



## **PURCHASING POLICIES FOR THE CITY OF GREEN COVE SPRINGS**

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## **CHAPTER 1 – PURPOSE AND GOALS**

### **Section 1 PURPOSE**

The purpose of this purchasing manual is to assure that commodities and services are obtained efficiently and effectively in free and open competition and using sound procurement practices. All City staff and other persons with designated responsibility for purchasing are responsible for ensuring compliance with this policy and with all applicable federal, state and city laws and regulations.

Further, this manual's purpose is also to provide guidelines and directions to all that are involved in the purchasing process, from the individual making the requisition to the accounts payable staff making the final invoice payment.

To the extent any of the procedures, requirements, and restrictions contained in this manual conflict with any prior ordinances or resolutions of the Green Cove Springs City Council regarding purchasing by the City, then the procedures, requirements and restrictions outlined herein shall supersede and take precedence over all other said prior procedures.

This manual will support the City's purchasing goals, which are to provide efficient and responsive procurement services, to obtain the highest quality goods and services for the smallest outlay of taxpayer dollars, and to provide a fair and level playing field for businesses.

### **Section 1.2 APPLICATION OF POLICY**

This policy shall apply to all contracts, agreements, and procurements whether oral or written, for materials, supplies, services, construction, professional services and equipment; entered into by or on behalf of the City of Green Cove Springs after the effective date of this policy.

### **Section 1.3 PURCHASING AGENT, DEPARTMENT HEADS, BUDGET AND CASH FLOW LIMITATIONS**

The Assistant Finance Director shall serve as the central purchasing agent (Purchasing Agent) of the City of Green Cove Springs for all Purchases and shall work with the City Manager and City Council to establish detailed procedures for the approval of and documentation of Purchases. Department Heads may make purchases according to the threshold purchase limits set forth in Chapter 5. No purchases shall be made unless such Purchase is within the budgeted amount authorized by the City Council for the relevant department or is listed in the Capital Improvement Plan. The City Manager at the direction of the Council may impose further restrictions upon Purchases if reasonably required by cash flow limitations. In the event of an emergency which is declared in accordance with applicable provisions of the City code or with written policies in accordance with state and federal law, the Mayor or City Manager at Councils direction shall have the authority to waive any of the provisions of this policy, and make purchases in any amount, for the purpose of responding to the emergency.

## **CHAPTER 2 - ETHICS**

All City Personnel are bound by the Code of Ethics delineated in the Personnel Policies and Procedures Manual. Further, the City requires strict adherence to the provisions of Chapter 112, Part III, Florida Statutes entitled, "Code of Ethics for Public Officers and Employees".

In addition to the policies and statutory guidance above, all employees involved in purchasing are forbidden from knowingly accepting any gift, gratuity, service or favor of any value from any vendor or potential vendor at any time. This includes incidentals of nominal value such as lunch, dinner, social activity, and promotional items. Employees must always exercise reasonable judgment and discretion to avoid the appearance of impropriety and discredit to the City. Employees who violate this section shall, at the discretion of the City Manager, be subject to the graduated disciplinary process as described in the City Personnel Policies Manual.

The City of Green Cove Springs is committed to open and fair competition for the City's business. The primary objective of the procurement system shall be receiving the best value goods and services in exchange for the taxpayer's money. It is the policy of this Council that all exchange transactions shall be conducted at arm's length and within plain sight of the public. Integrity is paramount and must be demonstrated to the public every day and in every transaction. Favoritism in the purchasing process will not be tolerated. Employees who engage in such activity, or who have knowledge of others who are engaged and fail to report such violations, shall be subject to the graduated disciplinary process as described in the Personnel Policies Manual.

## **CHAPTER 3 – DEFINITIONS**

Addendum – a document issued by the Purchasing Agent, usually at the request of the issuing department or funding agency, to officially modify, add to or delete from a bid specification that has been released for public procurement.

Annual Blanket Purchase Orders – Purchase Orders issued by the utilizing department for repetitive goods used throughout the calendar year whose dollar values are over \$1,000 per purchase. Blankets should not be utilized for small dollar purchases which can be procured using a city issued credit card, or merchant charge card or credit line.

Bid – an offer that is made for the acquisition of goods, services, or assets.

Bid Security Bond – the bid security bond is also called the “Bid Bond”. A bid bond compensates the agency for damages it might suffer if the successful bidder refuses to execute the contract.

CCNA – Consultant’s Competitive Negotiation Act, FS 287.055 amended in 1973 provides for certain professional services such as Engineering, Architects and Landscape Architects to be procured based upon qualifications not pricing.

Change Order – a modification to an existing purchase order, blanket order, contract, or agreement. If a department feels there is a need to in any way alter a purchase order or cancel a purchase order (PO) they must submit their request and justification in writing, the Purchasing Agent or Accounts Payable Technician. The Department canceling the PO will communicate any necessary and legitimate changes in writing to the vendor and Finance Department in a manner consistent with good purchasing practices. It is the responsibility of the issuing Department to submit the change order request.

City Attorney – Attorney holding a public office whose function is to advise and represent the City in legal matters.

City Manager – Chief Executive Officer appointed by the Council.

Competitive Solicitation –the process of requesting and receiving two or more sealed bids, proposals, or replies submitted by responsive vendors in accordance with the terms of a formal purchase and/or competitive process.

Commodity – any of the various supplies, materials, goods, and/or merchandise procured.

Credit Cards/Credit Lines – All credit cards bearing the City’s name shall be applied for and managed by the Finance Department. No individual or Department other than finance may apply for a card or line of credit which the City is responsible to the vendor for payment. These types of cards shall include Visa, Master Card, Discover Cards, Merchant issued cards such as Wal-Mart, Sam’s, Home Depot or Lowe’s also fall under this provision. Any employee holding such a card shall be responsible for keeping all monthly invoices, and promptly reconciling their statements with the Accounts Payable Clerk. Any card discovered to have fraudulent charges on it shall report said fraud to the Finance Department immediately. Any employee who fails to produce the proper documentation for purchases on these cards shall be held liable for the payment of said purchases. Continued misuses or failure to properly reconcile the monthly statements shall result in the revocation of charge privileges for a term of not less than one year and may result in additional disciplinary measures.

Council – The five (5) elected members of the Green Cove Springs City Council.

Department Head – the department head is the individual who is designated by the City Manager to oversee various departments.

Design-Bid-Build – a project delivery method or approach involving the sequential award of separate contracts, the first for architectural, engineering or professional design services to design the project and the second for construction of the project in accordance with the previously awarded professional design services.

Design-Build – a project delivery method or approach involving a single contract for both the design and construction of a project. Upon approval of the Competitive Sealed Proposal Evaluation Committee, the award of a single design-build contract may, in addition to the design and construction of the project, include the financing, operation and/or maintenance of the project over a contractually defined period.

Design Criteria Package – concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish enough information so as to permit design-build firms to prepare a bid or a response to a request for proposal, or to permit the City to enter into a negotiated design-build contract. The design criteria package shall specify such performance-based criteria for the public construction project, including, but not limited to, the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and features, functions, characteristics and other conceptual design criteria of the project, cost or budget estimates for design, construction and, if applicable, operation and maintenance, anticipated schedule(s) of design and construction components, including durations and start and completion dates, site development requirements, provisions of utilities, storm water retention and disposal, and parking requirements, as may be applicable to the project.

Design Criteria Professional – a firm who holds a current certificate of registration under Florida Statues, CHAPTER 481, to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under Florida Statutes, CHAPTER 471, to practice engineering and who is employed by or under contract to 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 (a Design Criteria Professional may not be awarded the design-build contract for which it prepared the Design Criteria Package).

Disqualification of Vendors – For any specific procurement, vendors may be disqualified by the Purchasing Agent, City Manager or City Council for the following reasons:

1. Failure to perform according to contract provisions.
2. Conviction in a court of law of any criminal offense in connection with the conduct of business.
3. Being on either a state or federal disbarred vendors list.
4. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
5. Clear and convincing evidence that the vendor has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.
6. Other reasons deemed appropriate by the City Council or City Manager.

Emergency Purchases – an emergency purchase is defined as one brought about by sudden, unexpected turn of events, i.e., acts of God, riot, fires, floods, accidents, or any circumstances that threaten public health, welfare, or safety under emergency conditions and which can be rectified only by immediate purchase of a commodity or service.

Extension – an increase in the time allowed for the contract period due to circumstances which, without fault of either party, make performance impracticable or impossible, or which prevent a new contract from being

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

FEMA Purchasing Guideline – all procurements which are to be reimbursed with Federal Emergency Management Agency (FEMA) monies must be procured in the manner approved by State and Federal FEMA guidelines.

Formal Purchase – the procurement of supplies and/or services where the estimated costs or fees thereof exceed the following threshold established by Council:

- a) Supplies, Professional Services, Contractual Services, Professional Design Services, and Capital Improvements which is currently \$25,000.
- b) Informal Purchase – a purchase of supplies, professional services, contractual services, professional design or capital improvements, where the estimated costs or fees thereof do not exceed the applicable formal threshold amount (\$25,000).

Grant Funded Projects – All projects funded with State or Federal grant dollars shall adhere to the granting agency purchasing rules, which may exclude the use of local preference or piggyback contracts allowed under the City's normal purchasing policies.

Invitation to bid – a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or contractual services.

Local Business - a business with a principal place of business within the incorporated city limits of Green Cove Springs.

Outside Counsel – an attorney other than the City Attorney who is selected by the City Council to assist the City in legal matters requiring special expertise.

Payment Bond – a payment bond protects the City, sub-contractors and suppliers. It ensures that the surety backing the bond will pay the sub-contractors and suppliers if the general contractor does not.

Performance Bond – a performance bond ensures the completion of a project. The performance bond is generally backed by a surety who guarantees a project will be completed in accordance with the specifications.

Piggybacking – procedure of procuring goods or services by utilizing another public entity's award of an Invitation to Bid or Request for Proposal. This method of procurement may not be utilized to obtain any materials or services which the City could potentially request FEMA reimbursement for.

Person - shall include any party, whether a person, legal entity or otherwise.

Preferred Vendor List – listing of various types of suppliers that meet the City's standards in terms of contractual and insurance requirements.

Principal place of business – the location of the headquarters of the business from which the goods or services the City is purchasing is located. For a business to be considered local it must be headquartered or have an established place of business in the incorporated limits of the City of Green Cove Springs, from which 20% or more of the entity's workforce are regularly based, and from which a substantial role in the entity's performance of a commercially useful function or substantial part of its operations is conducted. A location utilized solely as

a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed as a principal place of business in Green Cove Springs.

Procurement – buying, renting, leasing, or otherwise acquiring any supplies, services, labor force or construction, including, without limitation, all functions, rules and regulations contained in the Purchasing Code. Within the meaning of this definition, the following are not procurement of commodities:

1. Transfer, sale, or exchange of personal property between governmental agencies.
2. Utilities
3. Public communications, i.e., telephone, fax, web technology.
4. Transportation of persons or things.

Public notice or advertisement – solicitation of bids or proposals on bulletin board(s) located in City Hall and/or other City Departments, on the City's website, in a newspaper of general circulation and/or other electronic media, which solicitation describes the supplies or services desired, gives a reasonable period of time prior to the public opening and provides the place, date and time the requested bids or proposals are due.

Purchasing Agent – employee who oversees the acquisition of materials and services needed for production, general supplies for offices and facilities, equipment, or construction contracts. Their primary responsibility is obtaining the highest quality goods at the lowest cost. This usually requires research and writing requests for bids, proposals or quotes.

Purchase Order – document issued by the City of Green Cove Springs to a Vendor that authorizes a purchase transaction. The purchase order sets forth the descriptions, quantities, term and conditions and prices associated with the order and will include the purchase order number assigned by the City's financial program.

Purchase Requisition – document generated by a City department to procure goods or services. The purchase requisition includes a description of the items to be ordered, their quantity and price. Purchase requisitions must be approved and assigned a purchase order number before any items may be ordered. A purchase requisition is not a purchase order and therefore should never be used to purchase goods or services. If a bid process was used to procure the items, information relating to this process must be referenced on the requisition, such as date approved by Council, bid #, etc.

Renewal/Contract Amendment – also known as an option to renew. A renewal is a condition found in the provisions of a business contract. Essentially, the renewal/contract amendment provides the option for the parties participating in the agreement to extend the existing contract for an additional period of time prior to the expiration date of the contract.

Request for proposals – a written solicitation for competitive sealed proposals, for goods or services designed for an award based upon criteria other than price alone.

Responsible vendor - vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

Responsive vendor - vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.

Small Purchase Order - to provide using agencies with a responsive and economical small purchase procedure to meet emergency and unanticipated needs for goods costing \$500 or less. Purchases in excess of \$500 will not be permitted on a small purchase order.

State – shall mean the State of Florida.

**Committees:**

Professional Services Evaluation Committee:

The Professional Service Evaluation Committee shall consist of the individuals appointed by the City Manager. No fewer than three (3) individuals may form an Evaluation Committee. The committee members shall be responsible for thoroughly reviewing all RFP/bid responses prior to meeting. Once the committee formally meets, members may then discuss RFP/bid responses and grade each respondent according to the requirements of the solicitation. Until such meeting, members of the Committee shall not discuss the bid proposals with other committee members.

## **CHAPTER 4 – INFORMAL PURCHASES & PROCEDURES**

This section defines the appropriate process utilized for informal purchasing of materials, goods, services, construction or equipment for both specific dollar ranges or specific purchase types and the general procedures involved.

**Small Purchases:**

Small Purchases - Small purchases of \$2,999 or less, may be made without issuing a purchase order. Utilizing Departments shall still attempt to get quotes from more than one vendor for such purchases to insure the City is getting the best value.

**Informal Purchases (Purchases up to \$25,000.00):**

The procedures described in this section are directed for processing of informal purchases and are to insure that the City of Green Cove Springs: (a) obtain quality goods and services at competitive prices; (b) fulfill the obligation to provide the quickest response to customer needs; and (c) provide fair opportunities to prospective suppliers and contractors in the competitive purchasing process.

Schedule of Expenditure Amounts

\$0	up to	\$2,999	Purchase Requisition with Department Head signature. <b>(No PO Informal Purchase)</b>
\$3,000	up to	\$6,999	Purchase Requisition with Department Head signature. Three telephone quotes attached. <b>(Informal Purchase)</b>
\$7,000	up to	\$24,999	Purchase Requisition with Department Head and City Manager signatures. Three written quotes attached. <b>(Informal Purchase)</b>
\$25,000	up to	Above	Formal Purchase and Competitive Bid with Department Head & City Manager's signatures. <small>*Anything greater than \$25,000 also requires City Council Approval per City Charter</small>

**Informal Purchases:**

\$0 - \$2,999: Any employee procuring items under \$3,000 may do so without a purchase order, these purchases must still be authorized and signed for by the appropriate department head prior to presenting the invoices to the Finance Department for processing. This includes annual blanket purchases where a single purchase does not

exceed \$500, and Credit Card purchases who also do not exceed \$500 per transaction.

\$3,000 - \$6,999: Purchase requisitions over \$3,000 shall be completed by the employee procuring items and three (3) telephone quotes must be attached. Once completed, the requisition must be signed by the procuring department head. The Finance Director shall review the requisition to ensure the appropriate fund account number has been assigned and that there are enough unencumbered amounts in the fund account to cover the purchase. If the above conditions are met and after the Finance Director signs the requisition, the Accounts Payable Technician shall then issue a purchase order and forward it to the procuring department where the order may then be placed.

\$7,000 - \$24,999: Purchase requisitions over \$7,000 shall be completed by the employee procuring items and three (3) written quotes which shall be scanned into the Finance Program and attached to the requisition file. Once completed, the requisition must be approved by the City Manager and the procuring department head. The Finance Director shall review the requisition to ensure the appropriate fund account number has been assigned and that there are enough unencumbered amounts in the fund account to cover the purchase. If the above conditions are met and after the Finance Director approves the requisition, the Accounts Payable Technician shall then issue a purchase order and forward it to the procuring department where the order may then be placed.

#### **Formal Purchases:**

\$25,000 – Above: Requires formal bid and City Council approval.

A completed purchase requisition requires all the following fields to be executed:

Requisitioned By (Person)	Vendor Federal I.D. Number
Vendor Number	Date
Account Number	Quantity
Description	Unit Price
Total Price	Vendor Name
Vendor address	Contract Number if applicable
	Vendor Sales Tax Exemption Number if Applicable
Bid Number, and date of Council Approval of Bid	

#### **Purchase Orders:**

From the approved requisitions, the Finance Department shall generate purchase orders. The appropriate fund account numbers shall also be encumbered at the time of the purchase order preparation. Once the purchase order is generated a copy will be e-mailed to the procuring department, and vendor .

The department heads or supervisors shall supervise all purchases, and no purchases shall be divided or sub-divided in order to circumvent the limitations hereof. All invoices must show the purchase order number and each invoice shall be signed “approved to pay” as evidence of receipt of the purchased items. Departments shall mark each purchase order for closure once they have received all goods/services to be purchased. No purchase can be re-opened for use once it is closed a new purchase will be required. All vendors shall be notified that any open purchase orders they have after October 1<sup>st</sup> of each calendar year must be closed and all invoices received no later than November 1<sup>st</sup>, due to fiscal funding constraints. Contracts which cross fiscal years must secure a new purchase order for that year’s budgeted project allocations. Purchase orders may not cross fiscal years.

Departments shall make vendors aware that any invoices not sent for payment prior to November 1<sup>st</sup> may be subject to rejection by the City and will require approval by the City Manager.

## **CHAPTER 5 – FORMAL PURCHASES AND COMPETITIVE BID PROCESS**

This section is for the purpose of specifying procedures for the solicitation, submittal, receipt, opening and recording of all bids required by all the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Green Cove Springs, Florida. Formal and competitive bids are required for all purchases of a single item or services or aggregate in excess of or equal to \$25,000:

1. All contracts for purchases where qualifications, not price is the basis for contract award, shall be awarded by sealed bid i.e. (Contracts for professional architectural, engineering, landscape architectural, and land surveying.)
2. Contracts for the work on roadways, or bridges or the construction of any buildings shall be let, nor shall any goods, supplies or materials be purchased for City purposes when the amount to be paid shall equal or exceed twenty-five thousand dollars (\$25,000). The bid award shall be made to the lowest qualified responsible and responsive bidder.
3. Any competitive solicitation shall be published in a paper of regional circulation, and on the City's website simultaneously for all bidders. The advertisement of bids must include the time and date for the receipt of bids, proposals, or replies along with the location of any pre-bid conference and public bid opening. All contractual terms and conditions applicable to the procurement, including the criteria to be used in determining acceptability and relative merit of the bid, proposal, or reply. Solicitation of formal purchases shall, at a minimum, consist of advertising or notification in a newspaper of general circulation in the County at least twenty-one (21) calendar days prior to the public opening date set forth in the solicitation, and at least five (5) calendar days prior to any scheduled pre-bid or pre-proposal conference (the City Manager shall have the discretion to reduce the number of days a formal purchase is advertised or noticed; however, in no case shall the number of advertising or notification days be less than ten (10) calendar days, unless deemed an emergency by the City Manager.
  - (a) Invitation to bid- The invitation to bid shall be used when the agency is capable of specifically defining the scope of work for which a contractual service is required or when the agency is capable of establishing precise specifications defining the actual commodity or group of commodities required.

All invitations to bid must provide the following information:

1. Detailed specifications outlining the goods/services they are requesting, as well as any recommended vendors they want to directly receive a copy of the solicitation, which shall be developed by the responsible department along with assistance from the Purchasing Agent.
2. The initial term of the contract plus any additional annual extensions shall not exceed five (5) years, unless approved by Council during the award of bid.
3. Evaluation factors for the bids including consideration of the total cost for each year of the contract, respondents intending to request price increases for extensions shall include this information as part of their response.
4. Statement regarding the fact that the Purchasing Agent shall be the point of contact for City on all solicitations and will work with the issuing department during the bid process to publish the bid documents in the paper and on the City's website, as well as responding to all

questions relating to the bid. They will deal with all changes or modifications to the specifications which may arise, by issuing an addendum to prospective bidders that are listed on the as plan-holder(s) or attended the pre-bid/pre-proposal meeting. All addendum(s) that modify the bid opening date/time will require additional advertisement and/or notification. The vendors shall be accorded fair and equal treatment.

5. Time and Place of when the Purchasing Agent shall conduct the bid opening process along with assistance from the department.
6. Statement regarding the fact that the City reserves the right to award bid to most responsive bidder even if there are less than three responsive bidders and that the Department and Purchasing Agent with direction from the City Manager may negotiate with the selected firm for the best terms and conditions.
7. All contracts for professional services for construction projects or for fees for planning or study activity which exceed the threshold requirements outlined in Section 287.055 (3)(a), Florida Statutes, as amended, shall be entered into pursuant to the “Consultant’s Competitive Negotiation Act,” codified at Section 287.055, Florida Statutes.
8. All formal and competitive bid solicitations shall conform to the requirements of Section 287.133, Florida Statutes, as amended, regarding public entity crimes.

**Exceptions to the Competitive Procurement Requirements of Chapters 4 and 5 above are as follows:**

1. Purchases from state- approved suppliers are an exception to the requirements of Chapter 4 and Chapter 5. The City Council may purchase any goods, supplies or materials from any supplier who supplies such goods, supplies or materials to the State of Florida under an existing and active contract for the price or prices prevailing under the contract. All purchases under state contract must have a copy of the state contract on file at the Purchasing Office and the contract number attached to the requisition.
2. Purchases from governmental entities, not for profit and charitable organizations and cooperatives are an exception to the requirements of Chapter 4 and Chapter 5. The City Council may purchase any goods, supplies or materials from any vendor that supplies such goods, supplies or materials to those entities under an existing and active contract for the price(s) prevailing under the contract. All purchases under said contract must have a copy of the contract on file at the Purchasing Office and the contract number attached to the requisition.
3. Public Auctions are an exception to the requirements of Chapter 4 and Chapter 5. The City may, without resort to notice and bid requirements, purchase previously owned or used goods, supplies or materials, whenever said goods, supplies or materials are offered for sale at public auction below normal cost, and whenever said purchase shall be deemed by separate action of the City Council to be in the best interest of the City.
4. Mainframe computer equipment and telecommunications equipment and services are an exception to the requirements of chapter 4 and Chapter 5. The notice and bid requirements shall not apply to the purchase of any mainframe computer equipment, computer software, telecommunications equipment, goods, supplies, materials or services.
5. Emergencies are an exception to the requirements of Chapter 4 and Chapter 5. For any and all emergency purchases the notice and bid requirements may be waived by the City Council or City Manager, without notice of any kind in the event a valid public emergency, so declared by the City Council or the City Manager, exists, which may include but shall not be

limited to emergency facilities repair, and purchases necessary to avoid a temporary loss of necessary public services, equipment or utilities, or otherwise deemed by the City Council or City Manager to be in the best interest of the City.

6. Goods produced in correctional work programs are an exception to the requirements of Chapter 4 and Chapter 5. The notice and bid requirements shall not apply to the purchase of any goods produced in correctional work programs under the provisions of Section 946.515, Florida Statutes.
7. Used goods, materials, supplies or equipment are an exception to the requirements of Chapter 4 and Chapter 5. The City may authorize the purchase of previously owned goods, materials, supplies or equipment whenever the same shall be offered for sale below the normal cost for the same or similar new or unused items and whenever said purchase shall be deemed by separate action of the City Council to be in the best interest of the City.
8. Unless otherwise required by general law or ordinance, the City Council is not required to comply with Chapter 4 and Chapter 5 and may authorize any purchase or enter into any contract for construction of any facility when the circumstances are such as to render notice and bidding impractical or unlikely to produce valid or cost effective bids, as judged by the City Council and approved by separate action thereof based upon the best interest of the City.
9. The City Council may approve a vendor, service provider, equipment, goods, supplies, materials or services for the purpose of consistency, standardization or cost effectiveness if it is deemed to be in the best interest of the City.
10. Employment of “Outside Counsel” by the City Council.

### **Procedures:**

This is for the purpose of specifying procedures for the preparing of bid packages, solicitations, submittal, receipt, opening and recording of all bids required by various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Green Cove Springs, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes, as amended.
- b. Applicable Provisions of City of Green Cove Springs.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

Competitive bidding must involve clear procurement methods in which bids from competing contractors, suppliers, or vendors are invited by openly advertising the scope, specifications, and terms and conditions of the proposed contract as well as the criteria by which the bids will be evaluated. Competitive bidding should obtain goods and services at the lowest prices by stimulating competition, and by preventing favoritism.

Contracts for commodities, including continuing contractual services, may be bid for an initial term not to exceed 3 years, with two additional one-year annual renewals allowed. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. All contract renewals must verify that the proper insurance requirements are still in effect.

Notwithstanding anything to the contrary in this Purchasing Manual, all contracts for the construction or improvement of a public building or structure, or for any other public construction work, the cost of which will

exceed \$25,000, must be competitively awarded pursuant to the requirements of section 255.05, Florida Statutes, as amended. If the City Council determines, however, that any of the provisions of Section 255.05 (1)(a)(1.) Florida Statutes apply to the anticipated project, or if after public hearing pursuant to section 255.05 (1)(a)(9), Florida Statutes, The City Council determines it is in the public's best interest to perform the project using its own services, employees, and equipment, then the procedures of section 255.05, Florida Statutes, shall not be required to be followed.

1. **Bid Invitation:** The procuring department should submit in writing the services or commodities it wishes to actively solicit for competitive bids to the Purchasing Agent. The written request should include, but not be limited to, detailed specifications, contact information, vendors to send solicitation to, bond requirements, and budget/account information.
2. **Bid Package:** The bid package will be created by the Purchasing Agent and sent back to the procuring department for final approval. After final approval, a legal ad soliciting competitive bids shall be placed in a newspaper of regional circulation, as well as being placed on the City's website. Purchasing shall assign a specific number and title to each bid solicitation which shall be contained in the Invitation to Bid, Request for Bids, Request for Proposal or Request for Interest. The Specifications and the Bid Form shall be placed on the City's website only. Any changes to the bid package, (e.g. specifications) must be put in writing and submitted to the Purchasing Agent, no changes shall be accepted to the actual bid document within one week of the scheduled bid opening. No clarifications or questions shall be accepted within 48 hours of the bid opening date, in order to give staff time to respond and plan-holder enough time to prepare their bid packages.
3. **Time of Opening:** All bids shall be submitted to the City Hall Finance Department, City of Green Cove Springs, 321 Walnut Street, Green Cove Springs, Florida 32043, to the attention of the Purchasing Agent. The date and time the packet is received by staff shall be recorded on firms the bid package. Upon receipt, the Purchasing Agent will maintain custody and control of all bid submittals until after they have been opened. The deadline for a bid will be outlined in the bid specification. Bidders and the public are welcome to attend the opening and all subsequent committee and commission meetings related to the bids.
4. **Form of Bid Submittal:** All bids shall be submitted in duplicate, (and if applicable only on the forms provided by the City or its staff) along with one digital copy. Each bid and its accompanying materials shall be submitted in a single, sealed and opaque package. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:
  - a. The number assigned to the bid solicitation.
  - b. The title of the bid exactly as it appeared in the published solicitation.
  - c. The date of the bid opening.
  - d. The fact that it is either the original or a copy
5. **Place of Opening:** All bids properly submitted shall be opened in the City Council Chambers, City Hall, 321 Walnut Street, Green Cove Springs, FL 32043. At which time the solicitation states the bids to be opened and read aloud and recorded.

6. Distribution of Copies: After the opening of a bid, one copy shall be distributed to the head of the appropriate department, who shall, after review, shall submit in writing to the Purchasing Agent their recommendation for award. If solicitation is for a Request for Proposal then after the submittal deadline, purchasing shall distribute copies of all received proposals to each Professional Services Evaluation Committee member for review. The original bid/proposal shall be retained by Purchasing.
7. Committee Review, Report and Recommendations: Bids shall be reviewed by the appropriate department head and when applicable the Professional Services Evaluation Committee members. Committee members will be established prior to bid solicitation. After review, a recommendation for award shall be made to the Purchasing Agent. Purchasing will generate a Staff Report for City Council award of the bid/proposal for the next regularly scheduled meeting which shall include a tabulated list of all bidders and their bids.
8. Ineligible Bid: Any bid that does not meet the foregoing requirements for form completion, envelope markings, time of submittal, or the specifications advertised will be rejected and the reasons stated therefor. Bids that do not meet requirements for form will be rejected and declared "No Bid". It will be at the bidder's expense to have rejected bids and/or proposals returned. Bids received after the specified submittal time shall be returned unopened to the submitting firm. The City Council reserves the right to reject all bids and in its discretion to re-advertise the solicitation.
9. Bid Withdrawal Period: Bids are valid and cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all bids and request for proposals.
10. Bid Addendums: All addendums distributed subsequent to the initial distribution of specifications shall be placed on the City's website, and e-mail to all known plan holders. The minimum lead time for issuance of addendum(s) is seven (7) calendar days prior to bid opening. All addendum(s) that modify the bid opening date/time will be posted on the City's website a minimum of two weeks prior the original bid acceptance date.
11. Bid Tabulation Form: The bid Tabulation Form used at bid openings shall include a place thereon for the person completing the tabulation form to sign. This procedure will eliminate the need for signing each individual bid at the time of opening.
12. Authority to Delay Bid Openings: The City Manager is hereby authorized, without seeking prior approval of the City Council in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled City Council meeting, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing Agent and that copies thereof be placed on the City's website, and copies e-mailed to all known plan holders. Upon receipt of the order, the Purchasing Agent shall immediately record the date and time thereof. Staff will continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing Agent shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order by the City Council. At the time scheduled by the City Council, the City Manager shall present his reason or reasons for the delay order and his recommendation of disposition of bids submitted. The City Council may order the bids to be

opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the thirty day withdrawal period as provided herein shall commence upon the date of the actual bid opening, provided such date is not more than sixty days subsequent to the originally scheduled date. No delay shall be ordered beyond such sixty-day period, unless all parties submitting timely bids consent to such delay in writing. In no event is the City Manager authorized to extend the deadline for bid submittals for any project, just the bid opening date.

13. Minimum level of Contractor's Insurance Requirements: Any contractor submitting a bid for any public works project must include, within its initial bid package, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any Automobile-Combined bodily injury/property damage, with minimum limits for all additional coverage as required by Florida law

c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by contract-per occurrence \$1,000,000

Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverage to the City naming the City of Green Cove Springs, a political subdivision of the State of Florida, as Additional Insured. Said certificates of insurance shall also include a thirty day written notice of cancellation, modification or non-renewal to be provided to the City.

The City Council reserves the right to waive, raise or lower the minimum coverage required for projects prior to bid solicitation by affirmative action. The City Council shall not waive any defects in a bid submittal pertaining to matters under this subsection.

14. Miscellaneous Insurance Details: The Contractor shall be responsible for any liability arising from work performed by any subcontractor to the extent such liability is not covered by the subcontractor's insurance. The City will require insurance from named subcontractors in amounts like that of the Contractor. Original documentation of subcontractor's coverage may be provided after the bid award but prior to any work on the project being commenced by the subcontractor or prior to any work which, once begun, may create an emergency situation requiring work by the subcontractor or which cannot be completed without prompt work on the project by the subcontractor.

15. Bid Forms: All bid packages must include the following:

- a. General Bidding Provisions
- b. Instructions to Bidders
- c. Specifications
- d. Contractor & Subcontractor's Insurance
- e. Policy Relating to the Employment of Small & Minority Businesses
- f. Proposal Form
- g. Non-Bidder's Response
- h. Drug Free Workplace Compliance
- i. Reference Sheet
- j. Sworn Statement on Public Entity Crimes
- k. Clarifications & Exceptions Sheet
- l. W-9 Form
- m. Bid Bond Information & Requirements
- n. Standard Addendum to all City Contracts & Agreements

\*If Applicable

- o. Bid Check Return Authorization Form
- p. Proposed Subcontractor's Form

16. Bid Bonds, Payment & Performance Bonds: Bond requirements must be stated in the call for bid. If required, bidders must submit a Bid Bond (5% of the amount of their bid) with their bid as bid security. The security may be in the form of bid bond, cashier's check, or certified check, made payable to the City of Green Cove Springs.

Payment & Performance Bonds, if required, will be 100% on the amount of their bid. See Chapter 14 for detailed information.

17. Award: Award recommendation will be sent to Purchasing by the procuring department. Purchasing will generate a staff report for award recommendation to City Council. After the award recommendation is approved Purchasing will notify all bidders of the City Council's action and a Notice of Award will be sent to the awarded bidder. An award letter is written confirmation of an award of a contract by the City to a successful bidder, stating the amount of the award, the award date, and when the contract will be signed. The City Council shall reserve the right to reject any and all bids and such reservation shall be indicated in all advertising and bid invitations.

18. Agreement: The successful bidder will be required to enter into an Agreement. The City will use a standard Professional Services Agreement. The Agreement will be dated and become effective as of the date City Council awarded the bid; however, the contract period will begin as of the date of the Notice to Proceed.

19. Notice to Proceed: The Notice to Proceed will be issued by the Purchasing Department after all required documents have been received. The Notice to Proceed shall be in written form from the City to the contractor stating the date the contractor can begin work subject to the conditions of the contract. The performance time of the contract starts from the Notice to Proceed date.

20. Indebtedness: If a member, principal business or agent of a family, household, organization or business has a prior indebtedness for which the City seeks restitution, that individual or business shall not be awarded any contract, bid, or other agreement for services until such time as the prior indebtedness is paid in full, or otherwise resolved to the City Council's satisfaction.

## **CHAPTER 6 – LOCAL BUSINESS PREFERENCE INITIATIVE**

The City has developed a Local Business Preference Initiative to promote economic opportunity for Green Cove Springs businesses and to support job creation. The Initiative grants the City the ability to give preference to local businesses and local workers, if their pricing is competitive, and the projects funding source does not prohibit the use of local business preference in its programs.

It is the policy of the City of Green Cove Springs to use the City's spending powers in a manner that promotes fiscal responsibility and maximizes the effectiveness of local tax dollars by ensuring City spending provides business opportunity to local businesses, as defined herein, as a measure to support the local economy.

Staff will utilize the following guidelines when awarding bids using the local business preference:

### **GOODS AND SERVICES**

If the purchase value is \$0 - \$2,999, the City may purchase those items under the Local Business Preference Initiative when and if the Local Business items are comparable in quality.

If the purchase value is \$3,000 - \$24,999, the City may purchase those items under the Local Business Preference Initiative when and if the Local Business is within 5% of the lowest price given,

If contract value is \$25,000 - \$99,999, then the City may award the contract under the Local Business Preference Initiative when and if the Local Business is within 5% of the lowest bid.

If contract value is \$100,000 or greater, then the City may award the contract under the Local Business Preference Initiative when and if the Local Business is within 5% of the lowest bid.

\*This Initiative excludes architectural, engineering, or land surveying services, subject to CCNA, and projects funded with most State and Federal grant programs, such as CDBG, FEMA, FHWA, FRDAP, etc.

Businesses interested in becoming eligible to participate in the Local Business Preference Initiative Program must complete the Green Cove Springs Hire Local Businesses First Application and Affidavit (Exhibit A, attached). Only businesses that meet the requirements, as defined below, will be eligible to participate in the program.

The Local Business Preference Initiative Form must be submitted, approved and on file with the City prior to any bid advertisement in order to submit a proposal/bid and be considered for Local Business Preference.

## Definitions:

- **Local Business** means a business with a principal place of business within the incorporated city limits of Green Cove Springs.
- **Principal place of business** means the business must be headquartered or have an established place of business in the incorporated limits of the City of Green Cove Springs, from which 20% or more of the entity's workforce are regularly based, and from which a substantial role in the entity's performance of a commercially useful function or substantial part of its operations is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed as a principal place of business in Green Cove Springs.

## CHAPTER 7 – BID PROTEST

1. Any person who is adversely affected by a bid decision may file with the City Manager a written notice of protest within 72 hours after the posting of the award of bid notice, exclusive of hours occurring during days that are other than business days.
2. Any protest of a bid solicitation shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.
3. Upon receipt of a formal written notice of protest, filed within the required time limit, the City Manager shall suspend the bid award process until the subject of the protest is resolved by final action as specified in this section, unless the City Manager sets forth in writing particular facts and circumstances which require the continuance of the award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.
4. Intervenors shall be permitted to participate in the formal protest proceedings in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.
5. In his or her discretion, the City Manager may provide an opportunity to resolve the protest by mutual agreement between the City Manager and the protesting party within 7 calendar days after the receipt of a timely written petition initiating a formal protest (hereinafter "petition"). Such agreement must be reduced to writing, signed by the City Manager and the protesting party or such party's authorized agent, and submitted to the City Council at the earliest opportunity. The Agreement shall not be deemed effective unless ratified by the City Council. If the City Council shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.
6. Within 10 business days following the timely filing of a petition, or, if the City Council shall have considered but failed to ratify an agreement submitted to it under section 5, (above) then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 7 before a hearing officer appointed by the City Manager; provided, a department head who is substantially involved in or concerned with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.
7. All hearings shall be conducted pursuant to written notice to the protesting party, the City Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Rules and procedures governing each hearing are as follows:

- a. The audio thereof shall be recorded electronically.
- b. Prior to the hearing only, motion practice may be permitted by the hearing officer on his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing.

Prior to the hearing, the protesting party, the City and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the City Council and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the item.

d. The protesting party and intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The City shall be deemed a party to the proceeding. The City Attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the City.

e. All witnesses shall be placed under oath by the hearing officer prior to testifying and shall be subject to cross-examination by any hearing participant.

f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.

g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the City Manager shall provide copies of a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording and shall provide copies of the same to all the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the City Manager and serve copies on all hearing participants; provided, if the City Manager is the hearing officer, then within 7 business days following the hearing, the City Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the City Council along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof

served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the City Council regarding the recommended order. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the City Council members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the City Council members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the City Council. Thereafter the City Council shall render its decision on the protest. In so doing the City Council shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the City Council shall not be bound by any of the provisions of the recommended order. The decision of the City Council shall be reduced to a written order signed by the Mayor, or in his or her absence, the Vice Mayor, and shall constitute final action of the City on the protest.

k. The date, type and substance of all ex parte communications between any City Council member and a hearing participant, including counsel therefor or any agent thereof, and between any City Council member and third party, must be publicly disclosed by the City Council member prior to the rendering of the City Council's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each City Council member and hearing participant.

8. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the City Council shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

9. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the City and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. The City Attorney shall not be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

10. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the City Council in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.

- b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.
- c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the City's rules or policies, or the bid or proposal instructions or specifications.
- d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines based on competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.
- e. A bid protest proceeding may not serve as a vehicle for the City Council to revisit the proposed award absent a determination of impropriety as set forth above.

11. By written agreement amongst the protesting party, the City, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

12. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 1, 2, 3, 11, 15, 16, and 17 hereof.

13. For purposes of this section, the filing with the City Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the City Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

14. For purposes of this section, a business day shall mean any day City Hall is open for business.

15. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

16. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 1/2 by 11 inches in size. Briefs shall not exceed 15 pages in length and may not include any appendices. A digital copy of all written stipulations, briefs, and proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2010 or later, or compact disc.

17. For purposes of this section, a hearing participant shall mean and include the protesting party, the City and any intervenor.

18. This section shall be construed and implemented to secure the just, speedy, and inexpensive resolution of bid protests.

## CHAPTER 8 – DIRECT PURCHASING

Direct purchasing refers to the Governmental entity, the City of Green Cove Springs, intentions to directly purchase the materials for any public project in order to save the cost of sales and use tax on the materials. “Public projects” are construction projects for public use or enjoyment, financed and owned by the government, for which a Prime Contractor or Construction Management firm constructs and installs tangible personal property that becomes a part of a public facility. The transaction must satisfy all the requirements of F.A.C. Rule 12A-1.094. The City of Green Cove Springs shall be known as the “Owner”.

1. Description: The Owner is tax exempt from sales tax on the purchase of construction materials. The Owner has elected to exercise this right to purchase directly various construction materials, supplies, and equipment that will be a part of the public project. Such direct purchase shall be without any additional cost to the Owner. The Owner shall, via Purchase Orders (PO), purchase the materials along with assistance from the Construction Manager or the Prime Contractor. The materials shall be purchased from the Vendors procured by the Construction Manager or Prime Contractor through a City approved bid process.
2. The original construction contract amount shall be reduced by the net, undiscounted amount of the purchase orders plus all sales taxes. This reduction in the contract amount will occur through a Change Order, which will reference the Purchase Order effecting the change.
3. Issuance of Purchase Orders by the Owner shall not relieve the Construction Manager or Prime Contractor of any of their responsibilities regarding material purchases or installations, with the exception of the payments for said materials purchased by the Owner. The Construction Manager or Prime Contractor shall remain fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and all applicable warranties. The Construction Manager or Prime Contractor must maintain his Builder’s Risk policy to include materials stored on-site and materials installed on site. The Owner shall be consulted by the Construction Manager or Prime Contractor as to the disposition of any surplus or unused materials directly purchased for the project.
4. It is recognized that the Construction Manager, Prime Contractor may encounter additional overhead costs in assisting the Owner with this task and shall include any cost for this on a separate line in their Base Bid.
5. No payment will be made for material stored off-site. Payment is contingent upon the receipt of properly verified and approved delivery tickets.
6. All invoices must contain the Purchase Order Number in order to be paid.
7. Terms: For the purpose of this Section the following terms will be defined:

- a. **Material:** Any material, supply, or item of equipment intended for permanent installation in the Project.
- b. **Vendor:** A company supplying materials to the Project, whether such provision includes installation or not.
- c. **Purchase Order (PO):** An authorization issued by the Owner for the supply of stated materials and agreement to pay quoted price for material upon verification of delivery.

- d. Delivery Ticket: A receipt issued by the Vendor on a business -like form indicating the date, quantity, and type of materials delivered to the site and referencing a Vendor's invoice or the Purchase Order.

### **Execution:**

1. The Owner will issue a Purchase Order to the Vendor in the amount originally negotiated by the Contractor, from the original bid, less the sales tax. The Purchase Order will contain the following minimum information:

- a. Date of issuance
- b. Project name and location
- c. Vendor's full business name
- d. Vendor's full business address
- e. Reiteration of the authorized quantity, material description, unit cost, and extended price for each material
- f. Total price
- g. Signature and printed name of approving agent for the Owner
- h. Signature and printed name of authorizing agent for the Owner
- i. Contact name and phone number of vendor's representative
- j. Vendor's Federal I.D. Number

The PO will be sent directly to the Vendor with a copy retained by the Owner and a copy sent to the Contractor to be submitted/provided to the Subcontractor.

2. Upon receipt of the PO by the Vendor, and upon receipt of the materials by the Owner, the Vendor shall issue an invoice to the Owner for payment on materials. The invoice shall clearly reference the PO number.

3. All materials are to be received on the site with the Vendor's delivery ticket. Delivery tickets are to be collected, verified as to accuracy, quantity and product, and signed by the Contractor or the Contractor's on-site representative and by the Owner's Project Manager.

4. The Owner will issue payment to the Vendor for the amount of the approved invoice from the Contractor. In order to maintain timely payments, it will be the responsibility of the Subcontractor/Vendor and the Contractor to process invoices in accordance with the payment schedule. Any late fees incurred as a result of the Contractor's failure to process invoices in a timely manner (when an invoice is emailed to the Contractor for approval the Contractor shall respond back to the City within one week [approval or disapproval]) will be paid by the Contractor.

5. The Contractor shall be responsible for maintaining a summary of materials purchased and tax savings for inclusion on the AIA Form G702, Application and Certificate for Payment. The total cost of goods directly purchased by the Owner shall appear on Line 8 and the total sales tax savings of goods directly purchased by the Owner shall appear on Line 9. Both lines will then be deducted from the Contract Amount via Change Order when determining payment due to the Contractor.

## **CHAPTER 9 – PREFERRED VENDOR LIST**

The preferred vendor list is provided to departments upon request to assist in the order placement aspect of procurement. The primary purpose of the list is to assist employees in selecting suppliers that have completed a thorough review process.

The Preferred Vendor List in no way voids the informal or formal processes when procuring goods or services.

A Vendor may become a Preferred Vendor by completing the Preferred Vendor application. Once an application is received and reviewed by the purchasing agent a decision will be made and the Vendor will either be approved and a letter sent stating this fact or not approved and a letter sent stating this fact along with the reason/s why the vendor was rejected as a Preferred Vendor.

## **CHAPTER 10 - SUPPLIER AND CONTRACTOR PERFORMANCE EVALUATION**

To enhance the process of supplier and contractor performance, ensure long-term growth and success of suppliers and contractors and to proactively monitor performance so that the City's needs and expectations are being met, the City has instituted a *Supplier and Contractor Performance Evaluation Program*.

The Supplier and Contractor Performance Evaluation program includes the use of supplier and contractor scorecards to establish a means of consistently evaluating performance. Competitively awarded (excess of \$50,000) contracts for services and supplies shall be evaluated using these procedures. For services and supply contracts, less than \$50,000, where Purchasing could reasonably foresee that poor performance would create significant business risk for the City, these procedures may also apply. The Supplier and Contractor Performance Evaluation program supports the City's stated purchasing goals, which include the following two basic goals: to obtain the highest quality goods and services for the smallest outlay of taxpayer dollars, and to provide a fair and level playing field for businesses. The program is intended to accomplish the following goals:

- Drive suppliers and contractors to continuously improve performance.
- Provide ongoing incentive for suppliers and contractors to perform well and disincentives for poor performance.
- Standardize approach to documenting performance.
- Increasingly hold suppliers and contractors accountable for their work.
- Increase communication with suppliers and contractors regarding their performance.
- Ensure clarity of expectations regarding performance.

The roles in the following table are essential to the effective operation of the Supplier and Contractor Performance Evaluation program.

Role	Responsibilities
Purchasing Agent	<ul style="list-style-type: none"> <li>• Oversee the program</li> <li>• Send letters of deficient performance</li> <li>• Coordinate corrective action meetings</li> <li>• Monitor suppliers needing corrective action at least semi-annually</li> </ul>
Reviewer (Purchasing Department)	<ul style="list-style-type: none"> <li>• Evaluate the supplier/contractor's performance</li> <li>• Collect all relevant input from other individuals regarding the supplier/contractor's performance</li> <li>• Maintain documentation to support the evaluation</li> <li>• Provide comments regarding the supplier/contractor's performance</li> <li>• Contact Purchasing if questions arise regarding the program or policies</li> </ul>
Purchasing Department & Reviewer (using agency)	<ul style="list-style-type: none"> <li>• Address unacceptable performance</li> <li>• Review corrective action plans</li> <li>• Attend meeting with supplier/contractor due to deficient performance</li> <li>• Review evaluation of scorecards</li> </ul>

For every competitively awarded contract in the amount of \$50,000 or greater into which the City enters, the respective using agency will designate one individual, known as the Reviewer, to be responsible for the evaluation of the supplier's and/or contractor's performance under that particular contract. Functions of the Reviewer include assisting the supplier and/or contractor in beginning work in an effective manner, inspecting the work, handling any issues resulting from the work and evaluating performance using the designated scorecard.

The City will conduct evaluations of suppliers and contractors for each contract to which this policy applies at a minimum frequency of not less than one per contract term. The City may choose to conduct performance evaluations and prepare scorecards at any time during performance of the work, or soon after the completion of the work, solely at the discretion of the City. The City will maintain all scores and may consider trends when making eligibility determination. All scores are the property of the City.

Many contracting circumstances are unique and may require significantly more inspections and scorecard evaluations. The Purchasing Agent and Purchasing Department may jointly determine an alternate frequency of scorecard evaluations. The number of inspections does not necessarily correspond to the number of scorecard evaluations that will be required for the contract. Determining inspection and scorecard frequency is an important decision. Generally, the higher the risk to the City, the more frequent and thorough the inspections should be. For example, given a normal risk level for an annual service contract, inspections should be performed monthly and summarized quarterly. Where risk of poor performance is low, inspection frequencies could be extended to every three months. With the exception of the minimum requirements, these are guidelines only, and the Reviewer should work with the Purchasing department to determine a frequency that best meets the needs of the particular contract.

If inspections determine that a supplier and/or contractor is performing poorly, it is critical that the Reviewer prepare a scorecard documenting such performance and proceed with notifying the supplier or contractor, through the established deficient performance letters, that they are in danger of receiving an unacceptable performance rating.

When a using agency initiates a competitive bid, Purchasing will select, with the help of the using agency, the appropriate scorecard with which to evaluate the performance in providing the supplies or services required. The Purchasing department includes the “Supplier and Contractor Performance Evaluation Program” language and a blank scorecard of the selected type in the bid package. After award has been made, the Reviewer is notified when work will begin, and the Reviewer may begin inspections at any time. The Reviewer should document results of inspections and the inspections should be clear enough so that they may be referred to at any later time without any question as to what they mean. It is possible that other individuals or groups employed by the City or subcontracted by the City have independently collected information that may be useful to the Reviewer in completing the evaluation. The Reviewer is responsible for contacting these individuals, collecting all relevant performance-related information for the period of performance being evaluated and retaining relevant records. When a scorecard has been completed and graded, the City will categorize the performance in one of three performance levels, based on an average of the metrics scored. Each performance category indicates the level-specific actions required on the part of the City and the supplier and/or contractor.

The number of days specified in the policy and procedures below, including supplier and contractor response times, cure periods, and the like, are for example only. The City reserves the right, in all cases, to modify these notice and response times, at their sole discretion, to account for such items as remaining term of contract and risk of continued unacceptable performance.

## **Unacceptable Performance**

Score Range: 2 or lower on the Performance Evaluation.

**Actions:** The City will notify the supplier in a letter that its performance has been scored as unacceptable. The supplier shall have ten (10) days to respond to the letter. Such response shall include the specific actions that the supplier will make to bring the supplier's performance up to at least acceptable performance.

Within thirty (30) days from date of the first unacceptable performance letter, the City will notify the supplier by letter as to whether its performance, as determined solely by the City, is meeting expectations, or continuing PURCHASING POLICIES & PROCEDURES MANUAL 2019 Resolution No. R-27-2019

to be unacceptable. If the supplier's performance as described in the letter is meeting expectations, no further remedial action is required by the supplier, if supplier's performance continues to be acceptable. If the supplier's performance as described in the letter continues to be unacceptable, or is inconsistently acceptable, the City will take such actions as it deems appropriate including, but not limited to, terminating the contract for breach, suspending the vendor from bidding on any City-related solicitations, and other remedies available. Such action does not relieve the supplier of its obligations under the contract.

### **Acceptable Performance**

Score Range: greater than 2, but less than 4 on the Performance Evaluation.

Actions: an acceptable performance requires no response to the scorecard on the part of the City or the vendor.

### **Top Performance**

Score Range: equal to 4 on the Performance Evaluation.

Actions: Top Performers may be provided preferential consideration when awarding emergency-related work that cannot be competitively bid, may be subject to consideration for a reduction in lower bid securities, and/or may be given other incentives as determined by the City Council.

If the vendor wants to dispute the results of its scorecard performance evaluation, the supplier must submit a letter to the Purchasing Agent supplying supplemental information that it believes the City failed to consider when preparing the scorecard. Such letter, along with supplemental information, must be submitted no later than ten (10) days following the supplier's receipt of the scorecard. If the City decides to change the scorecard, the vendor will be notified, and a revised scorecard will be prepared and issued to the vendor. If the City decides that no change is warranted, the decision is final.

## CHAPTER 11 – EMERGENCY PURCHASES

It is the intent of the City Council to empower the City Manager to effectively respond to the imminent threat or aftermath of bona fide catastrophic events. The City Council has no greater moral or legal responsibility than the safety of the citizenry. The Council collectively recognizes that disasters, large and small, man-made or natural, are not inclined to coincide with the schedule of the City Council public meeting. The City Council therefore delegates the authority to make and/or approve emergency purchases in its absence to the City Manager under the circumstances and limitations outlined below. The City Manager may not delegate this duty unless the City Manager is incapacitated or otherwise unavailable.

Emergency purchases can be made without having to conform with the purchase requisition or purchase order regulations in Chapter 4 and Chapter 5 provided that the emergency purchase falls within the meaning of emergency purchase as defined in Chapter 3 and provided that the City Manager or his or her designee shall submit to the City Council within fifteen days of the purchase a statement certifying the conditions and circumstances requiring the emergency purchase and requesting the City Council's approval. This statement shall include complete details surrounding the events which created the emergency.

The City Manager may make an emergency purchase without having to comply with the requirements of Chapter 4 and Chapters 5 of this manual for the following purposes only: emergency repair of essential public facilities or to prevent further damage to the same; for purchases deemed by the City Manager to be necessary to avoid or restore a temporary loss of essential public services; and, purchases of commodities or services to forestall or mitigate threats to the public's health, safety or welfare.

- a. The term "essential public facility" means only those public buildings and infrastructure directly related to the provision of public safety, maintenance of Public Health standards, or prevention of injury to the public (i.e.: Police Station; City Hall, Public Works Compound, Water and Wastewater Treatment Plants, Electric Substations and Distribution Lines, and other facilities officially designated as hurricane shelters before, during and after storm events and while evacuees are in residence; city owned roads and bridges damaged by storm events; storm water retention facilities damaged or in imminent danger of failing before, during or immediately following storm events; solid waste transfer stations and other infrastructure, etc.). "Essential public facility" is in no way intended to encompass public parks or other recreational facilities.
- b. The term "essential public services" means those basic services provided by government that ensure the public's health, safety, welfare, use of the public roads, and security. Essential public services in connection with emergencies shall be deemed to also include removal and proper disposal of storm debris from City owned roads and rights-of-way.
- c. A state of emergency can be declared by either the City Council or the City Manager in accordance with this manual and state law. The City Council may terminate the state of emergency at any time by separate action spread upon the minutes of a regular or special meeting. If a state of emergency is declared by the City Manager, he/she must do so in writing and this declaration must be noted on each Purchase Requisition and Purchase Order issued under such declaration. The City Manager shall report any and all purchases made under the emergency declaration to the City Council at its next meeting. Such report shall not be made a part of the consent agenda, but rather shall be placed on the Council Business portion of the agenda for review and discussion.

## **CHAPTER 12 – SOLE SOURCE PROCEDURES**

Commodities or contractual services available from a single source may be exempt from the quotes and bid requirements of Chapters 4 and 5 as follows:

1. When it is determined that only one responsible source and no other services or source is available as a substitute and said determination is documented; or
2. When there exists unusual or compelling urgency and the City would be seriously injured unless the City was permitted to limit sources.
3. A “Sole Source Certification” form must be completed and attached to the purchase order.

## **CHAPTER 13 – YEAR END PURCHASES**

The purpose of this section is to establish cut off dates and procedures for submittal and processing both year-end purchase requisitions for the current fiscal year and start-up purchase requisitions for the upcoming fiscal year. This procedure is necessary to allow for the purchase, receipt and payment of goods and services before September 30 of each fiscal year, which will assist Finance and Accounting in the timely preparation of the annual financial statements. The procedure applies to all departments.

**1. Schedule for Submitting Requisitions:**

These deadlines will be strictly adhered to. Any year end requisition not received by Accounts Payable by scheduled dates, unless an emergency as designated below, will be returned to the departments.

**2. This schedule will be communicated to all departments via written memorandum from the Finance Director each year on or about the 15th day of August.**

**3. Special Requisition Processing:**

As stated in the previous section, any current year requisition submitted after the designated date, must be an emergency in the strictest sense, defined as follows:

- a. Where a threat to public health and safety exists, or
- b. Where operation of a division or department would be severely impaired if immediate action is not taken.

**Note:** Poor planning is not an emergency.

Where an emergency does exist, and the need arises to purchase goods or services, the department proceeds as follows:

- a. Prepare purchase requisition per procedures.
- b. Notify by e-mail the need for the purchase and request the Finance Director's approval.
- c. Notify by e-mail to Accounts Payable that you have requested approval of this emergency purchase from the Finance Director, and request that once approved they immediately issue a purchase order to the requesting department.

Accounts Payable will process only those requisitions accompanied by approval from the City Manager, when appropriate.

## **CHAPTER 14 - PROCEDURES FOR REQUIRING BONDS & SECURITIES**

Any person entering into a formal contract with the City for the construction of a public building or public works project or for repairs upon a public building or public works project shall be required, before commencement of the work, to furnish a bond or bonds of the type indicated below based on the following conditions, per Florida State Statute 255.05:

### **Types of Bonds and Deposits Required:**

1. Combination Payment and Performance Bond - This type bond shall be required for repairs, renovations, new construction and other public work project costing \$50,000 or more. For projects costing less than that amount, payment and performance bond may be required at the discretion of the Purchasing Agent. When a payment and performance bond is required, the bond will be requested in the bid document. No work in connection with the fulfillment of a contract shall commence until the payment and performance bond is accepted by the City.
2. Performance Bond - For projects estimated to be \$50,000 or more, a separate performance bond and payment bond, rather than a combination bond, may be required, as recommended by the Purchasing Department, to ensure that a contract will be carried out in accordance with the applicable specifications and at the agreed contract price. Requirements for a performance bond on projects costing less than \$50,000 shall be at the discretion of the Purchasing Agent.
3. Payment and Material Bond - For projects estimated to be \$50,000 or more, such bond may be required, instead of a combination bond, where deemed necessary as determined by the Purchasing Department, to protect the City from suits for non-payment of debts which might be incurred by a contractor's performance for the City. On projects costing \$50,000 or less, requirements for this type bond, shall be at the discretion of the Purchasing Agent.
4. Warranty Bonds - At the discretion of the Purchasing Department a Warranty Bond may be required from a successful bidder to ensure warranty provisions are fulfilled. This type bond typically has not been required by the City and would only be required after due consideration by the Purchasing Agent. As vendor compliance with these requirements present additional costs for the City, we must weigh the anticipated risks against the cost for the type security requested.
5. Guaranty of Good Faith Deposit (Bid Deposit) – For purchases of estimated value less than \$50,000 and projects with an estimated cost of less than \$50,000, requirement of a bid bond shall be at the discretion of the Purchasing Agent. For purchases and projects estimated to be \$50,000 or more, bidders will be required to submit with their bid or proposal a guaranty of good faith deposit. When in the best interest of the City, as recommended by the Purchasing Agent, this requirement may be waived. In lieu of a Surety bid bond, a contractor may submit a certified check, cashier's check, or treasurer's check.
6. Irrevocable Letter of Credit - Upon approval of the Purchasing Agent a Contractor may present a "clean" irrevocable Letter of Credit from a national or state-chartered bank in lieu of any of the foregoing bonds for the same face value as required for the bond. The letter of credit shall be for a

period not less than three (3) months beyond the scheduled completion date of the purchase or the contracted services or materials.

7. Retention of Payments - The City may require the payment for a project or a portion thereof, be withheld until the project has been completed as a method of protecting the City's interest. Retention may also be used in lieu of the above listed bonds, upon the approval of the Purchasing Agent. The solicitation documents shall state if retention of any portion of the payment for the project is to be held until completion.

### **Processing of Bonds:**

#### **Bid Security**

1. All construction contracts \$50,000 or more shall require a bid bond, or form of security for the same purpose, in the amount of five percent (5%) of the contract, or other form of security for the same purpose, acceptable to the Purchasing Agent. Construction Contracts under this amount may, at the discretion of the Purchasing Department, utilize bid bonds or other bid security in any manner or form deemed necessary by the Purchasing Agent.
2. Where bid security is required based on 1 above, language shall be included in the bid document specifying the requirement for bid security indicating the amount of security required and the acceptable form(s) of security (i.e. bid bond, cashier's check, etc.). The information shall also be included in the legal advertisement for bids. The bid document shall further state that failure of the successful bidder to enter into a contract for the provision of goods and/or services bid, shall entitle the City to retain those funds as forfeiture of the bid deposit.
3. Bid securities shall be submitted with the vendor's bid in the form requested by the City. Receipt of bid securities, submitted in a form of cash security, shall be recorded on the bid tabulation at the time of bid opening and turned over to the Purchasing Department. Bid security submitted in the form of bid bonds, shall be submitted to the City Attorney's Office for review and approval of bonds submitted for the three (3) lowest bidders. Copies of bid bonds submitted for review shall be retained in the Purchasing bid file until the original bonds are approved and returned by the City Attorney. Original bid bonds, upon being approved, shall be retained in the bid file. Purchasing shall return immediately to the applicable vendors, the cash bid securities of all bidders other than the three (3) lowest bidders.
4. Upon the award of the bid by the City Council, all remaining bid securities, submitted in the form of cash, of the vendors other than that of the awarded vendor, shall be returned.
5. The bid security of the successful bidder, if submitted in the form of cash, shall be returned once a contract has been fully executed and any required documents (i.e. bonds, insurance, etc.) have been submitted and approved by the City.

### **Performance and Payment Bond or Guarantee:**

1. The general rule will be to require two separate bonds, a performance bond and a payment bond, with the exception being for road projects, where a combination bond will be required. However, separate bonds may be required when deemed necessary by Purchasing and the requesting department. In cases requiring separate performance and payment bonds, both bonds should be for the full contract amount.
2. All bids for construction services, \$50,000 or more, with the exception of road projects, shall require separate Performance and Payment bonds (unless a combination bond is deemed acceptable by

Purchasing) or other guarantee satisfactory to the City in the amount of one-hundred percent (100%) of the contract amount, unless a lesser amount is approved by the Purchasing Agent. For services costing less than \$50,000, bond requirements may be advisable based on the review of the Purchasing Agent.

3. The Purchasing Agent shall be responsible for obtaining the applicable bond(s) (e.g. Performance and Payment, etc.) from the awarded Contractor. If the project is a multi-year project, renewal bond(s) should be acquired by the anniversary date. Bonds are normally written on an annual basis and it is customary for the insurance company to renew the bonds. In acquiring renewed bonds, original bond(s) should be obtained.
4. Upon receipt of the bond document(s), the Purchasing Agent shall be responsible for obtaining approval of such bond(s) by the City Attorney. All bonds should be reviewed by the City Attorney and the listing of the Insurance (Bonding) Company in the Florida Department of Insurance Annual Report should be verified.
5. When the amount of individual bond coverage is in excess of \$200,000, verification of the insurance company's solvency shall be obtained from the State of Florida Department of Insurance. Verification shall also be obtained from the insurance company regarding the signature authority of the agent having signed the bond. A copy of the bond should be attached to the letter requesting verification.
6. Once approved by the City Attorney, Purchasing shall retain the original with the contract file.
7. If performance guarantee is provided in the form of cash security in lieu of the performance bond, the requesting department shall be responsible for notifying the Purchasing Agent regarding the completion of the project with a request for the return of the cash security.
8. For all bids involving construction services costing less than \$50,000, where a performance and/or payment bond is not required or recommended, the following procedure shall be used:

At any time prior to final completion of the contract, the City shall not authorize or make payment to the contractor in excess of eighty-five percent (85%) of the amount due on the contract based on the work satisfactorily completed. In case of default by the contractor, the laborers, materialmen and subcontractors making claims for unpaid bills will be paid from the fifteen percent (15%) retainage on a pro-rata basis as follows:

The sum of all claims made shall be divided into each individual claim thereby deriving a percentage value for each claim. The total retainage will then be multiplied by the percentage value and result shall be the pro-rata share of the retainage to be paid to the claimant; however, the payment shall not exceed the amount of the claim.

9. The final payment of retainage shall not be made until the project has been inspected by the project's Architect/Engineer, Project representative or other authorized representative designated by the City for that purpose and until he/she has issued a written certificate that the project has been constructed in accordance with the approved plans, specifications and approved change orders; and until the City has accepted the work; and final payment shall not be made until the Contractor has supplied the City with signed and dated statements from all laborers, materialmen and subcontractors that they have no claims against the contractor for the work under the contract (as evidenced by "release of lien"). Said statements shall identify the project by name and project number. For the City to determine that the Contractor has complied with this section, the Contractor shall provide a certified list of all

subcontractors, laborers and material suppliers to the owner within thirty (30) days of his/her receiving a notice to proceed with the work. The Contractor shall be responsible for providing written notification to the City regarding any changes (additions /deletions) to this list in accordance with the City's approval requirements for such changes.

10. When a contractor receives any payment, he/she shall be responsible for payment of such monies received to each subcontractor, laborer and supplier for monies owed. They shall also be responsible for obtaining release of liens from each sub-contractor and supplier they secure work or goods from for a City project. Said releases shall accompany the contractor's requests for payments, and if not obtained payment may be withheld.

11. If at any time during the performance of a contract, the City receives notice of non-payment from a subcontractor, supplier or laborer, the City shall request the contractor to provide a written statement from the date of notice of non-payment, with each pay request to the Owner, to indicate how each payment requested was distributed to subcontractors and suppliers. This pay request breakdown shall define the disbursement intended for all the funds requested.

#### **AMOUNTS OF BONDS OR DEPOSITS:**

Amount of Bond. Bonds or deposits which may be required shall normally be in the following amounts:

Performance Bond: 100% of contract price.

Payment and Material Bond: 100% of contract price.

Combination Payment & Performance Bond: 100% of contract price.

Guaranty of Good Faith Deposit (Bid Deposit or Bond): The bid deposit will be 5% of the price bid by the vendor.

Exceptions to Amount of Bond. Any of the above listed bonds may be required at another amount recommended by the Purchasing Department and approved by the City Manager.

#### **CHAPTER 15 - PROCESSING OF INVOICES FOR PAYMENT**

The Finance Director shall execute payment of all invoices in accordance with the policies outlined in this Purchasing Manual. An original invoice which is signed and dated by an authorized person must be submitted to the Finance Department before it can be processed for payment. Employee's with signatory authority may not sign invoices requesting reimbursement for themselves, these types of payment requests must be signed by their immediate supervisor. A standard stamp/or notation stating a purchase is marked "Approved for Payment" with authorized signature, date, P.O. number (if applicable) and GL account should be on all invoices submitted for payment.

1. All invoices for purchases shall be processed only if the following documents are on hand at the Finance Department:

a. A properly completed and approved purchase order (if required).

- b. An original invoice. The invoice must be as complete as possible and must clearly indicate the name, address, and any other information pertaining to the vendor. It must also clearly indicate the commodities sold and cost of such commodities. Monthly or other statements may not be submitted. All invoices shall be submitted initially from the vendor to the Accounts Payable Technician. Invoices may not be split between more than one P.O. and may not be hand altered in any way.
- c. IRS Form W-9 must be on file in the Finance Department prior to submittal of invoices for payment.
- d. Department Head or designee signature and date on the invoice stating approved for payment. (A list of all authorized signers for department shall be given to the Finance Department).

2. All invoices for purchases that require formal and competitive bids shall be processed only if the documents listed in Chapter 15, Section (1) are on hand at the Finance Department as well as:

- a. Bid title and bid number should be on both the purchase requisition and purchase order.
- b. All required insurances must be included along with bid information.

In the case of a sole source acquisition under number 1 above, the Department Head shall certify that the acquisition is from a sole source for purchases up to \$6,999.00. For purchases from \$7,000.00 – \$24,999.00 the Department Head and the City Manager must certify that the acquisition is from a sole source. Any sole source purchases in an amount exceeding \$25,000.00 shall be brought before the City Council.

In the case of a sole source acquisition under number 2 above, the City Council or the City Manager shall certify that the sole source acquisition meets the requirements of number 2 above.

There is a requirement for justification for all requested Sole Source purchases; sole source purchases must be supported by the Sole Source Certification and attached to the purchase order.

## **CHAPTER 16 - PURCHASING AGENT**

Purchasing Agent – employee who oversees the acquisition of materials and services needed for production, general supplies for offices and facilities, equipment, or construction contracts. Their primary responsibility is obtaining the highest quality goods at the lowest cost. This usually requires research and the writing of requests for bids, proposals or quotes.

It is the duty of the Purchasing Agent to administer these Purchasing Policies and Procedures. He or she shall additionally:

1. Assist the City Department heads in determining the legality and public purpose of all purchases.
2. Maintain the preferred vendors list.
3. Oversee the Supplier and Contractor Performance Evaluation.
4. Develop strategies and objectives for the procurement of materials, supplies, services and equipment.
5. Coordinate the purchases and purchase procedures of user departments involving procured goods and/or services in an amount exceeding \$25,000.
6. Assist user departments in drafting specifications for formal bids.
7. Manage all aspects of the competitive bidding process in accordance with this manual, to include receipt and tabulation of bid responses.
8. Act as the principal liaison with all vendors.

9. Make recommendations to the City Manager regarding revisions to this manual from time to time.