

Procurement Manual

City of Fort Lauderdale



Procurement Services
101 NE 3rd Avenue, Suite 1650
Fort Lauderdale, Florida 33301

THIS PAGE INTENTIONALLY LEFT BLANK

Procurement Manual

Table of Contents

Section	Page
A. Introduction	5
B. Procurement Ordinance	5
C. Procurement Services Staff	5
D. Delegation of Certain Purchasing Authority	6
E. The Purchasing Cycle	6
F. Ethics and Vendor Relations	8
G. Unauthorized Purchases	9
H. Competition / Thresholds	11
I. Small Purchases and Initiating the Purchasing Process	13
J. Contracts (ERP System)	28
K. Change Orders	29
L. Formal Competitive Solicitations	29
M. Competitive Sealed Bid Process	31
N. Competitive Sealed Proposal Process	38
O. Request for Qualifications (RFQ) Solicitations	48
P. Architectural and Engineering Professional Services Solicitations	54
Q. Competitive Negotiations Process	56
R. Requests for Information	67
S. Cooperative Purchases and Piggybacking	68
T. Design/Build Services	70

U. Capital Improvement and Construction Services..... 72

V. Exempt from Competition 73

W. Sole Source Purchases 73

X. Insurance and Insurance Related Purchases 77

Y. Emergency Purchases..... 78

Z. Grants 82

AA. Debt Management Purchases 83

BB. Receiving..... 84

CC. Returns 88

DD. Local Business and Disadvantaged Business Enterprise 88

EE. Disposal of City Property 93

FF. Procurement Services' Website 99

GG. Procurement Forms 100

HH. Uniform Guidelines on Contract Administration and Contract Management...102

A. Introduction

1. Procurement Services is the centralized authority responsible for procuring quality materials, supplies, services, and construction at the best possible value and price, with fairness and integrity for the City of Fort Lauderdale's (City) government leaders, its employees, its stakeholders, and its citizens.
2. When purchasing commodities and contractual services, the City will, in good faith, follow sound and prudent business practices and promote full and equitable economic participation of all segments of the community. Procurement Services will:
 - a. provide fair and equitable treatment of all persons interested in the City's procurement practices, including all bidders, proposers, suppliers, and vendors;
 - b. maximize the purchasing value of public funds in procurement;
 - c. assure adherence to all laws, regulations, processes, and procedures related to City procurement; and
 - d. obtain goods and services in a, ethical, transparent, and timely manner to meet departmental needs.
3. This Procurement Manual has been developed to aid all employees directly or indirectly associated with the functions of procurement. This manual will explain and facilitate understanding of the functions, policies, and procedures of Procurement Services.

B. Procurement Ordinance

1. The City's [Procurement Ordinance](#) is the primary document that governs the procurement of goods and services. It is recommended that staff read the Procurement Ordinance as well as this Manual to get a complete understating of the City's procurement policies and procedures. This Procurement Manual's procedures are provided in order to comply with the [Procurement Ordinance](#).
2. The Procurement Ordinance establishes the authority of the Chief Procurement Officer.

C. Procurement Services Staff

1. Procurement Services staff, under the direction of the CPO, manages the procurement and spending of public dollars. Procurement Services is governed by various laws, policies, procedures, and high ethical standards. As such, when procurement and spending authority is delegated to City departments, the same adherence to policies and procedures is required when the City department expends public funds.

2. Procurement Services will assist City departments in complying with the City's procurement policies, procedures, and laws (including State and Federal).
3. HAVE QUESTIONS? Contact Procurement Services at 954-828-5933, or at ProcurementSupport@fortlauderdale.gov.

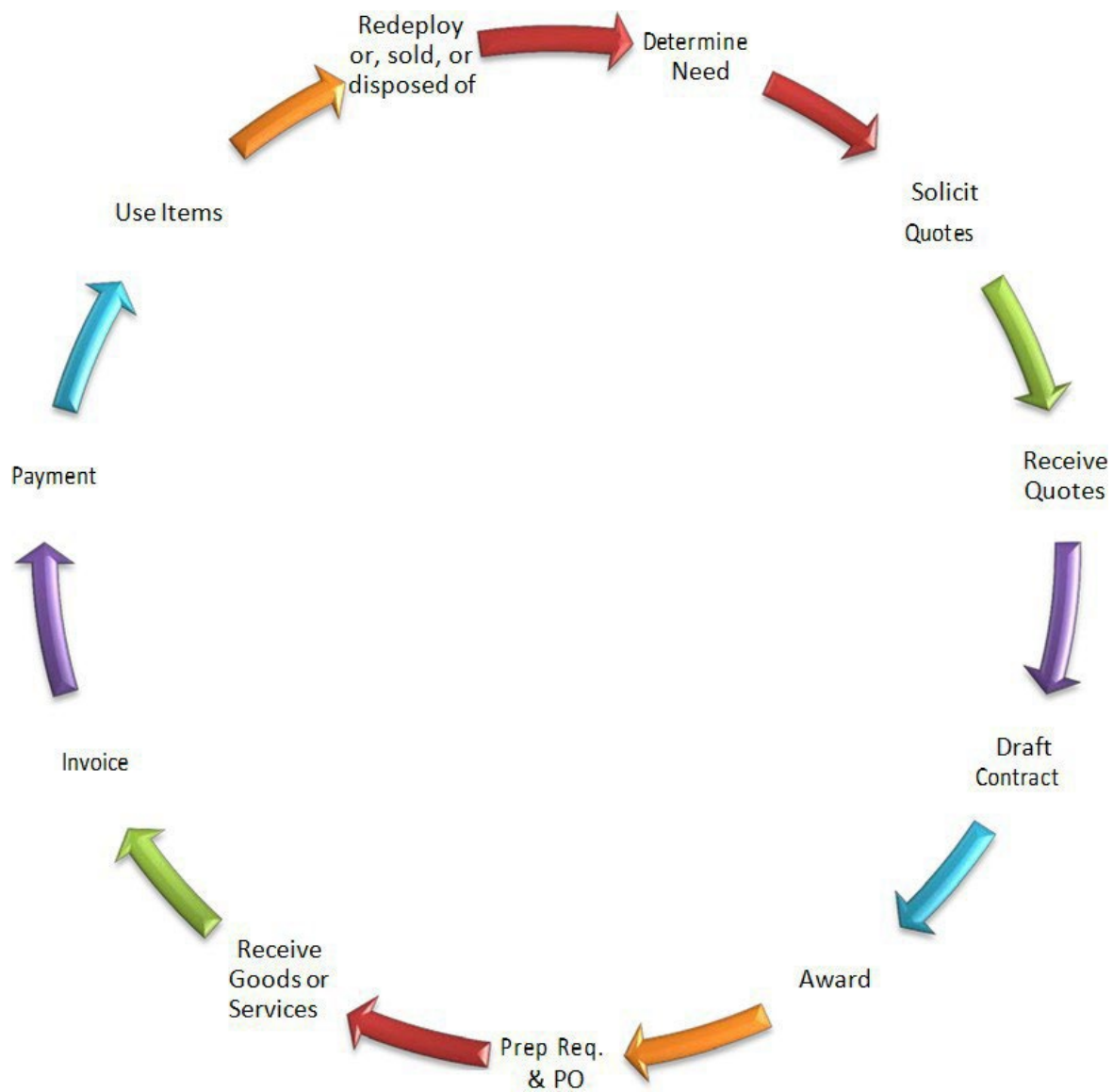
D. Delegation of Certain Purchasing Authority

1. **Informal Quote:** The Chief Procurement Officer may delegate certain authority to City and City department staff for small purchases up to **\$5,000⁰⁰** by use of the City's Procurement Card (P-Card) or requisition. Additionally, end users may attempt to obtain three quotes via the informal Quotation Form (found on Laudershare) for purchases up to **\$50,000⁰⁰**. Purchases between **\$50,000** and **\$100,000** must be issued through the City's on-line strategic sourcing system and may be referenced as an Informal Quote (IQ). All purchase requests over **\$100,000** shall be performed by the Procurement Services Division. All of these procedures are to be in accordance with the procedures and provisions of the Procurement Manual and Procurement Ordinance.
2. This delegated authority **shall not apply to signing vendor contracts or agreements**. The Chief Procurement Officer has authority to approve all purchases and sign agreements, contracts, change orders, and purchase orders for the purchase of goods and services up to \$100,000 or as otherwise designated by the City Manager or Procurement Ordinance.
3. Failure to abide by proper procurement policies and procedures may result in reduction or loss of delegated authority and other disciplinary actions.

E. The Purchasing Cycle

1. The purchasing cycle begins with the determination of need and ends with the proper disposal of items that are no longer of use to the City. The following activities make up the purchasing cycle:
 - a. Determination of need (Request/Requisition)
 - b. Issue Solicitations
 - c. Receipt, documentation, and evaluation of solicitations
 - d. Draft and negotiation of contract
 - e. Award by Procurement Services or Commission Approval
 - f. Execution of Contract/Agreement (if applicable)
 - g. Issuance of purchase order
 - h. Receipt, inspection, and approval of goods and/or services are satisfactory
 - i. Invoice submitted by vendor

- j. Approval and payment of invoice
- k. Items are utilized to their fullest potential by the requesting department
- l. Items may be redeployed to other departments within the City, sold or otherwise disposed of.



F. Ethics in City Staff and Supplier/ Vendor Relations

1. City staff must avoid actual or perceived (regardless of its validity) misconduct or compromising behavior during the procurement process. Strict adherence to proper procurement practices must be followed at all times to protect the reputation of the City.
2. City staff shall not solicit, accept, or demand from any supplier or vendor any form of personal compensation. This includes money, goods and/or services, offers of employment, reciprocal agreements, or discounts for personal gain.
3. Staff shall use caution when dealing with suppliers and vendors to ensure that proper policies, procedures, and ethics are adhered to.
4. All suppliers and vendors must be afforded equal opportunities to compete.
5. The City will strive to maintain strong and enduring relationships with suppliers and vendors of proven ability and a desire to meet the City's needs. To accomplish this, procurement activities will be conducted so that all suppliers and vendors will value the City's business and make every effort to furnish its requirements on the basis of the most economical quantity, suitable quality, timely delivery, adequate service, and lowest possible price.
6. If a supplier assists in writing specifications, or is paid as a consultant to do so, they shall not be allowed to submit a bid in response to the respective solicitation. Any firm participating in writing or otherwise having an influence on the specifications or the solicitation document(s) will not be considered for award. If a department receives assistance or advice from suppliers in preparing their specifications, they must submit the supplier's name(s) to Procurement Services. This will assist in ensuring that the procurement process does not experience any problems or protests and address any potential proprietary specifications that the vendor may have suggested. Exception: When a Request for Information (RFI) is used, see *Q. Requests for Information*.
7. In accordance with Chapter §112.313 Florida Statutes, City employees shall not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of (5%) five percent or more). Immediate family members (spouse, parents, and children) are generally prohibited from contracting with the City.
8. Bid shopping shall NOT be permitted, i.e., no one shall obtain pricing from a vendor and request other vendors to meet or beat the disclosed price. However, this restriction shall not apply to reverse auctioneering. New sources of supply will be given due consideration.

G. Unauthorized Purchases

1. Unauthorized purchases are prohibited, and is defined as an item(s) that is
 - a. Purchased prior to issuance of a a Purchase Order (PO); or
 - b. Purchased without sufficient funds as determined by Finance; or
 - c. Purchased in the following manner:
 - 1) Obtaining goods or services from a vendor when another supplier holds a City term contract for those items.
 - 2) Providing inaccurate information to Procurement Services such as fabricated quotes.
 - 3) An “add-on” to a previously approved PO without first obtaining a Change Order from Procurement Services.
 - 4) Splitting orders of the same or like materials/requirements into two or more individual purchases with the intention of circumventing the formal competitive solicitation requirements.
2. It shall be unlawful for any City officer or employee to order the purchase of any materials or supplies or make any contract for municipal materials, supplies, or services other than through Procurement Services, or outside the exceptions delineated in this Manual. In such circumstances, under the Procurement Ordinance, Section 2-176 (a) states in part, “...The City shall not be bound by purchases made without proper authorization or in any unauthorized manner.” Any such purchase(s) made contrary to such Code provision will result in disciplinary action taken against the person committing the unlawful act.
3. In accordance with Chapter §838.22 Florida Statutes:
 - a. It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause harm to another, to engage in the following:
 - 1) Falsify, or cause another person to falsify, any official record or official document.
 - 2) Conceal, cover up, destroy, mutilate, or alter any official record or official document or cause another person to perform such an act.
4. Procurement staff adheres to the following ethical standards*:
 - a. Regards public service as a trust and supports professional principles of governmental purchasing.

- b. Believes in the dignity of their office, the real worth of the service rendered by their governmental agency, and gives first consideration, and loyalty, to that agency.
- c. Is transparent in services guided by integrity and honesty to merit the respect, and inspire the confidence of the agency and the public.
- d. Accepts full responsibility for the procurement function.
- e. Strives for professional development by keeping memberships current and participating in professional purchasing organizations.
- f. Believes that character is the greatest asset in commerce and therefore will not accept gifts or other things of value from vendors.
- g. Becomes fully informed of issues and progress through appropriate channels by emphasizing the facts over personal opinions.
- h. Does not allow outside influence to enter their relationships with vendors or other employees.
- i. Provides the highest level of service based upon training, experience, and initiative.
- j. Recognizes that mutually profitable business relations are based upon honesty and fair dealing, avoids sharp practices and misrepresentations.
- k. Is courteous, considerate, prompt, and businesslike with those whom they deal, including their employer, employees, vendors, and the public.
- l. Strives to understand the needs of all departments and assists in meeting their needs for operating supplies, equipment, and services.
- m. Provides a key liaison between vendors and City departments.

*Adopted and modified source – Florida Association of Public Procurement Officials

The staff of Procurement Services also adheres to the Code of Ethics of the National Institute of Governmental Purchasing, Inc. The code may be reviewed at the following url: <https://www.nigp.org/about-nigp/code-of-ethics-nigp>

H. Competition / Thresholds

1. General

- a. The Procurement Ordinance, State of Florida Law, good business practices, and the responsibility for the expenditure of public and grant funds dictates that the City follows policy of competitive source selection whenever reasonable. To do so, the City seeks suppliers that will provide quality materials and services at a fair and reasonable price, delivered on time.
- b. In support of these concepts, Procurement Services will do the following:
 - 1) Allow any legitimate supplier with the ability to support the City, an opportunity to do business.
 - 2) Follow established City Codes, Ordinances, rules, and procedures set out in this Procurement Manual, grant requirements, and applicable State of Florida laws for all bidding.
 - 3) Maintain sufficient documentation, including data related to performance, to properly support specific buying decisions.
 - 4) Encourage competitive bidding by quality suppliers, including DBE (Disadvantaged Business Enterprises), for the supply of goods and services.

2. Thresholds

- a. The dollar figures apply to both expenditure and revenue contracts.
 - 1) *Exception:* When by State Law, City Ordinance, or this Purchasing Manual, commodities or services are bid exempt.
 - 2) Competition is required prior to issuing a purchase order in accordance with the following guidelines:

Thresholds

Total Purchase Price	Minimum Requirements
Up to \$5,000	<p><u>Procurement Card/Small Purchase</u></p> <ul style="list-style-type: none"> • Use P-Card or Requisition
Over \$5,000 and Up to \$25,000	<p><u>Single Quote</u></p> <ul style="list-style-type: none"> • Requisition entered w/quote attached • Quote must be documented using the Informal Quotation Form. • Must adhere to the Informal Quotes Handbook Unless waived by CPO in writing.
Over \$25,000 and Up to \$50,000	<p><u>Department Micro Quotes</u></p> <ul style="list-style-type: none"> • Attempt to solicit three or more quotations by City department. • Quotes must be documented using the Informal Quotation Form. • Must adhere to the Informal Quotes Handbook Unless waived by CPO in writing.
Over \$50,000 and Up to \$99,999	<p><u>Department Macro Quotes</u></p> <ul style="list-style-type: none"> • Attempt to solicit five or more quotations by City department. • Quotes must be documented using the Informal Quotation Form. • Must adhere to the Informal Quotes Handbook Unless waived by CPO in writing.
\$100,000 and over	<p><u>Formal Competitive Solicitation</u></p> <ul style="list-style-type: none"> • Competitive sealed bids or proposals, or other competitive method, as determined by the CPO, issued by Procurement Services. <p>Awards \$100,000.00 and above must be approved by the City Commission – unless exempt as indicated in the Procurement Ordinance.</p>

Note:

Departmental purchases that exceed \$50,000 within a fiscal year with **one** vendor for the same goods/services will be required to solicit the items that are collectively purchased. Procurement will guide the department on the best procurement methods available to fulfill the department’s purchasing needs.

City-wide purchases that exceed \$100,000 within a fiscal year with **one** vendor for the same goods/services will be required to solicit the items that are collectively purchased. Procurement will select a leading department, base on usage and organize the best procurement method available to fulfill the City’s needs.

Once this threshold is reached, the department will be required to obtain three quotes for any purchases that are recommending an award to that vendor until Procurement has executed a contract for use.

The determination for requiring a department to contract certain goods and or services, will be based on the history of **all** purchasing transactions for the fiscal year that is being reviewed and not limited to the current fiscal period.

I. Small Purchases and Initiating the Purchasing Process

1. Procurement Card (P-Card) and Purchases up to \$5,000.00

- a. Procurement Card (P-Card) and purchases up to \$5,000.00. Departments may use a P-Card to purchase goods and some services up to and including a total expenditure of \$5,000.00. The total expenditure must include all freight and any other charges related to the purchase.
- b. The P-Card is a City credit card that is issued in the name of a full-time permanent City employee for use as part of his/her job duties. This is the preferred method of purchasing small dollar items.
- c. The P-Card can be used for retail purchases, as well as mail, telephone, or internet orders.
- d. The P-Card expedites the receipt of goods and services as well as payment to vendors. P-Cards reduce the cost of doing business for the City, while preserving proper fiscal controls and maximizing the audit trail and data captured at the point of sale.
- e. This program empowers employees; reduces paperwork by eliminating the need for requisitions, purchase orders, multiple invoices, and checks; and increases productivity and efficiency. The overall program saves time for City employees, money for the City, and allows departments to track and reallocate their purchases to various account codes to assure proper disbursement and accountability.
- f. In order to properly encumber funds, higher dollar purchases may be paid via another component of the P-Card Program once a Purchase Order is issued and this payment method is approved or requested by Procurement Services. Departments can use the P-Card and reallocate their dollars. In these instances, the following paragraph shall be placed on the first line of the PO description

THIS PURCHASE WILL BE PAID VIA A CITY OF FORT LAUDERDALE VISA PROCUREMENT CARD, AFTER FINAL RECEIPT AND ACCEPTANCE OF PRODUCTS. VENDOR IS REQUIRED TO SEND AN ITEMIZED INVOICE FOR THESE PRODUCTS/SERVICES TO THE CITY OF FORT LAUDERDALE/ ACCOUNTS PAYABLES DIVISION, AS STATED ON THIS PURCHASE ORDER.

- g. The P-Card User Guide is available at Laudershare (Procurement Services Forms and Documents) for detailed instructions, policies, and procedures. The P-Card Policy and Standards Manual (PSM) also provides detailed instructions, policies, and procedures.
- h. All office supplies are to be purchased via the P-Card through Procurement Services' contracted vendor's web site.
- i. The City does not pay **Florida state sales tax** when the P-Card is used. Please check your receipt to assure that the vendor did not charge sales tax. If you find that it was charged, request a refund of the tax portion.
- j. To request a P-Card, complete a [P-Card Application Form](#), including supervisor's signature. A P-Card will be ordered from the bank once the form is received and approved by the P-Card Administrator.
- k. Prior to issuance of a P-Card, every new cardholder will be required to attend a training class conducted by the P-Card Administrator on the proper procedures for using the P-Card. Upon completion of the training, the cardholder must sign a Cardholder Agreement confirming that he/she fully understands, and will abide by, the rules of usage of the card. The P-Card must be picked up in person. Photo identification will be required to attend the training class, and pick up a P- Card.
- l. The P-Card pre-set dollar threshold limits may be increased by the P-Card Administrator upon receipt of documented reasonable request signed by the cardholder's department director.
- m. **Missing Receipt Documentation Form**
 - 1) Cardholders must make every effort to obtain a receipt at the point of sale. If the receipt is lost or unobtainable, complete and attach the Missing Receipt Form to the monthly statement. All charges must be corroborated with either a receipt or this form. The form may be accessed at:

[Finance - P Card Missing Receipt.pdf - All Documents \(sharepoint.com\)](#)

n. **Dispute**

- 1) E-mail the P-Card Administrator immediately, so they may call the Financial Institution to begin the process.
- 2) Keep a copy with the statement.

2. Requisition (purchases not exceeding \$5,000)

- a. When a P-Card or Check Request is not a viable or possible payment option for purchases of up to \$5,000.00 (total expenditure, includes all freight and other incidentals), the City utilizes the City's Enterprise Resource Planning System to procure goods and services.
- b. The requisition will enable departments to procure small purchases not exceeding \$5,000 with the appropriate documents attached. .
- c. Requisitions are completed, submitted, approved, and processed in the Enterprise Resource Planning System. Only use a requisition to facilitate payment of those purchases that by nature confirm or require prepayment when a P-Card or Check Request is not an option. This includes orders called in for delivery and small pickup orders.
- d. The Enterprise Resource Planning System prevents requisitions to be processed by Procurement Services if there are insufficient funds in the appropriate account(s) to be charged.
- e. **Possible uses of a P-Card, Check Request, or Requisition for the following:**
 - 1) Materials or services under \$5,000.00 (non-contracted) that have already been purchased and received
 - 2) Repairs

- 3) One-time or once annual payment purchases
- 4) Advertisements in newspapers
- 5) Registrations
- 6) Publications
- 7) Subscriptions
- 8) Utility payments
- 9) Payments to other governmental agencies
- 10) Program Service Contracts and Performance Agreements (Parks & Recreation)

f. **Procedure**

- 1) Contact the vendor to confirm that they will accept an order, using a P-Card, Free-on- Board (FOB) destination, or freight prepaid. If they agree, be sure to obtain a quote or documentation with the following information:
 - a. unit price of item(s)
 - b. quantity
 - c. delivery time
 - d. payment terms (net forty-five (45) are standard, however; vendors may offer better discounts for faster payments (e.g. Two percent (2%) discount if the invoice is paid within ten (10) days)
- 2) Departments must attach any quotes/documentation to the P-Card transaction, Check Request, or Requisition.
- 3) If purchasing from a vendor that is not currently in the vendor system (i.e. a new vendor), a completed Federal form W-9 must be submitted if paying via a check request or requisition.
- 4) When using the P-Card the department shall provide the vendor with the P-Card Number and Sales Tax Exemption information at the time of the order.
- 5) The department shall reconcile the P-Card transaction in the Enterprise Resource Planning System.

Checklist for Requisition Processing

Item	Yes/No	Instructions
1. Is the requisition signed with an authorized signature?		If not, return to department for signature.
2. Is the cost over \$5,000 and does not exceed \$25,000? 2a. Is the cost over \$25,000 and does not exceed \$50,000? 2b. Is the cost over \$50,000 and does not exceed \$99,999?		Single Quote solicited using the Informal Quote Form sent to all registered suppliers under the commodity code(s) for required good/service. Attempt to solicit three (3) written quotes using the Informal Quote Form sent to all registered suppliers under the commodity code(s) for required good/service. Attempt to solicit five (5) written quotes using the Informal Quote Form sent to all registered suppliers under the commodity code(s) for required good/service.
3. Have quotes been received?		See Informal Quote Form.
4. Is it a declared emergency?		See Informal/Proprietary/Emergency Quote Form (signed by dept. director and approved by Chief Procurement Officer).
5. Is it a proprietary/sole source purchase?		See Proprietary/Sole Source Form (signed by department director).
6. Is it a capital outlay?		Is the item budgeted? If not, the Enterprise Resource Planning System will prevent requisition from moving forward.
7. Is it a contract item?		Utilize the Enterprise Resource Planning Shopping List.
9. Has a formal written contractual agreement been prepared?		Attach the agreement to the requisition. DO NOT SIGN, only the Chief Procurement Officer may sign an agreement.
10. Is insurance required?		If a vendor is entering City property for service/installation, the department must ensure that a Certificate of Insurance approved by Risk Management is on file prior to commencement of work. The insurance requirements must be included as part of your bid specifications / scope of services.
11. Is the requisition to be approved by another department?		Enter the proper commodity code to invoke secondary approval in the Enterprise Resource Planning System electronic approval workflow.
12. Is the item covered by a resolution or pre-approved by City Commission other than through the Procurement bidding process?		Identify the Commission approval date and Agenda Item number on the requisition.

3. Overview of the Informal Quote Process

Please refer to the Informal Quotes Handbook for complete procedures to obtain quotes as outlined below

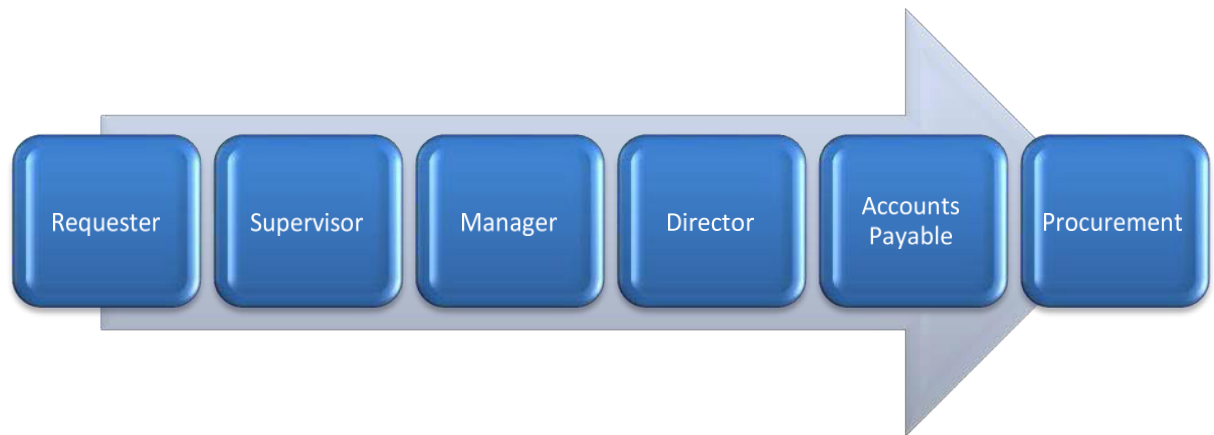
- a. Purchases over \$5,000 and up to \$25,000 require a single written quote utilizing the Informal Quote Form.
- b. Purchases over \$25,000 and up to \$50,000 must attempt to solicit three or more quotes utilizing the Informal Quote Form.
- c. Purchases over \$50,000 and up to \$99,999 must attempt to solicit five or more quotes utilizing the Informal Quote Form.
- d. Procedures:
 - 1) Must use the Informal Quote Form. When using this method, registered suppliers in the On-Line Strategic Sourcing System shall be solicited.
 - 2) Telephone quotes and website screenshots are not permissible.
 - 3) If a vendor is required to come onto City property to perform their duties, insurance requirements must be included as part of your bid specifications / scope of services.
 - 4) Attach the bid tabulation and any other supporting documentation to the requisition.
- e. Provide the following information to all registered suppliers when soliciting quotes:
 - 1) Deadline for receiving quotes
 - 2) Complete description of item
 - 3) Quantity required
 - 4) Model or Stock # / or approved equal
 - 5) Color
 - 6) Size and/or weight
 - 7) Accessories itemized if any
 - 8) Delivery requirements (after receipt of order)
 - 9) Free-on-Board (FOB) Destination
 - a) Point (location) at which title of the goods changes hands from the supplier to the City.

- 10) Quantity required
 - 11) Model or Stock # / or approved equal
 - 12) Color
 - 13) Size and/or weight
 - 14) Accessories itemized if any
 - 15) Delivery requirements (after receipt of order)
 - 16) Free-on-Board (FOB) Destination
 - a) Point (location) at which title of the goods changes hands from the supplier to the City.
 - 17) Insurance requirements/limits (if for services)
 - 18) Warranty requirements
 - 19) Minimum order requirements
 - 20) Additional charges applicable (i.e., handling, inside delivery, permit fees)
- f. Ensure that the Supplier's Informal Quote Form includes the following:
- 1) Full Supplier Name
 - 2) Mailing address
 - 3) Telephone
 - 4) Email address
 - 5) Name of person quoting
 - 6) Date of quote
- g. When preparing a requisition, at a minimum, it must contain all the information listed:
- 1) Complete description of item required, including model #, color, size, etc., quantity and unit of measure
 - 2) Unit price
 - 3) Supplier information
 - 4) Accounting distribution information
 - 5) Warranty/guarantee
 - 6) Delivery address
 - 7) Freight Charges
 - 8) FOB Point – FOB Destination prepay and add is the preferred method
 - 9) Insurance requirements, if applicable
 - 10) Attach all supporting documentation, including Informal Quote Form sent to all registered suppliers under the appropriate commodity code(s), Informal Quote Forms received from supplier(s), bid tabulation form, etc.
 - 11) Requisitioner will enter the Requisition and submit it into the approval path.

4. Materials and Services - \$100,000 and above

- a. Procurement Services Department shall issue a formal competitive solicitation.
- b. Send a completed requisition through the City's e-procurement system with the estimated dollar amount, to obtain all required approvals and to assure that money is allocated, committed, and encumbered for the purchase.
- c. A competitive solicitation will be prepared upon receipt of the approved requisition. Purchase requisitions will be returned to the department if they are not properly prepared or if they have insufficient funds.
- d. Procurement Services will review the request to assure adherence to required procedures and policies and determine the appropriate method of procurement.

The requestor shall submit the requisition along with any departmental obtained quotes, bids, or proposals via the City's e-procurement system. A standard requisition must go through the approval path that normally includes the requester; supervisor, manager, or director; and Accounts Payable representative prior to any action by Procurement.



- e. **Specifications:** The initial preparation of specifications is the responsibility of the City department, who shall provide Procurement Services with sufficient information for preparing a formal competitive solicitation. Specifications must be definite and permit maximum competition whenever possible. Specifications must provide an adequate description of the product or service required, including any drawings, charts, etc., and may include a range of acceptable sizes, measurements, etc., such as “axle must be between six and eight feet”.
- f. Procurements equal to or exceeding \$100,000.00 almost always require City Commission approval prior to issuance of a PO or contract. When planning procurements, always consider and factor the CAM process into your timeline when anticipating your needs.
- g. Purchase requisitions must be prepared far enough in advance to permit Procurement Services time to accomplish the following:
 - 1) obtain competitive prices (more time for formal competitive solicitations process) or review/evaluate quotes obtained and submitted by the City department
 - 2) Negotiate fair and reasonable prices
 - 3) submit for Commission approval, if necessary
 - 4) allow sufficient time for contract review, routing, and execution
 - 5) allow sufficient time for delivery of goods and/or services to meet the department’s requirements
- i. The purchase shall meet internal deadlines for placing items on the Commission agenda as well as the estimated timelines for various methods of procurement indicated in this Procurement Manual. **Use a purchase requisition for the following:**
 - 1) Items that require budget funds to be encumbered prior to payment
 - 2) Recurring payments for contracted materials and services \$5,000 and over (payments over a period)
 - 3) All non-contracted materials and services \$5,000 and over, excluding the following:
 - a) One-time or one annual payment purchases
 - b) Advertisements in newspapers
 - c) Registrations
 - d) Publications
 - e) Subscriptions
 - f) Utility payment

- g) Payment to other governmental agencies
- h) Program Service Contracts and Performance Agreements (Parks & Recreation)
- i) Grant-fund purchases
- j) Emergency purchases

h. **Procedure:**

Please refer to desktop procedures for instructions.

5. Purchase Orders

- a. A purchase order is a legal contract with a stated vendor for a specific item or service and a specific amount of money.
- b. Deletions, additions, changes, or increases in the amount to be spent on the purchase order must be made via change order, as described herein.
- c. The purchase order authorizes a vendor to deliver the goods or services as specified and obligates the City for that purchase.
- d. A purchase order can only be issued by Procurement Services Division.
- e. Pre-numbered, computer generated purchase orders are issued upon receipt of an authorized requisition, after approval of any required competitive solicitations, and after award by the Commission or delegated authority.
- f. **Distribution:** Purchase orders are distributed and information to the following:
 - 1) the awarded vendor (PO issuance),
 - 2) the requesting department (View of PO information available in the Enterprise Resource Planning System)
- g. When issued in conjunction with a competitive solicitation or contract, purchase orders shall reference the solicitation or contract and all terms and conditions thereof are incorporated by reference.
- h. The purchase order process is as follows:
 - 1) Procurement Services' actions:
 - a) After the competitive solicitation is complete (as necessary), Issue PO to the vendor,
 - b) the department is able to view the the PO information via the City's e-procurement system.

2) City departments' actions:

- a) Upon receipt of ANY goods or services, the department must complete a Receiving Report. Note any variation in quantity or damage.
- b) Correct all issues such as:
 - o The quantity received does not agree with the vendor's packing slip.
 - o The materials delivered do not in conform to the specifications and are not acceptable to the department.
 - o Any item is damaged.
- c) Keep track of partial payments processed and open POs . This will alert department personnel of remaining PO balance amount and encumbered funds.
- d) Departments should indicate on receipt where there is a final payment to close and cancel any remaining funds on the PO.

i. Inverted purchase order

- 1) An inverted purchase order is referred to when a dollar amount is entered in the quantity field and the unit cost of \$1.00 to represent the quantity of 1 is entered into the unit cost field.

For example: Buying consulting services for \$50,000.

Best Practice and Correct Purchase Order Method	Inverted Purchase Order Method
<ul style="list-style-type: none">• Quantity: 1• Unit Price: \$50,000	<ul style="list-style-type: none">• Quantity: 50,000• Unit Price: \$1.00

- 2) Entering the dollar amount in the quantity field and using \$1.00 in unit cost flips the logic, which causes the following issues:
 - a) System integrity- data is no longer accurate and reliable because it is not used as intended.
 - b) Audit trail and compliance risk- auditors or reviewers expect to see consistent use of data fields. Entering amounts in unintended fields may appear as manipulation or an attempt to bypass the system's internal controls, such as 3-way matching. 3-Way Matching is when the **PO** quantity, Unit Price, and Extended Price = **Receipt** Quantity, Unit Price, and Extended Price = **Invoice** Quantity, Unit Price, and Extended Price.
 - c) System functionality, reporting and operational errors- The ERP system

relies on the correct use of quantity and unit cost fields for downstream processes (i.e. invoicing, receiving, contract management, spending reporting). Misuse fields can break automation, validation, or reporting in the ERP System.

- 3) Inverted Purchase Orders are only to be used under limited circumstances and must be approved by the Procurement Services Department.

6. Contracts

- a. When deemed appropriate, the awarded bidder shall execute a written formal contract signed by the proper authority. This document is a binding legal written agreement between the City and the Contractor that obligates both parties to certain terms, conditions, and responsibilities.
- b. When using a contract, Procurement Services will use a standardized contract to the greatest extent possible. Contracts normally incorporate the terms and conditions of the solicitation; the proposers' response to the solicitation; the result of any negotiations; any special conditions, exhibits, etc.

7. Insurance Requirements

- a. Prior to commencement of any work or services on City property, the vendor is required to provide a Certificate of Insurance indicating the limits of insurance for commercial general liability, auto liability, and workers' compensation. Insurance will be in the amounts determined by the Risk Management office, and subject to Florida State Statutes.
- b. It is the requesting department's responsibility to ensure that all vendors produce such Certificates of Insurance prior to the commencement of work.
- c. Insurance certificates must be pre-approved by the Risk Management Division. These shall be attached to the Requisition sent to Procurement, who shall retain a copy on file, and forward the original to the Risk Management office for their review, approval, and file.
- d. Contact the Risk Management office with any questions on insurance requirements.

8. Purchases that Involve Federal Excise Taxes

- a. There are certain purchases that have Federal Excise Taxes associated with them. These purchases include, but are not limited to, fuel, ammunition, guns, and some telecommunication purchases. The City is exempt from paying these taxes. Vendors may submit excise tax forms to Procurement or to the City departments, to comply with the Department of the Treasury Internal Revenue Service guidelines in Publication 510 Excise Taxes.

- b. Any forms sent to the departments must be forwarded to Procurement Services, who will ensure execution by Finance. Procurement Services will scan and forward a copy to the vendor. At the time of award, Procurement Services will forward a copy of the *Excise Taxes Certificate of Use* to all vendors that it has a contract with.
- c. Upon receipt of an invoice by the City departments, any charges for Federal Excise Taxes must not be approved for payment.

9. Insurance Requirements

- a. Prior to commencement of any work or services on City property, the vendor is required to provide a Certificate of Insurance indicating the limits of insurance for commercial general liability, auto liability, and workers' compensation. Insurance will be in the amounts determined by the Risk Management office, and subject to Florida State Statutes.
- b. It is the requesting department's responsibility to ensure that all vendors produce such Certificates of Insurance prior to the commencement of work.
- c. Insurance certificates must be pre-approved by the Risk Management Division. These shall be attached to the Requisition sent to Procurement, who shall retain a copy on file, and forward the original to the Risk Management office for their review, approval, and file.
- d. Contact the Risk Management office with any questions on insurance requirements.

10. Purchases that Involve Federal Excise Taxes

- a. There are certain purchases that have Federal Excise Taxes associated with them. These purchases include, but are not limited to, fuel, ammunition, guns, and some telecommunication purchases. The City is exempt from paying these taxes. Vendors may submit excise tax forms to Procurement or to the City departments, to comply with the Department of the Treasury Internal Revenue Service guidelines in Publication 510 Excise Taxes.
- b. Any forms sent to the departments must be forwarded to Procurement Services, who will ensure execution by Finance. Procurement Services will scan and forward a copy to the vendor. At the time of award, Procurement Services will forward a copy of the *Excise Taxes Certificate of Use* to all vendors that it has a contract with.
- c. Upon receipt of an invoice by the City departments, any charges for Federal Excise Taxes must not be approved for payment.

11. Insurance Requirements

- a. Prior to commencement of any work or services on City property, the vendor is required to provide a Certificate of Insurance indicating the limits of insurance for commercial general liability, auto liability, and workers' compensation. Insurance will be in the amounts determined by the Risk Management office, and subject to Florida State Statutes.
- b. It is the requesting department's responsibility to ensure that all vendors produce such Certificates of Insurance prior to the commencement of work.
- c. Insurance certificates must be pre-approved by the Risk Management Division. These shall be attached to the Requisition sent to Procurement, who shall retain a copy on file, and forward the original to the Risk Management office for their review, approval, and file.
- d. Contact the Risk Management office with any questions on insurance requirements.

12. Purchases that Involve Federal Excise Taxes

- a. There are certain purchases that have Federal Excise Taxes associated with them. These purchases include, but are not limited to, fuel, ammunition, guns, and some telecommunication purchases. The City is exempt from paying these taxes. Vendors may submit excise tax forms to Procurement or to the City departments, to comply with the Department of the Treasury Internal Revenue Service guidelines in Publication 510 Excise Taxes.
- b. Any forms sent to the departments must be forwarded to Procurement Services, who will ensure execution by Finance. Procurement Services will scan and forward a copy to the vendor. At the time of award, Procurement Services will forward a copy of the *Excise Taxes Certificate of Use* to all vendors that it has a contract with.
- c. Upon receipt of an invoice by the City departments, any charges for Federal Excise Taxes must not be approved for payment.

13. Pre-payments and Partial Payments to Vendors

- a. Generally, monies should not be paid to vendors before they have provided goods or services to the City. Payment in advance is to be approved by the CPO or Director of Finance.
- b. Partial payments are allowed in some instances; however, a vendor must have provided goods or services commensurate with the amount allocated in the partial payment request.

14. Term Contracts

- a. Most often a term contract is a formal contract issued for specified items for an established time frame (usually in 1-year intervals), customarily because of a competitive solicitation process. The solicitation document generally includes estimated quantities and shall allow for actual quantities to be either more or less than the stated estimated quantities.
- b. Term contracts should generally not exceed five (5) years, including the initial term and any extensions.
- c. Each item on the term contract should have a firm price or percentage discount, which is established from the solicitation process. The items listed on the term contract may be commonly used by several departments/divisions or may be specific to one department based on estimated usage. When placing orders, the contract number must be referenced, and the order must be for items listed on the contract only, unless the solicitation included a percentage off for "balance of line".
- d. A primary and a secondary supplier, whenever feasible, may be awarded. The secondary supplier shall be utilized when the City department determines in writing that the primary supplier is unwilling or unable to perform, if the contract is terminated prior to the expiration date, or whenever scheduling or other factors will benefit the City.

15. Renewal of Term Contracts

- a. To allow for renewal or extension of term contracts by Procurement Services or the City Manager without further Commission approval, the Commission Agenda Item shall include a statement authorizing the renewal administratively with renewal amount. For example, the Commission Agenda Item should contain similar language in the following manner:

Staff recommends the City Commission approve an Agreement, in substantially the form attached, for the purchase of **[specified nature of purchase]**, for the initial contract term amount of **[\$dollar amount]**; and authorize the City Manager to approve **[insert number of option]**, **[insert number]** - year renewal options in the estimated annual amount of **[\$dollar amount]**, for a potential total contract amount of **[\$dollar amount]**, contingent upon appropriation of funds.

- b. Should the department and the supplier wish to renew the contract, the Chief Procurement Officer may renew the contract for additional periods of time. This may be done via a Contract Amendment Renewal Notice or issuance of a purchase order, stating such.
- c. In the event additional time is required to prepare a solicitation and award prior to expiration, the **Chief Procurement Officer shall have the authority to extend the term contract for the necessary time period, not to exceed 270 days past the expiration date, to ensure continuity of services.**

J. Contracts (ERP System)

1. General

- a. Contracts in the ERP System are used for the following:
 - 1) The purchase of indeterminable miscellaneous items, materials, supplies, parts, etc., over a specific time (usually one fiscal year) on a demand basis. Line-item pricing and quantities are not included.
 - 2) Encumbrance and payment purposes for a contract or contract for services that requires monthly or multiple payments.
 - 3) Encumbrance and payment purposes regarding a solicitation that has been awarded, which require monthly or multiple payments,
- b. Contracts should be used to eliminate many small repetitive orders. Contracts should also be issued for on-going non-professional services contracts, such as **repairs**. Items may be purchased as needed by the City department for the term of the Contract, or until the dollar amount is reached.
- c. A purchase order utilizing a Contract should be issued at the beginning of the service period or fiscal year for the entire amount that is expected to be spent through the current fiscal year, ending **September 30th**. This type of purchase order will not be issued for time periods extending beyond the fiscal year (exception: when expending Grant or Capital funds).
- d. Should additional funds be necessary, a change order request for additional funds should be submitted to Procurement Services.

2. Procedure

- a. **Placing Orders from ERP System Shopping List:** After a Contract is set up in the ERP System, the department shall place orders when needed, directly with the supplier. The department shall be responsible for acknowledging receipt of goods, and thereby approval of payment.
- b. **Monitoring by Procurement:** Procurement Services may monitor all or selected purchases to ensure adherence to procedures. Procurement Services may take appropriate action, as deemed necessary, should the department not strictly adhere to the Procurement Manual.
- c. **Payment:** Partial payments are made as items are purchased against the Contract until the dollar amount encumbered for that Contract is reached. Departments must acknowledge, in a timely manner, the receipt of goods to indicate authority for the Accounts Payable Division to pay invoices. The Accounts Payable Division will process invoices for received materials or services so that any discounts may be obtained. Departments should monitor the status of the BPO for discounts taken and freight

charges applied.

- d. **Monitoring by Departments:** City Department shall monitor its budget to ensure sufficiency of funds when entering a shopping list requisition.

K. Change Orders

1. Purpose

- a. A change order provides a mechanism to amend a purchase order.
- b. A change order usually is issued to revise the quantity, add shipping, or make approved changes in pricing.

2. When Required

- a. Change orders must be timely processed for all changes that increase the dollar value.
- b. Change orders may be processed for decreases in the purchase order amount.

3. Procedure

- a. The Chief Procurement Officer may authorize changes/amendments for capital improvements, construction, and goods and/or services within the overall scope of the project/procurement of up to a cumulative amount of ten percent (10%).
- b. The change order will be printed on a purchase order form and indicates the change order number and specific changes that are authorized.

4. Bond Rider

- a. All increases in change orders must be accompanied with an updated rider provided by the Vendor to the Project Manager.

L. Formal Competitive Solicitations

Q. Methods of Procurement

- a. The Chief Procurement Officer shall determine the appropriate method of procurement for each project or request from a City department under the terms of the City Code of Ordinances, Procurement Ordinance Section 2-181.
- b. The methods of procurement used by the City includes, but is not limited to, the following:
 - 1) Competitive Sealed Bidding Process – Invitation to Bid (ITB)
 - 2) Competitive Sealed Proposals Process – Request for Proposal (RFP)

- 3) Request for Qualifications Process – Request for Qualifications (RFQ)
 - 4) Competitive Negotiations Process – Invitation to Negotiate (ITN)
- c. The City may conduct a pre-qualification process in which the responsibility of potential vendors/contractors is evaluated and may then limit acceptance of bids or proposals to those vendors/contractors deemed qualified in such process.
 - d. The Chief Procurement Officer may issue a competitive solicitation or negotiate for used equipment when deemed to be in the best interest of the City. The mandatory Commission approval amounts shall remain applicable to such procurements.

R. Specifications and Scope of Work

- a. With review and input by Procurement Services, the preparation of specifications and/or Scope of Work is the responsibility of the requesting department. Bid documents for construction or major facility repairs may be prepared by the Public Works Department or their consultant(s).
- b. Procurement Services reserves the right to challenge specifications to allow for open competition.
- c. Specifications shall permit open and unrestricted competition except on non-competitive materials or services. If it truly is a sole source, follow the sole source purchase guidelines herein.
- d. Specifications should define the level of performance required rather than a specific brand name, whenever possible. For the benefit of suppliers and the department, specifications must clearly and concisely define the department's needs.
- e. Descriptions of the items or services required need to be written as to avoid confusion and the possibility of items or services not meeting requirements or expectations.
- f. Departments are encouraged to use the following guidelines when preparing specifications:
 - 1) Write in the 'active voice'. Ex: The axle shall be made of steel. Do NOT write in the 'passive voice'. Ex: Steel is what the axel shall be made of.
 - 2) Should be clear, definite, and concise to provide sufficient detail to provide prospective bidders a basis on which to prepare bids.
 - 3) Whereas specifications should not normally be restricted to a specific brand, a brand name and model number or equal may be referenced to reflect the quality expectations and convey a general style, type, or quality thereof.

- 4) Allow for a range of acceptable sizes/measurements.
 - a) When purchasing items that are widely distributed through multiple vendors – a specific brand and model number may be the appropriate description. Discuss with Procurement when in doubt.
- g. Specifications shall not include delivery location, any special handling required (such as set-up, inside delivery, etc.), if time of delivery is of the essence, etc. These items shall be included in the Special Terms and Conditions.

M. Competitive Sealed Bid Process

1. **Invitation to Bid:** The Invitation to Bid (ITB) shall include the specifications and all contractual terms and conditions applicable to the procurement.
2. **Prior to issuing an ITB:**
 - a. Perform due diligence to determine if there is a State or Co-op contract that can be utilized.
 - b. Verify if there are any competitive contracts available to piggyback. Piggyback if a suitable competitive contract is available.
3. **Public Notice:** Public notice of the ITB shall be published on Procurement Services' website, located within the "Current Solicitations" link, for a reasonable period prior to bid opening. The public notice shall include the following:
 - a. ITB Title;
 - b. Description of the goods/services being procured (when the ITB title does not appropriately identify the intent of the ITB);
 - c. Contact Person;
 - d. The due date, time, and location for delivery, if not submitted electronically;
 - e. Pre-Bid Conference information;
 - f. Location (address/building/room number) of the formal bid opening; if not opened electronically;
 - g. A statement notifying bidders that they may not have contact with any City staff other than the named contact person regarding the ITB;
 - h. Bid security required, if any;
 - i. Any other information as deemed appropriate.
4. **Official Notice to Bidders:** An official notice of the ITB opportunity shall be e-mailed to all suppliers who have signed-up for the commodity code that is assigned to the ITB. This service is a mere courtesy offered by the City. Suppliers have the duty to check the Procurement website periodically to determine whether to compete and submit a response to a posted solicitation.

5. **Pre-Bid Conference:** A pre-bid conference may be held for an ITB to clarify the City's needs, explain the ITB process, ensure the bidders understand what to include with their bid, and answer questions. In attendance shall be
 - a. the Chief Procurement Officer, or designee (usually the Procurement Specialist assigned to the ITB), will chair the meeting,
 - b. **Technical Expert**, a representative of the department, who shall be prepared to answer technical questions,
 - c. staff with special expertise, (example: Information Technology Division staff member when purchasing computer equipment)
 - d. any other staff members as deemed appropriate by the Chief Procurement Officer.
6. Addenda shall be issued by Procurement Services as needed. Written approval by the City department is required unless the addenda do not include any material changes (example: Extension of the due date). Procurement Services shall extend due date of a solicitation at its sole discretion for reasonable period of time when no or limited competition is evident. The addenda will be distributed to all vendors on the bidders list.
7. **Bid Submission:** Bids must be received no later than the time and date and at the location, if applicable, specified in the ITB document. Bids shall NOT be accepted after such time and date or at any other location than specified. Any bids received later, or at any other location than specified, shall not be considered. It shall be the bidders' sole responsibility to ensure that their bid reaches the specified place for receipt of bids at or before the due date/time. Bidders shall be allowed to withdraw their bids at any time prior to bid opening.
8. **Bid Opening:** Bids shall be opened publicly at the time and place (if not electronically opened via a lockbox) specified in the ITB. The name of each bidder, the amount of each bid, and other relevant information shall be announced and tabulated at the time of public opening (if not electronically opened via a lockbox).
9. **Bid Cancellation, Postponement, or Deadline Extension:** The Chief Procurement Officer may, prior to bid opening, elect to cancel an ITB or postpone the date, time, or place of bid submission or opening.
 - a. If there is one or less response to a solicitation, the Procurement Services in an effort to entice or maximize competition will automatically extend the deadline for a reasonable period of time as determined by the Procurement Agent of Record. Procurement Services will perform this action as required by the Procurement Ordinance to foster effective broad-based competition within the free enterprise system.

10. **Corrections, Additions, and Withdrawal of Bids:** The following shall govern the correction of information submitted in a bid when that information is a factor to the responsiveness of the bid:
- a. Errors in the extension of unit prices stated in a bid or in multiplication, division, addition, or subtraction in a bid may be corrected by the Chief Procurement Officer prior to award. In such cases, the unit prices shall not be changed. When bidders quote in words and in figures on items on the bid form, and the words and figures do not agree, the words shall govern, and the figures shall be disregarded. Such error must be readily apparent on the face of the bid form.
 - b. Nothing herein is intended to prohibit the acceptance of a voluntary reduction in price from a low bidder after bid opening, and prior to commencement of work, provided such reduction is not conditioned on, or does not result in, the modification or deletion of any specifications or conditions contained in the Invitation to Bid.
 - c. A bidder who alleges a judgmental error of fact shall not be permitted to withdraw his/her bid after bid opening. If such bidder unilaterally withdraws his/her bid without permission after bid opening, the Chief Procurement Officer may suspend the vendor for up to two years, dating from the date of unilateral withdrawal, and retain any bid security submitted with the bid.
 - d. A bidder who alleges a non-judgmental error of fact may be permitted to withdraw his/her bid only when it is determined by the Chief Procurement Officer that there is reasonable proof that such a mistake was made and, if the bid is the low bid, that the intended bid cannot be determined with reasonable certainty. If a bidder unilaterally withdraws his/her bid without permission after bid opening, the Chief Procurement Officer may suspend the vendor for up to two years, dating from the date of the unilateral withdrawal, and retain any bid security submitted with the bid.

11. **Responsibility**

- a. Should a department have concerns about whether a low bidder can perform the needed service/provide the necessary materials when and as needed, notify Procurement Services, who will schedule a meeting with the low bidder, the department's representative, and the Chief Procurement Officer (or designee) to discuss the City's concerns and the bidders plan for performance.
- b. Should an ITB require that specific information regarding responsibility of bidders be included in all bids submitted (such as a form be completed and submitted), if at the time of bid opening said documentation is not provided, said bidder may be declared non-responsible, and their bid may be rejected.
- c. In determining the responsibility of a bidder:
 - 1) The Chief Procurement Officer may determine that the information submitted concerning the responsibility of the bidder is so administratively inadequate as to warrant a rejection of the bid based on a lack of demonstrated bidder responsibility.

- 2) The Chief Procurement Officer may, after bid opening, request additional information from the bidder concerning his/her ability to perform; and the bidder may voluntarily, after bid opening, provide additional or corrective information concerning his/her responsibility as a bidder. The Chief Procurement Officer shall consider this, and all other information gained prior to the time of award or rejection in making his/her determinations and recommendations concerning bid acceptance and award.
 - 3) A bid shall be considered responsive only if it conforms to the requirements of the ITB document concerning pricing, surety, insurance, specifications of the goods or services requested, and any other matter unequivocally stated in the ITB as a determinant of responsiveness. A lack of conformity on these matters which is non-substantive in nature may be considered a technicality or irregularity which may be waived by the Chief Procurement Officer.
 - 4) Any prospective vendor/contractor must provide information as may be requested by the Chief Procurement Officer concerning the responsibility of such vendor/contractor by the date specified. If such vendor/contractor fails to supply the requested information by the date specified, the City shall base the determination of responsibility upon any available information or may find the prospective vendor/contractor non-responsible.
- d. Factors to be considered in determining if the standard of responsibility has been met include whether, in the City's determination, a prospective vendor/contractor has met the following requirements:
- 1) Sufficient finances, material, equipment, facility, and personnel resources; or the ability to obtain same as necessary to perform and meet all contractual requirements
 - 2) The quality of performance on previous contacts.
 - 3) A satisfactory record of performance on similar projects/contracts
 - 4) The character, integrity, reputation, judgment, knowledge, experience, expertise, and efficiency of the bidder.
 - 5) Qualified legally to contract with the City.
 - 6) The ability, capacity, and skill to perform under the terms of the ITB documents.
 - 7) Whether the bidder can perform the contract or provide the materials or service promptly, or within the time specified, without delay or interference.

- 8) The previous and existing compliance by the bidder with laws and ordinances relating to the contract, or the providing of materials or services.
- 9) The quality, availability, and adaptability of the supplies, equipment, or contractual services to the particular use required.
- 10) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- 11) Acceptable answers to **Reference Checks** or sufficient references provided.
- 12) Procurement Services' review of its Vendor performance forms, if available.

12. **Responsiveness**

- a. Procurement Services shall determine the responsiveness of the bidders. Factors include the following:
 - 1) The number and scope of conditions attached to the bid,
 - 2) completed and included all forms as required by the ITB,
 - 3) supplied all necessary information with their bid, and
 - 4) all forms have been signed by an authorized representative.

13. **Bid Evaluation**

- a. Procurement Services shall provide the bid tabulation and full copies of the bids to the City department for review, and a written recommendation of award.
- b. The Procurement Specialist assigned to the ITB shall review each bid thoroughly and determine if the City department's recommendation is accurate. If not, a meeting with the City department's representative shall be held.

14. **Bid Award**

- a. Award for an ITB shall be made to the best value to the City, in most cases will be lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the ITB, and shall be effective upon issuance of a purchase order, contract, or written notice of award by the Chief Procurement Officer.
- b. The Chief Procurement Officer may reject any bid prior to issuance of a purchase order, contract, or written notice of award.

- c. In the event only one bid is received, the City may award to the sole bidder, rebid, or negotiate with the sole bidder if the price is deemed to be unreasonably high.
- d. The mandatory Commission approval amount for award of ITBs and other competitive solicitations is equal to or great than one hundred thousand (\$100,000.00), unless otherwise stated herein or allowed pursuant to the procurement ordinance.
- e. The City reserves the right to accept or reject any and all bids and/or to make award to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the ITB document and whose award will, in the opinion of the City, be in the best interest of, and most advantageous to, the City.
- f. The City reserves the right to award indefinite quantity order contracts and/or purchase orders.
- g. When bids are recommended for award to other than the low responsible bidder, a statement of the reason for placing the order elsewhere must be approved by the Department Director and submitted to the Chief Procurement Officer for approval. This documentation is made a part of the record when bids are taken by formal method.
- h. When no acceptable bids are received,
 - 1) Revise the specifications and re-bid; or
 - 2) Purchase the goods/services on the open market at the best price and terms available, if approved by the City Manager.

15. Tie Bids

- a. If all bids received are for the same total amount or unit price, quality and service being equal, the contract or purchase shall be awarded in the following order:
 - 1) **Drug Free Workplace:** A firm verifying a drug free work workplace in accordance with Chapter §287.087 Florida Statutes.
 - 2) Best and Final Offer (BAFO): The bidder submitting the lowest best and final offer in response to a competitive sealed “BAFO” process.
 - 3) Local business with the highest-class designation (i.e. Class A, Class B, Class C, or Class D) as defined in the Procurement Ordinance.
 - 4) Disadvantaged Business Enterprise with the highest-class designation (i.e. Class A, Class B, Class C, or Class D) as defined in the Procurement Ordinance.

- 5) As determined by the Chief Procurement Officer.
- 6) Tie bids for printing shall be awarded in accordance with Chapter §283.35 Florida Statutes.

16. Amendments/Changes after Award

- a. The Chief Procurement Officer may authorize changes/amendments for capital improvements, construction, and goods and/or services within the overall scope of the project/procurement of up to a cumulative amount of ten percent (10%).
- b. The Chief Procurement Officer may add requirements of city departments not initially included to existing contracts, providing the cumulative contract total remains within the authorized procurement thresholds.
- c. If the amendment/change order exceeds the maximum amounts herein, the amount of the amendment/change order must be approved by the City Commission.
 - i. All increases in change orders must be accompanied with an updated rider provided by the Vendor.
- d. If the change is outside the scope of the original project/procurement as determined by the Chief Procurement Officer, a new ITB must be issued unless bidding would cause a significant delay or other adverse impact on the project, wherein a new contract with the existing contractor may be negotiated, provided said contractor is qualified and available or is capable of securing the services of a qualified subcontractor to perform on the new project as long as it is consistent with the intent of the original scope.
- e. Extensions of time frames for completion of contracts may be authorized by the Chief Procurement Officer.

17. Project Completion

- a. Upon completion and close-out of each project/contract, the project manager or

contract administrator shall prepare an exit evaluation rating their level of service, indicating if they are recommended for future awards.

- 1) A copy shall be provided to Procurement Services for inclusion in the ITB and vendor files.
- 2) A copy shall be provided to the contractor, with instructions to include with future submittals and/or bids for the City for the criteria (such as) “past experience with the City”.

N. Competitive Sealed Proposal Process

1. Determination of Method of Procurement

- a. When it is determined by the Chief Procurement Officer that the use of competitive sealed bidding is neither practical, nor advantageous to the City due to the technical or specialized nature of the goods and/or services sought, or best value procurement will result in selection of the best qualified vendor/contractor at a reasonable price, the City may utilize the competitive sealed proposal process.
- b. A **Request for Proposals** (RFP) is the solicitation document that is used when there are evaluation factors in addition to price that are required to make an award. These factors may include a proposer’s method or approach, proposer’s experience, their facilities or capabilities, the quality of their product compared to others in the market, implementation procedures, experience of the project manager, experience of the project team, past performance, location, volume of work, willingness to meet time and budget, etc.
- c. An RFP may be used for various nonprofessional, professional, technical, and consultant services which are not subject to the Consultants’ Competitive Negotiation Act (CCNA). See *P. Architectural and Engineering Professional Services Solicitations for Request for Qualifications, for Architectural and Engineering (A/E) Professional Services Solicitations (CCNA)*. RFPs may also be used for technical or major equipment purchases and may or may not include pricing as a criterion.

2. RFP Process

- a. The department submits a scope of work or specifications and general requirements to Procurement Services. Contact Procurement early in the process for:
 - 1) RFP preparation suggestions,
 - 2) providing sample copies of similar RFP’s for consideration,

- 3) reviewing the scope of work,
 - 4) establishing dates / timeframes, or
 - 5) any other assistance.
- b. The complete RFP document is prepared, which includes the General Conditions, Special Conditions, RFP Schedule, Scope of Services/Technical Specifications, the vendors' submittal instructions/requirements of the proposal, and the evaluation & award criteria (weights are assigned to each evaluation criteria by its relative importance, with the total weight equaling 100 percent [100%]).
- c. Evaluation factors may include, but may not be limited to any or all of the following criteria:
- 1) the ability of proposed personnel
 - 2) ability of the proposed primary firm
 - 3) ability of subcontractors
 - 4) ability of the project manager
 - 5) technological expertise
 - 6) past performance of the primary firm
 - 7) similar projects completed satisfactorily
 - 8) willingness and ability to meet time and budget requirements
 - 9) price which will be evaluated independently by procurement staff
 - 10) location
- d. The RFP shall state the weight of each criterion including price where applicable.
- e. The RFP process may include any or all the following phases:
- 1) Pre-submittal conference
 - 2) Individual presentations and discussions
 - 3) Demonstrations (example: technology products or services)
 - 4) Reference checks
 - 5) Off-site visits (example: technology products or services)
- a. **Pre-Proposal Conference:** A pre-proposal conference may be held for an RFP to clarify the City's needs, explain the RFP process, ensure that the proposers understand what information must be submitted, and answer questions. In

attendance shall be

- 1) the Chief Procurement Officer, or designee (usually the Procurement Specialist assigned to the RFP), will chair the meeting,
 - 2) **Technical Expert:** a representative of the department, who shall be prepared to answer technical questions,
 - 3) staff with special expertise (example: Information Technology Division staff member when purchasing computer equipment), and
 - 4) any other staff members as deemed appropriate by the Chief Procurement Officer.
- b. The RFP document is released to the vendor community with proposals due back normally between 3-5 weeks from the release date:
- 1) **Notice:** Public notice of the RFP shall be published on the City's website for a reasonable period prior to proposal opening. The public notice shall state the place (if not electronically received), date, and time of proposal opening.
 - 2) **Submission:** Proposals must be received no later than the specified time, date, and at the location (if not electronically received) specified for submission in the RFP document. No proposal shall be accepted after such time or at any other location than specified; any proposal received later or at any other location than specified shall be returned unopened.
 - 3) **Proposal Cancellation, Postponement, or Deadline Extension:** The Chief Procurement Officer may, prior to proposal opening (if not electronically received), elect to cancel an RFP or postpone the date, time, or place of opening proposals.
 - i. If there is one or less response to a solicitation, the Procurement Services in an effort to entice or maximize competition will automatically extend the deadline for a reasonable period of time as determined by the Procurement Agent of Record. Procurement Services will perform this action as required by the Procurement Ordinance to foster effective broad-based competition within the free enterprise system.
 - 4) **Submittal Public Acknowledgement:** Proposals shall be publicly acknowledged at the time and place specified in the RFP document. The name of each proposer shall be announced and recorded in writing.

3. Evaluation Team Responsibilities

- a. An evaluation team (E-Team) shall be approved by the Chief Procurement Officer or designee to evaluate and score each proposal and determine a short-list of qualified firms.
- b. The E-Team may be appointed prior to advertisement of the RFP so that the E-Team members can review and comment on the RFP document.
- c. A member of the Procurement staff will serve as the non-voting chairperson.
- d. E-Team members are responsible for reviewing the Evaluation Procedures.
- e. Procurement staff shall provide each member of the E-Team a complete copy of each proposal, a copy of the RFP document including all addenda, and score sheets.
- f. After receipt of the proposals, each member of the E-Team must complete a Conflict of Interest form. Should a member acknowledge that he/she has a conflict of interest, he/she shall be removed from the E-Team. A replacement may be made by the Chief Procurement Officer.
- g. Procurement staff will arrange for a date, time, and place for the E-Team's first meeting.
- h. The E-Team shall comprise of a minimum of three (3) voting members unless the procurement/projects are valued equal to or greater than \$3 million dollars and under said circumstances the E-Team shall consist of at least five (5) voting member.
- i. The E-Team is most often comprised of City staff, but other knowledgeable people may be used that are approved in advance.
- j. There may be occasions where a City department requests that various members from their department participate in the evaluation. These staff members can add valuable insight to the selection as a resource (such as reviewing the draft RFP document and suggesting vendors for the Proposers List). They can participate in an advisory capacity and be non-voting members of the E-Team.
- k. A supervisor and an employee under that supervisor shall not serve on the same team as voting members.
- l. There are certain occasions and circumstances that members of the E-Team will be comprised of members that are not a part of City staff as determined by the Chief Procurement Officer. A primary objective in selecting the E-Team is to select members who are knowledgeable in the subject matter of the solicitation. Other

criteria may be individuals that have a vested interest in the contract; someone that will be affected by the outcome of the selection. Members must be able to render an objective recommendation as to which proposal is most advantageous to the City. An ideal makeup may be one from the City department, one qualified member from another department that is knowledgeable in the field, one from outside of the City staff (maybe from another entity or a citizen that is knowledgeable in the field, who is not a proposer).

- m. Each voting member of the E-Team should review the proposals independently, and score, before the first meeting. The preliminary scoring matrix should be filled out prior to the first E-Team meeting. The E-Team shall review and evaluate proposal received solely in accordance with the criteria set forth in the RFP document.
- n. All meetings of the E-Team and all correspondence (including electronic mail) concerning the evaluation are considered to be conducted in the 'sunshine', and subject to Chapters §119 and §286 Florida Statutes. Therefore, no discussion or correspondence may take place between E-Team members or with any potential proposer, outside of a noted public posting and notification of the meeting, and direct discussion between E-Team members and proposers is NOT permitted. Any questions or requests for clarification must be addressed to the Chairperson of the E- Team.
- o. The E-Team then meets to discuss the proposals and attempt to obtain consensus on the scoring for each criterion in each proposal.
- p. As may be provided in the RFP document, discussions may be conducted by the E-Team, as publicly noticed, with responsible offerors who submit proposals for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements.
- q. Proposals shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers, or subsequent negotiations. In conducting discussions or negotiations, there shall be no exchange of information regarding the content or feasibility of the proposals by competing offerors.

4. Evaluation of Proposals

- a. Proposals may only be evaluated by using the weighted criteria listed in the RFP document. No other criteria may be used.
- b. The criteria of "previous work for the City": Should the City have completed exit evaluations or have performance evaluations for any of the proposers, they shall be utilized in the evaluation of the proposal(s).

- c. The initial evaluation must be based solely upon the proposal submitted; no other or additional information may be used.
- d. Scoring and rating details will be identified and included in the RFP for each evaluation criteria so that proposers know how heavily each criterion is weighed.
- e. Where price/cost is one of the evaluation criteria in the RFP document, the Procurement staff will provide the scores for price/cost to the E-Team based on a standard mathematical formula.
- f. The E-Team should begin with a general discussion of their task, and a review of the proposals received.
- g. The E-Team Chairperson may assign an E-Team member to request and tabulate written references and make a report to the E-Team.
- h. The competitive range is defined as
 - 1) that group of the most highly rated submittals considered to have a reasonable chance of being selected for award and who are therefore chosen for additional discussions and negotiations,
 - 2) that group of the most highly rated submittals equal to or less than the stipulated maximum number in the RFP document.
- i. Evaluations may be done by consensus scoring. After discussion, members will review their scoring matrixes and the Procurement staff person shall complete a tabulation. Based on these scores, the proposals shall then be ranked. From this ranking, the finalists, normally the top two to four may be chosen for oral presentations, depending on the competitive range of proposals.
- j. The E-Team may decide to have oral presentations, site visits, or on-site demonstrations as needed. After all oral presentations, site visits, and on-site demonstrations, scoring and ranking may again be completed to determine the top ranked proposer, if applicable.
- k. A recommendation for award shall be prepared by the E-Team Chairman and placed on the City Commission's Agenda for approval if required.
- l. Notice of the intent to award shall be posted on the City's website.
- m. Evaluation of proposals may be made in a multi-step selection process, including written responses and oral discussions as set forth in the RFP document.
- n. All records of the E-Team meetings, including recordings, notes, score sheets, and matrices become public records in accordance with Chapter §119 Florida Statutes. It is the responsibility of the E-Team chair to make sure that all records are placed in the RFP file. All records are available for review by any or all proposers or interested parties.

- o. It is important to enter comments on the scoring sheets, particularly when giving a high or low score, to support the rationale for the score if it is required later.

5. Tie Proposals

- a. If two or more proposals evaluated by the Evaluation Committee receives the same overall score the tiebreaker shall be in the following order:
 - 1) **Drug Free Workplace:** A firm verifying a drug free work workplace in accordance with Chapter §287.087 Florida Statutes.
 - 2) **Highest total number of “1” ranking:** The proposer with the highest total number of 1st place rankings given by the members of the Evaluation Committee on all weighted criteria. For example, 3 weighted criteria and 5 Evaluation Committee Members. A total of 15 rankings. The firm receiving the total number of eight (8) 1st place rankings will be considered the highest ranked firm.
 - 3) **Double weighting the most important weighted criterion:** The Procurement Agent shall automatically double weight the most important weighted criterion. *The most important weighted criterion is defined as the weighted criterion with the highest percentage or number of points assigned to it as published by the solicitation (i.e. RFP, RFQ).* If there more than one of the most important weighted criterions exist, then the Evaluation Committee members by majority vote will determine, which of the weighted criterion with the same highest percentage or number of points shall be considered for tie breaker purposes. For example, a solicitation contains the following weighted criteria: Firms Qualifications and Experience (25%), Methodology and Approach (45%), and Pricing (30%). A tie occurs. The Procurement Agent will double weight the most important weighted criterion, Methodology and Approach (45% x 2). In the case of a solicitation containing two or more most important weighted criterions containing the same highest percentage or number of points (i.e., Qualifications and Experience (35%), Methodology and Approach (35%), and Pricing (30%)), the Evaluation Committee will determine by majority vote if Qualifications and Experience or Methodology Approach will be double weighted.
 - 4) **Highest total number of “1” ranking for the most important weighted criterion:** The proposer with the highest total number of 1st place rankings given by the members of the Evaluation Committee on the *“most important weighted criterion”*. Using the example and scenarios in the 3rd tiebreaker above, if a tie still exists, then the firm receiving the highest total number

of 1st place rankings for Methodology and Approach or for the criterion as decided by the Evaluation Committee.

5) As determined by the Chief Procurement Officer.

6. Optional Negotiations

- a. Upon completion of the evaluations, the E-Team shall be disbanded and the Chief Procurement Officer may appoint a Negotiation Team (N-Team), which may include any or all of the members of the E-Team, technical advisors, experienced negotiators, or subject matter experts. A Team Leader for the N-Team from procurement will also be designated by the Chief Procurement Officer.
- b. The Team Leader shall schedule a strategy meeting with the N-Team prior to the initiation of negotiations with any firm. They shall discuss
 - 1) The role of each N-Team member
 - a) Role of the Lead Negotiator:
 - (1) Sets parameters
 - (2) Establishes procedures
 - (3) Plans strategies and tactics
 - (4) Obtains buy-in from N-Team members
 - 2) Only the Team Leader speaks on behalf of the City unless he/she asks an N- Team Member for information or an opinion.
 - 3) The N-Team must truly work as a team, with no dissenting opinions in front of the other party (unless planned) to demonstrate a united front and a game plan.
 - 4) General Concerns
 - a) How formal must the meeting be?
 - b) How long will it take?
 - c) What implementation steps will be needed?
 - 5) Define goals and objectives
 - a) What are we willing to give up getting what we need?
 - b) What are the time and economic requirements?
 - 6) Clarify the issues
 - a) How will we present it to the other party?
 - b) What are the issues as seen by the other party?
 - c) How will they support their position?
 - d) What appears to be the significant differences in the way the parties

view the issues?

- 7) Gather information
 - a) Who will we be negotiating with?
 - b) What do we know about them?
 - c) How do they approach a negotiation?
 - d) What are their ego needs?
 - e) When and where will the negotiations take place?
 - f) What advantage or disadvantage do the alternatives have?
 - g) What power do we have that can be used constructively in this negotiation?
 - 8) Set the climate
 - a) How can we best establish rapport with the other party?
 - b) How can we establish a win/win climate?
 - 9) Prepare for conflict
 - a) What will be the major points of conflict?
 - b) How will we determine what the other party needs as compared to what they want?
 - c) How will we attempt to resolve conflict?
 - d) How will we respond to the other party's attempts to resolve conflict?
 - e) What concessions are we prepared and willing to make? Under what conditions?
 - f) What do we expect in return for concessions?
- c. The N-Team may proceed to hold oral discussions and negotiations with top ranked firm as indicated in the RFP document. All such sessions shall be closed to the public and other firms in accordance with Chapter §286.0113 Florida Statutes, but shall be recorded, and the recording secured in Procurement Services.
 - d. If a mutual negotiation is not able to be met between the top ranked firm and the City, the City will terminate negotiations with the top ranked firm and may proceed to negotiate with the next rank firm.
 - e. The process of moving to the next ranked is at the discretion of the Chief Procurement Officer who may decide that it is in the best interest of the City to cease all negotiations and readdress the procurement strategy.
 - f. The discussions and negotiations should be used to maximize the City's ability to obtain Best Value, based on the evaluation factors set forth in the RFP, subsequent discussions, and negotiations, and Best and Final Offer (BAFO).

- g. Negotiation of price and other factors may be initiated during any meeting; however, submittals from other short-listed firms and detailed pricing information from competitors' submittals should not be divulged unless such pricing has been previously made public in the RFP process, or the firm has given the City permission to discuss its pricing with other firms. However, the N-Team Leader may inform firms that their price is considered by the City to be too high, or too low, and may reveal the City's budget or the results of an analysis supporting that conclusion.
- h. The N-Team may discuss with each firm its pricing, ambiguities, perceived deficiencies, significant weaknesses, and adverse past performance information to which the firm has not yet had an opportunity to respond.
- i. The number of discussion meetings and negotiation sessions shall be at the discretion of the Team Leader. Prior to submittal of Best and Final Offers (BAFO), the City may conduct final discussions and negotiations
- j. Revisions may be permitted after receipt of submittals and prior to award of a contract for the purpose of obtaining BAFOs.
- k. If, after discussions have begun, a firm originally in the competitive range is no longer considered to be among the most highly rated firms being considered for award, that firm may be eliminated whether or not all material aspects of the submittal have been discussed, or whether or not the firm has been afforded an opportunity to submit a revision.
- l. A Best and Final Offer (BAFO) may be requested from the firms remaining in consideration. The Chief Procurement Officer shall designate a common cut-off date for receipt of the BAFO. The BAFO may allow submittal revisions to clarify and document understandings reached during negotiations. At the discretion of the Chief Procurement Officer, the E-Team and/or the N-Team shall meet to discuss each BAFO, and recommend award to the firm as determined by total scoring, consensus, or majority of the N-Team to be the Best Value to the City.
- m. Best Value is defined as a procurement method that emphasizes value as much as, or more than, price. Best Value may be based on, but not be limited to, the following:
 - 1) the RFP evaluation criteria
 - 2) subsequent discussions, presentations, and demonstrations
 - 3) negotiations
 - 4) contract terms and conditions
 - 5) project completion time
 - 6) technical solutions

- 7) pricing
- n. The basis for the award recommendation should be clearly documented and based on Best Value, not necessarily lowest price.
- o. The City shall reserve the right to request more than one BAFO.

7. Project Completion

- a. Upon completion and close-out of each project/contract, the project manager or contract administrator shall prepare an exit evaluation rating their level of service and indicating whether they are recommended for future awards.
 - i. A copy shall be provided to Procurement Services for inclusion in the RFP and vendor files.
 - ii. A copy shall be provided to the contractor, with instructions to include with future submittals and/or bids for the City for criteria such as “past experience with the City”.

O. Request for Qualifications (RFQ) Solicitations

- a. A **Request for Qualifications** (RFQ) is a qualification-based solicitation document that is used when there are non-price evaluation factors that are required to make an award. These factors may include a proposer’s method or approach, proposer’s experience, their facilities or capabilities, the quality of their product compared to others in the market, implementation procedures, experience of the project manager, experience of the project team, past performance, location, volume of work, qualifications to meet time and budget, etc.
- b. An RFQ may be used for various nonprofessional, professional, technical and consultant services.

1. RFQ Process

- a. The department submits a scope of work or specifications and general requirements to Procurement Services. Contact Procurement early in the process for:
 - i. RFQ preparation suggestions,
 - ii. providing sample copies of similar RFQ’s for consideration,
 - iii. reviewing the scope of work,
 - iv. establishing dates / timeframes, or

- v. any other assistance.
- b. The complete RFQ document is prepared, which includes the General Terms and Conditions, RFQ Schedule, Scope of Services/Technical Specifications, the vendors' submittal instructions/requirements of the proposal, and the evaluation & award criteria (weights are assigned to each evaluation criterion by its relative importance, with the total weight equaling 100 percent). Pricing cannot be a criterion in the solicitation documents. Pricing is to be negotiated with the top ranked proposer(s).
- c. Evaluation factors may include, but may not be limited to any or all the following criteria:
- i. the ability of proposed personnel
 - ii. ability of the proposed primary firm
 - iii. ability of subcontractors
 - iv. ability of the project manager
 - v. technological expertise
 - vi. past performance of the primary firm
 - vii. similar projects completed satisfactorily
 - viii. willingness and ability to meet time and budget requirements
- d. The RFQ shall state the weight of each criterion.
- e. The RFQ process may include any or all the following phases:
- i. Pre-proposal conference
 - ii. Reference checks
 - iii. Individual presentations and discussions
 - iv. Demonstrations (example: technology products or services)
 - v. Off-site visits (example: technology products or services)
- f. **Pre-Proposal Conference:** A pre-proposal conference may be held for an RFQ to clarify the City's needs, explain the RFQ process, ensure that the proposers understand what information must be submitted, and answer questions. In attendance shall be
- i. The Assistant Director-Procurement or designee (usually the Procurement Specialist assigned to the RFQ), will chair the meeting,
 - ii. **Technical Expert:** a representative of the department, who shall be prepared to answer technical questions,

- iii. staff with special expertise (example: Information Technology Division staff member when purchasing computer equipment), and
 - iv. any other staff members as deemed appropriate by the Assistant Director-Procurement and Contracts.
- g. **The RFQ document:** Document is released to the vendor community with proposals due back normally between 3-5 weeks from the release date:
 - 1. **Notice:** Public notice of the RFQ shall be published on the City’s electronic bidding portal/on-line strategic sourcing system for a reasonable period prior to proposal opening. The public notice shall state the place, date, and time of proposal opening.
 - 2. **Submission:** Proposals must be received no later than the specified time, date, and at the location specified for submission in the RFQ document. No proposal shall be accepted after such time or at any other location than specified; any proposal received later or at any other location than specified shall be returned unopened.
 - 3. **Proposal Cancellation, Postponement, or Deadline Extension:** The Chief Procurement Officer may, prior to proposal opening, elect to cancel an RFQ or postpone the date, time, or place of opening proposals.
 - i. If there is one or less response to a solicitation, the Procurement Services in an effort to entice or maximize competition will automatically extend the deadline for a reasonable period of time as determined by the Procurement Agent of Record. Procurement Services will perform this action as required by the Procurement Ordinance to foster effective broad-based competition within the free enterprise system.
 - 4. **Submittal Public Acknowledgement:** Proposals shall be publicly acknowledged at the time and place specified in the RFQ document. The name of each proposer shall be announced and recorded in writing.
- h. **Evaluation Team Responsibilities**
 - i. An evaluation team (E-Team) shall be approved by the Assistant Director-Procurement and Contracts (or designee) to evaluate and score each proposal and determine a short-list of qualified firms.
 - ii. The E-Team may be appointed prior to advertisement of the RFQ so that the E-Team members can review and comment on the RFQ document.
 - iii. A member of the Procurement staff will serve as the non-voting chairperson.

- iv. E-Team members are responsible for reviewing the Evaluation Procedures.
- v. Procurement staff shall provide each member of the E-Team a complete copy of each proposal, a copy of the RFQ document including all addenda, and score sheets.
- vi. After receipt of the proposals, each member of the E-Team must complete a **Conflict of Interest** form. Should a member acknowledge that he/she has a conflict of interest, he/she shall be removed from the E-Team. A replacement may be made by the Assistant Director- Procurement and Contracts.
- vii. Procurement staff will arrange for a date, time, and place for the E-Team's first meeting.
- viii. The E-Team shall comprise of a minimum of three (3) voting members unless the procurement/projects are valued equal to or greater than \$3 million dollars and under said circumstances the E-Team shall consist of at least five (5) voting member.
- ix. The E-Team is most often comprised of City staff; however, other knowledgeable people may be utilized that are approved in advance.
- x. There may be occasions where a City department requests that various members from their department participate in the evaluation. These staff members can add valuable insight to the selection as a resource (such as reviewing the draft RFQ document and suggesting vendors for the Proposers List). They can participate in an advisory capacity and be non-voting members of the E-Team.
- xi. A supervisor and an employee under that supervisor shall not serve on the same E-team as voting members.
- xii. There are certain occasions and circumstances that members of the E-Team will be comprised of members that are not a part of City staff as determined by the Assistant Director- Procurement and Contracts. A primary objective in selecting the E-Team is to select members who are knowledgeable in the subject matter of the solicitation. Other criteria may be individuals that have a vested interest in the contract and or someone that will be affected by the outcome of the selection. Members must be able to render an objective recommendation as to which proposal is most advantageous to the City. An ideal makeup may be one from the City department, one qualified member from another department that is knowledgeable in the field and one from outside of the City staff (may be from another entity or a citizen that is knowledgeable in the field, who is not a proposer).
- xiii. Each voting member of the E-Team should review the proposals independently, and score, **before** the first meeting. The preliminary scoring matrix should be filled out **prior** to the first E-Team meeting. The E-Team shall review and evaluate proposals received solely in accordance with the criteria set forth in the RFQ document.

- xiv. All meetings of the E-Team and all correspondence (including electronic mail) concerning the evaluation are considered to be conducted in the 'sunshine', and subject to Chapters §[119](#) and §[286](#) Florida Statutes. Therefore, no discussion or correspondence may take place between E-Team members or with any potential proposer, outside of a noted public posting and notification of the meeting. Direct discussion between E-Team members and proposers is NOT permitted. Any questions or requests for clarification must be addressed to the Chairperson of the E-Team.
- xv. The E-Team then meets to discuss the proposals and obtains committee members scores for each criterion for each proposal.
- xvi. As may be provided in the RFQ document, discussions / presentations may be conducted by the E- Team, as publicly noticed, with shortlisted responsible offerors who submitted proposals for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements.
- xvii. Proposals shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers (BAFO), or subsequent negotiations. In conducting discussions and or negotiations, there shall be no exchange of information regarding the content or feasibility of the proposals by competing offerors.

i. Evaluation of Proposals

- i. Proposals may only be evaluated by using the weighted criteria listed in the RFQ document. No other criteria may be used.
- ii. The initial evaluation must be based solely upon the proposal submitted; no other or additional information may be used.
- iii. Scoring and rating details will be identified and included in the RFQ for each evaluation criteria so that proposers know how heavily each criterion is weighed.
- iv. Price/cost cannot be one of the evaluation criteria in the RFQ document. Price is negotiated with the top ranked firm(s) recommended by the E-Team for award consideration.
- v. The E-Team should begin with a general discussion of their task, and a review of the proposals received.
- vi. The E-Team Chairperson may assign an E-Team member to request and tabulate written references and make a report to the E-Team.
- vii. Evaluations may be done by consensus scoring. After discussion, members will review their scoring matrixes and the Procurement staff person shall

complete a tabulation. Based on these scores, the proposals shall then be ranked. From this ranking, the finalists, normally the top two to four may be chosen for oral presentations, depending on the competitive range of proposals.

viii. The E-Team may decide to have oral presentations, site visits, or on-site demonstrations as needed. After all oral presentations, site visits, and on-site demonstrations, scoring and ranking may again be completed to determine the top ranked proposer, if applicable.

j. Negotiations

- i. A recommendation to commence negotiations with the top ranked firm(s) will be agreed upon by the E-Team.
 - ii. Negotiations will be held between the Chief Procurement Officer or their designee (normally the Procurement Specialist assigned to the project) and the consultant(s). Procurement may solicit assistance from the requesting department representative or technical expert as necessary. Negotiations may start with a request for the firm to submit their proposed rates. Negotiation methods may include requesting a review of the firms direct expense rates including any audited information; comparison of their proposed rates with current market rates, etc.
 - iii. Should Procurement be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. Procurement shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, Procurement must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm, and so on, until an acceptable agreement is reached.
 - iv. After successful negotiations, a recommendation for award may be submitted to the City Commission (if it is over the required threshold).
- k. Notice of the intent to award shall be posted on the City's website.
- l. All records of the E-Team meetings, including, score sheets, and matrices become public records in accordance with Chapter §119 Florida Statutes. It is the responsibility of the E-Team chair to make sure that all records are placed in the RFP file. All records are available for review by any or all proposers or interested parties.
- m. It is important to enter comments on the scoring sheets, particularly when giving a high or low score, to support the rationale for the score if it is required later.

P. Architectural and Engineering Professional Services Solicitations

1. Solicitation Document

- a. A Request for Qualifications (RFQ) shall be used as the solicitation document.

2. General

- a. The solicitation process for the acquisition of professional architectural, engineering, landscape architectural, surveying, and mapping services shall be in accordance with Chapter §287.055, Florida Statutes, the Consultant's Competitive Negotiations Act (CCNA).
- b. This type of solicitation is qualification based like the Request for Proposal (RFP) process previously delineated in this Manual, except for these very specific differences.

3. Solicitation Document

- a. A Request for Qualifications (RFQ) shall be used as the solicitation document.

4. General

- a. The solicitation process for the acquisition of professional architectural, engineering, landscape architectural, surveying, and mapping services shall be in accordance with Chapter §287.055, Florida Statutes, the Consultant's Competitive Negotiations Act (CCNA).
- b. This type of solicitation is qualification based like the Request for Proposal (RFP) process previously delineated in this Manual, except for these very specific differences.

5. Procedures

- a. The City must publicly announce, in a uniform and consistent manner, each occasion when professional services must be procured for a project, the basic construction costs of which is estimated by the agency to exceed the threshold amount provided in Chapter §287.017 Florida Statutes, for CATEGORY FIVE (currently \$325,000.00) or for a planning, design, or study activity when the fee for professional services exceeds the threshold of Chapter §287.017, Florida Statutes, for CATEGORY TWO (currently \$35,000.00), except in cases of valid public emergencies certified by the City Manager.

- b. Priced proposals may **not** be requested, accepted, or considered as part of the initial solicitation and may only be negotiated with the highest ranked firm in accordance with subsection §287.055(4)(b) and §287.055(5) Florida Statutes.
- c. If the City and the highest ranked firm as referenced above, are unable to negotiate a satisfactory contract at a price that the City determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. Negotiations with the next highest ranked firm, in turn, shall then commence until a satisfactory agreement is reached.
- d. The highest ranked proposer or proposers shall be recommended to the City Commission for award.
- e. Upon completion of successful contract negotiations with the recommended firm(s) of \$100,000.00 or more, the consultant contract agreement shall be prepared and executed by the recommended consultant firm(s) and request for approval submitted to the City Commission. The Authorized City Representative shall then execute the contract document.

6. Continuing Contracts

- a. **Master Contract:** Upon award of a continuing contract(s), a Master Contract shall be executed with each firm. Said contract shall allow for Task Orders to be issued, in accordance with the terms and conditions of the Master Contract. The Master Contract may have an expiration date, but, in accordance with Chapter §287.055, Florida Statutes, it may have no time limitation except that the contract must provide a termination clause.
- b. Master Contracts provide for professional services for project in which construction cost do not exceed \$4 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.
- c. Chapter §287.055, Florida Statutes requires that these firms shall not be required to bid against one another during assignment of project Task Orders.
- d. Assignment of Task Orders, when two or more firms are awarded a continuing contract, shall be on a rotational basis considering the firm's specialty experience, existing workload, willingness to meet project budget and schedule, proximity to project site or office, past performance, value of previous and current projects, or other documented factors serving the best interest of the City.

- e. Master contracts must contain an hourly rate for each anticipated labor category plus a list of allowable reimbursable expenses to be at cost with no mark-up.
- f. When a project is assigned, the consultant must submit a proposal to the City for the specified work. A lump sum Task Order is then negotiated utilizing the labor hour rates specified in the contract agreement and anticipated reimbursable expenses.
- g. Task Orders may be authorized via purchase order up to and including the maximum contract award value approved by the Chief Procurement Officer.
- h. New task orders may be negotiated, approved, and signed up to and including the expiration date of the Master Contract.
- i. Procurement Services shall maintain a listing of current continuing contract agreements for specified technical disciplines that may be found in Procurement Services' online contract list or in Laudershare.

7. Project Completion

- a. Upon completion and close-out of each project/contract, the project manager, or contract administrator, shall prepare an exit evaluation rating their level of service and indicating whether they are recommended for future awards.
 - 1) A copy shall be provided to Procurement Services for inclusion in the RFQ and vendor files.
 - 2) A copy shall be provided to the contractor, with instructions to include with future submittals and/or bids for the City for the criteria (such as) "past experience with the City".

Q. Competitive Negotiations Process

- 1. **Solicitation Process:** When the Chief Procurement Officer determines that negotiation may be necessary for the City to obtain the Best Value, the Competitive Negotiations process may be used.
- 2. The ITN is used when the City is not capable of accurately and completely defining the scope of services for a project because of rapidly changing technology or because the goods and/or services may be provided acceptably in several different ways. Thus, the scope of services, approaches, terms, price, method of delivery, and the conditions of

performance of the project may be open to consideration and negotiations, including simultaneous negotiations with the most qualified firm or firms. The goal of an ITN is to obtain proposals from interested and qualified firms so that the City may enter concurrent negotiations with the firms determined most capable of providing the required supplies and services.

3. The ITN document will supply the firms with information necessary to understand the need; however, the terms, scope of work, price, method of delivery, conditions of performance, and approaches of the project may be open to consideration.
4. ITNs may **not** be used for procuring professional services addressed by the CCNA, per Chapter §287.055 Florida Statutes.
5. Any of the following conditions may be considered, but not necessarily limited to these specific conditions, in the determination to utilize the ITN process:
 - a. The simultaneous use of competitive negotiations with resulting trade-offs may achieve the goal of Best Value within the City's budget.
 - b. Price is an important factor but not significant enough by itself to justify award to a low bidder. Best value consideration to the City must be applied.
 - c. Limited availability of competition.
 - d. Non-standard products or services are required.
 - e. Multiple options for achieving the desired results likely exist.
 - f. A contract of high complexity may be required.
 - g. Requirements for needed products or services cannot be specified with certainty.
 - h. There is an emphasis on new technology with innovative solutions and a range of options are available.
 - i. Flexibility in determining the Best Value for the City is paramount.
 - j. Items or services are mission critical to the City's operation.
 - k. A process of re-engineering may be required.
 - l. The marketplace is experiencing constant change and updated solutions are available.

- m. Professional and technical expertise and qualifications of firms and their proposed offerings are critical to the success of the project or provision of services.
6. The ITN will follow the same process as the Request for Proposal (RFP) process with the following additions, exceptions, and changes:
- a. **Scope of Services:** The ITN document will contain a general scope of work. If the City is not capable of accurately and completely defining the scope of services for a project (i.e., because of rapidly changing technology), or if the commodities and/or services may be provided acceptably in several different ways, or if during the ITN process, the City identifies additions/changes/deletions to the scope of work, the scope may be negotiated.
 - b. **Sample Contract:** The ITN document may set forth a standard contract for the engagement with the caveat that the specific provisions of the contract may be negotiable.
 - c. **Negotiations:** The ITN document shall stipulate that simultaneous meetings and/or negotiations with more than one of the top ranked proposers may be held as deemed appropriate by the Chief Procurement Officer. Simultaneous individual discussions and negotiations with short-listed firm(s) will be in accordance with the Florida Sunshine Law, Chapters §286.011 and §286.0113, and the Florida Public Records Law, Chapters §119.07 and §119.071 Florida Statutes.
 - d. **Best and final offers (BAFO):** One or more BAFO(s) by, or final negotiations with, one or more remaining short-listed firm(s) may be requested at the discretion of the City.
7. The following is the general process for ITNs. Not every stage may be necessary or applicable to each solicitation. The ITN process may include, but not necessarily be limited to, the following phases:
- 1) Request for Information (RFI)
 - 2) Invitation to Negotiate (ITN)
 - 3) Negotiations
 - 4) Best and Final Offer(s) (BAFO)
8. Issuance of an ITN
- a. The purpose of the ITN process is to establish a short-list of qualified firms with which to hold further discussions and negotiations.
 - b. An ITN may include the following phases:

- 1) A Pre-Submittal Conference
 - 2) Individual oral presentations and discussions
 - 3) Negotiations with short-listed firms
 - 4) Demonstrations (example: technology products or services)
 - 5) Reference checks
 - 6) Off-site visits (example: technology products or services)
 - 7) Additional individual discussions and negotiations with short-listed firm(s)
 - 8) Best and Final Offers (BAFO) by remaining short-listed firm(s)
 - 9) Additional BAFOs as needed
- c. At the discretion of the Chief Procurement Officer, the ITN may address pricing in any one of the following manners:
- 1) The Chief Procurement Officer may require pricing to be submitted by firms as part of the ITN submittal package. When price is required in this manner, it may be scored as a criterion in the ITN.
 - 2) The Chief Procurement Officer may require pricing to be submitted in a separate sealed envelope as part of the ITN submittal package and not opened until after submitting firms have been short-listed. In this event, price is generally not an evaluated criterion in the short-listing process of an ITN, but used during the negotiations phase of the ITN process.
 - 3) The Chief Procurement Officer may require pricing to be submitted solely as an estimated amount from which price negotiations may begin prior to the BAFO of an ITN process. In this event, price is generally not an evaluation criterion in the short-listing process of an ITN, but used during the negotiation phase of the ITN process.
- d. **Pre-Submittal Conference:** The pre-submittal conference shall stress the City's ability to negotiate with several firms sequentially or concurrently.
- e. Addenda, receipt and review of submittals, formation of an E-Team, and evaluation of proposals will follow the same primary process as used for RFPs and RFQs.

- f. The meetings of the E-Team where the submittals are being evaluated are open to the public in accordance with Chapter §286.011, Florida Statutes. These meetings shall be recorded. The recording and/or minutes shall be subsequently secured in Procurement Services' files and shall be available to the public as required by law.

- g. Criterion weights as identified in the ITN document and corresponding points assigned will be used to rank the submittals for short-listing purposes. The E-Team shall evaluate the submittals, assess their relative qualities solely on the factors specified in the ITN, and assign points accordingly.

- h. Scoring Definitions:
 - 0** = No information provided for the specific criteria. Proposer failed to address the criteria. No documentation was provided.

 - 1** = **"Poor"**: Proposal is lacking or inadequate in most basic requirements for the specific criteria.

 - 2** = **"Below Average"**: Proposal meets many of the basic requirements for the specific criteria, but is lacking in some essential aspects.

 - 3** = **"Average"**: Proposal adequately meets the minimum requirements of the specific criteria, and is generally capable of meeting the City's needs.

 - 4** = **"Above Average"**: Proposal more than adequately meets the minimum requirements of the specific criteria, and exceeds those requirements in some aspects.

 - 5** = **"Excellent"**: Proposal exceeds the minimum requirements in most aspects of the specific criteria.

- i. The evaluation criteria may include, but not necessarily be limited to, any or all of the following factors:
 - 1) Qualifications/experience of the submitting firm, generally as a prime contractor on similar projects;

 - 2) Qualifications/experience of the submitting firm's Team, including subcontractors;

 - 3) Qualifications/experience of the submitting firm's project manager;

 - 4) Completion of similar projects or services;

 - 5) Approach, implementation and operational plan for the project/services;

- 6) DBE participation;
 - 7) Veteran's Business participation;
 - 8) Location of the firm and its subcontractors;
 - 9) Completion time for the project or services;
 - 10) Pricing information; and
 - 11) Other factors pertinent to evaluating all submittals.
- j. Submittals should be evaluated by the E-Team based on the materials submitted rather than personal knowledge of the submitting firm and its team. The E-Team may designate technical staff and/or subject matter experts to advise the E-Team regarding the viability of firms to meet the City's needs and requirements.
- k. Presentations are not generally made during this phase.
- l. At the discretion of the Chief Procurement Officer, the ITN document may advise potential firms that the number of firms that will be considered shall be no more than a specific maximum number; and the number of short-listed firms may be further limited to a number, including only one, that is less than the maximum indicated in the ITN document as determined by the competitive range. Upon completion of the scoring, the E-Team shall rank submittals in order from highest point total to lowest point total. The E-Team will recommend to the Chief Procurement Officer the competitive range among the submittals to be short-listed.
- m. The **competitive range** is defined as
- 1) that group of the most highly rated submittals considered to have a reasonable chance of being selected for award and who are therefore chosen for additional discussions and negotiations, or
 - 2) that group of the most highly rated submittals equal to or less than the stipulated maximum number in the ITN document.
- n. The Chief Procurement Officer may approve the E-Team recommendation of the competitive range, or determine that the number of most highly rated submittals that might otherwise be included in the competitive range either
- 1) exceeds the number stipulated in the ITN document; or

- 2) exceeds a number at which an efficient competition, discussion and negotiations can be conducted.
- o. In the latter event, the E-Team may limit the number of submittals in the competitive range to a specific number that will permit efficient competition, discussion and negotiations. In such event, the E-Team should attempt to reduce the total number of firms in the competitive range by eliminating, in order, one or more firms with the lowest score(s) and considering factors which may include, but not be limited to, the following:
- 1) Determine the number of firms that can reasonably be selected for discussions, and negotiations.
 - 2) Consider the complexity of the acquisition and the variety and complexity of offered solutions in terms of the impact on the likely breadth and depth of the discussions and negotiations.
 - 3) Consider City resources reasonably available to conduct discussions compared to the expected variable administrative costs of discussions and negotiations.
 - 4) Consider the impact on lead-time for award compared to the need for timely delivery or project completion.
- p. If the E-Team decides that a submittal should no longer be included in the competitive range, the submittal will be eliminated from further consideration for award. The Chief Procurement Officer, or designee, may post the results of the scoring of submittals and competitive range determined by the E-Team, and/or the Chief Procurement Officer, or designee, may provide written notice of the E-Team's decision to all unsuccessful firms advising them that their submittals have been eliminated, and that a revision of their submittals will not be considered.

9. **Post-Submittal Discussions, Presentations, and Negotiations**

- a. Upon completion of the evaluations, the E-Team shall be disbanded and the Chief Procurement Officer shall appoint a Negotiation Team (N-Team), which may include any or all of the members of the E-Team, technical advisors, experienced negotiators, or subject matter experts. A Team Leader for the N-Team from procurement will also be designated by the Chief Procurement Officer.
- b. The Team Leader shall schedule a strategy meeting with the N-Team prior to the initiation of negotiations with any firm. They shall discuss
 - 1) The role of each N-Team member
 - a) Role of the Lead Negotiator:

- (1) Sets parameters
 - (2) Establishes procedures
 - (3) Plans strategies and tactics
 - (4) Obtains buy-in from N-Team members
- 2) Only the Team Leader speaks on behalf of the City, unless he/she asks an N- Team Member for information or an opinion.
 - 3) The N-Team must truly work as a team, with no dissenting opinions in front of the other party (unless planned) to demonstrate a united front and a game plan.
 - 4) General Concerns
 - a) How formal must the meeting be?
 - b) How long will it take?
 - c) What implementation steps will be needed?
 - 5) Define goals and objectives
 - a) What are we willing to give up getting what we need?
 - b) What are the time and economic requirements?
 - 6) Clarify the issues
 - a) How will we present it to the other party?
 - b) What are the issues as seen by the other party?
 - c) How will they support their position?
 - d) What appears to be the significant differences in the way the parties view the issues?
 - 7) Gather information
 - a) Who will we be negotiating with?
 - b) What do we know about them?
 - c) How do they approach a negotiation?
 - d) What are their ego needs?
 - e) When and where will the negotiations take place?
 - f) What advantage or disadvantage do the alternatives have?
 - g) What power do we have that can be used constructively in this negotiation?
 - 8) Set the climate
 - a) How can we best establish rapport with the other party?

- b) How can we establish a win/win climate?
- 9) Prepare for conflict
 - a) What will be the major points of conflict?
 - b) How will we determine what the other party needs as compared to what they want?
 - c) How will we attempt to resolve conflict?
 - d) How will we respond to the other party's attempts to resolve conflict?
 - e) What concessions are we prepared and willing to make? Under what conditions?
 - f) What do we expect in return for concessions?
- c. The N-Team may proceed to hold oral discussions and negotiations with the short-listed firms. Such discussions and negotiations may be either sequential or concurrent as determined by the Chief Procurement Officer and as indicated in the ITN document. All such sessions shall be closed to the general public and other firms in accordance with Chapter §286.0113 Florida Statutes, but shall be recorded, and the recording secured in Procurement Services.
- d. The primary purposes of initial meetings are to enhance the City's understanding of the submittals, allow reasonable interpretation of the submittal, and facilitate the City's evaluation process. Such communications shall not be used to cure submittal deficiencies. During the individual meeting(s), each firm may discuss its written submittal to assure full understanding by the N-Team. Each firm may clarify its initial submittal and may include additional information not previously addressed or included in the City's ITN document.
- e. The discussions and negotiations should be used to maximize the City's ability to obtain Best Value, based on the evaluation factors set forth in the ITN, subsequent discussions and negotiations, and Best and Final Offer (BAFO). During the meetings, each firm must demonstrate its ability to provide the products or services required and may be permitted to make a formal presentation to the N-Team.
- f. Negotiation of price and other factors may be initiated during any meeting; however, submittals from other short-listed firms and detailed pricing information from competitors' submittals should not be divulged unless such pricing has been previously made public in the ITN process, or the firm has given the City permission to

discuss its pricing with other firms. However, the N-Team Leader may inform firms that their price is considered by the City to be too high, or too low, and may reveal the City's budget or the results of an analysis supporting that conclusion.

- g. The N-Team may discuss with each firm its pricing, ambiguities, perceived deficiencies, significant weaknesses, and adverse past performance information to which the firm has not yet had an opportunity to respond.
- h. The N-Team may further discuss other aspects of each firm's submittal that could, in the opinion of the Team Leader, be revised to enhance the submittal's potential for award.
- i. All short-listed firms will be given the same opportunities and accorded fair and equal treatment with respect to discussions, negotiations, and revisions of the submittals.
- j. The N-Team should not engage in conduct that reveals any information that would compromise a firm's intellectual property to another firm.
- k. The City may, in situations where the ITN states that additional evaluation credit may be given for technical solutions exceeding the mandatory minimums, negotiate with firms who offer increased performance beyond the mandatory minimums. The City may suggest to firms that have exceeded any mandatory minimums (in ways that are not integral to the design), that their submittals would be more competitive if the excesses were removed and the offered price decreased.
- l. On-site demonstrations at one or more designated sites within the City limits may be required from short-listed firms (example: technology projects). Additionally, references of the firms' similar technology installations at other entities may be verified in any manner deemed appropriate by the Chief Procurement Officer, or designee.
- m. Confirmation of reference information may include off-site visits by any of the members of the E-Team, N-Team, Procurement staff, and/or technical experts to any or all the referenced installations. During both on-site demonstrations and off-site visits, to the extent permitted by law, City representatives shall be permitted to ask pertinent and applicable questions to determine the viability of the firm's solution to meet the City's needs.
- n. Both on-site demonstrations and off-site visits with reference checks may be scored and used to further reduce the number of short-listed firms. Upon conclusion of the on-site demonstrations and off-site visits and references, further meetings, discussions, and negotiations with the short-listed firms may be scheduled either sequentially or concurrently, as determined by the Chief Procurement Officer.

- o. Information obtained by the City regarding past poor performance by the firm, its subcontractors, and/or its key personnel in connection with previous or current projects with the City or any other public entity may be considered in determining the ability and capabilities of any firm to meet the needs and requirements of the City, and may be cause for elimination of the firm from the group of short-listed firms. If it is determined by the N-Team after the on-site demonstration(s), off-site visit(s), or reference verifications that any submitting firm is not capable of meeting the requirements or needs of the City, the submittal may be eliminated from further consideration for award.
- p. The number of discussion meetings and negotiation sessions shall be at the discretion of the Team Leader. Prior to submittal of Best and Final Offers (BAFO), the City may conduct final discussions and negotiations with firms or seek revisions of submittals from firms deemed to be responsible and reasonably acceptable to be selected. Such firms will be accorded fair and equal treatment with respect to discussion and revision of the submittals.
- q. Revisions may be permitted after receipt of submittals and prior to award of a contract for the purpose of obtaining BAFOs.
- r. If, after discussions have begun, a firm originally in the competitive range is no longer considered to be among the most highly rated firms being considered for award, that firm may be eliminated whether or not all material aspects of the submittal have been discussed, or whether or not the firm has been afforded an opportunity to submit a revision.
- s. A Best and Final Offer (BAFO) may be requested from the firms remaining in consideration. The Chief Procurement Officer shall designate a common cut-off date for receipt of the BAFO. The BAFO may allow submittal revisions to clarify and document understandings reached during negotiations. At the discretion of the Chief Procurement Officer, the E-Team and/or the N-Team shall meet to discuss each BAFO, and recommend award to the firm as determined by total scoring, consensus, or majority of the N-Team to be the Best Value to the City.
- t. Best Value is defined as a procurement method that emphasizes value as much as, or more than, price. Best Value may be based on, but not be limited to, the following:
 - 1) the ITN evaluation criteria
 - 2) subsequent discussions, presentations, and demonstrations
 - 3) negotiations
 - 4) contract terms and conditions
 - 5) project completion time
 - 6) technical solutions

7) pricing

- u. The basis for the award recommendation should be clearly documented and based on Best Value, not necessarily lowest price.
- v. The City shall reserve the right to request more than one BAFO.

10. Project Completion

- a. Upon completion and close-out of each project/contract, the project manager or contract administrator shall prepare an exit evaluation rating their level of service and indicating whether they are recommended for future awards.
 - 1) A copy shall be provided to Procurement Services for inclusion in the ITN and vendor files.
 - 2) A copy shall be provided to the contractor, with instructions to include with future submittals and/or bids for the City for the criteria (such as) “past experience with the City”.

R. Requests for Information

1. When it is considered impractical to initially prepare a purchase description to support an award based on price or detailed scope of work, any competitive solicitation may be preceded by a Request for Information (RFI) which invites the submission of unpriced offers and recommended specifications and other information. Potential bidders and proposers can provide input on the scope of work or specifications to be issued in a subsequent competitive solicitation.
2. An RFI is primarily used to gather basic information and input to prepare the subsequent ITB, RFP, RFQ, or ITN document. Additionally, an RFI is issued for the purpose of developing strategy, building a database, and obtaining comments, feedback, and reactions from a broad base of potential suppliers. Such feedback may also be used to identify best practices and industry standards.
3. When deemed appropriate or necessary by the Chief Procurement Officer, a Request for Information (RFI) may be issued as a first step in any of the competitive solicitation processes.
4. The information received may or may not be used in preparation of the specifications or scope of work for the planned solicitation, as deemed appropriate by the City.

5. When an RFI is used, it is advertised and issued to registered bidders in the appropriate category in the same manner as ITBs and RFPs.
6. The RFI will generally contain the following information:
 - a. Project Title
 - b. Statement of Need
 - c. Background
 - d. Information Requested
 - e. Deadline for Response
7. Pricing and qualifications are not requested in the response to an RFI.

S. Cooperative Purchases and Piggybacking

1. Cooperative Agreements

- a. The *NIGP Public Procurement Dictionary of Terms* defines Cooperative Procurement (Purchasing) as
 - 1) The action taken when two or more entities combine their requirements to obtain advantages of volume purchases including administrative savings and other benefits.
 - 2) A variety of arrangements whereby two or more public procurement units purchase from the same supplier or multiple suppliers using a single ITB or RFP.
 - 3) Cooperative procurement efforts may result in contracts that other entities may “piggyback”.
- b. Departments may be encouraged to utilize and purchase from cooperative agreements since this procurement method generally expedites procurements and provides competitive pricing for items and services needed.
- c. The City may utilize a contract entered into between another governmental or public entity, non-profit procurement agencies and a provider of supplies or services sought by the City, if the Chief Procurement Officer determines that it is practicable and advantageous for the City to employ this method of procurement. If such other contract is utilized, the public notice requirements and/or the need to utilize the selection processes found in this Manual is waved; however, a separate purchase order

must be issued by the City. This separate purchase order will then incorporate by reference the governmental contract and terms and conditions under which the cooperative contract was awarded.

- d. Other governmental entities are similarly authorized to utilize the City contracts (piggyback) where the other governmental entity determines such utilization is practicable and advantageous and the particular vendor agrees to enter into such separate contract with the other governmental entity which incorporates the terms and conditions of the City contract.
- e. Procurement Services is affiliated and active with various professional procurement organizations. These associations allow the City access to numerous cooperative contracts that may be utilized for the procurement of various goods and services. Existing contracts include City issued contracts and agreements already in place. They may also include State of Florida Contracts, other entity contracts, non-profit procurement agencies and co-op contracts that the City may be able to utilize (piggyback).
- f. Other governmental contracts that the City may utilize include, but are not limited to, term contracts of the State of Florida, Federal General Services Administration, , non-profit procurement agencies and other governmental cooperatives, entities, counties, and municipalities within and outside of the State of Florida.
- g. Prior to issuance of a purchase order to piggyback from a cooperative agreement, the original award must have been established in accordance with the procurement rules of the cooperative or agency which awarded the solicitation, and must be substantially similar to the original cooperative award in terms of scope, terms, and conditions.
- h. Contact Procurement Services to determine if there is an existing contract available for requirements other than ones that may be listed on the City's contract list.
- i. Procedure:
 - 1) Verify in writing the cooperative contract pricing by contacting the vendor.
 - 2) Prepare requisition and attach quote and backup documentation (verification of the contract) through BSO.
 - 3) Submit through approval path.

2. Piggybacking contracts of other Public Entities (Non-Cooperative Contracts)

- a. Piggybacking is defined by the *NIGP Dictionary of Purchasing Terms* as "a form of

intergovernmental cooperative purchasing in which a large purchaser requests competitive sealed or proposals, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself. Also called hitchhiking method.”

- b. The City may choose to use open and current contracts issued by other public entities.
- c. All services and/or commodities to be purchased and terms and conditions, including expiration dates, will apply. Piggybacks cannot exist beyond the final contract date of the originating agency. Prices must be the same or less than the original contract.
- d. The City may use a contract established by another public entity, if agreeable to both the contracting agency and the vendor, to obtain the benefits of volume, purchase, and/or reduction in administrative expenses.
- e. The originating procurement must have been competitively solicited. Sole source or emergency contracts cannot be used to establish piggybacks.
- f. The requesting department shall attach the following documents to the request form and forward to Procurement Services:
 - 1) Copy of the signed contract with the other entity.
 - 2) Copy of their Board Agenda Item and Minutes showing award was approved (if applicable).
 - 3) Copy of the Notice of Award (if applicable).
 - 4) Copy of the awarded Proposal/Bid.
 - 5) Copy of the solicitation document (ITB or RFP).
 - a) The solicitation document must allow for piggybacking in its terms and conditions, or
 - b) Procurement Services shall endeavor to acquire written authorization to use the contract from the other public entity.
- g. Contracts awarded in accordance with Chapter §287.055 Florida Statutes (the Consultants’ Competitive Negotiation Act) may not be piggybacked.

T. Design/Build Services

- 1. The City may use a consultant (Architect, Engineer) contracted by the City through a competitive solicitation process or City Engineering Division staff to prepare a design-criteria package.
- 2. A consultant who has been selected to prepare the design criteria packet, or has

contributed in any way to the preparation of the solicitation, shall not be eligible to render services under a design-build contract executed pursuant to the design-build solicitation.

3. The consultant shall be available for consultation regarding the evaluation of proposals submitted by design-build firms/proposers, for the supervision and approval of detailed working drawings of the project, and for evaluation of the compliance of the project construction with the design criteria.
4. In accordance with Chapter §287.055(2)(j) Florida Statutes,

“...The purpose of the design criteria packet is to furnish sufficient information to permit design-build firms to prepare a bid or response to an agency request for proposal, or to permit an agency to enter a negotiated design- build contract.”

5. A “design criteria package” means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency’s request for proposal, or to permit an agency 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 stormwater retention and disposal, and parking requirements applicable to the project.

Procedures for the use of a competitive proposal selection process for design build services must include as a minimum the following:

- i. The preparation of a design criteria package for the design and construction of the public construction project.
- ii. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.
- iii. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.
- iv. The solicitation of competitive proposals, pursuant to a 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.
- v. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the agency of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design

criteria package by the design criteria professional.

- vi. In the case of public emergencies, for the agency head to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

6. Reuse of Plans

- a. Chapter §287.055(10) Florida Statutes states, in part:

“Notwithstanding any other provision of this section, there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the Agency is able to reuse existing plans from a prior project of the Agency... 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 re-use in accordance with the provisions of this subsection.”

U. Capital Improvement and Construction Services

1. The procurement of construction services is generally acquired in accordance with the competitive solicitation process of competitive sealed bidding, using an Invitation to Bid (ITB) as the solicitation document, as delineated in this Manual.
2. **Bid security** shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the Chief Procurement Officer to exceed \$200,000.00 in accordance with Chapter §255.05 Florida Statutes. Bid security shall be an original bid bond executed by a surety company authorized to do business in the State of Florida, or a certified or cashier’s check satisfactory to the City. Cash shall not be acceptable.
3. Nothing herein shall prevent the requirement of such bonds on construction contracts under \$200,000.00 when the circumstances warrant.
4. **Bid security** shall be in an amount usually between 5% and 10% of the amount of the bid. Bids or proposals which do not comply with the surety requirements shall be rejected.
5. When a construction contract is awarded in excess of \$200,000.00, the following bonds or security shall be delivered to the City, and shall become binding on the parties upon the execution of the contract:
 - a. A **performance bond** satisfactory to the City, executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City, in an amount equal to 100% of the price specified in the contract; and
 - b. A **payment bond** satisfactory to the City, executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The

bond shall be in an amount equal to 100% of the price specified in the contract, or

- c. A **public construction bond** may be accepted in lieu of separate performance bond and payment bond at the City's discretion, in accordance with Chapter §255.05 Florida Statutes.
6. Sureties for all bid bonds, performance bonds, and payment bonds must be listed on the U.S. Department of Treasury Listing and the bond amount shall not exceed the maximum amounts specified therein, unless otherwise stipulated in the Invitation for Bid.
7. Should a construction contract be **increased via a change order**, the Surety must be notified, and the bond(s) shall be adjusted accordingly.
8. **Direct Materials Purchase:** The City shall reserve the right in all construction contracts to delete line items within the ITB and/or contract in order to purchase said items directly from a supplier, via purchase order, in an amount not exceeding the bid amount per line item of the contractor, without further bidding, in an effort to benefit from the City's tax- exempt status.
9. **Construction Management (CM) and Construction Management at Risk Services (CM@R):** The procurement of CM and CM@R Services shall be made in accordance with the competitive process herein.
10. **Job order contracts** for small and medium construction, renovation, and maintenance projects may be established through an ITB or RFP or national or cooperative agreements.

V. Exempt from Competition

Please refer to Procurement Ordinance, Section 2-176 (e), for exemptions.

In addition, the City Manager may authorize the following purchases without bid and on a non-emergency basis when deemed in the best interest of the City:

- Test items
- Odd lots and close-out materials
- Photocopy or office-type machine rentals or purchases
- Equipment maintenance service
- Land surveys, land appraisals, abstracts of title and title searches
- Contracts for less than a one-year period

W. Sole Source Purchases

1. Definition

- a. Sole source items must meet both of the following criteria:

- 1) It is the only item that will produce the desired results (or fulfill the specific need), and there are no alternates, and;
- 2) The item is available from only one source of supply
- b. **Warranty requirements** and **compatibility** to existing equipment shall be an acceptable justification for waiver of bidding requirements, provided the item is only available from one source of supply.
- c. Some valid sole sources preclude competition because of the existence of patents rights, copyrights, secret processes, control of basic raw material, or similar circumstances; however, the mere existence of such rights or circumstances does not, in and of itself, justify the use of this authority.
- d. Sole source shall also include
 - 1) contract renewals,
 - 2) maintenance and service agreements,
 - 3) software upgrades and leases,
 - 4) other yearly purchases, and
 - 5) instances where territorial agreements are in place among multiple dealers or distributors of a manufacturers' item. Under such circumstances, it is not necessary to require these dealers to compete against each other; therefore, the purchase may be made from the closest dealer to the City.

2. General

- a. Purchases of supplies, equipment, and contractual services from a sole source are exempt from competitive requirements in accordance with the Procurement Ordinance, section 2-181(F)(2).
- b. Sole source purchases of less than \$5,000.01 shall be made in accordance with the Small Purchases process.
- c. The Chief Procurement Officer may make or authorize the procurement of goods and/or services, subject to the mandatory Commission approval level stipulated in the Procurement Ordinance and this Manual, without competitive solicitation when the director of the City department has documented in writing, using a **Sole Source form**, that such item(s) and/or service is truly a sole source, and provides documentation of due diligence.
- d. Procurement Services reserves the right to determine whether the item needed is truly a sole source and may investigate the pricing of products or services to ensure it is at its lowest price and from a responsible bidder.
- e. Being approved as a proprietary or sole source purchase does not eliminate the necessity to conduct due diligence in the future when the item or service is again required.

- f. When requesting approval for a sole source purchase, due diligence is required to assure that the purchase is prudent and in the best interest of the City. Approval will not be granted without an investigation and justification of the pricing of products or services being requested, and the reason for the expenditure.

3. Procedure

- a. A Proprietary Quote form shall be submitted along with the requisition. The justification should address the following two key points:
 - 1) This is the only product or service that can meet the requirements of the department (state the reasons), and there are no other alternatives.
 - 2) The selected vendor is the only known vendor that can provide this item (provide backup documentation to substantiate this).
- b. The steps for sole source purchases are as follows:
 - 1) The Department shall submit to Procurement Services a completed Sole Source Justification form, indicating the following:
 - a) Requisition number.
 - b) The purpose and need.
 - c) Description of, and use of, the item (in layman's terms)
 - d) Include why the item is the only one that will produce the desired results (or fulfill the specific need).
 - e) List unique features that the item or service has that other comparable items or services do not have, and why these unique features are needed. **Be specific.**
 - f) Show as clearly and concisely as possible why only this item or service will accomplish the function required.
 - g) Explain if the product is being purchased directly from the manufacturer. If not, explain why the item cannot be bid/quoted to the various dealers.
 - h) Include documentation of efforts made to identify other sources of supply.
 - i) Explain the necessity for compatibility with existing equipment or instrumentation, if applicable.
 - j) Explain the consequences, including an estimate of the impact (financial or otherwise), if this Sole Source is not declared nor approved.
 - k) Explain the efforts that were made to conduct a non-competitive negotiation to get the best possible price.
 - l) Explain how the program would function should the supplier discontinue

this product.

- m) A reasonableness of price documentation must also be attached. This can be a certification from the vendor that the price quoted is the same or less than quoted to other governmental agencies, or it can be a summary of prices previously paid by other agencies or us in the past. Obtain copies of their quotes for the same item/service to others and see how it compares to the quote received. Check with others to see what they paid for the same or similar item or service. Clearly indicate on the form or via attachment how it was determined that the price is fair and reasonable.
 - n) Procurement Services may choose to negotiate with the vendor before the purchase.
 - o) Complete written specifications and a written quote from the vendor shall be attached. Additionally, include a letter from the manufacturer confirming the claims made by the distributor of exclusive distributorship for the product or service, if that is cited as a reason for the Sole Source request.
- 2) The department and/or Procurement Services shall attempt to locate competition (alternate sources of supply).
 - 3) The intent to purchase via sole source shall be posted on the Procurement website for a reasonable time period.
 - 4) When the intent to award via sole source is posted on the City's website, or when a documented research effort by the Chief Procurement Officer fails to identify further competing sources of the goods or services, such written determinations shall be retained by the Chief Procurement Officer for public inspection and auditing purposes.
 - 5) Requests approved by the Chief Procurement Officer or the City Commission shall be processed, and a purchase order shall be issued.
 - 6) The Department shall be informed as to any requests which are disapproved, and the procurement shall be either cancelled or made in accordance with standard procedures.

4. The "Best" Vendor

A supplier being determined to be the "best" provider does not constitute a Sole Source.

5. Examples

- a. XYZ, Inc. would be considered a sole source for parts for a City-owned XYZ computer due to the computer system being standardized to XYZ type, any other type of parts utilized would scramble the system and invalidate the warranty, and the parts are only

available directly from the manufacturer.

- b. The Motor Vehicles Department has submitted a requisition for “chrome muffler bearings” for installation in City vehicles. This item was recently invented, patented, and brought to market by WWW Manufacturing, Inc. These bearings increase the performance of vehicles by 2000%. No other company has anything of this type in production, and purchases of these bearings can only be made directly from the manufacturer.

6. Using Grant Funds for Sole Source Purchases \$25,000.00 or More

- a. All grant money purchases shall be processed on a Purchase Requisition/PO, using the appropriate method of procurement.
- b. When preparing for a purchase using grant funds, the recommended vendor must be checked against the System for Award Management (SAM) previously known as the Excluded Parties List System (EPLS). This system disseminates information on parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101.
- c. Grant money purchases shall adhere to E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for non-procurement suspension and debarment.
- d. The web site for the SAM search is: <https://www.sam.gov/>.
- e. After accessing the site, go to the SEARCH - CURRENT EXCLUSIONS section and select the 'Advanced Search' link.
- f. Type in the vendors name either under Exact Name (if known) or Partial Name. NOTE: When a vendor's name has more than one word in its title, type the word 'AND' in all capital letters between the words (Ex. For Office Depot, type - Office AND Depot). Scroll down to the bottom of the page and select 'SEARCH'. If the vendor comes up with no results, the vendor is acceptable as it relates to this search. Should the search return anything other than “Search returned No Results” ‘search returned no results’, contact Procurement Services.

X. Insurance and Insurance Related Purchases

- 1. The purchase of insurance and such insurance related services as consulting, actuarial, and claims administration shall be accomplished in the following**

manner:

- a. **Negotiation.** The City shall procure insurance, as may be needed from time to time, through the negotiation process established in this section. The method of the procurement of insurance shall be on a negotiation basis, except for those situations where the bid process is required by law. To negotiate the purchase of insurance, the following procedure must be followed:
 - 1) As directed by the Risk Manager or the Risk Manager's designee, the City's contracted agent shall distribute specifications for insurance and conduct negotiations with those interested insurance companies or their appointed agents.
 - 2) Those interested insurance companies shall submit proposals for furnishing the insurance sought by the City and those proposals will be evaluated by the person, persons or committee so designated by the City Manager.
 - 3) The Risk Manager or Risk Manager's designee shall submit recommendations and evaluations of the proposals submitted by the insurance companies with which negotiations were conducted and shall submit recommendations as to the award of a contract and reasons therefore to the City Commission. The City Commission shall, by motion, approve a contract with the insurance company which it determines shall best meet the needs of the City.
 - 4) No annual insurance contract secured through negotiation shall be renewed more than twice with the same insurance company without being marketed, except as otherwise approved by the City Commission.
- b. **Competitive negotiation/bidding.** The City shall procure insurance related services, such as consulting, actuarial and claims administration services, as may be needed from time to time, through the competitive negotiation or through the bid procedure as specified in section 2-181 of the Code of Ordinances of the City of Fort Lauderdale.
- c. **Emergency Purchase.** In the case of an apparent emergency which requires immediate purchase of insurance or insurance related services, the City Commission may award a contract after such investigation on and upon such terms and conditions as it deems to be in the best interest of the City.

Y. Emergency Purchases

1. Definition

- a. An emergency occurs when
 - i. Certain conditions might adversely affect the life, health, safety and welfare of employees or the public,
 - ii. When City property or equipment are endangered,
 - iii. When it is necessary to maintain or restore vital services,
 - iv. Action is needed to address non-compliance with Florida Statutes or other

regulatory laws and permits,

v. Action is needed to avoid interruption of normal business operations/activities and/or assure continuity of services,

vi. Action is needed to address situations which may cause major financial impact to the City,

vii. Natural or manmade disasters take place, or

viii. Acts of terrorism or violence take place.

- b. Other types of emergencies may include broken water mains, etc. and situations that threaten public safety or are critical to City operations and other similar unexpected events but are only considered an emergency when following regular requisition protocol would negatively affect the life, health, or safety of citizens or staff. This almost always occurs because of parts and labor needed for repairs to equipment that must be kept in operating order.
- c. "Emergencies" may also be created through negligence and are to be avoided. Lack of planning or surpluses of funding does not constitute an emergency.
- d. When in doubt whether a purchase is appropriate as an emergency purchase, call Procurement Services.

2. Responsibility

- a. The declaration of an emergency is made in writing by the department affected, or the City Manager, not Procurement Services.
- b. Departmental officials **shall not** use the emergency purchase procedure to abuse or otherwise purposely circumvent regular established purchasing procedures.

3. Authorization

- a. The City Manager (or designee) may waive solicitation requirements in emergencies where there is an imminent threat to life / safety, or in cases when necessary to prevent damage to the facilities caused by an unexpected circumstance.
- b. Refer to the Procurement Ordinance, 2-181(f)(4).

4. Competition

- a. Although there may be in a perceived emergency, departments should always be prudent regarding the spending of City funds. Departments will be expected to obtain competitive quotes, if possible.
- b. Emergency purchases are made with or without competition, depending on the circumstances. When it is determined by the Chief Procurement Officer, City Manager, City Commission, or department director in collaboration with the City Manager, that such purchase is required to remedy or lessen the harmful effects of

any actual or threatened occurrence which may interfere with the conduct of normal business operations or remedy or correct conditions which may pose an imminent or existing threat to the health, safety, welfare, persons, or property.

5. Authority

- a. During the declared emergency period, all normal procurement procedures and requirements shall be suspended and the procedures herein shall apply.
- b. The Chief Procurement Officer may make or authorize emergency purchases as defined herein.
- c. The City Manager shall be empowered to authorize the Chief Procurement Officer to secure any needed emergency supplies, materials, equipment, or services using the most efficient and effective procurement methods for each procurement, as determined by the Chief Procurement Officer. Under such declared emergency, and with approval of the City Manager, the department director may purchase any needed emergency supplies, materials, equipment, or services where, using the most effective procurement methods in each procurement, as determined by the department director. If the cost of any emergency procurement exceeds the mandatory Commission approval amount, a full report of such purchase shall be made to the City Commission at the earliest available Commission meeting.
- d. In the event of an emergency, other than those mentioned in previous paragraphs of this section, such as an equipment failure, catastrophic damage to City property, or other similar unexpected event, all normal purchasing procedures and requirements directly related to such emergency shall be suspended; and with the approval of the City Manager or the Chief Procurement Officer, the department director may purchase any required emergency supplies, materials, equipment, or services. The department director shall send to the Chief Procurement Officer a requisition and copy of the delivery record together with a full written report of the circumstances of the emergency.

6. Declaration of Emergency

- a. The City may declare a state of emergency at which time all normal purchasing procedures and requirements shall be suspended and these emergency procurement procedures shall apply.
- b. In the event of, or in anticipation of, a natural or manmade disaster, including but not limited to, a hurricane, tornado, flood, fire, riot, or other act of nature, or an act of terrorism, the City Manager is authorized to declare a state of emergency for procurement purposes for a specified period of time.
- c. Nothing in this section shall be construed to limit the authority of the City Commission to declare or terminate a state of emergency and take any action

authorized by law when sitting in a regular or special meeting.

7. Procedure for Non-Construction Purchases

a. Emergencies during normal business hours, under \$25,000.00:

- 1) Obtain department director approval in writing
- 2) Obtain Chief Procurement Official's approval either verbally or in writing

b. Emergencies during normal business hours, \$25,000.01 or more

- 1) Obtain department director approval in writing
- 2) Obtain Chief Procurement Official's approval verbally or in writing
- 3) Obtain City Manager's approval PRIOR TO PURCHASE and add City Manager to the requisition approval path.
- 4) Submit a full report for each purchase \$100,000.01 or more to the City Commission at the earliest available Commission meeting.

c. Emergencies during nights, weekends, or holidays

- 1) Obtain Department Head approval
- 2) Purchase the required item/service
- 3) Next business day,
 - a) Contact the City Manager if \$25,000.01 or more
 - b) Contact the Chief Procurement Officer for items/services up to \$25,000.
 - (1) Inform him/her of the emergency purchase
- 4) Create Purchase Requisition, stating 'Emergency Purchase'. Be sure to:
 - a) Complete Informal/Proprietary/Emergency Quote Form, including clear, complete circumstances. The form should include why it was an emergency, what was at stake, how public safety was threatened, and why time was of the essence.
 - b) Print Purchase Requisition; attach Informal/Proprietary/Emergency Quote Form, receipt or invoice, delivery records, etc.

- c) Send to Procurement Services.
- d) Procurement Services will issue a confirming PO to the vendor.
- e) Submit a full report for each purchase that is \$100,000.00 or more to the City Commission at the earliest available Commission meeting.

5) Documentation

Records of emergency purchases shall be maintained in Procurement Services.

6) Support from Other Public Agencies

- a) The Chief Procurement Officer, if so designated by the City Manager, may request another municipality or governmental agency to purchase for the City any needed emergency supplies, materials, or equipment; or the City may purchase from another municipality or governmental agency any needed emergency supplies, materials, or equipment such municipality or agency has available.
- b) The other agency shall be reimbursed for said purchases in a timely manner, after the state of emergency subsides.

Z. Grants

1. General

- a. All purchases, regardless of the funding source, including Grant funds, shall be made in accordance with the guidelines set forth in this Purchasing Manual.
- b. Each Grant may have additional purchasing procedures that apply. The department must take steps to assure they are aware of all requirements.

2. Adherence to Procedures

- a. Purchases that are made utilizing state and federal grant funds shall be in compliance with this Procurement Manual and applicable state and federal laws, as well as grant guidelines and provisions. These shall include, but are not limited to, the following:
 - 1) OMB Circulars A-21, A-110, and A-133;
 - 2) The Davis-Bacon Act;
 - 3) Drug-Free Workplace Act; and

4) Requirements of Debarment and Suspension (section 4.a).

- b. Contracts administered under the provisions of the Davis-Bacon Act shall require certification of compliance from the architect and/or the engineer, who shall establish procedures sufficient to document such compliance.

3. Responsibility

- a. Each department who administers a state or federal grant at the City is responsible for knowledge of, and compliance with, those regulations that pertain to his/her specific grant.
- b. The department is responsible to provide grant procurement provisions by attaching such to the requisition.
- c. The signature and/or approval of the department director shall indicate that the purchase is being made in full compliance.
- d. Procurement Services will provide second
- e. ary review for such compliance.

4. Federal Grants

- a. In accordance with Presidential Executive Order 12549, "Debarment and Suspension", the requestor must attach the System for Award Management (SAM) contractor search to all grant purchase requisitions. The search should populate "no results found" or the exclusion summary must state "no". If the exclusion type states "prohibition/restriction" the City cannot use grant funding to purchase from this vendor. There are no exceptions to this requirement.

Web address: <https://www.sam.gov>

Sole Source Purchases: See *W. Sole Source Purchases* for additional information and instructions. Here is the link to the Justification Form:

[Sole Source Sole Brand Proprietary Purchase Justification Form.pdf](#)

5.

AA. Debt Management Purchases

1. General

- a. All purchases, regardless of the funding source, shall be made in accordance with the guidelines set forth in the Debt Management Policy.
- b. The City shall consider the recommendations of the City Manager or Finance Director, and its Financial Advisor when contemplating the type of debt to incur, (short term,

medium term and long-term debt)

2. Procurement Procedures

- a. The requesting department will determine the debt issuance criteria.
- b. Procurement will direct the department to the Finance Director and/or Treasurer.

This type of solicitation will be handled by the Finance Director and/or Treasurer.

BB. Receiving

1. General

- a. In order to ensure the supplier is paid in a timely manner, the Accounts Payable Division must be notified when materials and/or services are received.
- b. Delays in checking shipments and forwarding the receiving documentation may result in loss of cash discounts, and/or slow payment of invoices which results in loss of supplier confidence and possible increased costs.

2. Receipt by Departments

- a. **Responsibility:** It is the responsibility of the departments to ensure that all incoming shipments are inspected to determine that they are in conformance with the purchase order. If the materials received are not correct, notify Procurement Services within two working days to provide problem resolution services and arrange for material returns, if necessary. See the following pages for additional guidance.
- b. Actual receipt/**signing for goods** may be done by any staff member. Signing for goods **does not** make the staff member personally responsible for the goods. Signatures are to prove delivery was made by the supplier and ensure payment thereof.
- c. Most deliveries are made by USPS, UPS, FedEx or RPS Service, and therefore, there is not adequate time to fully check each separate shipment while the delivery person is on hand. Yet, immediately upon receipt of goods and materials, it is imperative that the shipment be checked for damage, and shortages; therefore, the following steps should be taken in the following order:
 - 1) **External Damage:** Check for external damage to the packaging. Take pictures of obvious damage.
 - 2) **Verify Count:** Make sure the same number of cartons is received as noted on the delivery receipt. If any shortage is discovered, note exactly how many cartons are short on the carrier's delivery receipt and have the driver note and sign the shortage. Make sure all copies of the delivery receipt state the shortage, overage, and/or damage. Failure to report damage and shortages may result in null and

void claims.

- 3) **Delivery by Commercial Truck Line:** Goods that are delivered by commercial trucks are usually large quantities of one product or a few very large items. They generally have a packing slip in addition to a bill of lading. The goods should be inspected prior to removal from the carrier's truck. Any damage must be noted on the bill of lading and refuse or accept accordingly. Drivers are responsible only for tailgate delivery unless an extra charge has been paid for off-loading and setting in place or pricing was made for "inside delivery". However, most items purchased through the bid process include the extra charge. Contact the Buyer of Record in the event of a dispute.
- 4) **Partial Shipments:** Retain partial shipments until the order is complete, whenever possible. Notation should be made on the packing slip when **final shipment** is received, so the PO can be closed.
- 5) **Blanket Purchase Order deliveries:** Handled in the same way, except the requestor attaches a copy of the delivery documents to their copy of the BPO. After delivery to the department (signature is required by the requesting department), the BPO is re-filed and used again as needed.
- 6) **Collect Deliveries:** Most deliveries are made FOB (Free-on-Board) destination, freight prepaid and allowed; therefore, COLLECT deliveries should not occur. In the event a carrier has a COLLECT delivery, the delivery should be REFUSED.

3. Discovery of Damage

- a. Freight damage is a problem usually without a complete solution. However, the following procedures are beneficial and necessary in handling freight damage and claims against common or commercial carriers (deliveries made by trucking services other than the supplier's own truck and driver).
 - 1) **Delivered by the supplier's truck:** Refuse delivery of the damaged packages/items.
 - 2) Delivered by a professional shipping company (Common/Commercial Carrier): Steps to take when visible or concealed damage is discovered:
 - a) Refuse delivery if possible. If not possible, see items b through f below:
 - b) Should the driver refuse to open the carton or to wait for inspection, write a statement on all copies of the delivery ticket such as "**Except for concealed damage**" or "**Subject to Inspection**", and sign the document. Retain a copy.
 - c) **External Damage:** Carefully examine each carton for damage. If damage is
- b. All personnel who receive deliveries should adhere to these procedures.

visible, note this fact on the delivery receipt and have the driver clearly note that fact on his copy. Take pictures of the damage. If the carton has the appearance that contents inside may possibly be damaged, insist that it be opened at that time, then jointly inspect the contents. Any concealed damage discovered should likewise be noted on both copies of the delivery receipt. Retain a copy.

- d) **Retain damaged items:** Damaged items cannot be used or disposed of without written permission of the supplier. Not only must the damaged items be held at the point where received, but also the containers and all inner packing materials MUST be held until an inspection is made by the inspector.
- e) **Do not return damaged items to shipper:** Return of such items shall be made only with written authorization from the shipper. When said authorization is received, the item(s) shall be returned, with all shipping costs to be paid by the shipper or carrier.
- f) **Notify Procurement Services immediately.** Procurement staff shall
 - (1) **Call the carrier/vendor to report the damage and request inspection:** The call should be placed immediately upon discovery of the damage, but under no circumstances should it be put off longer than 10 days after delivery. Failure to report concealed damage within this 10-day period may result in the carrier denying the claim.
 - (2) **Confirm the call in writing:** This is not a mandatory requirement, but it shall establish the fact that the carrier was notified within the 10 day period. It is strongly recommended that all calls be confirmed in writing. A copy of the letter shall be filed with the purchase order, and a copy of the letter shall be sent to the ordering department for their records.

4. Inspection by the Carrier

- a. When the carrier makes inspection of damaged items, Procurement staff and the department shall jointly:
 - 1) **Preserve the damaged item(s):** Ensure damaged items have not been removed prior to inspection of the packing materials and freight bill. Be sure to retain the delivery receipt, as it will be needed as a supporting document when the claim is filed.
 - 2) **After the inspector fills out inspection report, carefully read it before signing:** If there is disagreement with any facts or conclusions made by the inspector on the report, do not sign it. Unless repairs will be completely satisfactorily, be sure the inspector requests replacement **on the inspection report**. A new item can be ordered only if the inspection report specifies "Replace".

- 3) ***Forward the copy of the inspection report and delivery receipt to Procurement staff:*** Procurement staff will ascertain if shipment was in fact FOB Destination and, if so, will forward all paperwork to the supplier and make necessary adjustments, i.e. replacement, request to return damaged goods, etc. If it is determined that shipment was FOB Shipping Point, Procurement Services will file the claim.

5. Receipt of Computer Equipment

After performing all appropriate duties, including affixing decals to all capital equipment, the Information Technology Division personnel shall arrange for delivery and installation of all computer equipment, software, documentation, and peripherals directly to the site as directed by the Information Technology Division, who shall inspect the shipments and sign the packing slip/invoice to approve payment, as stated above.

6. Receipt of Telecommunications Equipment

All deliveries of other telecommunications equipment and peripherals shall be routed to the Information Technology Division, who shall inspect the deliveries and sign the packing slip/invoice and forward it to the Accounts Payable Division.

7. Labeling of Capital Items

- a. In accordance with Rule 69I-73 Florida Administrative Code, the Property Control Division shall ensure that all capital items (items with a value of **\$5,000.00** or more **and** having a useful life of at least **one year**) are labeled with a City property tag and included in the Capital Equipment listing.
- b. All official paperwork shall be forwarded to the relevant department/division upon completion.

8. Unidentified Deliveries

- a. Any deliveries of goods which do not reference a PO number or have specific deliver-to information shall be brought to the attention of Procurement Services.
- b. To identify the ordering department, a notice may be placed on the City's electronic Bulletin Board informing all City staff of the receipt of unidentified goods, requesting that the person who ordered the goods contact Procurement Services.

9. Labeling of Capital Items

- a. In accordance with Rule 69I-73 Florida Administrative Code, the Property Control Division shall ensure that all capital items (items with a value of **\$5,000.00** or more **and** having a useful life of at least **one year**) are labeled with a City property tag and included in the Capital Equipment listing.
- b. All official paperwork shall be forwarded to the relevant department/division upon completion.

10. Unidentified Deliveries

- a. Any deliveries of goods which do not reference a PO number or have specific deliver-to information shall be brought to the attention of Procurement Services.
- b. To identify the ordering department, a notice may be placed on the City's electronic Bulletin Board informing all City staff of the receipt of unidentified goods, requesting that the person who ordered the goods contact Procurement Services.

CC. Returns

1. General

- a. When suppliers have shipped items as specified on a purchase order, they have legally complied with their obligations to the City and are under no obligation to accept returned items.
- b. Most suppliers will accept returns with a restocking fee and shipping charges. Procurement Services will assist departments in negotiating the return of products.
- c. If restocking fees are necessary, they can be paid with a change order to the purchase order.
- d. All returns must be accompanied by a packing slip, which includes a return authorization number. Procurement Services shall contact the supplier to request the return authorization documents and provide same to the department.

DD. Local Business and Disadvantaged Business Enterprise

1. General

- a. Procurement Services, in accordance with the City Code of Ordinances, has always maintained an open and encouraging atmosphere for local and minority vendors and contractors.
- b. The City encourages the participation of local businesses and disadvantaged business

enterprises (DBE) in its procurement activities. The City is committed to a policy of equitable participation for these firms.

2. Local Business Preference

Section 2-186 is the local business preference. The City is committed to supporting local businesses. Keeping dollars in the local economy builds the local community.

a. Definitions.

- The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

b. Conditions. Notwithstanding subsection (a) above:

- A business can only qualify for one (1) class preference level.
- A business with outstanding liens, fines or violations with the city shall not be eligible to qualify for Class A, Class B, or Class C status.
- A business that operates through the use of a post office box, mail house or a residential/home address shall not be eligible to qualify as either a Class A or Class B business, with respect to the business's location.
- A business may receive a conditional classification as a Class A or Class B business if that business certifies in writing to the city that it will meet the requirements of the specific class within three (3) months of entering into a contract with the city.

- c. Preference. For those purchases of goods and services in excess of the mandatory commission approval amount via competitive solicitation, after completion of the final ranking, local vendors shall receive the following preferences:
- Class A business. Ten percent (10%) preference;
 - Class B business. Seven and one-half percent (7.5%) preference;
 - Class C business. Five percent (5%) preference.
- d. Exceptions. Notwithstanding anything contained in this section to the contrary, the local preference provided for in this section shall not be applied in any one (1) or more of the following circumstances:
- The business submits a proposal that exceeds the projected budget cost;
 - The price proposed or bid is in excess of one million dollars(\$1,000,000.00);
 - State or federal law or applicable county ordinance prohibits the use of local preferences;
 - The work is funded in whole or in part by a governmental entity, and laws, rules, regulations, grant, or policies prohibit the use of local preferences;
 - Emergency purchases;
 - Sole source purchases;
 - Cooperative purchasing agreements or use of other agency contracts;
 - The city's chief procurement officer or commission has determined that the business is unqualified to perform the work.
 - Notwithstanding anything contained in this section to the contrary, Local Business Preference, when combined with Disadvantaged Business Enterprise Preference, shall not exceed 10%.

3. Disadvantaged Business Enterprise (DBE)

As defined in section 2-173 on the code of ordinances, *Disadvantaged business enterprise* or *DBE*. A for-profit small business where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations as certified by a public entity with a certification program. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, veterans, and women are presumed to be socially and economically disadvantaged

a. **DBE Directory:**

In accordance with Ordinance no. C-20, each department/division that is obtaining informal quotes must utilize the online DBE directory to attempt to obtain at least one quote, whenever a disadvantaged vendor is listed for a particular commodity/service. If there are disadvantaged vendors listed in the directory for a commodity or service for which staff is obtaining a quote, at least ONE of the quotes should be obtained from a listed disadvantaged vendor. Failure to do so may result in the quote and purchase requisition being returned to the requesting department. A signed quote sheet attests that the requestor has solicited disadvantaged vendors to quote on their purchase request. These classifications can be listed as Minority Business Enterprise (MBE), Women Business Enterprise (WBE) etc.

1. The Disadvantaged Business Enterprise Directory (DBE Directory) is a compilation of disadvantaged firms that have registered to do business with the City. It is updated annually by Procurement Services.
2. Use this directory when receiving three (3) quotes in order to meet the inclusion of at least one minority vendor requirement. Vendors can be searched for by using commodity codes. For more information on how to find commodity codes, you can visit:

<http://app.ocp.dc.gov/RUI/information/nigplist.asp>

The directory is located on Procurement Services webpage at

<https://www.fortlauderdale.gov/Home/ShowDocument?id=56875>

or

A Department can use Broward County School Board's Certified Supplier Directory:

<https://www.browardschools.com/Page/46981>

3. The goal and purpose of the online DBE Directories is to increase staff awareness of minority vendors that offer goods and services that the City may require. It is also the main catalyst to encourage departments to contact DBE owned companies when obtaining quotes for services.

b. **DBE Preference:**

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of proposal. For those purchases of goods and services in excess of the mandatory commission approval amount via competitive solicitation, after completion of the final ranking, DBE vendors shall receive:

- 1) Disadvantaged class 1 enterprise: ten percent (10%) preference;
- 2) Disadvantaged class 2 enterprise: seven and one-half percent (7.5%) preference;
- 3) Disadvantaged class 3 enterprise: five percent (5%) preference;
- 4) Disadvantaged class 4 enterprise: two percent (2%) preference;

Exceptions.

Notwithstanding anything contained in this section to the contrary, the disadvantaged business enterprise preference provided for in this section shall not be applied in any one (1) or more of the following circumstances:

- i. The business submits a proposal that exceeds the projected budget cost;
- ii. The price proposed or bid is in excess of one million dollars (\$1,000,000); State or federal law or applicable county ordinance prohibits the use of DBE preferences;
- iii. The work is funded in whole or in part by a governmental entity, and laws, rules, regulations, grant, or policies prohibit the use of DBE preferences;
- iv. Emergency purchases;
- v. Sole source purchases;
- vi. Cooperative purchasing agreements or use of other agency contracts;
- vii. The City's Chief Procurement Officer or Commission has determined that the business is unqualified to perform the work.

Notwithstanding anything contained in this section to the contrary, DBE preference, when combined with Local business preference, shall not exceed 10%.

Resources:

Broward County Certification Program:

<https://www.broward.org/EconDev/SmallBusiness/Pages/Certification.aspx>

Department of Transportation Certification Program

<https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply>

Broward County School Board Certification Program

<https://www.browardschools.com/Page/39992>

c. **Bidder Rotation:**

Contracts awarded with a pool of vendors should rotate the vendors if one vendor has been used more than once for any goods, services, construction, and professional purchases. The rotation should be according to ranking ascending from lowest, responsible vendor and/or ability to meet the qualification required by the services as needed in the best interest of the City. Procurement will assess these contracts yearly.

EE. Disposal of City Property

Disposal of City Property is the responsibility of the Fleet Department. Contact them directly for instructions and procedures.

1. City Property must be utilized to the fullest extent before disposal. Surplus items should be offered / transferred to other department having a need for the property.
2. Items having a trade-in value (such as office machines, vehicles, golf carts, watercraft, special equipment, etc.) ordinarily bring better returns on trade-ins than sales/auctions. Additionally, use of trade-ins will reduce the total price and save departmental budget funds.
3. The best interest of the City is paramount and must be served when choosing the proper method of utilization or disposal. Property should first be offered to other departments by listing property on the City's **CITY SHARE** website on Laudershare.
4. All surplus, worn-out, junk, or obsolete equipment or materials with a City property tag or City vehicle number will be reported on the 'Property Disposition and Release of Custody Control' Form (PC-2) and forwarded to the Finance Department.
5. The department director shall be responsible for making the determination when an item is no longer needed. The Deputy Director of Finance will make final determination for the disposition of the property to ensure adherence to all applicable laws.
6. **Possible Disposal Methods:**
 - a. Transfer to another City department.
 - b. Return to the manufacturer or supplier for credit
 - c. Trade-in on new equipment
 - d. Sale
 - 1) Auction
 - 2) eBay
 - 3) Garage sale

- 4) Sale, trade, or donation to another government entity
 - e. Reduction to scrap or destruction
 - f. Cannibalization
 - g. Junk
7. Long-term loans of equipment and indiscriminate property movement between departments are poor business practices and are discouraged.

8. **Procedure**

a. **Transfer:** Offer item for transfer to other divisions/departments through

- 1) The 'City Share' program on Laudershare. 'City Share' lists wanted and available City items in an easy-to-use format. Offer item to other departments/divisions via City Share for at least two weeks. City share can be accessed via Laudershare at the following Hyperlink: City Share, or
- 2) Transfer will be made without reimbursement, except when allowed by resolution, law, ordinance, etc., or if the item is transferred, complete a 'Property Disposition and Release of Custody Control' Form (PC-2) and forward to the Finance Department. If there is no interest in the item, consider other disposal methods.
- 3) If the item has not been selected by another City department, contact Procurement Services with the item description.

b. **Return to manufacturer or supplier**

- 1) Contact the manufacturer or supplier. If the item can be returned, complete a "Property Disposition and Release of Custody Control" Form (PC-2) and forward to the Finance Department.
- 2) Contact the Finance Department regarding how to receive reimbursement for item.
- 3) If no return is possible, consider other disposal methods.

c. **Trade-ins**

- 1) Contact the dealer to work out details of trade-in.
- 2) Indicate availability of items for trade-in when new items are requested on a purchase requisition.
- 3) Procurement will notify the department when to release the trade-in item to the dealer.

- 4) Department will remove City Property Control tags prior to release of item to dealer.
- 5) Upon releasing an item to a dealer, complete a "Property Disposition and Release of Custody Control" Form (PC-2) and forward with City Property Control tags to the Finance Department.

d. **Sale**

All items to be sold will be handled by Procurement Services under competitive conditions, including newspaper advertising and sealed bids when necessary, unless otherwise stated.

e. **Auction**

- 1) Internet auctions are the preferred method of selling City surplus items. Procurement Services will assist with coordinating the logistics of offering the item(s) for sale through one of the on-line bidding sites that the City has contracted with.

- 2) Depending on which vendor is selected, the City's auctioneer will

Method 1: Pick-up the merchandise and take it to their warehouse where they will clean it, take pictures, and put it on their web site for sale, or

Method 2: The department will take the picture, write the description, and submit it to the City's auctioneer for them to put on their web site. If this method is chosen, the department will have to house the merchandise until it is sold.

f. **Garage Sale**

- 1) The City may sell surplus City materials or equipment worth less than \$250.00 by means of a 'garage sale' rather than competitive methods, upon approval of the City Manager.
 - a) Receive approval of City Manager
 - b) Establish a unit sale price
 - c) Advertise specified time and place in newspaper
 - d) Display materials to general public
 - e) Complete a "Property Disposition and Release of Custody Control" Form (PC-2) form and forward it to Finance Department and to Procurement Services

g. **Sale/Trade to Another Governmental Entity**

- 1) Any sale/trade to a public entity that is over \$100,000.00 requires City Commission approval.
- 2) Bidding is not required.
- 3) Procedure:
 - a) Determine item's fair market value
 - b) Get appropriate approval(s)
 - c) Make sale/trade arrangements with the other government entity
 - d) Complete a 'Property Disposition and Release of Custody Control' Form (PC-2) if necessary (see Exhibit)
 - e) If the item was traded, notify the Finance Department of new equipment

h. Unique/Unusual items

- 1) The City Manager may determine that a surplus item is of a unique or unusual nature (antique, collector's item).
- 2) Said item may be sold upon such terms and conditions as determined by the City Manager without competitive bidding.

i. Reduction to Scrap or Destruction of City Property

- 1) If an item is badly worn or broken, having such a low resale value that costs of storage, handling, care, and sale will exceed the expected return from the sale, the property can be reduced to scrap or destroyed.
- 2) **Procedure**
 - a) The department director must complete a 'Property Disposition and Release of Custody Control' Form (PC-2) and forward it to the Finance Department/Property Control.
 - b) Property Control Officer will determine whether an item is salvageable or will make arrangements with Procurement Services for sale as scrap.
 - c) Property Control Officer will remove all tags.
 - d) Originating department will complete the reduction or destruction.
 - e) Property Control will update the property records, if applicable.

j. Cannibalization

1) Defined as the use of an item as a source/supply for replacement parts.

2) **Procedure**

a) The department director will complete a “Property Disposition and Release of Custody Control’ Form (PC-2) and forward to the Finance Department.

Property Control will remove tags, update their property records, if applicable, and return the department copy of Disposition Form to department.

b) If cannibalization has been agreed upon by the appropriate department (for example, the Information Technology Division would address computer cannibalization), the City department will update their inventory records and proceed with cannibalization.

k. **Destroyed, Lost or Stolen Property**

Immediately report the loss to Finance on a ‘Property Disposition and Release of Custody Control’ Form (PC-2) form.

9. **Insurance**

The Finance Department shall notify Risk Management of any item covered by insurance that is disposed of, such as a vehicle or watercraft.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

and return the department copy of Disposition Form to department.

- a) If cannibalization has been agreed upon by the appropriate department (for example, the Information Technology Division would address computer cannibalization), the City department will update their inventory records and proceed with cannibalization.

b. **Destroyed, Lost or Stolen Property**

Immediately report the loss to Finance on a 'Property Disposition and Release of Custody Control' Form (PC-2) form.

10. **Insurance**

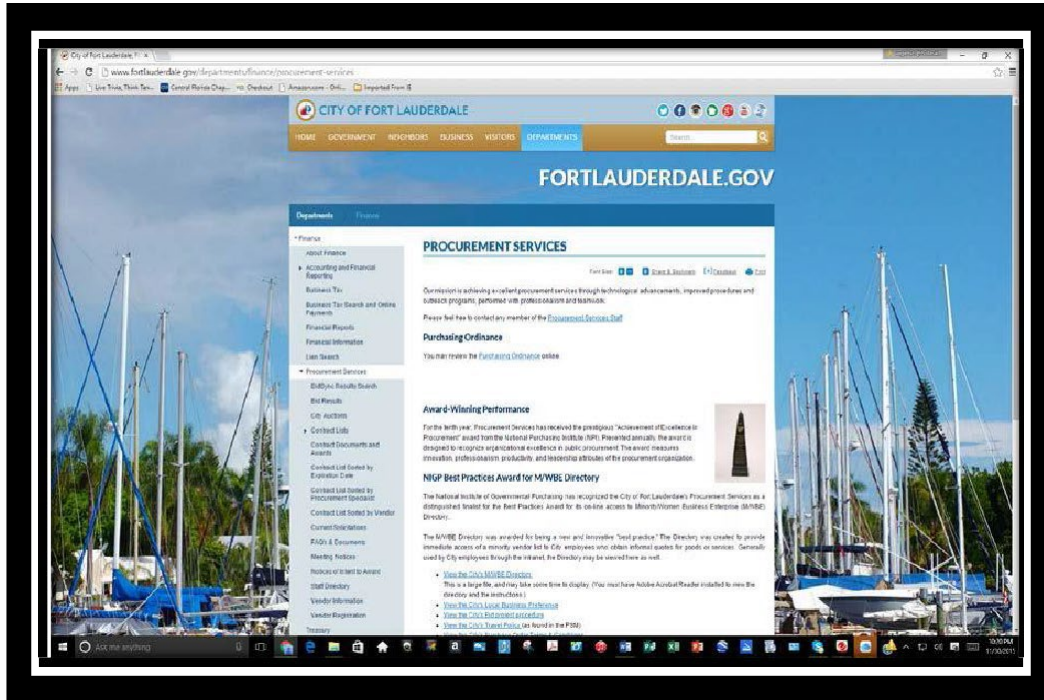
The Finance Department shall notify Risk Management of any item covered by insurance that is disposed of, such as a vehicle or watercraft.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

FF. Procurement Services' Website

Procurement Services' website includes valuable information and resources for staff and vendors. The direct address is:

<https://www.fortlauderdale.gov/procurement>



REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

GG. Procurement Forms

1. Procurement Card Application Form

Use this form when first applying for a City issued Procurement Card. Only full-time, permanent employees are allowed to receive a P-Card. The employee's immediate supervisor and department director must sign the application form. Forward signed form to Procurement Services, ATTN: P-Card Administrator.

2. Procurement Card Missing Receipt Documentation Form

Receipts are very important when purchasing with a P-card. They are to be attached to monthly statements for review by the cardholder's supervisor before they are able to sign off on purchases and Procurement Services during audits. If a receipt is misplaced, first try to get a duplicate from the supplier. If that is not possible, a Missing Receipt Documentation must be completed and attached to the statement.

3. Informal Quotation Form

- a. This form is to be used to document summaries of written quotes.
- b. **All blocks must be complete!** FOB point (FOB Destination only), delivery date, Shipping cost, or payment terms can determine the actual low bidder. If equipment is involved, a warranty period must be noted.
- c. The form must be completely filled out, including the acknowledgement of no conflict of interest.
- d. Attempt to solicit at least 3 good quotes; a 'no bid' is not acceptable, unless it is in writing by a vendor thought to be able to provide the goods or services.
- e. If the paperwork is not correct it will be returned, which may require a call to the vendor for additional information. Time is wasted when incomplete paperwork must be returned to the department.

4. Sole Source (Part II)

Use this form when requesting approval for a sole source purchase. This form has a space to state the justification for the request. The justification must address the following two key points:

- a. The selected vendor is the only known vendor that can provide this item (provide backup documentation to substantiate this)
- b. This is the only product / service that can fit the requirements of the department (state reasons).

The form must be completely filled out, including the acknowledgement of no conflict of interest. This form shall be signed by the supervisor / department director and forwarded to Procurement Services along with the requisition.

5. Vendor/Product Performance Form

- a. When a vendor fails to deliver goods or services to the satisfaction of the end user, such as inferior or unsuitable products or long lead times, etc., the Department should first contact the vendor via e-mail, identifying the performance issue(s) and steps required by the vendor to come to an agreeable

resolution. If, after contacting the vendor, a satisfactory action is not received by the reasonably requested date and time, the Department shall complete the Vendor/Product Performance Form and document in detail, the steps taken above. The Department can then forward the vendor performance form to Procurement Services for appropriate action . Use this form to report problems or concerns such as:

- Late delivery
 - Poor quality/service
 - Failure to respond to letter or call
 - Failure to meet specifications
- b. It is very important that this form be completed and submitted to Procurement Services. Procurement Services cannot assist in correcting the problem if the vendor is not given an opportunity to 'cure' the issue(s) if the problem is not promptly and properly reported.
- c. The form can also be used to report instances when the vendor was impressive as well. If the vendor's service or product was outstanding and others should be informed, comment on the form and submit it to Procurement Services.
- d. After the problem is resolved, the form and supporting documents will be filed with Procurement Services' and the respective Department. When in the process of potentially conducting (new) business with a vendor that is unfamiliar or just checking on a vendor in general, vendor performance forms / past documented issues may be utilized.

An e-mail is forwarded to the assigned City department employee responsible for reviewing the bid, along with bid tabulation results. The end user is to review the bid tabulation, check references and any required licenses. The end user must then reply via e-mail with their confirmation of award recommendation back to Procurement Services indicating which vendor they recommend for award. If the vendor being recommended for award is not the low bidder, documented proof of (including documented vendor performance issues) must be provided in addition to reasons for non-award to the apparent low bidder. The Department Director must be prepared to support Procurement Management Services in all recommendations for award, to the City Commission or in the event of a bid protest.

6. Bid Recommendation Form

This form is forwarded to the City department along with bid tabulation results. The end user is to review bids and send their recommendation back to Procurement Services indicating which vendor they recommend for award. This form must also be signed by the department director.

HH. UNIFORM GUIDELINES ON CONTRACT ADMINISTRATION AND CONTRACT MANAGEMENT

1. Contract Administration

Procurement Services Department is responsible for:

- a. Drafting the Contract.
- b. Routing contract for execution to obtain required approvals and signatures.
- c. Securing the initial required bond(s) and insurance certificate per the solicitation requirement, when applicable, at time of contract execution.
- d. Monitoring and tracking of contract commencement date, expiration date, term, renewals, and extensions.
- e. Maintaining contracts and related documents in the ERP contract module.
- f. Assisting City departments with contractual matters, disputes, or conflict resolutions, including sending written correspondence to the contractor, such as a notice to cure, breach of contract, termination for convenience, and termination for cause.
- g. Reviewing contracts with City Departments to identify proper course of action regarding contract management.
- h. Contract modifications and amendments.
- i. Evaluate potential risks (financial, technical, legal, operational).
- j. Develop strategies to mitigate risks in the contract.
- k. Select appropriate contract type (fixed-price, cost-reimbursable, time & materials, etc.).
- l. Archiving contracts according to State of Florida's public records retention.

2. Contract Management

City Department is responsible for:

- a. Clearly defining contract scope, deliverables, schedule, and performance measures.
- b. Available budget to complete the project.
- c. Monitoring vendor performance, tracking contractor progress against milestones, KPIs, and deliverables.
- d. Conducting vendor performance evaluation.
- e. Vendor compliance with the contract terms and conditions.
- f. Ensuring during the term of contract all bonds (i.e. performance, payment, surety, warranty, maintenance, etc.) and insurance certificate for policies such as, but not limited to, automobile, professional liability, general liability, or worker's compensation, etc. are valid and for the proper dollar amount, as required by the contract, including any additional insurance policy, bond rider, and increase to insurance and bond limit as a result of a change order, amendment, or task order.
- g. Managing projects.
- h. Timely receiving goods and services in the ERP System.
- i. Inspect deliverables for quality assurance.
- j. Match invoices against deliverables and approve only when verified.
- k. Timely processing of invoice, as provided by §218.74, Florida Statutes, also known as the Local

Government Prompt Payment Act.

- l. Change Orders, Task orders, and Amendments thereto.
- m. Holding a post-award meeting to align expectations.
- n. Ensuring the contractor complies with applicable laws, safety requirements, and labor standards.
- o. Maintaining comprehensive files: communications, invoices, and performance evaluations.
- p. Continuously identifying and monitoring risks (schedule delays, cost overruns, compliance failures).
- q. Developing and enforcing corrective action plans, when necessary.
- r. Escalating unresolved disputes to the Procurement Services Department and/or City Attorney's Office.
- s. Documenting performance for use in vendor responsibility determinations on future contracts.
- t. Verifying all deliverables and obligations are complete.
- u. Ensuring all claims and payments are settled.
- v. Collecting warranties, manuals, and final reports.