



PROCUREMENT AND CONTRACTING PROCEDURES AND PROCESSES

Signed by:

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Date

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OVERVIEW

Purpose & Scope

The purpose of this document is to (i) define the objectives and responsibilities of the City's Procurement Office; (ii) clarify the process by which City employees purchase goods and services in compliance with the City's procurement policy; (iii) outline the procedure for executing and administering vendor contracts, (iv) outline the guidelines for disposal of surplus property and (v) outline the guidelines for processing public-private partnership (P3) proposals.

It is the individual responsibility of each City employee with a procurement need to know, understand and comply with the City's Procurement Policy and to follow these procedures and processes.

This document is for internal use only and establishes no rights in third parties to challenge or otherwise frustrate the City's procurement activities.

Definitions

For the purposes of this document, the following words and phrases shall be defined as follows:

- a. **Bidder or Proposer** means an individual or business that submits a bid or proposal in response to a solicitation issued by the City.
- b. **Blanket Purchase Orders** means purchases ordered for recurring, "as-needed" purchases that support multiple transactions for various items from the same vendor.
- c. **Consultants' Competitive Negotiation Act (CCNA)** is a Florida law, codified as Section 287.055 of the Florida Statutes, that governs how state and local government agencies procure professional services, particularly in architecture, engineering, landscape architecture, and land surveying.
- d. **Cooperative Purchasing** means procurement conducted by or on behalf of more than one public entity.
- e. **Invitation to Bid (ITB)** means an advertised competitive solicitation which includes minimum qualifications and a definitive scope of work or precise specifications, where award(s) is made to the lowest responsive and responsible bidder.
- f. **Joint Bidding** is a form of intergovernmental cooperative purchasing in which two (2) or more governmental entities agree on specifications and contract terms and conditions for a given item of common usage and combine their requirements for this item in a single Invitation to Bid or Request for Proposal.
- g. **Local Business Preference** applies to persons, firms, and/or corporations residing or located in the City of Palm Coast.
- h. **Piggyback or Piggybacking** is a procedure of procuring goods or services without the formal solicitation process by means of utilizing another public entity's award of an Invitation to bid or Request for Proposal.
- i. **Professional Services** generally refers to services rendered by individuals or entities licensed or authorized to practice a specific profession, such as architecture, engineering, or law. These services are typically defined by Florida Statutes and involve specialized knowledge and skill acquired through education, training, and licensing.
- j. **Responsive** means any person, firm, or corporation who has submitted a response which conforms in all material respects to the solicitation.
- k. **Request for Information (RFI)** is a formal document used to gather information from potential suppliers or service providers, typically before a Request for Proposal or Request for Statement of Qualifications.
- l. **Request for Proposals (RFP)** means a formal solicitation where the ranking and selection is based on a combination of qualifications and price.
- m. **Request for Statement of Qualifications (RFSQ)** means a formal solicitation typically used for Professional services where the initial ranking and selection is based on qualifications without price being used as a factor.
- n. **Sole Source** is when there is only one person or company that can provide the goods and/or services needed because of specialized or unique characteristics of the goods and/or services.

Procurement Office Responsibilities

- Maintain a procurement and contracting process that:
 - Is compliant with Federal, State and local laws
 - Is ethical, fair, and objective
 - Is competitive and cost-effective manner
 - Is designed to enhance efficiency
 - Promotes goodwill and clear communication in City-vendor relations
 - Identifies and reduces City's contractual risk
- Provide support with:
 - Determining proper procurement method
 - Obtaining quotes as needed
 - Facilitating formal competitive processes (RFQ, RFSQ, RFP, ITB, etc.)
- Identify potential opportunities to consolidate and leverage large purchases to obtain the maximum economic benefits and cost savings
- Identify and secure piggyback opportunities
- Provide support with vendor disputes (i.e. bid protests, contract disputes); Suspending or debarring vendors as appropriate

ELECTRONIC SIGNATURES

The use of electronic media for transactions with the City, including acceptance of electronic signatures, is hereby authorized by the City Manager in accordance with the City's Procurement Policy. All such electronic media must be securitized, as determined by the City, to prevent unauthorized access to the competitive solicitation, approval and award processes and to ensure the integrity of the transaction. The electronic media must also allow for the accurate retrieval and conversion of electronic forms into a medium which permits inspection, copying, and displaying for ADA compliance.

PROCUREMENT PROCESS

Purchasing Card (P-Card) Usage

A Purchasing Card (P-Card) is a credit card issued in an employee's name with preset spending limits and controls. P-Cards are only issued upon written request from the Department Director. The P-Card is to be used only for City purposes. City purchases are those purchases that support the goals and objectives of the City. Employees who are approved and issued a P-Card in their name (P-Card Holder) may make purchases within their spending limit and controls. However, in the event of a single purchase exceeding \$2,999.99 a Purchase Order (PO) must also be issued in accordance with the Procurement Policy **prior** to the P-Card purchase being made.

Training is required to be issued a P-Card. Annual training is also required to be permitted to maintain the P-Card.

P-Card Holders must safeguard their P-Card and purchase appropriately. Failure to do so may result in suspension of P-Card privileges, and disciplinary action up to and including termination in accordance with the Personnel Policy.

Safeguard: The P-Card Holder must:

- Not share the P-Card account number for use by someone other than the cardholder
- Return the P-Card to Human Resources upon leaving employment with the City
- Monitor invoices and immediately report the following to the P-Card Company/Bank (800-270-7760)
 - lost or stolen cards
 - fraudulent charges
 - disputes
- Immediately report declines to P-Card Administrator

- Immediately report any erroneous charge to your supervisor/manager and the P-Card Administrator

Purchase Appropriately: The P-Card Holder must:

- Use the P-Card for City purposes only
- Purchase within approved spending limit
- Not purchase a prohibited spend item
- Not split transactions to reduce the appearance of total spend in order to bypass the procurement process
- Submit all receipts to Staff Assistant within three (3) business days for document retention purposes
- Never accept cash or gift cards for returns. Credit must be applied to the P-Card account.

Permitted Purchases (*reference Exemptions, page 14*)

- Travel expenses in accordance with Travel Policy
- Employee Training/Conferences
- Approved subscriptions
- Approved memberships
- Operating and office supplies
- Alcohol – P&R Director/City Manager Only, from wholesaler only and with proof of City Liquor License

Prohibited Purchases: This list is not all inclusive. Individual departments may impose more restrictive requirements and limits on the P-Card usage.

- IT/Electronic Purchases that have not been coordinated with IT
- Cash Advances
- Cell Phones
- Construction Services
- Consulting Services
- Contraband
- Meals unrelated to either approved travel as per Travel Policy or emergencies* or otherwise approved by the City Manager
- Fuel unrelated to either approved travel as per Travel Policy or emergencies* or otherwise approved by the City Manager
- Gift Cards
- Legal or medical services
- Personal Items
- Personal Memberships
- Weapons and Ammunition

Department Directors or designee are responsible for reviewing the account activity and approving the charges of the P-Card Holders in their respective departments. However, a Department Director or designee cannot approve his/her own account activity.

All P-Card transactions and related recordkeeping are subject to audit by Finance Department and external auditors.

Wholesale Club Card Usage

Authorization

- Wholesale club memberships will be issued to the requesting Department, upon approval from the Department Director and City Manager.
- Requests must be sent to Procurement after proper signatures are obtained for card issuance.
- Authorization must be documented and retained by the Finance Department.

Membership Acquisition

- Membership should be acquired only when it is determined that purchasing through a wholesale club will

result in cost savings or other significant benefits to the City.

- All memberships must be in the name of the City of Palm Coast.

Membership Usage

- Memberships may only be used for official City business.
- Personal use of City wholesale club memberships is strictly prohibited.
- Purchases must comply with the City's procurement policies and procedures.
- Payments must be made using City's p-card and following the City's p-card policy.

Membership Renewal and Cancellation

- It is the Department's responsibility to review memberships annually to determine continued need and benefit.

Purchasing Process Steps

The following is an outline of various steps in the procurement process and responsibility for each. Depending upon the procurement method used, some steps may not be required.

1. Plan/Identify a departmental need – Department
 - Plan for sufficient time and budget
 - Prioritize by need
2. Research solutions available in the marketplace – Department and Procurement Office
3. Prepare specifications for scope of work – Department
4. Draft a solicitation, public advertisement and notice – Procurement Office
5. Conduct a pre-bid meeting, as needed, followed by formal opening, receipt of responses – Procurement Office
6. Evaluate responses – Evaluation team
7. Publish Intent to Award – Procurement Office
8. Present recommendation to Council – Department
9. Prepare contract for execution – Procurement Office
10. Review and maintain the City's contract throughout its term – Procurement Office

Informal Quotes – \$3,000.00 to \$9,999.99

Department staff are responsible for obtaining the required minimum number of written quotes as follows:

Estimated Value \$3,000.00 - \$9,999.99—Single WRITTEN Quote: This only requires obtaining a single written quote. However, a general check of the marketplace should be made to ensure the best value.

Estimated Value \$10,000.00 - \$49,999.99 — Multiple WRITTEN Quotes: This requires obtaining two (2) or more written quotes.

In furtherance of the City's obligation to be fair, objective, competitive, cost effective, all quotes must be for the same quantity and quality and under the same delivery requirements and special conditions. Procurement will assist when requested by Department staff. Procurement reserves the right to obtain additional quotes.

Formal Solicitations - \$50,000.00 and above

In accordance with the Procurement Policy, formal solicitations are required for purchases equal to or exceeding \$50,000.00 unless otherwise exempted.

Estimated Value \$50,000.00 - \$99,999.99: These purchases require formal Requests for Quote posted using the City's procurement portal. The requesting department shall attach the supporting documentation of proper quote vetting with the requisition request.

Estimated Value \$100,000.00 or more - or - for Professional Design and Engineering Consultants: These purchases require formal, sealed, advertised solicitations (Invitations to Bid, Requests for Proposal, Requests for Statement of Qualifications, or Requests for Information).

The solicitation of competitive bids or proposals for professional services covered by the Consultants Competitive Negotiation Act (CCNA) shall be accomplished in accordance with the provisions of Section 287.055, Florida Statutes. The City of Palm Coast does not permit the piggybacking of other agency contracts that fall under the scope of CCNA.

The solicitation of competitive bids or proposals for any City construction project that is projected to cost more than \$200,000 shall be accomplished in accordance with the provisions of Section 255.0525, Florida Statutes.

Developing the Specifications

All solicitations should include a description of the physical, functional, and performance characteristics required of the good or service. It is the responsibility of the Department to understand their needs and requirements and clearly communicate these needs to Procurement Office. The Department should use reasonable efforts to develop specifications that permit maximum practical competition while considering the total cost. When developing specifications, accepted commercial standards/products should be used and unique requirements shall be avoided, to the extent practical. Specifications that list a brand name "Or Equal" description are intended to be descriptive rather than restrictive, and to indicate the minimum quality and characteristics of the products that will be accepted. Submittals offering "equal" products will be considered for award if such products are clearly identified and are determined by the Department and Procurement Office to fully meet or exceed the salient characteristics listed in the specifications.

The quality of the vendors' responses is directly related to the quality and completeness of the specifications. The solicitation must provide potential vendors with a clear understanding of the City's needs. Effective and thorough specifications in the solicitation will reduce post award protests and contract administration problems. The following are some considerations for inclusion in the specifications:

- Complete and clearly written scope of work. It is not prudent to rely upon the vendor to draft the scope of services.
- Requirements for inspecting and testing
- Conditions for acceptance
- Delivery and passing of title
- Express warranties/guarantees
- Preservation of rights under an implied warranty
- Liquidated damages
- Performance bond and maintenance bond, as appropriate
- Periodic reports.
- Progressive payment schedule.
- Periodic meetings and process reviews
- Audit rights
- Escalation provisions in the event of dispute
- Preservation of right to dispute and withhold payment
- Termination rights for failure to deliver and other defaults.
- Indemnification and insurance provisions.

Preparing and Processing the Solicitation Documents

Procurement Office is responsible for facilitating formal solicitations and will begin the process upon request from the Department. Procurement Office will manage all of the details of the solicitation such as drafting the solicitation manual, incorporating the specifications, confirming key dates (i.e. pre-bid meeting, formal opening, evaluation and award dates), publishing the solicitation and any public meeting notices, arranging rooms for pre-bid meetings, when applicable, as well as the formal opening, taking minutes/recording public meetings and preparing any Addenda.

Public Advertisements

Formal solicitations must be published on the City's website and the City's procurement portal. Formal solicitations, \$100,000.00 and above, must also be advertised as outlined below in advance of the specified opening date in one major newspaper that covers the area (i.e. the Daytona News Journal). Public advertisement must also be at least 5 days before any pre-bid meeting. For construction projects in excess of \$200,000, the legal advertisement must be published at least 5 days prior to the pre-bid conference. (Section 255.0525 (1), Florida Statutes). ****Shortened advertisement periods for procurements other than construction projects governed by Florida Statute § 255.0525 will be evaluated on a case-by-case basis and must be appropriately justified and documented****

Public Advertising Requirements

Type	Times	Minimum Bid Period*	Recommended Bid Period
Utility Construction Projects >\$25,000	Advertised for two (2) consecutive weeks		
Request for Statement of Qualifications - RFSQ	1	30 Days	30-45 days
Request for Proposal – RFP	1	30 Days	30-45 days
Request for Solutions - RFS	1	30 Days	30-45 days
Invitation to Bid (Non-Construction) ITB	1	21 days	30-45 days
ITB (Construction) <\$200,000	1	21 days	30-45 days
ITB Construction > \$200,000 and <= \$500,000 **	1	21 days	21-45 days
ITB Construction > \$500,000*	1	30 days	30-45 days
Grants	Per Grant Requirements		

Pre-Bid Meetings

When applicable, pre-bid meetings are held during the bid/proposal preparation period, before the official time and date for the formal opening. Their purpose is to clarify any concerns vendors may have with the solicitation documents, scope of work and other details of the requirement. Pre-bid meetings may be optional or mandatory. A mandatory pre-Bid meeting may be scheduled and conducted if the technical or physical requirements of the solicitation require the physical presence of potential vendors. Responses from any vendors who do not attend the mandatory meeting will not be considered. Procurement Office staff serves as proctor for all pre-Bid meetings.

Vendor Questions & Answers

Vendors must be accorded fair and equal treatment with respect to any opportunity for discussions that promote understanding of requirements and revisions of proposals. Such discussions must be facilitated by Procurement Office, not by the Department nor any evaluation group member. All requests for information, clarification, or the status for any solicitation must be directed to Procurement Office. If there is a need for any substantial clarification or change in the solicitation, the solicitation will be amended, using an Addendum, to incorporate such clarification or change.

Formal Opening

A public opening of the submissions is one of the fundamentals of the formal solicitation process. The time and place of the formal opening is included in the advertisement. The name of each responding vendor must be read aloud and tabulated along with the pertinent information as described in the formal solicitation. Note: Applicable Florida Statutes Section 119.071, 180.24, 218.80, 286.011, 286.0113, and 255.0525.

Evaluation and Award Process

After the formal opening, the responses will be evaluated based upon predetermined criteria for award. The evaluation criteria and methodology must be structured to be as objective as possible. The perception of subjectivity in evaluating responses generates a greater likelihood of a challenge or protest by unsuccessful vendors.

Key tasks for consideration in the evaluation process are the establishment of the evaluation group(s), defining clear evaluation criteria including scoring methodology, ascertaining the need for vendor presentations, notification of award and other public notices, and meeting minutes.

Evaluation Groups

“Administrative review” is completed by the Procurement Office Coordinator facilitating the solicitation. The purpose of this review is to confirm that the responders provided a fully responsive submission. Failure by a party responding to the competitive sourcing process to complete and submit all required documentation shall result in rejection of the response as unresponsive.

“Technical review” is the evaluation group of three or more (odd number to avoid tie scores) persons that scores, ranks and/or short-lists respondents to solicitations based upon their submissions. The technical review must comply with Section 287.055 Florida Statutes, the “Consultants Competitive Negotiation Act” (CCNA), as amended. All such meetings are proctored by the Procurement Coordinator. Such meetings are public meetings as defined in Chapter 286 Florida Statutes unless exempt in accordance with Section 286.0113 Florida Statutes. If exempt, such meetings must be recorded. No “off-the-record” meetings are permitted. The outcome of the technical review is based on whether responses meet the evaluation criteria, and which response (offer) is best for the City.

As facilitator of the procurement process, the Procurement Coordinator assigns members to the technical review evaluation group. The Procurement Coordinator shall only assign qualified members and will give due consideration to suggestions from the user Department. The selected members must possess two traits; first, they must have the skills and ability to carry out their tasks in a professional manner. Second, they must be persons of high integrity and free from bias or conflict of interest. A conflict of interest is defined as any circumstance in which the personal interest of an evaluation group member may prevent or appear to prevent him or her from making an unbiased decision. A conflict of interest is also any conflict defined in the City of Palm Coast Code or Policies, Florida Statutes, or Federal Statutes. Members must ensure that they disclose any conflicts of interest and abstain from voting when a conflict exists. If, at any time during the procurement process, the Procurement Coordinator has reason to believe a member of the evaluation group has an unreasonable bias or conflict of interest, they may remove the member from the evaluation group.

Evaluation group members are prohibited from discussing the contents of submissions with persons not directly associated with the solicitation. Except for the Procurement Coordinator, no evaluation group member may have discussions relating to the solicitation with any responding vendor until after the publication of the Notice of Intent to Award. Failure of any member to abide by this may lead to disciplinary action up to and including termination. Further, members shall disclose any attempts of responding to vendors to influence committee members of the award decision to the Procurement Coordinator.

Public Meeting Notice/Advertisements

Public notice shall be given at least twenty-four (24) hours before any evaluation group meeting. Such notice shall include: (1) name and purpose of evaluation group, (2) time and place of meeting, and (3) ADA requirements notification information.

Meeting Minutes and Recordings

The minutes of any open public meeting must be kept and shall be available for public review. If an open public meeting is adjourned and reconvened at a later date to complete the business of the meeting, the second meeting shall also be noticed. This includes any meeting where a presentation is made to the evaluation group. In accordance with Section 286.0113 Florida Statutes, all meetings that are exempt from the public meetings law must be recorded.

Evaluation Factors

The advertised solicitation must state the evaluation factors, including price, and their relative importance. Specific weights to be applied to the individual evaluation factors need not be listed in the solicitation but must be documented in the Evaluation Criteria file prior to receipt of submissions. The evaluation must be based on the evaluation factors set forth in the solicitation. Criteria not listed cannot be considered when evaluating submissions.

Qualification Eligibility for Shortlisting

Contractors may be considered for shortlisting under the ITB process provided the requested services are determined to fall within one of the applicable categories identified in the RFSQ bid manual. Written confirmation identifying the applicable category should be provided by the requesting department prior to proceeding.

Selection

Evaluation Committee members will independently evaluate and rank each response in accordance with the criteria contained in the Request for Proposals/Qualifications. Each evaluation criteria will have a value from one to the maximum point value noted for that criterion in the Request for Proposal/Qualifications. Each member of the Evaluation Committee will score each submittal in the procurement portal. The Procurement Coordinator shall convert each evaluation committee "members" total points for each submittal into a ranking. Based on total points value, each member's top ranked submittal will be assigned ranking of "1"; the second a ranking a "2" and so on.

If oral presentations are requested and given, the Evaluation Committee will independently rank following presentations based both on the written submittals and oral presentations and provide score sheets to the Procurement Coordinator. The Procurement Coordinator will compile the rankings and establish the final ranking for each submittal.

Vendor Presentations/Negotiations

Auction techniques (revealing one vendor's price to another vendor) and disclosure of any information derived from competing proposals are prohibited. Under Section 286.0113 Florida Statutes, any portion of a meeting during which negotiation with a vendor is conducted, or a vendor makes a presentation or answers questions is exempt and confidential until the City provides a notice of an intended decision or until 30 days after bid opening, whichever is earlier. Any substantial oral clarification of a proposal must be reduced to writing by the vendor.

Mistakes in Proposals

Discovered Prior to Award

Until formal opening, responding vendors may freely correct any mistake in their submission by modifying or withdrawing the submission. After formal opening but prior to award, vendors may correct a mistake in their submission only if:

- The vendor can establish that both the mistake and the intended correct offer are clearly evident on the face of the proposal, or
- The mistake is not clearly evident on the face of the proposal, but the vendor submits proof of evidentiary value which clearly and convincingly demonstrates both the existence of a mistake and the intended correct offer, and such correction would not be contrary to the fair and equal treatment of other vendors.

Discovered after Award

Mistakes shall not be corrected after award of the Agreement except where the City determines it would be unconscionable not to allow the mistake to be corrected.

Notice of Intent to Award

At time of award, all responding vendors shall be notified in writing of the vendor selected for award. Unsuccessful vendors shall be provided with fair access to the complete procurement file, including proposal submittals and evaluation documentation, except where the City rejects all bids, in which case Section 119.071 Florida Statute applies.

The City reserves the right to reject all submissions, and to solicit and re-advertise for new submissions, or to abandon the project in its entirety at any time during the process including, but not limited to, after the Notice of Intent to Award is published.

Bid Protests

Bid protests procedures are as set forth in the City's Procurement Ordinance.

Exemptions to Quotes and Formal Solicitations

Blanket Purchase Orders

Blanket Purchase Orders, as defined in Section 2-23 of the Procurement Ordinance, shall be managed at the department level, these Purchase Orders are appropriate when there is an ongoing operational need. These purchase orders are under ten thousand dollars (\$10,000.00).

Emergency Purchases

An emergency exemption occurs when i) certain conditions might adversely affect the life, health, safety and welfare of City employees or citizens of the City, ii) when City property or equipment are endangered, iii) when it is necessary to maintain or restore vital services, or iv) situations arise which may cause major financial impact to the City should immediate action not be taken. In case of an emergency, the City Manager, or designee may authorize certain imminent needs purchases. Those delegated authority to implement emergency purchases are authorized to waive the bid process within their authority. A report listing all emergency purchases, and the circumstances of the emergency shall be submitted to the City Council on a monthly basis. It shall be the responsibility of all authorized personnel implementing this exemption to ensure such emergency purchase is accomplished in accordance with City policy and that emergency purchase procedures are invoked properly and not used solely to circumvent the regular established procurement procedures.

Piggybacking

The City may forego its formal solicitation process by piggybacking. Piggybacking is the procedure of procuring goods or services without our formal solicitation process by means of utilizing another public entity's award of its formal advertised solicitation. The City may piggyback any contract with any federal, state or local agency, as well as any state or federal authorized cooperative as long as the contract was awarded following a formal advertised solicitation. In situations where neither the solicitation documents nor the contract indicates that piggybacking is permitted, Procurement Office will obtain the agency authorization to piggyback first. Then Procurement Office will ask the vendor to allow the City to piggyback using an engagement letter as follows:

- The engagement letter will expressly indicate that the piggyback shall be in accordance with all the terms and conditions, prices, time frames, and other criteria as included in the other public entities' contract. Additional options not priced in the underlying contract may be purchased, without competitive solicitation, as long as the total dollar value of the additional options does not exceed \$99,999.99.
- Approval of the engagement letter to piggyback shall comply with the Award Approvals set forth in the Procurement Policy Matrix.

Renewals of piggybacks will depend upon the contract. If the contract automatically renews and requires notice of termination rather than an option to renew, no further action is required to renew. However, the complete term of the contract, including renewals, is limited to a five (5) year term. To continue past five (5) years will require a new engagement letter and approvals in accordance with the Procurement Policy Matrix above. If the contract renewal is an option and the Department Project Manager seeks to renew, Procurement Office will submit a new engagement letter. This renewal engagement letter does not require City Council approval if the original engagement letter was approved by City Council. If at any renewal of a piggyback that has not been before City Council, contract value exceeds one-hundred thousand dollars (\$100,000.00), City Council approval must be received.

Cooperative Purchasing Programs

It shall be the policy of the City Council that the City participates in the cooperative purchasing programs that are found to provide cost savings to the City through economies of scale and reduction of administrative costs.

Joint Bidding

Joint bidding is a form of intergovernmental cooperative purchasing in which two (2) or more governmental entities agree on specifications and contract terms and conditions for a given item of common usage and combine their requirements for this item in a single Invitation to Bid or Request for Proposal. Once submittals have been received and discussed by the participating entities, each will administer their procurement process.

Authority

The City Manager shall have the authority to join with other governmental entities in joint bidding ventures where the best interests of the City will be served.

Procedures

The following procedures apply to Joint Bidding ventures:

- 1) A lead agency shall be designated to prepare and issue the Invitation to Bid or Request for Proposal on behalf of the participating entities.
- 2) The lead agency shall survey the participating entities for their requirements and prepare the specifications for the Bid for Proposal and a list of vendors for review by the participating entities.
- 3) Lead agency shall solicit, receive, open, and tabulate the Bids or Proposals.
- 4) Responses shall be evaluated based upon the specifications and criteria set forth in the Invitation to Bid and Bids received, or Request for Proposals and Proposals received, and a recommendation shall be made with respect to the award. Each participating entity shall be responsible for issuing its own Purchase Order and making its own payments. Any pre-award disputes related to the specifications or Bids/Proposal process shall be the responsibility of the Lead Agency. Any disputes that arise after the award between a participating entity and the vendor shall be resolved by the entity and the vendor. This does not preclude participating entities from working together to resolve a common dispute.

Sole Source Purchases

The following criteria must be met, documented and included with a requisition in order to sole source:

- It is the only item that will produce the desired results (or fulfill the specific need), or
- The item is available from only one vendor, or
- The item is available from more than one vendor, but due to other circumstances (such as exclusive sales territory by manufacturer, prohibitive delivery time and cost, compatibility with existing systems, etc.), only one vendor is suited to provide the goods and services.

Any purchase of goods and/or services with an estimated value greater than or equal to \$35,000, that is intended to be purchased from a sole source, must be electronically posted, in accordance with Florida Statute 287.057(3) for fifteen (15) days. The notice must include a request that potential vendors provide information regarding their ability to supply the goods and/or services described.

Purchases of goods and/or services from a sole source are exempt from competitive requirements upon written approval of the City Manager, or designee and other appropriate City personnel within their expenditure authority as set forth in this section.

The request for sole source purchases shall set forth the purpose and need, an explanation why the item will exclusively produce the desired results (or fulfill the specific need) and the criteria. Compatibility with existing equipment shall be an acceptable justification for this exemption, provided the item is only available from a sole source of supply.

The user department and/or the buyer shall attempt to locate competition (alternate sources of supply).

Procurement staff shall keep a log of sole source purchases, which includes the vendor's name, the amount, item description, justification, and the purchase order number, which shall be filed with the City Manager and reported monthly to the City Council.

Procurement staff shall conduct negotiations, as appropriate, as to price, delivery, and terms.

Special Circumstances

Under circumstances where, after competitive bidding, no bids meeting bid requirements are received, or all bids are rejected for failure to meet bid requirements.

Additional Exemptions

Purchases of the following goods and services are exempt from quotes and formal solicitations.

- Water, Sewer, Gas, Electric, Telecommunication, Internet, Cable, Satellite and other Utility Service
- Postage
- Advertisements
- Membership Fees
- Any items covered under the City's travel policy
- Software/Technology Maintenance and Support renewal fees for existing software or technology licenses
- Goods and/or services provided by governmental entities
- Accident Insurance Reimbursement
- Purchase of Real Property, including Closing Services
- Title Insurance
- Legal Services
- Training, education services, and conferences

Requesting a Purchase Order (Requisition)

For all purchases over \$2999.99, the Department shall submit a Requisition in the City's on-line financial system requesting a purchase order. The Requisition must include:

- All Quote(s)*
- A complete description of the goods or services needed, including required delivery time, and all special conditions (if not clearly expressed in the quote)
- Agenda Item and Resolution (\$100K and above)
- Contract, if applicable
- Work Order Information Sheet (Master Service Contract only) - For purchases related to an existing Master Services Agreement, a work order request outlining the specific scope of services and fee must be attached to the requisition. A work order is written authorization to the vendor to proceed with the performance of the contract. The Contracts Coordinator will execute the Work Order on behalf of the City once the requisition has met all approvals within the ERP system.
- Sole Source justification as applicable
- Emergency purchase justification as applicable

**Blanket POs for amounts under \$10,000 for purchases on an "as needed basis" to support multiple purchases for various items at various times (i.e., Ace Hardware, Ver E Safe, Tom Nehl, etc.) do not require quote. Also, if pricing is in active contract, no quote is required.*

Exemptions from Purchase Orders and Requisitions

In addition to permissible P-Card purchases, the following payment types do not require Purchase Orders:

- Water, Sewer, Gas, Electric, Telecommunication, Internet, Cable, Satellite and other Utility Service
- Postage
- Advertisements
- Memberships
- Any items covered under the City's travel policy
- Software/Technology Maintenance and Support renewal fees for existing software or technology licenses
- Goods and/or services provided by governmental entities

- Accident Insurance Reimbursement
- Purchase of Real Property, including Closing Services
- Title Insurance
- Legal Services
- Training, education services, and conferences

Requisition/Purchase Order Approval

The approval flow is determined based on the dollar value of the Requisition in accordance with the City Manager's designee approvals.

Procurement Office reviews Requisitions for the following:

- All required information must be included
- Compliance with Procurement Policy
- Work Order RAP if underlying contract is a Master Services Agreement requiring a Work Order

Once the requisition completes the approval flow, a Purchase Order is generated.

The official copy of the signed purchase order will be uploaded to the City Records document retention tool. An electronic copy of the purchase order is sent to the vendor's email address on file.

Except in the case of Emergency purchases, the requisition must be approved, and the purchase order must be created prior to delivery of goods and performance of services. Failure to follow this requirement could result in the inability of the City to accept the related goods or services or to process payments to the respective vendors. In the event this process is not followed, the requestor must submit a procurement procedure exception form, signed by the Department Director, with the requisition.

Requisitions for Emergency Purchases - The department may make the purchase and submit a completed requisition form along with an emergency purchase form within a reasonable period of time after the emergency.

Receiving, Inspecting and Testing

Receiving and Inspecting

It shall be the responsibility of each department to have an individual, immediately upon receipt of a product or service, inspect that product or service to ensure that it meets the specifications as set forth in the purchase order. The receiving person shall have a copy of the purchase order for verification purposes. The person shall inspect for timing of delivery, quantity, quality, and damage. Any deviations should be immediately documented and sent to the vendor. Time is of the essence when dealing with problems on an order. Failure to advise the vendor and/or freight carrier and document the issue in real time may limit the remedies. In addition, if an item is delivered damaged, the receiving department has the responsibility to protect it and all packing materials from any further damage, and to make it available to the vendor and/or carrier for inspection.

Testing

Testing and samples are at the discretion of the department.

Delivery Requirements

Delivery terms and freight costs are important considerations when asking for a quote. Agreeing to the wrong delivery terms can create the risk of unexpected costs, such as freight costs (shipping and handling), and costs related to the passing of title/ownership. Passing of title impacts which party bears the risk of loss during shipping and the potential need for additional insurance. Therefore, when obtaining quotes for goods, Departments should request that the price include shipping and handling and whenever possible, the shipping terms should be F.O.B. Destination, Prepaid, Allowed. F.O.B. Destination means the title/ownership does not pass until the goods are accepted by the City at the destination point. Risk of damage during shipping is borne by the vendor. Prepaid, Allowed means that the vendor prepays the shipping costs and will not charge back the City.

When the preferred terms are not available, the delivery costs should be quoted as a separate line item and shipping terms should be F.O.B. Destination, Prepaid and Added. Once again title passes after the goods are accepted by the City at the destination point and the vendor prepays the freight costs. The difference is that the vendor will invoice the City for the freight as a separate line item on their invoice. If these delivery terms are used, the vendor should be instructed to include the actual shipping document with pricing along with its invoice. If using any other F.O.B. terms other than these preferred methods, it must be noted in the description field of the requisition.

Adjusting a Purchase Order

Initiation

In the course of business, it may be necessary to adjust a purchase order. Purchase order adjustments are appropriate for administrative adjustments (vendor, quantity changes, and final invoice reconciliation). Purchase order adjustments are not appropriate to avoid the purchasing process or to use a vendor for a different project, phase, Org, or department code. In order to initiate a purchase order adjustment, the Department should submit the Purchase Order Adjustment through the City's Enterprise Resource Planning ("ERP") system. Supporting documentation should be attached to justify the purchase order adjustment.

For construction projects, in order to initiate a purchase order adjustment, submit the Change Order request to Procurement Office via email. The change order must be signed by the general contractor, the City Project Manager, and engineer (if applicable).

Depending upon the total value of the original purchase order and any adjustment requested, a purchase order adjustment and/or change order may require City Council approval before sending the request to Procurement Office.

Approval

The purchase order adjustment will be processed and approved in the financial system. Once the purchase order adjustment is approved, any related contract change orders will be signed by Contract Coordinator and sent to the vendor and project manager. In addition, the revised purchase order may be sent to the vendor at the discretion of the project manager.

Vendor Relations

Vendor Registration

Vendor registration is a requirement for those vendors with whom the City is doing business. To be paid by the City, vendors must complete the AP Registration. This registration should not be submitted until an award of business is made by the City.

Notifying Vendors of Requests for Quotes, Bids and Proposals

Vendors who are interested in receiving notice of City competitive bid processes such as requests for quotes, formal and informal, Invitations to Bids, Requests for Proposals, etc. should register on the City's solicitation portals.

Vendor Performance

If any Department is experiencing a performance issue with a vendor, the Department should document the issue in writing giving all details such as date, nature of problem, person contacted, conversations with the vendor, efforts to resolve, vendor commitment to resolve, etc. The City's Vendor Performance Evaluation Form should be completed and maintained as part of this documentation process for applicable contracts and projects. In addition, a Vendor Performance Evaluation Form shall be completed at the end of the initial contract term and reviewed prior to exercising any contract renewal option. This can be done by keeping a written log of the issue and any email or other correspondence.

Any Department that experiences a performance issue with a vendor which is not satisfactorily resolved within a reasonable period of time should contact Procurement Office. Procurement Office has the authority to take action against any vendor, including possible banning from doing business with the City for a specified length of time or forever. This is a very drastic action and will not be done without proper documentation and due process. Therefore, documentation must be very detailed and immediately recorded. Vague complaints with little supporting document or minor complaints with little negative impact such as "last week my uniform delivery was late" are not acceptable.

Surveys / Testimonials / References

Due to the potential legal consequences, both personally and to the City, City employees must refrain from completing surveys or providing testimonials or any other type of reference for any vendor without prior approval from the Department Director who may consult with the City Attorney, or the City Manager as needed.

CONTRACTING PROCESS

Non-Construction

A contract is an agreement between two parties which creates legal rights and obligations as to the contracting parties. The City requires all contractual rights and obligations for goods and services valued at or above \$3,000.00 be in writing and signed by an authorized representative of the City. For purchases of goods regardless of amount and purchases of services under \$100,000, the City's standard Purchase Order can be the contract. The Purchase Order contains terms and conditions which become the contractual rights and obligations of the purchase. For purchases of services over \$100,000 the City requires a contract in writing signed by an authorized representative of both the City and the vendor.

When, either by City policy and/or by the vendor's policies and procedures, a Purchase Order is not sufficient, then a fully executed contract will be required. The need for a fully executed contract can present itself in different ways. For example, formal solicitations for competitive bids may include or reference the City's standard contract as part of the bid package. In these cases, the City will use the City's standard contract. Sometimes however, when the City project manager asks for quotes, the vendor may require the quote to be signed, or the vendor may provide its own order form of contract. In these cases, a determination must be made as to whether to use the vendor's form of contract or the City's standard contract. In any case, when the need for a fully executed contract arises, engage Procurement. The City's Contract Coordinator will facilitate development and execution of the contract.

The process that follows specifically covers contracts involving the City's purchase of goods and services over \$100,000.

Construction Contracts

A contract is an agreement between two parties which creates legal rights and obligations as to the contracting parties. The Contract contains terms and conditions which become the rights and obligations for services over \$100,000. The City requires a contract in writing signed by an authorized representative of both the City and the vendor. For example, formal solicitations for competitive bids may include or reference the City's standard contract as part of the bid package. In these cases, the City will use the City's standard contract. The City's Contract Coordinator will facilitate development and execution of the contract.

For construction-related procurements, payments may be made directly against a fully executed construction contract without the issuance of a separate purchase order, provided that the contract has been approved and includes a detailed scope of work, schedule of values, and payment terms. All invoices must reference the contract number and be reviewed for alignment with approved milestones or deliverables. Contracts will go through the workflow approval process in the City's Enterprise Resource Planning system.

The process that follows specifically covers contracts involving the City's purchase of construction services.

Contract Development and Execution

Development

Contract Coordinator selects the appropriate contract template.

- Confers with City Attorney as needed.
- When using a vendor's form of contract, Contract Coordinator reviews and edits as necessary, then sends to City Attorney for review and approval. This step may also involve some back-and-forth negotiations with the vendor and the City Attorney to obtain mutual approval of modifications.
- When the City's standard contract is used, City Attorney review is not needed as the standard templates have already been reviewed and approved by the City Attorney, although the Contract Coordinator should

ask for periodic review by the City Attorney to ensure the template is up to date.

- Contract Coordinator prepares the contract and executive overview document for submission in the automated contract approval/signature tool.

Execution

- Contract Coordinator releases the contract to begin the signature approval process.

Submission Timing - If the value of the purchase is over \$100,000.00 or otherwise requires City Council approval, the Contract Coordinator will not release the contract for signature until City Council approval has been received.

- Signature/Approval Flow begins:

Typically, the vendor signs first;

Next, approvals signatures from Department Director, City Finance, City Attorney and any other City Manager designee follow;

Typically, the City Manager signs last.

- Upon completion of the signature/approval flow, the fully executed contract is forwarded to the vendor, the Project Manager and uploaded to the City's City Records document retention tool.

Contract Administration

The goal of contract administration is to ensure that each contract is performed, and the responsibilities of both parties are properly discharged, including but not limited to, timely delivery, acceptance, and payment. Contract administration includes all dealings between parties to a contract from the time a contract is awarded until the work has been completed and accepted or the contract terminated, payment has been made, and disputes have been resolved. To achieve this goal, the Department project managers together with the Contract Coordinator monitor and provide guidance to the vendors. Effective contract administration will minimize or eliminate potential claims and disputes. Contract Administration may include any of the following:

Resources

Department project managers should be cognizant of the resources the vendor has devoted to the work required. Vendor resources should be used in accordance with the proposed levels in the contract.

Timeliness and Quality of Deliverables

Any delay in delivery or poor quality of products or services is an indication that the vendor may be experiencing problems. Prompt inquiry may avoid further delays or quality problems. Additionally, any delay or poor quality is an indication that stricter monitoring of the contract is warranted, e.g., once a delay has occurred, the program or project manager may wish to contact the vendor prior to future scheduled deliveries to ensure there is no further slippage. Deliverables must be inspected as soon as they are received to ensure that quality deficiencies are not present.

Performance Monitoring

Understanding the Scope/Statement of Work is critical to performance monitoring. Monitoring the performance of a vendor allows the City to:

- Ensure that the vendor is performing its duties in accordance with the contract;
- Identify problems which may be developing; and
- Exclude unsatisfactory vendors from seeking award of subsequent City procurements.

The level of monitoring necessary for a particular contract is determined by factors such as the nature and complexity of the work, the dollar value of the contract, the experience of the vendor and vendor's personnel and the risks involved in performance.

Progress Reports

Some contracts require the vendor to submit periodic progress reports. Comparing these reports with the contract schedule shows whether or not the vendor is making progress in accordance with the terms of the contract. If the contract does not provide for periodic progress reports, the Department project managers will monitor the contract to ensure that sufficient progress is being made by the vendor. This may be accomplished by requesting a status from the vendor, a site visit to view the progress, discussions with City staff and other means.

Audits, Review Meetings, Site Visits

More complex contracts may require audits or periodic review meetings and/or site visits to ensure progress in accordance with the contract schedule. Review meetings can be used to review any reports provided and hold discussions with the vendor regarding the progress of the work. Site visits by the Department project manager or construction inspectors are useful to verify actual performance against scheduled or reported performance and ensure that the vendor is dedicating sufficient resources and appropriate personnel to the contract.

Monitoring by Outside Vendors

In some instances, the obligation of monitoring a vendor's progress is assigned to another vendor (e.g., on a construction contract, the task of ensuring progress in accordance with the contract may be handled by the architectural firm that provided the plans for construction). For highly technical work, consultant subject matter experts (SMEs) may be employed to perform monitoring services independently or by Department staff augmentation. It is important to ensure that the vendor performing the inspection does not have the opportunity to cover up its own design errors.

Contract Changes

During the term of the contract, it may be necessary to make changes to the contract. Some changes are minor, such as a change of address, and some changes are substantive changes that affect terms such as price or delivery.

Minor Changes

Minor changes do not affect or alter the rights of the parties. These changes are executed by written notice (if allowed by the contract) or an amendment. Procurement Office will provide copies of the notice or amendment to all affected departments. Examples of minor administrative changes include:

- Changes in billing instructions or address.
- Corrections of typographical errors not affecting the substance of the contract.
- Changes as permitted by specific contract clauses.
- Changes in City personnel assigned to the contract.

Substantive Changes

These are changes that affect the rights of the parties. Such changes require a fully executed amendment, change order (construction), or renewal (when opting to renew contract).

Examples of substantive changes include:

- Change in the price of the contract.
- Change in delivery schedule.
- Change in the quantity.
- Change or nature of deliverables or specifications.
- Change of key personnel.
- Change of any material term and condition.
- An extension of the contract not previously contemplated by the contract.

Constructive Changes

A vendor may claim the right to additional time and/or money based on the allegation that the contract was "constructively" changed. The following City actions can lead to a claim of constructive change:

- Providing suggestions to a vendor.
- Providing definitions to general contract terms without an amendment.

- Accelerating the delivery schedule.
- Directing work to be performed differently.
- Changing sequencing of the work.
- Delaying acceptance or rejection of deliverables without cause.
- Delaying review of invoices and approval of payments without cause.
- Interfering with or hindering performance.

Therefore, City personnel should be vigilant in avoiding such claims. To prevent claims of constructive change by the vendor, personnel interacting with the vendor should remind the vendor from time to time during the period of performance that the vendor is NOT allowed to initiate or accept any change to the contract unless the change has been processed through the proper written change order procedure in accordance with the contract. Contact the Procurement Office and City Attorney immediately if a vendor makes such claims.

CONTRACT DISPUTE RESOLUTION PROCEDURES (NON-CONSTRUCTION)

Purpose

The purpose of this section is to provide a cooperative dispute resolution process for contract related disputes with vendors. This procedure is intended to complement other requirements imposed by the contract, which is the subject of the dispute and is not intended to create duties or obligations not otherwise imposed by law or the contract. The parties remain responsible for performance of all obligations imposed under the contract. At all times during the time that any dispute is pending and in the process of being resolved or decided, the vendor shall proceed diligently with performance so as to achieve completion of the work.

Conflict with Contract

If the contract provides for a dispute resolution procedure, or if any terms of this dispute resolution procedure are inconsistent with or conflict with terms of the contract, the contract shall take precedence.

Payment Only Disputes

Pursuant to 218.76 (2)(a) Florida Statutes, if a dispute arises between a vendor and the City concerning payment of a payment request or invoice, the dispute resolution process set forth below must be commenced within 45 days after the date the payment request or proper invoice was received by the City, and concluded by final decision of the City within 60 days after the date the payment request or proper invoice was received by the City. The dispute shall be finally determined by the City pursuant to the following procedure:

Notice of Claim

In the event of a claim or dispute involving a vendor contract ("Contract Claim"), that party bringing the Contract Claim ("Invoking Party") shall provide written notice of the dispute in accordance with the Notice provision of the Contract ("Dispute Notice") to the attention of the non-Invoking Party. Dispute Notices shall be given as early as reasonably possible but in no event later than the time allowed in the Contract.

Dispute Process and Escalation

Upon issuance of a Dispute Notice, the vendor's Project Manager and the City's Project Manager, or their designated representatives, shall furnish to each other all information and documentation requested by the other party and shall also furnish all information and documentation with respect to the Contract Claim believed by them to be appropriate and germane. The Project Managers shall exercise their best efforts to negotiate and promptly settle the Contract Claim. The Project Managers shall use reasonable efforts to arrange personal meetings and telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution. If such dispute is not resolved by the Project Managers or their designated representatives within ten (10) business days of issuance of the Dispute Notice, or such other time as may be mutually agreed upon by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the Contract Claim to successive management levels.

Mediation

At any point after the issuance of a Dispute Notice coupled with a good faith attempt by the Invoking Party to resolve the dispute in accordance with this cooperative dispute resolution process, the Invoking Party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation of an issue arising under this Agreement. The mediator's fee will be split between the parties.

SUSPENSION AND DEBARMENT

The City Manager, or their designee, shall have the authority to suspend or debar any person or entity from participating in City procurements when it is determined to be in the best interest of the City. Suspension or debarment may apply to a vendor, contractor, subcontractor, consultant, or any other party seeking to do business with the City ("Vendor").

Causes for Suspension

A vendor may be suspended for a period not to exceed two (2) years as determined by the City Manager upon adequate evidence of any of the following:

- Vendor defaults or fails to perform in accordance with the terms, conditions, and/or specifications of a solicitation or contract with the City.
- The vendor is charged by information or indictment for fraud, theft, embezzlement, bribery, falsification or destruction of records, making false statements, receiving stolen property, or any other offense indicating a lack of business integrity or honesty. If the charges are dismissed or the vendors is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final disposition provided to the City by the vendor.
- The vendor is charged by information or indictment with the commission of a criminal offense in connection with obtaining or attempting to obtain a public or private contract or subcontract or in the performance of a public or private contract or subcontract.
- Violation of any federal, state, or local law, regulation, or ordinance related to the submission of bids or performance of public contracts.
- The vendor violates the ethical standards set forth in local, state, or federal law.
- Collusion with another vendor or contractor in the submission of a bid or proposal.
- The vendor commits any fraud or misrepresentation in connection with a vendor registration, Affidavit Designation, solicitation, or contract with the City
- The vendor becomes insolvent, has proceedings in bankruptcy instituted against it, compounds its debts, or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.
- A record of unsatisfactory performance on one (1) or more contracts with the City.
- Debarment or suspension by any other governmental entity.
- Failure to pay taxes, fees, or other financial obligations owed to the City.
- Any other cause so serious or compelling as to affect the present responsibility of the vendor or contractor.

Suspension

- The City Manager, or designee, may suspend a vendor or contractor pending the completion of an investigation when there is probable cause to believe that grounds for suspension exist.
- Suspension shall be for a temporary period not to exceed two (2) years unless extended for good cause.
- A suspended vendor or contractor shall not be eligible to submit bids, proposals, or quotes, or be awarded a City contract during the period of suspension unless the City determines there is a compelling reason to

do so.

Permanent Debarment

- Default or failure to fully comply with the conditions, specifications, drawings or terms of a solicitation or contract with the City.
- Conviction in a court of competent jurisdiction for commission of those offenses stated in paragraphs 2 and 3 of subsection B of this Section, in connection with the vendor's commercial enterprise. If the conviction is reversed through the appellate process, the debarment shall be removed upon written notification and proof of final court disposition from vendor to the City.
- A debarred vendor or contractor shall be excluded from participating in City procurements for the duration of the debarment.

Notice

The City shall provide written notice via certified mail to the vendor or contractor of the proposed suspension or debarment. The notice shall include:

- The reasons for the proposed action;
- The effective date of the action;
- The duration of the suspension or proposed debarment; and
- The vendor's right to respond or dispute the suspension or debarment.

Opportunity to Respond

- If the vendor or contractor disagrees with the suspension or debarment, they shall have seven (7) business days from the date of receipt of notice to rebut the suspension or debarment.
- Written notification must be sent to the City's Contract and Procurement Division outlining the points of disagreement.
- The City Manager will review the vendor's rebuttal, and a finding will be sent to the vendor either upholding or denying the suspension/debarment.
- If the vendor does not dispute the suspension or the debarment within the seven (7) days period, the suspension or debarment will be deemed acknowledged and the vendors waives its rebuttal rights.

Decision

After reviewing the information provided, the City Manager or designee shall issue a written determination affirming, modifying, or rescinding the suspension or debarment.

Effect of Suspension or Debarment

Unless determined by the City Manager or designee for compelling reasons:

- The City shall not solicit bids, proposals, or quotes from a suspended or debarred vendor.
- The City shall not award contracts to a suspended or debarred vendor.
- Existing contracts may continue if termination is not in the best interest of the City.

Federal Compliance. When federal funds are involved, the City shall comply with applicable federal suspension and debarment requirements and shall verify vendor eligibility through the System for Award Management (SAM.gov) Exclusions List prior to contract award.

DISPOSAL OF SURPLUS PROPERTY

Disposal of Surplus Property shall be in accordance with Section 274.05 Florida Statutes.

City owned personal property is considered "surplus" when:

- it is obsolete,
- the continued use of it is uneconomical or inefficient, or
- it serves no useful function

Surplus personal property may be disposed of by trade, sealed bid, donated, or sold at public auction depending on the item,

its value, or other factors all as may be in accordance with law and City policy. If the surplus property is determined to be only of scrap value or have no commercial value, City staff are authorized sell the surplus property as scrap if possible or dispose in any other appropriate manner. City Council approval must be sought for disposal of surplus property that has commercial value, unless the property is disposed by public auction or redistributed to another City department.

Once a determination regarding how to dispose is made, the responsible designee within the Public Works Department executes the disposal of surplus personal property.

GRANTS

Purchases from grant funds may require special processing because of specific legal terms and conditions required by the grant funding agency. Departments shall advise Procurement Office staff when grant funding is applicable to a particular sourcing project and shall provide Procurement Office staff with those terms and conditions of the grant agreement that set forth requirements related to procuring goods and/or services using grant funding. In accordance with the City of Palm Coast Grant Policy, the Department Project Manager shall include Procurement Office staff in the Post-Award meeting to ensure that grant requirements are addressed. Such grants include but are not limited to FEMA reimbursement, Federal Community Development Block Grants (CDBG) and Florida Department of Transportation (FDOT) funded projects.

PUBLIC PRIVATE PARTNERSHIPS

A Public-Private Partnership (P3) is a contractual arrangement between a public agency and a private sector entity that allows for greater private sector participation in the delivery and financing of public building and infrastructure projects.

The City Manager may establish a reasonable application fee for the submission of unsolicited P3 proposals. If the initial application fee does not cover the City's costs to evaluate the unsolicited proposal, the City Manager may request in writing the additional amounts required. The private entity must pay the requested additional amounts within 30 days after receipt of the noticed request. The City may stop its review of the unsolicited proposal if the private entity fails to pay the additional amounts. If the City does not evaluate the unsolicited proposal, the City must return the application fee.

The City Manager or designee shall have the authority to decide whether to evaluate any unsolicited proposals. Should the City Manager or designee decide not to evaluate the unsolicited proposal, the City shall return the evaluation fee.

The City Manager or designee shall have the authority to solicit proposals from other parties in accordance with Section 255.065 Florida Statutes for the same or similar P3 concept of any unsolicited proposal, whether or not the unsolicited proposal has been evaluated.

BID PROTEST POLICY AND PROCEDURES

The purpose of this Bid Protest Policy and Procedures is to establish a clear, fair, and uniform process for the submission, review, and resolution of bid protests. This policy is intended to ensure transparency, protect the integrity of the competitive procurement process, and provide due process to all respondents.

Definitions

- a. **Bid Protest:** A written objection by an actual prospective bidder or proposer alleging a violation of law, ordinance, policy, or solicitation terms in connection with a solicitation, evaluation, or intended award.
- b. **Protestor:** The bidder or proposer submitting the bid protest.
- c. **Bid Protest Bond:** A certified check, cashier's check, or money order submitted to the City Manager, along with the appeal of the Deputy City Manager or designee's protest determination.
- d. **Procurement Officer:** The individual designated by the City to oversee procurement activities.
- e. **Business Day:** Any day the City's administrative offices are open for business, excluding weekends and holidays.

Authority

This policy is adopted pursuant to Chapter 2, Article 1, Division 3. Purchases and Contractual Services of the City's Code of

Ordinances under applicable state and local laws, ordinances, and administrative rules. In the event of a conflict between this policy and governing law, the governing law shall control.

Applicability

This policy applies to all competitive solicitations issued by the City, including Invitations to Bid (ITBs), Requests for Proposals (RFPs), Requests for Statement of Qualifications (RFSQs) and similar competitive procurement processes.

Grounds for Protest

A bid protest may be filed only on the following grounds:

- A material violation of applicable procurement law, ordinance, or policy;
- A material deviation from the solicitation requirements;
- An error in the evaluation or scoring process that materially affected the outcome; or
- An improper or unlawful award decision.

Disagreements with the City's judgments, preferences, or discretionary decisions that are otherwise lawful do not constitute valid grounds for protest.

Intent to Award and Award Protest Procedures

Intent to Award Protest Procedure

In any case where a bidder wishes to protest the results of intended disposition of any bid, the following action is required:

- 1) The bidder must file a written protest to the Deputy City Manager or designee explaining in detail the nature of the protest and the grounds on which it is based. This protest must be received by the Deputy City Manager or designee no later than three (3) business days after the City's notice of intent to award.

The formal written protest shall include:

- The solicitation number and title;
- The name, address, and contact information of the bidder that is protesting;
- A detailed statement of the legal and factual grounds for the protest; and
- Copies of any supporting documentation.

Failure to timely submit a complete protest shall result in dismissal of the protest as non-responsive.

- 2) The Deputy City Manager or designee shall respond in writing to the written protest in a timely manner, determine whether the protest is with or without merit, and revise the administrative decision or recommendation, if necessary.

In any case where a bidder wishes to appeal the Deputy City Manager or designee's protest determination, the following action is required:

- The bidder must file a written appeal to the City Manager explaining in detail the nature of the appeal and the grounds on which it is based. This written appeal must be received by the City Manager no later than three (3) business days after the Deputy City Manager or designee's written protest determination. Each written appeal must be accompanied by a bid protest appeal bond in the form of a certified check, cashier's check, or money order made payable to the City of Palm Coast, in the amount not less than five percent (5%) of the lowest responsive bid and in an amount to secure any City damages or costs arising from the appeal, to be determined by the Deputy City Manager or designee. In the case of RFSQ where there is no bid amount, the bond amount shall be an amount to be determined by the Deputy City Manager, however, in an amount no less than \$10,000.00.

- Upon timely receipt of the formal written appeal and bid protest appeal bond, the City Manager shall respond in writing to the written appeal, determine whether the appeal is with or without merit, and revise the administrative decision or recommendation, if necessary.

In any case where a bidder wishes to appeal the determination by the City Manager, the following action is required:

- The bidder must file a written appeal to City Council, addressed to the City Clerk, explaining in detail the nature of the appeal and the grounds on which it is based. This notice must be received by the City Clerk no later than three (3) business days after the date of the City Manager's written response.
- The City Clerk shall schedule the bid protest appeal to be heard at an upcoming City Council meeting and provide all relevant documents in the agenda package.
- The bidder must attend the scheduled City Council meeting. City staff and the bidder will be provided with an opportunity to present evidence related to the bid protest appeal.
- At the scheduled City Council meeting, City Council will determine whether the appeal is with or without merit, and revise the administrative decisions or recommendations, if necessary.

Upon receipt by the Deputy City Manager or designee of the written protest to the City's notice of intent to award, the final bid award shall be delayed until the entirety of the protest procedure, as herein described, has been completed.

The bid protest bond shall be forfeited to the City if one of the following occurs:

- The bid protest appeal is determined to be without merit or non-valid by the City Manager and no further appeal is filed;
- The bid protest appeal is determined to be without merit or non-valid by the City Council, or
- The bidder who filed the appeal did not attend the scheduled City Council meeting and/or Hearing Officer meeting.

Award Protest Procedure

Should the City Council make an award to a bidder, other than the bidder selected in the notice of intent to award, the only bidder with the right to protest the award and file a written appeal is the selected bidder identified in the notice of intent to award. A City Council decision not to make an award to any bidder is not appealable. Each written appeal must be accompanied by a bid protest appeal bond in the form of a certified check, cashier's check, or money order made payable to the City of Palm Coast, in an amount no less than five percent (5%) of the lowest responsive bid and in an amount to secure any City damages or costs arising from the appeal, to be determined by the Deputy City Manager or designee. In the case of an RFSQ where there is no bid amount, the bond amount shall be an amount to be determined by the Deputy City Manager, however, in an amount no less than \$10,000. The following action is required to protest an award:

The bidder must file a written appeal to City Council, addressed to the City Clerk, explaining in detail the nature of the appeal and the grounds upon which it is based. This notice must be received by the City Clerk no later than three (3) business days after the date of the City Council's award. At that time, the final bid award shall be delayed until the protest procedure, as herein described, has been completed. Unless City Council decides to otherwise move forward with the award.

- The City Clerk shall schedule the bid protest appeal to be heard at an upcoming City Council meeting and provide all relevant documents in the agenda package.
- The protesting bidder must attend the scheduled City Council meeting. City staff and the bidder will be provided with an opportunity to present their position on the bid protest and evidence to the City Council.
- At the scheduled City Council meeting, City Council shall determine whether the appeal is with or without merit, and revise their prior decision, if necessary, or City Council may, at its discretion, order that the appeal be heard by a Hearing Officer, pursuant to Chapter 2, Article III, Division 3 of the City's Code of Ordinances.
- If the City Council refers the appeal to a Hearing Officer, the protesting bidder must attend the Hearing Officer hearing. City staff and the bidder will be provided with an opportunity to present their position on

the bid protest appeal and provide a recommendation to the City Council as to whether or not the City Council should revise its prior decision.

- The City Council shall have final decision-making authority on all award protest appeals.

The bid protest bond shall be forfeited to the City if one of the following occurs:

- The bid protest appeal is determined to be without merit or non-valid by the City Manager and no further appeal is filed;
- The bid protest appeal is determined to be without merit or non-valid by the City Council; or
- The bidder who filed the appeal did not attend the scheduled City Council meeting and/or Hearing Officer meeting.

Bid Protest Procedure

In any case where a bidder wishes to appeal the Deputy City Manager or designee's protest determination, the appeal must be accompanied by a bid protest appeal bond. The bid protest appeal bond shall be:

- In the form of a certified check, cashier's check, or money order;
- Made payable to the City of Palm Coast;
- In the amount not less than five percent (5%) of the lowest responsive bid. In the case of Request for Statement of Qualifications where there is no bid amount, the bond amount shall be an amount to be determined by the Deputy City Manager, however, in an amount no less than \$10,000.00; and
- Submitted at the time the formal written protest is filed.

Receipt and Handling

Upon receipt:

- The City Clerk shall date-stamp the bid protest and the accompanying bid protest bond; and
- The bid protest bond shall be immediately forwarded to the Finance Department for secure holding and shall not be deposited unless required under this policy.

Disposition of the Bid Protest Bond

1) Protest Upheld (Bid Protestor Prevails)

If the bid protest is upheld in whole or in part:

- The bid protest bond shall be returned to the protestor;
- Protestor shall fill out the Bid Protest Bond Pickup Acknowledgement Form;
- No portion of the bond shall be retained or deposited by the City; and
- The return shall occur within a reasonable administrative timeframe following the decision.

2) Protest Denied (Bid Protestor Does Not Prevail)

If the bid protest is denied:

- The bid protest bond may be forfeited to the City, to the extent permitted by law;
- The forfeited amount may be deposited and applied to offset the City's reasonable administrative, legal, and review costs associated with the protest; and
- Any unused portion, if required by law or policy, shall be returned to the protestor.

3) Withdrawal of Protest

If the protestor withdraws the protest prior to a final decision:

- The bid protest bond shall be returned to the protestor, provided no substantial costs have been incurred, unless otherwise required by law;
- Protestor shall fill out the Bid Protest Bond Pickup Acknowledgement Form at the time of bid protest bond pickup; and

- If substantial costs have been incurred, the City may retain all or a portion of the bond, as permitted by law, to cover such costs.

4) Documentation

All actions related to the receipt, holding, forfeiture, deposit, or return of the bid protest bond shall be fully documented and retained.

Finality of Decision

The City's written decision shall constitute final administrative action, subject only to such judicial review as may be permitted by the law.

No Waiver

Failure by the City to strictly enforce any provision of this policy shall not constitute a waiver of the City's right to enforce the policy in future protests.

Local Business Preference

Except as provided in Chapter 2, Article 1, Division 3, or as may be exempted by applicable State or Federal law, a local business preference shall apply to all purchases or acquisitions of products, materials and services of the City of Palm Coast.

- 1) Local Business Preference applies to persons, firms, and/or corporations residing or located in the City of Palm Coast, which meet the established criteria, set forth below. In all quotes and formal solicitations covered in Section 2-24 of Chapter 2, Article 1, Division 3, qualified Palm Coast persons, firms, and/or corporations shall receive a local business preference. The Local Business Preference as set forth herein shall apply and shall result in the otherwise qualified local Palm Coast business being awarded the contract, at the amount of the submitted quote or bid, if the local Palm Coast vendor's quote or bid is the next lowest bid and the bid amount is within the applicable percentage of the lowest bid submitted by a non-local business, as set forth herein.
- 2) If the Local Business Preference does not result in the Palm Coast business being awarded the contract, then the Local Business Preference applies to persons, firms, and/or corporations residing or located in Flagler County, which meet the established criteria, set forth below. In all quotes and formal solicitations covered in Section 2-24 of Chapter 2, Article 1, Division 3, qualified persons, firms, and/or corporations shall receive a local business preference. The Local Business Preference as set forth herein shall apply and shall result in the otherwise qualified Flagler County business being awarded the contract, at the amount of the submitted quote or bid, if the local vendor's quote or bid is the next lowest bid and the bid amount is within the applicable percentage of the lowest bid submitted by a non-local business, as set forth herein.
- 3) Local Business Preference Amounts and Limit are as follows:
 - Five percent (5%) of the net quote or bid price up to \$200,000.00 as referenced on the quote tabulation or bid price schedule.
 - Three percent (3%) of the net bid price above \$200,000.00 as referenced on the bid price schedule.
 - The total local business preference shall be limited to \$20,000.00 for each quote or project.

Example: Local Business Bid of \$250,000 would be provided a Local Business Preference of \$11,500.00. $((5\% \times \$200,000.00) + (3\% \times \$50,000.00))$

- 1) To qualify as a Palm Coast person, firm and/or corporation, a vendor must have its headquarters, manufacturing facility, or locally-owned franchise located in, or having a street address within, the legal boundaries of the City of Palm Coast for at least one (1) year immediately prior to the request for a quote or formal bid solicitation (Post office boxes do not qualify as a verifiable business address).
- 2) To qualify as a Flagler County person, firm and/or corporation, a vendor must have its headquarters, manufacturing facility, or locally-owned franchise located in, or having a street address within, the legal boundaries of Flagler County for at least one (1) year immediately prior to the request for a quote or formal bid solicitation (Post office boxes do not qualify as a verifiable business address).

- 3) Local Business Preference shall not apply to:
 - Purchases that are funded in whole or part by assistance from any federal, state, or local agency that disallows local preference;
 - Purchases exempt from obtaining quotes or soliciting formal proposals or bids as described in Sec. 2-25. – Exemptions to Quotes and Formal Solicitations.
- 4) The local business preference established in this section does not prohibit the right of the City Council or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.
- 5) Application of local businesses preference to a particular purchase, contract, or category of contracts for which the City Council is the awarding authority may be waived upon written justification and recommendation by the City Manager and approval of the City Council.
- 6) The local business preference established in this section does not prohibit the City Council, or other authorized purchasing authority, from giving any other preference permitted by law in addition to the local business preference.

Certificate Of Completion

Envelope Id: 7D21443E-C7D3-8DFB-8145-A15535C5A59F

Status: Completed

Subject: Procurement Policy and Procedures

Source Envelope:

Document Pages: 27

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Nathalie Garcia

AutoNav: Enabled

160 Lake Avenue

Envelopeld Stamping: Enabled

Palm Coast, FL 32164

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

NGarcia@palmcoastgov.com

IP Address: 204.145.118.4

Record Tracking

Status: Original

Holder: Nathalie Garcia

Location: DocuSign

9/11/2026 11:52:12 AM

NGarcia@palmcoastgov.com

Signer Events

Mike McGlothlin

MMcGlothlin@palmcoastgov.com

City Manager

City of Palm Coast

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

Mike McGlothlin

D7DF1A254975438...

Signature Adoption: Pre-selected Style
Using IP Address: 204.145.118.4

Timestamp

Sent: 9/11/2026 11:55:48 AM

Viewed: 9/11/2026 1:25:34 PM

Signed: 9/11/2026 1:25:48 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Gwen Ragsdale

gragsdale@palmcoastgov.com

Budget & Procurement Manager

City of Palm Coast

Security Level: Email, Account Authentication
(None)

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Sent: 9/11/2026 1:25:50 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Helena Alves

HAlves@palmcoastgov.com

Financial Services Director

Security Level: Email, Account Authentication
(None)

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Sent: 9/11/2026 1:25:50 PM

Electronic Record and Signature Disclosure:

Accepted: 9/11/2026 9:46:02 AM

ID: 594a71be-3819-4f05-b16b-897447fe2ff8

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	9/11/2026 12:04:37 PM
Certified Delivered	Security Checked	9/11/2026 1:25:34 PM
Signing Complete	Security Checked	9/11/2026 1:25:48 PM
Completed	Security Checked	9/11/2026 1:25:50 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact City of Palm Coast:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: rconceicao@palmcoastgov.com

To advise City of Palm Coast of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at rconceicao@palmcoastgov.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to rconceicao@palmcoastgov.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Palm Coast

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to rconceicao@palmcoastgov.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Palm Coast as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Palm Coast during the course of my relationship with you.