exceed the project budget. Prior to award and execution of the design-build contract, the City may negotiate minor changes in the technical proposal and contract price for the purpose of clarifying and/or refining the project requirements and the services to be performed and/or the work to be done.

PIGGYBACK

Departments may request to piggyback on contracts for goods and services with other governmental entities, except for emergency purchases. The following must be submitted as a part of the request and specifications package:

1. A copy of the other agency's solicitation to include the awarded vendor's submittal.
2. A copy of the other agency's Purchase Order or contract and expiration date.
3. A letter from the awarded vendor, offering to honor the same prices under the same terms and conditions as indicated in the other agency's solicitation and subsequent contract.
4. Verification from the other agency that the vendor is performing satisfactorily.
5. Evidence and documentation of the procurement method used by the other agency.

SOLE SOURCE/NON-COMPETITIVE NEGOTIATIONS

Non-competitive selection of vendors and non-competitive purchasing may be used as a procurement method for purchases of products or services when available from only one source (sole source), or when it is determined by the Mayor, unless otherwise delegated, that there is only one practicable and reasonable source wherein competitive bidding is not feasible or not advantageous to the City.

The Department Head or designee may negotiate and use a sole source/non-competitive supplier or vendor if one or more of the following justifications exist:

1. The item is a component or replacement part for which there is no commercially available substitute and can be purchased only from the manufacturer, sole distributor or provider.
2. Compatibility is the overriding consideration.
3. A statement that describes why there is only one qualified sole source and a list of how many attempts and to who alternative sources were made.
4. A noncompetitive purchase will result in verifiable financial savings to the City.
5. The needed product or service is available from only one known source, and such determination has been made by the Department Head or designee.
6. The product or service is wanted for experimental trial/pilot or testing (Noncompetitive Purchase).
7. The product is purchased for resale.
8. Additional products or services are needed to complete an ongoing vital task (Noncompetitive Purchase).
9. A product or service is purchased from, or a sale is made to, another unit of government.
10. The needed product or service may be available from more than one source. However, due to documented advantages such as uniqueness, vendor qualifications, timeliness, etc., a non-competitive purchase may be initiated when such determination has been justified that there is only one practicable and reasonable source, with confirmation by the Department Head or designee.
11. Funds have become readily available through a grant process and must be spent in a time frame that does not permit competitive bidding.

RENEWAL AND EXTENSION

Renewals are pursuant to contract terms specifically providing for such renewal. Contract renewal options approved by the City Council may be executed by the Mayor or designee.

TIE BIDS

A thorough review of all tie bids shall be conducted by the Evaluation Group. Award recommendations shall be based upon delivery dates, reputation of the vendors involved, past performance, and location of the vendor. If all factors and conditions relating to the bids are equal, then the awarding of the bid will be determined by a flip of a coin, facilitated by the Mayor, with all appropriate and relevant parties in attendance, unless attendance is otherwise waived by a relevant party.

CHANGE ORDERS

After a Contract has been approved by the City Council or the Mayor, if a change order is required to correct errors, omissions, or discrepancies, or to direct other changes to meet unforeseen field, emergency, climatic, regulatory, or market conditions, the following shall apply:

1. All change orders must be in writing and include the additional scope of work or quantities, the amount of the change order, and any additional days added to the term or delivery date.
2. Change orders exceeding a cumulative total of ten percent of the contract price or a cumulative cost exceeding \$100,000, whichever amount is less, or where there is a materially significant change in the scope of services, the change shall be approved by the City Council.
3. If direct purchasing is being utilized in connection to a construction project, a deduct change order to the contractor in the amount of the direct purchase, shall be made in writing.
4. If the project is unable to proceed without the immediate approval of a change order, the Mayor or designee has the authority to approve the change order.

BID PROTEST PROCEDURES

In any competitive solicitation context, no later than seventy-two hours (72) following the day approval is granted, the Engineer will electronically notify a representative of each respondent of the award decision. Notification of an award does not constitute formation of a contract.

After notification of the award decision, any party with standing may challenge the decision by initiating an action in the Circuit Court of the Fourteenth Judicial Circuit in Bay County against the City. If a party intends to initiate such an action, it must electronically notify the Mayor and the City Attorney no later than one (1) business day after notice of the award. If no such notice is received by the City, the City may proceed to execute a contract to formalize the award decision. If the City does receive notice of intent to challenge the decision, the City will stay the contracting process, unless the Mayor or designee determines that the contract must proceed without delay to protect substantial interests of the City. If a party notifies the City of its intent to challenge a decision under this subsection, it must file its challenge within five (5) business days after providing its notice with the 14th Judicial Circuit Court in and for Bay County. If the party fails to file its action within this period, the City may proceed with the contracting process. If the party files its action, the Court will uphold the City's decision unless the Court determines that the awarding authority did not act in good faith and the challenger demonstrates illegality, fraud, oppression or misconduct by the City or anyone acting on the City's behalf.

No action other than an award decision can be protested, including (i) requests for quotations or requests for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount.

CITY CREDIT CARD (“C-Card”)

1. PURPOSE/OBJECTIVE

To provide City personnel the ability to secure products and services, with costs no greater than \$3,500.00, as required specific to their roles in serving the public. The C-Card program allows for a streamlined, prompt, and transparent response to those needs.

2. AUTHORIZATION

A. All C-Card requests are initiated by the Department Heads. Department Heads will also recommend the spending limit associated with each card they request.

(1) Spending limits require approval by the Department Head.

(2) The Bookkeeper will set up C-Card accounts, provide training to C-Card holders, make alterations as requested, and be the liaison between the bank (or financial institution), the department and the C-Card holder.

3. RESPONSIBILITIES

A. The cardholder is responsible for the following:

(1) C-Card Security

- (2) Adhering to C-Card policies
- (3) Obtaining and submitting all relevant Receipts

B. The Departmental Purchasing Card Representative is responsible for the following:

- (1) Ensuring all departmental transactions comply with the C-Card policy.
- (2) Reconciliation of monthly statements with the cardholder

C. The Department Head is responsible for the following:

- (1) Requesting C-Cards and establishing spending limits.
- (2) Designating C-Card representatives.
- (3) Ensuring departmental compliance with all C-Card policies.

D. The Administrative Department is responsible for the following:

- (1) Flagging and reporting questionable expenditures.
- (2) Balancing Bank C-Card transactions with the master statement.
- (3) Processing payment.

4. LIMITS AND RESTRICTIONS

A. The C-Card is for official City business only.

B. All items paid for with the C-Card are the property of the City.

C. Purchases for food and beverages are typically not allowed unless the Mayor or Designee has given prior approval listing the appropriate employees permitted to make food purchases.

D. Fuel may only be purchased in the following instances:

- (1) For City vehicles on authorized City trips outside of Bay County;
- (2) For an approved rental car on an authorized City trip outside of Bay County;
- (3) For undercover police officers;

(4) For City equipment, when emergencies with rental equipment or unforeseen times warrant the need to purchase fuel, instead of using the City's fuel facilities.

5. RESTRICTED ITEMS

A. The following types of items may **NOT** be purchased on a C-Card, regardless of the dollar amount:

(1) Cash advances.

(2) Purchase of goods or services for personal benefit/gain.

(3) Recurring maintenance, rental or lease of equipment that exceeds \$1,500 per year unless prior approval is received by the Department Head.

(4) Alcoholic beverages or tobacco products.

(5) Entertainment expenses.

(6) Utilities (i.e., telephone services, cable, electricity).

(7) Travel costs for a City traveler's companion, i.e. airline tickets, even if the traveler is reimbursing the City.

(8) Travel meals are not to be purchased on the C-Card unless by special exception approved in writing by the Department Head. In all cases, per diem rates must be used and requested in accordance with the City's travel policy.

(9) Travel perks such as spas, movies, or mini bar contents purchased by the traveler for personal use.

(10) Purchases from vendors that create a conflict of interest.

(11) Any software or computer related purchase (hardware, software, or online services) must be pre-approved by the IT Manager or designee. Unapproved software will be blocked from City Computers.

(12) Any additional goods or services specifically restricted by the Mayor or their designee, your Director, the City's budget, or the Employee Handbook.

(13) Any other purchase deemed prohibited by the respective Department Heads or Mayor.

6. COMPLETING TRANSACTIONS WITH VENDORS

A. Telephone/Email Orders

(1) The Cardholder must confirm that the vendor agrees to charge the C-Card when shipment is made so that receipt of the supplies or service may be certified on the monthly billing statement.

(2) Make sure the vendor understands that charges are not to be billed until the item has been shipped.

7. TAXES

A. Most purchases are exempt from sales tax.

B. The City is required to pay sales tax on fuel, airline fees, and resort/tourist taxes.

8. CREDITS AND RETURNS

A. Merchandise returned to the vendor must be credited to the City's account to which the transaction was charged. **Cardholders are not authorized to receive a cash payment or store credit for returned merchandise.**

9. SUSPENSION AND ACCOUNTABILITY

A. Suspension is a progressive step policy and may be put into effect due to:

(1) Failure to submit proper documentation to the Bookkeeper or departmental Purchasing Card representative by the established deadlines.

(2) Lost receipts.

(3) Inappropriate purchases of goods or services.

(4) Purchases that exceed the Cardholder's established C-Card limits for single item purchases.

(5) Circumventing established single transaction limits by "splitting" purchases into multiple C-Card transactions.

(6) Keeping a rebate or refund from a vendor, bank or other financial institution for personal use.

(7) Acceptance of a cash refund in lieu of credit to the C-Card account.

(8) Failure to report a lost or stolen C-Card.

(9) Purchases from vendors that create conflicts of interest.

B. Depending on the severity of the offense, the first offense could result in permanent revocation of card privileges. The cardholder's Department Head may take disciplinary action beyond the steps listed here.

(1) First Offense: The Department Head will give a written notification to the cardholder.

(2) Second Offense: The Department Head will give a written notification to the cardholder and suspend their card privileges for a period of up to three (3) months.

(3) Third Offense: The Department Head will give a written notification to the cardholder and their card privileges will be permanently revoked.

10. RECORDKEEPING AND RECEIPTS

A. When an allowable food or meal has been purchased, the itemized, detailed receipt must include the City event the food or meal was purchased for.

B. In the event all efforts to obtain documentation of a transaction have failed, the cardholder must attach a written description of the purchase along with a signed statement that the purchase was made in accordance with the City's C-Card policy. Failure to provide a statement may result in loss of the card and/or disciplinary action and the employee may be required to pay the City for the undocumented expense.

C. Repeated occurrences of lost receipts may result in suspension or revocation of the C-Card.

FEDERAL PROCUREMENTS

When property or services are procured using funds derived from a Federal grant or agreement (whether directly to the City or "pass-through" from another entity such as the State), the City is required to and will follow the Federal procurement standards in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 C.F.R. Sections 200.213 and 200.317 through 200.326. All procurements must be conducted in a manner that provides full and open competition. Micro-purchases of \$10,000 or less, do not require competition or a cost/price analysis provided the City considers the price reasonable. Small purchases, \$10,000 to \$250,000, require price and rate quotes from an adequate number of qualified sources. Sealed bids, competitive proposals and noncompetitive proposals may be used pursuant to the requirements of 2 C.F.R. Section 200.320.

1. It is the responsibility of the requesting department to notify the Bookkeeper whether federal funds will be used on any project and of any special conditions that are imposed upon the City through such federal funding.
2. The City shall use the same procedures as otherwise contained in this Purchasing Manual to the extent that they do not conflict with the Federal procurement standards. The requirements of 2 C.F.R. Sections 200.213 and 200.317 through 200.326 will apply in the case of a conflict. Applicable Davis-Bacon wage determinations shall be submitted by the requesting department together with technical specifications. Departments should ensure that Federal grant requirements do not prohibit the use of previously awarded vendors. The following additional procedures shall apply:

- A. Equipment.

Management and disposition of equipment purchased with funds deriving from Federal grants shall be in accordance with 2 C.F.R. Section 200.313. All property acquired must be used for federally authorized purposes until project funding ceases or until the property is no longer needed for the project and shall not be encumbered without approval of the federal awarding agency. Property will be managed and disposed of as follows:

- (1) Property records will be maintained that include a description of all federally funded equipment, a serial number, the source of funding including the FAIN, record of title, the date of acquisition, the cost, the percentage of Federal participation in the purchase, the property location, use and condition, and the ultimate disposition of the property.
- (2) A physical inventory of the property will be taken, and the results reconciled once every two (2) years.
- (3) The City's existing and customary property control system will be utilized to ensure against loss, damage or theft.
- (4) Property authorized for sale shall be sold in a manner ensuring the highest possible return.
- (5) Surplus property no longer needed for its original purpose may be used for other federally supported activities.
- (6) The City may sell or otherwise dispose of federally funded equipment with a current fair market value under \$5,000 in accordance with current disposition policy.

(7) The City will request permission from the Federal granting entity prior to disposal of equipment with a current fair market value over \$5,000.

B. Conflicts of Interest.

All City employees and officers are subject to the provisions of the Code of Ethics for Public Officers and Employees (Sections 112.311, Florida Statutes); Division 3, the Conflict of Interest provisions in this Manual and the provisions governing Federal conflicts of interest outlined herein.

For Federal procurements, no employee or officer of the City may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated above has a financial or other interest in, or a tangible personal benefit from a firm considered for a contract. Except as limited by the City Personnel Policy, officers, employees, and agents of the City may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Any potential conflicts of interest must be disclosed, in a timely manner and in writing, to the Federal awarding or pass-through agency. The assigned Grant Coordinator for the federally funded project is responsible for making this disclosure. Please see the City Personnel Policy– Conflicts of Interest.

In addition to the penalties provided in the Florida Statutes, a violation of any provision of the Code of Ethics for Public Officers and Employees; or this section, may subject an employee to disciplinary action up to and including discharge from employment.

C. Suspension and Debarment. The City is subject to the debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180.

The City may not enter into an agreement for property or services with an entity or person who has been disqualified (suspended or debarred) from participation in Federal programs or activities, unless the Federal granting agency grants an exception.

The City shall take reasonable steps to determine whether any vendor, contractor or consultant is or has been excluded or disqualified from participating in such transaction. Prior to awarding any bid, the Grants Coordinator shall check with System for Award Management (“SAMS”) Excluded Parties List System (“EPLS”) to ensure that the bidder or subcontractors, if applicable, are not disbarred or suspended from working with federally funded contracts.

The City shall include a provision in all agreements requiring contractors, vendors or consultants to comply with Part 180 when entering into covered transactions with subcontractors, sub-vendors and subconsultants, etc.

The City shall comply with all reporting requirements as mandated by the Federal granting agency.

- D. Settlement of Procurement and Contract Disputes. Any person or entity wishing to dispute the award of a bid, acceptance of a proposal, other procurement of property or services, or the application or interpretation of a contract or agreement relating to property or services procured using Federal grant funds shall submit all relevant information to the Mayor. Protested awards shall follow procedures set forth in the City of Parker Procurement Manual. For all other disputes, the Mayor or designee shall review all information presented and shall conduct such further investigation as he or she deems appropriate under the circumstances. After review of all relevant information, the Mayor or designee shall render a decision concerning the dispute, which decision shall be the final decision of the City. Persons not satisfied with the decision of the Mayor or designee, may proceed in accordance with Florida law.
- E. Local Preference. Local Preference will **not** be used in the evaluation of bids or proposals relating to procurements deriving from State or Federal grant funding, unless otherwise provided for in any specific grant agreement. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves a number of qualified firms, given the nature and size of the project, to compete for the contract.
- F. Minority- and Women-Owned Business Enterprises. The City does not discriminate on any basis within its procurement and contracting process and encourages the participation of minority- and women-owned business enterprises (collectively, “MBEs”). Within the limits of the U.S. Constitution, the City will

consider the firm's status as an MBE or a certified MBE, and also the status of any subcontractors or sub-consultants proposed to be utilized by the firm, within the evaluation process. Interested MBEs and certified MBEs are encouraged to respond.

- G. The City will take constitutionally permissible affirmative steps to assure that minority- and women- owned businesses are used whenever possible.

Whenever feasible, the City will procure items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

The City will procure solid waste management services in a manner that maximizes energy and resource recovery.

The City will maintain an affirmative preference program for procurement of recovered materials identified in the EPA guidelines. The City may consider the Minimum Content Standard, the Case-by-Case Standard, or a substantially equivalent standard, as set forth in the Resource Conservation and Recovery Act (RCRA) Section 6002(i)(3), as appropriate to any situation. The City may utilize the assistance of EPA Product Resource Guides located at <http://www3.epa.gov/epawaste/consERVE/tools/cpg/resources.htm> for all product categories for all covered procurements.

- 3. Contract Cost and Price. For every procurement in excess of \$100,000, including contract modifications or change orders greater than \$100,000, the City shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the City shall consider the complexity of work, the risk to be borne by the contractor, the contractor's investment, the amount of subcontracting necessary, the quality of the contractor's record and past performance, and industry profit rates for the surrounding geographical area. "Cost Plus Percentage" methods for determining profit may not be used.

4. Contract Provisions. All contracts or purchases must contain the applicable provisions required pursuant to Section 200.326 and Appendix II to Part 200 of the Code of Federal Regulations. These include, but are not limited to:

A. Contracts in excess of \$100,000 must address legal remedies in instances where contractors violate or breach contract terms and provide for sanctions and penalties as appropriate.

B. Contracts in excess of \$100,000 must address termination for cause and for convenience by the City.

C. All contracts must include the Equal Employment Opportunity clause as provided in Appendix II; When required, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act, as supplemented, requiring contractors to pay laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination issued by the U.S. Department of Labor, which determination must be included with all solicitations.

D. Where applicable, all contracts in excess of \$100,000 that involve mechanics or laborers must include a provision for compliance with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708;

E. Where applicable, a clause requiring compliance with the Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, 37 C.F.R. Part 401;

F. Contracts more than \$100,000 must require compliance with the Clean Air Act and Clean Water Act and associated regulations.

G. Contracts must include requirements concerning mandatory standards relating to energy efficiency as contained in Florida's Energy Conservation Plan.

H. Contracts must include requirements that a contract award may not be made to debarred and suspended parties as listed on the SAM EPLS.

I. For contracts more than \$100,000, requirements for compliance with the Byrd Anti-Lobbying Amendment.

J. Contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") stating that each contractor or subrecipient must be prohibited from including, by any means, any person employed in

the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled; Contracts for federally funded projects must include clauses required by Federal statutes and executive orders and their implementing regulations, including the provisions listed in Appendix II to 2 C.F.R. Part 200 – Contract Provisions for Non-Federal Contracts under Federal Awards.

INSURANCE REQUIREMENTS

The Mayor or designee shall determine what insurance and conditions will be provided based on the type of goods or services to be purchased. Generally, any of the following insurance requirements may be included in a contract, lease or agreement, as applicable:

1. Indemnification and Hold Harmless Agreement
2. Waivers of Subrogation
3. Additional Insured Endorsements
4. Deductibles and Self-Insured Retentions
5. **Liability Insurance Coverages** (all or some)
 - A. Commercial General Liability
 - B. Umbrella or Excess Liability
 - C. Owners Protective Liability
 - D. Automobile Liability
 - E. Leased Employee Liability
 - F. Garage Keepers Liability
 - G. Watercraft Liability
 - H. Host Liquor Legal
 - I. Liquor Liability
 - J. Aircraft Liability
 - K. Pollution/Environmental Impairment Liability

- L. Professional Liability, Malpractice and/or Errors or Omissions

6. **Property Coverages**

- A. Property Coverage (leased property)

- B. Builders Risk Coverage

- C. Installation Floater

- D. Contractors Equipment

7. **Workers' Compensation**

- A. Workers' Compensation Policy

- B. Employers Liability

- C. United States Longshoreman and Harbor Workers Act Coverage

- D. Alternate Employers Endorsement

7. **Other Requirements**

- A. Motor Truck Cargo

- B. Drug Free Workplace Program

- C. Sub-Contractor Agreements

- D. Fidelity/Dishonesty Coverage

- E. Bonding

FLORIDA PROMPT PAYMENT ACT

Payment for all purchases by the City shall be made in a timely manner in accordance with the provisions of the "Local Government Prompt Payment Act," Sections 218.70 – 218.79, Florida Statutes.

DIRECT PURCHASE

The City may elect to purchase materials and equipment included in any contractor's bid for a portion of the work directly from the supplier of such materials or equipment in order to achieve sales tax savings. Direct purchase language should be included in the solicitation documents if it may be applicable to the project.

The contractor shall submit to the City a list of materials and equipment appropriate for consideration by owner as direct purchase materials. If the City elects to purchase any direct purchase materials, the contractor shall promptly furnish to the City, at least seven (7) days prior to the date such direct purchase materials are needed, a written cost estimate to purchase the approved direct purchase materials. Upon the City's receipt of the estimate and supporting materials, the City will review the same and, if approved, inform the supplier. The contractor shall fully cooperate with the City, providing verification of direct purchase, monitoring deliveries, obtaining delivery tickets and invoices. A deductive change order to the contract will be issued for the project to account for direct purchases.

EXHIBIT A
MINIMUM QUOTE CERTIFICATION FORM

Department Head _____

Item(s) Requested _____

Vendor/Contractor 1: _____

- 1. Date(s) of Request(s) _____
- 2. Time(s) of Request(s) _____
- 3. Amount(s) _____

Vendor/Contractor 2: _____

- 1. Date(s) of Request(s) _____
- 2. Time(s) of Request(s) _____
- 3. Amount(s) _____

Vendor/Contractor 3: _____

- 1. Date(s) of Request(s) _____
- 2. Time(s) of Request(s) _____
- 3. Amount(s) _____

Department Head Signature

Date