

# PURCHASING AND SALES POLICY AND REGULATIONS



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# FOREWORD

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The purpose of this Purchasing and Sales Policies and Regulations (PSPR) Manual is to provide all departments with the policies and regulations adopted by the Alachua City Commission for the procurement of goods and services and the purchase and sale of real and personal property. The policy of the City Commission and directives contained in these regulations are designed to maximize the value of public funds and guarantee a transparent and uniform system based on quality, efficiency, fairness and integrity.

The terms purchasing and procurement are used interchangeably in this PSPR Manual and both defined as the studied and established process by which the city acquires goods, services and interests in real and personal property. Sale is defined as the disposing of city interests in real or personal property. Both functions are a part of the overall business of the city.

The voters of Florida in 1976 approved Article II, Section 8 of the Florida Constitution entitled "Ethics in Government". The Florida Legislature then enacted 112, Part III, of Florida Statutes (hereafter F.S.) entitled "Code of Ethics for Public Officers and Employees" that authorized and created the Commission on Ethics. The City of Alachua has since adopted and codified, as Secs. 2-65 through 2-100 of its Code of Ordinances, the Code of Ethical Standards specifically tailored to the conduct of city affairs.

The regulations set forth in this PSPR Manual are to be read and applied in a manner consistent with the ethical standards cited, applicable Florida law and the overall best interests of the public.

Sec. 4.03 of the City Charter provides that the City Manager is purchasing agent for the City and that all purchases and sales conform to such regulations as the City Commission may from time to time prescribe. This PSPR Manual is adopted by the City Commission to meet the requirements of the Charter and to inform the public and all those involved in carrying out the business of the City of the regulations in place. The City Commission reserves the right to amend, revise or replace these regulations from time to time and to waive any requirement or process herein as the Commission deems appropriate.

The City Manager, as set forth in Sec. 4.03 of the City Charter, is responsible for the proper administration of the affairs of the city and specifically designated as city purchasing agent. The Purchasing Division will function at the direction of the City Manager or designee pursuant to the City Charter and this PSPR Manual as it may from time to time be amended.

## **OBJECTIVES**

- Deal fairly and equitably with all seeking to do business with the City of Alachua.
- Provide transparent, fair and efficient procurement services.
- Adhere to all laws, regulations and procedures related to procurement and disposition of city property.
- Maximize competition for all procurements of the city.
- Purchase goods, services and property from capable vendors meeting city requirements at the best value, if not lowest price, consistent with quality performance and delivery requirements.

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**1.01 General Guidelines**

## A. General Application

1. It is important to note the expenditures authorized by the city are appropriated during the annual budget process. The budget for each fiscal year, October 1 through September 30, is established in the prior year after three or four public noticed and held Budget Workshops followed by two public noticed and held City Commission meetings to consider the budget adoption resolution. The public is notified of all public and open meetings and encouraged to participate in the budget making process. The policies and regulations published in this PSPR Manual establish the process of checks and balances to assure previously approved, allocated and appropriated funds are spent in accordance with the budget that was established and adopted in open public meetings. The City Manager and staff are charged with the responsibility to use funds only as authorized by the City Commission and as set forth in the budget.
2. Certain State Statutes preempt, apply to and regulate specific procurement practices set forth in this PSPR Manual. The specific statutes are referenced throughout the manual, incorporated in the policies and regulations and are here identified and briefly summarized for convenient and quick reference.
  - a. Sec. 180.24, Fla. Stat. – Contracts for [utility] construction; contract, bonding and procurement advertising requirements for utility projects.
  - b. Sec. 255.05, Fla. Stat. – Payment and Performance Bond requirements for the construction of public projects; labor and supplier claimants must pursue action against the payment bond and not the city.
  - c. Sec. 255.025 (2), Fla. Stat. – Advertising and other notice requirements for competitive solicitations and other requirements concerning city construction and publicworks projects. Specific cost thresholds determine if the statute section applies, the thresholds and other provisions are subject to change by action of the legislature (as in the case with all statutes).
  - d. Sec. 255.20, Fla. Stat. – Local bids and contracts for public construction works; specification of state-procured lumber [requires competitive procurement for public building, structures or other public construction projects or electric work exceeding certain thresholds].
  - e. Sec. 287.055, Fla. Stat. – [Consultants’ Competitive Negotiation Act] Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties. Statute applies only to the names professional services and is triggered by cost thresholds (check with the Purchasing Division about scope of work descriptions and breakdown by tasks).
3. The terms and provisions of this PSPR Manual shall be deemed to be a part of the terms and conditions of each procurement, purchase order (PO), contract or other business transaction between the City of Alachua and another party except as

expressly provided herein or by written exception to one or more of the requirements provided for in this PSPR Manual with respect to a particular procurement, purchase order or contract.

4. All city departments are required to follow the provisions and policy of this PSPR Manual unless otherwise governed by specific action of the City Commission or by the City Manager as to matters of administration (paragraph 6) or in an emergency (paragraph 7).
5. These general guidelines and all other expressions set forth in this PSPR Manual apply to all relationships and contacts with the public by city staff and vendors, and, between vendors and city staff in any matter or work doing the business of or with the city.
  - a. City Staff Responsibility
    - (1) City staff shall treat the public, each other, vendors and all other persons with courtesy and respect.
    - (2) All are responsible for complying with City Personnel, Safety and Wellness Procedures.
  - b. Vendor Responsibility
    - (1) All vendors, employees, agents and representatives shall treat the public, city staff, other vendors and all other persons with courtesy and respect.
    - (2) All must adhere to Safety Standards and practices required by law, contract and the standards of the relevant industry.
  - c. Summary
    - (1) In essence, it is required that all persons employed by or doing business with the city treat the public, each other and all other persons with courtesy and respect.
    - (2) Proper conduct entails practicing good personal hygiene, working safely and includes the wearing of clean and orderly clothing taking into account common sense and working conditions.
6. The City Manager is authorized, pursuant Section 4.03 of the Charter and by the adoption of this PSPR Manual by the City Commission, to alter or replace ministerial practices set forth in this PSPR Manual in order to incorporate innovations in information technology (I.T.), accomplish administrative efficiency or for any other ministerial purpose that accomplishes the policy, commitment to ethics in government and serves the best interest of the public. The reasons for such administrative changes shall be presented within 120 days of implementation to the City Commission as a request for amendment of this PSPR Manual. The 120 day “trial period” is to allow time to evaluate any change and refine language to create a smoothly evolving administrative process for carrying out City Commission policy.



7. The City Manager may waive any requirement set forth in this PSPR Manual in the event of an emergency, necessity or other exigent circumstances. The reasons for such waiver shall be documented in writing and presented, along with such supporting data as necessary, to the City Commission as soon as time reasonably allows.
8. There shall be no manipulation or separation of items to be purchased in order to avoid a more competitive procurement threshold. The intent of this provision is not only to maintain the integrity of the competitive process but to clearly report and reveal the quantity and cost of product, property or service involved in each transaction.
9. The comments set forth in this PSPR Manual are not intended to represent legal advice or legal interpretations of the law or procedure. The effort here is to set forth a usable set of regulations to guide the City Manager and staff in carrying out the policy of the City Commission.

#### B. Delegation of Authority

1. Any act authorized by this PSPR Manual or by the City Manager to be carried out by a named employee or then occupant of a specified position may be carried out by the designee of such named employee or occupant of the specified position.

#### C. Written Contract

1. As described and provided for in Section 3 will be entered into between the city and all vendors.
  - a. A PO is a contract but does not meet the requirements of this provision unless approved by the Purchasing Division.
  - b. Exceptions
    - (1) Category I (see G.1. below) purchases unless the Department Director determines there is an exposure to city liability beyond the amount of the purchase.
    - (2) Purchases on an established account or with a credit card.
    - (3) Invoices and scheduled payments pursuant to an existing contract and/or issued PO.

#### D. Real Property

1. The ownership of real property is a matter solely within the discretion and authority of the City Commission. No parcel of real property may be acquired, encumbered or transferred without City Commission approval. However, the City Manager is authorized to and may delegate responsibility for accepting the property of others, such as public utility easements, as are necessary in the normal course of municipal business. The City Manager is also authorized to initiate or entertain discussions and negotiations with other parties concerning the sale or purchase of real property interests as long as all parties are aware any proposal must be presented to and approved by the City Commission.

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## E. Contracts and Change Orders

1. Category V request (see G. 5. below) require approval of the City Commission. Contracts submitted to the City Commission for approval shall not include a provision providing for prior authorization of change orders calculated as a percentage of the original contract price or other method. This PSPR Manual sets forth the process, procedures and levels of authority for all city procurement and disposition of personal and real property. Contracts and Change Orders shall be governed accordingly.

## F. City Attorney Review

1. The review and approval of any agreement or action by the City Attorney is legal advice directed only to the City Commission individually in the performance of the official duties of each member, collectively as the governing body of the City of Alachua. Such advice is not for the benefit of nor shall it be relied upon by any other party.

## G. Requirements by Category

1. **CATEGORY I - Purchases less than \$2,500:**

May be approved by the Department Director. Prior to the purchase, the Department Director must verify funds are available within the respective budget line. The Department Director is responsible for signing the receipt/invoice, supplying the G/L account number and returning the receipt/invoice to Accounts Payable. No requisition or respective purchase order is required.

2. **CATEGORY II - Purchases of \$2,500 but not greater than \$15,000:**

Must be accompanied by two (2) quotes which may be either oral or written, oral quotes must be documented and included with requisitions. A requisition and corresponding purchase order are required.

3. **CATEGORY III - Purchases greater than \$15,000 but not greater than \$25,000:**

Must have a minimum of three (3) written quotes. A requisition and corresponding purchase order are required. *Each procurement must be included in a written monthly report to City Commission.*

4. **CATEGORY IV - Purchases greater than \$25,000 but not greater than \$100,000:**

Must have a minimum of three (3) written quotes and must be approved by the City Manager. A requisition and corresponding purchase order are required. *Each procurement must be included in a written monthly report to City Commission.*

5. **CATEGORY V - Purchases greater than \$100,000:**

Must be awarded on the basis of sealed competitive bidding unless exempt from bidding requirements and be approved by the City Commission. A requisition and corresponding purchase order are required.

**6. CATEGORY VI – Inventory:**

A requisition and corresponding purchase order are required for all inventory items regardless of cost.

**7. CATEGORY VII - Credit Card Programs:****a. Individually Assigned Purchasing Card Program (P. Card)**

- (1) The City Manager shall have the authority to implement a P. Card Program with adequate guidelines and controls whereby a credit card is issued/assigned to individual employees selected and approved by the City Manager for use in making authorized and proper city purchases. The City Manager shall establish, and may modify from time to time, procedures and guidelines for the use of the P. Cards as are in the best interests of the public. The Purchasing and Sales Policy and Regulations adopted by the City Commission shall control in the event of a conflict with the P. Card Program Procedures.

**H. Adaptation of Category Requirements**

1. There are situations where no responses, or less than those called for in G. above, are received by City to advertised or otherwise sought solicitations for competitive quotes, bids or proposals. The following general guidelines are established for application in such circumstances so that the business of the city moves forward in an efficient and timely manner.

**a. Category V (See Section 1.01 G.)****(1) No responses received by City**

- (a) The City Manager may, when no Bids or Proposals are offered the City after an advertised solicitation process including but not limited to when no bids are offered after the completion of the RFB process, no proposals are received after the RFP process, no proposals are received after the RFQ process or no proposals are received after the RFI process, designate a city staff member or members to identify one or more responsible and qualified vendor(s) of the products or services required and to negotiate an agreement(s) with that (those) person(s) or entity(ies) on the best terms and conditions reasonably achievable in the then existing market conditions.

**(2) One or More Responses Received**

- (a) Should the advertised solicitation for competitive proposals yield one or more proposals, an award may be made, as long as all other requirements of this PSPR Manual are being met.

- (3) Should all responses exceed the funds available to the city to complete any project, as determined within the complete discretion of the city, the city shall have the discretion to negotiate with the lowest responsive and responsible bidder, employing value engineering, reduction in scope of work or any other method employed in a like set of circumstances, to reconcile the scope of work, price and funds available to achieve a contract with the lowest qualified bidder to perform the public work achievable under the circumstances then existing.



b. All Categories, Less V and VII

(1) Quotes or Proposals less than requirements

- (a) The name and contact person of vendors that declined to offer a quote or proposal sought by the City must be documented when the number of responses called for in Section 1.01 G. is not received. When the number declining, together with the proposal(s) received, at least equals the total number of proposals required, an award may be granted. No such documentation is required if the required number is received.

c. Negotiation of Price, Terms and Conditions is always encouraged in establishing the final award.

2. The City always reserves the right to cancel all solicitations, proposals and cancel or renew any procurement or sale process

I. Blackout Periods

1. This PSPR Manual provides for Blackout Periods where there is to be no contact between city representatives and vendors or potential vendors. There also is to be no collusion among vendors or with members of city staff that in any way does or gives the appearance of impropriety. The city here makes it clear to all concerned that any evidence or reasonable appearance of such impropriety in any financial dealing with the City of Alachua will result in appropriate action by the city to protect the integrity of city business and public funds. **Blackout Periods** are further described and defined as:

- a. Communication, direct or indirect, oral, written, electronic or by any other means, from a bidder/offeror or prospective bidder/offeror regarding the subject matter or the specifications of any advertised with any city employee, elected official, selection committee member or representative of the City, from the issuance of the specifications until the city makes the award is prohibited. Prohibited communication as described can be grounds for disqualification of any bidder for current, existing or future awards. Such improper conduct also can form the basis for legal action against any bidder for recovery by the city of damages resulting from such improper conduct. Exceptions to the foregoing rule are: (1) Oral presentations to a selection committee made at the written request of the city; (2) Written requests for interpretation of work or specifications concerning a specific city solicitation. Such requests must be made as directed and within the time constraints set forth in each specific solicitation. (3) Communication **during** a Pre-Bid Conference.

- b. The city will respond to each request within the time frame set forth in each solicitation by publishing such request and response on the city website so as to make all such communications available to all bidders/offerors. It is the responsibility of all interested parties to monitor the city website throughout the entire process. The blackout does not prohibit contact with city staff when the vendor is doing business with the city on another contract or where the vendor meets with staff with regard to matters unrelated to the contract or solicitation at issue. No communication prohibited by this section shall occur during such unrelated contact.

- c. The solicitation or bid will be deemed to be issued within the meaning of this provision at the earliest date and time of its posting, advertising or electronic publication on the city website. The manner of issuance is at the discretion of the Purchasing Division and as prescribed by law.
- d. The provisions concerning the blackout period and procedures shall be deemed incorporated in the other sections of the PSPR Manual related to all other competitive methods of procurement and sale.

#### J. Minority, Small and Local Business Utilization

1. It has been and continues to be the policy of the City of Alachua, as set forth throughout this PSPR Manual, that active and continuing efforts are made to bring about the participation of diverse and all inclusive vendors and enterprises in doing the business of the city. The Purchasing Division shall, through such resources as the State of Florida Office of Supplier Diversity, identify businesses meeting the definition of a small/minority business as described in 288.703, F.S. and take reasonable steps to encourage such businesses to compete and participate in the business of the city.
2. Local businesses are a critical part of the Alachua community by paying local taxes, providing jobs for our citizens, supplying necessary products and services and contributing in many other ways. The Purchasing Division shall actively encourage the participation of local business in the competition for city business.

#### **1.02 Community Redevelopment Agency(ies) and all other Boards or Committees**

- A. Any Community Redevelopment Agency (CRA) established by the city pursuant to Florida law shall follow the policy, regulations and procedures set forth in this PSPR Manual.
- B. All Boards or Committees created by the City Commission or by the City Charter shall follow the policy, regulations and procedures set forth in this PSPR Manual.

#### **1.03 Exclusions**

- A. The following purchases are excluded from competitive requirements.
  1. Agreements between the City Commission and non-profit organizations or governmental entities including the procurement, transfer, sale or exchange of property, goods and/or services.
  2. Any properly assessed charges for permits, fees or other costs required to be paid by the city to any governmental agency including those required internally by the city.
  3. Debt recovery service, debt payments; postage; utility and communication services including telephone and internet service providers; and costs of job-related travel, seminars, tuition, registration and training.
  4. Insurance or City funded claim settlements or payments.
  5. Purchase Power Agreements.

6. Dues and memberships in trade or professional organizations; subscriptions for periodicals and software applications; advertisements; used equipment including vehicles; abstracts of title, ownership and encumbrance reports, title insurance and other real property acquisition or sale transaction costs or expenses; copyrighted materials; patented materials; art and artistic services including graphic design, entertainment performances and advertising (video and other production material); employment agreements; medical services; legal services including paraprofessional compensation; and service required by proprietary ownership such as CSX Railroad carrier and fees.
7. Purchase of construction materials included in the scope of an awarded construction contract.
8. Annual software maintenance agreements less than \$25,000 per year.
9. Purchases in accordance with State of Florida or Federal GSA Contracts as well as contracts awarded by any local, state, or national government agency cooperative purchasing organization or purchasing association.
10. State of Florida and federal GSA Contracts do not require further documentation or reference.
11. Any purchase pursuant to a contract with another government agency, municipality, a county or cooperative purchasing organization or association requires full documentation that the contract was competitively bid. It shall be the responsibility of the Purchasing Division to verify and maintain current documentation as described.

#### **1.04 Forms**

- A. All Forms referred to by Title in this PSPR Manual shall be 8.5 x 11 format as designed and modified by the Purchasing Division and approved by the City Manager or designee from time to time. The adopted designation and effective date shall be included on the bottom left corner of each form and the page number on the bottom right corner of each form. All forms shall be designed and function to meet the purpose set forth in the section where each is described and identified. The forms shall be published on the website by the Purchasing Division.

#### **1.05 Open Meeting and Public Records Compliance**

- A. The following is an outline of the process to be followed in complying with the requirements of this PSPR Manual to insure uniformity and compliance with the laws guaranteeing open meetings (Sunshine Law) and access to public records.
- B. The City Clerk and, specifically, the Office of the Deputy City Clerk, is responsible for:
  1. Publishing and posting all required public notices.
  2. Maintaining the records (file) of public meetings held as identified in this PSPR Manual.
    - a. Making a recording of each and generating minutes.

- b. Maintaining a separate official record file of each solicitation (the user department and all other departments may retain copies or records in accordance with the law and city procedures).
3. Remaining the source for information and direction concerning public meeting and public records questions. All outside inquires or requests shall be so directed.
4. Receiving and processing all public records requests.

**2.01 Mission**

- A. The mission of the Purchasing Division is to procure quality property, goods and services at the lowest possible cost consistent with the quality needed to provide the very best service to the public while assuring fair and equal opportunity to all qualified vendors. Further, to oversee the fair and efficient sale/disposal of surplus city property.

**2.02 General Statement**

- A. The Purchasing Division shall be responsible for the implementation and administration of the Policy and Regulations set forth in this PSPR Manual.
- B. All changes to this PSPR Manual require approval of the City Commission as set forth herein. This PSPR Manual supersedes all previously adopted policies, regulations and ordinances.

**2.03 Purpose**

- A. Coordinate the centralized system established in this PSPR Manual;
- B. Promote public confidence in the integrity and transparency of the procedures followed to procure goods and services and in the disposition of city property;
- C. Ensure fair and equitable treatment of all who participate;
- D. Maximize economy and quality in purchasing.

**2.04 Function**

- A. Develop purchasing objectives, policies, programs and procedures for the acquisition of materials, equipment, supplies and services.
- B. Ensure all purchases are made according to federal law, Florida law and this PSPR Manual.
- C. Coordinate, standardize and supervise purchasing procedures for all departments.
- D. Initiate reports necessary for analysis of overall performance.
- E. Assemble specifications in cooperation with departments to subsequently be included in all Requests for Information (RFI), Requests for Bid (RFB), Invitation to Negotiate (ITN), Requests for Proposal (RFP) and/or Requests for Qualifications (RFQ).
- F. Establish and coordinate the administrative and support process necessary to accomplish the goals and policy set forth in this PSPR Manual.
- G. Provide contract administration when directed by the City Manager or designee.
- H. Promote good will between the City of Alachua and its vendors. Encourage full and open competition wherever possible. Assure fair and equitable business dealings with all vendors.



- I. Gather knowledge of current developments in the field of purchasing, including but not limited to, prices, market conditions and new products. Secure for the city the benefits of research conducted in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations and private businesses and organizations.
- J. Oversee the sale of surplus city personal property and coordinate with the City Land Rights Coordinator the purchase and sale of real property rights.

## **2.05 Responsibilities**

- A. Deal fairly and equitably with all seeking to do business with the City of Alachua.
- B. Provide transparent, fair and efficient procurement services.
- C. Adhere to all laws, regulations and procedures related to city procurement and disposition of city property.
- D. Maximize competition for all procurements of the city.
- E. Maximize savings and return through innovative buying.
- F. Purchase goods, services and property from capable vendors meeting city requirements at the best value, if not lowest price, consistent with quality performance and delivery requirements.
- G. The city, as trustee of public funds, finds that it is inconsistent with its fiduciary responsibility and that a conflict of interest exists for it to engage in business activity with any person, as defined by Chapter 1, Section 1.01 (3) of Florida Statutes, individually or through another person, as so identified in Chapter 1 of the statute, that is indebted to the city and such debt remains or such person otherwise has a history of being in arrears in payment of debt to the city. The city shall not engage in city business activity with such persons and that person or persons shall be deemed not a responsible vendor unless and until all debt is satisfied and the City Commission, in its discretions, finds the person to be a responsible vendor or party.

**3.01 Purpose**

- A. This section is included in the PSPR Manual to help bring about a uniform understanding of the process of contract management, better coordination of the efforts of staff and result in the most efficient and evolving process of continuously working to do the best job of doing the business of the public.
- B. Contract administration begins when it is determined a contract is necessary. Aspects of contract administration include negotiation between the parties, preparation of all written documents, review and comment by various departments, proper approval and execution, distribution, filing and monitoring from the notice to proceed to final closeout.
- C. A contract can be oral or written. Oral agreements are not a part of the city business format because they are, despite common understanding, too complicated. Oral agreements are subject to the memory and understanding of persons involved in the negotiations, and, the availability of both. Written contracts contain agreed upon language and, in almost all cases, are interpreted by the courts based only in that language. The availability and good memory of those "agreeing" to a contract are not issues in the interpretation of a written contract.
- D. The business of the city shall be conducted by written contract. A written contract can be in the form of a document prepared for a specific transaction, a written purchase order, work order or a charge on an established account. All named examples are based in written agreements (contracts). Purchases funded by petty cash are a rare exception but represent small dollar amounts.
- E. Contracts that are in conflict with the federal or state constitution, applicable law or otherwise violate public policy are most often found invalid and unenforceable.

**3.02 Contract Development**

- A. Contract Preparation
  - 1. Offered by Vendor.
  - 2. Prepared by Compliance and Risk Management Department.
  - 3. Prepared by City Attorney.
- B. Contract Content
  - 1. Specific details include but are not limited to;
    - a. Type of product or service to be provided,
    - b. Method of payment, schedule,
    - c. Contract term,
    - d. Termination clause,

- e. Change order statement,
- f. Time schedule of project,
- g. Remedies,
- h. Public Records,
- i. Right of audit,
- j. Governing law (Florida),
- k. Venue (Alachua County),
- l. Successor and assignee provisions,
- m. Insurance statement and certificate of insurance requirements,
- n. Performance or other applicable bonds,
- o. Entire agreement statement,
- p. Signature authority,
- q. A scope of work statement according to various phases or tasks, if any, and the time restriction of each phase,
- r. Owner direct purchase option as appropriate.

## 2. Topics and Clauses

- a. City will not normally indemnify a private party, but the vendor must indemnify and hold harmless the city for loss it causes (either directly or through an agent, subcontractor or employee) caused by a product or service supplied by or on behalf of the vendor by any negligence, breach of agreement or wrongdoing.
- b. City will not waive sovereign immunity and shall reserve the limits of liability under Section 768.28, F.S., notwithstanding any implied or express term elsewhere in the contract or any other document furnished by the vendor.
- c. The contract will clearly set out that the product or service will be fit for all purposes intended and that the quality of the product or service will be consistent with applicable commercial standards.
- d. No implied or express limitation of warranty shall be included.
- e. Clearly stated and precise product and service performance standards will be included. Product specifications and literature supplied by the vendor may be

attached and incorporated as an exhibit to establish the required performance standards.

f. **Sample – Time is of the essence** - “The parties agree that time is of the essence in the completion of this contract and the delivery of goods and services pursuant to the agreement. The deadline for completion of delivery or furnishing of services pursuant to this agreement is \_\_\_\_\_ (**insert date**). Unless the contractor/vendor obtains a change order that extends this deadline, this deadline is a mandatory provision. A change order extending the deadline will not be granted unless the need for an extension of time is for reasons outside of and beyond the reasonable control of the contractor/vendor. Examples of good cause shall include labor shortage, pervasive shortage of materials and supplies necessary for the engagement, acts of terrorism or war, and/or extremely unusual and severe weather that disrupts the ability to perform the work or deliver the services required. Unless the time is extended, there shall be liquidated damages for failure to comply as set out hereinafter. The parties agree that in the event there is a default in completing this contract by the required deadline, that the city will suffer damages, and that the amount of such damages cannot be determined at this time with reasonable certainty. Therefore, the parties agree that liquidated damages of \$\_\_\_\_\_ (**insert daily liquidated damage rate**) for each day beyond the scheduled completion date shall be assessed against the contractor/vendor and shall be due from the contractor/vendor for failure to achieve the required completion deadline. The parties agree that this amount of liquidated damages is not a penalty and is a reasonable and close approximation of the actual damages that would be suffered by the city for failure to achieve the contract deadline.”

g. **Sample – Most favored nation** - “The contractor/vendor shall amend the contract or the terms and conditions of the purchase agreement to provide the city with any and all contract terms or provisions, including price, where such amended terms are required in order to insure that the city is receiving the most advantageous terms and prices for contractor/vendor goods and services that contractor/vendor extends to any other client or customer. This is a most favored nation clause as that term is understood generally in a commercial context, and it is the intention of the parties that the city shall have, by amendment of the terms hereof, as necessary, terms and conditions that are as favorable as those extended to any other customer or client of the contractor/vendor. The city shall have a right of examination to assure the performance of this provision and the contractor/vendor shall cooperate in the provision of records necessary to assure the city that it is receiving the most favorable terms, conditions and pricing extended by it to any other customer or client.”

**h. Sample Public Records**

“Contractor shall allow public access to all documents, papers, letters or other material subject to the provisions of 119, Florida Statute (F.S.) made or received by Contractor in conjunction with this Contract. Specifically, Contractor must:

- a) Keep and maintain public records that ordinarily and necessarily would be required by City (OWNER) in order for City to perform the services being performed by Contractor.

- b) Provide the public with access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided in 119, F.S., or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records or transfer, at no cost to City, all public records in possession of Contractor upon termination of the contract. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City.
- e) Contractor must promptly provide City with a copy of any request to inspect or copy public records in possession of Contractor and shall promptly provide City a copy of Contractor response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by City.
- f) The Contractor will be held liable for plaintiff attorney fees and costs if a suit is properly filed and the court finds that the Contractor unlawfully

refused to comply with a public records request within a reasonable time.

g) The Contractor shall contact the Office of the Deputy City Clerk, Custodian of City Public Records, at (386) 418-6104 or [deputycityclerk@cityofalachua.com](mailto:deputycityclerk@cityofalachua.com), concerning any questions the Contractor may have regarding the duty of Contractor to provide Public Records.”

**“THIS PROVISION WILL APPLY TO ALL SERVICES PROVIDED UNLESS THE CONTRACTOR CAN DEMONSTRATE BY CLEAR AND CONVINCING EVIDENCE THAT IT IS NOT ACTING ON BEHALF OF THE CITY UNDER FLORIDA LAW.”**

i. Right to Audit

The Contractor agrees to furnish such supporting detail as may be required by the city to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase and to make appropriate adjustments in the event discrepancies are found. The city will pay the cost of any audit. The city shall have the right to audit the CONTRACTOR'S records pertaining to the work/product for a period of three (3) years after final payment.

C. General Guidelines

1. The City Manager, Compliance and Risk Management Department, or designee may waive one or more of the contract provisions set forth in 3.02 based on what is reasonable, applicable and in the best interest of the city. It may be, for example, necessary to waive venue or choice of law provisions where a national vendor of a sole source or otherwise essential product is located out of state and as a general rule insists upon choice of law or venue in a foreign jurisdiction. However, if the vendor has for another city modified these provisions, the City of Alachua should insist on



the same modification pursuant to a most favored nation clause or negotiation position.

2. Standard contract provisions should generally be included in purchase orders and standard contract forms issued by the city and should be included in bid specifications, and all other solicitation documents.
3. Travel/Equipment Transport Reimbursement
  - a. Travel or equipment transport costs in furtherance of supplying any good or service to the city must be separately negotiated and specifically made a part of any City agreement with a vendor. The general rule is that no such reimbursement will be paid by the city.

### **3.03 Contract Terms**

- A. Contract terms for professional services, except that of the City Attorney, shall be for up to five years and may provide for up to two one year extensions. A new RFP shall be issued in time for the list to be opened for competition prior to the end of the contract term.

### **3.04 Contract Approval and Execution**

- A. All contracts of procurement in Category I through IV and VII, for other than real estate transactions, shall be executed and approved by the City Manager.
- B. All Contracts in Category V and all contracts and documents involving real property transactions, require City Commission authorization and will be executed, unless otherwise specifically directed by the City Commission, by the Mayor.

### **3.05 Contract Review and Execution**

- A. The Contract review and execution process shall include all written documents signed by the city and another party. The second party may be a vendor, other governmental entity, claimant, individual or in any other situation where a relationship, agreement or transaction between the city and another is memorialized in writing. This process applies whether the contract is prepared by the city or other party.
- B. All other provisions of this PSPR Manual shall apply and the timing of contract preparation and the requisition process shall be by direction of the City Manager to the user Department Director.
- C. The user Department Director shall timely submit all proposed contracts to Compliance and Risk Management and early enough in the process so that review and negotiation can take place. The contract approval phase must be complete prior to scheduling an item on the City Commission Agenda or presentation to the City Manager for approval.
- D. A Compliance and Risk Management Approval Form will be attached to contracts as appropriate and the package returned to the user Department Director who will process the package in the normal course of business. No contract shall be presented to the City Commission or City Manager for execution without the Compliance and Risk Management approval form attached. However, documents approved by the City Attorney do not require Compliance and Risk Management review.

1. The signature(s) of the second party(ies) will be obtained before the contract is

presented to the City Commission or City Manager for signature. All second Party signatures shall be attested to by at least one person, preferably a corporate officer, notary or partner.

2. One signed copy for each party must be submitted so that each party will receive a fully executed duplicate original.
3. Interlocal Agreements must be recorded in the Public Records of the county. The recommended process is that each be signed first by the city and returned to the other governmental party for signature and recording.
4. Time and other circumstances may dictate signature first by the city and the order of execution decision must be made as the demands of the situation require.
5. Obtaining the signature of other parties will be coordinated between Compliance and Risk Management and the user department.
6. The correct number of second party signed copies will be presented by the user Department Director to the Clerk's Office when City Commission approval is required. The Deputy City Clerk shall be responsible for obtaining the required signatures of the Mayor, City Manager/Clerk, City Attorney and City Manager (as directed by the City Commission).
7. The user department is responsible for returning one complete and fully executed contract to the Compliance and Risk Management Department for inclusion in the department file.
8. Compliance and Risk Management is responsible for electronically filing the record copy on the city internal server.
9. The Purchasing Division, upon issuance of a PO corresponding to a City Commission approved contract, shall send the vendor a copy of the PO and one fully executed copy of the contract. A copy of the transmittal message to the vendors, without copy of the contract, shall be sent to the user department and to Compliance and Risk Management.
10. The user department, after the issuance of the PO, shall be responsible for the issuance of a notice to proceed as set forth in the contract. No work shall begin before the notice to proceed is issued. A copy of the notice to proceed will be sent to Compliance and Risk Management and the Purchasing Division.
11. The Purchasing Division will coordinate the issuance of RFBs, RFPs and RFQs with Compliance and Risk Management and include the form of the offered contract in each solicitation.

**3.06 Contract Monitoring/Administration**

User Department will:

1. Assign a Project Manager or contact person.
2. Determine the quality or performance level required.

3. Establish schedules for the completion of each contract.
4. Monitor vendor performance.
  - a. Proper performance by vendors requires cooperation and communication between the user department and the Purchasing Division. Timely action on the part of the user department and the Purchasing Division is required for enforcing the terms of Purchase Orders/Contracts and protecting the city financial and legal interests. Failure by a vendor to deliver on time, in the proper quantities or to otherwise meet contract requirements must be handled in a prompt, uniform and fair manner:
    - (1) The user department should promptly contact the vendor to request resolution of any problem. A complete record should be made of the contact to include the name, title and telephone number of the person contacted and generally any promises made by that person. An email is the best written record.
    - (2) If the vendor continues to be noncompliant after the first contact, contact the Purchasing Division and a Cure Notice will be issued to the contractor. The Cure Notice will provide written notice of the failure and allow a specified time for cure (remedy) of the failure before issuing a termination notice. If the contractor fails to comply with the terms of the contract or order after the notice, the Purchasing Division may cancel the purchase order or contract, order from another source or take other appropriate action.
5. Document contract performance deficiencies.
6. Prepare closeout and other final payment reports.

A. Purchasing Division

1. Ensure the correct legal name is contained in the contract documents and confirm active status of legal entity.
2. Hold contractor responsible for and establish damages suffered by the city resulting from failure of the contractor to perform as agreed.
3. Work with the user department to ensure that the city does not fail to perform its obligations.
4. Preclude the issuance of unnecessary or excessively priced change orders.
5. Maintain a file of standard clauses of contractual terms.
6. Initiate the cure process to ensure vendor corrects contract deficiencies in a reasonable period of time.
7. Maintain a file of records of the following information:
  - a. Contract and PO numbers.
  - b. Bonds and certificates of insurance.

8. Maintain records of vendor performance.
9. Maintain a current vendor file.

### **3.07 Certificate of Insurance**

- A. The Purchasing Division will ensure that all vendors maintain the proper insurance with the use of a Certificate of Insurance. The City of Alachua shall be named as ADDITIONAL INSURED on all certificates. Insurance companies must be licensed and authorized to do business in the State of Florida and maintain a Best's Insurance Credit Rating of A or higher. Insurance information will be verified and may be grounds for disqualification if not in compliance.
- B. The city will not request from the city insurance carrier a certificate issued naming another party as an additional insured. The city may, for example, when the city is a lessor of property, request and provide proof of certain coverage, or, in the event a lien is in place on city property, agree to provide proof that coverage and an appropriate loss payable clause are in effect.

**4.01 Price Reasonableness**

- A. City Policy is to pay a fair and reasonable price for all goods and services, the price a willing buyer would pay a willing seller. The principle of reasonable price applies in all situations including those of sole source and emergency purchases.

**4.02 Quotes**

- A. The User Department and/or the Purchasing Division can obtain quotes. Always seek additional quotes if fair and reasonable prices are not initially obtained. Document the name and address of vendors contacted, item description or service offered, price quoted including shipping/freight, delivery dates, shipping point, names of persons giving and receiving the prices and the date the information was obtained.
- B. All quote requests shall be inclusive of all items and specify what is acceptable to allow for maximum competition.
- C. Do not share quotes from one vendor with other vendors before the quote process is complete and all the quotes have been received. Employees are prohibited from obtaining a revised quote in an effort to utilize a specific vendor. The award should go to the lowest quoting qualified vendor, all things being otherwise equal.

**4.03 Freight Charges – Shipping and Handling**

- A. All quotes shall be FOB Destination (Free on Board Destination).
  1. The vendor retains title to the goods until the goods are received by the city. The vendor pays the shipping costs and is responsible for claims against the carrier.
  2. Specify inside delivery if the item needs to be delivered indoors to an office building or worksite.
- B. Do Not Order FOB Plant/Origin:
  1. FOB Plant/Origin means the city accepts ownership of goods when taken into custody by the carrier, the city is responsible for any damage in transit, the city must pay all shipping costs and is exposed to additional liability.
- C. Exception
  1. The City Manager, Finance & Administrative Services Department, or Compliance and Risk Management Department may, if the circumstances demand or require, authorize arrangements for shipping and handling as are necessary and appropriate in the best interest of the public.



**5.01. Purchase Requisitions**

- A. Requisitions are required to initiate any expenditure of \$2,500 or more and to accurately describe the item(s) or services requested. The requisition also certifies authority to charge a specific General Ledger account number and verifies there are sufficient funds available in that account. Certain expenditures are to be exempt from requisitions. These items can be found in Section 1.03(A)(2-5) of this PSPR Manual.
1. Requisitions shall be routed through the process in the order of the required approvals. All required data fields and all information necessary to establish the threshold of the requisition must be completed and provided.
  2. Requisitions need be prepared far enough in advance to avoid creating an emergency.
  3. Exactness in preparing the requisition is essential. Incomplete or improperly completed requisitions will be returned to the requesting department for correction.
  4. The requisition will not be accepted in the system, and therefore cannot be processed, if there are insufficient funds in the specified account.
- B. All requisitions within CATEGORY V must be authorized by the City Commission prior to processing.

**5.02. Additional Approvals**

- A. The following requests for purchases and service must receive and reflect additional approvals prior to a requisition being approved:
1. It is the responsibility of the requesting Department Director to seek guidance and direction from any other Department or Division with special knowledge (such as I.T.) prior to submitting a requisition when that knowledge will provide greater detail and specificity in the completion of the requisition. Further, such coordination will assure systems and products are better coordinated and that service and other support are available.
  2. The City Manager or designee shall, review prior to production, all products and materials that include the official City seal and any other City related logos.
  3. The Human Resources Division shall, prior to entry in the system, review and approve all requests for the temporary hiring of employees, contract employees or interns.
  4. All Written Contracts dealing with any subject including Contracts and/or Documents dealing with or affecting interests in real property will be reviewed by Compliance and Risk Management prior to execution or entry in the System, except when prior approval of the City Attorney has occurred.
  5. A required or additional approval may be conditioned upon specific durable goods and materials having been identified as necessary to achieve standardization and consistency of product. This is intended to create greater efficiency of stocking replacement parts, simplification of maintenance and repair, consolidation of warranty and service, uniform technological systems or for other reasons that are in the interest of the city. Standardized systems for security alarm systems, software and other

components and materials that will be used in multiple facilities or departments or otherwise used throughout the municipal system shall be employed if doing so is in the best interest of the city. Standardization is not permitted when it is for the purpose of or results in a material diminishment of competitive procurement and is without substantial justification in the interest of the city.

**6.01 Purchase Orders (PO)**

- A. A purchase order (PO) is an offer to purchase goods or services by the buyer (City of Alachua) issued to the seller at a predetermined dollar value. A purchase order authorizes a vendor to ship and invoice the materials and services as specified. Purchase orders shall be clear, concise and complete. This will prevent any unnecessary misunderstanding with vendors. Only the Purchasing Division shall issue purchase orders, blanket purchase orders and change orders as outlined in this PSPR Manual. Pre-numbered and computer generated purchase orders shall be issued upon receipt of properly authorized requisitions after prior receipt of all/any required competitive quotations, bids or proposals, determination of funding availability and Commission approval when required.

**6.02 Routing of Issued PO**

- A. An issued purchase order is routed as follows:
1. Vendor copy - To vendor (with any attachments) by Purchasing Division.
  2. Department copy - To requesting department from Purchasing Division.
  3. Compliance and Risk Management - Copy by email when there is a contract document processed by the department.
  4. Finance copy - To Finance at time PO is issued.

**6.03 Reject Vendor Acknowledgement Forms**

- A. Some vendors send a form acknowledging receipt of a purchase order. Send the form back without a signature or acknowledgment. Signing or acknowledgment of the form may be interpreted as accepting terms or conditions different from those established by an existing contract, the PO and/or this PSPR Manual. Contact the Purchasing Division if the vendor objects to this action by the city and/or refuses to deliver the goods or services without a signed acknowledgment form. The Purchasing Division will then consult with the Compliance and Risk Management Department to develop a course of action.

**6.04 Receipt of Goods and Materials**

- A. The receiving Department or Division is responsible for inspecting and accepting or rejecting all goods at the time of delivery. Services are to be evaluated as performed and any concern or dissatisfaction brought to the attention of the Purchasing Division which will consult with the Compliance and Risk Management Department. Dissatisfaction with any purchase, failure of any part, piece of equipment or material to perform in the manner for which purchased should follow the same process. In short, the Purchasing Division must be notified of a potential claim against a vendor for warranty, suitability for intended use, injury to an employee or third party or any other perceived basis for a claim. The Purchasing Division will advise the Compliance and Risk Management Department of all such reports.

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- B. The receiving Department or Division is also responsible for inspecting incoming shipments for conformance with the purchase order/contract and packing slips, if provided.
- C. Incoming shipments of goods and materials must be immediately checked for damage, shortages, overages and unauthorized substitutions.
- D. Interstate Commerce Commission regulations only require tailgate delivery unless an extra charge is paid for off-loading and setting in place or pricing includes “inside delivery”. Be prepared to process all deliveries.
- E. All deliveries should be FOB destination, freight prepaid. Freight Collect deliveries should not occur. Contact the Purchasing Division immediately if a carrier has a collect delivery.

**6.05 Special Receiving Requirements**

A. Vehicle Purchase Procedure

- 1. The procurement of new and used vehicles by the City shall be administered by the Purchasing Division of the Administrative Services Department. Central purchasing of vehicles ensures accurate procurement practices, coordination between departments and/or vendors, and timely acquisition. The Purchasing Division will ensure compliance with the City PSPR Manual.

a. Funds Availability and Vehicle Selection:

- (1) It is the responsibility of the user department to make certain funds have been properly allocated and available in the current fiscal year budget. It is also the responsibility of the user department to identify the vehicle to be purchased through a vendor or via State Contract Pricing. The vehicle selection is to be consistent with that which was approved in the current fiscal year budget. Assistance with compliance with the PSPR Manual can be coordinated with the Purchasing Division upon request.

b. Issuance of Purchase Order:

- (1) Following the verification of available funds and selection of the vehicle, the user department shall notify the Purchasing Division of the request to purchase and provide the vendor name and bill of sale or state contract number, if applicable. The Purchasing Division will create a requisition and subsequently issue a Purchase Order (P.O.) to the selected vendor.

c. Delivery/Pick-up:

- (1) The Purchasing Division will serve as the primary contact with the vendor throughout the procurement process. The Purchasing Division will coordinate delivery/pick-up of the vehicle and is authorized and required to inspect the vehicle prior to accepting receipt to ensure the vehicle is of the make/model/year and meets all other specifications and conditions of the purchase. The Purchasing Division will coordinate with the user department so

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a representative of the user department is present at the time of inspection. Prior to taking delivery of the vehicle, the Purchasing Division will ensure a Certificate of Origin and/or Certificate of Title are received.

d. Registration and Internal Coordination:

(1) The Purchasing Division will register the vehicle with the State of Florida and issue a fuel card from the City fuel vendor. The Purchasing Division will provide the vehicle make/model/year and Vehicle Identification Number (VIN) to the Compliance and Risk Management Department to provide to the City auto insurance carrier. The Purchasing Division will provide the same to the Finance Department for inclusion on the City asset schedule. The Purchasing Division will ensure the registration, tag, fuel card and insurance card are provided to the user department prior to the vehicle being placed into service.

- B. Receipt of computer hardware, software and other technology related purchases will be directly to or as otherwise directed by the Information Technology Division.
- C. All new vehicles and individual items of equipment (not supplies) must be reported to Compliance and Risk Management to be certain insurance reporting requirements are met. Report if in doubt, be safe rather than sorry and Compliance and Risk Management will make the insurance carrier notice decision.
- D. The provisions of Section 6.04 shall apply.

**6.06 Blanket Purchase Orders**

- A. A blanket purchase order (BPO) is a purchase order issued for the purchase of indeterminable miscellaneous items or materials, supplies, parts, etc. over a specific period of time. No BPO term may extend beyond the end of the fiscal year in which it is created. Shipments are made, as requested by the user department, against the blanket purchase order number for the term of the BPO. The BPO establishes a maximum dollar limit, the period covered, the terms and conditions. However, since the specific items to be purchased are usually unknown at the time of issuance of the BPO, no line item pricing is generally shown.
- B. Blanket purchase orders cannot be utilized for the purchase of inventory items.

**6.07 Requests for Blanket Purchase Order**

- A. The requesting department must complete a **Requisition** that indicates the specific vendor, the type of items to be purchased and total amount to be encumbered for the term of the BPO. The requirements of Section 1 must be met or reference must be made to an established contract with another government agency, state agency, etc.
- B. The provisions of 6.01 through 6.05 apply to all Blanket Purchase Orders.

**6.08 Usage of Blanket Purchase Order**

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- A. BPOs are issued for no more than the current bid or budget limit. The maximum total dollar amount cannot be exceeded for the term of the blanket purchase order. A change order request must be processed if an increase in the current bid limit is requested.
- B. The user department may purchase needed items against a blanket order number for the term of the BPO or until reaching the BPO total dollar amount. The user department is responsible for receipt of orders placed. Partial payments are made as orders are delivered until the BPO total dollar amount is reached or the end of the current fiscal year occurs. Submit a change order request to the Purchasing Division requesting cancellation of the remaining balance to liquidate the BPO prior to the end of the fiscal year.

**6.09 Change Orders**

- A. Certain conditions surrounding purchases may change in the course of procurement necessitating a clarification or modification to the existing procurement document.
- B. A change order is defined as a modification to an existing procurement document (purchase order, blanket purchase order, contract, etc.).
- C. Change orders must be processed for all changes affecting the original purchase order such as quantity increases or decreases that reflect a difference in the original unit price. All project close-outs require a change order. Requests for changes in the funding source or vendor are not allowed. Change order requests submitted in an attempt to circumvent the bid process are prohibited. Source justification or competition may be required based on any requested increase.
- D. Change Order requests must be approved in the same order and manner as the corresponding (original) purchase document.
- E. It is inappropriate to request a change order or approve one that results in a material change from the original purchase. A change order may not materially alter the initial goods or services being purchased. It is, for example, inappropriate to bid carpet flooring materials, award that bid and then request a change order that would supply wood floors instead of carpeting.
- F. Change Orders must include an explanation for the request particularly when sole source and competitive pricing issues are present. The Purchasing Division will, upon approval, modify the original Purchase Order to reflect all change and distribute copies as required of the original.
- G. Exception to the Change Order requirement process is permitted if the Finance Director finds it consistent with generally accepted principles established by the Governmental Accounting Standards Board and in order to close out a Purchase Order, authorizes payment of final invoices that total no more than 15 percent but less than \$2,500 of the total Purchase Order Amount. The Finance and Administrative Services Director shall make inquiry concerning each event and document support for each such decision.

**7.01 Emergency Purchases**

- A. An emergency purchase is the purchase of goods and/or services, made with or without competition, because such acquisition is necessary to remedy or lessen the harmful effects of any actual or threatened occurrence that may interfere with the conduct of normal business operations or to remedy or correct conditions which may pose an imminent or existing threat to the health, safety or welfare of persons or property or where the City may suffer financial loss due to inaction. The emergency purchase procedure shall not be used to circumvent established purchasing policies.
- B. An emergency purchase shall require the prior approval of the City Manager or designee, in writing if possible. CATEGORY V emergency purchases may only be authorized by the City Manager or designee in writing and then must be presented to the City Commission for ratification within a reasonable time. The writing requirement shall include by email.
- C. Except during a state of emergency, which affects the life, health, safety, or welfare of persons or property, or the public peace that has been declared, the provisions of these purchasing and sales policy and regulations are waived in whole or in part at the discretion of the City Manager.

**7.02 Procedure**

- A. The user department must immediately contact the Purchasing Division to explain the nature of the emergency when an emergency occurs during regular City business hours. An email including a full explanation of the emergency purchase from the Department Director must be forwarded to the Purchasing Division with supporting documentation. The Purchasing Division shall issue an emergency purchase order when justified and otherwise in accordance with this PSPR Manual.
- B. The user department may purchase the required supplies or contractual services if an emergency occurs at a time other than during regular City business hours. The user department must complete the steps outlined above within a reasonable time.
- C. The user department making an emergency purchase shall, whenever practicable, secure competitive quotes and obtain delivery by the lowest responsible vendor.

**7.03 Suspension of Policy and Regulations**

- A. The Mayor shall have the power and authority, after finding in writing, that a state of emergency, defined as a condition that threatens the life, health, safety, or welfare of persons or property, or the public peace, exists in the city, may suspend, in whole or in part, the provisions of the Purchasing and Sales Policy and Regulations.
- B. The City Manager shall have the same power set forth in Paragraph A under like circumstances and otherwise, as the City Manager deems appropriate and as the exigencies of the occasion may demand and require. However, such power of suspension shall be reported as soon as practicable to the City Commission and the Commission shall have the power to rescind or modify the Manager's decision.

**7.04 General Statement**



- A. Emergencies obviously are a time of stress and decisions must be expeditiously made often to protect life and property. All members of City staff will be supported by the City Commission, City Manager, managers, supervisors and fellow staff during and after the crises has passed. We all must remember, of course, that we are trustees of public funds and are counted on to do our best job in challenging times and circumstances.

**7.05 Sole Source and Proprietary Purchases**

- A. Sole source and proprietary purchases are defined and used interchangeably as purchases of supplies, equipment and contractual services that are:
1. The only choice that will produce the necessary result or meet a unique performance requirement and available from only one source.
  2. Available from only one vendor and there is no comparable product.
  3. Required to match existing piece or brand of equipment and available from only one vendor.
  4. Required for repair or maintenance of specific brand of existing equipment and available from only one original equipment manufacturer or designated service dealer.
  5. Used Equipment.
  6. Supported by explanation which must be documented in writing.
  7. Services available from vendors (firms or individuals) uniquely qualified to perform such services. Qualifications may include, but are not limited to institutional knowledge and experience.

**7.06 Procedure**

- A. Sole source purchases are exempt from the competitive requirements set forth in this PSPR Manual upon certification of sufficient facts by the user Department Director in writing and approval by the Purchasing Division.
- B. Sole source justification must be submitted to the Purchasing Division before a requisition. No requisition will be processed for sole source expenditure until approved by the Purchasing Division.
- C. The user department must attach the approved sole source justification to the corresponding requisition and follow the standard process set forth in this PSPR Manual.
- D. All those responsible for the approval of the sole source requisition are charged with the obligation to consider the facts and circumstances forming the basis of the sole source finding and for requesting added clarification and/or information deemed appropriate.

**7.07 Expiration of Finding**

- A. All sole source justification findings expire at the end of the fiscal year issued.

**8.01 Request for Information (RFI)**

- A. There may be occasions when the user department and the Purchasing Division are in agreement that the City does not possess the information, expertise or sufficiently clear concept of a good or service to accomplish a defined goal. The services of a consultant may be the best course of action but a Request for Information from qualified, recognized and responsible vendors is another approach to developing the information necessary to prepare the appropriate Request for Proposals, Bids or other soliciting document.
1. The RFI will be sent to responsible prospective suppliers whose names and addresses are obtained from various sources. The RFI will request information concerning the specific good or service sought or the required results of a project if the specific process has not been determined. Minimum qualifications for offerors may be included in the RFI along with a general timeline and other pertinent information. A request for estimated pricing elements may be included in the RFI, however, the vendors must be advised the solicitation is for informational purposes only. *A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design build contract executed pursuant to the design criteria package.*
- B. The RFI process should be considered if the following statements are true:
1. The user department does not have sufficient information to develop definite specifications for the RFP.
  2. Completion of the project is not time sensitive.
  3. The overall cost of the project justifies the cost of an RFI.

**9.01 Request for Proposal (RFP)**

- A. Competitive sealed bidding (Request for Bid) is the method of acquiring commercial equipment, supplies or services that meet the bid threshold. However, there are instances when presentations, discussions, negotiations and use of evaluation factors other than price are necessary in order to make the decision in the best interest of the city. The Request for Proposals (RFP) is designed to meet this need.
- B. The RFP must specifically define the good or service needed by the city and clearly specify the criteria that will be used by the city to determine the most qualified vendor(s).
- C. The RFP process is more flexible than the quantity and price format of the RFB. Discussions with offerors can lead to changes in the scope of work and/or modification and clarification of evaluation criteria.
- D. Negotiations and discussions can be conducted with all offerors along with minor changes of the scope. A Best and Final Offer (BAFO) request may be issued to all offerors remaining in the competitive range. This Section 9 is subject to the Competitive Consultants Negotiation Act (CCNA) for all procurement required to be made pursuant to the provisions of Section 287.055, F.S. and as provided in Section 13 of this PSPR Manual.

**9.02 Responsibility for Specifications**

- A. The user department or division shall develop the specifications and/or scope of work for the RFP and submit the specifications and/or scope of work, along with the evaluation criteria, to the Purchasing Division.
- B. The user department or division shall assign a weight to each of the evaluation criteria, as reflective of its relative importance, with the total equaling 100. The Purchasing Division shall coordinate the use of the criteria and their respective weights for each project.
- C. The Purchasing Division will submit each written request for solicitation to the City Manager or designee who must authorize it going forward.

**9.03 Selection Committee**

- A. Members of a Selection Committee shall include representatives from the user department or division, other department/division(s) involved as well as any other staff member with specialized expertise. A representative of the Purchasing Division shall chair the committee as a non-voting member.
- B. The Selection Committee will be appointed by the Purchasing Division supervisor, always consist of an odd number and not exceed five members except in situations deemed appropriate by the City Manager or designee.
- C. The City Manager retains the authority and discretion to approve the members of the committee and substitute members.
- D. The evaluation process is a key part of the selection of a quality contractor/consultant. It is very important that the process be conducted in a professional and consistent manner. Therefore, committee members must be flexible and available for all meetings,

demonstrations and presentations.

- E. A copy of the RFP shall be provided to each member of the Selection Committee on the date of its issuance.

#### **9.04 Procedure**

- A. The Purchasing Division shall issue the RFP. A pre-proposal conference may or may not be held which may or may not be mandatory. Prospective offerors will have an opportunity to request clarification and ask questions. Answers to inquiries will be compiled in the form of an addendum which will be posted on the City website. Proposals will be received by the Office of the Deputy City Clerk and date/time stamped in until the date and time specified in the RFP document. Proposals received after the deadline will be returned unopened and not considered for further evaluation.
- B. The Purchasing Division will open and review all responses to each RFP at a public meeting to verify compliance with all requirements of the RFP. The Purchasing Division member reviewing the responses shall reject any proposal not in compliance with the RFP, document and file each in the division file along with a written comment detailing the reasons for the rejection. A copy of the written rejection shall be sent to the offeror by email or U.S. Mail. The reviewing Purchasing Division member shall transmit a copy of each qualified proposal to each member of the selection committee.
- C. The Purchasing Division will provide the committee members with all necessary forms for the evaluation process monitor the evaluation process and provide all guidance required. Training will be provided to members as necessary.

#### **9.05 Selection Committee Guidelines**

- A. The Purchasing Division shall review all completed committee forms. Forms not properly completed or which lack appropriate or adequate comments or documentation to support the award recommendation may result in the delay of the award.
- B. Selection Committee members shall review the responsive proposals and independently score each proposal for each criteria. The scores will be used to individually rank the proposals.
- C. A summary of total scores for all vendors shall be prepared after all members of the Selection Committee have reviewed and evaluated the written proposals. Preparation of the summary shall be by the Purchasing Division and shall occur during a publicly noticed Selection Committee meeting (See Section 1.05). A copy of all evaluation forms and notes (and the committee's consensus score) shall be maintained as part of the official file.
- D. The City Manager or designee shall have the right to cancel a solicitation and/or reject all proposals and authorize the entire transaction to be re-solicited or canceled.

#### **9.06 Public Presentations**

- A. Presentations shall be at the discretion of the City Manager or designee and may be included in the RFP or determined to be required at any time it appears in the best interest

of the city. The selection committee may recommend to the City Manager or designee that all or a certain number of offerors be invited to give a mandatory or non-mandatory presentation. The City Manager or designee shall approve or not approve the request. Presentations shall be held in accordance with 286, F.S. and the Purchasing Division must assure compliance with the following:

1. Notify the contractors/consultants by fax or e-mail and coordinate with the Deputy City Clerk's office in accordance with Section 1.05 of this PSPR Manual. The notification shall include details of the presentations including but not limited to:
  - a. Date and time of the public presentations,
  - b. Location of the meeting,
  - c. Time allotted for each firm,
  - d. Specific additional information, if any, requested by the Selection Committee.
2. The Purchasing Division will coordinate the schedule of presentations with the Selection Committee and confirm attendance of members.
3. The Selection Committee will conduct a post presentation ranking and determine the overall top ranked offeror.
4. The Selection Committee may also reject all proposals and recommend the formal solicitation be reissued with or without revisions.

#### **9.07 Award Recommendation**

- A. Any and all award recommendations are contingent upon approvals and the completion of the purchasing process set forth in this PSPR Manual.

**10.1 Sealed Competitive Bidding**

- A. Sealed competitive bidding is the preferred method of procuring a good or service once the financial threshold is established. Award is made to the lowest responsive and responsible bidder and is based solely on the specifications set forth without negotiation or discussion with the vendor.
- B. All procedures related to competitive procurement and solicitation, including application of the Sunshine Law, Public Records and bid/proposal review and award announcements, shall be pursuant to Florida law and the provisions of this PSPR Manual.

**10.2 Definitions**

- A. *Responsive bidder*: A contractor, business entity or individual determined by the city to have submitted a bid or proposal that fully conforms in all material respects to the RFB/RFP and all of its requirements including form and substance.
- B. *Responsible bidder*: A contractor, business entity or individual determined by the city to be capable of meeting all of the requirements of the solicitation and subsequent contract. Must possess the capability, including financial and technical, to perform as contractually required. *Bidder* must be able to fully document the ability to provide good faith performance.
- C. *Term contract*: A formal contract (not a purchase order) issued for a specified time interval for specific items or service to be purchased for the duration of the contract. Each item on the term contract has a firm price or percentage discount which is known at the time of execution. Term contracts are used to meet a recognized and defined city requirement.

**10.3 Procedure**

- A. The Purchasing Division shall issue the RFB. A pre bid meeting may be held where vendor attendance may or may not be mandatory.
- B. The Purchasing Division shall solicit bids from responsible prospective vendors obtained from publications, recommendations from the user department/division, previous vendors, and by publication on the City website. The Purchasing Division shall attempt to secure at least three (3) bids in all cases.
- C. These same bidding requirements shall apply to all purchases including leases, non-professional services, general consulting and non-CCNA services.
- D. The city shall have the right to cancel any solicitation, reject all bids and/or authorize the entire transaction be rebid.

**10.4 Bid Invitations**

- A. Public notice of bid invitations shall be processed as set forth in Section 1.05 of this PSPR Manual and shall include posting at City Hall, on the City website and as otherwise required by law. The Purchasing Division may initiate additional publication by newspaper, trade publications, purchasing web sites, email or United States Mail to other

suppliers in order to generate competition by as many responders as possible.

### **10.5 Pre-Bid or Pre-Proposal Conference**

- A. Pre-Bid/Pre-Proposal Conferences shall comply with the State of Florida Sunshine and Public Records Law. Reasonable notice of the date, time and place of the meeting shall be given. The meeting shall be recorded and minutes taken. The meeting records will be available to the public by public records request.
- B. A Pre-Bid/Pre-Proposal Conference shall be held whenever deemed appropriate by the Purchasing Division in coordination with the user department or division. The meeting may be mandatory or non-mandatory. The Purchasing Division representative (chair of the meeting), a representative of the user department or division (prepared to answer technical questions), staff with special expertise and any other assigned City staff may attend.
- C. An addendum or amendment will be issued by the city in response to a question or request for clarification raised by a prospective bidder before, after or during a pre-bid conference. The purchasing division also may initiate and issue an addendum or amendment to the bid documents at its discretion and for reasons it deems appropriate. Only written amendments or addenda that are published on the City website are valid. No oral comments made by any City staff member, consultant or other representative shall be or are binding. The blackout provisions of Sections 1.01 I. apply and will be enforced.

### **10.6 Issuance of Addenda or Amendments**

- A. The term Amendment most often is used to describe a revision or change to the terms of a document. Addendum is most often used to describe a clarification to a provision in a document. Broader and different uses of both terms are also employed. The terms are used interchangeably in this PSPR Manual and the provisions of each issued shall prevail over like or referenced language in the original document. The following shall apply:
  - 1. No addendum shall be issued except by and through the City Purchasing Division.
  - 2. No Consultant to the City is authorized to and shall not issue an addendum.
  - 3. The purchasing Division shall consult with the user department prior to the processing of all addenda.
  - 4. The Purchasing Division shall post and all involved for the City shall expeditiously process all addenda.
- B. Prior to issuing an addendum, the Purchasing Division and the user department must always consider time remaining until the bid opening. The addendum should extend the opening date for a reasonable period of time, if necessary, to insure the greatest level of competition and fairness to all potential vendors.
- C. Bidders are responsible for receipt of all addenda and inclusion in the bid response. Bids may be rejected due to failure of vendors to respond to addenda. The Purchasing Division, however, has discretion to not consider an addendum material to a bid process and may consider a bid responsive without specific response to one or more addenda.



**10.7 Disposition of Bids**

- A. Bids and proposals shall be opened in public at the time and place stated in the public notice. No bids or proposals will be accepted or consider after the designated due date and time.

**10.8 Late Bids**

- A. Bids or proposals received after the specified date and time will be returned to the vendor unopened.
- B. Bids offered by telephone, fax or email will not be accepted. Bidders are responsible for physical delivery of bid documents to the City Clerk's Office.

**10.9 Site Visits**

- A. It may be a requirement for bidders to inspect the proposed work location prior to bidding. The user department will be available (by appointment) to direct bidders to the general work areas. Bidders are required to contact the Purchasing Division and set up an appointment for each site visit. Contact information is provided in bid documents.

**10.10 Award of Bids**

- A. The city shall consider other factors, in addition to price, when determining the lowest responsive and responsible bidder. These factors include but are not limited to:
1. The ability, capacity, equipment and skill of the bidder to perform the contract.
  2. Established ability of the bidder to perform the contract within the time specified.
  3. The integrity, reputation, experience and proven efficiency of the bidder.
  4. The quality of performance of previous contracts.
  5. History of compliance by the bidder with laws and ordinances relating to contracts.
  6. The sufficiency of the bidder's financial resources to perform the contract or to provide the service.
  7. The quality, availability and adaptability of product or contractual services to the particular required purpose.
  8. The ability of the bidder to provide future maintenance and service at a fair price and on a timely basis.
  9. The number and scope of conditions incorporated in the bid.
  10. Experience specific to that of the solicitation.
- B. Request for Bid (RFB) is the least formal review process and the award of the contract is

to the lowest priced, responsive and responsible bidder. The Purchasing Division will coordinate with the user department or division to determine if the lowest price bid is responsive (i.e., complies with city specifications). If the lowest priced bid is found non-responsive, then the next low bidder will be evaluated and so on until a responsive request for bids (RFB) contractor is identified. The city always reserves the right to reject all bids, rebid and/or cancel the project.

- C. The Purchasing Division reserves the right to challenge all award recommendations of all user departments or divisions.
- D. The user department or division shall assist the Purchasing Division at all stages of the process and no award shall be final until issuance of a purchase order.

#### **10.11 Waiver of Minor Informalities**

- A. The Purchasing Division shall have the authority to waive any and all immaterial deficiencies in any and all formal bids. The waiver and the reasons supporting the waiver shall be in writing and approved by the Purchasing Division, City Manager, or designee.

**11.01 Invitation to Negotiate**

- A. There may be occasions when the user department and the Purchasing Division are in agreement that the city does not possess the information, expertise or sufficiently clear concept of the method, goods or services to best accomplish a defined goal or where the goal may be defined but the City Manager determines that it is in the best interest of the city to conduct negotiations with several qualified vendors to result in the best result by a combination of vendors or other approach to meet city requirements. The RFB, RFP or other processes routinely utilized by the city in procurement matters, as set forth in this PSPR Manual, may also, or separately, be found by the City Manager to be too restrictive by, for example, limiting the city to one vendor and, therefore, unduly restricting flexibility in accessing market rates over the life of an agreement.
- B. An ITN is an option available to City staff only at the direction of the City Manager after finding the RFB and other procurement methods set forth in this PSPR do not serve the best interests of the city.
- C. Each ITN purchasing document will be drafted, composed, prepared, advertised and responses evaluated consistent with the facts and circumstances that led to the selection of the ITN process, as discussed in sections A. and B., supra., and responses reviewed and evaluated as set forth and described in the ITN.

**12.01 Definitions**

- A. The following words, terms and phrases used in connection with the design-build process shall have the meanings ascribed in this section except where the context clearly indicates a different meaning:
1. A "design criteria package" means concise and performance-oriented drawings or specifications of a public construction project. The purpose of using a design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to the city request for proposal or to permit the city to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts, conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal and parking requirements.
  2. A "design criteria professional" means a firm holding a current certificate of registration under 481, F.S., to practice architecture or landscape architecture or firm holding a current certificate under 471, F.S. to practice.
  3. A "design-build contract" means a single contract with an individual or design-build firm for the design and construction of a public construction project.
  4. A "design-build firm" means an individual, partnership, corporation or other legal entity that:
    - a. Is certified under 489.119, F.S., to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
    - b. Is certified under 471.023, F.S. to practice or to offer to practice engineering; certified under 481.219, F.S. to practice or to offer to practice architecture; or certified under 481.319, F.S. to practice or to offer to practice landscape architecture.
  5. "Firm" means any individual, partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering or surveying and mapping in the state.
  6. "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping as defined by the laws of the state or those performed by any architect, professional engineer, landscape architect or registered surveyor and mapper in connection with his or her professional employment or practice.

**12.02 General**

Regardless of the method utilized under the design-build process, the following shall apply:

1. **Non-exclusion of Public.** The public shall not be excluded from any proceedings under these regulations. Reasonable notice of the date, time and place of the meeting must be given. The meeting shall be recorded and minutes taken. The meeting recordings shall be available for public review by public records request.
2. **Reuse of Existing Plans.** Notwithstanding any other provision of these regulations pertaining to the design-build process, there shall be no public notice requirement or utilization of the selection process as provided in these regulations for projects in which the city is able to reuse existing plans from a prior project of the city provided, however, public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of State statutes.
3. **Conflict.** To the extent of any conflicts between the procedures provided herein and the Consultants Competitive Negotiations Act, the provisions of the Consultants Competitive Negotiations Act shall prevail.

### **12.03 Competitive Proposal Selection Process**

- A. Procedures for the use of a competitive proposal selection must include at least the following:
  1. **Design Criteria Package.** A design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the city for the design and construction of the public construction project. If the city elects to enter into a professional services contract for the preparation of the design criteria package, the design criteria professional must be selected and contracted with under the requirements of this PSPR Manual. *A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.*
  2. **Creation of a Committee.** For each design-build project for which an RFP or RFQ is to be solicited, a design-build selection committee, consisting of the requesting Department Director or designee, the Purchasing Division representative and/or any other person(s) as requested by the City Manager, or designee will be formed. The purposes of the Selection Committee include the review of the design-build proposal, qualifying the design-build firms and recommending an award and/or providing a short-list of design-build firms.
  3. **Preparation of Evaluation Guidelines and Evaluating Matrix.** Prior to solicitation, the Selection Committee shall prepare the criteria, procedures, and standards for the evaluation of design-build contract proposals or bids based on, at a minimum, price, technical and design aspects of the public construction project. The criteria, procedures and standards should be set forth as evaluation guidelines as the evaluating matrix for the RFP or RFQ and include a weighted value assigned to each important aspect of the project.
  4. **Qualification and Selection.** The qualification and selection of no fewer than three design-build firms as the most qualified shall be made, based on, at a minimum, the qualifications, availability and past work of the firms including the partners or members thereof.

5. **Public Announcement.** In accordance with 255.0525(2), F.S., The solicitation of competitive bids or proposals for any construction project that is projected to cost more than \$200,000, or the then established statutory threshold, shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. The solicitation of competitive bids or proposals for any city construction project that is projected to cost more than \$500,000, or the then established statutory threshold, shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. Bids or proposals shall be received and opened at the location, date and time established in the bid or proposal advertisement.
  
6. **Solicitation.** The solicitation of competitive proposals shall be made pursuant to the design criteria package from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.
  
7. **Evaluation.** The employed or retained design criteria professional shall be consulted concerning the evaluation of the responses submitted by the design-build firms, the approval of the detailed working drawings of the project and for evaluation of compliance of project construction with design criteria package.

#### **12.04 Qualifications-Based Selection Process**

- A. The following procedures, at a minimum, shall apply for the use of the qualifications-based selection process:
  1. **Selection of City Representative.** In accordance with 287.055(9)(c), F.S., the city shall employ or retain a licensed design professional appropriate to the project to serve as the city representative
  
  2. **Design Criteria Package.** A design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the city for the design and construction of public construction project if required by 255, F.S. If the city elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections 287.055(4) and (5), F.S. *A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design build contract executed pursuant to the design criteria package.*
  
  3. **Creation of a Committee.** For each design-build project for which an RFP or RFQ is to be solicited, a design-build selection committee, consisting of the Department Director or designee, the Purchasing Division representative and/or any other person(s) as requested by the City Manager or designee (Selection Committee), shall be established. The purpose of the Selection Committee includes the review of the design-build proposal, qualifying the design-build firms and recommending an award and/or providing a short-list of the design-build firms.

4. **Preparation of Evaluation Guidelines and Evaluating Matrix.** Prior to solicitation, the Selection Committee shall prepare evaluation guidelines and an evaluating matrix for the RFQ which will be part of each solicitation. A weighted value will be assigned to each important aspect of the project. At a minimum, the following factors shall be considered: (a) design form and function, (b) general experience or capabilities of the professional firms to be involved, (c) experience or adequacy of the professional personal within a firm who will be part of the firm team, (d) technical aspects of all members of a vendor team, (e) other relevant aspects of the project such as whether a firm is willing to meet time and budget requirements, past experience of all members of a team, location, recent workloads of the firm, current workloads of the firm, projected workloads of the firm, past performance and the volume of work previously awarded to each firm, (f) specific experience with similar projects, (g) scheduling of the project, (h) total package conformity, (i) consideration as to whether the firm is a certified minority business enterprise in accordance with 287.055(3)(d), F.S. Other criteria may be included.
5. **Public Announcement.** The city shall publicly announce its request for qualifications and such public notice shall include a general description of the project and indicate how interested firms may apply for consideration. The city shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in 287.017, F.S. for CATEGORY V or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in 287.017, F.S. for CATEGORY II, except in cases of valid public emergencies certified by the City Manager. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.
6. **Certification.** Any firm or individual desiring to provide professional services to the city must first be certified by the city as fully qualified to render the required services pursuant to law and the regulations of the city. Among the factors to be considered in making this determination include the capabilities, adequacy of personnel, past record, and experience of the firm or individual and such other factors determined by the city to be applicable to the project. If a firm which is not currently certified, or is not certified for a project under consideration, applies for consideration, the firm shall make a statement of qualification and performance data and any other information deemed relevant by the firm or the city on such form required by the city. A determination of whether the firm is to be certified shall then be made by the city.
7. **Competitive Selection.**
  - a. The Selection Committee shall evaluate current statements of qualifications and performance data on file with the city together with those that may be submitted by other firms regarding the proposed project and shall conduct discussions which may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project and ability to furnish the required services.
  - b. The Selection Committee shall select in order of preference no fewer than three firms (unless there be fewer than three qualified firms requesting consideration) deemed to be the most highly qualified which shall then be the recommendation to the City Commission. The City Commission may accept the recommendation of



the Selection Committee or make its own determination, as provided for herein, and select in order of preference no fewer than three firms deemed to be the most highly qualified and authorize negotiations in accordance with the paragraph entitled 8 Competitive Negotiation.

- c. In making its determination of no fewer than three firms deemed to be the most highly qualified and order of preference, the Selection Committee/City Commission, shall use grading sheets to assign a weighted value to the various items of each response submitted based on the evaluation matrix. The results thereof are to be tabulated and totaled. The three (3) highest scoring respondents or whatever number is decided, will be notified by the Purchasing Division of the selection. Further inquiry of respondents may occur for purposes of explaining or clarifying particular areas of responses. The city may request, accept and consider proposals for the compensation to be paid under the contract during competitive negotiations as set forth paragraph 8 entitled Competitive Negotiations.
8. **Competitive Negotiations.** Approval to hold contract negotiations with the highest ranking respondent shall be made by the City Commission. The city shall negotiate a contract with the most qualified firm for professional services at compensation which the city determines is fair, competitive and reasonable. In making such determination, the city shall conduct a detailed analysis of the cost of the professional services required in addition to considering scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in 287.017, F.S. for CATEGORY IV, the city shall require the firm receiving the award to execute a truth-in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the city determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract. Should the city be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the city determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The city shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the city must terminate negotiations. The city shall then undertake negotiations with the third most qualified firm. Should the city be unable to negotiate a satisfactory contract with any of the selected firms, the city shall select additional firms in the order of their competence and qualification and continue negotiations. The city reserves the right to reject all proposals at any time and issue a new RFQ, modify or cancel the project.

**13.01 Contracts for Professional Services**

- A. Contracts for professional services as defined in 287.055, F.S. are required to be processed in accordance with the guidelines established in the statute for competitive negotiation for the acquisition of professional engineering, architecture, landscape architecture or registered surveying and mapping services. It is important to remember 287.055 (a), F.S. only applies to the specifically named professional services.

**13.02 Responsibility for Specifications**

- A. The user department or division will notify the Purchasing Division of the need for professional services. The Purchasing Division will ascertain if the project to be performed meets the requirements set forth for Professional Services acquisition and advise the user department of the process to follow.
- B. The user department shall develop the specifications and/or scope of work, evaluation criteria, scoring allocation/weights and a list of proposed Selection Committee Members. The Purchasing Division will coordinate review of the information submitted by the user department and develop a RFQ/RFP, including recommended Selection Committee Members, and submit the package to the City Manager or designee for approval or modification.

**13.03 Selection Committee**

- A. Members of a Selection Committee are to be selected and shall include representatives from the user department or division, other department/division(s) involved and any other individual(s) with specialized expertise. A representative of the Purchasing Division shall chair the committee as a non-voting member. The Selection Committee will consist of an odd number, not less than three members, and not exceed five (5) members, except in special circumstances pre-approved by the City Manager or designee.
- B. The members of the Selection Committee shall be identified prior to the solicitation issuance.
- C. Selection Committee shall have a clear understanding of responsibilities while serving.
- D. The evaluation process is a key function in the selection of a quality contractor/consultant. It is very important that this process be conducted in a professional and consistent manner. Committee members must be available, unless excluded by the City Manager, for all stages of the evaluation process including demonstrations and presentations.
- E. Selection Committee and all other meetings during the evaluation period prior to final selections must comply with the State of Florida Sunshine and Public Record Laws. Reasonable notice of the date, time and place of the meeting must be given. The meeting minutes and other public record shall be available by public records request to the office of the Deputy City Clerk.
- F. A copy of the RFQ should be provided to each member of the Selection Committee prior to the issuance of the solicitation. If this is not possible, each member shall receive a copy upon issuance.

**13.04 Procedures**

- A. The Request for Qualifications (RFQ) will be issued upon signed approval by the City Manager or designee.
- B. Communication is prohibited, whether direct or indirect, regarding the subject matter or the specifications by any means whatsoever (whether oral or written), with any City employee, elected official, selection committee member, or representative of the city, from the issuance of the specifications until the Commission makes the award. Communications initiated by a respondent may be grounds for disqualifying the offender from consideration for of the then current RFQ award or any future formal solicitation. The only exceptions to the foregoing rule are: (1) an invitation to give an oral presentation to the selection committee is issued by the city; (2) questions relative to interpretation of specifications or the formal solicitation process which shall be addressed to the Purchasing Division, in writing, via fax or email to the number and email address published in the issued RFQ. No questions will be answered seven (7) or fewer business days from the date and time of the public opening, see Section 1.01 I. **Blackout Period.**
- C. Written Questions referred to as exception (2) in the foregoing paragraph and the response of the city will be posted on the City of Alachua Website. All responders or others interested in the RFQ process may and are encouraged to go to the City website, then to Administrative Services, click on Purchasing Division and then Current List of RFQ, RFP, RFB. All additional information concerning any RFQ will be published on the website and all proposers are charged with the responsibility of visiting the website as often as the judgment of each dictates.
- D. Responses will be received at the City Hall reception desk and date/time stamped in until the date and time specified in the RFQ document. The sealed responses will be delivered by the receptionist to the Purchasing Division each day before the close of business where they will remain sealed until all are opened as described below. Responses received after the deadline will be returned and not considered for further evaluation. The Purchasing Division will close receipt of responses at the date and time advertised in the RFQ. All responses will be opened in a public meeting as advertised, separated and categorized as "Responsive" or "Not Responsive". The not responsive submittals will be returned to the responder with written reason(s) for the rejection. The Purchasing Division will, within three (3) business days of the opening date, publish a list of complete and responsive submittals on the City website. The Purchasing Division (City) reserves the right to notify responders of minor, ministerial errors or inadequacies and accept supplemental or corrective information in order for an otherwise conforming submittal to be qualified as responsive. The object is to generate the most competition to provide the best opportunity for more suppliers to participate and to generate the result in the best interest of the public.
- E. Responsive submittals will be distributed by the Purchasing Division to the Selection Committee members along with a copy of the **Selection Committee Guidelines** and schedule. The committee members will execute the Evaluator Statement of Independence and **Non-Conflict of Interest Form.**
- F. The Purchasing Division will provide the committee members with all the necessary forms for the evaluation process. The Purchasing Division will monitor the evaluation process

and provide guidance at the start of each formal evaluation. It is the responsibility of each member to request guidance from the appropriate Purchasing Division member if there is any question about the process or procedure to be followed. Advice or consultation with other committee members concerning the submittals is prohibited to insure the independent evaluation of each proposal. All forms are to be properly completed by each committee member and include appropriate comments to support recommendation(s).

- G. Selection Committee members shall review the responses and independently score each for each criteria. These scores will be used to individually rank the responses.
- H. A summary of total scores for all vendors shall be prepared after all members of the Selection Committee have reviewed and individually evaluated the responses. This will occur during a publicly noticed Selection Committee meeting.
- I. A copy of all evaluation forms and notes (and the committee's consensus score) will be maintained by the Deputy City Clerk as part of the official file.
- J. A selection of at least three consultant firms deemed most qualified (short list) may be required to provide an oral presentation to the Selection Committee regarding their qualifications, approach and ability to furnish the required services. Oral presentations will be required if less than three qualified responses are received.
- K. The city shall have the right to cancel a solicitation and/or reject all responses and authorize the entire matter to be resolicited or canceled.

**13.05 Public Presentations**

- A. Public presentations and all public meetings shall be conducted in accordance with 286.0113, F.S. (public meeting) and notice published as set forth in this PSPR Manual.
- B. Purchasing staff must ensure compliance with the following process if a Public Presentation is required (short list established):
  - 1. Notify the contractors/consultants by fax or e-mail. The notification shall include details including but not limited to:
    - a. Date, time and schedule.
    - b. Location of the meeting.
    - c. Time allotted for each firm.
    - d. Additional information if requested by the Selection Committee.
  - 2. Purchasing staff will coordinate the schedule of public presentations with the Selection Committee and confirm attendance of members.
  - 3. The Selection Committee will conduct a post presentation public meeting and determine the final ranking.
  - 4. The Selection Committee may also, in the best interests of the city, recommend to the City Manager or designee that:

- A. All proposals be rejected and the RFQ be cancelled.
- B. All or any number of the proposals be rejected.
- C. The RFQ be reissued with or without new or revised specifications.

**13.06 Contract Recommendations to City Commission of Firms**

- A. Contracts in amounts requiring City Commission approval shall be presented by the Purchasing Division or user department to the Commission in the usual course of business. Contracts that do not meet the Commission authority threshold shall be processed as required by these regulations.

**13.07 Negotiations (Continuing Contracts and Single Project Agreements)**

- A. The Purchasing Division shall coordinate the negotiation of contracts with as many responders as are deemed qualified in the case of, for example, continuing contracts for engineering services. All negotiations are to be conducted in accordance with 287, F.S.
- B. Negotiations, in the situation where one consultant for a single project is the case, shall be conducted as provided for in 287, F.S.
- C. Negotiations shall proceed with the most qualified firm to establish compensation which the city determines is fair, competitive and reasonable considering the scope, complexity and cost of like services in the market place.
- D. Negotiations must comply with 287.055(5) and 286.0113, F.S. Should the city be unable to negotiate a satisfactory contract with the top ranked firm, negotiations with that firm must be formally terminated. The city shall then undertake negotiations with the second ranked firm. Failing accord with the second ranked firm, the city must terminate negotiations. The city shall then undertake negotiations with the third ranked firm.
- E. Should the city be unable to negotiate a satisfactory contract with any of the selected firms, the city shall select additional firms in order of their competence and qualification and continue negotiations in accordance with the prior requirements until an agreement is reached.
- F. **Professional services less than the thresholds in 287.055(4)(c), F.S. shall be processed in accordance with Section 1 of this PSPR Manual.**

**14.01 General Guidelines**

- A. Contracts for the performance of services in connection with annual financial audits shall be procured in accordance with the provisions of 218.391, F.S.
- B. The City Commission shall establish an auditor selection committee. The primary purpose of the auditor selection committee is to assist the city in selecting an auditor to conduct the annual financial audit required in 218.39, F.S. The public shall not be excluded from the proceedings under this section and all meetings of the committee shall be held in accordance with 286, F.S.
- C. Per Chapter 218.39 F.S. no employee of the city may serve on the auditor selection committee; however employees may serve as an advisor.
- D. The audit committee shall:
  - 1. Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under 473, F.S., and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services and such other factors as may be determined by the committee to be applicable.
  - 2. Publicly announce Request for Proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.
  - 3. Provide interested firms with the Request for Proposal document. The RFP shall include information on how proposals will be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.
  - 4. Evaluate proposals provided by qualified firms. If compensation is one of the factors established, it shall not be the sole or predominant factor used to evaluate proposals.
  - 5. Rank and recommend to the City Commission in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established. If fewer than three firms respond to the RFP, the committee shall recommend such firms it deems qualified.

**14.02 Selection Committee**

- A. Members of the auditor selection committee shall be appointed by the City Commission.
- B. The evaluation process is key in the selection of a quality contractor/consultant. It is very important that this process be conducted in a professional and consistent manner. Committee members must be flexible and available for all meetings during the evaluation process particularly including demonstrations and presentations.
- C. All meetings during the evaluation period must comply with the State of Florida Sunshine and Public Record Laws. Reasonable notice of the date, time and place of the meeting



must be given. The meeting shall be recorded and minutes prepared. The meeting recordings shall be available to the public.

- D. The method used by the city to select a firm recommended by the auditor selection committee must ensure that the agreed upon compensation is reasonable to satisfy the requirements of 218.39, F.S. and the needs of the governing body.

#### **14.03 Procedure**

- A. The City Manager may initiate or the Finance and Administrative Services (FAS) Director may request that the City Manager initiate the Auditor Selection Process pursuant to 218.391, F.S.
- B. Upon request of the auditor selection committee the FAS Director, shall begin the formal solicitation process called for in 218.39, F.S.
- C. The chair shall call and notice a public meeting of the audit committee to meet the committee responsibility as set forth in this Section 14 of this PSPR Manual and as proscribed by 218.391, F.S.
- D. Each member of the auditor selection committee will be provided a copy of 218.391, F.S. by the committee chair. The committee will be supported by members of city staff as the need requires and the records of the auditor selection committee shall be maintained separately by the FAS Director but as a part of those retained by the FAS Department. The Purchasing Division will also retain a file of that division's related activity as will the Deputy City Clerk and all other departments as required by 119, F.S.
- E. All meetings and process of the auditor selection committee are subject to the provisions of 286 and 119, F.S. and members of the committee shall individually consult with the Office of the Deputy City Clerk for necessary information or guidance to assure compliance.
- F. The Request for Proposals developed by the auditor selection committee will be prepared and advertised and processed in accordance with 218, F.S. and this PSPR Manual. Chapter 218, F.S. preempts and controls in the event of conflict with the provisions of this PSPR Manual or other city policies, procedures or ordinances.
- G. The FAS Director shall prepare and present to the City Commission the ranking and recommendation of the audit committee.
- H. The City Commission will select a firm from those recommended by the committee and authorize the City Manager to negotiate a contract not using compensation as the sole or predominant factor. The provisions of 218 F.S. will be followed if negotiation with the first ranked firm does not result in a satisfactory contract.
  - 1. An engagement letter, signed and executed by both parties, shall constitute a written contract. The written contract shall, at a minimum, include the following:
    - a. A provision specifying the services to be provided and fees or other compensation for such services.



- b. A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.
  - c. A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.
2. Written contracts entered into may be renewed as provided for herein. Such renewals may be done without the use of the auditor selection procedures provided in this section. Renewal of a contract shall be in writing.
- I. Execution of an approved contract will proceed and be implemented in accordance with this PSPR Manual.

### **15.01 Bonds**

- A. A Bond provides a financial guarantee that the vendor will perform as specified in the bid or subsequent contract. Bonds provide assurance for the city as well as for suppliers of labor and material. Chapter 255, F.S. sets forth the threshold and requirements for the posting of bonds. Care in applying the provisions of 255, F.S. must be taken in that only certain standards apply to municipalities.
1. A performance bond is a contract of guarantee, executed subsequent to award by a successful bidder/offeror, to protect the city from loss due to the bidder's failure to complete the contract as agreed.
  2. Payment bond assures the payment of sub-contractors and materials suppliers.
  3. A maintenance bond assures that the contractor will perform those services required by the contract regarding warranty and guarantee of the project.
  4. Both Payment and Performance Bonds must be in the amount of at least one hundred percent (100%) of the contract price.
  5. Occasionally, and always in the case of construction contracts above the threshold established in 255, F.S., payment, performance and maintenance bonds are required.

### **15.02 Bid Security**

- A. Bids and Contracts below the threshold established in 255, F.S., at the discretion of the City Manager, include bond requirements. The Purchasing Division shall, after consultation with the user department, make a specific recommendation concerning bid and/or contract security. All bonds when required, shall be accompanied by either a bid bond executed by a surety company meeting the qualification as specified in the bid documents or money order, certified check, cashier check of any national or state bank (United States) payable to the City of Alachua and conditioned upon the successful bidder executing the contract and providing the required bonds and evidence of required insurance within a reasonable amount of time after notification of award of the contract. **A personal check or a company check of a bidder shall not be deemed a valid bid security.** The bid bond of a successful bidder shall be forfeited to the city to compensate for the cost and expense incurred should that bidder fail to execute the contract, provide the required bonds and certificate(s) of insurance and/or fail to comply with any other requirements set forth in the bid documents. Bid securities of unsuccessful bidders will be returned after award, execution of a contract with the successful bidder and issuance of the Purchase Order.

### **15.03 Protest Procedures**

- A. Protest procedures and the related City of Alachua dispute resolution process are as further set out in Section 19 of this PSPR Manual.

### **15.04 Insurance**

- A. Insurance protecting the city against liability, property damage and contractual risks is

- B. essential. Such requirements do add to the initial costs of any project but the reduction of risks involved far outweighs the cost. Workers compensation, property damage, general liability and automotive property damage & liability are required. Additional coverage, such as professional liability, may be required depending upon the nature of the contract.
- C. The Purchasing Division is responsible for determining, in consultation with the Department of Compliance and Risk Management, that insurance requirements are determined and included in solicitation documents.

**15.05 Indemnification Statement**

- A. A standard statement of indemnification of the city by the vendor for any loss caused by the vendor and/or products and/or services provided will be included in all solicitation documents.

**16.01 General Guidelines**

- A. The city shall have the option to utilize Sales Tax Recovery (Saving) for construction projects, renovation projects or other purchases as needed to take advantage of the city sales tax exemption status. The use of Sales Tax Recovery will be reserved to the city and nothing herein shall prohibit the city from deleting items within the RFB, or awarded contract and purchasing items directly from a supplier to avoid sales tax being paid by the city as a part of a contractor's bid price.
- B. The city may utilize the awarded Vendor's suppliers and place Purchase Orders for the purchase of the supplies needed by the awarded Vendor without further competition. The contractor shall take receipt of and utilize the supplies on the awarded project. The city shall pay all invoices associated with the Purchase Orders and deduct the invoice cost plus the sales tax from the contract amount.
- C. It is recognized that contractors add an administrative "mark up" to the base cost of materials to cover the cost of ordering, managing delivery, storing product on site and coordinating all of the foregoing as a part of maintaining the job schedule. Therefore, the city direct purchase option normally will be utilized only in large projects. The option concerning utilization of the process will be reserved by the city whether or not announced to proposers as a part of the solicitation process.

**16.02 Ordering**

- A. The city may exercise its right to direct purchase any component of the bid in order to save the sales tax on the selected component which may include equipment, materials and supplies contained within the bid. The items selected may, at the discretion of the city, be purchased directly from vendors the contractor used to submit the bid to the city and made a part of the construction contract executed with the city. The contractor shall fully cooperate with the city, providing information for the preparation of purchase orders for these direct purchases, monitoring deliveries and approving invoices.
- B. The city will issue a purchase order to the material supplier for the component selected for owner direct purchase (ODP). The purchase order will be sent to the contractor, who shall verify that the order was issued correctly and, if so, send to the material supplier. However, the city shall have discretion to direct the contractor to return the reviewed PO to the city so the city can make the purchase. A document that itemizes the products being ordered must be obtained by the requesting department when the city uses a PCard as the form of payment.
- C. The contract will be reduced by the amount of the owner direct purchase invoice and sales tax savings. The contractor administrative mark up described in 16.01 C will be added to the contract price. The entire transaction must be processed as a Change Order when a contract is in place or by an agreement between the parties during the post bid or proposal stage.

**16.03 Expediting**

- A. The contractor shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule. The city shall share this responsibility in cases where the city delivers the PO to the supplier.

**16.04 Receipt**

- A. The contractor shall sign for and receive all materials retaining packing slips and delivery tickets for all materials delivered for the project. All documentation shall be timely delivered to the contractor and subcontractors shall be responsible for the safe care, custody and control of all materials under all circumstances.
- B. All action by a subcontractor in connection with the receipt, care and custody of materials and products shall be as a subcontractor to the contractor and not acting as an agent of the City of Alachua.

**16.05 Billing/Payments**

- A. All ODPs shall be billed to the city in care of the contractor.
- B. The contractor shall check all invoices for accuracy and completeness when received. The contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.
- C. Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms and all discounts shall accrue to the city.
- D. The contractor shall prepare a direct purchase report for the city upon submittal of each pay request.

**16.06 Other Considerations**

- A. The city shall have title to all items for which payment has been made.
- B. The selection of ODP does not relieve the contractor of liability for that item as related to the quantity ordered, the maintenance and care of the item when delivered or the installation or incorporation of the item in the work to be performed in accordance with the contract documents. The contractor shall maintain products liability insurance which shall include ODP items.
- C. The city shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with this and all provisions.
- D. The city will comply with all statutory and administrative rules and regulations imposed by the Florida Department of Revenue in order to maintain a compliant direct purchase program. To the extent required by Florida law, the risk of loss with respect to product delivered shall be on the owner but the city may, to the extent allowed by Florida law, require that the contractor and its subcontractors indemnify and hold harmless the city for any loss to products delivered as a result of contractor breach of contract or negligence. The city may also require the scope of services in the contract include services of the contractor or its subcontractors concerning scheduling, acceptance of products delivered, storage, sequencing of delivery and incorporation of products in the project. None of the provisions in this section shall be interpreted to provide any procedure for ODP different from the procedures required by the Florida Department of Revenue except to the extent a DOR procedure can be shown to be in contravention of Florida law.

**17.01 Purpose**

- A. To establish procedures for the transfer and disposal of surplus real and personal property, maximize return on surplus property and eliminate the risk and cost of maintaining property of negative value.

**17.02 Authority and Required Authorization**

A. Personal Property

- 1. The City Manager shall have authority to and must authorize the declaration and the manner of disposal of all individual items of surplus personal property up to and including a book value of \$50,000.
- 2. The City Commission shall retain exclusive authority to declare and determine the manner of disposal of all individual items of surplus personal property with a book value of more than \$50,000.

B. Real Property

- 1. City Commission approval is required to authorize the declaration of any real property as surplus and the City Commission will determine and direct the City Manager if, when and by what method sale or other disposition of such surplus property will occur.
- 2. The City Manager is specifically authorized to discuss and negotiate the sale or other transfer of city real property with interested parties, be they private, government entities, not for profit or other. All such discussions, negotiations or agreements shall be announced to be and are subject to the presentation to and the approval of the City Commission.

**17.03 Classification of Surplus Property**

- A. **Excess** – Materials, supplies or other property owned by the city that are not required or can no longer be used but have value.
- B. **Obsolete** – Materials, supplies and other property that are out of date, no longer in use or otherwise effectively not usable.
- C. **Scrap** – Damaged, defective or deteriorated to the extent there is no value except for basic material content.
- D. **Junk** - No value and there may be a disposal cost.
- E. **Negative Value** - Real or personal property the value, if any, is less than the associated carrying cost or liability of continued ownership by the city. Real property when the City Manager determines there is no foreseeable beneficial use by the city and the property presents exposure to third party liability and continuing maintenance costs is one example.

**17.04 Procedure**

- A. Departments are to provide the Purchasing Division, at least annually as part of the budget process, an itemized list of surplus property including its condition, unique features and estimated value (can be \$0).
  - 1. The Department Director shall exercise good judgment throughout the budget year and, when appropriate in the interest of the city, report by email to the Purchasing Division any property meeting the classification of surplus so that property can be placed in use in another department, the return by disposal can be maximized or that carrying cost and liability exposure can be eliminated.
- B. The Purchasing Division will first attempt to reallocate surplus to any department where it can be utilized. Items not reallocated will be listed by Section 17.02 classifications category by estimated value and submitted to the City Manager along with a recommendation for disposition.
- C. The city may negotiate a sale or donation of surplus property to another governmental unit in Florida or a private non-profit agency as defined in 273.01(3), F.S.
- D. City employees will not have the opportunity to purchase surplus goods outside of a public auction or sealed bid process.
- E. No cash will be accepted for the sale of city property. Purchasing will retain a copy of all checks for sale proceeds along with an itemized list of all sale proceeds in a separate surplus file. Sale proceed checks will be hand delivered to the Finance Department and documented by an email, copy to the City Manager, including a summary of the disposal method, itemized list of items sold and amount received for each.

**17.05 Annual Report of Surplus Property**

- A. The City Manager shall annually report surplus real and personal property in excess of \$50,000 and its disposition to the City Commission as part of the annual budget process.



**18.01 General Policy**

- A. Title (ownership) - The ownership/title of real property is a matter solely within the discretion and authority of the City Commission. No parcel of real property may be acquired, encumbered or transferred without City Commission approval, except as provided for in B and C. of this section.
- B. Easements and other non-fee title interests - The City Manager is authorized to and may delegate responsibility for accepting interests in the property of others, such as public utility easements, as are necessary in the normal course of municipal business.
- C. Fee – Title interests to city as set forth on any plat approved by the City Commission, any city approved site plan or as a part of establishing, maintaining or enhancing any city public utility are exempt from the requirement for individualized approval by the City Commission as they are deemed a part of the normal course of city business, a specific example is taking title by deed to a lift station site.
  - 1. The City Manager may sign any such instrument as “accepting” for the city.

**18.02 Acquisition**

- A. The City Commission may direct the City Manager to initiate discussions or negotiate for the city acquisition of certain real property or properties.
- B. The City Manager is specifically authorized to initiate or respond to inquiries concerning the city acquisition or sale of real property when the City Manager determines such discussions are necessary to develop or formulate recommendations to the City Commission. All such negotiations, discussions or agreements shall be announced to be and are subject to the presentation to and the approval of the City Commission.
- C. The specific method of determining the price to be paid for the negotiated acquisition of a real estate parcel or interest and any proposed contract shall be developed by the City Manager and presented to the City Commission for approval.
  - 1. The City Attorney or another attorney appointed pursuant to the provisions of this PSPR Manual, shall prepare or approve the purchase and sale contract and represent the city, after City Commission approval, through the closing of acquisition.
  - 2. Easements and other Non Fee Title interests, as described in 18.01 B., may be approved by The Compliance and Risk Management Department and accepted by the city in the normal course of municipal business.
  - 3. The provisions of Florida Statute Section 166.045, as amended, shall apply in the event the city elects utilization of the Public Records exemption from Section 119.07 (1) of Florida Statutes.

**19.01 General Guidelines**

- A. The City of Alachua is committed to a prompt and fair handling of all complaints and disputes with the business community and adopts the following protest procedures:
- B. Concerns and questions of new and established vendors doing business with the city can and should be addressed during the initial phase of each new business event. All vendors are required to recognize that solicitations issued by the city pursuant to Sections 9, 10, 12, 13, and 14 include a process for the submission of clarifying questions from any interested party and that the questions and city responses are published on the City website so that the public, including any interested party, has uniform access to all the same information.
- C. The following matters are not subject to protest:
1. The city has the sole discretion to set weighted solicitation evaluation criteria including adopting its formula for evaluation. No protest will be accepted or considered challenging the city discretion concerning such criteria or evaluation formula.
  2. The city has the sole discretion, and no protest will be accepted or considered, challenging a city decision to cancel or renew any procurement or sale process, up to and until a contract is fully executed.
- D. Any required notice of intended decision with respect to contract award, suspension or other action shall set forth the following statement:
1. FAILURE TO FOLLOW PURCHASING PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES ESTABLISHED BY THE CITY OF ALACHUA, FLORIDA, SHALL CONSTITUTE A WAIVER OF PROTEST AND ALL CLAIMS.
- E. Right to Protest
1. Any actual or prospective bidder, proposer, vendor or person who is directly and adversely affected in connection with the solicitation process or a contract award may protest to the City Manager's office.
    - a. **POSTING:** The Purchasing Division shall post notice of all solicitations and related awards pursuant to Sections 9, 10, 12, 13 and 14, for review by the General Public on the Public Notice Board at City Hall and a copy of the notice and the solicitation documents will be published on the City website.
    - b. All vendors who submit a response pursuant to Sections 9, 10, 12, 13 and 14 will also be notified by email or as otherwise provided for in the solicitation document.
    - c. **FORMAL WRITTEN PROTEST:** Any person adversely affected by an intended decision or action with respect to the award of any formal solicitation or any other procurement or sale issue must file with the City Manager's office a written notice of protest within seven (7) calendar days (refer to Section 19.01, H for when the seven [7] days begins) of the

complained of city action. Such protest shall be in writing, must contain, in detail, the information set forth in this paragraph C of Section 19.01, shall state the particular grounds on which it is based, shall include all pertinent documents and evidence and shall be accompanied by a cashier's check or other security acceptable to the city, in the amount of five percent (5%) of any protested contract amount, or, if the amount of the contract award cannot be reasonably determined, One Thousand Two Hundred Fifty Dollars (\$1,250.00). The city, at discretion of the City Manager, may require a protest security in an amount greater than One Thousand Two Hundred Fifty Dollars (\$1,250.00) not to exceed One Hundred Thousand Dollars (\$100,000.00) when the One Thousand Two Hundred Fifty Dollars (\$1,250.00) is found by the City Manager to be clearly inadequate under the facts presented. If the city increases the security amount, the protester shall have seven (7) additional calendar days in which to pay to the city in the form of a cashier's check or other security acceptable to the city, the difference between the filing requirement of One Thousand Two Hundred Fifty Dollars (\$1,250.00) and the new amount of security established by the city. The bond or other security will be refunded in full if the protest is sustained in its entirety. However, should the protest not be sustained in its entirety, the bond or other security shall be returned less all fees, expenses, damages, costs and charges incurred by the city directly related to the not sustained component, basis, or claim by any other name or description. Failure to timely post the additional amount of security shall be deemed a waiver of the right to maintain the protest. Failure to submit the security with the protest shall be a waiver of the protest, is a jurisdictional deficiency and bars the right of the protester to maintain the protest.

F. Any grounds not stated in a protest are waived.

G. PROTEST MEETING: The Assistant City Manager or designee will notify and schedule a protest meeting. The meeting shall be scheduled with the protesting party within ten (10) working days (excluding Fridays, Saturdays, Sundays and city holidays) of receipt of the formal written protest. The purpose of the protest meeting is: 1) to explore and review the basis of the protest; 2) to evaluate the facts and merits of the protest; 3) if possible, to reach a solution of the protest that is acceptable to each affected party.

H. In the event the protest cannot be resolved by mutual agreement, the Assistant City Manager or designee shall refer the protest to the City Manager within five (5) working days of the protest meeting with a recommendation, in writing, for resolution/disposition of the protest. The City Manager may conduct an evidentiary hearing. The City Manager shall have the discretion to conduct a review and make an attempt to resolve the issue in a manner agreeable to all parties. The City Manager will issue a written decision rejecting or affirming the protest within ten (10) working days after receipt of the referral, date of the hearing or the review, whichever is later. The decision of the City Manager is final and binding in Categories G. 1-4 and G. 6-7 of Section 1.01. However, the protestor shall have the right to address the City Commission at a public meeting in cases where the city business at issue requires City Commission approval (Section 1.01, G.5.) The protestor is responsible for submitting a timely request to appear on the next available City Commission regular meeting agenda as determined by the City Manager. The protestor

will receive an email notice of the meeting date and starting time. The decision of the City Commission shall be final and binding.

- I. The last stage is defined as the date any required appeal time available to the protester has expired without protester action, the protest is withdrawn, a finding by the city during the administrative process that the protest should be upheld or the date of any final court action subsequent to exhaustion of the set forth administrative process.
- J. The seven (7) calendar days within which a protestor may protest an intended decision or action shall run from the first issuance of the intended decision or action by the city. The issuance of an intended decision or action shall occur at the earliest date and time on which the decision is posted, served electronically or posted electronically on the City website.
- K. **STAY OF PROCUREMENTS DURING PROTEST:** In the event of a timely protest under this Section, the city shall not proceed further with the solicitation or award of the contract until final decision adverse to the protestor(s) is made by the City Manager or City Commission as provided in F hereof, or until the City Manager makes a written finding that award of a contract, without delay, is necessary to protect substantial interests of the city.
- L. **Exhaustion of Administrative Remedies:** The City Manager is, by Section 4.03(i) of the City Charter, the city purchasing agent and all purchases and sales shall conform to such regulations as the City Commission may from time to time prescribe. The City Commission, pursuant to Section 4.03(i) of the City Charter, hereby adopts this PSPR Manual and includes the administrative protest procedure to expedite review and relief for any party claiming adverse impact for an abuse or failure of the purchasing/sales process administered by the city. Therefore, the administrative procedure set forth in this Section 19 shall be exhausted prior to instigating litigation concerning any dispute or protest of a matter or process included in this PSPR Manual.