



PURCHASING POLICIES & PROCEDURES MANUAL

Purchasing and Contracts Division



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FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT
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Section 1: Introduction

Mission Statement

To provide proactive, ethical, transparent, and professional procurement services in support of City operations while delivering maximum value for each tax dollar expended within the parameters of all legal, economical, and budgetary requirements.

Vision Statement

To be recognized by our customers and colleagues as leaders in customer satisfaction by providing innovative solutions, value, and efficient processes and by embracing change as a means of continuous improvement for each purchase request.

1.1 General Statement

It is the goal of the City of Coconut Creek to develop a comprehensive purchasing system. This system should provide greater value, cost-effectiveness, public accountability, and transparency in the procurement process. The policies and procedures outlined in this manual shall apply to all Departments/Divisions involved with any procurement of goods, services including professional services, equipment, and construction for the City of Coconut Creek.

1.2 Purpose

The underlying purposes of this policies and procedures manual are:

- (1) To simply, clarify, and modernize the law governing procurement by the City;
- (2) To permit the continued development of procurement policies and practices;
- (3) To make as consistent as possible the procurement regulations among the various Department/Divisions;
- (4) To provide for increased public confidence in the procedures followed in public procurement;
- (5) To ensure the fair and equitable treatment of all persons who deal with the procurement system in the City;
- (6) To provide increased economy in procurement activities and to maximize to the fullest extent practicable the purchase value of public funds;
- (7) To foster effective broad-based competition within the free enterprise system;
- (8) To provide safeguards for the maintenance of a procurement system of quality, integrity, and transparency and
- (9) To obtain in a cost-effective and responsible manner the goods, services including professional services, equipment, and construction required by the City's departments in order for those departments to better serve the City's businesses and residents.

1.3 General Policies

- (1) All employees and/or appointed officials of the City who participate in the negotiation and approval of purchases and contracts are personally responsible for becoming familiar with and abiding by all applicable Florida State Statutes, City's Administrative Orders, and Code of Ordinances governing such activities.
- (2) The City's goal is to receive maximum value for the public dollar and to purchase in the best interest of the City. The City Commission reserves unto itself the final approval of all purchases in the amount of \$50,000.00 or more.
- (3) The City Manager or designee shall sign all contracts in excess of \$10,000.00 up to \$49,999.99, and anything \$50,000.00 or more as authorized by the City Commission.
- (4) Contract awards shall be made to the bid that provides the best value to the City, taking into consideration the vendor's/contractor's skill, business judgment, experience, facilities to carry out the contract and previous work and financial ability. The City reserves the right to waive irregularities, reject and/or accept any and all bids, in whole or in part, or take such action as serves the best interests of the City.
- (5) City officials and employees shall not become obligated to any contractor/vendor and must not participate in any City transaction from which they may personally benefit.
- (6) All qualified bidders shall be afforded equal opportunities to quote and shall compete on equal terms.
- (7) The City shall strive to maintain strong and enduring relationships with contractors/vendors of proven ability and with those who have a desire to meet the needs of the City.
- (8) Employees engaged in purchasing shall promote constructive competition by constantly seeking new bidders, obtaining several bids on almost everything purchased and developing more than one active source of supply for various products and services.
- (9) It is the intent of the City to buy only from contractors/vendors who have adequate financial strength, high ethical standards and a record of adhering to specifications, maintaining shipping promises and giving maximum service. New sources of supply will be given due consideration, as multiple sources of supply are necessary to ensure availability of materials.
- (10) The use of electronic media, including acceptance of electronic signatures, is authorized consistent with State of Florida and applicable City policy, Statutory, regulatory or other guidance for use of such media, so long as such guidance provides for:
 - a. Appropriate security to prevent unauthorized access to the bidding, approval, and award processes; and
 - b. Accurate retrieval or conversion of electronic forms of such information into a medium which permits inspection and copying.
- (11) Procurement information shall be a public record to the extent required by Florida Statutes as amended from time to time and shall be available to the public as provided in such Statutes.

1.4 Inter-Departmental Relations

Cooperation and understanding between departments is essential in the effective operation of the Purchasing and Contracts Division. The Purchasing and Contracts Division will establish and maintain close liaison with the departments in order to meet their purchasing needs and requirements. Every effort is made to purchase commodities in a timely manner and in accordance with the department's requirements.

1.5 User Department's Responsibilities

- (1) Enter requisitions or complete the P-Card Authorization form as outlined in this manual allowing sufficient lead time for a purchase order to be issued and the contractor/vendor to deliver goods or services.
- (2) Abide by the City's purchasing policies and procedures outlined in this manual.
- (3) Verify that funds have been allocated and are available for each purchase.
- (4) Advise the Purchasing and Contracts Division of special projects, grant requirements, or of special requirements in advance to avoid delays and to allow the Purchasing and Contracts Division adequate time to schedule.
- (5) Prepare clear and accurate technical specifications when needed for products or services.
- (6) Review responses and tabulations and prepare the Agenda Packet for City Commission award, when required.

1.6 Contractor/Vendor Relations

The City strives to develop effective relationships with contractors/vendors and encourages full and open competition wherever possible. All contractors/vendors are afforded equal opportunity to participate in public bidding. To avoid any perception of impropriety, the following guidelines should be adhered to:

- (1) Discussions with contractors/vendors should be open and general and shall not commit to preferences for any product or service, which might in any way compromise the City.
- (2) Any prices, proposals, quotations, or specific information received from contractors/vendors as part of the bidding or competitive selection process must not be disclosed until after the award of a contract or issuance of a purchase order, except as otherwise provided by State law.
- (3) Acceptance of gifts and gratuities at any time from residents or contractors/vendors is prohibited pursuant to City Administrative Order G-09. Employees must not become obligated to any supplier and shall not participate in any City transaction from which they may personally benefit.
- (4) The offer of any gratuity to an official or employee of the City by any vendor or contractor shall be cause for declaring such individual or firm to be an irresponsible vendor and may be grounds for suspension from bidding.
- (5) No employee shall obligate the City whereby said employee may derive income or benefits other than those provided as compensation from the City for their employment.
- (6) No City employee may have any financial interest in any purchase order or contract issued by the City of Coconut Creek and has an obligation to disclose.

1.7 Violation of Purchasing Policies

Violation of any provision of this manual, or purchasing resolution, or administrative orders shall be cause for disciplinary action. Disciplinary action may range from an oral reprimand to dismissal from City service depending upon the degree of violation. Furthermore, the City reserves all rights to pursue appropriate legal action to the fullest extent permitted by law.

1.8 Code of Ethics

1.8.1 Standards of Ethics and Conduct for Employees, Public Officials and Suppliers

As a public agency, the City of Coconut Creek adheres to strict laws, rules, the published and established Code of Ethics as adopted by the National Institute of Governmental

Purchasing, Inc. (NIGP) and the Florida Association of Public Purchasing Officers, Inc. (FAPPO), and ethical practices. To ensure that the public has confidence in the integrity of its government and to govern the conduct of all employees the following code of ethics shall apply to all City business:

- (1) *Ethical standards for employees.* Any attempt to realize personal gain through public employment by conduct inconsistent with the proper discharge of the City employee's or elected official's duties is a breach of the public trust.
 - a. *Failure to follow proper procurement procedures.* It shall be a violation of this section for any employee to order, contract for or purchase any materials, supplies or services except in strict compliance with all procurement procedures as provided herein or as established by administrative policy of the City.
 - b. All City employees and public officials shall follow Section 1-19 of the Broward County Ethics Code and Chapter 112 of the Florida Statutes and other applicable state law and applicable City policies.
- (2) *Ethical standards for non-employees.* Any effort to influence any public employee to breach the standards of ethical conduct set forth in this section is a violation of this section.
- (3) *Solicitation or acceptance of gifts.*
 - a. No City official or employee shall solicit or accept anything of value from any vendor or bidder, including a gift, loan, reward, promise of future employment, favor or service, based upon any understanding that the actions of that official or employee would be influenced thereby.
 - b. No bidder, supplier, vendor or contractor shall solicit acceptance or provide anything of value to any City official or employee.
- (4) *Doing business with the City.* No City officer, agent, employee nor any elected public official acting in his or her official capacity shall directly or indirectly purchase, rent or lease any realty, goods or services for the City from any business entity of which the officer or employee or the officer's or employee's spouses, parents, children, siblings, in-laws and/or registered domestic partners or in which the officer or employee or the officer's or employee's spouses, parents, children, siblings, in-laws and/or registered domestic partners, or any combination of them, has a material interest. No City official or employee, acting in a private capacity, shall rent, lease or sell any realty, goods or services to the City.
- (5) *Unauthorized compensation.* No City officer, agent or employee or his or her spouse or child shall, at any time, accept any compensation, payment or thing of value when that person knows, or with the exercise of reasonable care, should know, that it was given to influence action in which the official or employee was expected to participate in his or her official capacity.
- (6) *Conflicting employment or contractual relationship.* No City officer, agent, employee or their spouses, parents, children, siblings, in-laws and/or registered domestic partners through outside employment or contractual relationship shall have any financial interests in the profits of any contract, service or other work performed by the City; nor personally profit directly or indirectly from any contract, purchase, sale or service between the City and any person or

company through a relationship with any business entity which is doing business with the City. This section, however, shall not be construed to prevent any officer, agent or employee from accepting other employment or following any pursuit which does not interfere with the full and faithful discharge of the officer or employee's duties in his or her employment with the City, and as approved pursuant to City Administrative Order G-08(1), "Outside Employment Use of City Equipment".

- (7) *Contingent fees.* No City official or employee shall be retained, or shall retain a person, to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.
- (8) *Confidential information.* No City official or employee shall disclose or use any information not available to members of the general public and gained by reason of his or her official position for his or her personal gain or benefit or for the personal gain or benefit of any other person or business entity.
- (9) *Lobbying*
 - a. In accordance with Broward County Ethics Code Section 1-19 and City Code 901, during the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any city commission members, candidates for city commission, or any employee of the City. Contact should only be made through regularly scheduled commission meetings, or meetings scheduled through the Purchasing and Contracts Division for purposes of obtaining additional or clarifying information.
 - b. During a formal solicitation process, contact with personnel of the City of Coconut Creek other than the Procurement Official or designee regarding any such solicitation may be grounds for elimination from the selection process.

Section 2: Duties and Responsibilities



2.1 Purchasing and Contracts Division Responsibilities

The Purchasing and Contracts Division is responsible for establishing purchasing policies and coordinating the purchasing procedures for the City. Purchasing staff initiates the reports necessary to permit analysis of purchasing performance, consolidating the purchase of like or common items, analyzing prices paid for materials, services and equipment, and generally defining how to obtain savings. They also provide training and supervision for user departments as well as contract administration.

2.2 Function

- (1) Develop purchasing objectives, policies, programs and procedures for the acquisition of materials, equipment, supplies, services, including professional services, and construction.
- (2) Coordinate and supervise purchasing procedures of user departments.
- (3) Initiate reports necessary for analysis of purchasing performance.
- (4) Assist user departments with preparation of solicitations.
- (5) Provide contract administration unless otherwise administered by the user department.
- (6) Provide administration for the City's Procurement Card Program.
- (7) Ensure all purchases are made as per federal and state laws, purchasing resolution, City Charter and Code of Ordinances, when applicable.
- (8) Manage the sale of the City's surplus items.
- (9) Manage citywide contracts through the City's contract software and provide contract administration support to user departments.
- (10) Promote good will and public relations between the City of Coconut Creek and its contractors/vendors. Encourage full and open competition wherever possible. Assure fair and equitable business dealings with all contractors/vendors.

2.3 Objectives

- (1) To develop standardized specifications for use by all departments, improve purchasing practices and apply them when feasible.
- (2) To know all procurement laws and codes, and ensure purchasing personnel comply.
- (3) To assist departments procure the right materials, services, and equipment that will meet the department's requirements and provide the best value for the City.
- (4) To provide the departments with the right source to obtain needed products by maintaining good vendor relations.
- (5) To inform departments of market changes, new products, and other such factors.
- (6) To write manuals and supervise all departments in meeting their purchasing needs.
- (7) To provide transparent, fair, and equitable service to all persons involved in procurement and to provide safeguards to maintain the high quality and integrity of the procurement system for the City.

- (8) Ensure purchasers monitor all purchase requisitions as to funding, accounting information, and compliance with purchasing policies and procedures.
- (9) Provide training as required for the department users as updated software, techniques and shortcuts are established and installed.
- (10) To protect and enhance the reputation of the City of Coconut Creek and its employees.
- (11) To treat all members of the public equally with courtesy and impartiality, and refrain from granting any special advantage to anyone beyond what is available to all others.
- (12) To give efficient, productive, and economic service to the public.

2.4 Purchasing Values

Fiscal Accountability: To increase the efficiency of our City government through fiscal responsibility and prudence.

Leadership: In our thinking and in our actions; encouraging individual and team initiatives that exceed expectations and advocating what we believe in.

Innovation: To think broadly and long-term; to balance both city-wide and neighborhood responsibilities; to do more with limited resources.

Integrity: To demonstrate honesty and sincerity in all of our dealings, upholding only the highest ethical principles; to provide open and transparent communications to create an informed opinion.

Respect: For the needs of all residents, for all viewpoints, and for the diversity of our community.

Compassion: Sensitivity to, and meeting the requirements of all residents with special needs and interests, and those less fortunate.

Commitment: Fulfilling the vision and goals of the City.

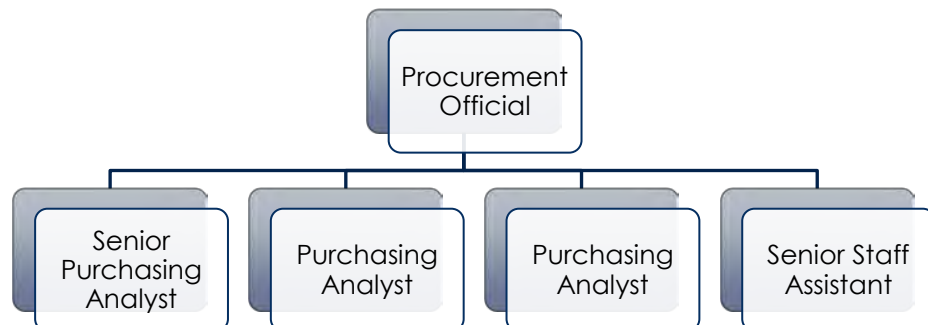
Teamwork: Working in full cooperation and a spirit of collegiality with staff, City Commission, residents, and contractors/vendors.

Sustainability: To contribute to a balanced community, economy and environment; to minimize our footprint of activities and to meet the needs of the present without compromising the ability of future generations to meet their own needs.

Excellence: In our service delivery, through a quality workforce; and to show pride in our efforts and the community in which we live and work.

2.5 Organization

The Purchasing and Contracts Division is under the Finance and Administrative Services Department and is organized as illustrated below.



Section 3: General Guidelines



Note: No supplies or services are to be ordered, received, or paid for without a Purchase Order, Blanket Purchase Order, Emergency Purchase Order or P-Card.

3.1 Purchasing Cycle

- (1) Recognize a need.
- (2) Requisition is developed.
- (3) Requisition submitted to Purchasing and Contracts Division.
- (4) Purchasing and Contracts Division reviews requisition for accuracy and completeness
- (5) If accurate and complete, Purchasing and Contracts Division checks to see if available from excess.
- (6) If not, Purchasing and Contracts Division determines method of procurement.
- (7) Purchasing and Contracts Division requests quotations or proposals.
- (8) Purchasing and Contracts Division may receive and tabulate bid quotations or proposal submittals.
- (9) User Department or the Purchasing and Contracts Division evaluates bid and makes recommendation for award.
- (10) Purchase order or contract is prepared by Purchasing and Contracts Division.
- (11) Purchase order or contract is mailed by Purchasing and Contracts Division.
- (12) Purchasing or user Department oversees administration of contract.
- (13) Surplus, salvage, or scrap is either re-allocated, recycled or land-filled.

3.2 Thought Process of a Purchase

- (1) Is this budgeted?
- (2) Is there a project code associated with this purchase?
- (3) Which procurement method do I use?
- (4) What back-up documentation do I need to submit?
- (5) Which purchasing threshold does this fall under?
- (6) What form of payment will the vendor accept?
- (7) Who needs to approve the purchase before I proceed?
- (8) Who will oversee the purchase through to conclusion?

3.3 Florida Statutes Applicable to Local Procurement Services

Please keep in mind that State Statutes are amended from time to time and this may not be a complete list and is intended to be a guide only.

F.S. 112.08	Procurement of Group Insurance for Employees and Public Officers
F.S. 119.071	General Exemptions from Inspection or Copying of Public Records [Public Records Relative to Bids/Proposals]
F.S. 163.01	Interlocal Cooperation Act of 1969
F.S. 218.391	Procurement of Auditing Services
F.S. 218.70	Local Government Prompt Payment Act
F.S. 255.05	Bond of Contractor Constructing Public Buildings
F.S. 255.0525	Requirements for Public Works Projects
F.S. 255.103	Construction Management or Program Management Entities
F.S. 255.20	Requirements for Contracts for Electrical Work over \$75,000
F.S. 255.0991	Contracts for Construction Services; Prohibited Local Government Preferences
F.S. 287.017	Purchasing Categories, Threshold Amounts
F.S. 287.055	Consultants' Competitive Negotiation Act (CCNA) – Acquisition of Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services; Definitions; Procedures; Contingent Fees Prohibited; Penalties
F.S. 287.057	Procurement of Commodities or Contractual Services
F.S. 287.0935	Surety Bond Insurers
F.S. 287.093	Minority Business Enterprises; Procurement of Personal Property and Services from Funds Set-Aside for Such Purpose
F.S. 287.133	Public Entity Crime; Denial or Revocation of the Right to Transact Business with Public Entities
F.S. 489	Construction Contracting
F.S. 713.01	Performance and Payment Bond Requirements



Section 4: Purchase Requisitions

4.1 Purchase Requisitions

The requisition is designed to assist the originating department with the purchase of supplies, materials and/or equipment, services. It must be initiated as the first step in the purchasing process. The purpose of the requisition is to:

- (1) Inform management of anticipated expenditures,
- (2) Advise purchasing of the need for supplies, materials, equipment, and services, and
- (3) Request purchase of these items.

Requests over fifty thousand (\$50,000) must be initiated at least ninety (90) days prior to the actual need. This allows the Purchasing and Contracts Division adequate time to review and issue solicitation of quotes, or competitive bids, or review potential piggyback opportunities through the State of Florida, General Services Administration (GSA), U.S. Communities, Co-op contracts, or contracts from other governmental entities.

4.2 Requisition Approval Levels and Routing

The originating department shall approve requisitions prior to the Purchasing and Contracts Division, the Finance and Administrative Services Department, and the City Manager, when applicable. Dollar limitations and policies are also provided for in the City's Charter, Code of Ordinances and in Resolutions. The table below illustrates the approval authority at the respective approval amount for all requisitions.

Approval Authority	Approval Amount
Procurement Official	\$0 to \$2,999.99
Chief Financial Officer	\$3,000 to \$9,999.99
City Manager	\$10,000 to \$49,999.99

4.3 Check Requests

4.3.1 Check Requests are generally issued for purchases consisting of memberships, publications, subscriptions, instructor payments, refunds, and education and training (registrations, lodging, airfare, etc.). A Check Request is not to be used in place of a purchase order or be used for "emergency" situations.

The following steps shall be followed for entering and approval of Check Requests:

- (1) Enter a requisition for the requested purchase and upload the required back-up to the City's financial system. In the description field, type the words "Check Request" at the end of the line item description.
- (2) Indicate the account number, project name, event, or service in the description field. This information is for internal purposes only. For example, if your requisition is for DJ services for the Butterfly Festival, your requisition description should indicate the event name. You may use a separate line item to enter the project name, event, or service.

- (3) Stamp the back-up with the “Send Check To” stamp (provided to each department) and indicate, in the appropriate box, if the check shall be mailed to the vendor or returned to the user department for distribution.

Note: All checks are mailed directly to the vendor, unless otherwise noted on the back-up by the user department.

- (4) All requisitions shall follow the requisition approval levels and routing.
- (5) The approved purchase order with back-up shall be forwarded to Accounts Payable for processing.

4.3.2 Turnaround Time

Checks are issued every Thursday by Accounts Payable. When requesting a check the following schedule shall be abided by:

(1) For Check Requests under \$10,000.00

Requisitions must be at the Purchasing Level for approval (including required back-up) by 5:00 p.m., Thursday to receive a check on the following Thursday.

(2) For Check Requests over \$10,000.00

Requisition must be at the Purchasing Level for approval (including required back-up) by 5:00 p.m., Wednesday to receive a check on the following Thursday.

Note: Any check needed on a shorter timetable will be considered an emergency and will require approval from the Chief Financial Officer or designee.

Section 5: Purchasing Levels / Thresholds



5.1 Purchasing Levels / Thresholds

As per the City's Charter, Code of Ordinances, and Resolutions, purchasing thresholds are limited to the following:

Purchase Amounts	Requirement
\$0.00 to \$2,999.99	No quotes required
\$3,000.00 to \$49,999.99	At least three (3) written quotations required
\$50,000.00 and over	Formal sealed bids required and approved by City Commission unless otherwise specified in this policy

5.2 Purchases Up to and including \$2,999.99

Requests for materials, supplies, equipment, and services require a purchase order and are processed through the City's financial software system. A purchase order number is assigned following approval of the purchase order. Purchases may also be procured with the City's Visa Procurement Card (P-Card).

There is no requirement for competitive quotes for purchases that are less than \$3,000.00. However, efficiently shopping for best price/value is encouraged regardless of dollar amount. Requests are usually approved the same day.

5.3 Purchases \$3,000.00 to and including \$49,999.99

Requests for materials, supplies, equipment, and services require a purchase order and are processed through the City's financial software system. Purchases may also be procured with the City's Visa Procurement Card (P-Card). Every effort must be made to obtain pricing from at least three (3) contractors/vendors offering the same material, supply, equipment, or service to ensure that the City receives pricing that is fair and reasonable. Requests \$3,000.00 and over are usually approved within forty-eight (48) hours.

Written Competitive Quotes are required for purchases of \$3,000.00 to \$49,999.99. Written quotes are to be sent to Purchasing and Contracts Division for review and approval. A purchase order number is assigned upon approval of the purchase order.

5.4 Purchases \$50,000.00 or more

Materials, supplies, equipment, construction, and services including professional services that have a total cost greater than \$50,000.00 must be procured through the formal competitive sealed solicitation process. The user department shall submit their bid specifications (a full and complete description of the supplies or services required) to the Purchasing and Contracts Division for review, processing, and formal bidding. The Purchasing and Contracts Division will then formally advertise the bid and ensure that responses are received from responsible sources in accordance with the City's Charter, Code of Ordinances, and Resolutions and applicable Florida State Statutes.

The piggyback process or the Southeast Florida Governmental Purchasing Cooperative may be used in lieu of the formal bid process.

5.5 Vendors Requiring a Deposit

It is the City's preference that all requests for deposits not exceed ten percent (10%) of the quoted total price. Any percentage amount requested exceeding the ten percent (10%) shall require approval from the Procurement Official or designee. In accordance with the City's P-Card Administrative Order.

Note: Failure to obtain a purchase order, or approval to use the City's P-Card for any purchase shall be considered an UNAUTHORIZED PURCHASE, if not handled in accordance with the City's P-Card Administrative Order.

Section 6: Purchase Orders



6.1 Purpose

The purchase order is a legal document authorizing the purchase of and subsequent payment for materials, supplies, equipment, construction, repairs and services. The purchase order number is the control and reference number on all purchases and it is to be entered on all receiving documents, invoices, and inquiries pertaining to items on order.

The purchase requisition serves to inform the Purchasing and Contracts Division of the needs of a specific user department and to correctly define the material or service requested. The purchase order is prepared from a requisition and entered into the City's financial software system. The requisition must follow the approval process before the Purchasing and Contracts Division can issue the purchase order.

6.2 Authorized Purchase Orders

The signed purchase order is the vendor's authorization to ship items as specified. It constitutes a binding contract between the City and the vendor. Descriptions on purchase orders must be in a clear and concise form in order to avoid any misunderstandings with vendors.

6.3 Distribution of Purchase Orders

Original signed purchase orders will be returned to the user department. It is the responsibility of the user department to mail, scan and email, or fax the approved purchase order(s) to the vendor. A record copy of the purchase order will be maintained in the City's financial system.

6.4 Blanket Purchase Orders

Blanket purchase orders are requested by departments for items that are used on a recurring basis. A predetermined dollar amount is required to cover a specific time period. The Blanket Purchase Order must state a specific time period, (example: semi-annually or annual). A "Not to exceed amount" must be entered on the requisition. The maximum individual purchase shall not exceed \$500.00. The description should start with the account number provided by the vendor, if there is not an account number the purchase order should start with, "Blanket Purchase Order".

To protect the City's interest against liability exposure with service agreements, contractors are required to furnish insurance, licenses, and permits; therefore, blanket purchase orders are not recommended for use to procure such services.

Blanket purchase orders may be awarded without competition; however, it is recommended that the using departments monitor market trends to ensure cost effective buying and to dispense City business to contractors/vendors that are competitive and able to meet the quality and delivery requirements. Purchasing and Contracts Division will provide commodity and supplier information upon request.

Blanket purchase orders should not be used for:

- (1) Item(s) over \$500.00 each
- (2) Capital outlay equipment
- (3) Membership dues
- (4) Tuition reimbursement
- (5) Subscriptions
- (6) Annual requirement contracts

- (7) Hazardous chemical services or providers (Material Safety Data Sheets (MSDS) required)
- (8) High risk services
- (9) Reoccurring purchases from same supplier

6.5 Master Purchase Orders

Master Purchase Orders are used for services, leases, etc. (example: electricity or copiers). A predetermined dollar amount is required to cover a specific time period. The Master Purchase Order must state a time period, (example: semi-annually or annual). A "Not to exceed amount" must be entered on the requisition.

6.6 Operational Emergency Purchase Orders

An emergency condition is a situation that creates a threat to public health, welfare, or safety. The existence of such condition creates an immediate and serious need for supplies, services or construction that cannot be met through normal competitive procurement methods and the lack of which would seriously threaten:

- (1) The functioning of City operations;
- (2) The preservation or protection of property; or
- (3) The health or safety of any person.

In those cases where an emergency situation exists, the quote and bid requirements may be waived in accordance with these policies and procedures. To obtain an emergency purchase order, call or email the Purchasing and Contracts Division and provide the following information: (1) Your name, (2) Department/Division Name, (3) Vendor Name, (4) Description of Supply or Service to be procured, and (5) briefly describe the nature of the emergency.

If an emergency condition exists the Chief Financial Officer or Procurement Official or designee shall authorize approval of the purchase. The Purchasing and Contracts Division shall maintain a log of emergency purchases.

6.6.1 Departments shall not abuse the emergency purchasing procedures or otherwise use them to purposely circumvent established purchasing procedures. Failure to anticipate normal needs or project deadline dates or a desire to expend excess or remaining budgeted funds prior to year-end does not constitute an emergency.

6.6.2 Emergency Purchase Orders on Nights, Weekends, or Holidays

Should an emergency occur other than during normal work hours, the user Department/Director or designee shall act to secure the necessary materials or service, and shall have the authority to authorize purchases not to exceed \$2,999.99. In the event the estimated cost of the emergency purchase exceeds \$2,999.99 the Department Director or designee shall obtain approval from the Procurement Official, Chief Financial Officer, or the City Manager.

6.6.3 Emergency Purchases of \$50,000 or more

Emergency purchases of \$50,000 or more require Commission Approval or may be approved by the City Manager or designee and ratified by the City Commission at the earliest possible opportunity.

6.7 Internet Purchase

To protect the assets of the City, it is important to use caution when purchasing goods or services over the Internet. The supplier should be provided with a purchase order number (obtained through the requisition process) and the City's tax exempt certificate, if a Florida supplier, to ensure goods are received and meet specifications before payment is made. If payment must be made by use

of a P-Card, extreme care is to be exercised to ensure the vendor is legitimate and the user understands the return policy in case the goods do not meet their demand.

6.8 Purchase Order Standard Terms and Conditions

The following terms and conditions are applicable to Purchase Orders entered into by and between the City of Coconut Creek, Florida ("City") and Vendor ("Seller"). By acceptance of a Purchase Order the Seller agrees and accepts the terms and conditions stated herein.

- (1) The City of Coconut Creek is tax exempt from Federal Excise and State of Florida Sales Tax. The City's Consumer's Certificate of Exemption number is 85-8012557738C-1.
- (2) The delivery of goods and/or services within the time specified is of essence of the Purchase Order. City shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the time(s) specified. In the event Seller fails to make timely shipment, City shall have the right to purchase elsewhere and unless the delay was caused by unforeseeable circumstances beyond Seller's control, Seller shall reimburse City for any additional charges incurred.
- (3) All purchases are F.O.B. destination, freight prepaid by Seller unless otherwise stated on the Purchase Order. Collect shipments will not be accepted. Partial shipments must be covered by separate invoices.
- (4) All packages must bear the City's Purchase Order number on the shipping label.
- (5) The risk of loss, injury or destruction, regardless of the cause shall be borne by the Seller until delivery of goods to the specified destination, and inspection and acceptance of the goods by City. Rejected goods will be returned to Seller at Seller's risk and expense.
- (6) Title of goods shall pass to City upon acceptance.
- (7) If the Purchase Order has been issued in accordance with a specific contract, all terms, conditions and provisions of such contract must be strictly observed in addition to the general conditions herein described.
- (8) All City review, application, permit or inspection fees are waived. All county, state or federal fees and permits shall be applied for and paid by the Seller as necessary.
- (9) Seller warrants that the goods, services and/or workmanship furnished and/or delivered pursuant to the Purchase Order shall:
 - a. Conform in all respects to the description and specifications contained in the Purchase Order;
 - b. Be merchantable and fit for the ordinary purposes for which such goods are used or intended to be used;
 - c. Be new and not secondhand, or good quality and free from defects whether latent or patent in material or workmanship; all material and workmanship is warranted for a minimum of one (1) year from date of acceptance by City unless otherwise stipulated herein;
 - d. Be free from any security interests, liens or encumbrances; Seller warrants that it has good and marketable title to the goods delivered hereunder;
 - e. Comply with the requirements of all applicable federal, state and local laws and regulations;
 - f. Not infringe upon or violate any copyrights or patent rights.

- (10) No warranty, either expressed or implied, may be modified, excluded or disclaimed in any way by Seller. All warranties shall remain in full force, notwithstanding acceptance and payment by City.
- (11) Seller shall indemnify and hold harmless the City Commission, the City of Coconut Creek, its agents, officials, employees and assigns from and against all claims, damages, losses, expenses, and liabilities arising out of the operations of Seller pursuant to the Purchase Order specifically including, but not limited to, those caused by or arising out of a defective condition in the goods, whether patent or latent, provided that such defect existed at the time of shipment by Seller; the negligence of Seller in the marketing, sale, and/or provision of the goods and/or services under the Purchase Order. Seller agrees to pay all damages, costs and attorney's fees incurred in the defense of any such claim. This section shall not be construed as consent to be sued by any third parties in any matter arising out of this Agreement. The foregoing indemnification and release shall survive the termination or expiration of this Agreement.
- (12) Seller is expressly prohibited from delegating its duties and obligations or transferring or assigning its rights hereunder without the prior written approval of City.
- (13) Seller certifies that all materials, equipment, etc. supplied under terms of the Purchase Order meets all OSHA requirements. Seller further certifies that, if the materials, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements, shall be borne by the Seller.
- (14) Due to the potential liability exposure for the purchase of chemicals, pesticides, solvents, building repairs and maintenance, construction, or anything that will use Seller's labor shall not be undertaken without a review by Risk Management and the acquisition of the necessary documents.
- (15) The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the United States District Court for the Southern District of Florida.
- (16) The Purchase Order contains the entire understanding of the parties relating to the subject matter hereof, superseding all prior communications. The Purchase Order may not be changed except by written amendment signed by authorized agents of both City and Seller.
- (17) The City can cancel at any time with thirty (30) days notice to Seller in writing. City will be responsible for payment of any goods, services received by City up to the date of cancellation.
- (18) The awarded vendor and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force at their own expense insurance as required by the City.

6.9 Change Order Form

(1) Purpose

Change orders provide a method for amending existing purchase orders, blanket and master purchase orders. Change orders are initiated for purposes of adjusting quantities, price changes, addition or deletion of items, account number corrections, cancellations, or changes relating to shipping.

(2) Change Order Form

The change order form is a template and shall be used for any change to regular purchase orders, blanket, and master purchase orders.

(3) Procedure

The department requesting the change order shall complete the change order form, attach all required backup documents and submit the form to the Purchasing and Contracts Division for processing.

(4) Payments Exceeding the Purchase Order Amount

The Finance and Administrative Services Department will process payments that exceed the purchase order amount up to \$500.00 or ten percent (10%) of the purchase order amount, whichever amount is less. Chief Financial Officer or designee approval is required for all other payment amounts that exceed the limits of a Purchase Order and do not come with a change order.



Section 7: Unauthorized Purchases

7.1 Unauthorized Purchasing Practices

An unauthorized purchase occurs when any employee of the City orders, contracts for or buys any materials or supplies outside the purview of the City Charter, Code of Ordinances, Purchasing Resolution and/or Purchasing Policies and Procedures Manual. Any individual making an unauthorized purchase may be held personally liable for payment and/or subject to disciplinary actions as appropriate, which may include termination. Such individual may also be prosecuted. The following are unauthorized purchasing practices:

- (1) Committing to receiving of a purchase prior to securing an authorized purchase order and entering a requisition after a purchase is made. This shall be waived only if the purchase is emergency in nature and the Department Director gives a direct order to the employee. If a purchase of this nature exists, then the user department must enter a requisition no later than twelve (12) noon of the following workday, with an explanation from the Department Director as to why the purchase was necessary.
- (2) Artificially dividing purchases into multiple segments in an attempt to issue single orders below the dollar threshold requirements as established herein (also known as “stringing” or “splitting purchase orders”).
- (3) Purchasing any supplies or services above the thresholds delineated herein directly from a vendor, bypassing the purchasing approval authority thresholds.
- (4) Obtaining items available on an existing City term contract from a supplier that does not hold the contract.
- (5) Providing false information such as false quotations (without actually contacting and obtaining a quotation, bid or proposal from a vendor).
- (6) Adding unauthorized purchases to previously approved purchase orders without approval of the appropriate approval authority and subsequently modify the purchase order.



Section 8: Competitive Sealed Solicitations

PURCHASES OVER \$50,000.00

8.1 General

Formal sealed bids and proposals are the most effective procedures for soliciting competitive prices from contractors/vendors in the public (governmental) purchasing sector.

8.2 Invitation for Bids (IFB)

A formal Invitation for Bids (IFB) is a written solicitation for competitive sealed bids, which specifically defines a commodity, service, or construction. The IFB should include detailed product or service specifications, technical specifications, general terms and conditions, special terms and conditions, bonding and insurance requirements, delivery, and time and place for formal opening.

8.3 Request for Proposals (RFP)

A formal Request for Proposals (RFP) is a written solicitation for competitive sealed proposals and is used when there is a lack of definitive specifications. The RFP includes scope of services or statement of work, evaluation criteria, general terms and conditions, special terms and conditions, and time and place for formal opening.

8.4 Invitation to Negotiate (ITN)

An Invitation to Negotiate (ITN) is an advertised solicitation for formal competitive proposals, which seeks one (1) or more respondents with whom the City shall commence negotiations for the procurement of commodities or contractual services. The ITN is used when the City determines that further negotiations may be necessary for it to receive the best value. The City may negotiate with more than one (1) respondent simultaneously.

8.5 Request for Qualifications (RFQ)

An RFQ is a formal competitive advertised solicitation method that typically describes a project in enough detail to let potential contractors/vendors determine if they wish to compete. The RFQ forms the basis for requesting all documents, whether attached or incorporated by reference, utilized for obtaining qualifications and performance data, including but not limited to financial capability, reputation, experience and competency from which the most highly qualified vendor(s) can be identified.

8.6 Letter of Interest (LOI) (Request for)

An LOI is a formal competitive advertised solicitation method for selecting a vendor whereby all contractors/vendors are invited to submit a summary of their qualifications and state their interest in performing a specific job or service.

8.7 Time and Materials and Labor-Hour Contracts

Time and materials and labor-hour contracts are the least preferred contract method for the City. Time and materials and labor-hour contracts is a standard phrase in a contract for construction, or any other piece of work in which the City agrees to pay the contractor/vendor based upon the time spent by the contractor's/vendor's employees and subcontractors employees to perform the work, and for materials used in the construction, no matter how much work is required to complete construction.

Section 9: Cone of Silence



9.1 Prohibition On Communication

9.1.1 “Cone of Silence” means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB), or other competitive solicitation between:

- a. Any person who seeks an award therefrom, including a potential vendor or vendor’s representative, and
- b. The City Commission, City Attorney, City Manager, and all City employees, and any non-employees appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact with anyone other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, “vendor’s representative” means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

9.1.2 The Cone of Silence shall be applicable to each RFP, RFQ, IFB, or other competitive solicitation during the solicitation and review of responses. At the time of issuance of the solicitation, the Procurement Official shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

9.1.3 The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

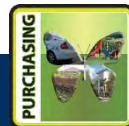
9.1.4 Nothing contained herein shall prohibit any potential vendor or vendor’s representative from:

- a. Making public presentations at duly noticed pre-bid conferences or at meetings before a duly noticed Selection Committee;
- b. Communicating with the City Commission during any duly noticed public meeting;
- c. Communicating verbally or in writing with any City employee or official for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RFQ, IFB, or other competitive solicitation documents as the Procurement Official;
- d. Communicating in writing with the Procurement Official or other staff person specifically designated in the procurement document.

The potential vendor or vendor’s representative shall deliver a copy of any such written communication to the Office of the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RFQ, IFB, or other competitive bid document number.

9.1.5 Any violation of this rule shall be investigated by the Procurement Official and the City Attorney’s Office and/or the City Manager’s Office and may result in disqualification of said violating potential vendor or any recommendation for award, or any RFP award, or IFB, or RFQ award to said violating potential vendor or vendor’s representative being deemed void

or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to penalties up to and including debarment. In addition, to any other penalty provided by law, violation of this rule by a City employee shall subject the employee to disciplinary action up to and including termination.



Section 10: Invitation for Bids (IFB)

COMPETITIVE SEALED BIDS

10.1 Definitions

(1) Responsive Bidder

A contractor, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB and all its requirements; including all form and substance.

(2) Responsible Bidder

A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

10.2 Specifications

The user department shall submit specifications to the Purchasing and Contracts Division. The specifications shall consist of a full and complete description of the supplies or services, technical requirements, bonding requirements, grant requirements, construction plans, and etcetera. The specifications shall be reviewed and incorporated into a bid document. The bid document may be presented to the Bid Specifications Committee for review.

10.3 Specification Development

A well written specification should describe the commodity or service required in terms clearly understandable to both the seller and the City. A lengthy specification composed or designed solely for the purpose of eliminating competition other than those able to supply a particular brand name will not be used. Specifications shall be detailed only to the extent that they assist the purchaser in obtaining the best value, provide a basis for full and fair competitive bidding upon a common standard and should be free from any restrictions which would have the effect of restricting competition. Use the following as guidance when preparing specifications:

- (1) State exactly what is wanted clearly, definitely and completely.
- (2) Provide the means or basis for testing deliveries for conformance with the specifications. Without this check, the specification loses most of its force as a purchasing tool.
- (3) Avoid non-essential quality restrictions that add to the cost and difficulty in procurement without adding to utility and value.
- (4) Avoid definitions that unnecessarily restrict competition.
- (5) Conform, as far as possible, to established commercial and industrial standards.

10.3.1 Types of Specifications:

- a. **Performance** – Specifications which describe the characteristics and capabilities that are pertinent to the intended use of the item. This specification is less concerned with how a product is made, and more concerned with how well it performs, and at what cost.
- b. **Design** – Specifications which employ dimensional and other physical requirements of the item being purchased. This type of specification concentrates on how a

product is to be fabricated or constructed and is used when a structure or product has to be specially made to meet the purchaser's unique need.

- c. **Approved Products List** – Specifications based on manufacturer's names, brand names, and model or catalog numbers which have been tested or examined and approved, prior to seeking prices.
- d. **Sample** – Specifications requiring the supplier to furnish representative samples of products offered for the City's comparison and evaluation in determining the successful bidder.
- e. **Name Brand "Or Equal"** – Specification wherein the exact product of one or more suppliers or typical workmanship is designated as the level of quality desired, and the purchaser reserves the right to approve any other as equal or acceptable.

10.4 Bid Bonds

Bid bonds may be prescribed in the public notice (legal advertisement) inviting bids. Unsuccessful bidders shall be entitled to the return of their bid bond. A successful bidder shall forfeit any surety upon failure on the part of the bidder to enter into a contract within ten (10) days after the award.

10.5 Contractor/Vendor Selection – Invitation List

A contractor/vendor list sufficient to generate at least three (3) responses is required for all purchases over \$50,000.00 or more. Potential contractors/vendors may be located by using the following resources:

1. City's Vendor Database	2. Thomas Register
3. State Purchasing Contracts	4. McRae's Blue Book
5. Product Catalogs	6. Department Recommendation
7. Telephone Directories	8. Trade Journals
9. Purchasing Records	10. Salesperson

10.6 Public Notice

Adequate public notice of the IFB shall be given a reasonable time, not less than ten (10) calendar days prior to the date set forth in the bid document for the opening of bids. The Purchasing and Contracts Division shall formally advertise the IFB in newspapers of general circulation, websites designated and maintained for such notifications or on the Purchasing and Contracts Division webpage via the City's eBid System, or in other publications as deemed necessary by the user department Director or designee. Publications in newspapers of general circulation must occur at least one (1) time, with the notice published in the "Legal Notices" section of the newspaper at least ten (10) days prior to the bid opening date. Notices published on websites must be posted immediately upon release of the Invitation for Bids, and remain available to the public until the scheduled bid opening date and time. Said notice shall state the place, date and time of the bid opening. When the projected cost of a City construction project exceeds the bid threshold set forth in Section 255.0525(2) Florida Statutes as may be amended from time to time, bids for that project shall be advertised in accordance with procedures outlined in said Statute.

10.7 Internet Notice

Notice of all formal solicitations will be posted in the City's eBid System located on the Purchasing and Contracts Division webpage. Potential bidders may download the IFB at no cost. Bidders will be required to register their company information prior to receiving access to the bid documents.

10.8 Pre-Bid Conference

Pre-bid conferences shall comply with the State of Florida's Sunshine and Public Records Laws. Reasonable notice of the date, time, and place of the meeting shall be given. The meeting shall be recorded. The meeting records shall be available for public review by submitting a public records request to the City.

A pre-bid conference may be held whenever deemed appropriate by the Purchasing and Contracts Division with all bidders and concerned project personnel on complex procurement projects. The primary objective of such a conference is to provide a clear understanding of instructions to bidders relative to drawings, specifications, local conditions, location of the work, and basic construction methods or work requirements. A site visit may be scheduled following the conference if it is deemed beneficial for clarification of the specifications.

10.8.1 Benefits derived from the pre-bid conference are:

- (1) The number of changes in specifications can be reduced.
- (2) Competition may be stimulated by interesting more prospective contractors/vendors.
- (3) Conferences tend to ensure that qualified contractors/vendors will submit bids and tend to discourage submission by contractors/vendors who are not qualified to perform the work or supply of goods.
- (4) An opportunity is given to discuss schedules. This is particularly valuable when hard to get or special materials and equipment are involved.
- (5) An opportunity is given to explain policies and requirements with respect to procurement methods, competitive bidding and negotiation, quotation qualifications and conditions, price provisions in solicitations and any resulting contractual agreements, and the determining factors in making awards.

10.8.2 Procedures for conducting the pre-bid conference:

- (1) An announcement of the conference shall be included with the IFB.
- (2) The conference should be a formally announced meeting with bidders.
- (3) The conference should be attended by personnel qualified to answer completely and accurately all questions relating to matters such as contract provisions, design and specifications, and production technique that are expected to be discussed.
- (4) A formal record shall be made of persons attending and the organizations represented through the use of a sign-in-sheet.
- (5) It is important that persons attending be clearly informed that no oral statement from any person which modifies plans and specifications will in any manner or degree, be considered official until covered in an addendum to the IFB.

10.8.3 Site visits:

It may be a requirement for bidders to inspect the proposed work location. The user department will be available to direct bidders after the pre-bid conference or by appointment. Bidders are required to contact the Purchasing and Contracts Division and set up a site visit for each location listed in the IFB. Bidders shall submit all questions to the buyer listed in the IFB. City staff will not address questions during the site visit.

10.9 Addenda

After an invitation for bid is issued and before the bid opening, the Purchasing and Contracts Division may issue one (1) or more written addenda for the purpose of clarifying specifications or

other matters relating to the bid. The Procurement Official or designee may establish a deadline for written questions concerning the bid, after which time, no additional questions will be accepted. All addenda shall be issued at least seven (7) calendar days prior to the bid opening date. If there is not sufficient time, an addendum will be issued changing the bid opening date.

10.10 Receiving Bids

Bidders shall submit their bid electronically through the City's eBid System no later than the time and date stated in the IFB. If required, original bid bonds shall be submitted to the Office of the City Clerk and shall be date and time stamped in. All bid bond envelopes shall be retained and stored securely until the public bid opening date and time.

10.11 Only One (1) Bid Received

When only one (1) bid is received, the following steps are necessary:

- (1) Communicate with user department to see if bid-opening date is to be extended. The one (1) bid response will be returned unopened if the option is accepted.
- (2) Procurement Official or designee shall inquire of those who submitted a Statement of No Bid to determine the reason for lack of response.
- (3) The City may award to the sole responsive and responsible bidder, conduct negotiations with the sole responsive and responsible bidder, or re-bid, whichever is in the best interest of the City.

10.12 No Bid

On occasion, the IFB will receive no responses. In those cases, these steps will be followed:

- (1) Extend bid opening date.
- (2) Procurement Official or designee shall inquire of those who submitted a Statement of No Bid to determine the reason for lack of response.
- (3) Contact the user department to determine if rebid is desired, using information obtained from vendor survey.
- (4) Complete Agenda Item to reject all bids.
- (5) Review specifications and bid list, if decision is made to rebid.
- (6) Revise bid documents where appropriate.
- (7) Initiate the bidding process per regular procedures.
- (8) If time is of the essence due to the health and safety of the public, the Procurement Official or designee shall have the authority to negotiate terms and pricing with firms which provide the goods or services sought. See Section 6 – "Purchase Orders", Item 6.6 – "Emergency Procurements" of this Policy.

10.13 Public Bid Opening and Recording

The Procurement Official or designee shall conduct the bid opening and record and develop a set of minutes for each bid opening. The bid submittals will be opened publicly in the presence of one (1) or more witnesses at the date, time, and place stated in the Legal Notice and Invitation for Bids. Each bid shall be open to public inspection within the time frame specified in Chapter 119, "Public Records", Florida Statutes as may be amended from time to time. The Procurement Official or designee will read aloud the following:

- (1) Date and time
- (2) The title of the bid

- (3) City Representatives in attendance
- (4) The names of firms who have submitted bids
- (5) The dollar amounts submitted by firms (if applicable)

10.14 Late Bids

Any bid received after the time and date set for receipt of bids is late. The responsibility for submitting a bid through the City's eBid System on or before the stated date and time is solely and strictly the responsibility of the bidder.

10.15 Bid Acceptance and Evaluation

Bids will be unconditionally accepted without alteration or correction. Bids shall be evaluated based on the requirements set forth in the IFB, which may include criteria to determine acceptability such as inspection, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total life cycle costs, etc. The IFB shall set forth the evaluation criteria to be used, including but not limited to past performance. No criteria may be used in the bid evaluations that are not set forth in the IFB.

10.16 Correction or Withdrawal of Bids

Cancellation of awards, correction or withdrawal or inadvertently erroneous bids before or after award or cancellation of awards or contracts based on such mistakes may be permitted where appropriate. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Procurement Official after consultation with the City Attorney. The City's decision shall be final.

10.17 Waiver of Informalities

Bids may be defective in that they fail to provide certain information requested by the invitation. "Minor" informalities may be corrected by allowing the bidder to furnish the information prior to award, or by waiving them if time does not permit their correction.

The difference between a minor informality and a failure to conform to the essential requirements of the IFB may be difficult to determine without legal advice. The decision to allow the defect to be corrected will be judged according to the fundamental principle: Is it in the best interest of the City to do so and will it be prejudicial to the interests of the other bidders. The decision will depend on the unique circumstances of the IFB and therefore will be determined on a case by case basis.

The City reserves the right to waive any bid informalities when deemed in their best interest.

10.18 Rejection of Bids

A bid response which fails to provide the required forms or which does not comply to the terms and conditions of the IFB may be considered non-responsive and rejected. Bid submittals which contain an alternate bid shall not be considered responsive and may be disqualified, unless the solicitation specifically authorizes the submission of alternate bids. The following reasons may be considered causes for rejection:

- (1) All prices too high or unbalanced.
- (2) Sufficient funds not budgeted or available.
- (3) An error in the specification has caused sufficient confusion and misunderstanding among bidders.

- (4) The item on which bids were requested is not needed.
- (5) Lack of adequate competition.
- (6) Noncompliance of specifications.
- (7) Submission of more than one (1) bid in response to a single invitation.
- (8) Lack of adequate work history and/or work experience.

Bid responses shall be rejected for any of the following reasons:

- (1) Does not comply with applicable law.
- (2) Does not provide what the City seeks to acquire (either too much, or too little).
- (3) Contains a material defect (waiver would give the bidder a competitive advantage over the other bidders.)
- (4) Required documents not submitted with bid response.

10.18.1 Notification of Rejection

Unsuccessful bidders shall be advised by formal correspondence of the reasons for rejection.

10.19 Bid Tabulation

The Purchasing and Contracts Division will prepare a bid tabulation of all bids and post the tabulation on the eBid System. Each bid shall be open to public inspection in accordance with the Florida Public Records law. Copies of the submittals and the tabulation will be forwarded to the user department for review of technical requirements.

10.20 Bid Review

After the bid opening, copies of the submittals, tabulation, completed reference surveys and all pertinent documents are forwarded to the user department for review. The user department is required to thoroughly review each bid for compliance with specifications. Bid items not meeting minimum specifications should be rejected. In general, the lowest responsive and responsible bid meeting specifications should be awarded the contract, if it provides the best value to the City.

10.21 Tie Bids

Tie bids are responsive bids from responsible bidders that are identical in price, terms, and conditions and which meet all the requirements and evaluation criteria set forth in the solicitation contract.

- (1) If all bids received are for the same total amount or unit price, quality and service being equal, with no evidence of collusion, the contract shall be awarded based on the following order of priority:
 - a. Time and date stamped in.
- (2) The City may split the award of a contract when it is to the City's advantage.
- (3) Has a drug-free workplace program in conformance with Florida Statutes Chapter 287.
- (4) Quality
- (5) Delivery
- (6) If all items are equal and all other potential remedies have been exhausted, the tie bid may be resolved by lottery. Such lottery shall be conducted by the City Manager or designee, and shall be open to the public.

10.22 General Criteria for Award

Recommendations for award of bids are made to the City Commission based on the best value to the City meeting all conditions and requirements of the specifications. The following criteria will be used to select the bid that will provide the best value to the City:

- (1) Have sufficient financial resources to complete the order.
- (2) Can meet quoted delivery considering all other business commitments.
- (3) Has a satisfactory record of performance.
- (4) Has adequate staffing to fulfill requirements.
- (5) Has the necessary production, technical equipment and facilities (or ability to readily obtain them).
- (6) Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- (7) Is a manufacturer, supplier, authorized distributor or vendor for the requirement.
- (8) Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- (9) Has bid within a competitive price range in relation to the needed goods, services or construction.
- (10) The skill and experience demonstrated by the bidder in performing contracts of a similar nature.
- (11) The bidder's past performance.
- (12) Has met all requirements of the solicitation (delivery, quality, and price).
- (13) Has met bid security requirements.

10.23 Bid Award

10.23.1 The City shall consider other factors, in addition to price, when determining the lowest responsive and responsible bidder. These factors include but are not limited to:

- (1) The ability, capacity, equipment and skill of the bidder to perform the contract.
- (2) Whether the bidder can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (4) The quality of performance on previous contract.
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (6) The sufficiency of the bidder's financial resources to perform the contract or to provide the service.
- (7) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (8) The ability of the bidder to provide future maintenance and service and the financial impact upon City to receive such future maintenance and service.
- (9) The number and scope of conditions attached to the bid.

- 10.23.2 The IFB is the least formal review process and the recommended award of the contract is to the lowest priced, responsive, responsible bidder. The Purchasing and Contracts Division shall conduct a compliance review to determine if the lowest priced bid is responsive. If the lowest priced bid is found non-responsive, then the next lowest bidder will be reviewed for compliance and so on until a responsive bidder is found.
- 10.23.3 In the event the lowest responsive and responsible bid for a project exceeds available funds, the Procurement Official or designee is authorized, when time precludes re-solicitation, to negotiate a reduced scope of work and an appropriate adjustment of the bid price, including changes in the bid requirements, with the lowest responsive and responsible bidder, in order to bring the bid within the amount of available funds.
- 10.23.4 The user department will create the agenda packet and recommend to the City Commission award of the contract to the lowest responsive and responsible bidder.

10.24 Award to Other than Lowest Bidder

When award of a solicitation is not granted to the lowest priced, a statement of the reason for award to the next lowest priced responsive and responsible bidder shall be prepared and made a part of the record file.

10.25 Public Disclosure

Under Florida's Public Records laws, any person has the right to review any document which is kept by the City in the course of regular business subject to specific exemptions provided by state law. However, Section 286.0113, Florida Statutes, "General exemptions from public meetings," exempts from disclosure sealed bids or proposals until such time as the City provides notice of an intended decision or until thirty (30) days after bid opening, whichever is earlier.

10.26 Bid Files

Purchasing and Contracts Division maintains a complete file on all formal bids for the City. These files are maintained by bid number. The folder for each bid will contain copies of the following documents:

- (1) Copy of Legal Advertisement
- (2) Invitation List
- (3) Invitation Letter
- (4) Specifications
- (5) Addenda (if applicable)
- (6) Original Bid Responses
- (7) Bid Tabulation
- (8) Agenda Item Request
- (9) Commission Pass/Fail Action
- (10) Purchase Order
- (11) Contract
- (12) Awarded Vendor Certificate of Insurance
- (13) Bonds (if applicable)
- (14) Correspondence (Award and reject letters)



Section 11: Construction Services

11.1 General

Contracts for construction of major City projects are obtained through the competitive sealed bidding process. Sealed bids are required for all construction projects \$50,000.00 or more in cost. Bids shall be advertised, received, opened, and processed in the same manner of the Invitation for Bids (IFB).

11.2 Insurance Requirements

The Procurement Official or designee, with the concurrence of the Risk Manager, may establish guidelines for determining the type and minimum limits of liability, workers' compensation and other forms of insurance coverage that may be required for each type of contract. The City of Coconut Creek shall be named as an additional insured for any required general liability and automobile coverage. Firms unable to comply with the requirements of this section may be considered to be non-responsive bidders and precluded from doing business with the City. All construction contracts shall contain requirements for the protection of the City through sufficient insurance as specified in the bid document. The form and adequate proof of all such insurance shall be approved by the City prior to the City executing the contract confirming the award of a construction contract.

11.3 Indemnification

All contractors shall indemnify and hold harmless the City, its officers, agents and employees from any injuries or damages to any person or property during operations with the construction project, by use of any improper materials, or by any act or omission of the Contractor or his/her subcontractor, agents, servants, or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by the City under Section 768.28, Fla. Stat., nor shall anything included herein be construed as consent to be sued by any third parties in any matter arising out of any agreement entered into by the City. These provisions will survive the termination or expiration of any agreement entered into by the City.

11.4 Bonds and Security Requirements

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a local bank in good standing, or an acceptable Bid Bond issued by a Surety authorized to issue such bonds in the State of Florida, having an authorized agent in the State of Florida, in the amount of five percent (5%) of the total amount of the bid submitted. This bid security shall be given as guarantee that the Bidder will not withdraw or modify his/her bid for a period of ninety (90) days after bid opening, and that if awarded the Contract, the Successful Bidder will execute the Contract/Agreement and furnish properly executed Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the Contract price within the time specified.

11.4.1 Performance and Payment Bonds

- (1) When a construction contract is awarded in excess of two hundred thousand dollars (\$200,000.00), the following bonds as security shall be delivered to the City and shall become binding on the parties upon execution of the contract as required in Section 255.05, "Bond of contractor constructing public buildings; form; action by claimants," and Section 713.01, "Definitions", Florida Statutes, as either statute may be amended from time to time.

- (2) In lieu of performance and payment bonds, the City may accept cash, money order, certified check, cashier's check, or irrevocable letter of credit in the amount of one hundred percent (100%) of the contract price. Such alternate form of security shall be for the same purpose and shall be subject to the same conditions as performance and payment bonds.
- (3) The Procurement Official or designee shall be authorized to reduce the amount of performance and payments bonds when conditions warrant, and when there is no statutory requirement for performance and payment bonds.
- (4) The City's Risk Manager may establish minimum guidelines and standards for surety companies providing performance and payment bonds to the City on behalf of a contractor consistent with this policy.
- (5) The City reserves the right to require that all bid sureties, performance and payment bonds be submitted on forms prescribed by the City.

11.5 Change Orders

The City shall have the right, based on a clause contained in each construction contract, to require changes in quantities, additions, or deletions of work or other changes within the original intent of the contract. All changes to construction contracts must be approved by the City in advance of construction in accordance with the value of the change order or the calculated value of the time extension. All contract changes totaling more than \$50,000.00 each shall be approved, in advance, by the City Commission or, in the case of an emergency, may be approved by the City Manager or designee and ratified by the City Commission at the earliest possible opportunity. The authority for approval of change orders under this amount for construction contracts is hereby delegated to the City Manager or designee.

11.6 Amendments

All changes to construction contracts that materially alter the terms and conditions of the contract or provide for a change in scope of the project beyond the original intent must be contained in a formal amendment to the contract. Such an amendment must be approved with equal dignity and formality as the original contract.

11.7 Financial Statements

Financial statements of prospective bidders on City-related construction projects are exempt from the public records law under Section 119.07, Florida Statutes, as may be amended from time to time.



Section 12: Request for Proposals (RFP)

Competitive Sealed Proposals

12.1 Request for Proposals (RFP)

A formal Request for Proposals (RFP) is a written solicitation for competitive sealed proposals and used when there is a lack of definitive specifications. The RFP includes scope (statement) of work, evaluation criteria, general terms and conditions, special terms and conditions, and time and place for formal opening. Competitive proposal awards \$50,000.00 or more require Commission approval. Proposals shall be advertised, received, opened, and processed in the same manner as competitive sealed bids.

12.2 Competitive Sealed Proposals vs. Competitive Sealed Bids

Competitive sealed proposals are generally used as a method of source selection when competitive sealed bidding is not practicable or advantageous for the City. The RFP method differs from the IFB method in two (2) important ways:

- (a) It permits discussions with competing offers and changes in their proposals including price; and
- (b) It allows comparative judgmental evaluations to be made when selecting among acceptable proposals for award of the contract.

An important difference between both methods is the finality of initial offers. Under the competitive sealed proposals, alterations in the nature of a proposal and in prices may be made after proposals are opened. Such changes are not allowed, however, under competitive sealed bidding. Therefore, unless it is anticipated that a contract can be awarded solely on the basis of information submitted by bidders at the time of opening, competitive sealed bidding is not practicable or advantageous.

Another consideration concerns the type of evaluations needed after offers are received. Where evaluation factors involve the relative abilities of offers to perform, including degree of technical or professional experience or expertise, use of competitive sealed proposals is the appropriate procurement method. Similarly, such method is appropriate where the type of need to be satisfied involves weighing artistic and aesthetic values to the extent that price is a secondary consideration. Further, where the types of supplies, services, or construction may require the use of comparative, judgmental evaluations to evaluate them adequately, use of competitive sealed proposals is the appropriate method.

12.3 Department Responsibility

The user department or the Procurement Official or designee shall develop the Scope of Work (SOW) for the RFP. The Purchasing and Contracts Division will prepare the proposal document and draft the agreement with consultation with the City Attorney or designee, for inclusion in the RFP packet. The Purchasing and Contracts Division in conjunction with the user department will develop the RFP to include the following elements:

- (1) **Project Description:** The project description is a general introduction which states the purpose of the acquisition and defines what the City expects to accomplish from the contract. It may include historical or background information about the City or the project. It gives a brief overview of the project requirements and defines the contract term.
- (2) **Scope of Work (SOW):** The SOW or Scope of Services (SOS) should describe the essential and technical requirements of the acquisition. It usually includes a definition of

the desired results and the standards by which they will be measured. The major sections of the SOW include:

- a) Introduction: The introduction may include a section of definitions of special or technical words, terms, or phrases. The SOW defines a logical flow of activities, specifies the expected results, and delineates how this will be measured.
- b) Tasks and Performance: Specific tasks should be defined with deliverable products for each task and performance measurements.
- c) Contractor Requirements: Qualifications define any professional certifications, abilities or experience standards the contractor must meet. Requirements for management, administrative, technical and staffing capabilities and capacity are identified.
- d) Contractor Responsibilities: Responsibilities of the contractor include work schedules, quality control, and repair service response.
- e) City's Responsibilities: The City's responsibilities include contractual duties and obligations.

12.4 Special Terms and Conditions

The RFP may have similar special terms and conditions to the provisions in an IFB. Terms should include, but may not be limited to:

- | | |
|----------------------------------|-------------------------------------|
| 1. Pre-proposal Conference | 7. Site Inspection |
| 2. Payment Procedures | 8. Certificates and Licenses |
| 3. Bonds | 9. Insurance and Liability |
| 4. Liquidated Damages | 10. Contract Extension and Renewal |
| 5. Patent Copyright Infringement | 11. Indemnification Clause |
| 6. Guarantee and Warranties | 12. Contents and Format of Proposal |

12.5 Instructions for Submittal

The RFP shall include specific instructions to the proposer for the preparation and submittal of the proposal. Generally, the proposal preparation section is divided into four (4) segments with instructions for providing specific information pertaining to the project:

- 12.5.1.** Qualifications and experience lists the contractor or consultant's general experience, experience on similar projects, requested resumes, list of personnel assigned to the project with specific functions or responsibilities, chart of each task showing staff commitment, and financial information and bank references.
- 12.5.2** Methodology provides a brief summary or explanation of how the proposer plans to approach the task and the specific steps to accomplish each task. The proposer must demonstrate their understanding of the services required and identify any problems anticipated and propose solutions to these problems.
- 12.5.3** Proposal price schedule contains the price for the entire project. If required by the RFP, it may also contain the itemized costs for the project by activity as identified on the project schedule including hours, hourly rates, total labor by professional category, purchased materials, travel, per diem charges, subcontractor costs, and other expenses. The proposer should include a proposed billing schedule based on the cost of each deliverable item.

12.5.4 Other information is generally specific to the project. It may include the submission of special forms required by the Purchasing and Contracts Division, such as Drug-Free Work Place Form or other specific information.

12.5.5 Specific instructions for the submittal of the proposal should include:

- (1) Where and how to direct technical or contractual inquiries pertaining to the RFP.
- (2) How RFP addenda, if any, will be communicated to the proposers.
- (3) RFP due date, time, and address for submittal of response.
- (4) Security requirements, if any.
- (5) Performance bond and insurance requirements.
- (6) Applicable forms required.
- (7) Term of contract.
- (8) Sample contract, which should contain additional terms and conditions pertaining to the responsibilities of the contractor after award and during the performance of the contract.

12.6 Selection Committee

A Selection Committee shall be established by the user department, Purchasing and Contracts Division, and/or City Manager's Office. The Selection Committee may include but shall not be limited to, representatives of the end user department, including any assigned project manager, or individuals who may possess a skill or expertise related to the scope of work. All meetings of the Selection Committee shall be open to the public in accordance with Florida's Government in the Sunshine Act, Chapter 286, Florida Statutes and public notice shall be conspicuously posted by the City.

12.7 Evaluation

The RFP shall state the relative importance of all evaluation factors/criteria including price and past performance. Only criteria disclosed in the solicitation may be used to evaluate the items or services proposed. Factors not specified in the RFP shall not be considered. Evaluation criteria may include, but not be limited to:

- (1) Price (may not necessarily be the most important factor)
- (2) Past Performance / References
- (3) Demonstrated understanding of the project
- (4) Technical and/or management approach, including proposed methodology
- (5) Ability to meet schedule and budget limitations
- (6) Relevant experience and expertise
- (7) Availability to perform as reflected by current and projected workloads and the availability of key personnel, equipment and facilities

12.7.1 The Purchasing and Contracts Division shall perform the initial review of the proposals to identify those responses which are non-responsive or incomplete. Generally, non-responsive or incomplete responses will be eliminated from further consideration.

12.7.2 The Purchasing Buyer listed in the RFP shall provide the Selection Committee Members with a copy of each proposal, the proposal tabulation, and the evaluation ranking form.

12.7.3 Each Selection Committee member shall rank the proposals individually based on the criteria listed in the RFP.

12.7.4 The Purchasing and Contracts Division shall schedule a meeting of the Selection Committee to rank the proposals in descending order. Generally, the proposer with the lowest score is recommended to Commission for award.

12.7.5 During the evaluation process, the Selection Committee may require additional information or clarification. The Purchasing and Contracts Division may schedule presentations and interviews with the proposers and Selection Committee as required.

12.8 Discussion with Responsible Proposers and Revisions to Proposals

As provided in the RFP, discussions may be conducted with responsible and responsive proposers who submit proposals determined to be reasonably acceptable for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining Best and Final Offers (BAFOs). In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers unless otherwise required by law. In the event of receipt of an adequate number of proposals, which in the opinion of the Selection Committee requires no clarification and/or supplementary information, such proposals may be evaluated without discussion or need for presentations.

12.9 Best and Final Offers

When in the best interest of the City, the Procurement Official or designee may request the submission of best and final offers. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Best and final offers shall be submitted only once; provided, however, the Procurement Official or designee may make a written determination that it is in the City's best interest to conduct additional discussions or change the City's requirements and require another submission of best and final offers. Otherwise, no discussion of or changes in the best and final offers shall be allowed prior to award. Proposers shall also be informed that if they do not submit a notice of withdrawal or best and final offer, their immediately previous offer will be construed as their best and final offer.

12.10 Negotiations with Responsible Proposer

If it is determined that negotiations will result in a more advantageous contract for the City, the Procurement Official or designee may conduct negotiations with proposers for the purpose of clarification to assure full understanding of and responsiveness to the requirements of the RFP. Generally, negotiations are conducted with the highest ranked firm(s).

Each proposer shall be accorded fair and equal treatment with respect to opportunity for discussion and revision of proposals. Discussions must be made with proposers individually and information obtained from one competing proposer shall not be disclosed to another proposer unless otherwise required by law, however the meetings shall be recorded in accordance with Section 286.0113(b), Florida Statutes and such recordings shall become public at the earliest of the time of notice of an intended decision or within thirty (30) days after opening the bids, proposals, or final replies.

12.11 Award

- (1) Award shall be made by the City Commission to the responsive, responsible proposer whose proposal is determined, in writing, to be the most advantageous to the City taking into consideration the evaluation factors/criteria set forth in the RFP. No other factors or criteria shall be used in the evaluation. The contract file shall contain the reasons for the award, including the evaluations of all persons ranking the proposals.

- (2) If the Procurement Official or designee or City Commission determines that none of the proposals are advantageous to the City, the City shall have the right to reject any and all proposals. This act is not done frivolously.
- (3) The user department shall complete the Agenda Item Report and route for review and approval as required by the City Clerk's Office.
- (4) The contract file shall contain the supporting documents for which the award is made or rejected and shall be retained by the Purchasing and Contracts Division.

Section 13: Professional Services - CCNA



Consultants' Competitive Negotiation Act

13.1 Consultants' Competitive Negotiations Act (CCNA)

All contracts for professional services as defined in the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes 287.055, as may be amended from time to time, shall be awarded in accordance with the procedures set forth in that Act and any City purchasing procedures adopted in furtherance of that Act. CCNA pertains to the procurement of professional architectural, engineering, testing, landscape architectural, or surveying and mapping services.

13.2 Request for Proposals Solicitation

Each time a requirement or group of requirements is to be procured under CCNA, a Request for Qualifications (RFQ) or Request for Proposals (RFP) shall be sent to the relevant list of contractors/vendors.

13.3 Public Notice for CCNA

Adequate public notice of the RFQ or RFP shall be given a minimum of ten (10) calendar days prior to the date set forth in the bid document as provided by law. The City's Purchasing and Contracts Division formally advertises the RFQ or RFP in a newspaper of general circulation and on the Purchasing webpage, or in other publications as deemed necessary by the user department Director or designee no sooner than ten (10) calendar days prior to the opening date.

13.4 Selection Committee

A Selection Committee shall be established by the user department, Purchasing and Contracts Division, and/or City Manager's Office. The Selection Committee may include but shall not be limited to, representatives of the end user department, including any assigned project manager, or individuals who may possess a skill or expertise related to the scope of work. All meetings of the Selection Committee shall be open to the public in accordance with the Florida Sunshine Law and public notice shall be conspicuously posted by the City.

13.5 Review of Qualifications

A duly appointed Selection Committee shall review all qualifications and submittals of proposers. The Procurement Official or designee shall provide each Selection Committee member with an evaluation form. Only criteria disclosed in the solicitation may be used to evaluate the items or services proposed. Ranking of the firms shall be based on, but not necessarily be limited to:

- (1) The proposer's demonstrated understanding of the City's requirements and plans for meeting those requirements;
- (2) The professional qualifications, related experience and adequacy of the personnel assigned to the project;
- (3) The proposer's experience and references of the proposer;
- (4) The prior experience, if any, that the proposer has had with the City of Coconut Creek.
- (5) All other statutory requirements of the Consultant's Competitive Negotiation Act as applicable to the specific procurement, including whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.

13.6 Short-List

The Selection Committee shall reduce the number of proposers to at least three (3) for further discussions (short-list). In short-listing the proposers, the Selection Committee shall attempt to select the best qualified firms for the particular project without considering price or opening the fee submitted by each proposer with their proposal.

13.7 Discussions

The Selection Committee shall hold discussions with all short-listed proposers. Such discussion may include formal presentations by each proposer. The requirements of presentations or discussion will be the same for each proposer short-listed.

13.8 Ranking of Proposers

The voting members of the Selection Committee after discussions and consideration of statutory requirements may include presentation by each short-listed proposer will vote on the final ranking. The ranking of proposers shall indicate the Selection Committee's view of the proposer that will best serve the interest of the City.

13.9 Negotiation Committee

A Negotiation Committee shall be established by the user department, Purchasing and Contracts Division, and/or City Manager's Office. The Negotiation Committee may include but shall not be limited to, representatives of the end user department, including any assigned project manager, or individuals who may possess a skill or expertise related to the scope of work. All meetings of the Negotiation Committee shall be recorded in accordance with Section 286.0113(b), Florida Statutes and such recordings shall become public at the earliest of the time of notice of an intended decision or within thirty (30) days after opening the bids, proposals, or final replies.

13.10 Negotiations

The City may request, accept, and consider proposals for the compensation of services to be paid under the contract only during the negotiation phase of the selection process. The Negotiation Committee will attempt to negotiate a contract with the highest ranked proposer to perform services at a compensation that the Negotiation Committee has determined to be fair and reasonable. If the Negotiation Committee is unable to negotiate a satisfactory contract with the proposer obtaining the highest ranking, negotiations with that proposer shall be formally terminated in writing. The Negotiation Committee then shall undertake negotiations with the second ranked proposer. If these negotiations also prove unsatisfactory, negotiations shall again be terminated and the Negotiation Committee shall negotiate, in turn, with each firm in accordance with their ranking by the Selection Committee, until an agreement is reached or the short-list is exhausted. When a short-list is exhausted, a new solicitation for proposals must be initiated.

13.11 Award of Contract

At the successful conclusion of negotiations the user department shall recommend award of a contract to the City Commission. Commission will review and either approve or reject the recommendation of the contract award. If the Commission rejects the recommendation, negotiations will commence with the next highest ranking proposer and so on as described in Section 13.9 above.



14.1 Governing Laws

Contracts for the performance of auditing services in connection with annual financial audits shall be procured in accordance with the provisions of Section 218.391, Florida Statutes as may be amended and the City's Charter.

14.2 Term of Contract per Charter

The City Commission may designate such accountant or firm annually for a period not exceeding five (5) years. No accountant or firm shall perform the annual audit for a term that exceeds five (5) successive years. If the State makes such an audit, the City Commission may accept it as satisfying the requirements of this section.

14.3 Method of Procurement

The Request for Proposals (RFP) shall be the method of procurement for audit services.

14.4 Engagement Letter

Every purchase of audit services shall be memorialized by a written contract pursuant to the RFP process embodying all provisions and conditions of such services. For purposes of this section, an engagement letter signed and executed by both parties shall constitute direction to move forward with the audit. The engagement letter shall, at a minimum, include the following:

- (1) A provision specifying the services to be provided and fees or other compensation for such services.
- (2) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.
- (3) A provision specifying the contract period, including renewals, and conditions under which contract may be terminated or renewed.

Section 15: Invitation to Negotiate (ITN)



15.1 Determination of Use

When the Procurement Official or designee has determined that a procurement request is not suitable for an invitation for bids request for proposals, or request for quotes, and that concurrent negotiation with one (1) or more vendors may be necessary for the City to receive the best value, the Procurement Official or designee may procure commodities and contractual services by competitive sealed replies solicited through an Invitation to Negotiate (ITN). This source selection method does not apply to procurements subject to the Consultants' Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes as may be amended from time to time, unless expressly permitted by law.

15.2 Public Notice

Adequate public notice of the ITN shall be given a reasonable time, not less than ten (10) calendar days prior to the date set forth in the bid document for the opening of bids. The Purchasing and Contracts Division shall formally advertise the ITN in newspapers of general circulation, websites designated and maintained for such notifications or on the Purchasing and Contracts Division webpage via the City's eBid System, or in other publications as deemed necessary by the user department Director or designee. Publications in newspapers of general circulation must occur at least one (1) time, with the notice published in the "Legal Notices" section of the newspaper at least ten (10) days prior to the bid opening date. Notices published on websites must be posted immediately upon release of the ITN, and remain available to the public until the scheduled bid opening date and time. Said notice shall state the place, date and time of the bid opening.

15.3 Addenda

After an ITN is issued and before the bid opening, the Purchasing and contracts Division may issue one (1) or more written addenda for the purpose of clarifying specifications or other matters relating to the ITN. The Procurement Official or designee may establish a deadline for written questions after which time, no additional questions will be accepted. All addenda shall be issued at least seven (7) calendar days prior to ITN opening date. If there is not sufficient time, the ITN opening date will be changed.

15.4 Receiving Responses

Vendors shall submit their bid electronically through the City's eBid System no later than the time and date stated in the ITN.

(1) Evaluation Criteria

Responsive replies shall be evaluated and ranked by the Selection Committee against all evaluation criteria as set forth in the ITN. One (1) or more respondents may be selected with which to commence negotiations.

(2) Selection Committee

A Selection Committee shall be established by the user department, Purchasing and Contracts Division, and/or City Manager's Office. The Selection Committee may include but shall not be limited to, representatives of the end user department, including any assigned project manager, or individuals who may possess a skill or expertise related to the scope of work. All meetings of the Selection Committee shall be open to the public in accordance with the Florida Sunshine Law and public notice shall be conspicuously posted by the City.

15.5 Negotiations with Respondents

Negotiations may be conducted by the Negotiation Committee with respondents. The Negotiation Committee may utilize either sequential or concurrent negotiation methods.

(1) Sequential Negotiations

The Negotiation Committee may consider the respondent's statements of qualifications without consideration of price, and may select the most qualified respondents as finalists. The Negotiation Committee may conduct interviews with all finalists, and rank the responses without regard to price. Exclusive negotiations as to the scope of work, terms and price may be conducted with the respondent providing the proposal ranked as most advantageous to the City. If an agreement is not reached, the Negotiation Committee may commence negotiations with the successive ranked respondents until an agreement is attained.

(2) Concurrent Negotiations

The Negotiation Committee may consider the respondent's statement of qualification and price; however, both are subject to future negotiations. The Negotiation Committee may select a group of the most qualified respondents as finalists and commence simultaneous negotiations with each regarding the scope of work and price. Best and Final Offers (BAFOs) may be requested of the finalists. In determining the best value, the Negotiation Committee may re-rank the respondents. Award of a contract is made to the respondent providing the best value for the City.

15.6 Award

Contract award shall be made to the respondent whose negotiated agreement is determined to be the best value for the City considering final negotiated pricing and other criteria as specified in the ITN. The contract file shall contain the basis upon which the award was made.

Section 16: Time and Materials and Labor-Hour Contracts



16.1 Time & materials and labor-hour contracts are the least preferred contract method for the City. Time and materials and labor-hour contracts is a standard phrase in a contract for construction, or any other piece of work in which the City agrees to pay the contractor based upon the time spent by the contractor's/vendor's employees and subcontractors employees to perform the work, and for materials used in the construction, no matter how much work is required to complete construction.

Time and materials and labor-hour contracts are generally used in projects for the following reasons:

- (a) It is not possible to accurately estimate the size of the project.
 - (b) It is expected that the project requirements would most likely change.
 - (c) It is not possible to accurately estimate the extent or duration of the work.
 - (d) It is not possible to anticipate costs with any reasonable degree of confidence.
- (1) The user department shall establish that no other contract type is suitable. The user department may not use a time and materials and labor-hour contract simply by establishing that the service is offered on a commercial basis and that the offered rate is fair and reasonable. The user department must affirmatively establish that it is not suitable to acquire the service using any other contract type before considering a time and materials and labor-hour contracting arrangement.
 - (2) The user department shall clearly and carefully document their findings for using the time and materials and labor-hour contract. This documentation will help not only to establish that this contract type is being used properly, but also to provide insight into the circumstances when these contract types are necessary.
 - (3) The user department must recognize that once needs become known, they must use other types of contracts, including, firm fixed contracts price with allocations for price adjustments based on economics. Reliance on these more favored contract types will ensure the contractor bears the risk for non-performance when requirements are known.

16.2 Restrictions

- (1) Time and materials and labor hour contracts should be used only if the user department has documented that no other contract type is suitable. The user department must first affirmatively establish that it is not suitable to acquire the service and/or materials using any other contract type. The user department may not use a time and materials and labor-hour contract simply by establishing that the service is offered on a commercial basis and that the offered rate is fair and reasonable.
- (2) Time and materials and labor-hour contracts shall be awarded using competitive procedures.

16.3 Ceiling Price

- (1) Each time and materials and labor-hour contract must include a ceiling price that the contractor/vendor may not exceed. The user department shall provide documentation and is required to justify the reasons for and amount of any changes to the ceiling price.

16.4 Subcontracts

- (1) All labor hours performed under a prime contract that meet the requirements of a labor category or categories of that prime contract are to be paid at a fixed rate set in the prime contract, regardless of whether the labor hours are performed by the prime contractor/vendor or by a subcontractor.
- (2) Labor hours performed by a subcontractor are not “materials” and they cannot be reimbursed at actual cost. Most subcontractor labor hours are defined by “hourly rate” rather than “materials.” The exception is subcontracts for supplies and incidental services for which there is not a labor category specified in the contract. Such supplies and incidental services are included in the definition of “materials” and reimbursed at actual cost.

Section 17: Bid Specifications Committee



The purpose of the Bid Specifications Committee is to establish and maintain the procedural integrity of the purchasing and bidding activities undertaken by the City. The Bid Specifications Committee is responsible for reviewing the specifications and making all necessary changes prior to the formal solicitation being advertised.

The Bid Specifications Committee shall consist of professional City staff and technical staff or other persons selected by the user department. The committee shall meet when the Purchasing representative or designee deems necessary.

The steps listed below shall be followed when a request has been referred to the Bid Specification Committee:

17.1 Bid Specifications Committee Procedural Outline

- (1) The Purchasing and Contracts Division creates a bid draft and schedules a bid review meeting of the draft.
- (2) Each committee member shall receive a copy of the entire bid packet with all attachments, if any, at least two (2) days prior to the meeting.
- (3) The Committee will discuss the request for proposals or bid packet at the meeting. Each and every member of the committee should be satisfied with all modifications to the bid document. Several meetings may be scheduled to finalize the bid document.
- (4) Upon approval of the bid packet, the Purchasing and Contracts Division will advertise the bid.

Section 18: Selection Committee



18.1 Establishment of Selection Committee

A Selection Committee shall be established by the user department, Purchasing and Contracts Division, and/or City Manager's Office. The Selection Committee may include but shall not be limited to, representatives of the end user department, including any assigned project manager, or individuals who may possess a skill or expertise related to the scope of work. All meetings of the Selection Committee shall be open to the public in accordance with the Florida Sunshine Law and public notice shall be conspicuously posted by the City. A representative of the Purchasing and Contracts Division shall chair the Selection Committee as a non-voting member.

18.2 Requirement of Selection Committee

The Selection Committee shall have the technical background necessary for understanding the scope and requirements of the particular procurement. The Director of the user department may request the addition of non-voting technical advisors to supplement the technical expertise of Selection Committee members.

18.3 Alternate Selection Committee Member

An alternate voting member shall be included at the time the Selection Committee is appointed, and will become a voting member in the event that substitution of a voting member is required.

18.4 Performance of Selection Committees

- (1) Each individual appointed to a Selection Committee shall sign the Selection and Evaluation Committee (SEC) Conflict of Interest Statement form (Exhibit "A") and the Conflict of Interest Disclosure form (Exhibit "B"). If a Selection Committee member owns, leases or has any financial relationship with any members of the proposers team they must notify the Procurement Official or designee immediately. This conflict of interest may cause the selection process to be ruled invalid. All Selection Committee members shall be free of conflicts of interest as provided by Chapter 112, Part III, Florida Statutes. The appointing authority shall not appoint a person to a Selection Committee whose service would create the appearance of a conflict of interest.
- (2) The performance of Selection Committees is subject to the requirements and prohibitions of the City's Cone of Silence. Those provisions shall be strictly adhered to by committee members.
- (3) Selection Committee members shall refrain from discussion of the RFP, or other solicitation method, with anyone during the evaluation process, except in publicly noticed meetings. Any questions or clarifications shall be addressed to the Procurement Official or designee only. Selection Committee members shall not have conversations, or contact with other City employees, other Selection Committee members, vendors, proposers, lobbyist, or citizens concerning the procurement during the evaluation process until a contract is signed. If confidentiality is breached the Procurement Official or designee shall reject the RFP, or other solicitation method, all the proposals, and re-bid.
- (4) Selection Committee members are required to review the contractors'/vendors' proposals independently, with no assistance, and in the context of other responses. This confidentiality is critical to the integrity of the evaluation process.
- (5) Selection Committee members shall abide by the state and county ethics laws and shall not accept gifts, meals, or any type of gratuity or service from proposers, or any other party

involved or interested in the outcome of an RFP or other solicitation method. Preferential treatment shall not be given to any proposer.

- (6) Each voting member of the Selection Committee shall be present and remain physically present for all competitive solicitation evaluation rankings or presentations unless a recess is called.
- (7) Any member of a Selection Committee that is absent from the evaluation rankings or presentations for more than five (5) minutes, unless a recess is called shall be automatically removed from the Selection Committee and shall not be allowed to vote. The five-minute requirement begins when the purchasing representative announces the time and starts recording the meeting. The five-minute requirement ends when the meeting is adjourned. The chairperson is responsible for notifying a removed member of his or her status.

18.5 Evaluation Committee Meetings

The Procurement Official or designee shall be the chairperson and facilitator during the evaluation process and shall be a non-voting member. The chairperson shall be responsible for coordinating all of the activities of the Selection Committee, as well as providing guidance of the entire evaluation process.

- (1) A reasonable amount of time shall be given to the Selection Committee for the review and scoring/ranking of proposal(s) during the evaluation of proposals and presentations.
- (2) The Procurement Official or designee shall be responsible for officially recording all meetings of the Selection Committee.
- (3) All meetings and all correspondence are considered to be conducted in the “sunshine”, and subject to Chapters 119 and 286, Florida Statutes. This means that no discussion or correspondence shall take place between committee members without reasonable public posting and notification of the meeting, meeting being open to the public and minutes of such meeting taken.
- (4) The evaluation committee meetings shall permit discussion of all responsive proposals. Proposals shall be evaluated using the criteria listed in the competitive solicitation. No other criteria may be used. The Selection Committee will rank all responsive submittals and determine a minimum of three (3), if more than three (3) submittals are responsive, to be finalists for further consideration. If less than three (3) responsive submittals are received, the Selection Committee will give further consideration to all responsive submittals.
- (5) The top three (3) short-listed proposers/finalists may be required to provide an oral presentation in support of their response or to exhibit or otherwise demonstrate the information contained in their proposal by conference telephone call for clarification purposes only, prior to a recommendation being presented to the City Commission. The Selection Committee will then rank or re-score the finalist’s.
- (6) The first ranked proposer among all Selection Committee members’ rankings resulting from this process will be recommended to the City Commission for award. The recommended proposer may be required to appear before the City Commission to answer questions prior to contract award. However, should negotiations be required, the Procurement Official or designee shall coordinate the negotiation process prior to making any recommendations to the City Commission.

Section 19: Negotiation Committee



19.1 Establishment of Negotiation Committee

Following the final ranking of the responses by the Selection Committee, the City Manager or designee shall appoint a negotiation committee to initiate negotiations with the top ranked contractor/vendor.

19.2 Requirement of Negotiation Committee

The negotiation committee shall have no less than three (3) members and to the extent possible, not all members will be from the user department. The negotiation committee shall be comprised of City professionals and technical staff that are well-versed in the subject matter. Members of the Selection Committee may serve on the negotiation committee.

19.3 Negotiation Meetings

- (1) The Purchasing and Contracts Division shall provide copies of the top ranked contractors'/vendor's proposal and any additional information requested from the finalist to the negotiation committee members for review prior to actual negotiations.
- (2) The Procurement Official or designee shall schedule a strategy meeting for negotiation committee members no later than two (2) days prior to the actual negotiations with the top ranked contractor/vendor. The strategy meeting shall be recorded and minutes taken. Noticing the meeting is not required and the meeting is not open to the public per Florida Statutes as may be amended from time to time.
- (3) The responsibility shall lie with the negotiation committee members to bring all necessary documents to the negotiation meeting with the underlying intent of achieving a successful meeting.
- (4) The negotiation committee shall designate a member to facilitate the negotiations. The facilitator shall communicate with the Procurement Official or designee the results of the negotiations. The Procurement Official or designee shall be responsible for scheduling all meetings and coordinating all communications and correspondence with the top ranked contractor/vendor.
- (5) Successful negotiations shall result in a written agreement. The facilitator shall inform the Procurement Official or designee as to who will prepare the agenda item for Commission approval.

Section 20: Procurement of Infrastructure Facilities



20.1 Project Delivery Methods Authorized

The City shall have the discretion to select one (1) of the following project delivery methods for construction projects:

- (1) Design-Bid-Build
- (2) Construction Manager-At-Risk
- (3) Design-Build
- (4) Job Order Contract

20.2 Selection of Project Delivery Method

In selecting the project delivery method, the City should consider the results achieved on similar projects in the past and the methods used. Consideration should be given to all appropriate and effective methods and their comparative advantages and disadvantages and how they might be adapted or combined to fulfill City requirements.

20.3 Design-Bid-Build

Contracts for the design-bid-build project delivery method shall be procured as follows:

- (1) The qualifications based selection process set forth in the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as may be amended from time to time shall be used to procure architectural, engineering, and land surveying consultant services, and
- (2) Construction may be procured by competitive sealed bid.

20.4 Construction Manager-At-Risk

- (1) *Consultant Services:* The qualifications based selection process set forth in the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as may be amended from time to time, shall be used to independently procure professional design services for the project.
- (2) *Construction Manager-At-Risk:* Contracts for construction manager-at-risk shall be procured by competitive sealed proposals. City shall determine prior to advertising the Request for Proposal (RFP) whether to issue a Request for Qualifications to pre-qualify contractors/vendors. Factors to be considered in making the determination shall include the size, estimated price and complexity of the procurement. In using a two (2) step process the City advertising:
 - a. must not request fees or prices in step one (1); and
 - b. must state whether the City intends to select a short-list of contractors/vendors, selected on the basis of qualifications, for participation in step two (2).
- (3) *Construction Contracts.*
 - a. *Bid Responses.* The construction manager-at-risk shall publicly advertise and receive proposals from trade contractors for the performance of all major elements of the work. The construction manager-at-risk may seek to perform portions of the work itself if the construction manager-at-risk submits its bid response for those portions of the work in the same manner as all trade contractors and if the City

determines that the construction manager-at-risk's bid response provides the best value for the City.

- b. *Review of Bid Responses.* The construction manager-at-risk and the City shall review all trade contractors in a manner that does not disclose the contents of the responses. All responses shall be made public in accordance with Florida Public Records laws.
- c. *Award.* The construction manager-at-risk shall recommend award. If the City requires another bid response, the City shall consider a request by the construction manager-at-risk to compensate the construction manager-at-risk by a change in price, time, or guaranteed maximum cost for any additional cost or risk that the construction manager-at-risk may incur because of the City's requirement that another bid response be accepted.
- d. *Default.* If a selected trade contractor defaults, the construction manager-at-risk may, without advertising, fulfill the contract requirement itself, or select a replacement trade contractor to fulfill the contract requirements.

20.5 Design-Build

20.5.1 Design-Build Contract

- (1) *Design Criteria Professional.* The qualifications based selection process set forth in the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes as may be amended from time to time, shall be used to independently procure a design-build firm for the project.
- (2) *Procurement Method.* Selection contracts for design-build projects shall be procured by competitive sealed proposals.

20.5.2 Firm

A partnership, corporation, or other legal entity which is certified under Section 489.119, Florida Statutes as may be amended from time to time, to engage in contracting through a certified or registered general contractor or a certified registered building contractor as the qualifying agent; and is certified under Section 471.012, Florida Statutes as may be amended from time to time, to practice or to offer to practice engineering; certified under Section 481.219, Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319, Florida Statutes as may be amended from time to time, to practice or to offer to practice landscape architecture.

A firm is any individual, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to practice engineering, architecture, and/or construction contracting in the State of Florida.

20.5.3 Design Criteria Package

Concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information so as to permit design-build firms to prepare a bid or a response to a RFP, or to permit the City to enter into a negotiated design-build contract.

The design criteria package for a public construction project should include, but not be limited to:

- (1) Full scope of work
- (2) Legal description of site
- (3) Survey information/soil test reports

- (4) Interior space requirements
- (5) Value engineering (material quality and standards)
- (6) Life cycle requirements (maintenance/energy)
- (7) Schematic layouts, if applicable
- (8) Conceptual design criteria
- (9) Cost or budget estimates
- (10) Design and construction schedules
- (11) Site development requirements
- (12) Provisions for utilities, storm water retention and disposal
- (13) Parking requirements
- (14) Permit/zoning information
- (15) Other criteria necessary to provide sufficient information upon which firms may prepare technical proposals and price proposals.

20.5.4 Construction Documents

The design-build firm shall supply a signed and sealed set of construction documents for the project to the City at the conclusion of the project.

20.6 Job Order Contract

- (1) *Selection.* Job order contracts shall be procured by competitive sealed bids, or by competitive sealed proposals.
 - a. The City shall specify or publish one (1) or more construction unit price books and the applicable division of line items, requiring the vendor to bid or propose one (1) or more coefficients or multipliers to be applied to the price book or work items as the price proposal.
 - b. The City may award job order contracts to one (1) or more contractors in connection with each solicitation of proposals.
- (2) *Work Orders.* The City and the contractor must execute an order for a job or project. The order may be a fixed price, lump sum contract based substantially on contractual unit price applied to estimated quantities or may be a unit price order based on the quantities and line items delivered.

Section 21: Procurement for Disasters and Declared States of Emergency



21.1 Disaster or Declared States of Emergency

A disaster shall mean any act of terrorism, emergency or natural (hurricane, tornado, etc.) or man-made (or technological) disasters which threaten the lives, safety, or property and/or environment of the citizens within the City of Coconut Creek.

21.2 Federal Regulations

The City shall comply with the procurement standards imposed by all federal laws, regulations, executive orders, the Federal Emergency Management Agency (FEMA) policies, and other terms and conditions as a potential recipient of grant funds from applicable grant programs administered by FEMA for reimbursement. The City must resolve any questions that arise under the application of above laws, regulations, orders, and policies by contacting the City's assigned FEMA State Public Assistance Officer.

21.3 Documentation

All purchases shall be documented and incorporate a clear and accurate description of the technical requirements for the material, product, or service procured.

21.4 General Guidance on Procurement for Disaster and Declared States of Emergency

21.4.1 The City shall competitively quote or formally bid all purchases with the intent to seek reimbursement for eligible expenses from FEMA, and comply with all applicable laws associated therewith. To help protect the interests of the City in applying for reimbursement from FEMA's Public Assistance Program, FEMA recommends using any of the following methods to ensure proper procurement of services: 1) the City may use a pre-drafted contract (which is finalized with the appropriate scope of work once the extent of the disaster is known and timely advertised), 2) the City may use pre-qualified contractors who meet minimum requirements such as insurance, bonding, and licensing prior to being awarded the contract (the City may advertise a Request for Qualifications to determine the eligibility of contractors, then the pre-qualified contractors can bid on the contract- this will help contractors focus on developing costs rather than assembling documentation in order to qualify on short notice), and 3) the City may use pre-event contracts where bids are solicited and contracts are awarded in non-disaster times.

21.4.2 When soliciting competitive bid proposals, the City should be the entity that develops the engineering estimate and scope of work for the contract bid solicitation. At a minimum, the following aspects must be covered within the contract: 1) basis of pay and payment process (including relevant conversion factors to substantiate invoices, when relevant), 2) duration of the contract, 3) performance measures and timelines for work to be completed, 4) an agreement to restore collateral damage, 5) a termination for convenience, and 6) a conflict resolution process. For specific contract clauses required in particular circumstances, the City must look to 2 CFR 200.326 and Appendix II for guidance.

21.4.3 A comprehensive checklist of contract requirements pursuant to the FEMA requirements include:

- A. City must provide full and open competition;
- B. City must place qualified small and minority businesses and women's business enterprises on solicitation lists;

- C. The City must assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- D. The City must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- E. The City must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- F. The City must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- G. The City must maintain oversight to ensure contractors perform according to the terms, conditions, and specification of their contracts or purchase orders;
- H. The City must maintain written standards of conduct covering conflicts of interest and governing the performance of employees who engage in the selection, award, and administration of such contracts;
- I. The City must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed;
- J. The City must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications. The Federal threshold is currently \$150,000, if state or local procurement law is more restrictive, then the state or local law must be followed;
- K. The City must include the required provisions on all contracts awarded, listed above;
- L. The City must maintain records sufficient to detail the history of the procurement (such records include, but are not limited to, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price).

21.5 Prohibitions on Procurement for Disaster or Declared State of Emergency

- 21.5.1 The City must not use Piggyback contracts or cooperative contracts for these services.
- 21.5.2 The City must not award cost-plus-percentage-of-cost contracts nor contracts that employ a percentage-of-construction-cost method.
- 21.5.3 The City must not include local preference in such contracts for disaster or emergency services.
- 21.5.4 The City should avoid Time and Material Contracts because FEMA may reimburse costs incurred under a Time and Materials Contract only if all of the following apply: 1) no other contract was suitable; 2) the contract has a ceiling price that the contractor exceeds at its own risk; and 3) the City provides a high degree of oversight to obtain reasonable assurance that the Contractor is using efficient methods and effective cost controls.
- 21.5.5 The City must avoid Sole-Source Contracts unless the City can support their use under the procurement rules.
- 21.5.6 The City must avoid Pre-disaster/stand-by contract with price proposals that increase when awarded post-disaster.

21.6 Exigency or Emergency in Procurement for Disaster or Declared State of Emergency

- 21.6.1 Definitions. FEMA defines an “emergency” as an unexpected and unusually dangerous situation that calls for immediate action or an urgent need for assistance or relief. FEMA defines “exigency” as something that is necessary in a particular situation that requires or demands immediate aid or action. An emergency will typically involve a threat to life, public health or safety, improved property, and/or some other form of dangerous situation, whereas an exigency is not necessarily so limited.
- 21.6.2 A public exigency or emergency exception to the procurement guidelines listed herein may be permissible during the actual exigent or emergency circumstances. In cases where an exigent or emergency circumstances exists, the City Manager may waive the quote and bid requirements within this Manual, as long as relevant state and federal laws are followed. Once the exigent or emergency circumstances cease to exist, the City must use a more appropriate method of procuring and contracting for services and materials under this Section.
- 21.6.3 Non-competitive procurement pursuant to the emergency or exigency exception must include the following justification in the contract file: 1) a brief description of the product or service procured, including the amount of the procurement, 2) identification of the four (4) circumstances listed in 2 C.F.R. § 200.320(f) the City relied on for the non-competitive procurement, 3) an explanation of why it was necessary to contract non-competitively (explain the nature of the exigent or emergency circumstance and how other procurement methods would cause unacceptable delay in dealing with the current circumstance – failure to plan is not a justification), 4) a statement of how long the City will need to use the non-competitive procurement, and the impact it will have on the City if unable to use it for that amount of time, 5) a description of any market survey or research conducted to help the City determine whether it could have used full and open competition consistent with applicable law (or if no market survey or research was done, an explanation of why not), 6) a description of the results of any conflict of interest or organizational conflict of interest the City conducted (or if no conflict of interest inquiry was done, an explanation of why not), and 7) any other information necessary to justify the exception.
- 21.6.4 Non-competitive procurement contracts allowable under the exception must still comply with the following requirements:
- A. The contract must have all required contract clauses pursuant to 2 CFR 200.326 & Appendix II.
 - B. The contract must include Federal Bonding requirements, if the contract is for construction or facility improvement pursuant to 2 CFR 200.352.
 - C. The contract must be awarded to a responsible contractor pursuant to 2 CFR 200.318(h).
 - D. The City must complete a cost or price analysis to determine that the cost or price of the contract is fair and reasonable pursuant to 2 CFR 200.323(a) and (b).
 - E. The City must not use cost-plus-percentage-of-cost contracting pursuant to 2 CFR 200.323(c).

21.7 Suspension and Debarment

The City shall not award or permit any award at any tier to parties listed on the government wide exclusions in the System for Award Management (“SAM”), which can be found at www.sam.gov.

21.8 Conflict of Interest

Any City employee who participates in the procurement of services or materials under this Section is subject to the State of Florida Code of Ethics for Public Officers and Employees, codified in

Chapter 112, Part III of the Florida Statutes, the Broward County Code of Ethics for Elected Officials, specific portions relative to procurement employees, codified in Section 1-19 of the Broward County Code of Ordinances, and the City's Code of Ethics for procurement employees outlined in this Policy. Specifically, no employee, officer, or agent of the City of Coconut Creek may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Nor shall any City officer, employee, or agent of the City of Coconut Creek solicit or accept gratuities, favors, or anything else of monetary value from contractors or subcontractors.

Section 22: FEMA Contract Requirements for Reimbursement



A. Federal Emergency Management Agency (FEMA) Contract Requirements

To be eligible for reimbursement for procurements under federal grants, FEMA recipients and subrecipients shall comply with federal requirements when procuring goods and services. Procurement guidance for recipients and subrecipients shall be found under 2 C.F.R Part 200 (Uniform Rules) supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual.

Contractor Responsibilities:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance *provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

B. Davis-Bacon Act and Copeland "Anti-Kickback" Act

"Contractor hereby agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") as well as the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

C. Contract Work Hours and Safety Standards Act

"Contractor also hereby agrees to comply with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR Part 5)."

D. Clean Air Act and Federal Water Pollution Control Act

"Contractor also hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387)."

E. Energy Policy and Conservation Act

“Contractor also hereby agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).”

F. Excluded Parties List System

“No Contractor shall be awarded a contract with the City if such a party is listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” It is the Contractor’s obligation to notify the City immediately if contractor has been placed on aforesaid list.”

G. Byrd Anti-Lobbying Amendment

“Contractor also hereby agrees to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).” For contracts exceeding \$100,000, contractors shall submit an Anti-Lobbying Certification.

H. Personal Conflicts of Interest

No employee, officer, or agent of the City may participate in the selection, award, or administration of a contract supported by a Federal Assistance award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties has a financial or other interest in or a tangible personal benefit from a firm considered for award.

I. Gifts

The officers, employees, and agents of the City must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontractors.

J. Violations

Consistent with 2 C.F.R § 200.319(c)(1), employees who do not report gifts exchanged will be in violation of Section I – Gifts above and may be disciplined, including dismissal and penalties for a contractor may be the termination of the contract.

K. Advance Contracts for Future Work Supported Under the Stafford Act

The City may award advance contracts before an incident occurs for the potential performance of work under a Stafford Act emergency or major disaster. These types of contracts are eligible for reimbursement when used to support response and recovery efforts pursuant to a financial assistance award, but must be awarded in accordance with the mandatory items listed in this section.

L. Lease/Purchase Analysis

The City will conduct an analysis of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach in accordance with 2 C.F.R. § 200.318(d). The awarding Federal agency or State pass through agency will review any costs used in the comparison for reasonableness, realistic current market conditions, and based on the expected useful service life of the asset. With respect to Federal Assistance under the Stafford Act, FEMA will only reimburse the City for the most cost effective strategies from the comparisons.

M. Value Engineering

Where appropriate, the City will use value engineering in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions consistent with C.F.R. § 200.318(g).

N. Responsible Contractors

The City will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed requirement consistent with 2 C.F.R. § 200.318(h). Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, Federal or State debarment, and financial and technical resources.

O. Suspended and Debarred Parties

The City will search SAM.gov to determine if a selected vendor is suspended or debarred from receiving Federal Assistance before agreements are completed.

P. Full and Open Competition

The City will conduct procurement transactions in a manner providing full and open competition consistent with the standards of 2 C.F.R. § 200.319. The City will publicize Request for Proposals and will obtain from adequate sources, which the City considers to be no less than three quotes consistent with 2 C.F.R. § 200.320(c)(ii).

Q. Prohibitions in Soliciting for Goods and Services

(1) Excessive Qualifications

Placing unreasonable requirements on firms in order for them to qualify to do business. 2 C.F.R. § 200.319(a)(1).

(2) Unnecessary Experience

Requiring unnecessary experience. 2 C.F.R. § 200.319(a)(2)

(3) Unnecessary Bonding

Requiring excessive bonding. 2 C.F.R. § 200.319(a)(2)

(4) Improper Qualification

Using improper prequalification procedures that conflict with 2 C.F.R. § 200.319(d)

(5) Specifying Only Brand Name

Solicitations shall not specify only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement. When it is impractical or uneconomical to write a clear and accurate description of the technical requirements of the property or services to be acquired, City may use a “brand name or equal” description as a means to define the performance or other salient requirements of procurement. Should the City determine that only a brand name product is acceptable to fulfill a requirement that determination must be documented and justified in the same manner as a noncompetitive procurement. The specific features or salient characteristics of the named brand which must be met by offers must be clearly stated. 2 C.F.R. § 200.319(a)(6) and (c)(1).

(6) Retainer Contract

Making a noncompetitive solicitation only to a person or firm on retainer contract where that award is not for property or services specified for delivery under the scope of work of the retainer contract. 2 C.F.R. § 200.319(a)(4).

(7) In-State, Local, or Tribal Geographic Preferences

Imposing prohibited in-state, local, or tribal geographic preferences that conflict with 2 C.F.R. § 200.319(b). An exception to this requirement is the solicitation of architectural and engineering services where geographical considerations may yield the most qualified firms.

- (8) **Organization Conflicts of Interest**
Allowing entities to submit bids or proposals in response to the solicitation where there would be a prohibited organizational conflict of interest. 2 C.F.R. § 200.319(a)(5).
- (9) **Unequal Access Information**
The City will not disclose nonpublic information as part of the solicitation process or incumbent contractors that may provide competitive advantage in procurement competition.
- (10) **Vendors Who Assist in the Development of Procurement Solicitations**
Vendors/contractors who assist the City in the development of procurement solicitations, including statements of work, are prohibited from participating in the competition for the related contracts.
- (11) **Prohibited Contracts**
Time and Material Contracts without reasonable specified ceilings are prohibited or when another acceptable type of contract can be executed like a Firm Fixed Price Contract. Cost Plus a Percentage of Cost Contracts are prohibited. Sole Source Contracts must be avoided if the amount of the contract exceeds the City's simplified purchasing threshold. Some exceptions to these prohibitions are allowed for exigency purposes such as during the incident period of a disaster.
- (12) **Contract Provisions for All Federally Supported Contracts**
All contracts supported with Federal Assistance must include clauses found at 2 C.F.R. § 200.326. These provisions include but are not limited to access to records, anti-lobbying requirements, conflict of interest clause, and termination for cause.
- (13) **Additional Contract Requirements Required by FEMA**
- a) City requires a Change Clause in FEMA related contracts that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract.
 - b) City contracts relevant to work supported by the U.S. Department of Homeland Security (DHS) shall include a provision that contractors shall not use the DHS seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific DHS or FEMA pre-approval.
 - c) City contracts shall include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.



Section 23: Protest Process

- 23.1 Any bidder, proposer, or offeror who is aggrieved in connection with the solicitation or award of a contract must contact the Procurement Officer listed in the solicitation in writing (email or fax are acceptable) by filing a notice of protest within three (3) working days after the posting of the notice of intent to award on the City's eBid System. A formal written protest must be filed within five (5) working days after filing the notice of protest.

The formal written protest must be either, hand-delivered and date and time stamped by the Office of the City Clerk, or sent via Certified U.S. mail, return-receipt requested. Failure to file a notice of protest and formal written protest within the time-frames specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

- (1) Only a bidder, proposer or offeror whose bid or proposal is timely received and fully complies with all terms and conditions of the bid or proposal may protest an award.
- (2) The formal written protest shall state in detail the specific facts and laws or ordinances upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
- (3) Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to public health, safety, or welfare.
- (4) Any and all costs incurred by a protesting party in connection with the protest process pursuant to this section shall be the sole responsibility of the protesting party.

All protests shall be reviewed and evaluated administratively and a decision, in writing shall be forwarded to the protesting party within ten (10) working days of receipt of the formal written protest. If the protesting party does not agree with the administrative decision, they may appeal the decision in writing to the City Manager or designee within five (5) working days of receipt of the administrative decision. The appeal must be either, sent Certified U.S. mail return-receipt requested or hand-delivered and date and time stamped by the Office of the City Clerk. The decision of the City Manager or designee will be final.

Any person who files a formal written protest shall post with the Procurement Officer, at the time of filing the formal written protest a cashier's check made payable to the City of Coconut Creek in an amount equal to one percent (1%) of the City's estimate of the total amount of the contract or \$5,000.00, whichever is less.

If the decision of the City Manager or designee upholds the action taken by the City, then the deposit becomes non-refundable and the City shall retain the deposit as payment for a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Manager or designee does not uphold the action taken by the City, then the City shall return the amount of the cashier's check to the person or entity filing the protest.

Section 24: Contract Templates



24.1 Contract Templates

As a means to provide the appropriate level of flexibility and protection for the City, the Purchasing and Contracts Division has developed several contract template documents, which are used depending on the type of acquisition required. User departments interested in reviewing a contract template should consult with a representative of the Purchasing and Contracts Division in order to determine which contract template is most appropriate for the specific purchase. User departments are not authorized to create or distribute copies of contract documents without the express permission of the Procurement Official or designee. As a matter of reference, the following contract templates are used on a regular basis by the City:

(1) Construction Agreement:

A construction agreement addresses certain issues uniquely related to construction requirements, including change order requirements, management of labor, bonding requirements, and special remedy provisions.

(2) Event Agreement:

An event agreement is normally used to contract with an entertainer, caterer, musician, or for some other purpose related to a specific event or group of events.

(3) Hold Harmless Agreement:

A hold harmless agreement is normally utilized for an individual independent contractor working on City property, such as an instructor or a group facilitator. The purpose of the hold harmless agreement is to ensure the independent contractor status of the individual.

(4) Piggyback Agreement:

A piggyback agreement which establishes the ability of the City to piggyback the contract of another governmental entity with a specific vendor. The piggyback agreement ensures that standard contractual requirements of the City are incorporated as a part of the contractual relationship with the vendor in addition to spelling out the City's specific requirements already incorporated in the agreement with the other governmental entity, i.e. quantities.

(5) Professional Services / Consultant Agreement:

An agreement for professional services with a consulting firm, which specifically relates to legal requirements for professional services contracts including, but not limited to architects and professional engineers.

(6) Term Service Agreement:

An agreement for services provided to the City exceeding a one (1) year period.

(7) Sponsorship Agreement:

A sponsorship agreement is utilized for private sector firms to offer support of a specific event. The agreement may be for monetary support, volunteer effort or something else of value provided to the City in support of the event or activity.

(8) License Agreement:

A license agreement is utilized when individuals or entities are using City property for private purposes for a short period of time. (This is a common form of agreement for Food Trucks).

(9) Lease Agreement:

A lease agreement is utilized when individuals or entities are using City property for private purposes for a long period of time. The City Commission shall consider all lease or property sales agreements pertaining to City-owned property in accordance with the City's Charter.



Section 25: Contract Administration

25.1 General

Contract Administration begins with the signing or execution of a contract or purchase order. The purpose of contract administration is to assure that the contractor or supplier has fulfilled its contractual obligations in accordance with the terms and conditions of the agreement.

Other responsibilities include reviewing a request for changes or modifications, monitoring performance, and resolving disputes, discrepancies and deficiencies.

25.2 Notice to Proceed

Issuance of a Notice to Proceed will be provided to the contractor/vendor at a scheduled pre-construction meeting or will be mailed within ten (10) working days following execution of the contract by both parties, provided the contractor/vendor has furnished the required insurance forms and payment and performance bond forms, if applicable.

25.3 Documentation

The Purchasing and Contracts Division is responsible for maintaining all records and documentation relating to a contract. All contracts will be housed in the City's eBid System Contracts Module. The contract file, when a formal solicitation process has been utilized, shall be in chronological order and will contain at a minimum, the invitation list, evaluation and award, contract or purchase order, applicable insurance and bond forms, expediting and follow up reports, and any other actions relating to the procurement transaction.

25.4 Change Orders

Revisions, delays or disputes may cause changes in a contract. The modification of a purchase order or contract shall follow the change order procedures outlined in this Manual as well as the contract. Reasons for a change order include, but are not limited to the following:

- (1) Decreasing the cost of the purchase order or contract to the City; providing, however, such decrease does not materially alter the character of the work contemplated by the purchase order or contract.
- (2) Increasing the cost of the purchase order or contract to the City, over the formal competitive threshold must be approved by the City Commission, provided that sufficient budgeted funds are available.
- (3) Change orders shall not artificially be distributed or divided so as to bring the amount under the City Commission approval threshold and any such proposed change order shall include within it all logically connected work required to be done at the time of the proposal.
- (4) Work defined by the scope of a change order may not be commenced until obtaining final approval of the change order, except where such work is of an emergency nature.

25.5 Contract Completion and Final Payment for Major (Construction) Projects

- (1) The user department shall provide the Purchasing and Contracts Division with documentation of contract completion for major capital improvement projects and professional service contracts.
- (2) The contractor/vendor or consultant shall complete the appropriate affidavits upon completion of the project. The following affidavit forms along with the original invoice must be submitted with the contractor's/vendor's payment request:
 - (a) Certificate of Contract Completion;

- (b) Satisfaction of Lien from all sub-contractors and material contractors/vendors;
 - (c) Sub-contractor's Affidavit Form, if applicable;
 - (d) Request for Final Payment Form.
- (3) The user department shall review and approve the request for final payment, and submit to the Purchasing and Contracts Division for final processing.

25.6 Cancellations of Purchase Orders and Contracts

- (1) Purchase orders may be cancelled if the vendor fails to fulfill his/her/its contractual obligations. The user department shall complete the Close Purchase Order Request form. A formal letter shall be issued by the Procurement Official or designee with a copy to the City Attorney, the user department Director, and Contract Administrator.
- (2) Cancellations to contracts may require a action such as a notice to cure letter. Input from the City Attorney's Office is required.

Section 26: Authority to Debar or Suspend



26.1 Authority

The Procurement Official or designee, after reasonable notice to the contractor/vendor involved and reasonable opportunity for that contractor/vendor to be heard, is authorized to debar a vendor for cause from consideration for award of contracts. Debarment shall not be for a period of more than three (3) years.

26.2 Causes for Debarment or Suspension

The causes for debarment or suspension include the following:

- (1) Conviction in a state or federal court for the commission of a criminal offense that arises from obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- (2) Conviction under any state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a contractor/vendor;
- (3) Conviction under any state or federal antitrust statutes arising out of the submission of bids or proposals or contracts;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the City Manager or designee to be so serious as to justify debarment action:
 - (a) Deliberate failure without good cause to perform in accordance with the contract documents or within the time limit provided in the contract; or
 - (b) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment; or
 - (c) Refusal to perform a contract after a contract is approved by the City Commission and awarded to the contractor/vendor; or
 - (d) Any other cause the Procurement Official determines to be so serious and compelling as to affect the responsibility as a contractor/vendor, including, but not limited to, debarment by another governmental entity; or
 - (e) Violation of the ethical standards set forth in the Broward County Code of Ethics, or Florida law.

26.3 Decision

The Procurement Official or designee shall issue the written decision to debar or suspend the contractor/vendor. The decision shall state the reasons for the action taken.

26.4 Notice of Decision

A copy of the decision shall be mailed or otherwise furnished immediately to the debarred or suspended contractor/vendor/person.

26.5 Appeal

The City's decision shall be final unless, within ten (10) calendar days from the date of receipt of the decision, the appellant files a written appeal with the City Clerk.

26.6 Authority of the City Manager

The City Manager or designee shall have the jurisdiction to review the appeal regarding the suspension or debarment and decide whether, or the extent to which, the debarment or suspension was in accordance with this section, was in the best interest of the City, and was fair. Such decision by the City Manager or designee shall be final and conclusive.



Section 27: Contract Default Actions

- 27.1 If a supplier or contractor/vendor fails to deliver an order by the delivery date agreed on in the contract or purchase order or to perform according to contractual provisions, legally the supplier has breached the contract and is considered in default. Prior to taking any default action, the following factors should be carefully considered:
- (1) The specific reasons for such failure;
 - (2) The time period required to obtain the goods or services from other sources compared to the delivery time specified by the delinquent supplier.
- 27.2 If it is determined that the supplier or contractor/vendor is in default, a written notice to cure letter shall be issued advising the supplier of the following:
- (1) List of non-delivery or other non-conformance issues;
 - (2) Advise the contractor/vendor that they are in breach of the contract;
 - (3) State the number of days or a date for correction of the default;
 - (4) Advise that default of the contract will cause the City to cancel the order or terminate the contract and hold the supplier or contractor/vendor liable for any excess costs.
- 27.3 Most disputes are resolved through negotiation and compromise; however, in the event that a satisfactory solution can not be reached with the supplier or contractor/vendor and upon expiration of the time period stated in the letter(s), the City may resolve differences through an administrative process, using mediation or arbitration or through formal judicial (litigation) procedures. The supplier or contractor/vendor may be suspended from doing business with the City until a settlement has been reached.

Section 28: Vendor Quality Assurance



As a means of improving the overall quality of service provided by contractors/vendors doing business with the City, employees involved in the purchasing process shall take pro-active steps to ensure that the City's goals regarding the desired level of quality for products and services are explained and provided to prospective contractors/vendors at the beginning of the process. Benchmarks, quality milestones and measurements should be established up front to ensure that contractors/vendors have a clear understanding of the level of performance expected.

28.1 Solicitation Phase

- (1) The best time to make contractors/vendors aware of our quality requirements is at the beginning of the process. All efforts shall be made to inform prospective contractors/vendors of the City's need for quality service when developing a formal solicitation (i.e., an Invitation for Bids (IFB), or a Request for Proposals (RFP) document).
- (2) Every effort should be made to develop performance standards for the completion of the contract, which should include specific quality standards and/or benchmarks for the work to be completed or for any products to be delivered. These standards must be measurable either quantitatively, e.g. by measurement, visual inspections, etc.; or qualitatively. Factors that may be measured qualitatively include areas such as the rate of defects or errors, the number of complaints received for a service, the timeliness of delivery of products or completion of a project.
- (3) In many instances, a pre-bid or pre-proposal conference will be held to discuss issues related to a specific bid or proposal. These conferences, which are to be facilitated by a representative of the Purchasing and Contracts Division, provide an excellent opportunity to articulate the City's desire for a high quality end product from the successful bidder.

28.2 Evaluation, Negotiation and Award Phase

- (1) Once bids or proposals are opened, quality concerns should be addressed during the evaluation, negotiation and award phase of the process. Bidder responses should carefully be evaluated to ensure that the contractor/vendor is a responsible firm capable of successfully performing the work required. As a start, reviewing the contractors/vendors references is a good method for determining their past performance.

The evaluation phase also provides the City with a good opportunity to review other capabilities of the contractor/vendor, including financial viability, staffing resources, insurance coverage, licensing, and schedule commitments for other projects, as well as the ability of the firm to obtain a performance and payment bond if required for the project. Individuals evaluating contractors/vendors will be given direction in this area by the Purchasing and Contracts Division, and must coordinate their evaluation efforts with the Purchasing and Contracts Division in order to ensure the complete integrity and fairness of the evaluation process. During this process, information should be gathered about the contractor's/vendor's work plan for meeting the City's needs, and the contractor/vendor should be allowed to have any opportunity to provide the City with information regarding their capabilities either by supply materials to the City or through a meeting with the appropriate City officials.

When using an RFP, a Selection Committee shall be established by the user department, Purchasing and Contracts Division, and/or City Manager's Office. The Selection Committee may include but shall not be limited to, representatives of the end user department, including any assigned project manager, or individuals who may possess a skill or expertise related

to the scope of work and that Selection Committee will have the responsibility to evaluate initial proposal responses and narrow the contractor/vendor field for more in-depth consideration, also known as “short-listing”. The Selection Committee may also choose to take the opportunity to interview short-listed contractors/vendors during an oral presentation process facilitated by the Purchasing and Contracts Division representative.

- (2) Prior to award of a contract, the City representatives responsible for administration of that contract along with a purchasing representative if so desired are encouraged to meet with representatives of successful bidder in an effort to establish benchmarks for performance under their contract. This process shall be followed in any instance where a bidder will have direct contact with City residents on a regular basis. Examples of direct service contracts include, but are not limited to contracts for Waste Hauling Services, Recycling Services, Landscaping Services, and Towing Services.
- (3) During these pre-award negotiations or contractor/vendor meetings, the City shall make every effort to ensure that a contractor/vendor has a clear understanding of the level of service required by the City, and that the City and contractor/vendor have appropriately defined the level of satisfaction required from the contractor/vendor during execution of their contract with the City.
- (4) Prior to award, the City and the contractor/vendor shall mutually agree on benchmarks, tasks to be completed, or other performance measure that gauge the effectiveness of the final agreement. Remember that these factors must be readily measurable. Examples of the types of measures that might be used may include items such as the following:
 - a. Schedule for completion of various portions of a project (include schedule milestones for various phases of the project; or develop a checklist of specific tasks or items that need to be accomplished either on a routine basis, or within a specific timeframe).
 - b. Number of complaints received from the public (agree on a maximum number of complaints that will be tolerated).
 - c. Maximum number of defects allowable (in some instances, we may require a zero tolerance for defects by the contractor; however, this number needs to be a realistic representation of the capabilities of bidders in the marketplace).

28.3 Contract Administration Phase

The contract administration phase is one of the most important opportunities to ensure quality for the current contract at hand and to ensure that contractors/vendors delivering poor quality will not be used for future projects. The key to effective contract administration are:

- (1) Continued review of progress or lack of progress
- (2) Appropriate documentation of findings
- (3) Ongoing two-way communications with appropriate feedback

During the contract administration phase, certain steps should be taken to ensure receipt of a quality product, included but not limited to:

- (1) Appoint a qualified City employee to act as a “Project Manager” to monitor the progress of the contract and to evaluate compliance with benchmarks. The City shall immediately inform the contractor/vendor in the event that it is necessary to appoint a new project manager.
- (2) At the beginning of the contract, the project manager should reiterate the City’s quality requirements for the project or goods, as well as the evaluation measures that will be used

to evaluate the contractor's/vendor's performance. A representative of the Purchasing and Contracts Division should also be involved in providing the contractor/vendor with information regarding what the City will generally expect from the contractor/vendor over the course of the contract's performance.

The project manager should discuss the specific project evaluation factors in depth with the contractor/vendor; and ensure that the contractor/vendor understands what level of quality is expected from the contractor's/vendor's performance. It may be necessary to re-visit these quality requirements with the contractor/vendor on a regular basis and make adjustments to those requirements as necessary, throughout the course of the contract. (Note: Adjustments that are material in nature and may impact the cost or schedule must be approved by the City Manager through the use of a formal contract change order.)

- (3) The project manager shall review with the contractor/vendor, exactly how the evaluation process will take place, and what results will be expected during the evaluation process.
- (4) Evaluations of the contractor/vendor shall be made on a regularly scheduled basis. When performing evaluations of the contractor/vendor, the project manager shall base the evaluation score on the satisfaction of benchmarks, milestones or accomplishments that were agreed upon at the time of contract award. The project manager shall provide detailed documentation of reasons for a poor evaluation of any benchmark on an ongoing basis throughout the course of the contract.
- (5) The project manager shall regularly schedule feedback sessions with the contractor/vendor where the results of the evaluations are shared. The project manager shall discuss any exceptions to the contract requirements that have been taken by the contractor/vendor and shall discuss any negative variances with the agreed upon evaluation benchmarks. These feedback sessions should be scheduled as often as necessary to ensure that the contractor/vendor is well aware of any deficiencies in quality in order to ensure that steps to correct any problems as deficiencies are noted. The project manager shall provide immediate feedback to the contractor/vendor as necessary and appropriate in the event that an unacceptable level of performance or serious deficiency is noted that requires immediate action.

28.4 Remedies for Non-Performance

Despite the best efforts with our contractors/vendors, when the service level provided is not acceptable to the City, further actions may be required to either ensure that the requested quality level is provided by the contractor/vendor, or that the City's needs are accommodated by another source. Actions to be taken by the City in this type of situation should be a part of the feedback delivery process and should be administered in a progressive manner. Remedial actions must be administered by the Purchasing and Contracts Division and may likely require the involvement of the City Attorney. The progressive remedy process includes the following phases:

(1) Development of a Corrective Action Plan:

The user department shall develop a corrective action plan and work with the Purchasing and Contracts Division to ensure that the plan is reasonable and realistic.

Corrective action plans should specifically detail steps required to be taken by the contractor/vendor in order for them to achieve the results that meet our level of satisfaction. Corrective action plans should specify any deficiencies in the products and services. This, in essence, may seem to be a restatement of the project goals outlined to the contractor/vendor throughout the contract process; however, the corrective action plan will include specific and often very harsh consequences for non-compliance with the plan by the contractor/vendor. For this reason, it is important to impose realistic deadlines on the contractor/vendor for the achievement of the corrective action and to specifically detail actions that will be taken by the City if the plan is not followed.

The final corrective action plan will be issued to the contractor/vendor in writing by the Procurement Official or designee and may include remedies such as monetary penalties, the requirement to cover the cost of goods purchased from another source, termination of the agreement, or even suspension or debarment, dependent upon the seriousness of the deficiency. The Procurement Official or designee will normally impose a deadline of approximately thirty (30) days from the date of the written correspondence for compliance with the plan and indicate that the City reserves the right to terminate the agreement if the terms of the correction action plan are not fulfilled by the contractor/vendor.

- (2) In the event that the contractor/vendor fails to meet the obligations of the corrective action plan, the next step may include the termination of the contractor's/vendor's contract. Most City contracts include standard termination language that gives the City the right to terminate a contract for default. If it is determined that circumstances warrant termination, after appropriate notification of the City's intent, action shall be initiated by department after consultation with the Procurement Official or designee to terminate the contractor's/vendor's agreement. If the project is covered by a performance and payment bond, the Contractor will forfeit their bonds, and the City will be able to work with the bonding company to ensure completion of the project using funding provided through the bond.
- (3) Contractors/vendors that have severe deficiencies, or who may have violated the law, may be suspended and debarred for a period of up to two (2) years after being given proper notice.
- (4) In all cases, whether a contractor/vendor defaults on an agreement, or performs in a manner that exceeds all of the City's expectations, it is important to maintain the documentation of contractor/vendor evaluations and/or any corrective or punitive actions. This documentation is extremely important, especially for poorly performing contractors/vendors, as it provides the City with background for considering the viability of that contractor/vendor for future contract awards; and may be used as background information when developing requirements and specifications for future contracts. Failure to maintain this documentation may result in the City having no viable justification for not awarding a contract to a contractor/vendor that has had past performance problems with the City. In addition to retaining such documents pursuant to Florida's public records laws as may be amended from time to time, it is recommended that copies of documentation for poorly performing contractors/vendors be maintained with the Purchasing and Contracts Division.

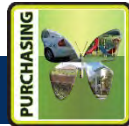
28.5 Feedback

- (1) The City may occasionally request feedback from contractors/vendors who have worked with the City. Feedback may be conducted with individual contractors/vendors via exit interviews after the completion of a project, or through a survey process. Surveys may be addressed to individual contractors/vendors, or may be addressed to a group of vendors who have provided services or commodities to the City.
- (2) Upon completion of a project, the City may also provide feedback to a contractor/vendor via completion of an assessment of work completed. This type of assessment will normally be prepared upon completion of a construction contract, or a term service agreement. The City's project manager will normally be responsible for the completion of evaluations of this type and will share the results with the contractor/vendor.

Section 29: Bid Tampering



- 29.1 All Selection Committee members shall comply with Section 838.22, Florida Statutes as may be amended from time to time.
- (1) It is unlawful for a public servant, with corrupt intent to influence or attempt to influence the competitive bidding process undertaken by any state, county, municipal, or special district agency, or any other public entity, for the procurement of commodities or services, to:
 - (a) Disclose material information concerning a bid or other aspects of the competitive bidding process when such information is not publicly disclosed.
 - (b) Alter or amend a submitted bid, documents or other materials supporting a submitted bid, or bid results for the purpose of intentionally providing a competitive advantage to any person who submits a bid.



Section 30: Piggyback Contracts & Purchasing Cooperatives

Commission Approval is not required for Piggyback and Cooperative Contracts

30.1 Piggyback Contracts

“Piggybacking” is purchasing off existing contracts that have already been formally bid and awarded by the State of Florida, General Services Administration (GSA), U.S. Communities, Co-operatives, or other government entities, as long as the following criteria are met:

- (1) The materials, supplies, equipment, and/or services must be specifically within the scope of the contract and the contract must be active. A purchase cannot be made utilizing a contract that has expired.
- (2) None of the material or substantive requirements, terms, and conditions may be modified from the original contract that is being piggybacked. Therefore, the product, price and any other material term of the contract being piggybacked may not be changed.
- (3) The contract must include language that authorizes outside agencies to piggyback the contract. Documented authorization must be obtained from the lead agency and awarded contractor/vendor to utilize contracts that do not contain language authorizing outside agencies to piggyback the contract.
- (4) The City is prohibited from piggybacking contracts that are site specific to an agency unless the dimensions of the site are exactly the same.

Piggybacking is an effective way to save time and money when purchasing materials, supplies, equipment, and services for the City. In lieu of the City going through the formal sealed bid process or acquiring quotes, the City may piggyback existing government contracts or agreements that have been through a competitive process. Such purchases may be made without bidding, provided they are in the best interest of the City.

30.2 Purchasing Cooperative

- (1) The City may participate in, sponsor, conduct or administer a cooperative procurement agreement with one (1) or more public agencies for the purpose of combining requirements to achieve economies of scale, increase efficiency or reduce administrative expenses.
- (2) This procedure applies to the acquisition and/or disposition of all tangible personal property by pooling common requirements; preparing common specifications and purchasing supplies from contracts awarded by/available to other governmental entities.
- (3) The City is a member of the Southeast Florida Governmental Purchasing Co-operative Group. As such, the City is entitled to the rights and privileges afforded to members of that group. The City is expected to follow the by-laws of the group during Co-operative Purchases. The Co-op website (<https://www.nigpsefl.org>) shall be referenced for more information.

30.3 Substantiation Required by Purchasing

The Purchasing and Contracts Division will require the following in order to support a piggyback contract:

- (1) Notice of Award Letter
- (2) Contract Period
- (3) Renewal Letter (if applicable)

- (4) Contract Pricing
- (5) Proof of Commission Approval (Resolution or Motion)
- (6) Executed Agreement (including Exhibits, Attachments)
- (7) Copies of RFP, IFB, and/or RFQ

30.4 City's Piggyback Contract

- (1) User departments requesting to piggyback a contract for services shall provide the Purchasing and Contracts Division with the required piggyback documents listed herein for review. Purchasing staff shall create a short-form piggyback agreement for signature by the contractor/vendor, the City Attorney, City Manager and City Clerk.

30.5 Items that Cannot be Purchased via Piggyback/Cooperative Agreement.

The following items require an ordinance and cannot be purchased via piggyback/cooperative agreement:

- (1) Agreements to grant, renew, or extend a franchise
- (2) Agreements to regulate the rate charged for water and wastewater services
- (3) Agreements that convey or lease or authorize the conveyance or lease of any lands owned by the City
- (4) Agreements that acquire by purchase, dedication or condemnation real property

Section 31: Sole Source and Single Source Purchases



A contract may be awarded for a supply, service, or construction item without competition when the Procurement Official or designee determines in writing that there is only one (1) economically feasible source for the required supply, service, or construction item, or when requirements for standardization, warranty, geographic and territorial restrictions, or other factors create a situation where competition is either not feasible or practicable.

31.1 Definitions

(1) Sole Source Definition

A source selected for the purchase of goods or services \$3,000.00 or more when there are no other sources capable of providing the goods or services except for the one (1) selected.

(2) Single Source Definition

A source selected for the purchase of goods or services \$3,000.00 or more due to the compatibility of equipment, replacement parts, training, warranty, or some other unique purpose, although other sources are available.

31.2 Requirement

Sole source or single source purchases shall be considered based on meeting at least one (1) of the following criteria:

- (1) The purchase of goods or services for which there is no competitive product or service, particularly because of patents, copyrights, secret processes, conflicts, specialized expertise or natural monopolies;
- (2) The purchase of a component or replacement part for which there is no commercially available substitute and which can be obtained from only the manufacturer;
- (3) The purchase of an item where compatibility is the paramount consideration;
- (4) The purchase of a proprietary item from a distributor or service provider who has exclusive rights to geographic, regional, or territorial location;
- (5) Purchase of used equipment;
- (6) Where a sole supplier's item is needed for trial use or testing;
- (7) Where a sole supplier's item is to be procured for over the counter resale;
- (8) Where public utility services are to be procured and there is no established competition;
- (9) The purchase of the item involves a die, tool, mold charge, or costly setup and the expense of duplicating the item or setup is likely to be substantial;
- (10) Unsolicited offer.
- (11) The purchase of items critical to the security of City facilities.

31.2.1 Unsolicited Offer

An unsolicited offer is any offer other than that submitted in response to a solicitation. To be considered for evaluation, an unsolicited offer:

- (1) Must be made entirely at the initiative of the vendor;
- (2) Must be in writing;

- (3) Must be sufficiently detailed to allow a judgment to be made concerning the potential utility of the offer to the City;
- (4) Must be unique or innovative to City use;
- (5) Must demonstrate that the proprietary character of the offering warrants consideration of the use of sole source procurement; and
- (6) May be subject to testing under terms and conditions specified by the City.

Departments requesting "sole source" approval must provide documentation from the manufacturer or contractor/vendor proving sole source status. Providing a patent number or other information indicating they are the only contractors/vendors in the area may satisfy this requirement.

Note: The Sole Source / Single Source Justification form must be completed for all purchases that are \$3,000.00 or more. Sole Source/Single Source purchases of \$50,000.00 or more require City Commission approval.

31.3 Annual Procedures

The City will establish internal tracking procedures to ensure that all claims of sole source are monitored for validity. Sole Sources shall be verified annually on the anniversary date of the sole source letter, or approval of the Sole Source/Single Source Justification Form, or the sole source advertisement date; whichever is deemed most appropriate.

31.3.1 Procedures:

- (1) Approved sole sources are valid for one (1) calendar year from date of issue. All expired sole source documentation will be filed in the Expired Sole Source folder.
- (2) Each sole source will be reviewed individually to verify the validity of the sole source claim. The following forms will be reviewed for compliance:
 - a. Completed sole source justification letter;
 - b. Sole source letter from the vendor/distributor/manufacture;
 - c. Quotes and correspondence from other considered sources; and
 - d. Any other necessary or required back-up to support the purchase as a sole source
- (3) Departments that are using an expired sole source contractor/vendor and wish to continue using said vendor shall provide Purchasing and Contracts Division with the necessary back-up to prove the contractor's/vendor's sole source status.
- (4) If the contractor/vendor is no longer a sole source, the user department is required to competitively seek quotes, research a piggyback opportunity, or bid the project/service.

Section 32: Exempt Purchases



32.1 Exempt contractual services not subject to the competitive procurement requirement:

- (1) Services involving special skill, ability, training or expertise which are in their nature, unique, original, or creative.
- (2) Legal services including, but not limited to, attorneys, paralegals, expert witnesses or expert consultants, mediators, arbitrators, appraisal services, investigative services, and court reporters.
- (3) Persons or entities retained as “expert consultants” to assist the City in litigation, or in threatened or anticipated litigation.
- (4) Actuarial services.
- (5) Academic program reviews, lectures or seminars by individuals.
- (6) Advertisements.
- (7) Auditing services that are not subject to the requirements of Chapter 218, Part III, Florida Statutes.
- (8) Health services involving examination, diagnosis, treatment, prevention, medical consultation or administration.
- (9) Artistic services, including all those that are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting and sculpture, photography, culinary arts, fashion design, and the like, provided, however, that contracts for artistic instructors, coaches, teachers, aides and assistants are deemed contractual services subject to the requirements of competitive procurement.
- (10) Performing artists and entertainment-related services for City sponsored events. Performers hired to provide entertainment for the benefit of the residents of Coconut Creek and the general public at any City facility.
- (11) Purchases from Other Governmental Entities or Not-for-Profit Organizations – Purchases of goods or services from the federal government, any state, or political subdivision thereof, or any municipality are exempt from the requirements of this section.
- (12) Purchases of Goods or Services from Contracts by Other Governmental or Not-For-Profit Entities by a Formal Competitive Selection Process – The purchase of goods or services under a contract awarded by the United States Government or another governmental or not-for-profit entity by a formal competitive process is authorized provided the Procurement Official or designee makes a determination that time, expense and marketplace factors make it financially advantageous for the City to do so.
- (13) Dues and memberships in trade or professional organizations;
- (14) Registration fees for trade and career fairs. Fees and costs of job-related seminars and training, purchase of groceries, travel expenses, hotel accommodations and hotel services associated with job-related seminars/training.
- (15) Subscriptions for periodicals and newspapers
- (16) Postage.
- (17) Abstracts of title for real property; title searches and certificates; title insurance for real property; real estate appraisal services.

- (18) Employment Agreements for non-charter personnel.
 - (19) Water, sewer, telecommunications and electric utility services.
 - (20) Copyrighted materials or patented materials including, but not limited to, technical pamphlets, published books, maps, testing or instructional materials.
 - (21) City-sponsored events held at venues not owned by the City.
 - (22) Purchase of motor vehicle license plates from a governmental agency.
 - (23) Any services identified in Section 287.057, Florida Statutes as may be amended from time to time, as being exempt from competitive bid/request for proposal requirements.
- 32.2 Sole and Single Source Procurements – A contract may be awarded for a supply, service, or construction item without competition when the Procurement Official or designee determines in writing that there is only one (1) economically feasible source for the required supply, service, or construction item, or when requirements for standardization, warranty, geographic and territorial restrictions, or other factors create a situation where competition is either not feasible or practicable.
- 32.3 Emergency Procurements – An emergency condition is a situation that creates a threat to public health, welfare, or safety. The existence of such condition creates an immediate and serious need for supplies, services or construction that cannot be met through normal competitive procurement methods and the lack of which would seriously threaten: (1) The functioning of City operations; (2) The preservation or protection of property; or (3) The health or safety of any person. In those cases where an emergency situation exists, the quote and bid requirements contained in the City's Charter, Code of Ordinances and Resolutions may be waived.
- 32.4 Cooperative Purchasing – When deemed to be in the best interests of the City, the City may participate in, sponsor, conduct or administer contracts under a cooperative purchasing program with one (1) or more governmental units for the procurement of any supplies, services, or construction. Such cooperative purchasing programs may include, but not be limited to, joint or multiparty contracts between public procurement units and open ended public procurement term contracts that are made available to other governmental units.
- 32.5 Professional Services – Contracts for the services of professionals, including but not limited to the practice of law, management consulting, medicine, or other area of expertise as determined by the City Manager or designee to be in the best interest of the City, and not otherwise subject to the requirements of Section 287.055, Florida Statutes as may be amended from time to time, may be entered into without competitive bidding, however, qualifications, work history and other relevant data shall be reviewed before entering into such contracts. Professional services contracts that are \$50,000 or more will require approval by the City Commission.
- 32.6 Owner Direct Purchases – A contract may be awarded for supplies or materials without competition where such supplies or materials are being procured by the City as an owner direct purchase for incorporation into a public works project, the contract for which was previously awarded by the City, which prior award included the cost of such supplies and materials. In such event, the City shall procure the supplies or materials in accordance with Florida Statutes and regulations related to owner direct purchases by governmental entities.

The foregoing enumeration of services deemed to be exempt from the competitive procurement requirements is not intended to be an exhaustive or exclusive list. The City Manager or designee may determine if a contractual service must be procured through the procurement process, if not expressly indicated above.

Note: Although the above items are exempt from bidding, any purchase that exceeds \$50,000.00 must be approved by the City Commission prior to the purchase.

Section 33: Capital Outlay



- 33.1 Capital Outlay is the purchase of a Fixed Asset. A Fixed Asset is a specific piece of property or equipment, which has a unit cost of \$5,000 or more (which may be amended by Florida Statutes), and has a useful life of more than one (1) year.

These purchases are to be encumbered using the appropriate capital outlay account number.

Section 34: Capital Improvement Projects



34.1 Capital Improvement

Any major expenditure relating to the acquisition, expansion, or rehabilitation of the City's infrastructure and major equipment purchases, which generally falls into one of the following categories: land purchase; new structures; structural and non-structural improvements; major repairs; and major equipment.

34.2 Capital Improvement Project

Any major expenditure exceeding \$50,000 and a useful life of five (5) years or more for physical government facilities such as costs for acquisition of land or interests in land; construction of buildings or other structures, including additions or major alterations; construction of streets or utility lines; fixed equipment; and major landscaping and similar expenditures, including associated planning and design work related directly to an individual project.

Note: All CIP's are associated with a Project Code.

Section 35: Surplus



35.1 General

All personal property that is no longer needed or used by a department, to include vehicles, heavy equipment, desks, chairs, tables, office equipment, etc. are to be reported to the Purchasing and Contracts Division for disposition by either transfer, scrap, or sale in accordance with Florida State Statutes. Transfer to other City departments should be considered first. The Purchasing and Contracts Division may survey the other departments and divisions to determine if the property is needed or can be used in another area.

35.2 Definitions

- A. **Surplus Property** means City-owned property that has been classified as obsolete or the continued use of which is uneconomical or reached the end of its useful life, damaged, no longer needed, worn out, excess, scrapped, or not economically feasible to repair or which serves no useful function.
- B. **Confiscated and Recovered Property (Forfeiture)** means property that the City's Police Department confiscated and recovered pursuant to applicable state and federal laws. Upon request from the Police Chief, the Purchasing and Contracts Division may sell such confiscated property; however, generally, the Police Department is responsible for the disposition of such property in accordance with law as may be amended from time to time.
- C. **Scrap** means damaged, spent, or otherwise unusable equipment, parts, or a material that's only value lies in recycling of its component parts or materials.
- D. **Lost and Found Property** means private property located by or turned in to the Police Department or designee department for custodial safekeeping until the owner is located or until a time deadline expires.

35.3 Procedures

Departments are required to supply the Purchasing and Contracts Division with a completed surplus form, and attach any necessary documentation to substantiate the property as surplus. Unless requested by the user department, items will be sold "as is" to the highest bidder. The user department may suggest a dollar value per item or per lot of items; however, such suggestion shall not constitute the minimum sale amount. All surplus property will be disposed of pursuant to this policy.

Should attempts to sell surplus or scrap items fail, the Procurement Official or designee may at his/her discretion, declare the items as worthless and authorize their discard. Documentation of items for "discard" status must be prepared by purchasing staff and signed by the Procurement Official or designee and filed with the appropriate documents.

35.4 Approval Authority

Prior to final disposition, all property valued over \$5,000 shall first be declared surplus and shall require City Commission approval as per Section 274.07, Florida Statutes as may be amended from time to time.

Approval Authority	Approval Amount	Description
City Commission	Over \$5,000	City Commission approval is required for surplus property which has a purchase price of \$5,000 or more and has a City fixed asset number.
Chief Financial Officer	\$5,000 and under	All surplus property valued \$5,000 and under such as desks, chairs, tables, office equipment, etcetera shall be approved for disposal by the Chief Financial Officer or designee.

35.5 Methods of Disposal

The Procurement Official or designee shall have the authority to dispose of surplus property by the method or methods deemed to be most advantageous, convenient and economical to the City. Methods of disposal of surplus property may include, but not be limited to, the use of the following:

- (1) Public auction;
- (2) Internet auction;
- (3) Competitive sealed bids;
- (4) Established markets;
- (5) Sales at posted prices; and
- (6) Trade-in for new equipment.

35.6 Disposition of Surplus Property

- (1) Property that has been declared surplus may be donated or sold to another governmental agency or to a private nonprofit agency at the discretion of the City Manager or designee.
- (2) Property that is in a wrecked, inoperable or partially dismantled condition, or that has deteriorated to the point that it has no apparent monetary value, or may pose a potential risk to the City if disposed of through a sale, may be discarded as trash through an environmentally acceptable method, upon receipt or written approval by the Procurement Official or designee.
- (3) In the event that either the competitive sealed bid or public auction methods for disposal are used, notice of a proposed sale of property shall be electronically noticed/published on the Internet at least one (1) week prior to the scheduled sealed bid or auction. The property shall be available to prospective buyers for inspection in advance of the bid opening or auction closing date.
- (4) Competitive sales of surplus property shall be made to the highest responsive and responsible bidder.

Section 36: Monitor and Control



36.1 There are three (3) basic control factors established to monitor and control spending:

- (1) Budget availability;
- (2) Individual spending levels; and
- (3) Detail expenditure status report - this report is a management tool used to monitor spending within a department, division, or the City as a whole. The summary may be printed for a specific period. This is one of the tools that may be used by the City Manager, the Chief Financial Officer, and the department directors in determining and modifying spending levels.

Section 37: Selection of Contractors/Vendors



- 37.1 The Purchasing and Contracts Division will monitor and maintain contractor/vendor records. The City's financial software system automatically assigns numbers to new contractors/vendors once an account is created.
- (1) The Purchasing and Contracts Division or the user department will make contact with new contractors/vendors, obtain accurate mailing and remittance addresses, a completed W-9 form, 1099 data, FEIN, and any other pertinent information.
 - (2) Competitive pricing will be obtained from a list of contractors/vendors, State Contracts, Southeast Florida Governmental Purchasing Cooperative Contracts, GSA Contracts or Piggyback Contracts to ensure the lowest responsible price.
 - (3) Complaints relating to contractor/vendor performance must be reported in writing to the Purchasing and Contracts Division. Reporting is necessary in order to monitor and evaluate contractor/vendor performance, and if required, to take appropriate timely action. Section 22 – Vendor Quality Assurance shall be adhered to ensure quality service is being provided by contractors/vendors doing business with the City.

Section 38: Invoices



38.1 Contractor/Vendor Payment

The Finance and Administrative Services Department must have authorization from the user department purchasing the goods or services to pay the invoice and the user department is responsible to ensure that all legal and procedural requirements have been met before the Finance and Administrative Services Department issues payments to contractors/vendors. The City processes most invoices for payment within thirty (30) days. Questions regarding payments can best be answered by Accounts Payable, (954) 973-6730. Original detailed invoices shall be mailed to:

City of Coconut Creek
Accounts Payable
4800 West Copans Road
Coconut Creek, Florida 33063

38.2 Chapter 218, Part VII, Local Government Prompt Payment Act, Florida Statutes

38.2.1 Sections 218.70 through 218.80, Florida Statutes as may be amended from time to time, set forth the Local Government Prompt Payment Act, which requires that payment for all purchases by local governmental entities be made in a timely manner.

38.2.2 The Florida Prompt Payment Act provides that the City may set forth the requirements for an invoice to be a proper invoice. The requirements of a proper invoice shall be set forth in the agreement or contract governing the purchase. However, in addition, no invoice submitted by a vendor shall be considered a proper invoice unless the invoice is an original invoice, is delivered to the City in accordance with the purchase order, and sets forth the following additional information:

- 1) The invoice shall contain the City's purchase order number (if applicable), the name of the business organization that is recited in the City's purchase order or other controlling document and the contractor's/vendor's federal identification number.
- 2) The invoice shall contain the date of preparation and an invoice number to facilitate identification of the invoice.
- 3) The invoice shall contain a description of the goods or services or property provided to the City and the delivery terms set within the City purchase order.
- 4) The invoice shall contain the location and date of delivery of the goods or services or property to the City.
- 5) The invoice shall contain the quantity of the goods or services or property provided to the City; and the unit price of the goods or services or property provided to the City.
- 6) The invoice shall contain the extended total price of the goods or services or property provided to the City; and the applicable prompt payment discounts.

Section 39: Procurement Card (P-Card) Program



39.1 Definition

The purpose of the Visa P-Card Program is to provide an efficient, cost-effective method of purchasing and paying for small-dollar purchases as well as large dollar payments. The P-Card can be used whenever a purchase order, check request, or petty cash would have been processed and with any contractor/vendor that accepts the Visa credit card. Employees authorized by their Department Director to receive a Visa P-Card shall utilize the credit card for City authorized purchases only. Purchases made with the Visa P-Card shall be in accordance with purchasing policies and procedures.

39.2 P-Card Back-up and Weekly Transaction Reports

Cardholders are responsible for obtaining an itemized receipt or invoice and are required to promptly turn-in all receipts or invoices to their Administrative Assistant for approval and processing. Approved Transaction Reports must be submitted to Accounts Payable in accordance with the reporting schedule.

39.3 Technology Approvals

All purchases for technological equipment, software and telecommunications equipment shall require the approval of the City's Information Technology Department Director or designee.

39.4 Foreign Currency Transaction Fees

Purchases made in a foreign country will generate a transaction fee based on the exchange rate (the value of the foreign currency converted to United States currency). The foreign currency transaction fee(s) shall be coded the same code as the purchase that generated the fee is coded.

Note: The P-Card Authorization Form must be completed for all purchases \$3,000.00 or more.

Section 40: Signature Authority



40.1 Purpose

The purpose of this section is to clarify the process and procedure for approving and executing agreements and contracts on behalf of the City.

Any agreement or contract that exceeds a financial threshold of \$9,999.99 shall require the written approval of the City Manager. It should be noted that only the City Manager, or his/her designee, has signature authority to sign contracts and agreements over \$9,999.99 on behalf of the City. All agreements must be reviewed by the City Attorney or designee for legal form and sufficiency.

40.2 Agreements/Contracts

All Agreements and contracts shall be subject to review by the City Attorney's Office and shall be approved by the City Attorney as to form and legal sufficiency and attested to by the City Clerk.

Signature Authority	Approval Amount
Under \$50,000.00	
Department Director	\$0 to \$9,999.99
City Manager	\$10,000.00 to \$49,999.99
\$50,000.00 or more	
City Commission Approval Required (designating authorized signor)	\$50,000.00 or more

40.3 Amendment to Agreements/Contracts

No Provision for Amendment - Commission Approval Required

If the City Commission approved an agreement or contract in its original form and there is no provision for an amendment to the agreement or contract, any proposed amendment, regardless of the dollar amount, shall be approved by the City Commission.

Provision for Amendment \$49,999.99 and under

If there is a provision for an amendment approved by the City Commission in its original form, then and only then, can the agreement or contract be amended without City Commission approval, consistent with such provision contained within the agreement or contract. If the amendment has an associated dollar amount of \$49,999.99 or less, the City Manager is authorized to sign the amendment.

Signature Authority	Approval Amount
City Manager	\$49,999.99 and under

Provision for Amendment(s) \$50,000.00 or more

If there is a provision for an amendment approved by the City Commission in the original form, City Commission approval shall be required once the aggregate of the amendments exceed \$50,000.00.

Consent to Assignment and Assumption Agreement

If there is not a provision for assignment approved by the City Commission in the original form, City Commission approval shall be required.

40.4 License Agreements for Use of City Property

A License agreement for less than one (1) year, or for one (1) year but only on an intermittent, non-consecutive basis, for which the City receives remuneration for such use, shall be approved by the City Manager or designee. A License agreement that covers a one (1) year or more period, that allows consecutive uninterrupted use of City property, for which the City receives remuneration for such use, shall be approved by the City Commission.

Signature Authority	Approval Amount
City Commission Approval Required (designating authorized signor)	One (1) or more consecutive years of use
City Manager or designee	One (1) year intermittent use or less than one (1) year

40.5 Requisitions

The user department shall approve requisitions prior to the Purchasing and Contracts Division, the Finance and Administrative Services Department, and the City Manager. Hard copy purchase orders under \$2,999.99 shall reflect the Procurement Official's signature and hard copy purchase orders of \$3,000.00 or more and up to \$9,999.99 shall reflect the Chief Financial Officer's signature. Hard copy purchase orders of \$10,000.00 or more shall reflect the City Manager's signature.

Approval Authority	Approval Amount
User Department Director	Over \$0
Purchasing and Contracts Division	\$0 to \$2,999.00
Chief Financial Officer	\$3,000.00 to \$9,999.99
City Manager	\$10,000.00 and over

40.6 Change Orders for Formal Competitive Sealed Solicitations

The formal Change Order Form is located in the contract documents and shall be completed by the user department or Contract Administrator and routed, with appropriate back-up, for signature and then submitted to the Purchasing and Contracts Division for processing. City Commission approval shall be required once the aggregate of the change orders exceed \$50,000.00.

40.7 Change Orders for all Other Purchase Orders

User departments shall complete the informal Change Order Form template for master and blanket purchase orders and for purchase orders issued for emergencies, piggyback contracts and for quotes. The completed form shall be routed, with the appropriate back-up, for signature and then submitted to the Purchasing and Contracts Division for processing. City Commission approval shall be required once the aggregate of the change orders exceed \$50,000.00.

Approval Authority	Approval Amount
User Department Director	Over \$0
Purchasing and Contracts Division	\$0 to \$2,999.99
Chief Financial Officer	\$3,000.00 to \$9,999.99
City Manager	\$10,000.00 to \$49,999.99
City Commission	\$50,000.00 and over

40.8 Purchasing Levels

Purchase Amounts	Requirement
Under \$2,999.99	No quotes required
\$3,000 to \$49,999.99	At least three (3) written quotations required
\$50,000.00 and over	Require City Commission approval

Section 41: Gifts and Gratuities



- 41.1 Acceptance of gifts and gratuities at any time from residents or contractors/vendors is prohibited. Employees must not become obligated to any supplier and shall not conclude any City transaction from which they may personally benefit.

The offer of any gratuity to an official or employee of the City by any vendor or contractor shall be cause for declaring such individual or firm to be an irresponsible bidder and may be grounds for suspension from bidding.

All gifts and food deliveries to the City shall be brought to the attention of the City Manager's Office. Items such as gift baskets or tickets shall be donated to the City's Social Committee and raffled off. All food deliveries shall be placed in a central location for consumption by all City employees.

Section 42: Violation of Purchasing Policy



- 42.1 Violation of any provision of this Purchasing Policies & Procedures Manual shall be cause for disciplinary action. Disciplinary action may range from an oral reprimand to dismissal from City service depending upon the degree of violation. Violations may also result in revocation of privilege to use the City's Visa P-Card, access to enter requisitions and other purchasing functions. Removing an employee's privileges does not absolve the user department from their responsibility to perform purchasing functions. Furthermore, the City, reserves all rights to pursue appropriate legal action to the fullest extent permitted by law.

Section 43: Sustainable Purchasing Policy



43.1 General

Effective purchasing is sustainable purchasing that promotes positive outcomes for the economy, environment and society. The Purchasing and Contracts Division encourages City departments to embed sustainability in purchasing decision making and to consider environmental factors, as appropriate, in planning for the purchase of products and services. In accordance with the City Green Plan, environmental themes such as energy efficiency, green building and waste reduction, are critical purchasing factors to consider.

43.2 Definitions

- A. **Sustainable Purchasing** means purchasing materials, products, and labor in a manner that reflects fiscal responsibility, social equity, environmental stewardship and community enhancement.
- B. **Energy-Efficient Products and Structures** means products that meet governmental and third-party energy efficiency standards to include, but not be limited to: EPA (Environmental Protection Agency) guidelines, Energy Star qualifications, LEED (Leadership in Energy and Environmental Design) certification, Green Seal, Green Globe, etc.
- C. **Environmentally Preferable Purchasing** means purchase of products or services with a reduced negative effect on human health or the environment when compared with products or services that serve the same purpose. This includes products that contain recycled material, reduce toxicity and pollution, prevent waste and conserve energy and water.

43.3 The Sustainable Purchasing Policy is intended to:

43.3.1 Empower

- A. Encourage the purchase and use of materials, products and services that best align with the City's fiscal, environmental, social, community and performance goals; and
- B. Empower City staff to be innovative and demonstrate leadership by incorporating progressive and best-practice sustainability specifications, strategies and practices in procurement decisions.

43.3.2 Reduce and Recycle

- A. Reduce environmental impacts from City's use of products, including reduction of greenhouse gas emissions, reduction of landfill waste, health and safety risks, and resource consumption and encourage the purchase of recycled goods.

43.3.3 Sustain

- A. Incorporate sustainability standards into procurement decisions; and
- B. Encourage contractors/vendors to promote products and services that they offer which are most suited to the City's sustainability principles; and
- C. Encourage and promote contractors/vendors to bring forward emerging and progressive sustainable products and services, by being a consumer of such products and services.

43.4 Exceptions

This policy shall not be construed as requiring a department or contractor/vendor to procure products that do not perform adequately for their intended end use or are not available at a reasonable price or in a reasonable period of time.



Appendix A

Glossary of Terms

A.M. Best: A widely recognized rating agency dedicated to the insurance industry. A.M. Best ratings describe the financial strength of insurance companies.

Addendum: Means a document that is subsequently issued to add, supplement, delete, modify or clarify any directions, instructions, information, specifications, terms or conditions to a solicitation.

Advertising: A form of public legal notice of an intended purchase.

Agreement: A duly executed and legally binding contract.

Alternate Bid: A bid submitted in knowing variance from the specifications, terms, conditions, or provisions of the solicitation. The City reserves the right to determine acceptance of proposed equivalent or equal items.

Amendment: Any written revision or modification to a provision of any current contract accomplished by mutual agreement of the parties to the contract.

Architectural and Engineering (A & E) Services: Professional services within the scope of the practice of architecture and professional engineering, as defined by the jurisdiction, usually involving research, design, development, construction, alteration, or repair of real property.

As Is: Term indicating that goods offered for sale are without warranty or guarantee and that the purchaser takes the goods at his own risk without recourse against the seller for the condition or performance of the goods.

Assignment: The legal transfer of a claim, right, interest, or property.

Award: City Commission's approval of a bid or a proposal.

Best Interest of the City: The rationale granting a Procurement Official or designee discretion in taking action most advantageous to the City when it is impossible to interpret adequately a specific response by law or regulation.

Best Value: A method of award that uses a cost/benefit analysis to define the best combinations of quality, services, time, and cost considerations over the useful life of the acquired item.

Bid: A competitive price offer submitted by a prospective vendor in response to a formal invitation (Invitation for Bids) issued by the City.

Bid Acceptance: The unconditional receipt of the bid at the designated bid location within the time frame and conditions set in the bid document. Any alterations to the bidder's offer after the close of the bid or any deviations from the conditions set in the bid document may result in the rejection and removal of the bid.

Bid Bond: An insurance agreement in which a third party (the surety) provides financial assurance that a bid has been submitted in good faith and that the selected bidder will enter into the contract at the bid price and provide the required performance and payment bond if required by the contract terms.

Bid Deposit/Security: A sum of money, which could be in a form of a cashier's check, cash, or by an acceptable bid bond issued by a surety, deposited with a bid or proposal to guarantee the bidder will, if selected, accept the contract in accordance with the bid documents. If the bidder does not accept the contract, he forfeits the amount of deposit.

Bidder: Person or firm submitting a competitive bid in response to a solicitation.

Bid Evaluation: The approach for selection of the bid award, which shall be based on the requirements set forth in the bid documents. The evaluation may include criteria to determine acceptability such as inspections, testing, quality, workmanship, delivery and suitability for a particular purpose and to existing systems and equipment. It may also be based on total and life cycle costs as well as freight, set-up, or installation charges.

Bid Waiver: A process, whereby supplies or services may be procured without formal competitive bidding process when determined by Florida State Statute or is in the best interest of the City.

Blanket Purchase Order: Are assigned to a department for items that are used on a recurring basis. An amount is to be predetermined and proper account number(s) must be listed on the purchase order. The Blanket Purchase Order must state a specific time period, (example: semi-annually or annual) and a "Not to Exceed Amount". The maximum individual purchase shall not exceed \$500.00.

Boilerplate: Standard terms and conditions incorporated in all Invitation for Bids, Request for Proposals, or a contract or purchase order.

Brand Name Specification: A specification that cites brand names, model numbers, or other identifications as representing quality and performance called for, and inviting bids on comparable items, or products of any manufacturer.

Brand Name or Equal Specification: A specification which uses one or more manufacturer's names or catalog numbers to describe the standard of quality, performance, and other characteristics needed to meet City requirements, and which provides for the submission of equivalent products.

Breach of Contract: A failure without legal excuse, to perform any promise that forms a whole or part of a contract.

Breach of Warranty: An infraction of an expressed or implied agreement as to the title, quality, content, or condition of a product sold.

Bulk Purchasing: Purchasing in large quantities to seek a lower price per unit i.e. volume purchasing.

Business: Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, professional association or any other private legal entity operated for profit or nonprofit.

Calendar Day: Every day shown on the calendar, Saturday, Sundays, and holidays included.

Capital Improvement Projects (CIP): Are any major non-recurring expenditure for physical facilities of government such as costs for acquisition of land or interests in land; construction of buildings or other structures including additions or major alterations; construction of streets or utility lines; fixed equipment; landscaping and similar expenditures, including associated planning and design work related directly to an individual project. A CIP generally exceeds \$50,000.00 and has a useful life of five (5) years or more. All CIP's are associated with a Project Code.

Capital Outlay: Is the purchase of a Fixed Asset. A Fixed Asset is a specific piece of property or equipment, which has a unit cost of certain dollar amount or more, and has a useful life of more than one year. These purchases are to be encumbered using the appropriate capital outlay account number.

Certified Professional Public Buyer (CPPB): A designation that represents a standard of competency in the public purchasing profession.

Certified Professional Purchasing Officer (CPPO): A designation that represents a standard of competency in the public purchasing profession.

Change Order (CO): A written alteration to a contract or purchase order, executed by the Contractor, using Department, Chief Financial Officer and City Manager that changes the original contract or purchase order related to increase quantities, time or additional materials.

Chief Procurement Officer: The person overseeing the operations of the Purchasing and Contracts Division for the procurement of goods and services for the City.

City: Shall mean the City of Coconut Creek, a political subdivision of the State of Florida.

Code of Ethics: The rules or standards governing the conduct of the members of a profession.

Collusion: A secret agreement or cooperation between two or more persons to accomplish a fraudulent, deceitful or unlawful purpose.

Collusive Bidding: The response to bid invitations by two or more contractors/vendors who have secretly agreed to circumvent laws and rules regarding independent and competitive bidding.

Commodity: An article of trade, a movable article of value, something that is bought or sold; any movable or tangible thing that is produced or used as the subject of barter or sale.

Commodity Code: A system of numbers designed to identify and list commodities or services.

Competition: The process by which two or more contractors/vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

Cone of Silence: Means a prohibition on any communications between a potential offer or, bidder, lobbyist, consultant, or City Commissioner and certain members of City staff regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB), or any other advertised solicitation from the time a solicitation is advertised to contract award recommendation and does not include written communications on file with the City Clerk.

Conflict of Interest: A situation where the personal interests of a contractor, public official or classified employee are, or appear to be, at odds with the best interests of the City.

Consultants Competitive Negotiation Act (CCNA): A procedure established by Florida Statutes setting the requirements for acquisition of professional architectural, engineering, landscaping architectural or land-surveying services.

Construction: Means the process of building, altering, repairing, improving, or demolishing any public infrastructure facility, including any public structure, public building, or other public improvements of any kind to real property. It does not include the routine operation, routine repair, or routine maintenance of any existing public infrastructure facility, including structures, buildings, or real property.

Construction Manager-at-Risk: Means a business that assumes the risk for construction, rehabilitation, or repair of an infrastructure facility at the contracted price as a general contractor and provides consultation to the City regarding construction during and after the design.

Contract: Contractual instrument, including, but not limited to contracts, leases, interlocal agreements, grants, sales agreements, service agreements, joint participation agreements, maintenance agreements, attachments, change orders, addendum, bonds, fee schedules, and any other related documents for incorporation in the contractual agreement.

Contract Administration: The management of all actions that must be taken to assure compliance with the terms of the contract after the award of the contract.

Contract Administrator: An individual responsible for the management of all actions required for initiating and issuing procurements, along with all contract-related actions performed during the course of the work from award until closeout of the contract.

Contract Execution: The act of overseeing the signing of a legally binding document that shall include signatures of the Contractor, City Manager, City Attorney, and City Clerk with appropriate notaries and seals. The City Clerk's office shall be responsible for the proper execution of formal contracts.

Contractor: Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

Contractual Services: Basic services provided to the City under contract or Purchase Order in which charges, effective periods, and extent of work are defined. Examples of contractual services are landscape maintenance services, construction services, and pesticide services.

Consultant: Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

Consumer Price Index (CPI): The United States government measure of the level of inflation, also known as the cost-of-living index. This is primarily used in renewable contracts.

Cooperative Purchasing (Co-op): Procurement conducted on behalf of two or more government units, the combining of requirements of two or more governmental units in order to obtain the benefits of volume or bulk purchasing and/or reduction in administrative expenses.

Davis Bacon Act (1931): A Federal law requiring all contractors performing federally funded Public Works construction projects to pay their workers, at a minimum, the prevailing wage rate paid for similar work, as set by the Secretary of Labor.

Decentralized Purchasing: A system of purchasing in which there is a (varying) degree of delegation of authority, responsibility, and control of purchasing activities to the using departments.

Delivery Schedule: A required agreed upon time, or rate, for delivery of goods or services.

Design-Bid-Build: Means a project delivery method in which the City sequentially awards separate contracts, the first for architectural and engineering services to design the project and the second for the construction of the project according to the design.

Design-Build: Means a project delivery method in which the City enters into a single contract for design and construction of an infrastructure facility.

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 response to the City's Request for Proposals. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

Design Criteria Professional: Means a firm who holds a current certificate of registration to practice architecture, landscape architecture or engineering and who is employed by or under contract with the City for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

Designee: Means a duly authorized representative of a person holding a superior position.

Disaster: Means any act of terrorism, emergency, natural (hurricane, tornado, etc.) or man-made (or technological) disasters which threaten the lives, safety, or property and/or environment of the residents within the City of Coconut Creek.

Discount: Vendor's deduction from the selling price, usually contingent upon some cost reducing condition such as prompt payment.

Disposal: The act of surrendering ownership of excess or surplus property.

Dispute: Disagreement between parties to a contract over performance or other contract term requiring administrative action to resolve.

Drug Free Workplace Program: A State of Florida approved program, as provided in Section 440.102, Florida Statutes as may be amended from time to time.

Dun and Bradstreet (D&B): D&B reports provide a risk management tool to ascertain the history and financial stability of a company.

Electronic Posting: Means the posting of solicitations, determinations and other matters related to procurement on a centralized Internet website designated by the City for this purpose.

Emergency Purchase: A purchase made without following normal purchasing procedures in order to obtain goods or services quickly to meet an urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

Encumbrance: The process wherein the City reserves funds for the purchase of supplies, goods, services, and equipment in one budgetary-accounting period, and pays for the purchase in another budgetary-accounting period.

Equal or Equivalent: A phrase used to indicate the acceptability of a product of similar or superior function, purpose, design, and/or performance.

Escalation Clause: A contract provision that permits the adjustment of contract prices by a given amount or percentage if certain specified contingencies occur, such as changes in the contractor's raw material or labor costs.

Evaluation Criteria: Factors, usually weighted, relating to management capability, technical capability, meeting performance requirements, price and other important considerations used to evaluate which proposer has made the most advantageous offer in a competitive solicitation.

Evaluation Committee/Team: A group of at least three (3) reviewers comprised of qualified City staff or other persons selected by the City who aid in the evaluation of bids, contractor qualifications, proposals, invitations to negotiate, or other procurements.

Expedite: Effort to assure delivery of goods purchased in accordance with a time schedule, or to accelerate delivery.

Fidelity Bond: Is usually obtained by an employer to protect against economic loss due to dishonest acts of employees. The obligation of the employee to be honest is implied, not contractual. The loss may be of money or of property.

First Ranked Proposer: That proposer, responding to a City RFP, whose proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

Fiscal Year: A period of twelve consecutive months selected as a basis for annual financial reporting, planning, or budgeting. The fiscal year for the City of Coconut Creek is October 1st through September 30th.

Fixed Asset: Is a specific piece of property or equipment, which has a unit cost of \$1,000 or more, and has a useful life of more than one year.

Fixed Price Contract: A contract that provides for a firm fixed price, subject to any contractual conditions allowing price adjustment under which the contractor bears full responsibility for profit or loss.

Florida Association of Public Purchasing Officers (FAPPO): State based purchasing organization that fosters and promotes advancement in the public purchasing profession through diverse education, certification, and networking.

Formal Advertising: The placement of a notice in a newspaper of general circulation according to legal requirements and on the City's Purchasing webpage to inform the public that the City is requesting bids on a specific purchase it intends to make.

FOB Destination Point: Free on Board (FOB); the vendor pays freight charges to the destination; title to goods passes to City at his receiving dock; freight claims must be foiled and handled by the seller.

FOB Shipping Point: Free on Board (FOB); shipment becomes "collect" from seller's shipping dock; freight charges may be prepaid and added to the invoice; City pays freight charges; title to goods passes to City at the shipping dock of seller; freight claims must be filed and handled by City.

Functional Specifications: A type or manner of writing a purchase description characterized by what results are required rather than a generic description of the product or service.

Grant: Means the furnishing by the State of assistance, whether financial or otherwise, to any person to support a program authorized by law.

Guarantee: An assurance for the fulfillment of a condition, quality of, or the length of use to be expected from a product offered for sale.

Guaranteed Maximum Price (GMP): The maximum to be paid for services and materials regardless of cost to contractor.

Hold Harmless Clause: Contractual clause requiring the contractor to assume sole liability in any actions brought against the contract and absolving the City from any responsibility.

Identical (tie) Bids: A bid that is the same in all salient respects with another bid. Identical Tie Bids, in accordance with FS 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service, are received by the City for the procurement of commodities or contractual services, the bid received from a business that certifies that it has implemented a drug-free workplace program, shall be given preference in the award process.

Informal Bid: A competitive bid or price quotation for supplies or services that is conveyed by letter, telephone, or other means and does not require a sealed bid, public opening, or public reading of bids.

Internet Notice: Notice of the time and place at which solicitations will be publicly opened and read aloud shall be posted on the Purchasing webpage. When practicable, potential contractors/vendors may download the competitive solicitation from the Purchasing webpage.

Inventory: Goods in stock or an itemized list of the goods on hand at a particular time showing quantity, volume and values.

Indemnify: To protect against hurt or loss, to exempt from incurred penalties or liabilities. To compensate or pay for damage.

Invitation for Bids (IFB): A formal solicitation requesting sealed submission of prices by individuals or firms competing for a contract, privilege, or right to supply merchandise or services. The contract document contains the specifications or scope of work and all contractual terms and conditions.

Invitation to Negotiate (ITN): An advertised solicitation for formal competitive proposals, which seeks one or more respondents with whom the City shall then commence negotiations for the procurement of commodities or contractual services. The ITN is used when the City determines that further negotiations may be necessary for it to receive the best value. The City may negotiate with more than one respondent simultaneously.

Invoice: Seller's itemized bill stating prices and quantities of goods and/or services delivered, and sent to Accounts Payable for payment.

Job Order Contracting: Means a firm-fixed price, indefinite delivery, indefinite quantity contract for the minor construction, repair, rehabilitation, or alteration of an infrastructure facility.

Labor-Hour Contract: A variation of the time and materials (T&M) contract differing only in that materials are not supplied by the contractor/vendor. Provides for the acquisition of services on the basis of direct labor hours at specified fixed hourly rates; is generally used when it is not possible to estimate the extent or duration of required work.

Late Bid: A bid or offer received after the place, date and time specified in a solicitation. The responsibility for submitting a proposal to the Office of the City Clerk on or before the stated date and time is solely and strictly the responsibility of the Offeror. The City of Coconut Creek is not responsible for delays caused by any mail, package or courier service, including the U.S. Mail, or caused by any other occurrence. Any bid received after the time and date specified will be returned to the Offeror unopened.

Lead Time: The period of time from date of ordering to date of delivery. This includes the time required for the vendor to manufacture or prepare the goods for shipment, and may include the time needed by the

procurement function to process the purchase request, issue a solicitation, evaluate bids and award a contract.

Lease: A contract conveying from one person to another real estate or property for a term in return for a specified rent or other compensation.

Lease-Purchase Agreement: A lease contract containing a purchase option in which the lessee's periodic payments or parts thereof may be applied to serve both as the rental obligation and as installments for acquiring ownership of the property upon lessee exercising the purchase option; a conditional sales contract.

Legal Notice: Notice of a proposed purchase as required by Florida State Statute.

Letter of Interest (LOI) (Request for): An LOI is a formal competitive advertised solicitation method for selecting a vendor whereby all contractors/vendors are invited to submit a summary of their qualifications and state their interest in performing a specific job or service.

Life Cycle Costing: A procurement evaluation technique that takes into account operating, maintenance, money costs, other costs of ownership and usage and resale or residual value in addition to acquisition price in determining the award of contracts on the basis of lowest total cost over the period the item will be used.

Line Item: A procurement item specified in an Invitation for Bid, for which the bidder is asked to tender an individual price and which, under the terms of the invitation, is usually susceptible to a separate contract award.

Liquidated Damages: An amount of money, designated in a solicitation and as part of a contract, to be calculated for each calendar day that the Contractor shall be in default after the agreed upon completion date.

Lowest Responsive and Responsible Bidder: The bidder that meets all requirements of the bid at the least price of all bids submitted and who's past performance, reputation, and financial capability is deemed acceptable.

Lump Sum: The total price of a group of items that are put together and prices as a whole, aggregate. A price not based on unit cost or quantities.

Material Safety Data Sheets (MSDS): Documentation concerning a hazardous chemical. They identify the chemical, the common names of the ingredients, the physical and chemical characteristics, and the hazards of the chemical. They also include emergency and first aid procedures to be considered when working with the chemicals.

May: Denotes the permissive.

Minority-Owned Business Enterprise (MBE): A business which is owned or controlled by a member of a recognized minority group.

Must: Denotes the imperative.

Merchandise Receiving Report: The form used to inform others in the organization of the receipt of purchased goods whether the order is partial or complete.

Multiple Awards: The award of contracts to two or more contractors or vendors to furnish the same or similar supplies or services, where more than one vendor is needed to meet the contract requirements for quality, delivery, or service.

Multi-Step Bidding: The source selection method involving at least two competitive steps, combining the elements of both competitive sealed bids and competitive sealed proposals. The first step requires the submission of (unpriced) technical proposals. In the second step, bidders with acceptable technical proposals are asked to submit sealed bid prices.

Multi-Year Contract: An agreement used for services that are accomplished in more than one fiscal-year period, excluding intergovernmental cooperative or capital improvements agreements. All funding must be encumbered and expended on a fiscal-year basis.

National Institute of Governmental Purchasing (NIGP): NIGP provides education, research, technical assistance, and networking opportunities to public purchasers and agencies, while promoting excellence, enhancing effectiveness, and increasing public trust.

Negotiation: Contracting through the use of proposals and discussions, or any contract awarded without the use of sealed bidding.

Net Price: Price after all discounts, rebates, etc., have been allowed.

No Bid: A response to an Invitation for Bid stating that the respondent does not wish to submit a bid.

Non-Collusive Affidavit: A statement by a bidder and submitted with his bid affirming that his bid is made freely, independently and without consultation with any other bidder.

Non-Responsive Bid: A bid that does not conform to the mandatory or essential requirements of the Invitation for Bid.

Notice of Award: A written notification from the jurisdiction to the successful bidder, stating that there is an award of a contract in accordance with a bid or proposal previously submitted.

Notice to Owner: A mechanism used by sub-contractors to protect their interest with regard to delivery of materials, goods, and services. The notice is sent to the owner of the property for which the services were provided.

Notice to Proceed (NTP): A document sent to the contractor that authorizes work to commence on the project and establishes the contract start and completion dates.

Offeror: Means a person submitting an offer in response to a Request for Proposals or other solicitation.

Option to Renew: A contract clause that allows a party to reinstate the contract for an additional term, in accordance with contract terms and conditions.

Order (Purchase): A request or command issued to a supplier for goods or services at a specified price or agreed basis for payment.

Partial Payments: The payment authorized in a contract upon delivery of one or more complete units called for under the contract, or upon completion of one or more distinct items of service called for thereunder.

Payment Bond: A bond which assures payments, as required by law, to all persons supplying labor or material for the completion of work under the contract. Also called labor and materials bond.

Performance Bond: A contract of guaranty executed subsequent to award by a successful bidder to protect the City from loss due to contractor's inability to complete the contract as agreed.

Performance Record: A record to indicate a supplier's ability to keep delivery promises and reliability, together with consistency of quality of the products.

Piggyback: A form of intergovernmental cooperative purchasing in which an entity requests competitive sealed bids, 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 of the contract.

Plan Holders List: A list of firms or individuals who has downloaded a solicitation package from the Purchasing webpage or received one from any other method.

Pre-Bid Conference/Pre-Proposal Conference: A meeting that is scheduled in a solicitation for the purpose of clarifying any ambiguities, answer bidder or proposer questions and to ensure all bidders or proposers have a common basis of understanding regarding the supplies or services required. Substantive

questions raised at a pre-bid/pre-proposal conference are answered in writing by official addendum and may modify the solicitation.

Pre-encumbrance: Funding requirement for upcoming procurement entered into the City's financial system by the initiating department before the execution of an agreement.

Pre-Qualification of Bidders: The screening of potential contractors/vendors in which such factors as financial capability, reputation, and management are considered in order to develop a list of qualified contractors/vendors.

Pre-Solicitation Conference: An informal meeting inviting comments and suggestions from selected contractors/vendors on the draft of a proposed solicitation. Used for technical and complex service transactions.

Price: The amount of money that will purchase a definite quantity, weight, or other measure of a commodity or service.

Price Adjustment Clause: A condition in a solicitation and resultant contract that allows the price under the contract to decrease or increase under defined conditions; the condition should provide for the purchaser to cancel any individual item affected, or the contract, if a request for increase is not acceptable.

Privatization: The divestiture of a government program including control and management as well as real and personal property to private entrepreneurs.

Procurement: The procedures for obtaining goods or services, including all activities from the planning steps and preparation and processing of a requisition, through receipt and acceptance of delivery and processing of a final invoice for payment. The acts of preparing specifications, evaluating bids or proposals, making awards and administering contracts are involved; in some contexts, property management is implied.]

Procurement Official: Means any person duly authorized to enter into and administer contracts and make written determinations with respect thereto. The term also includes an authorized representative acting within the limits of authority.

Professional Services: Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

Progress Payments: Payments arranged in connection with purchase transactions requiring periodic payments for certain stated amounts or for specified percentages of the total purchase price.

Project: A temporary endeavor undertaken to create a unique product, service, or outcome that has a beginning, requires planning, and has an end.

Proposal: An offer made by one party to another as a basis for negotiations for entering into a contract. A proposal received in response to an RFP.

Proposer: Person or firm submitting a proposal.

Protest: A written objection by an interested party to a Solicitation or award of a contract, with the intention of receiving a remedial result. In order to be considered, protests must be filed in accordance with agency policy and procedure within established time limits.

Public Entity: A local, regional, state, or federal governmental/political unit.

Public Notice: Means the distribution or dissemination of information to interested parties using methods that are reasonably available. Such methods will often include publication in newspapers of general circulation, electronic or paper mailing lists, and website(s) designated by the City and maintained for that purpose.

Purchasing Cycle: The scope of the purchasing activity may be defined as providing all of the materials support efforts that are required by the City. These efforts begin with the determination of the materials and service requirements and usually end with the disposition function. The purchasing cycle begins with budget adoption. Each departmental budget specifies approved capital equipment, routine operating supplies, and services to be procured. This information is utilized by the Purchasing and Contracts Division to verify expenditures, anticipate departmental needs and to recommend bulk purchase or term contracts for repetitive procurement.

Purchase Description: The words used in a solicitation to describe the supplies, services or construction to be purchased, including any performance, physical or technical requirements. Unless the context requires otherwise, the terms “purchase description,” “purchase specification,” and “specification” may be used interchangeably.

Purchase Order (PO): A purchaser’s written document to a supplier formally stating all terms and conditions of a proposed transaction. A purchase order commits the City financially, by encumbering funds.

Purchasing: The act, function, and responsibility for the acquisition of goods and services in the right quantity for delivery, at the right time, to the right place, from the right source, with the right service, at the right price/value, and in a manner that is fair and equitable to all contractors/vendors.

Purchasing and Contracts Division: A division of the Finance and Administrative Services Department that is responsible for assisting all departments with the acquisition of goods and services to support their departmental mission.

Purchasing Card (P-Card) Program: The purpose of the Visa P-Card Program is to provide an efficient, cost-effective method of purchasing and paying for small-dollar as well as high-dollar purchases. The P-Card can be used whenever a purchase order, check request, or petty cash would have been processed and with any vendor that accepts the Visa credit card. Employees authorized by their Department Director to receive a Visa P-Card shall utilize the credit card for City authorized purchases only.

Purchasing Cycle: The full sequence of activities carried out by the Purchasing and Contracts Division in the acquisition of goods and services.

Purchasing Ethics: Moral principles or code to be respected by the Purchasing and Contracts Division, or any division or department having responsibility in the procurement process. The Purchasing and Contracts Division has adopted the Code of Ethics promulgated by the National Institute of Governmental Purchasing (NIGP) and the Florida Association of Public Purchasing Officers (FAPPO).

Purchasing Manual: A document that describes the rules and procedures to be followed by the using departments.

Purchasing Procedure: A mode of conducting purchasing activities.

Quotation: A statement of price, terms of sale, and description of goods or services offered by a prospective seller to a prospective purchaser, usually for purchases below the amount requiring formal bidding. May be non-binding if solicited to obtain market information for planning purposes.

Remedy: Any remedial right to which an aggrieved party is entitled with or without resort to a tribunal per the Uniform Commercial Code (UCC), Section 1/201(34).

Renewal: Extending the term of a current contract when the contract specifically allows for and provides a method for such renewal.

Request for Proposals (RFP): A method for acquiring supplies, services or construction, exceeding the formal threshold that permits discussions and negotiations with responsible proposers, changes and modifications to proposals, and judgmental factors to be used to evaluate the relative merits of competing proposals. A solicitation document used when price is not the determining criteria.

Request for Qualifications (RFQ): An RFQ is a formal competitive advertised solicitation method that typically describes a project in enough detail to let potential contractors/vendors determine if they wish to compete. The RFQ forms the basis for requesting all documents, whether attached or incorporated by reference, utilized for obtaining qualifications and performance data, including but not limited to financial capability, reputation, experience and competency from which the most highly qualified vendor(s) can be identified.

Request for Quotations (RFQ): The document generally used for seeking competition on small purchases or on any purchase lower than the amount that requires competitive sealed bidding. The RFQ can be used for obtaining price and delivery information for sole-source and emergencies.

Requisition: Is a request for a purchase order. An internal document completed by the using department listing details of materials and services needed.

Respondent: An individual or organization that has submitted a response to the Office of the City Clerk in response to an advertised solicitation.

Responsible Bidder: A person who has the capability in all respects to perform in full the contract requirements, along with the integrity and reliability that will assure good faith performance.

Responsive Bidder: (1) A person who has submitted a bid which conforms in all material respects to the Invitation for Bids. (2) One whose bid conforms in all material respects to the terms, conditions, specifications and other requirements of the Invitation for Bids.

Restrictive Specifications: A specification or purchase description that unnecessarily limits competition by precluding items that would be capable of satisfying the intended need.

Retainage: Withholding of a part of the payment due until final acceptance of the deliverable(s) by the City in accordance with contract terms. Decisions to withhold retainage are made based upon the contract deliverables and the risk to the City. The most common amount to withhold is 10%, but this may vary depending on the risk of non-performance.

Salvage: Property that has some value in addition to its value as scrap, but which is no longer useful as a unit in its present condition and whose restoration to usefulness as a unit is economically not feasible.

Sample: A sample required by a bidder or proposer for examination, comparison, testing, and evaluation by the perspective purchaser.

Sealed Bid: A bid that has been submitted in a sealed envelope to prevent its contents being revealed or known before the deadline for the submission of all bids.

Seller: Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

Service Contract: A contract that calls for a contractor's time and effort rather than for a product.

Shall: Denotes the imperative.

Should: Denotes the permissive.

Site Inspection: The requirement in a solicitation that the potential bidders or proposers visit the physical location where the contract is to be performed to become familiar with site conditions.

Small Disadvantaged Business: Firm must be 51% or more owned and controlled by one or more disadvantaged persons, the disadvantaged person or persons must be socially disadvantaged and economically disadvantaged, and the firm must be small, according to the Small Business Administration's (SBA) size standards.

Sole Source Procurement: An award for a commodity or service to the only known capable supplier when there are no other sources capable of providing the goods or services except for the one selected.

Solicitation: A request for bids to provide supplies, services or construction.

Specification: A description of what the purchaser seeks to buy and consequently, what a bidder must be responsive to in order to be considered for award of a contract. A specification may be a description of the physical or functional characteristics, or the nature of a supply or service. It may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery. See definition for Purchase Description.

Standard: A characteristic or set of characteristics for an item that for reasons of performance level, compatibility, or interchangeability with other products, etc., is generally accepted by producers and by users of the item as a required characteristic of all items for the designed purpose.

Standard Specification: A specification established through a prescribed process and used for all or most purchases of the item involved.

Statement of Work (SOW): Means the detailed description of the work that the City wants the Contractor to perform.

Subcontractor: A party contracting with a prime contractor to perform all or any part of the latter's contract.

Supplies: Means all property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

Surplus Property: City owned property which exceeds the capital outlay amount, has a City fixed asset number, and has been identified as in-operable, no longer in use, obsolete, or not economically feasible to repair or maintain. Surplus requires City Commission approval. The Department shall supply the Purchasing and Contracts Division with a memo and documentation to substantiate the property as surplus.

Suspension: Means the disqualification of a person to receive invitations for bids or requests for proposals or award of a contract by the City for a given period.

Tabulation of Bids: A recording of bidders and abstract of their bids listing items offered, prices, deliveries, etc. in response to a specific solicitation, made for purposes of comparison and record-keeping.

Task: A related subset of major work categories for a project.

Technical Proposal or Specification: The technical portion of either proposals or specifications that defines the specialized nature of the project and may include scientific, mechanical, hardware, software, or any other specialized information.

Term Contracting: A technique by which a source is established for a specific period of time at agreed upon unit price(s).

Termination for Convenience: An action by which the City in accordance with contract provisions, unilaterally cancels all or part of the contract work in the best interest of the City, and with no reflection on the contractor's performance.

Termination for Default: An action by which the City, in accordance with contract provisions, unilaterally cancels all or part of the contract work due to the contractor's failure to perform in accordance with the terms and conditions of the contract.

Terms and Conditions: All language in a contract, including applicable standard clauses and special provisions, the rules under which all bids must be submitted, and the stipulations, applicable to most contracts, issued by the City.

Terms of Payment: A purchase transactions required payment terms for the goods or services received.

Time and Materials Contract (T&M): A contract that provides for contractor/vendor payment based on a direct labor, hourly rate that includes benefits, payroll taxes, overhead, and contractor/vendor profit and for the cost of materials and equipment used in performance of the contract.

Two-Step Bidding Process: An Invitation for Bids where the City pre-qualifies respondents. The first step involves submittal of information pertaining to the respondent's ability to successfully perform the contract. Pre-qualification includes presentations and other means necessary to assure that a respondent is a responsible respondent. The second step involves competitive sealed bids from those respondents determined to meet the qualification criteria.

Unauthorized Purchases: Any purchase, order, contract or agreement that is made by any City employee, official, or agent outside of the purview of the reference guide, purchasing resolution, or administrative orders shall be cause for disciplinary action.

Uniform Commercial Code (UCC): Uniform statute law adopted by all states, except Louisiana, for consistency in law governing commercial transactions.

Using Agency: Means any governmental body of the City which utilizes any supplies, services, or construction procured under these regulations.

Value Analysis: Organized effort to analyze the function(s) of products, systems, specifications, standards, practices and procedures for purpose of satisfying the required function(s) in the most economical manner.

Vendor: Any individual, firm, corporation, etc., offering for sale, trade, exchange or otherwise supply items, goods, or services to the City in exchange for compensation.

Waiver of Bid(s): A process authorized by law or rule whereby a government purchasing office may procure items without competitive bidding procedures because of unique circumstances related to a particular need or procurement.

Waiver of Mistake or Informality: The act of disregarding errors or technical nonconformities in bids which do not change the substance of the bid and will not adversely affect the competition between bidders.

Warranty: Warranties can be express or implied. Implied warranties exist under the law and require that a product or service is useful for the intended purpose. In addition to implied warranties, contracts can provide for an express warranty.

Woman-Owned Business Enterprise (WBE): Denotes that a woman (or women) has majority ownership and control of a business. May also be entitled to minority classification.

Vendor Management System: A list of registered contractors/vendors, by commodity, in which the names and addresses of contractors/vendors from whom bids, proposals and quotations can be solicited.