

RESOLUTION NO. 2025-147

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA; AMENDING THE PURCHASING POLICY MANUAL; SUPERSEDING RESOLUTIONS ON THE SAME SUBJECT; PROVIDING FOR CONFLICTS, SEVERABILITY, PROVIDING FOR SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, the City of Deltona adopted its current Purchasing Policy Manual on March 3, 2025, by Resolution 2025-29; and

WHEREAS, the City Commission desires to enact an amended and restated Purchasing Policy Manual in order to facilitate efficient and expeditious purchasing of goods and services while maintaining compliance with applicable laws, regulations, and ordinances; and

WHEREAS, the revision of these rules and procedures is in the best interest of the City; and

WHEREAS, this Resolution shall supersede and replace all previous Resolutions regarding the Purchasing Policy Manual.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA:

Section 1. Recital Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. Purchasing Policy Manual. The City of Deltona hereby adopts the Purchasing Policy Manual attached hereto as Exhibit "A".

Section 3. Conflicts. That all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict. This Resolution shall supersede all prior Resolutions regarding the Purchasing Policy Manual.

Section 4. Severability. That the provisions of the Purchasing Policy Manual are declared to be severable and if any section, sentence, clause or phrase therein shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases, but they shall remain in effect, it being the legislative intent that the Purchasing Policy Manual shall stand.

Section 5. Scrivener's Errors. That typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

Section 6. Effective Date. That this resolution shall take effect immediately upon its final adoption by the City Commission.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, THIS 22nd DAY OF September, 2025.

BY: 
Santiago Avila, Jr., MAYOR

ATTEST:


Joyce Raftery, CMC, MMC, CITY CLERK

Approved as to form and legality
for use and reliance of the City of
Deltona, Florida

Name	Yes	No
Avila-Vazquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Colwell	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Heriot	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Howington	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Nabich	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Santiago	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Avila	<input checked="" type="checkbox"/>	<input type="checkbox"/>


TG Law, PLLC, CITY ATTORNEY

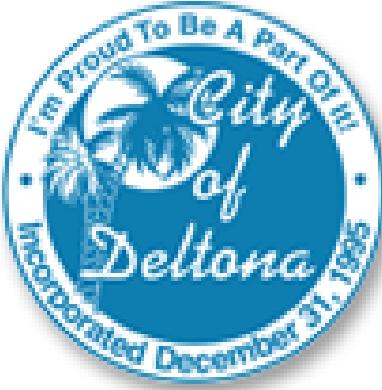


EXHIBIT "A"

PURCHASING POLICY

SEPTEMBER 22, 2025

RESOLUTION 2025-147

MISSION

The Purchasing Division strives to provide fair and equitable treatment by the City of all persons involved in public purchasing, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

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INTRODUCTION

The City Commission and City Manager recognize that open and fair competition is a basic tenet of public procurement. Competitive purchasing reduces the appearance and opportunity for favoritism and aims to award contracts in an equitable and economical manner, establishing public confidence in the purchasing process. In addition to fair and open competition, competitive procurement enables the City to acquire goods and services at the best available value by evaluating factors such as price, quality, design and workmanship.

The operation of City of Deltona government requires a tremendous diversity of skills, crafts, trades, and professions and covers a multitude of functions and services. By the very nature of its diversification of enterprises and the large scope of work covered, delegation of authority is necessary.

All personnel acting on behalf of the City are tasked to operate these many functions as efficiently and economically as possible. Therefore, it is necessary that everyone work together as a team to eliminate excess effort and waste for the efficient and effective operation of City government.

Procurement is a function that has a significant operational and financial impact on City government. The Purchasing Division is a service department that facilitates the procurement of materials, supplies, equipment, and professional, technical, and contractual services required for City operation. The Purchasing Division also has a control function to ensure compliance with laws, rules, and regulations concerning the purchase and disposal of goods and services and that all transactions are carried out under the highest ethical standards. The Purchasing Division also provides resources, research, and information on new products and services, as well as trends and opportunities.

Since all purchases are made with taxpayer dollars, there are many laws, rules, and regulations governing how procurement should be conducted in the City of Deltona. Many times, the source of the funding (federal, state, grants, etc.) dictates the rules to be followed.

This manual has been developed in accordance with such regulations to serve as a framework for well-informed decisions. Due to the diversity of needs and requirements and differing rules and regulations governing each type of purchase, not all possibilities can be addressed in this manual. Its purpose is to point out the duties and responsibilities of those involved in the procurement function and to assist individuals in maintaining the City's reputation for fairness and integrity. The goal is to promote the City's best interests through intelligent action and fair dealing to obtain the maximum value for each dollar of expenditure.

Sunshine Law

Meetings of an evaluation committee who gather to evaluate bids, proposals or replies pursuant to competitive solicitations in order to evaluate and rank such responses are subject to the Florida's Sunshine Law, s. 286.011, F.S. which imposes three basic

requirements:

- 1) meeting must be open to the public;
- 2) reasonable notice of such meetings must be given; and
- 3) minutes of the meetings must be taken and promptly recorded.

However, s. 286.0113(2)(b)1. and 2., F.S., provide that any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation, is *exempt* from the Sunshine Law. In addition, any portion of a team meeting at which negotiation strategies are discussed is also exempt. A complete recording must be made of the exempt meeting; no portion of the exempt meeting may be held off the record.

Public Records

The City is governed by the Florida Public Records Act, codified at Chapter 119 of the Florida Statutes. Documents and correspondence concerning any purchasing matter are public record and are generally available for public inspection, unless a statutory exemption applies. Employees fielding public records requests related to purchasing shall notify the City Clerk's Office and provide the status of said procurement and the applicability of any exemptions discussed below.

Exemptions from Public Records

The most common exemption applicable to public records related to purchasing is found in s. 119.071(1)(b)2., F.S., which exempts sealed bids, proposals, or replies received pursuant to a competitive solicitation from release until the City provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. If the City rejects all bids, proposals, or replies submitted in response to a competitive solicitation and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt until the City provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. However, under no circumstance may a bid, proposal, or reply be held exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

Likewise, the recording and any records presented at an exempt meeting are exempt from public disclosure until the City provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier (see s. 286.0113(2)(c)1. and 2.).

Financial statements submitted to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt pursuant to s. 119.071(1)(c)F.S. Proprietary business information and/or trade secrets (as defined by s. 812.081(1)(f), F.S.) submitted to the City are confidential and exempt from disclosure pursuant to s. 815.045, F.S. The vendor submitting said confidential information has a duty to identify such information as confidential in its transmittal. The City shall include a form in each submittal to be filled out by each vendor submitting a bid, proposal or reply, which allows the vendor to identify what portion(s) of its proposal, if any, are considered proprietary business information or trade secrets.

Ethics

Public employment is a public trust. Public employees must discharge their duties impartially to ensure fair competitive access to governmental Purchasing by responsible Contractors. Employees should conduct themselves in such a manner as to foster public confidence in the integrity of the City's Purchasing process. Failure of a City employee to adhere to this Purchasing Policy or the Purchasing procedures as established by the City Manager shall constitute insubordination and shall subject that employee to disciplinary action, up to and including termination, pursuant to the Personnel Policies and Procedures, of the Administrative Policy. If there is any question regarding ethical conduct or action, please contact the Purchasing or City Attorney's Office before any action is taken.

Conflict of Interest

A conflict of interest is any circumstance in which the personal interest of a committee member may prevent or appear to prevent the member from making an unbiased decision with respect to the matter. A conflict of interest is also any conflict as defined in City Code, Florida Statute, or Federal

Regulation. The provisions of Florida Statutes, 112. apply regarding conflict of interest. Any violation of these provisions by a City employee may be grounds for disciplinary action.

PURCHASING THRESHOLDS

Only authorized persons may make purchases, obligate the city, or sign contracts involving the expenditure of City funds. Any contract executed by an elected official, officer or employee shall be considered null and void and will not be honored. Employees who enter into contracts or agreements that are not consistent with this manual or otherwise make unauthorized purchases shall be subject to disciplinary action as well as civil and criminal liability.

Purchases must not be subdivided to avoid purchasing thresholds set forth herein. Separate purchases from the same supplier or contractor by different departments for different purposes are not considered subdivided purchases. However, such purchases will be reported to City Commission on a quarterly basis or as soon as practicable and will follow the procurement guidelines outlined in the Purchasing Manual. In determining the purchasing threshold, consider not only the immediate transaction, but the purchasing needs for that good or service on a City-wide basis.

The City Manager and staff are charged with the responsibility to use City funds only as authorized by the City Commission and as set forth in the City Budget. The City Manager or in their absence the appointed designee is authorized to purchase all goods and services in any amount if approved by the City Commission during the budget process.

Small Purchases – up to \$5,000.00

Purchases up to \$5,000.00 are purchased on the open market if the quoted price appears fair and reasonable. The City Manager may choose the selected supplier(s) or

contractor(s) based on the best interests of the City. Employees are encouraged to use a City-issued pCard for all small purchases.

Formal Written Quotes - \$5,000.01 to \$100,000.00

Requests for purchases between \$5,000.01 and \$100,000.00 require a minimum of three (3) written quotes. The department initiating the purchase is responsible for reviewing the responses and selecting the lowest and best responsive and responsible quote received.

Purchase Amount for Goods and/or Services	Authorized Approver(s)
\$0 - \$5,000	City Manager or designated Dept. Head
\$5,000 - \$75,000	City Manager*~
Up to \$50,000 for outside legal services	City Attorney
\$150,000.01 and up	City Commission

*City Manager or in their absence the appointed designee is authorized to approve any exempt purchase (including those more than \$75,000).

~If there are purchases in conflict with the City Manager Authority, the Deputy City Manager and Finance Director with the concurrence of the City Attorney, may approve the purchase of the goods or services.

Formal Competitive Solicitation – Greater than \$100,000.00

Purchases greater than \$100,000.00 require a formal, sealed solicitation prepared by the Purchasing Division. See the Competitive Solicitation section of this document.

If purchases are to be made utilizing funding sources other than the City of Deltona, including but not limited to state or federal funds, the purchase must follow the guidelines required by the funding agency provided they are not less stringent than those provided within this Policy.

EXEMPTIONS FROM COMPETITION

Exempt Goods and Services¹

Purchases exceeding \$75,000.00 require approval by City of Commission except for goods and services that do not lend themselves to the normal competitive bidding process and for which the City Manager has approved waiving the formal bidding requirements. This allows for certain goods and/or services to be exempt from the formal solicitation requirement and purchases thereof to be approved by the City Manager in any amount, if budgeted.

(a) Procurement of goods and services. The City Manager shall be responsible for the procurement of supplies, materials, equipment and services paid for from City funds. The departments and/or offices shall purchase their goods and services through the division of purchasing, which is the City's official purchasing agency. All purchases shall comply with local, state and federal laws, rules regulations and policies, as applicable. No contract or purchase shall be subdivided to avoid the requirement of

this article.

(b) Exempt purchases: The following goods and/or services are hereby exempt from the formal solicitation requirement and purchases thereof may be approved by the City Manager if approved by the City Commission as part of the budget process.

- (1) Artistic services
- (2) Advertising (including, but not limited to newspapers, radio, television, public notice etc.)
- (3) Commodities or contractual services that are competitively bid and awarded by other governmental agencies (including GSA) or cooperatives using the same terms and conditions, and prices (or below such prices) and is considered economically advantageous to the City.
- (4) Communications service (i.e. cable, wireless services, cellular service, internet, etc.)
- (5) Consultant services other than those regulated by F.S. 287.055
- (6) Copyrighted materials
- (7) Dues, memberships, license fee, and subscriptions for trade or professional organizations.
- (8) Financial Services
- (9) Intergovernmental (cooperative) pricing agreements
- (10) Medical or health services related to employments with the City
- (11) Insurance, including, but not limited to liability, property, medical, and workers' compensation or claims expenditures.
- (12) IT software and related/associated hardware (for compatibility with existing hardware/software).
- (13) IT software license renewals and maintenance.
- (14) Legal services including, but not limited to attorneys, paralegals, expert witnesses, interpreters, translation services, mediators, arbitrators, magistrates and court reporters.
- (15) Permit fees.
- (16) Postage and other delivery services
- (17) Sole/single source of goods or services
- (18) Standardized equipment and annual maintenance, repairs, and support costs thereof.
- (19) Temporary works
- (20) Title services, including, but not limited to title searches, title commitments, ownership and encumbrance reports, and closing services.
- (21) Used or pre-owned equipment, supplies, and vehicles, including but not limited to supplies, equipment, and vehicles purchased or sole at public auction.
- (22) Utilities.
- (23) Workshops, continuing education, and seminars-costs associated with registration, attendance, and training, authorized hospitality expenses, fees and costs of job-related travel as authorized by City budget.
- (24) Purchases or services of a specialized nature i.e.: tax assessment analysis, FEMA, SHIP and CDBG for residential and commercial items as part of the

adopted plan.
(25) Contract employment

Sole Source / Standardization

Sole source, or standardization purchases are exempt from competitive solicitation requirements, however, all sole source/standardization requisitions exceeding \$5,000 in value shall be electronically advertised for a period of at least seven (7) business days.

Sole Source is an item or service available from only one supplier.

In this case, the requesting department must obtain a letter from the supplier on their company letterhead stating they are the sole supplier of the item or service. The letter and the completed *Sole Source/Standardization Procurement Request Form* shall be submitted to the Purchasing Division for review.

Standardization is the process of examining characteristics and needs for items of similar end usage and developing a single specification that will satisfy the need for most or all purchases for that purpose.

For the initial purchase of a **Standardized** product, the Purchasing Division will determine the validity of the request based on information provided on the '**Sole Source/Standardization Procurement Request Form**'. When standardization is determined to be valid, the purchase of materials, supplies and equipment that are compatible to existing equipment will be an acceptable justification for waiver of bidding procedures, provided the item meets the other criteria within the definition of a sole source item (i.e., available from only one source and only item that will produce the desired results). Once a standardized purchase is approved, subsequent purchases of related parts or modifications to the item will not require a sole source posting.

Emergency Purchasing

Emergency purchases are for goods and/or services necessary due to certain emergency conditions.

"Emergency" is defined as an unplanned or unexpected event that requires immediate action to prevent or remedy a service outage; or to prevent or remedy a situation that presents an immediate danger to human life, health or safety or a significant loss or damage to property, and where failure to take immediate action would enhance the risk of loss or prolong the delay in restoring service to customers. Routine repairs and planned refurbishment do not constitute emergencies.

The City Manager may acquire or contract for non-real property, goods, or services required in contemplation of, preparation for, or during an emergency. Emergency acquisitions of non-real property, goods, or services where the city's expenditure is estimated to exceed \$100,000.00 shall be subject to ratification by the City of Commission at the next regularly scheduled meeting or as soon as practicable. The requesting department shall state the reason for the emergency purchase and what caused the

emergency, including a statement of financial or operational damage or risk that will occur if needs are not satisfied immediately. Once a determination has been made, the city may procure commodities or contractual services needed. However, if time prevails, pricing should be obtained from more than one supplier and must be documented with the purchase request, unless the City determines that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the city.

Capital equipment and vehicles that have a long-lead time identified as part of the vehicle / equipment replacement plan shall be deemed an emergency purchase as the failure to secure these replacements, could affect the health or safety or be a significant loss to property. These capital equipment and vehicles must have been brought before the Commission as part of the budget process to include workshops.

PURCHASING METHODS

The Purchasing Division should be consulted to determine the best purchasing method, to verify whether the City has existing contracts, and to determine if the purchase is exempt from competitive purchasing requirements. In addition to the Purchasing Methods listed below, the City may utilize any other purchasing method permitted by Florida Statutes.

Purchasing Card (pCard)

PCards may be used for small dollar purchases which do not exceed a total expenditure of a single purchase limit of \$5,000 per transaction within Finance Department guidelines as approved by the City Manager. Based on Departmental needs, higher single transaction limits may be approved by the Finance Director with the concurrence of the City Manager. In most instances, this method of procurement is an alternate to traditional monthly purchase orders. In all instances, this card is to be used solely for Official City Business. PCards may not be used to otherwise circumvent the Purchasing Policy of the City.

PCards may be used for travel expenses in accordance with General Administrative Policy for Travel Expenses. Eligible charges consist of registration fees, airfare or other common carrier charges, rental cars, hotel expenses, and parking fees required by the hotel.

PCards may not be used for personal use. Failure to properly use the pCard within the guidelines set by the Purchasing Division will result in the suspension or revocation of pCard privileges for the employee and possible disciplinary action, up to and including termination.

The Finance Director may use a pCard as a payment tool for purchases of goods or services that are authorized by the City Manager or City of Commission.

Purchase Order

Most City purchases are made using a purchase order (PO). Requests for purchase

orders (requisitions) are made electronically through the financial accounting system. The purchase order method of procurement requires a valid supplier/contractor application prior to issuance.

Blanket Purchase Orders (BPO)

A blanket purchase order can be used when multiple orders will be made from one supplier or contractor throughout the year. A BPO establishes a maximum dollar limit to be spent with a specific supplier or contractor. Since the specific items to be purchased are usually unknown at the time of issuance, line-item pricing is not used.

Requisition Process

In order to initiate a purchase order, you must first submit a requisition. The Purchasing Division makes great effort to approve requisitions quickly. Departments should submit requisitions far enough in advance to allow sufficient time for proper approvals, order processing and delivery. All requisitions shall be submitted at least one (1) week before the purchase is needed. However, for purchases that are unusual, specialized in nature or high dollar, there may be additional time needed for review and approval prior to submitting a requisition, you must first identify the items to be purchased and their associated costs. When entering the requisition, you must include a description of the purchase, specific item names/numbers, quantities, amounts, delivery requirements, name of supplier/contractor, price, and other applicable terms and conditions related to the purchase. The department must submit a copy of each written quote with the requisition.

The requisition will pass through the electronic system gathering proper approvals along the way. Certain purchases require additional approvals, such as technology purchases. Once the requisition is approved, the Purchasing Division will issue a purchase order (PO). The PO is then sent to the supplier or contractor via email and the purchase can be made.

FORMAL COMPETITIVE SOLICITATIONS

The solicitation timeline varies based on the type and complexity of the solicitation as outlined below for each solicitation type. Additional time should be allotted for formal competitive solicitations other than ITBs. The timeline can be reduced by a department's willingness to prioritize solicitation meetings and by quickly resolving questions from the Purchasing Division. City Commission meeting schedules and agenda item deadlines must be adhered to and may increase the timeline for solicitations.

The Purchasing Division prepares a formal competitive solicitation upon request. Types of formal competitive solicitations include Invitation to Bid (ITB); Request for Proposals (RFP); Request for Statements of Qualifications (RFSQ); Request for Information (RFI); Invitation to Negotiate (ITN); and Request for Quote (RFQ). Definitions of each type and their respective processes are outlined below.

Invitation to Bid (ITB)

The Invitation to Bid is used for the purchase of commodities or services where the scope

can be specifically defined. The ITB defines the specific commodity or service to such a degree that cost is the only deciding factor to be considered between bid submissions. Generally, the ITB is awarded to the lowest and best responsible bidder(s) in accordance with the lowest and best bidder criteria below (Evaluation and Award). An ITB is typically used when off-the-shelf goods or standard services are widely available and will meet the City's desired needs. In addition, concerns about supplier or contractor qualifications can be easily addressed by a simple submittal with the bid, such as a copy of an occupational license, certification by the manufacturer that supplier or contractor is a trained/authorized provider, satisfactory references, etc. The ITB process typically takes approximately six to eight weeks.

Request for Proposal (RFP)

A Request for Proposal should be utilized for the purchase of goods and/or services when the specifications are clearly defined; however, various goods or services are available to meet those specifications. The RFP requires the supplier or contractor to "propose" a good or service to meet the general specifications or scope of work outlined in the RFP. The main difference between an ITB and an RFP is that an RFP is used when various solutions exist and when cost is not the only factor to consider in the award. If an RFP is the selected procurement method, the Purchasing Division must document, in writing, the reasons why an ITB is not practical. The RFP process typically takes approximately nine to twelve weeks.

Request for Qualifications (RFQ)

A Request for Qualifications (RFQ) is utilized for professional services such as architectural, engineering, landscape architecture, surveying, mapping, construction management and design/build services. Pricing for the services needed is neither requested or a criterion that is scored. An RFQ differs from an ITB and RFP in that, while the service specifications are clearly defined, the delivery of the services may be significantly affected by the qualifications, influence or position of the firm within the industry. The focus of the evaluation is on the quality and the level of services offered. An RFQ is typically governed by the Competitive Consultants Negotiation Act (CCNA) (s. 287.055, F.S.) which requires municipalities to select professional services based on qualifications, rather than on a "lowest bid" basis. This process typically takes approximately six to twelve weeks. See the Professional Services for Design and Construction section for additional information related to RFQs.

Invitation to Negotiate (ITN)

In cases where an ITB or an RFP are not practical and will not result in the best value to the City, the Purchasing Division may initiate an Invitation to Negotiate. The ITN is used to determine the best method for achieving a goal or solving a problem for the best value. This process may be utilized when specifications cannot be defined, or there are unknown areas, volatile markets, etc. and negotiations are key to receiving the best value. Typically, ITNs are used for non-standard or highly complex purchases and where there is limited availability of competition. The contract negotiation phase of the contract can be lengthy and the overall ITN process typically takes approximately twenty weeks or more.

Request for Quote

A Request for Quote (RFQ) is used when the cost of a purchase for goods or services is expected to fall between \$5,000 and \$100,000. The Purchasing Division may assist the using department with specifications and/or scope of work and the development of pricing. The RFQ can be solicited via email to potential respondents or depending on the nature and cost of the needed goods or services, the RFQ may be published on the online bidding platform to garner a greater number of quotes. The Purchasing Division may provide guidance regarding evaluating responses and recommending an award. Award is made to the responsive and responsible company that provides the lowest price.

ALTERNATIVE TYPES OF FORMAL COMPETITIVE SOLICITATIONS

Government and Cooperative Solicitations

At times, in lieu of conducting a City issued solicitation for a needed good or service, it may be advantageous for the City to seek a competitive solicitation that was formally competed by other entities such as the State of Florida Department of Management Services, Government Services Association (GSA), Florida Sheriffs' Association (FSA) or a Cooperative (Co-op) such as Sourcewell, Omnia, The Interlocal Purchasing System (T.I.P.S.), or BuyBoard.

Joint Solicitations

It may prove advantageous for the City and other government agencies to combine resources and issue a joint cooperative solicitation. The Purchasing Division should be approached with any such suggestions and will coordinate with other government agencies to explore cooperative purchasing possibilities.

Piggybacking

The City may purchase goods and/or services using other governmental contracts, i.e., school boards, cities, counties, colleges and state universities, and State of Florida agencies, as well as out-of-state governmental agencies, when such practice is advantageous to the City. The City Manager may authorize these purchases in any amount, if budgeted. This method of contracting is called "piggybacking" because the City essentially enters the same contract with the supplier or contractor under the same terms and conditions of the governmental entity that originally solicited the procurement.

State of Florida contracts and agreements are the most common form of piggybacking because they enable agencies to pool their buying power to lower total costs and reduce the administrative burden of the solicitation process. The State of Florida contracts should be reviewed prior to creating a City issued solicitation and should be used whenever practical. State of Florida contracts and agreements are maintained on the Florida Department of Management Services website:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreement

Prior to initiating a piggyback, the following conditions shall be met:

1. The department shall send to the Purchasing Division the solicitation and award documents for review and determination if the piggyback meets and or exceeds the department's needs and that the proper authority is provided in the solicitation document that allows other public entities to use the resulting contract.
2. The goods or services desired by the City must be the same as those specified in the other agency's solicitation.
3. The awarded supplier or contractor must "meet or beat" the awarded price.
4. The contract being piggybacked must be current and not expired.

Once the Purchasing Division has reviewed the solicitation and award and has conveyed to the department that it is an acceptable solicitation and contract to piggyback, it is the department's responsibility to check with Legal to see if a City issued Piggyback Agreement should be issued to the vendor:

1. Solicitation number
2. Solicitation document and any addenda issued
3. Bid Tabulation
4. Award documentation
5. Signed contract, or, in the alternative, the documents that make up the contract and demonstrate the approval and execution of said contract
6. Confirmation in writing from the agency that the contract is active and in good standing
7. If the contract is a percent discount on list price, a copy of the original manufacturer's list price is required
8. A quote or letter from the supplier or contractor agreeing to extend piggyback pricing and terms.

The Purchasing Division may solicit and award the purchase of any product or service with the stipulation that any other government agency may also purchase the awarded product or service at the same awarded price.

COMPETITIVE SOLICITATION PROCESS

Development of the Solicitation Documents

The requesting department will complete a Solicitation Request Form and send to Purchasing for review. When the Purchasing Division receives the request, a meeting is scheduled to review the request, requirements and specifications. The Purchasing Division is responsible for compiling the overall solicitation document.

Generally, the requesting department develops the specifications for goods or scope of work for services that will be included in the solicitation document. If needed, Purchasing can assist the department with specifications or scope of work development. The specifications of goods needed or scope of work for services required must be clearly defined and include sufficient detail to promote maximum and fair competition.

Specifications and Scopes of Work

The term, "specification" is generally used to describe a product. The terms "statement of work" or "scope of work" are generally used to describe a service.

A scope of work is a narrative description of the required work. It stipulates the deliverables or services required for fulfilling the contract, and it defines the tasks to be accomplished or services to be delivered in clear, concise, and meaningful terms.

The term "specification" describes the physical or functional characteristics or the nature of a product. It may include a requirement for inspecting, testing, or preparing goods or services for delivery. Specifications may be written as design specifications, performance specifications, or a combination of both. Design specifications define each detail and component that compose the entire project and are commonly used in the traditional design, bid, and build approach. Conversely, performance specifications define the desired results or desired output and are commonly used in brand name or equal descriptions.

The specifications/scopes of work are the foundation of the procurement process. They should be drafted with the objective of clearly describing functional and performance requirements. It is the responsibility of the requesting department to clearly understand its needs and requirements and to effectively communicate those needs to the Purchasing Division. The Purchasing Division will assist the requesting department in writing specifications and/or scopes of work for products or services, if requested.

In some cases, the City may enlist the help of outside agencies or consultants in drafting the specifications and/or scopes of work, however, at no time shall a department engage in accepting specifications written by a potential bidder or proposer of a commodity or service. If a supplier or contractor is used to develop a statement of work or specification, the supplier or contractor is prohibited from participating in the solicitation process.

The City purchases standard commercial products whenever practical. When developing specifications and/or scopes of work, acceptable commercial standards should be used and unique requirements should be avoided, to the extent practical. Specifications that list a brand name "or equal" description are intended to be descriptive and not restrictive, and to indicate the minimum quality and characteristics of the products that will be accepted. Proposals offering "equal" products will be considered for award if such products are clearly identified in the proposal and are determined by the requesting department and the Purchasing Division to fully meet or exceed the specifications. For approved equals, the burden of proof rests with the supplier or contractor, unless otherwise specified by the City. The City is the sole judge in determining quality and acceptability of products offered.

When buying goods or equipment, the department should consider the total costs of ownership and operation as well as the initial purchase price and define specifications of the item to be purchased with this analysis in mind.

An outside supplier or contractor may be contacted to review the preliminary specifications for minimum requirements, adequacy, clarity and potential limits to competition. This approach is used when the specifications are unusual in nature or are infrequently purchased by the City. An outside supplier or contractor engaged to assist with the creation of the solicitation's specifications or scope of work shall not be permitted to submit a bid or proposal on the same solicitation for which assistance was sought.

The RFP is developed in the same manner as the ITB, however in addition to the specifications for goods or scope of work for services, the requesting department works with the Purchasing Division to develop the price sheet, qualification requirements, scoring method and criteria and other key documents that will be required in the solicitation.

The RFQ is developed in the same manner as the RFP, except that price is not considered when developing the evaluation criteria. Evaluation criteria should include statements of qualifications and performance data on file with the City. In determining a firm's qualifications, consider the following:

- Professional personnel
- Past performance
- Willingness to meet time and budget requirements
- Location
- Recent, current, and projected workloads
- Volume of work previously awarded to each firm by the City to make an equitable distribution of contracts among the highly qualified firms ranked.

The ITN is developed in the same manner as the RFP, except that the Purchasing Division must document in writing its reasons why an ITB or RFP is not practical. The ITN must also describe the questions being explored, the facts being sought, and the specific goals or problems that are the subject of the solicitation. The Purchasing Division will appoint a qualified negotiation team.

Cone of Silence

The term "Cone of Silence" means a period of time for which there is a prohibition on communication regarding a competitive solicitation between any person or entity, including a vendor or vendor's representative who seeks a contract, award, recommendation, or approval related to a competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a competitive solicitation, and any Commission member, City Manager, or any member of the evaluation or selection committee for a competitive solicitation or affected person. While the Cone of Silence is in effect, all supplier or contractor communications must flow through the Purchasing Division. A supplier or contractor may ask questions during the pre-solicitation conference or through written communications with the Purchasing Division. The Purchasing Division will document any questions, clarifications, or changes to the solicitation in a written addendum published to the online bidding platform (DemandStar) and the City's website.

A Cone of Silence is applied to each competitive solicitation at the time of issuance. All solicitation advertisements and documents must include a statement disclosing the Cone of Silence requirements. The restriction on communications terminates when the City of Commission makes a final award, rejects all bids, or takes such other action that ends the competitive solicitation.

The purpose of a Cone of Silence is to prevent bidders or their representatives from lobbying City of Commission or City employees during the solicitation process.

Communications with suppliers or contractors can impair independence and the integrity of the competitive procurement process. The entire solicitation process can be compromised if the Cone of Silence is broken, possibly resulting in a decision to reject all bids and reissue the solicitation.

An employee who is found to have violated the Cone of Silence shall be subject to disciplinary action up to and including termination.

Public Advertising Requirements

The City advertises formal competitive solicitations on the online bidding platform per the requirements of Florida Statutes. In addition, solicitations must be advertised in a newspaper of general circulation in the County and having general circulation in the City at least 12 days prior to the solicitation due date. Additional advertising schedules may be proposed depending upon the type and cost of the solicitation. In general, a longer advertising window will increase the potential for more respondents, and it is recommended that solicitations be advertised for at least 21 days, if possible. Advertising a solicitation for too short of a window may lead to a response from too few or none at all and cause the entire solicitation process to restart from the advertising phase.

Advertisements must include:

- A general description of the goods or services desired
- Where to obtain solicitation documents
- The time and location of the solicitation due date and opening

Bid Bonds

A Bid Guarantee in the form of a bid bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Deltona, Florida guarantees the bidder/proposer will enter a contractual relationship with the City within a specified time after award of a contract. The bid bond amount is normally equal to 5% of the total amount of the bid and when requested, must be submitted with the bid. Some projects may require a higher bid bond, depending on the nature of the work to be performed and/or the cost of the project.

Pre-Solicitation Conferences

A pre-solicitation conference is conducted by the Purchasing Division and is typically scheduled between the date of advertising and the formal opening. The purpose of the conference is to explain to prospective bidders the purchasing requirements and forms used in the solicitation package. In some cases, a mandatory conference is held and potential submitters are required to attend. Submittals received from firms who have not attended the mandatory conference will not be considered. The Purchasing Division works with the department to determine whether a pre-solicitation conference is needed and if it should be mandatory. The Purchasing Manager shall make the final decision regarding whether or not a pre-solicitation conference is held and if it should be mandatory. Conferences are typically noticed in the solicitation document and published in the legal advertisement.

Requests for Information

Questions regarding the solicitation can be submitted to the Purchasing Division by the deadline conveyed in the solicitation. Questions are then answered via addendum that will be published on the online bidding platform.

Addenda

After the solicitation is published, if there are any clarifications or changes to the solicitation, an addendum is published outlining the new information. The addendum is also used to answer questions posed by potential bidders during the published question period.

Waiver of Irregularities

The City Manager or his/her designee has the authority to waive insubstantial or minor irregularities in formal solicitation responses. The irregularities must not have an adverse effect on the City's best interests and must not affect the outcome of the selection process by giving an unfair advantage or benefit to a particular responder. The Purchasing Division is responsible for identifying such irregularities and submitting a recommendation to the City Manager. Waivers must be clearly noted in award recommendations submitted to City of Commission. This is in accordance with Section 2-265 of the Code of Ordinances.

Rejection of Solicitation Responses

The Purchasing Division may reject a response that is not responsive, responsible, or does not meet qualifications. The Purchasing Division must document in writing the reason for the disqualification. Below is a list of common reasons for the rejection of a response:

- The lowest and best bid exceeds the budgeted amount available and the City of Commission does not make additional funds available.
- The bidder is currently listed as "suspended or debarred" or is on the State's Suspended Supplier or Contractors Listing.
- The response does not meet specified delivery or performance schedules as outlined.
- The response does not price out the bid in conformance to the required format, key price lines are blank, or a clear price is not listed.
- The bid is received late - after the stated opening due date and time.
- The response does not include:
 - A bid bond in accordance with the solicitation requirements.
 - Required information, literature, samples, or affidavits with bid.
- There is a reasonable basis to suspect conflict of interest or collusion.
- Other reasons that may be unique to a specific bid or solicitation.

Late Submittals

Solicitation responses received after the official date and time specified in the solicitation document are deemed late and will not be considered for award. Requests for modifications to solicitation

responses received after the due date and time specified will not be considered. The City uses a timeclock at the specified solicitation opening location as the official timekeeping device.

Local Preference

When the City is required to procure supplies or services through competitive solicitation, the local preference shall adhere to the Code of Ordinances, Chapter 2 – Administration Article IV – Finance Division 3 Purchasing Section 2-181.2 Local Preference, procedure.

A Local business means the vendor has a valid business tax receipt issued by the City of Deltona at least one year prior to bid or proposal opening and a physical business address located within the limits of the City of Deltona, in an area zoned for the conduct of such business, from which the vendor operates or performs on a day-to-day basis business that is a substantial component of the goods or services being offered to the City of Deltona. Firms that provide goods or services that are exempt from the City of Deltona business tax receipt requirements shall be required to submit documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Deltona for at least one year prior to bid or proposal submission. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide a copy of the business tax receipt for the covered period prior to recommendation for award.

The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: <https://dos.myflorida.com/sunbiz/>.

Local Preference shall not apply to the following procurements:

- a. Professional services which are subject to the Consultants Competitive Negotiations Act, Section 287.055, Florida Statutes, as amended;
- b. Procurements for which funding is received, and local vendor preference is prohibited pursuant to any law, rule, regulation or policy;
- c. Procurements made utilizing cooperative purchasing agreements with other governmental or public entities.
- d. Procurements from local, State, GSA, and other federal contracts, and other public entities.
- e. Procurements made under emergency procedures as set forth in this Policy.
- f. Procurements made for items that have been deemed a sole source.
- g. Procurements where the principal place of business of a proposer or vendor cannot be reasonably determined.

No Response

If no responses are received, the Purchasing Division will review the non- response forms submitted by suppliers or contractors to determine the cause. If the forms are not returned, the Purchasing Division will contact the suppliers or contractors directly to determine the cause of non-response. This will help establish any necessary changes in specifications, requirements or proposed timelines prior to re-solicitation.

One Response

The Purchasing Division aims to generate as many solicitation responses as possible; however, there are times when only one qualified response is received. If only one response is received for a solicitation, an award may be made to such a respondent

pursuant to the following requirements. The Purchasing Manager shall determine (1) that the price and other terms as submitted are fair and reasonable, (2) that other prospective respondents had a reasonable opportunity to respond, and (3) that the purchase is in the best interest of the city. In determining if the price and other terms as submitted are fair and reasonable, the Purchasing Manager may accept an adjustment to the terms to obtain a fair and reasonable purchase. If the Purchasing Manager determines that the single response complies with the above requirements, then a recommendation for an award shall be provided to the City Manager or the City of Commission if the purchase cost is greater than \$100,000.00. Otherwise, a single response to a solicitation may be rejected, and the Purchasing Manager may: (1) cancel the proposed procurement; (2) solicit new bids, proposals, or replies; and (3) proceed with procurement consistent with the Purchasing Manual. If a contract resulting from a formal solicitation estimated to exceed the solicitation threshold of \$100,000 is awarded without competition, the individuals taking part in the development of the evaluation criteria, process, and award should attest in writing that they are independent of and have no conflict of interest with the entities evaluated and selected.

Tie Bids

If there are tie bids, meaning everything except the information relating to the submitting firm is the same, the following methods shall be used in the order below to break the tie:

- The bidder that has a Business Tax Receipt (BTR) within City of Deltona City limits (confirmed through Sunbiz).
- The commodity was manufactured in the State of Florida.
- Florida business as confirmed thru SunBiz.org.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-bidder is awarded.
- Drug free workplace policy in place.

Over Budget

If the lowest and best responsible bidder has submitted a price higher than the City's budgeted amount, the City may negotiate with the bidder to obtain a lower price and present such results to City of Commission who may decide to reject all bids, subsequently increase the budget necessary to make the award or re-issue the solicitation at a later date.

Failure to Execute Contract

If the awarded bidder fails to execute the contract and cannot provide the goods/services required in the solicitation at the quoted prices, the Purchasing Division may authorize award to the next lowest, responsive and responsible bidder, if price is reasonable. If this occurs, the City has the right to pursue the cost difference from the lowest responsive and responsible bidder to the next lowest responsive and responsible bidder through the bid bond submitted by the original intended awardee. If the price is not reasonable and does not represent good stewardship of public funds, the goods/services should be resolicited.

Protest Procedures

This procedure applies to all bid protests and disputes.

- A. Any actual or prospective bidder who is allegedly aggrieved in connection with the solicitation or pending award of a contract may protest to the Purchasing Manager.
- B. Purchasing posts on Demandstar for all bidders, the City's intent to award a bid. The intent shall be publicly posted within a reasonable time after the decision to recommend award to a bidder.
- C. A notice of protest must be submitted by 4:30 p.m., local time, no more than three (3) business days after posting of the intent to award. The protest must be in writing and must include the following: the ITB/RFP number and title; a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protestant deems applicable to such grounds; and, specifically request the relief to which the protestant deems itself entitled by application of such authorities to such grounds. The Letter of Protest shall be accompanied by a bond equaling one percent (1%) of the bid/quote/proposal amount, to a maximum of \$5,000.00, to be used for the payment of administrative expenses associated with the protest in the event the protest is denied.
- D. A formal written protest is considered filed with the City when it is received by the Purchasing Manager. Accordingly, a protest is not timely filed unless it is received by the Purchasing Manager within the times specified above. Failure to file a written notice of protest within the time period specified shall result in relinquishment of all rights of protest by the vendor and abrogation of any further bid protest proceedings.

These procedures shall be the sole remedy for challenging an award of bid. Bidders are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts may be cause for suspension.

- E. The Purchasing Manager shall attempt to settle or resolve protests prior to the Commission meeting in which the bid is scheduled for award. Otherwise, the award must be withdrawn from the Commission agenda. Purchasing shall then render a decision, in writing, within seven (7) calendar days following receipt of the protest.
- F. Any person aggrieved by the decision of the Purchasing Manager may appeal to the Finance Director within seven (7) calendar days from the date of the Purchasing Manager's written decision. Said appeal shall be in writing and shall state with specificity the grounds therefore and also the action requested of the Finance Director. The Finance Director shall attempt to settle or resolve the matter. The Finance Director shall render a decision, in writing, within seven (7) calendar days following the receipt of the appeal.
- G. Decisions of the Finance Director may be appealed to City Manager by submission of a written request for hearing within seven (7) calendar days from the date of the Finance Director's written decision. The written request shall state with specificity the grounds for the appeal and also the action requested of the City Manager.

A final decision under this section shall be conclusive and shall represent the position of the City.

Payment and Performance Bonds

Payment and performance bonds are required for construction-related projects before commencing work. A performance bond is a surety bond issued by an insurance company to guarantee satisfactory completion of a project by a contractor. A payment bond ensures the awarded contractor pays his/her suppliers and subcontractors for products and services rendered to complete the work they commissioned from them related to the bonded project. The City cannot require a contractor to secure a surety bond from a specific agent or bonding company. The bond must state on its front page:

1. The name, principal business address, and phone number of the contractor, the surety, the owner of the property being improved, and, if different from the owner, the contracting public entity.
2. The contract number assigned by the contracting public entity.
3. The bond number assigned by the surety.
4. A description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement.

Payment and Performance Bonds are not typically required for projects that do not exceed \$200,000. The City Manager has the authority to waive payment and performance bond requirements for City projects estimated to cost more than \$200,000.00. All payment and performance bond forms shall be kept in the safe in Finance.

Insurance

Proof of insurance must be provided to the City upon request. Departments should work with the Purchasing Division and the Risk Manager in advance to determine proper insurance limits and types.

The ACORD Insurance Form is the preferred insurance certificate as it summarizes essential information about supplier or contractor insurance policies, such as coverage types, manual numbers, insurance limits, and effective expiration dates. The certificate should list the City as certificate holder, include a waiver of subrogation for worker's compensation and for contracts involving construction, infrastructure and services performed on City property, list the City as 'Additional Insured'. The City's standard and optional insurance requirements are detailed as follows:

Minimum Standard Insurance Requirements			
Required	Insurance	Standards	Additional Requirements
<input checked="" type="checkbox"/>	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any Contractor using an employee leasing Company shall complete the Leased Employee Affidavit Exhibit Form.	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10- \$20 million Statutory/\$1,000,000 Contracts over \$20 million to be determined by the City	If contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' coverage required. If vessels involved, Jones Act coverage with limits of \$500,000 required
<input checked="" type="checkbox"/>	Comprehensive General Liability (including completed operations and contractual liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage: \$1,000,000 each occurrence \$1,000,000 aggregate	When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
<input checked="" type="checkbox"/>	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
<input type="checkbox"/>	Property Insurance Builders Risk <u>Additional Coverage:</u>	<u>Limits:</u> Buildings – completed value of contract "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If agreement required handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<input type="checkbox"/>	Installation Floater (IT)	<u>Limits:</u> Coverage – To Be Determined	
<input type="checkbox"/>	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
<input type="checkbox"/>	Professional	<u>Limits:</u> Coverage - \$1,000,000	

	Liability/Errors and Omissions		
<input type="checkbox"/>	Umbrella Policy	<u>Limits:</u> Coverage – To Be Determined	
<input type="checkbox"/>	Payment and Performance Bond required	<u>Limits:</u> Coverage – equal to amount of contract	
The Department may request to may waive Payment and Performance Bond for work under \$200,000.			
Unless otherwise required by law, City Manager waives insurance for FOB goods.			

Evaluation and Award

All sealed solicitations are opened at the time and date noticed in the solicitation or subsequent addenda. The Purchasing Division facilitates the proposal opening meeting, all evaluation committee meetings, instructs evaluation committee members on their responsibilities and ensures that the evaluation process is conducted in a fair, transparent, and equitable manner. For ITBs, bidders' names and their total prices are read aloud. For RFPs and RFQs, only the names of the submitters are read aloud. Firms submitting to sealed solicitations are welcome to attend the public meeting, but it is not required. Submitters are not permitted to make changes to a submittal during the opening of the sealed submittals. Any such attempts may result in rejection of the submittal. The Purchasing Division reviews all submittals to ascertain that all required documents needed to deem the submitter responsive have been submitted. For ITBs, after this review is complete, a bid tabulation containing bidders' names, and their submitted pricing is completed. An award memo and the bid tabulation sheet are sent to the department head requesting for his/her approval. Once approved by the department head, an Intent to Award is posted on the online bidding platform. The purpose of this posting is to give public notice of the City's intended decision. This allows any adversely affected bidder an opportunity to file an Intent to Protest with the Purchasing Manager. Providing no protests are received, an agenda item will be submitted to City of Commission by the department requesting to recommend the award.

For an ITB, to determine the lowest and best responsible bidder, in addition to price, the following factors are considered:

1. The ability, capacity and skill of the bidder to perform the contract.
2. Whether the bidder can perform the contract within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
4. The quality of bidder's performance on previous contracts.
5. Previous and existing compliance by the bidder with laws and ordinances relating to the contract.
6. The sufficiency of the financial resources and ability of the bidder to perform the service or provide the goods.
7. The quality, availability and adaptability of the supplies or contractual services to the use required.
8. The ability of the bidder to provide further maintenance and service for the use of the subject of the contract.

9. The number and scope of conditions attached to the bid.
10. Other factors pertinent to the bid or the contract under all of the circumstances involved.

The processes of making an award recommendation for RFPs and RFQs differ from the ITB as the submittals for RFPs and RFSQs are scored by an Evaluation Committee based on criteria outlined in the solicitation documents. The Purchasing Division will evaluate the submittals for responsiveness as they do with ITBs, however once the submitters' responsiveness is determined, the responsive submittals are then passed on to the Evaluation Committee members so they may review the submittals based on qualification factors and criteria outlined in the solicitation. The Evaluation Committee will score each submittal independently based on the scoring method also outlined in the solicitation. Once scoring is complete, scoresheets are sent to the Committee Chair to make a Combined Score Sheet showing each submitting firm's total score and those scores are read aloud by the Committee Chair and recorded. Depending on the nature of the solicitation and/or resulting scores, the Evaluation Committee may decide to invite a few of the highest scoring firms to make presentations to the Evaluation Committee further demonstrating their qualifications, experience and expertise relative to the requirements of the solicitation. The firms invited to present are notified of the date and time the Evaluation Committee will see them. They are provided specific guidelines for their presentations such as maximum length of their presentations, length of subsequent question and answer period and the criteria on which their presentations will be scored. These presentations are ranked by the Evaluation Committee during each presentation and once scores are complete, they are provided to the Committee Chair. Presenting firms shall not be permitted to be present during other presenting firms' presentations. Once all presentations have been scored, an Evaluation Summary is compiled showing each presenting firm's total score. The Final Ranking and the Award Memo is sent to the department head for approval. Once approved, the final scores and an Intent to Award are posted on the online bidding platform. An agenda item will be submitted to City of Commission by the requesting department to recommend the award.

Evaluation Committees

Responsibilities

As indicated above, competitive solicitations, other than ITBs, require an evaluation team/committee. The committee is responsible for:

- Understanding the services or goods sought in the solicitation and the requirements outlined for potential submitters.
- Independently evaluating proposals based on the established criteria.
- Participating in ranking of price proposals for RFPs.
- Collaborating as a team to make an overall recommendation of award to City of Commission.
- Maintaining sufficient documentation to support decisions related to the recommendation of award and submitting the documentation to the Purchasing Division for inclusion in the solicitation file.

Meetings

The Purchasing Manager or designee shall open all evaluation committee meetings. Evaluation committee meetings are governed by the Florida Sunshine Law. Any discussion between evaluation committee members or any respondent regarding the solicitation outside of a publicly advertised meeting which takes place before an intent to award is made, is prohibited. All requests for information, clarification, or the status of solicitation should be directed to the Purchasing Division. If requested, the meeting minutes should be made available for public review. Original minutes shall be maintained in the solicitation file.

A member may utilize technology, such as conference calls, to participate in a meeting if presentations are not made at the meeting, so long as a quorum is physically present. If presentations are conducted, all members must be physically present. Interviews can be conducted via teleconference; however, all committee members must be convened as a group.

Reasonable public notice shall be given before any selection committee meeting. The notice must include:

- Name and/or purpose of selection committee
- Time and place of meeting
- ADA requirements

All public meeting notices must be posted on the online bidding platform at least one week before the meeting date. If the meeting is adjourned and reconvened later, the second meeting must also be noticed. This includes any meeting where a presentation is made to the selection or technical committee.

Members

The committee should consist of staff or other representatives who have knowledge and interest in the purchasing project. A minimum of three committee members is required; however, additional committee members is acceptable but must always be an odd number. For a three-member committee, the division cannot appoint more than one member to the committee. For larger committees, no more than three members of one department may be on a committee. This is done so that no one division has a majority of voting members. To avoid scoring issues, such as a tie, an even number of committee members is not recommended. If a committee member is unable to fulfill his/her evaluation duties, a replacement member must be found and approved by the Purchasing Manager.

Any person with a conflict of interest will not be appointed and a member will be removed from the committee if a conflict arises. A conflict of interest is any circumstance in which the personal interest of a committee member may prevent or appear to prevent the member from making an unbiased decision with respect to the matter. A conflict of interest is also any conflict as defined in City Code, Florida Statute, or Federal Regulation.

In some instances, a technical review committee is appointed by the Purchasing Manager to establish and/or review specifications or scope of work. A technical review committee does not generally fall within the requirements of an open public meeting because they have no responsibilities related to evaluating submittals and recommending bids or

proposals for award.

Voting

All committee member voting must be recorded in the minutes. A committee member must be physically present for all of the presentations in order to vote. Once the individual votes are counted, the recommendation can be made.

The Purchasing Division will then draft a contract to be sent through the approval process. Once approved the Purchasing Division will send the contract to the awarding firm for execution. Terms and conditions of the contract with the awarded firm may need to be negotiated before the contract is finalized.

CONTRACT PROCESS

For certain goods and/or services, a contract may be required. There are several scenarios for when a City issued contract may be required: 1) When purchasing goods or services that were solicited by the City's Purchasing Division. The contract is initiated when the Notice of Intent to Award is published. The Purchasing Division then drafts the contract and sends it through the approval process. Once approved the Purchasing Division sends it to the intended awardee/s and oversees the collection of the awardee/s' signatures. 2) Goods only purchases delivered free on board (F.O.B.) destination, the cost of which will exceed \$100,000. 3) When services to be performed on City property will exceed the cost of \$50,000. 4) A contract is otherwise determined to be in the best interest of the City.

If uncertain if a contract is needed, the department should contact the City Attorney's Office to ascertain if a contract is required by the City. All contracts shall be reviewed and approved by the City Attorney's Office prior to execution.

Authority to Execute Contracts

Only the City Manager or designee have authority to execute a contract for such goods or service. See the "Purchasing and Contract Authority" section above for reference. The authority levels are incorporated into the electronic financial system and the workflow components.

Master Agreement

A Master Agreement is often the contract associated with a blanket purchase order because it is an indefinite quantity agreement. It is used to facilitate purchases when the exact quantity of a required commodity or service is unknown or varies upon the using department's needs. A Master Agreement is used to purchase goods or services needed frequently for operations and maintenance. It is the department's responsibility to ensure that the Master Agreement is still valid prior to placing an order with the supplier or contractor.

Task Authorizations

Task authorizations are specific, detailed services or jobs placed against an awarded, established contract. They are most typically issued for services related to the design

and/or construction services for a specific project. The department will draft the task authorization and send to the vendor for execution. The task authorization will contain details regarding the work to be performed, such as location of the work; scope of work; cost associated with the work; and for some construction related task authorizations, a time frame the work is to be completed by.

Renewals and Extensions

Unless otherwise stipulated by the contract, renewals and contract extensions must be signed by the Purchasing Division and the Department Head. When renewing a contract, benchmarks, market trends or other significant quantitative or qualitative factors should be used to support price reasonableness and the availability of best options. Legal responsibility is to monitor the expiration dates of City contracts.

Renewals – If the original contract terms allow for renewals, contracts may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties, except that a lower price may be negotiated. Renewals should be contingent upon satisfactory performance evaluations and are subject to fund availability.

Extensions – An extension can be executed for contracts that have no more remaining renewals and for which the City is working to re-solicit the goods and/or services sought or is actively searching for a viable piggyback contract to use for the needed goods and/or services. Extensions are permitted for a period not to exceed six (6) months and only one extension of a contract is permitted, unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the supplier or contractor. Extensions are subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties.

Assignment and Assumptions

There are times when companies merge or are sold to another company. The rights to the City's contract may also be transferred during the merger and acquisition process, so long as assignment is permissible under the contract. A supplier or contractor must notify the City prior to the effective date of the assignment. Failure to submit a timely notification to the City may result in material breach of contract and may be grounds for termination of the contract by the City.

It is imperative that the company submit a new W-9 to update the name, address and Taxpayer Identification Number and to communicate a clear assignment date.

Owner Direct Purchases (ODP)

When determined by the Purchasing Manager or Project Manager, in coordination with the User Department, to be in the best interest of the City, ODP will apply to the procurement of goods in construction projects. For procurements where the ODP will apply the User Department and Engineer will include specific requirements for Vendors in both the solicitation and the contract.

- A. Vendors must include total costs in their submittal, including price of goods (e.g. materials and equipment, with taxes included and services, including all labor and administrative costs, inspection, handling and storage costs, if any. If builder's risk insurance is required in the solicitation, Vendor's submittal must provide insurance coverage for the entire construction project, including the costs for goods subject to ODP. Vendors must require that their suppliers follow ODP Procedures.
- B. After award, the vendor must furnish the City with a list identifying goods to be procured by the City for the construction project. The list must be reviewed and approved by the City Project Manager and the Engineer of Record.
- C. Once approved by the City Project Manager and the Engineer of Record, the User Department must complete the ODP requisition and include information such as, item quantities, pricing by the Vendor's suppliers, delivery location, date of deliver and any special terms that have been negotiated between the Vendor and their suppliers pertaining to payment terms, discounts, rebates, warranty information, credits and other applicable terms and conditions.
- D. Upon receipt of a ODP requisitions with all information required Purchasing will issue a purchase order with supporting documentation to the supplier and will require a Certificate of Entitlement for the User Department.
- E. The Vendor must generate a deductive change order stating the total price in the Purchase Order including the amount of sales tax. The deductive change order must be approved by the City Project Manager and submitted to Purchasing.
- F. The vendor is responsible for confirming the goods received from the suppliers as well as goods delivered to the City meet the requirements of the solicitation and the executed contract, including the related purchase order and change orders. Once confirmed, the vendor must submit all applicable invoices to the City representative. After review and upon approved, the City will make payment directly to the supplier in accordance with the purchase order. The City reserves the right to have a representative present during receipt of goods for the City construction project.
- G. Under ODP, the Vendor must warrant the goods in the same manner as non-ODP goods and will be responsible for any schedule interruptions or delays in connection with the goods. The Vendor must provide the City representative with a monthly report documenting the amount and description of the ODP goods accepted by the vendor.

Contract Amendments and Change Orders

During the course of business, it may be necessary to make changes to a contract, agreement or purchase order. Such changes must be requested through the City's ERP system and must clearly define the change and the reason for the change. Changes Orders will go through the workflow approval process the same as the original requisition.

Contract/Agreement Amendments

If a contract or written agreement exists between the vendor and the City, and there is a need to amend either the amount, scope of work or term of that contract or agreement, the using department shall request a Contract Amendment through the City Attorney's Office to amend the contract or agreement. If there is an open purchase order for the

goods or services and the Contract Amendment affects the purchase order amount, after the Contract Amendment is fully executed and approved, the department can initiate a Purchase Order Change Order.

Purchase Order Change Orders

A purchase order can be changed for an increase or decrease in amount by a change order. The department enters the request for the change order through the City's Enterprise Resource Planning (ERP) system. If there is a contract/agreement associated with the purchase, the Contract Amendment must first be executed and approved prior to entering the change order request in the ERP system. The change order goes through approval workflows in the ERP system that include the department head, Budget and Purchasing. Once the change order is approved it is sent to the vendor showing the new amount.

Contract/Agreement Amendments and Change Orders can be initiated for the following reasons:

1. Unforeseen conditions allowance (also known as Contingency) – The City Manager, or designee as set forth in writing, has the authority to approve Change Orders impacting price up to the total amount of the allowance for unforeseen conditions as established upon award of the contract.
2. City Manager authority - The City Manager, or designee, has the authority to approve cumulative change orders (total amount of all change orders to a contract/agreement and or purchase order to date, to include the current request) impacting price up to ten percent (10%) or \$50,000.00 whichever is less if a specific allowance is not otherwise included in the contract.
3. Emergency event - The City Manager, or designee, has the authority to approve and execute change orders that increase the contract price beyond the unforeseen conditions allowance only for an emergency event that occurs during the performance of the contract and requires immediate resolution to avoid one or more of the following: additional costs that were not reasonably anticipated; delay to the project that increases costs; or endangerment of the public. Each change order issued as a result of an emergency event shall be brought to City of Commission for ratification at the next available meeting if the approval authority of the City Manager has been exceeded or if the allowance has been exceeded.
4. Scope and time – City Commission approval is required for changes in project scope, defined as changes that materially alter or expand the original intent of the project, taking into consideration the details included in the advertisement and previous award approval by the Commission, if applicable. The City Manager, or designee has the authority to approve changes in time up to 30 days in cumulative. Changes in time that would extend the project beyond 30 additional days shall require City of Commission approval.

Except as expressly modified in a change order, all other terms and conditions of the modified contract remain in full force and effect. The requesting department may submit requests for change orders directly through the City's Enterprise Resource

Planning (ERP) system. A special note must be added explaining the proposed change; i.e., addition of freight, additional line item, price, time, etc. A revised or supplementary quote may be required. In the ERP system the change order will flow through levels of required approval. The following exceptions apply:

- End of the year roll-over - At fiscal year-end, agencies will be notified that change orders can no longer be processed through the financial system and must flow through the Purchasing Division.
- Retainage - A purchase order holding retainage must be modified through the Purchasing Division.

CONTRACT ADMINISTRATION

Contract administration is the management of contracts between the City and a third-party. The contract administration process begins after the award of the contract and aims to ensure that the third-party is performing in accordance with the specifications/scope of work, terms and conditions, and other key elements of the contract. Key contract monitoring elements include receiving and inspection, reviewing invoices for accuracy and approving invoices for payment, resolving discrepancies, deficiencies or disputes, and monitoring performance. The City Manager or Department Director will designate, in writing, a contract administrator for each active contract. All supplier or contractor noncompliance must be reported to the Purchasing Division and communicated in writing to the third-party.

Unsatisfactory Supplier/Contractor Performance

Departments should attempt to resolve supplier or contractor performance matters at the department level. These matters must be communicated to the supplier or contractor to allow the supplier or contractor an opportunity to rectify the situation. Departments should maintain written documentation, such as the nature of the matter, person(s) contacted, dates, and conversation summaries. The Vendor Complaint form is available to assist with documentation. If the matter cannot be resolved at the department level, the matter should be communicated to the Purchasing Division.

The Purchasing Division will review the documentation and make additional attempts to resolve the matter. If the matter cannot be resolved, the Purchasing Manager may consult the City Attorney's Office to discuss any actions that could be taken against a supplier or contractor, including initiating suspension and debarment procedures with the City Manager.

Suspension and Debarment

Suspension and debarment requests shall be brought to the City Manager for approval. The City Manager consults with the City Attorney's office to decide whether to suspend or debar a supplier or contractor. Suspension is for a one-year period or until a final determination with respect to debarment is made, whichever is earlier. Debarment is enacted for no more than five years. However, if the supplier or contractor has been previously debarred by the City, subsequent debarment is permanent.

Causes for debarment - The causes for debarment include, but are not limited to, the following:

1. Conviction of a criminal offense related to a public or private contract or subcontract
2. Conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property or any other offense indicating a lack of business integrity or business honesty
3. Conviction or civil judgment finding under antitrust statutes related to a submission of bids or proposals
4. Determination that the contractor has violated the provisions of any local, state, or federal laws or regulations
5. An act of fraud or misrepresentation in connection with a bid, quote, proposal, solicitation, or contract with the City or any other public entity, whether or not leading to a conviction.
6. Failure to fully comply with the terms and conditions or specifications of a solicitation or contract with the City or any other person or public entity, including, but not limited to the following:
 - Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in a bid/contract
 - Abandonment of a contract
 - Failure to pay a contractor, sub-contractor, or material provider as required by Florida Statutes
 - Repudiation of a bid/contract by failure to provide bonds, insurance, or other required certificates within a reasonable time
 - Refusal to accept an addendum, agreement or contract, or to perform in accordance with the addendum, agreement or contract
 - Overall performance of a contract has been evaluated as "poor" or "unsatisfactory"
7. A recent record of failure to perform or unsatisfactory performance in accordance with bids/contracts with the City or any other person or public entity. (Failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor are not a basis for debarment)
8. Presence of principals or corporate officers who were principals or corporate officers within another business at the time when the other business was suspended or debarred under the provisions of this section or by another public entity
9. Violation of any ethical standards set forth in local, state or federal law
10. Any other cause or material factor which adversely affects the responsibility of a person or entity as a City contractor, including but not limited to suspension or debarment by another governmental entity for any of the causes listed in this section

Notice of Intent to Debar - Upon a preliminary determination by the City Manager that cause exists for debarment, a contractor or prospective contractor shall be sent a written notice of intent to debar. The notice must state:

1. The reasons for the proposed debarment
2. The proposed time period of the debarment
3. Whether the person has been suspended pending finality of the debarment determination

4. That suspended and/or debarred persons may not be considered for award or receive new contracts during the period of suspension and/or debarment
5. That the preliminary finding of cause and proposed debarment action will become final, if a request for review is not timely filed in accordance with the following:

Request for review

A contractor or prospective contractor that has received a notice of intent to debar may request that the proposed debarment action be reviewed and reconsidered. The request must be received by the City Manager in writing, within ten (10) calendar days of the issuance of the notice of the intent to debar. The request for review and reconsideration must state the basis for review and reconsideration, and include such documents, evidence, and other information as the requesting party deems necessary to support its position. If no request for review and reconsideration is received within the time period allowed, the determination of the City Manager is final and all rights to request review or appeal are waived.

Review – If a written request for review is timely filed, the City Manager will review and reconsider the preliminary determination of cause for debarment. The City Manager has the option to hold a meeting or hearing with the party requesting review. During the review process, the City Manager may request information and speak with any individuals or entities regarding the debarment determination. The City Manager will provide a written decision on the request for review and reconsideration indicating the final debarment decision and action taken, if any, within thirty (30) calendar days following receipt of the request.

Appeal – The contractor must submit a written request of appeal within seven (7) calendar days from the date of the City Manager's written decision. An appeal may be scheduled for oral presentation before Commission. The party and City Manager are each given ten (10) minutes to present the appeal and response, which may be extended by Commission as necessary.

Final Decision - The decision of the City Commission is final.

Debarred and Suspended List - The Purchasing Division maintains a list of suspended and debarred supplier or contractors who are prohibited from responding to solicitations, receiving contracts or conducting business with the City during the period of suspension or debarment. Any bid or other response received from a supplier or contractor during the suspension or debarment period is disregarded.

Delivery

The department should have a clear understanding of the shipping terms, maintain a copy of the purchase order, contract or award document, and shall be responsible for ensuring the supplier complies with the shipping terms stated in the purchase order or contract.

Shipping and handling must be described in the quote and bid prices. Unless otherwise specified, the City requests all goods be shipped F.O.B. Destination, with all shipping charges pre-paid by the supplier. F.O.B. Destination means that title passes from the supplier to the City when goods are received on site at the location as designated by the

contract/purchase order. Pre-Paid means that all shipping charges are included in the quoted prices, and the cost will pass to the City upon invoicing.

Inspection and Acceptance

Products and services should be inspected and accepted (“received”) within a reasonable amount of time from the delivery or service date. The Department should verify quantity, quality, and condition of the goods or services and match the items against the purchase order to verify the order was properly completed. If satisfied with the goods, the order can be “received”. The Department should document that the order has been received by signing, dating and writing “received” on the packing slip or invoice or through the City ERP system.

Timely and proper payment of invoices requires expedient review and acceptance of the delivery against the terms of the purchase order or contract.

Rejection

Deviations, damaged goods or unsatisfactory work should be documented and communicated to the supplier or contractor as soon as possible for correction. If the matter cannot be resolved at the department level, it should be communicated to the Purchasing Division. See Unsatisfactory Supplier/Contractor Performance for additional information.

Invoices

It is the Department’s responsibility to approve payment for goods or services received. The Finance Department does not process payments unless approved by a department.

- Invoices must be date and time stamped upon receipt.
- Invoices must be thoroughly reviewed to ensure the bill is accurate, based on the goods and services received and the terms of the contract/purchase order. To help with review, an invoice should include:
 - Purchase Order number
 - Itemized listing of goods or services received
 - Prices
 - Quantities
 - All other charges (i.e., set-up charges, disposal, etc.) as specified in the PO
 - Delivery charges, listed separately from goods and services
- Once the invoice is reviewed, the department director or designee, must sign and date the invoice, indicating approval.
- Submit the invoice, current PO indicating the lines to be charged, and receiving document (packing slip or invoice marked as “received”) to Finance for payment.
- Indicate “final” on the PO to signify that ordering is complete and to close the purchase order.

Suppliers and contractors must provide appropriate backup documentation to support the invoice, such as time and/or material breakdown of invoice, any sub-contractors’ or sub-suppliers’ invoices if applicable. For time and material and construction contracts, it is essential that billed costs be analyzed (and challenged when appropriate) prior to approval for payment. Invoices should specify the amount and type of labor that is

contained in the contract with the associated rates and the material costs so that verification of contract terms and pricing can be accomplished. The material costs should be supported with documentation as required in the contract (i.e., price list or supplier or contractor's cost).

Payments

The City is subject to the Florida Prompt Payment Act, s. 218.74, F.S., which states that the payment due date for goods or services (other than construction services), is forty-five (45) days after a proper invoice is received. If a proper invoice is not received, payment is due forty-five (45) days after the goods are received or services are rendered.

The payment due date for construction services are specified in s. 218.735, F.S. Suppliers or contractors may assess a finance charge of 1% per month for payments not made within thirty (30) days after the due date. It is, therefore, imperative that all invoices are paid as promptly as possible. If an invoice is not correct, it is the responsibility of the department to notify the supplier or contractor, preferably in writing, to eliminate the possibility of late fees.

In general, payments for goods or services take place upon the successful completion of a portion or completion of the work required. Depending on the complexity and variety of the goods and services, the contract may include one or more of the following types of payments: partial, progress, milestone, advance, withholding, retainage and completion.

PROFESSIONAL SERVICES FOR DESIGN AND CONSTRUCTION

The City awards professional services for construction-related projects in accordance with the Consultants Competitive Negotiation Act (CCNA) as prescribed in s.287.055, F.S. The CCNA governs the selection of professional firms based on qualifications.

“Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state. Per FS 287.055 Continuing Services Contracts are used to pre-qualify firm’s threshold amounts provided in Section 287.017, Florida Statutes.

Selection Process – For continuing professional services such as Engineering and Architectural Services, the City must use a competitive selection process to evaluate and rank submittals. The Committee shall select in order of preference no fewer than three firms (if available) deemed to be the most highly qualified to perform the required services for recommendation to City of Commission.

Competitive Negotiation – Once the City Manager has approved the firm and authorized the negotiation of a contract, the Purchasing Division must establish a negotiation committee to negotiate the terms of compensation, consistent with the CCNA requirements. To expedite the process, negotiations are done prior to Commission approval; however, it should be made clear to the firms that the contract is contingent on Commission approval.

Single Projects – Task authorizations should be used and should include the fee schedule, scope of work, and compensation. The compensation may be stated as a "lump sum" or a "not to exceed" amount.

Master Agreements - The Purchasing Division is responsible for preparing the single project contract or the Master Agreement(s), as applicable. The department prepares an agenda item for contract approval by the City Commission. Once the contract is executed, the department will use a Task Authorization for the total amount of a single project amount. For Master Agreements, a blanket purchase order can be created for the amount planned to be expended in the current fiscal year or a purchase order can be created on an as-needed basis. A fee schedule will be negotiated which will subsequently be used by the firm to establish either "not to exceed" or "lump sum" proposals

If multiple Master Agreements exist for the same professional service, a logical method for workload distribution must be utilized in order to fairly distribute the projects.

Evaluation Criteria and Selection – When selecting a consultant to use for a project, if the proposed consultant has an existing Master Agreement with the City, the Department must first verify that the proposed project is consistent with the scope of services in the original RFQ from which the consultant was selected. If the Master Agreement can be used, the following procedures should be followed and documented:

1. Review the current list of firms on Master Agreement for the services needed and determine whether any of the firms have the expertise, experience, and personnel required for the proposed project such as:
 - The professional engineer that will be assigned to the project.
 - The location of key personnel that will work on the project.
 - For projects with multiple phases, whether a particular firm has performed previous phases or significant portions of the project which would result in a significant benefit to the City. Special needs of the proposed scope of work should be addressed during this review.
 - Consideration may be given to sub-consultants
2. For the firms that meet or exceed the criteria, review past project performance.
3. Of those with overall satisfactory past performance, review the total amount of money the City has contracted with each of the firms selected during the last 24-month period (a spend report can be obtained from the Purchasing Division).
4. Select the firm(s) with the lowest dollar volume to equitably distribute work among them.
5. This process should not violate the principle of selection of the most highly qualified firm for the project and proposed scope of work.

Once a firm is selected, the department should review the fee proposal and be able to support that the proposal is fair and reasonable for the services to be provided. Such representations and support should come from a staff member who has the experience and/or expertise to analyze the firm's proposal.

Design Criteria Packages

A design criteria package is a concise performance-oriented package of drawings and specifications of a public construction project. Its purpose is to furnish design/build firms

with sufficient information to prepare a bid or response to the City's request for a proposal or to permit the City to enter a negotiated design/build contract. It must specify performance-based criteria which include but are not limited to:

1. Legal description of the site
2. Survey information
3. Interior space requirements
4. Material quality standards
5. Schematic layouts and conceptual design criteria
6. Cost and budget estimates
7. Design and construction schedules
8. Site development requirements
9. Provisions for utilities, storm water retention and disposal
10. Insurance certificate with all required coverage

Design-Build Projects

A design-build project combines the design and construction of a public construction project into a single contract to be performed by one firm. The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the City. If the City elects to enter a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted in accordance with the design criteria packages above. The design criteria professional preparing the package is not eligible to render services under the design-build contract. During the selection of the design-build firm, the City must employ or retain a licensed design professional suitable for the project to serve as the City's consultant throughout the solicitation process.

The design-build selection process must include at a minimum the following:

1. The preparation of a design criteria package for the design and construction of the public construction project.
2. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.
3. The criteria, procedures, and standards for the evaluation of the design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.
4. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.
5. Consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the City of the detailed working drawings of the project, and evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.

In the case of public emergencies, the City Manager may declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

Public Announcement

The Purchasing Manager will publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project, the basic construction cost or for planning or study activity when the fee for professional services exceeds the threshold amounts provided in Section 287.017, Florida Statutes. Except in cases of valid public emergencies certified by the City Manager or designee.

The public notice will include a general description of the project and will indicate how interested consultants may apply for consideration.

Reuse of Existing Plans

There is no public notice requirement or utilization of the selection process for projects in which the City is able to reuse existing plans from a prior project. Public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of Florida Statute 287.055.

Qualification Procedures

Any firm or individual desiring to provide professional services to the City must first be certified by the City as qualified pursuant to law and the regulations of the City. The City must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past performance record and experience of the firm or individual.

CONSTRUCTION PROJECTS

Construction projects are requested through the Purchasing Division. Projects expected to exceed \$100,000 are competitively bid and contracted to a firm that can manage the construction project on behalf of the City. Once the procurement process is complete, the following additional procedures apply:

1. Depending on the contract language, a Notice to Proceed to the contractor may be required specifically defining the date on which work shall commence. In lieu of a Notice to Proceed, a contract may allow work to commence upon issuance of a Purchase Order.
2. Throughout the course of the contract, Purchasing and the requesting department work closely together to monitor the contractor's performance. The contractor reports and functions under the direction of the department with assistance from other individuals with specific expertise as required (i.e., engineering reviews from Engineering/Construction, etc.)
3. Monthly payment requests shall be prepared by the contractor and submitted with supporting documentation to the City for review by the Department and/or Engineer. Upon approval the invoice is submitted to Finance for payment processing.
4. The contracting firm will submit all change order requests to the Department on its company letterhead, in the form of a price proposal. The department and the project manager will review the price proposal and submit it to the Purchasing Division, who

will forward it to the City Attorney's office to prepare the corresponding contract amendment document. The amendment must be approved by the Department Director, the City Manager, or Commission, depending on the type of change being proposed. Upon execution of the amendment by the City, if the change order affects the existing purchase order, the department will request a change order to the purchase order and the Purchasing Division will modify the purchase order to adjust the funding.

5. The Certificate of Substantial Completion will be submitted by the project manager and/or Construction Manager at Risk (CMAR), consultant/designer, as applicable, with concurrence of the using department.
6. After any/all punch list items are resolved, the Certificate of Final Completion of the project and final payment will be submitted by the project manager and/or CMAR, consultant/designer, as applicable, with concurrence of the using department.
7. All pay applications (invoices) should be submitted, reviewed and approved by the project manager and upon approval sent to Finance for processing.

Bid Disclosure Act

The City complies with the "Public Bid Disclosure Act" s. 218.80, F.S., which states that a local government entity must disclose in its bid documents all permits or fees payable by a contractor to the local government for a specific project. The City issues the following information to inform potential bidders of the fees and permits for construction projects:

1. Since the contractor must be a registered contractor in the State of Florida and have a valid Occupational License from either Volusia County or a local government entity located therein, only a registration or renewal fee with the City of Deltona is required.
2. All building and inspection permits associated with City construction projects will be required; however, all related fees for these permits will be waived.
3. Impact fees or non-building permit fees associated with City Projects will be paid by the City to other governmental agencies (i.e.: St. Johns Water Management Division, Volusia County). These fees are applied for and paid for by the City prior to the commencement of the project. The contractor is not responsible for payment of these fees (see no. 4 below). The permits will be given to the contractor upon their issuance and receipt, if not already distributed at the pre-construction meeting.
4. City Utility Related Charges: The contractor will not be required to pay water, sewer or recreation impact fees, connection fees, tapping charges or security deposits normally associated with the installation of water, sewer or reclaimed water service. The contractor is required to pay for monthly/consumption related charges for water, sewer, garbage collection, storm water management or reclaimed water that may accrue during construction. All costs associated with hydrant meter rental and deposit charges will also be charged to the contractor. It is the contractor's responsibility to contact the City of Deltona Water Department to determine these charges prior to submitting a bid.
5. All testing as required by construction contract specifications (i.e. soil testing, etc.) will be obtained and paid for by the contractor.

SPECIALIZED PURCHASES

Real Estate Transactions and Services

There are several types of real estate transactions and services. Each is handled in a manner governed by the Florida Statutes. All requests for the purchase of real estate are processed through the City Attorney's Office.

All appraisals, offers and counteroffers to acquire real property must be documented in writing. These transactions are exempt from public disclosure and inspection until an option contract is executed or until thirty (30) days before a contract for purchase is considered for approval by the Commission. If the contract is not considered by the Commission, the exemption expires thirty (30) days after negotiations are terminated (see s. 166.045, F.S.).

Property Appraisals

The City must obtain at least one appraisal for properties costing less than \$500,000 and at least two appraisals for properties exceeding \$500,000. If the agreed upon purchase price exceeds 15 percent of the sole appraisal or exceeds the average of the two appraisals, Commission is required to approve the purchase by a two-thirds vote.

The governing body may, by majority vote of the Commission members present, exempt a purchase in an amount of \$100,000.00 or less from the requirement of an appraisal.

When the City acquires funding in whole or in part from another governmental entity for the purchase of real property, the City may piggyback the appraisal procedures of the other governmental entity.

Appraisals for property not considered road right-of-way should begin with the Volusia County Property Appraiser's Office and appraisals for right-of-way property should begin with the Right-of-Way Agent.

The Commission, by majority vote, may disclose the appraisals, offers and counter offers of the property acquisition. If the Commission has voted to disclose the records, the purchase and property owner records will be open to inspection and reproduction until the termination of negotiations.

Leased Space

Requests for space to be leased for office, storage, warehouse, or any other use shall begin with the Department Head.

The following process shall be utilized to procure Lease or Rental type contracts (of private/commercial property) for use by the City:

1. The requesting department shall determine that there is a need to lease private/commercial space.
2. The City Manager and/or City of Commission (upon request submitted by the requesting department) will approve or deny the request. The City Manager is authorized to approve a one-year lease within the appropriate signature level. The City Commission must approve multiple-year leases and those above \$100,000.

3. The requesting department must locate potentially adequate private/commercial facilities.
4. The requesting department must negotiate the lease/rental rate, services, facilities, etc.
5. The requesting department shall request the lease/rental contract and submit it to the City Attorney's Office for review.
6. The requesting department shall prepare the Commission Agenda Item for approval of lease and commitment of funds.
7. The requesting department shall distribute the executed contract documents.
8. The requesting department must submit the PO for the recurring lease/rent payments.
9. The requesting department shall monitor the lease during its term for notices, renewals and/or termination.

Technology Purchases

Requests for certain technology purchases are reviewed by the Information Technology (IT) Department and may be affected by standardization procedures. These include, but are not limited to, requests to purchase telephone equipment and/or services; computer equipment and/or services; software; communication equipment and/or services; and other technological equipment and/or services. Requests for IT goods and services are reviewed on a case-by-case basis by IT and the Purchasing Division to determine the appropriate purchasing process. IT purchases should not be made using a pCard.

Vehicles

Requests for vehicles - automobiles, trucks, fire trucks, buses, heavy construction equipment, etc. must be coordinated through the Purchasing Division. Vehicles are purchased using many methods, including Cooperative Purchasing, sealed bids, and various other term contracts. There is a longer lead-time for vehicles due to production schedules, auction dates and custom ordering. Adequate planning and early requests are essential to minimize delays when procuring transportation equipment.

Surplus Property

The City has the authority to obtain property from authorized suppliers, such as other government agencies. Surplus property obtained from Federal, State and local agencies is governed by F.S. 217.03. Surplus property acquisitions should be coordinated with the Purchasing Division.

Purchase of Capital Equipment

The City Manager or designee must approve capital equipment listed in the capital budget approved by City of Commission if the final cost per item does not exceed the approved budget cost by more than 5% or \$25,000 whichever is less.

State and Federally Funded Purchases

Granting agencies often impose additional purchasing regulations that are more restrictive than the City's. Purchases using Federal funds require specific procedures before purchases can be made. It is the responsibility of the requesting department to identify and communicate any special purchasing requirements to the Purchasing Division. The Purchasing Division will then ensure that the requirements are followed.

The City has additional procedures for federally funded projects as follows:

1. Local preference for bidders is not permitted.
2. Solicitations must be advertised for a minimum of 12 days or as stipulated by Florida Statute.
3. Bids received must be read aloud or, if not read aloud, should have the name of the bidder and the reason for not reading the bid aloud, publicly announced.
4. The City will utilize 23 CFR 635 for guidance in determining if a bid is unbalanced and for guaranty and warranty guidance.
5. When establishing a contract time for federally funded projects, the City will utilize the guidelines established by the FDOT.
6. Requests for qualifications for federally funded projects must include reference to the requirements of the United States Code (U.S.C) Title 40, Chapter 11, Section 1101-1104 Selecting Architects and Engineers (Brooks Act).
7. 2 CFR 200 – Uniform Guidance for Federal Regulations is used for purchasing process requirements.

MISCELLANEOUS PROCUREMENT CONSIDERATION

Research and Development

Occasionally, specifications are not readily defined or there are many specifications that may meet the department's needs. A department may know what needs to be accomplished but may not know which product or service best meets that goal. To define the specifications more closely, the department may "test" several products or services to determine which option best suits the needs of the department. The process of testing goods and services is called Research and Development (R & D).

The Purchasing Division will coordinate with the department and one or more suppliers or contractor to obtain various goods and services at no cost to the City. Goods are usually loaned to the City on a temporary basis and must be returned after the trial period has ended. The Purchasing Division and the department create a project team. The team works together to create evaluation criteria to assess the goods or services. The project team is required to document the results. The results will help the department clearly define the specifications. Once the specifications are defined, the procurement process can begin following regular City purchasing regulations. R & D projects are determined on a case-by-case basis.

Trials

Trials are like R & D projects but are used when the department knows the product or service that it is interested in trying. The department can request a "trial purchase" whereby a single item or limited quantity is obtained for a short trial period. The goods or services may be provided free of charge but are not required to be free. Purchasing requirements still apply; however, the Purchasing Division may waive some requirements for an approved trial project. A purchase order is required before items or services are ordered. Products or services ordered for trial without a purchase order are considered unauthorized purchases. Each project is determined on a case-by-case basis.

Demonstrations

A product demonstration (or "demo" for short) is a promotion where a product is demonstrated to potential customers. The goal is to introduce customers to the product in hopes of getting them to purchase the item. To prevent the appearance of impropriety, departments should coordinate all product demonstrations through the Purchasing Division.

Surveys/Testimonials/References

City employees should use professional judgement in completing surveys, providing testimonials or acting as a reference for a supplier or contractor. The Purchasing Division should be contacted for guidance on these matters.

Use of City Logo/Trademark

The City owns and retains all proprietary rights to its logos, trademarks, trade names, and copyrighted images ("Intellectual Property") and does not allow solicitation respondents to use such intellectual property. Unauthorized use of the City's intellectual property may constitute a trademark and/or copyright infringement in violation of federal, state and local laws and should be communicated immediately to the City Attorney's Office.

Revenue Procedures

Revenue-generating transactions follow the same purchasing guidelines and solicitation requirements used for the purchase of goods or services. Revenue-generating transactions include sales, commissions, leases, licensing services, copyrights, or other intangible assets. Solicitations that include a revenue activity must include audit procedures which have been reviewed by the Finance Department. Contact the Purchasing Division for further information and instructions as most of these transactions are unique and must be handled on a case-by-case basis.

Disposing of Surplus Property

The City Manager, or designee, shall have the discretion to classify City property/equipment valued at less than \$100,000.00, as surplus if it is obsolete or the continued use of which is uneconomical or inefficient. Qualifying property/equipment may be disposed of for value without bids to any governmental unit or if the property is without commercial value, it may be donated, destroyed, or abandoned.

Property valued to be under \$5,000, may be disposed of in the most efficient and cost-effective means as determined by the City Manager through the Finance Department. Any sale of property the value of which is estimated to be \$5,000 to \$49,999.99 shall be sold only to the highest responsible bidder or by public auction.

All Property/equipment valued at \$100,000.01 and above shall be deemed as surplus by the City Commission and disposed of by such method as the City Council determines to be in the best interest of the City.

DEFINITIONS

For the purposes of this Purchasing Manual, the following terms, phrases and words have the meaning given herein.

Advertisement - A formal announcement of a solicitation, usually placed in a newspaper or on the Internet.

Agency – A local, state or federal governmental organization.

Appropriateness - The purchase should clearly serve a City function.

Bid - Any offer specifically given to the City in response to any solicitation.

Bond - A binding agreement and/or sum of money of financial collateral put up for security to guarantee the performance by a contractor of certain duties and obligations. A Bid Bond guarantees the bidder/proposer will enter into a contractual relationship with the City within a specified time after award of a contract. A Performance Bond guarantees the contractor will faithfully and timely complete the contract. A Payment or Materials Bond guarantees the contractor will pay all subcontractors and material suppliers. A Fidelity Bond guarantees repayment or replacement due to dishonesty or negligence destroyed by a contractor's employees or agent.

Business - Any corporation, partnership, individual, sole proprietorship, joint venture, joint stock company, or any other legal entity engaged in the commercial provision of commodities, services or labor.

Change Order - Any written modification to a contract or purchase order.

City - The City of Deltona, Florida.

City of Commission - The legislative body of the City of Deltona, Florida.

City Manager - The Chief Executive Officer of the City of Deltona, or designee.

Commodity - Various supplies, goods, merchandise, equipment and other personal property.

Construction - The process of building, altering, repairing, improving, or demolishing any structure or building, or other improvements including roadways, utilities, and facility site work.

Consultant - Professionals who are considered to have education, specialized knowledge, experience or abilities not generally available within City government. This includes but is not limited to: accountants, actuaries, appraisers, architects, artists, auditors, counselors, designers, economists, educators, engineers, financial analysts, lobbyists, management and systems analysts, medical practitioners, planners, promoters, researchers, scientists, sociologists, surveyors, trainers, and other professionals.

Contract - Any type of City agreement, regardless of what it may be called, for the purchasing, lease, or sale of commodities, services, real property, or the disposal of assets.

Contract/Real Estate Related – An agreement to obtain the professional services of attorneys (to include paralegals and expert witnesses including appraisers) for the acquisition by purchase or lease/rent of real estate or the lease or rental of property for use by the City.

Contract/Technical/Consulting Services – An agreement to obtain the professional services of architects, engineers, land surveyors, artists, construction contractors, construction managers, maintenance contractors and any other technically related

service providers.

Contractor - Any business or supplier or contractor that contracts to perform work or services or provides commodities to the City.

Department - Any Department, Division, or other unit in the City government that procures commodities, construction, or services.

Department Director - Any Department Head, the City Manager, the City Attorney, the Chief Operating Officer, the Chief Financial Officer, and any appointed Department Director, or successor titles.

Dollar Value – The maximum amount for a purchase that is authorized to be made by the designated City officials, and the initial value shall be adjusted on October 1 of each year if the Weighted Five-Year Average increases.

Emergency - Any condition that may affect the health, safety, and welfare of the citizens of City of Deltona, or one that stops or seriously impairs the necessary function of City government.

Fixed Asset - Any commodity that has a useful life of more than one year and a unit cost of five thousand dollars (\$5,000.00) or more.

F.O.B (Free on Board) - A legal term that determines where title passes from seller to buyer and who usually pays freight costs.

Formal Solicitation - A written solicitation that requires Commission approval.

Grant - A contribution, gift, or subsidy made for specific purposes, frequently made conditional upon specific performance by the grantee.

GSA (General Services Administration) - A federal government department that is responsible for the purchasing of most of the Federal Government Agencies.

Indefinite Quantity Contract (IQC) - Same as Master Agreement.

Invitation to Negotiate (ITN) - A written solicitation for competitive sealed replies to select one or more suppliers or contractors with which to commence negotiations for the purchasing of commodities or contractual services.

Irregularity - Any change or omission in a response that does not have an adverse effect on the City's best interests and does not affect the outcome of the source selection process by giving an offeror an advantage or benefit not enjoyed by any other offeror, and not inconsistent with applicable laws.

Master Agreement - A nonexclusive, indefinite quantity agreement. It is a tool to facilitate purchases when the exact quantity of a required commodity or service is unknown or may vary depending upon the department's requirements. It may also be called a Price Schedule contract, Requirements contract, or Term contract

MRO - Maintenance, Repair, Operations supplies. Supplies used in daily operations.

Offer - Any bid, proposal or quotation made to the City.

Offeror - Any business submitting an offer to the City.

Owner Direct Purchase (ODP) - Direct purchase of materials by the government entity for use in a public works construction project. Government entities use owner direct purchase programs to take advantage of their tax-exempt status to directly purchase materials for public works construction projects.

Piggyback - Purchasing a product or service in accordance with a contract awarded by another political agency.

Price Schedule - Same as Master Agreement.

Procurement - For this manual, it means the same as Purchasing.

Procurement Card - Same as Purchasing Card.

Professional Services - Technical, and/or unique functions performed by independent contractors whose business is the rendering of such services. This includes accountants, appraisers, attorneys, auditors, medicine and the medical arts, architects, engineers, surveyors, management and systems consultants, research, the arts and other professionals.

Proposal - Any offer specifically given to the City in response to a Request for Negotiation, Request for Statement of Qualifications or a Request for Proposals.

Purchasing/Procurement - Includes purchasing, buying, renting, leasing, bartering, or otherwise acquiring any commodity or service or construction. It also includes all functions that pertain to obtaining any commodity or service or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration, and disposal of surplus.

Purchasing Card - The VISA card issued by the City for small non-recurring purchases.

Purchasing Manager - The Purchasing Manager of the City of Deltona, or designee.

Pyramiding - Subdividing an order to circumvent the Purchasing Ordinance, Policies and Procedures.

Quote, Quotation - A statement of price, terms of sale, and description of commodities or services offered by a seller to the City.

Recurring Purchase - Two or more purchases/charges when the user has reason to believe additional purchases/charges would be incurred by the City within the next twelve months.

Respondent - A business that responds to a solicitation.

Responsible - Having the capability in all respects to fully fulfil the contract requirements and the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and having a record of timely and acceptable past performance that will assure good faith performance,

Responsive - Substantially conforming with all material respects to the requirements and criteria set forth in the solicitation.

Request for Proposal (RFP) - A solicitation to provide a proposal (offer) to the City. It is usually awarded on basis other than just price.

Request for Statements of Qualifications (RFSQ) - An invitation process used to select a contractor based upon the apparent qualifications submitted by the respondent.

Selection Committee - Any committee that has been delegated decision-making functions, directly or indirectly, by the City of Commission.

Service - The furnishing of labor, time, or effort by a contractor. This includes all construction.

Single/Sole Source - An item or service available from only one supplier.

Solicitation - Includes all documents, regardless of the media, whether attached or incorporated by reference, used for inviting offers.

Specification - Any description of the physical or functional characteristics, or of the nature of the supply or service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Standardization - The process of examining characteristics and needs for items of similar end usage and developing a single specification that will satisfy the need for most

or all purchases for that purpose.

Statement/Scope of Work (SOW) - The requirements that the offeror must complete for a contract. The requirements component of an Invitation to Bid, Request for Negotiation, Request for Statement of Qualifications, or a Request for Proposal.

Supplier – Any business or firm that supplies products or equipment to the City.

Supplies - All property, including but not limited to equipment, materials, insurance, and leases of real property, excluding land or a permanent interest in land.

Surplus Property - Any tangible personal property or real property in excess of the needs of the City and not required for its foreseeable need.

Task Authorization - A specific project tied to a continuing services or master contract with established terms and conditions.

Unauthorized Purchase - Any purchase, order, or Contract that is made by any City employee or official outside of the purview of the City of Deltona Purchasing Ordinance, and/or the Purchasing Manual & Procedures.

Vendor - Any business or firm that will be or has been awarded a contract by the City. A seller.