

# Purchasing Procedures



City of Clermont, Florida

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## **A. Purpose**

The purpose of this manual is to supplement the City's Purchasing Policy and to provide general orientation and procedural guidelines for all City Departments to use in procuring goods and services. The intent of these procedures is to provide a unified procurement system with centralized responsibility. Changes to these procedures shall be approved by the City Manager.

## **B. Scope**

These procedures shall apply to all departments in the City and expenditures of City funds regardless of their source.

## **C. Responsibilities**

### 1. Purchasing Department

The Purchasing Department is headed by the Purchasing Director and shall serve as the principal procurement officer of the City. The Purchasing Director may adopt operational procedures covering the internal function of the Purchasing Department and delegate rights and authority to subordinate purchasing agents.

The goals of the Purchasing Department and responsibilities of the Purchasing Director are to provide high quality professional service to internal and external customers and to establish a centralized purchasing function that accomplishes the following:

- Assure compliance with the laws and regulations that govern public purchasing in the State of Florida;
- Provides uniformity of procurement, open, fair, and competitive process for obtaining goods and services;
- Promotes cost efficiencies in the procurement of goods and services;
- Administration of a purchasing card program for efficient expenditures of funds within the guidelines of the Purchasing Card Procedures;
- Administration of a fuel card program and provide guidelines for administration;
- Administration of tangible and intangible personal property as well as provide guidelines in accordance with the Property Control Policy;
- Dispose of property items that have been declared surplus by the City Council in accordance with the Purchasing Policy;
- Provide expert assistance available to City employees.

## 2. City Attorney

The City Attorney and authorized designee in that office shall serve as legal counsel and provide legal services to the Purchasing Director as requested.

## 3. Unauthorized Purchases and Contracts

It is unauthorized for any City employee to order the purchase of, enter or make any contract for materials, supplies, and services within the purchasing approval limit of the Purchasing Director, City Manager or designee, or City Council. City employees are not authorized to bind the City into a contract for materials, supplies, or services without the approval of the Purchasing Director, City Manager or designee, and City Council. The City of Clermont shall not be bound by any purchase order or contract made contrary to these provisions.

### **D. Purchasing Ethics**

The City is committed to a purchasing process that fosters fair and open competition and is conducted under the highest ethical standards. To achieve these purposes, the Purchasing Department adheres to the professional standards of the National Institute of Governmental Purchasing (NIGP) Code Ethics. Those professional standards are:

- Seeks or accepts a position as head (or employee) only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization.
- Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant.
- Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served.
- Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.
- Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.
- Believes that members of the institute and its staff should at no time, or under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions.
- Keeps the governmental organization informed in order to preserve integrity as a professional manager.

- Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy and other protected characteristics.
- Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically, without discrimination.

In addition:

- The City will avoid unfair practices by granting all competitive respondents equal consideration as required by Federal, State, and City regulations.
- The City will conduct business in good faith; demanding honesty and ethical practices from all participants in the purchasing process.
- The City will promote positive respondent and contractor relationships by affording respondent representatives courteous, fair, and ethical treatment.
- The City will make every reasonable effort to negotiate equitable and mutually agreeable settlements of controversies with a respondent.
- The City will avoid involvement in any transactions or activities that could be considered to be a conflict between personal interest and the interests of the City.

Employees must not become obligated to any supplier(s) and shall not participate in any City transaction from which they may personally benefit. Except as may be authorized by applicable State law, no Council Member or employee shall accept gifts or benefit of any kind from prospective bidders, vendors or suppliers.

Except as authorized by applicable State law, no Council Member or employee shall bid for, enter into or be in any manner interested in any contract for City purchase.

No Council Member or employee shall seek to influence the purchase of a product or service from any supplier or vendor. This restriction shall not be construed to restrict persons from evaluating and appraising the quality and value of the product to be purchased or service to be rendered where the person's scope of employment contemplates advice and counsel with respect to the purchase.

The avoidance of actual or perceived conflicts of interest is a prerequisite to the efficient and sound operation of the City and maintenance of the public trust.

## **E. Lobbying**

Lobbying shall mean influencing or attempting to influence action or non-action or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any City solicitation including Request for

Bid, Request for Proposal, Request for Qualification, Request for Information or Quote Request through direct or indirect oral or written communication. Any evaluation committee member, City employee or elected official who has been lobbied shall immediately report the lobbying activity to the Purchasing Director.

Lobbying shall be prohibited on all City competitive selection process and contract awards in order to protect the integrity of the procurement process by shielding it from undue influences prior to contract award, resolved protest, or the competitive selection process has concluded. The prospective bidder or respondent may contact the Purchasing Department to address situations such as clarification and questions related to the procurement process or protest.

Lobbying of evaluation committee members, City employees, or elected officials regarding a City solicitation by the prospective bidder or respondent is strictly prohibited from the date of the advertisement until an award is final, any protest is finally resolved, or the competitive selection process has concluded. Any lobbying activities in violation of this section on behalf of the prospective bidder or respondent shall result in the disqualification or rejection of the Request for Bid, Request for Proposal, Request for Qualification, Request for Information or Quote Request.

## **F. Advertisement Requirements**

Advertisement of formal solicitations such as Request for Bids, Request for Proposals and Request for Qualifications shall be advertised at least once in a newspaper of general paid circulation which is published at least five (5) days a week in Lake County. The advertisement shall appear at least twenty-one (21) days prior to the last day set for the solicitation due date and at least five (5) days prior to any scheduled pre-submission meeting. The Purchasing Director, may shorten the twenty-one (21) day bid requirement to no less than seven (7) days based on emergency need, availability of competition, amount of the acquisition, etc., on a case by case basis. Other publications may be used in addition to this requirement to reach selected markets.

Formal solicitations for construction projects that are projected to cost more than \$500,000 shall be publicly advertised at least once in a newspaper of general paid circulation at least thirty (30) days prior to the response due date and at least five (5) days prior to any scheduled pre-submission meeting.

Quote Requests and Requests for Information are not required to be advertised in the newspaper.

Adequate public notice of solicitations shall be advertised given a reasonable time according to the table below.

Type	Times in Newspaper	Minimum	Recommended
RFB, RFP, RFQ	1	21 days	21-45 days
RFB – Construction projects over \$500K	1	30 days	30-45 days
RFI (Proprietary and sole source notice)	N/R	7 days	7-10 days
QR (Quotes between \$1,000 and \$9,999)	N/R	7 days	7-15 days
Addendum – (changing solicitation due date)	N/R	2 days	2-15 days

## **G. Purchasing Methods**

For purposes relating to the dollar threshold amounts indicated herein and Purchasing Approval section of these Procedures, the total cost of the purchase should be considered, not the cost of the individual items. In addition, purchases should not be artificially or purposely divided to circumvent the dollar threshold limits. A competitive bid process is a transparent method in which competing suppliers are invited by openly advertising the scope, terms and conditions, and evaluation criteria. The award is made to the lowest responsive and responsible bidder meeting the qualifications and specifications. The goal is to obtain goods and services at the lowest price by stimulating competition. The following methods shall be used in the purchasing of goods and services for the City:

### 1. Informal Purchasing

Informal purchasing may be used for the purchase of goods and services costing less than \$5,000. While written quotes are not necessary for goods and services costing less than \$5,000 or specifically excluded in applicable State law, every effort should be made to ensure goods and services are being purchased in the most efficient and cost effective manner possible. Only designated employees in each department shall be authorized to actually purchase the commodity, after the purchase has been approved.

### 2. Written Quotes

All purchases for goods and services whose total expected cost is between \$5,000 and \$14,999 must be accompanied by at least three (3) written quotes. Quotes may be obtained by each department or sent to the Purchasing Department to process. If

at least three (3) written quotes cannot be obtained, a written explanation of such must be approved by the Department Director and accompany the invoice for payment as supporting documentation. Regardless, the Purchasing Director reserves the right to obtain additional quotes.

Vendor selection and award must be based on qualifications of the vendor, acceptability of the product, delivery time, inventories, past performance, degree of compliance with requirements, price and other circumstances that will encourage delivery of the best goods and services.

### 3. Formal Quote Request

Purchases for goods and services whose total expected cost is between \$15,000 and \$24,999 must be obtained by the Purchasing Department. At the end of the quote, the Purchasing Department will provide the quote results to the end user department for review.

Vendor selection and award must be based on qualifications of the vendor, acceptability of the product, delivery time, inventories, past performance, degree of compliance with requirements, price and other circumstances that will encourage delivery of the best goods and services.

### 4. Request for Bid

A Request for Bid (RFB) is used when there is no considerable difference among the products or services that meet specifications, therefore the only difference is price. An RFB is used when the “what” and “how” is known. Goods and services estimated to cost \$25,000 or above shall be solicited by formal competitive solicitation such as Request for Bid (RFB). The Purchasing Director reserves the right to issue an RFB for purchases less than \$25,000. All RFBs shall include a purchase description and all terms and conditions applicable to the procurement. All RFBs shall be given notice, received, opened, processed, corrected, addition, withdrawn, and canceled in the manner described in this section.

#### a. Pre-Bid and Pre-Proposal Conferences

- i. Pre-Bid Conference: A pre-bid conference may be scheduled for Request For Bid where it is deemed advisable to allow potential bidders to consult with the Purchasing staff and the requesting department(s) to ensure clarity of the required goods and services, and to view the site where the work is to be performed if applicable.
- ii. Pre-Proposal Conference: A pre-proposal conference may be scheduled for all Request For Proposal. This conference may be scheduled in the middle of the solicitation period to allow enough time for respondents to

prepare for the conference, and to consider the information provided during the course of the conference.

- iii. Attendance: Attendance at the Pre-Bid and Pre-Proposal conferences by vendors is generally optional. However, attendance may be made mandatory depending upon the specific requirements of the project. Mandatory conferences may serve to limit competition and shall be the exception to the procedure.

b. Public Opening

- iv. Time of Receipt and Opening: Formal solicitations must be received by the Purchasing Department no later than the time and date specified in the solicitation. Responses received after such time for any reason will be marked late and shall not be opened. All responses to formal solicitations shall be opened in public at the date, time, and place designated in the solicitation in the presence of one or more witnesses. The name of each bidder, amount of each bid and other relevant information shall be recorded. The record of each bid shall be open to public inspection in accordance with Florida public records law.
- v. Acceptance and Evaluation: RFBs shall be unconditionally accepted without alteration or correction, except as authorized in these procedures. RFBs shall be evaluated based on requirements set forth in the solicitation, which may include criteria to determine suitability for a particular purpose. The solicitation shall set forth the evaluation criteria to be used. No criteria may be used in the RFB evaluation that is not set forth in the solicitation.
- vi. Late Responses: Late responses will not be considered for award. Vendors shall be contacted if their response is not submitted in a timely manner and given a choice of return of their response at their expense or destruction of response by the Purchasing Department. It may be assumed that acceptance of a late response will be an extremely exceptional event based on current case law precedent. The time clock in the City of Clermont Purchasing Department is the official time of which all formal solicitations are due.

c. Addenda

- i. Changes to the Solicitation: Any additional directions or modifications to the solicitation shall be issued as separate documents identified as changes to the solicitation. In order for a respondent to a solicitation be considered responsive, the addenda must be signed and returned with the response unless the addenda explicitly provides otherwise.

c. Addition to RFBs

- i. Exceptions to RFB Requirements: After the solicitation due date, an otherwise low respondent shall not be permitted to delete exceptions to RFB conditions or specifications which affect price or substantive obligations. However, such bidder shall be permitted the opportunity to furnish other information called for by the RFB and not supplied due to oversight, so long as it does not affect responsiveness.
- ii. Waiver of Technicality: Information shall not be considered after the response due date if it has been specifically requested to be provided with the response. The response shall be considered responsive only if it substantially conforms to requirements of the RFB as it relates to pricing, surety, insurance, specifications, and any other matter stated in the RFB. A minor or non-substantive lack of conformity on these matters may be considered a technicality or irregularity, which may be waived. A minor or technical irregularity is a variation from the RFB or RFP solicitation which does not affect the price or give the respondent an advantage or benefit not enjoyed by others, or does not adversely affect the interests of the City.

d. Correction of RFBs

- i. Mathematical Errors: Errors in extension of unit prices or in mathematical calculations may be corrected by the Purchasing Director or designee prior to award. In all cases of errors in mathematical computation, the unit price shall not be changed. All corrections shall be done in pencil and initialed.
- ii. Voluntary Reduction of Price: The City may accept a voluntary reduction from the low respondent after the public opening, if such reduction is not conditioned on and results in the modification or deletion of any condition contained in the RFB. A voluntary reduction may not be used to attain the lowest response.
- iii. Response Mistakes: No respondent shall be permitted to correct a response mistake (with the exception of mathematical errors) which could cause such respondent to have the low price and receive an award which otherwise would go to another respondent.

e. Cancellation of RFBs

- i. Cancellation or Postponement: Any time prior to the RFB due date and time, the Purchasing Director may cancel or postpone the solicitation due date or any other City solicitation in its entirety.
- ii. Rejection of All Responses After Due Date: After any vendor response is opened, any or all responses may be rejected by the Purchasing Director

including those responses in which there is only one offer, except when a Selection Committee has been established. When a Selection Committee has been established, the responsiveness of the offers shall be determined as stated in Section E.4.d. (Evaluation Committee) of these procedures.

f. Withdrawal of RFBs

- i. Withdraw Prior to Opening: Any respondent may voluntarily withdraw or amend their bid at any time prior to the solicitation due date by providing written notice to the Purchasing Director that their response should not be considered or that their response should be amended. Amendments should be forwarded to the Purchasing Department in the same manner as a formal solicitation.
- ii. Withdraw After Opening: After the solicitation due date, respondents shall not be allowed to withdraw a bid in less than ninety (90) days, or a specific time period stated in the solicitation with the following exceptions:
  - The respondent is alleging a nonjudgmental mistake of fact which is reasonably proven by the response backup documentation showing that the mistake is clerical and nonjudgmental but the evidence is not clear enough for correction of unit price.
  - The response is so outrageous at first view of a bid mistake, but a mistake cannot be corrected by correction of mathematical computation.
- iii. Unilateral Withdraw: Any respondent who unilaterally withdraws a response without permission before the ninety (90) calendar days have elapsed of the solicitation due date or a time specified in the solicitation, may be debarred. The Purchasing Director may waive this debarment for cause.

g. Responsiveness and Responsibility

The determination of a non-responsible or non-responsive respondent and the permitting of withdrawals or corrections of responses shall be the duty and responsibility of the Purchasing Director except when a Selection Committee has been established. When a Selection Committee has been established, the responsiveness of respondent offers shall be determined as stated in Section E.4.d. (Evaluation Committee) of these procedures. The Purchasing Director shall only recommend award to the responsive and responsible respondent of the best evaluated offer. All determinations of responsiveness and responsibility by the Purchasing Director, or allowance for a change in or withdrawal of a response shall be made in writing and maintained by the Purchasing Department.

*h. Pre-Qualification of Respondents*

Prospective respondents may be pre-qualified for particular types of major construction and renovation projects in the amount of \$100,000 or greater. Prospective respondents shall meet specific financial and experience criteria, and demonstrate the ability of the highest quality workmanship over a period of several years.

*i. Tie Responses*

If two or more respondents are tied, the tie may be broken and the successful respondent selected by the following criteria presented in order of importance and consideration as documented in the solicitation:

- i. Quality of the items or services provided if such quality is ascertainable.
- ii. Delivery time if provided in the response by the respondents.
- iii. Preference of businesses with drug-free workplace programs as defined in Section 287.087, Florida Statutes.
- iv. The vendor closest to the City of Clermont City Hall located at 685 W. Montrose Street, as determined by the Purchasing Director.
- v. If items 1-4 are not applicable, the tie breaker will be decided by flipping a coin.

When the criterion used to rank respondents ends up in a tie with two or more respondents, and it is necessary to break the tie, the tie shall be broken and the higher ranked respondent shall be selected by using the following criteria in order of importance and consideration:

- i. The vendor closest to the City of Clermont City Hall located at 685 W. Montrose Street, as determined by the Purchasing Director.
- ii. A re-vote pre-assessment of only the tied respondents.
- iii. Preference of businesses with drug-free workplace programs as defined in Section 287.087, Florida Statutes.
- iv. If items 1-3 do not break the tie vote, the respondent(s) shall be selected by the City Council.

*j. Reducing the Scope of Project and Negotiate*

In the event the results of a competitive solicitation exceeds available funds, as determined by the appropriate fiscal officer, and the low responsive and responsible bidder does not exceed such funds by more than five percent (5%), the Purchasing Director may proceed to negotiate with the low bidder to reduce the scope and adjust the bid price to bring the bid within the amount of available funds. The Purchasing Director is authorized to negotiate the scope of work and

adjustment of bid price in situations where time or economic considerations prohibit the re-solicitation of the bid.

k. Award of QRs and RFBs

All responses shall be awarded with reasonable promptness by written notice to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the solicitation. All awards shall be consistent with the purchase amount approvals stated in the Purchasing Policy and Section H of these procedures. Work shall not proceed until a Purchase Order has been issued or a contract is executed by both parties and Notice to Proceed has been issued.

l. Awarding to Second Low Respondent

If within ninety (90) calendar days after the response due date, the lowest offer is canceled, the approval authority, as stated in the Purchasing Policy and Section H of these procedures, may elect to recommend award to the next low respondent. The approver may award to the next respondent provided that:

- i. A determination is made that is in the best interest of the City to award based on the present responses;
- ii. The next low respondent agrees in writing to the extension of their price for the additional period of time.

m. Contingency Fees Prohibited

Solicitations, contracts, and purchases made shall prohibit the payment of any compensation or other consideration to any person contingent upon or resulting from the award or making of a contract with the City of Clermont or other than a bona fide employee working solely for the respondent.

n. Appeal Procedures

A respondent to a City solicitation may only appeal any determination, decision or recommendation of the Purchasing Director, in accordance herein. All appeals must be in writing and sent via certified mail or delivered in person to the City Manager within three (3) business days of issuance of such determination, decision or recommendation. The City Manager shall administer the appeal and will render a decision within seven (7) business days of receiving the appeal. The decision by the City Manager will be final and will represent the position of the City.

All appeals must set forth the specific reason and facts concerning the dispute. Any appeal based exclusively on disagreement with the technical judgment of

evaluators is subject to summary rejection unless there is clear and convincing evidence of arbitrary or capricious action in that regard. In the event of a timely appeal, the City shall not proceed further with the solicitation or with the award of the bid/contract unless the City Manager, after consultation with the Department Director(s) and City Attorney, forwards to the City Council a written request to award the bid/contract without delay in order to protect the public health, safety or general welfare and the City Council approves said request.

o. Public Records

Formal solicitations are not immediately subject to Florida's Public Records Act. Chapter 119.071 of the Florida Statutes exempts the City from allowing interested parties to examine sealed bids or proposals (formal solicitations) until such time as the City provides notice of an intended decision or within thirty (30) days after opening of a formal solicitation, whichever is earlier. Any and all materials initially submitted or subsequently submitted as part of a solicitation process shall become property of the City and shall be treated as City documents subject to typical practice and/or applicable laws for public records. Respondent should not submit any information in response to a solicitation which the respondent considers proprietary or confidential.

In the event the Purchasing Department rejects all responses to a formal solicitation and concurrently provides a notice to reissue the formal solicitation, the rejected responses to the formal solicitation shall remain exempt from the Florida Public Records Act until such time of notice of an intended decision concerning the reissued formal solicitation or the reissued formal solicitation is withdrawn. Formal solicitations shall not be exempt for longer than twelve (12) months after initial notice of rejecting all responses.

4. Request for Proposals / Qualifications

a. Conditions for Use of RFP

When it is not practical or advantageous to procure any specific supplies, services or construction by competitive sealed bidding, the Purchasing Director may determine that the use of competitive sealed proposals may be used. Proposals shall be solicited through a Request for Proposals (RFP) which should state as near as possible the functional or performance specifications for the end results desired. Proposals shall be given public notice, received, opened, processed, corrected, addition, withdrawn, canceled, etc., in the manner described in Section E and Section F.3. of these procedures.

b. Conditions for Use of RFQ

Requests for Qualifications (RFQ) may be used when it is determined to be in the City's best interest to evaluate the experience and qualifications of a service provider, without regard to price or prior to considering price. RFQs shall be given public notice, received, opened, processed, corrected, addition, withdrawn, canceled, etc., in the manner described in Section E and Section F.3. of these procedures.

When acquiring services for professional services such as architects, professional engineers, landscape architects, and registered land surveyors, the City shall comply with Chapter 287.055 of the Florida Statutes referred as the "Consultants' Competitive Negotiations Act" (CCNA) and shall be procured as provided in this section.

c. Evaluation Factors

The RFP/RFQ shall state the relative importance of all evaluation factors (including price for RFPs only) and state the number of points each evaluation factor may receive. Only criteria disclosed on the RFP/RFQ may be used to evaluate the items or services proposed.

d. Evaluation Committee

An evaluation committee shall evaluate qualifications and performance data that may be submitted by respondents. Each member shall not have a personal or financial interest in any vendor or firm that has submitted a proposal to the City. Each member must have a professional interest that the recommendations of the committee can be supported and defended legally and ethically; as well as, professional interest provide goods and services in the best value for the City. The Purchasing Director will chair the committee as a non-voting member. The Purchasing Director, with the assistance of City staff, will negotiate a contract with the top ranked respondent.

It is the responsibility of the committee chair to maintain order at meetings of the evaluation committee. Any person, who interrupts or otherwise disrupts the committee's deliberations or a respondent presentation to the committee, may be removed from the meeting after warning by the chair. The committee chair shall adhere to proper procedures, fair and consistent evaluation of all proposers, and shall be in charge of all administrative processes and procedures concerning the committee and its deliberations.

The Purchasing Director shall provide recommendations as to the responsiveness of submittals; however, the selection committee shall determine

whether a firm is responsive. Committee members are subject to the provisions of the Florida Sunshine Law Chapter 286 and Public Records Law Chapter 119. Members of the evaluation committee are prohibited from discussing a submittal of any project with any firm whose proposal they are reviewing until such time as a final decision has been made. Questions received during the review period shall be referred to the Purchasing Director.

e. Evaluation Committee Composition

The evaluation committee shall consist of at least three (3) voting members based upon their expertise and association with the project. The committee may consist of subject matter experts and professionals from outside of City government as deemed necessary. The evaluation committee may be composed of the following:

- i. City Manager or designee from the City Manager's office.
- ii. The Department Director may serve and may appoint up to two (2) other members of the department.
- iii. Consultant or Project Manager contracted by the City for a specific project.
- iv. City Council member with interest in the project or with project expertise may be appointed by the City Council.
- v. Other voting members from the private sector who may have significant financial concern, interested in the project, or have special expertise, may be appointed by City Council or City Manager.
- vi. The Purchasing Director shall chair the committee as a non-voting member.

The committee chair shall provide a written summary of the proceedings. The written summary, at a minimum, shall set forth the names of the committee members present and the official actions taken by the committee. All committee members shall be free of conflicts of interest set forth by Chapter 112, Florida Statutes. The appointing authority shall not appoint a person to a committee whose service would create the appearance of a conflict of interest.

f. Receipt of Responses

Responses must be received by the Purchasing Director or designee at the time and place designated in the RFP/RFQ. A register of proposals is prepared that lists each respondent's company name and required submittals. The Evaluation Committee will review all responses.

*g. Scoring of Responses*

The evaluation committee will evaluate all responsive proposals and score them individually on their best judgment according to the evaluation process stated in the solicitation. All scores shall be totaled after the members of the evaluation committee have reviewed and evaluated the responses and a summary of all scores shall be prepared by the Purchasing Director. The completed evaluation forms from the committee will be collected by the Purchasing Director and maintained as part of the official file.

*h. Scoring Exception*

If only one proposal is received, the Evaluation Committee may choose to accept the proposal without scoring by using the following procedures.

- i. Shortlist Meeting: The Evaluation Committee will decide whether to interview the single respondent or reissue the solicitation.
- ii. Interview Meeting: The Evaluation Committee will interview the single respondent and approve or disapprove with a documented yes/no majority vote.

*i. Short List*

The evaluation committee may reduce the number of respondents (short list) for further discussion. The committee may require one or more respondents to conduct informal presentation prior to preparing their short-list.

*j. Ranking*

The evaluation committee or City Council may hold presentations with all short-listed respondents. The requirements of presentations will be the same for each firm short-listed. The evaluation committee or City Council, after discussions and presentations by each short-listed respondent, will vote on the ranking. The ranking shall be based on who will serve the best interest of the City.

*k. Negotiations*

The Purchasing Director, assisted by City staff, shall negotiate with the highest ranked respondent to perform services upon terms and conditions at a compensation which is determined to be fair and reasonable. If the Purchasing Director is unable to negotiate a satisfactory contract with the highest evaluated respondent, negotiations shall be formally terminated in writing. The Purchasing Director, assisted by City staff, shall then begin negotiations with the next respondent in accordance with the ranking order established by the Evaluation Committee. This process shall continue until an agreement is reached or the

short list is exhausted. When a short-list is exhausted, a new solicitation must be initiated.

#### I. Award of RFPs and RFQs

Award will be made to the responsive and responsible respondent taking into consideration the evaluation factors set forth in the RFP/RFQ and whose proposal is determined to be the most advantageous to the City. Documentation pertaining to the award will include the evaluations of all persons rating the proposals. At the successful conclusion of negotiations, a written contract will be awarded based on the recommendation of the evaluation committee. All awards must be consistent with the purchase amount approvals stated in the Purchasing Policy and Section H of these procedures. Work must not proceed until a contract has been executed by both parties and a Notice to Proceed or Purchase Order has been issued.

#### 5 Request for Information

A Request for Information (RFI) is a written solicitation for the purpose of gathering information about a product or service in order to make a decision. The RFI may also be used to collect detail information about potential suppliers and their capabilities; to advise potential suppliers of the City's intent to purchase a certain product or services; and to show that the City is acting in a fair manner and including all potential participants. The RFI may be utilized for any threshold dollar amount. All RFI's shall be administered by the Purchasing Department. Contract awards cannot be made on responses to an RFI.

#### 6 Response Rejections

In all of the above stated purchasing methods, the Purchasing Director has the authority to reject any or all responses after the solicitation due date when it has been determined that the respondent(s) is non-responsive or award recommendation is not in the best interest of the City. In the event of a Request for Proposal or Qualification, where there is an evaluation committee established to review the responses, the evaluation committee must authorize the Purchasing Director to reject any or all responses.

### **H. Exemptions From Competitive Purchase**

The following services are exempt from formal advertisement requirements; however, a competitive environment shall be maintained where feasible:

- Works of art for public places, art design and conservation services;
- Utilities, including but not limited to electric, water and telephone;

- Freight, tuition, postage, books, notary fees;
- Mileage, permits, petty cash, memberships, tax bills, miscellaneous refunds;
- Training and educational courses or programs, lectures or seminars; recreational instructors and services involving special skill, ability, training or expertise which are unique, original or creative;
- Special events sponsorship, corporate and media sponsorship agreements;
- Periodical subscriptions, publications, meeting rooms, media advertisement; copyrighted material;
- Sole source or proprietary purchases, proprietary annual maintenance and licenses;
- Acquisition of vehicles and equipment via surplus auction;
- Contracts between the City and governmental agencies or nonprofit corporations;
- Services provided by governmental agencies;
- Products or services manufactured or provided by inmates meeting performance specifications and quality.
- Tax and law service publication media;
- Legal services;
- Licensed health professionals, (e.g., Doctors, Nurses, Veterinarians) who provide services directly to patients;
- Acquisition of land and/or space requirements (purchase, lease or rental);
- Lobbyist for governmental agencies or legislative bodies;
- Any other item or service specifically cited within Chapter 287.057(5) of the Florida Statutes or approved by the City Council.

## I. Purchasing Approvals

The following purchasing approvals apply to City employees to purchase goods and services where the value of the full purchase is, or is expected to be, the following purchase amounts.

<b><u>Purchase Amount</u></b>	<b><u>Approver</u></b>
Less Than \$1,000	Supervisor or Manager

<p>From \$1,000 to \$14,999</p>	<p>Department Director or designee, if the cost of goods and services to be purchased is included in the approved budget for the department.</p> <p>City Manager or designee, if the item or service is <b>not</b> included in the approved budget for the department and a budget amendment is <b>not</b> necessary.</p> <p>City Council, if the item or service to be purchased is <b>not</b> included in the approved budget for the department and a budget amendment is necessary.</p>
<p>From \$15,000 to \$24,999</p>	<p>Purchasing Director or designee, if the item or service to be purchased is included in the approved budget for the department.</p> <p>City Manager or designee, if the item or service is <b>not</b> included in the approved budget for the department and a budget amendment is <b>not</b> necessary.</p> <p>City Council, if the item or service to be purchased is <b>not</b> included in the approved budget for the department and a budget amendment is necessary.</p>
<p>From \$25,000 to \$49,999</p>	<p>City Manager or designee, if the item or service to be purchased does <b>not</b> require a budget amendment.</p> <p>City Council, if the item or service to be purchased is requires a budget amendment.</p>
<p>\$50,000 or greater</p>	<p>City Council</p>

The City Manager or designee may approve and execute a contract not exceeding \$49,999 per year. Any contract exceeding \$49,999 on a multi-year basis shall be

awarded by City Council. This includes, but is not limited to, service or maintenance agreements, awards on proposals, competitive negotiated agreements and consultant agreements.

Work shall not begin until one of the following has been issued:

- Verbal notice to begin the work or delivery if less than \$1,000.
- Issuance of Purchase Order for goods and services over \$1,000.
- A contract is executed by the appropriate approver and a Notice to Proceed has been issued.

## **J. Requisitions and Purchase Orders**

### 1. Requisition

A requisition must be completed in the City's electronic purchasing system for any purchase of goods and services. Requisitions for purchases requiring a Supervisor or Department Director approval are optional. However, if a Department Director's approval or designee is required and a purchase requisition is not prepared, the Department Director's approval or designee must be documented in writing. All requisitions must include the vendor's name, mailing address, full description of items and services being purchased, quantity, unit price, and total amount to be paid. In addition, supporting documentation such as quotes, bid tabulations, contracts and proposals must be attached to the requisition for approval through the automated workflow process. The Purchasing Department may assist Departments in the review of requisitions to make sure adequate information is included.

### 2. Purchase Order

A purchase order is a requisition that has been approved in accordance with the approvals of the Purchasing Policy and Section H of these procedures. The purchase order document authorizes a vendor to ship goods, perform services and ultimately invoice the City for the stated amount. A purchase order is considered a legal document and in acceptance by a vendor constitutes a contract. Information relating to how to create a purchase order and its workflow can be found in the Purchase Order Manual.

### 3. Encumbrance of Funds

No employee of the City shall, except in cases of emergency, initiate a request for purchase if there are insufficient unencumbered funds in the appropriate account to be charged.

## **K. Change Order Approval**

A change order may be issued to make changes to a contract or purchase order. Change orders may include price change, omissions, correct errors or discrepancies in the scope and may include extension of time to complete delivery and performance. All change orders shall indicate the reason for the change and must be approved in accordance with the approvals of the Purchasing Policy and Section I of these procedures. If a change order is outside the original scope of services, a new solicitation must be issued for such service.

To avoid a delay in the progress of any project, the Purchasing Director, City Manager or designee may approve, without further Council action, a change order to an existing contract provided the change order is within the overall scope of the project, does not exceed the greater of ten percent (10%) of the original contract amount or \$100,000 for construction projects, or does not exceed \$49,999 for non-construction projects, and the funds are available in the approved budget for the Department. If the change order is in excess of the above threshold or if the increase in cost requires a budget amendment, the change order must be approved by the City Council. The Purchasing Director will ensure the scope of services is in accordance with the contract specifications.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be approved in writing by the City prior to the work commencing unless the delay in receiving City approval causes serious threat to the public health, safety or welfare, or will result in significant additional cost to the City due to delay. Under any circumstance, work to be performed under the change order shall not begin until all written approvals have been received. Any work completed by the contractor without required written approvals will be the sole responsibility of the contractor, not the City.

## **L. Contract Administration**

After award of any contract, the department using the service or designee will assume the role of Contract Administrator and will ensure that the City and the contractor are in compliance with the terms of the contract. In cases where the vendor does not adhere to delivery or specification the department must attempt to rectify the situation with the contractor and maintain written records of these attempts. In cases where a department is unsuccessful in resolving a breach of contract with the contractor, the matter shall be turned over to the Purchasing Director along with all documents for resolution. Resolution may include cancellation of the contract or appropriate legal action by City Attorney.

Complaints from contractors who believe they have been unfairly treated during the contract administration process may file a complaint with the Purchasing Director after

appealing to the Department Director. Complaints shall be submitted in writing to the Purchasing Director stating the basics and facts of the complaints within seven (7) calendar days after alleged unfair treatment. The Purchasing Director shall investigate and determine the validity of the complaint. If the complaint is not resolved by mutual agreement between the Purchasing Director, Contract Administrator, and the contractor, the Purchasing Director shall promptly issue a decision in writing after consulting with the City Manager and the City Attorney. The decision shall state the reason for the action taken and be furnished immediately to the complainant and any other party involved.

## **M. Fixed Price and Term Contracts**

**Fixed Price Contract** – Fixed price contracts have detailed requirements and price for the work. The price is obtained through a competitive solicitation process or is negotiated before the contract is finalized and does not change even if the contractor needs to expend more resources than planned. Firm fixed price contracts require the contractor to manage the cost of the work in order to make a profit. A fixed price contract may be prepared by the Purchasing Director or City Attorney, after award recommendation, and approval as per the Purchasing Policy and Section H of these procedures.

**Term Contract** – A term contract is a formal contract issued for specified time intervals (i.e., one to six years) as a result of a competitive solicitation process for specific goods and services to be purchased for the duration of the contract. Each goods and services on the term contract has a firm price or percentage discount. A term contract may be prepared by the Purchasing Director or City Attorney after award recommendation and is approved as per the Purchasing Policy and Section H of these procedures.

### 1. Contract Approval

The Purchasing Director, City Manager or designee is authorized to approve and execute contracts if the total contract amount does not exceed the Purchasing Approval limit (see Section I) and funds are available in the approved budget for the Department. This includes, but is not limited to, service or maintenance agreements, awards on proposals, competitive negotiated agreements, and consultant services agreements. All contracts with a total value of \$50,000 or greater, one-time or annual basis, shall require City Council approval.

### 2. Contract Amendment

The Purchasing Director, City Manager or designee, is authorized to approve any change to a contract that alters the terms and conditions or provide a change in the scope which total value does not exceed the Purchasing Approval limit (see Section I). Such changes must be signed and approved in a formal contract amendment. All

amendments with total contract value of \$50,000 or greater shall require City Council approval.

### 3. Contract Renewal

The Purchasing Director is authorized to renew approved contracts as long as such action is in accordance with the terms, conditions, and renewal period specified in the original contract and the total dollar amount of the contract is within the City's approved budget. Contract renewals beyond six (6) years from the date of the original contract shall require City Council approval.

### 4. Contract Extension

The Purchasing Director is authorized to extend approved contracts for a period of no more than one hundred eighty (180) calendar days when the extension serves the best interest of the City. Contract extensions exceeding one hundred eighty (180) calendar days shall require City Council approval.

### 5. Contract Price Adjustment

Term contract(s) may be awarded with provisions for upward or downward price adjustments provided this allowance is part of the original solicitation and the adjustments are based on a nationally recognized or published index or other criteria acceptable to the City.

## **N. Government Agencies Contracts (Piggyback)**

Supplies and services may be purchased from other governmental agency contracts without additional competitive solicitation if:

- The documents and selection procedures used by the other government agency are consistent with the City's Purchasing Policy and Procedures, and the government agency and contractor permits the City to purchase from the established contract at the same or better terms and pricing, without financial responsibility to the originating government agency.
- The purchase is approved in accordance with all requirements of these procedures and a purchase order, contract, or amendment is executed.

It is the responsibility of the department to transmit this type of information to the Purchasing Director when requesting a piggyback purchase. The Purchasing Director has the right to deny the piggyback purchase if a direct competitive solicitation would be more beneficial.

Any such purchase above the approval limit of the City Manager must be presented to the City Council for approval.

#### **O. Bid Bond**

A bid bond may be required for all competitive bids or proposals when the price is estimated to exceed \$100,000. The amount of the bid bond shall have a minimum of five (5) percent of the total bid or proposal amount. The bid bond shall be provided by a surety company authorized to do business in the State of Florida. When a solicitation requires a bid bond, noncompliance requires that the bid or proposal be rejected.

#### **P. Performance and Payment Bonds**

Performance and payment bonds shall be required at the discretion of the Purchasing Director. The requirements for performance and payment bonds shall be stated in the solicitation documents. A performance and payment bonds shall be executed by a surety company and presented to the Purchasing Director prior to issuance of a notice-to-proceed or purchase order.

#### **Q. Insurance Requirements**

The Purchasing Director shall require the contractor and all subcontractors to provide adequate insurance coverage for the duration of the contract. The minimum insurance requirements shall be indicated in the solicitation documents.

#### **R. Cooperative Purchases**

It may prove advantageous for the City and other government agencies to explore the possibility of combining their requirements for certain commodities and issue a joint cooperative RFB or RFP. The Purchasing Department may participate in a cooperative agreement for the procurement of supplies and services, with one or more governmental agencies, in accordance with an agreement entered into between the participants. Such cooperative purchases may include federal, state, local or cooperative organizations.

#### **S. Online Procurement**

The City may conduct procurement transactions by electronic means. The City may electronically post solicitations, determinations and other matters related to procurement on a centralized internet website designated by the City for this purpose.

## **T. Single or Sole Source Purchases**

Single or sole source purchases of product or services may be made without competitive bids or proposals when the Purchasing Director, after conducting a good faith review of available sources, determines in writing that there is only one (1) reasonable source and is not suitable for competitive solicitation. Such review may include issuing an RFI of intent to single or sole source the product or service. Single or sole source awards may be made as an exception to the other procurement methods prescribed in these procedures under the following circumstances:

- Where the compatibility of equipment, accessories, or replacement parts permits one (1) reasonable source of supply;
- Where the supplies or services available from a single source are needed for trial use or testing;
- Where the unique and specialized expertise of one (1) source of supplies or services is unlikely to be obtained from any other source.

Such purchases shall require the approval of the Purchasing Director. The Purchasing Director shall conduct negotiations when appropriate as to price, delivery and terms. A letter or statement from a dealer, distributor or manufacturer is required.

**NOTE:** Lack of planning or funding are not valid reasons for a single or sole source purchase.

## **U. Emergency Purchases**

Emergency conditions may arise where purchases must be made immediately to protect the health, safety or security of citizens. It may also be a condition that stops or seriously impairs the necessary function of the City. Justifiably, these purchases may have to be made without adhering to the traditional purchasing procedures. Emergency conditions include hurricane or other severe storm conditions, similar catastrophes or disorders, equipment failures, public employee strikes, civil disorders or any other condition that may be declared an emergency by the City Council.

To authorize procurement pursuant to an emergency, the City Manager or designee unless the City Council has already declared a state of emergency, must determine in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the City warrants bypassing the normal bid procedures contained herein and requires emergency action.

All emergency purchases must be authorized and approved by the City Manager or designee.

## **V. Direct Negotiation**

The City Manager may authorize the Department Director, with the assistance of the Purchasing Director, to enter into negotiations with one or more vendors for the supply of goods and/or services when any of the following conditions apply:

- The goods and services are deemed necessary by the City Manager as a result of an emergency which would not reasonably permit the use of any other procurement process;
- No bids are received from a formal solicitation such as RFB, RFP or RFQ;
- The extension or reinstatement of an existing contract would prove more cost effective or beneficial;
- All responses from a formal solicitation such as RFB, RFP or RFQ were non-responsible or responsive;
- The lowest bid received exceeds the approved budget and it is impractical to re-bid;
- Goods and services are available from a single source;
- Unique circumstances in which the City Council finds that using competitive bidding is not in the best interest of the City.

## **W. Surplus Property**

The Purchasing Director may dispose of all surplus inventory property and fixed assets in the manner provided by the Property Control Policy and the Purchasing Policy. The Purchasing Director shall request all end of life inventory to be declared surplus by the City Council. No City employee or relative of that employee shall be permitted to purchase surplus goods to be disposed except by successfully bidding at a public auction. Property declared as surplus cannot be transferred from one Department to another.

## **X. Indemnification**

To the extent allowed by law, all contracts for goods and services shall provide that the contractor shall indemnify and save harmless the City and employees from any injuries or damages received by any person during any operations connected with the contract, by use of any improper materials, or by any act or omission of the contractor or contractor's subcontractors, agents, servants, or employees.

## **Y. Compliance with All Applicable Laws**

If any situation where compliance with this manual will place the City in conflict with State or Federal law or the terms of any grant, the City shall comply with such Federal or State

law, grant requirements, or authorized regulations which are mandatorily applicable and which are either not reflected in these procedures or are contrary to the provisions of this procedures.

### Applicable Florida Statutes

The following statutes expressly apply to the City's purchasing of goods and services, and it is advised that personnel review such statutes in conjunction with this manual:

§ 119.01, Fla. Stat., Providing access to public records.

§ 180.24, Fla. Stat., Contracts for [utility] construction; bond; publication of notice; Responses.

§ 255.20, Fla. Stat., Advertising for competitive Responses or proposals [construction projects].

§ 255.0525, Fla. Stat., Contains notice requirements concerning the solicitation of competitive Responses for projects costing over \$200,000.00.

§ 274.05, Fla. Stat., Surplus property.

§ 274.06, Fla. Stat., Surplus property alternative procedure.

§ 287.055, Fla. Stat., Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.

§ 287.057, Fla. Stat., Procurement of commodities or contractual services.

§ 287.084, Fla. Stat., Preference to Florida businesses.

§ 287.087, Fla. Stat., Preference to businesses with drug-free workplace programs.

§ 287.092, Fla. Stat., Preference to certain foreign manufacturers.

§ 946.515, Fla. Stat., Use of goods and services produced in correctional work programs.

## **Z. Definitions**

The following words, terms, and phrases, when used in the Purchasing Department, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Addenda: A written change, addition, alteration, correction, or revision to a QR, RFB, RFP, RFQ or RFI during a solicitation process.

Agreement: An understanding, usually in writing, between the City and contractor, under which the contractor agrees to certain performances as defined in the agreement and the City agrees to compensation for the performance rendered in accordance with the conditions of the agreement. The terms Agreement and Contract are used interchangeably.

Amendment: A method of changing the terms and conditions or requirements of an agreement beyond what is specifically provided for in the agreement. All amendments must be approved with equal formality as the original contract signed by the appropriate awarding authority based on the total amount of the amended contract.

Award: The acceptance of a bid, offer, or proposal by the proper governmental approval authority.

Best Interest: A judgmental assessment of what will result in the most advantageous action on behalf of the City in the absence of policy, ordinance, law or regulation.

Best Value: A procurement method that emphasizes value over price. The best value might not be the lowest cost and is generally achieved through RFPs and RFQs.

Bid Bond: An insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event a specific bidder fails to sign the contract as bid. If the bidder does not sign the contract, the deposit is forfeited in its entirety.

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

Business: Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

Change Order: A written order issued on or after the effective date of the agreement to correct errors, specifications, delivery point, quantity, price, period of performance, omissions, or other provisions in an agreement or purchase order by mutual action of the parties to the contract. Change orders may also be used to cover overruns and freight costs, or to meet unforeseen field, regulatory and market conditions.

Construction: The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real

property owned or under the control of the City of Clermont. It does not include the routine operation, repair, or maintenance of existing structures, buildings, or other real property.

Consultant's Competitive Negotiations Act (CCNA): The common name for Section 287.055 of the Florida Statutes, as amended, concerning the procurement of architectural, engineering (including testing), landscape architecture, registered land surveying, and mapping services. These services shall be procured by Request for Qualifications (RFQ).

Continuing Contract: A contract for professional services entered into for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million or for study activity if the fee for professional services for each individual study does not exceed \$200,000.

Contract: An agreement for the procurement or disposal of supplies, services, or construction.

Contract Administrator: Shall be assigned by the department and will assume all duties and responsibilities to monitor the performance and completion of the scope of work and assure compliance with contract documents and specifications.

Contractor: Any person having a contract with the City of Clermont to perform a service. The term contractor and vendor are used interchangeably.

Contractual Services: The services provided by a contractor of its time and effort rather than the furnishing of specific commodities, supplies, materials, goods and equipment.

Cooperative Purchasing: A procurement activity, in which the City participates either as a lead or participating agency, to purchase commodities and services in cooperation with other governmental agencies.

Data: Recorded information regardless of form or characteristic.

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

Electronic: Means electrical, digital, magnetic, optical, electromagnetic, or any other similar technology.

Employee: An individual employed by the City of Clermont drawing a salary or wages, whether elected or not, and any non-compensated individual performing personal services for such a governmental body.

Evaluation Committee: A group of persons appointed to evaluate, rank in preferential order, those firms or individuals interested in providing services in response to a Request for Proposals (RFP) or Request for Qualifications (RFQ).

General Services: Support services performed by an independent contractor requiring specialized knowledge, experience, or expertise. The service rendered does not consist primarily of acquisition of equipment or materials. A general service provides a measured outcome of work completed. Writing computer code or providing a packaged system is a general service, drawing plans is a general service. Additional examples of general services are: pest control, janitorial, catering, security, and maintenance of equipment. General services are normally procured through Request for Bid (RFB) or Requests for Proposals (RFP). Purchasing of general services may include subjective evaluation factors of the submitting firms.

Governmental Agency: Any agency of the Federal, State, or any local government.

Grant: The furnishing by the Federal Government, State Government, or Municipality of assistance, whether financial or otherwise, to any person to support a program authorized by law. It does not include an award whose primary purpose is to procure an end product, whether in the form of supplies, services, or construction; a contract resulting from such an award is not a grant but a procurement contract.

Informal Purchase: Any purchase below the mandatory formal bid amount.

Materially Unbalanced Response: A response which generates a reasonable doubt that award to the respondent submitting a mathematically unbalanced response will result in the lowest ultimate cost to the City; or which is so mathematically unbalanced as to result in an advance payment.

Mathematically Unbalanced Response: A response containing lump sum or unit response items, which do not reflect reasonable actual costs, plus a reasonable proportionate share of the respondent's anticipated profit, overhead costs, and other indirect costs.

May: Means the procedure is optional. (Failure to comply with "May" generally will not be a matter of responsiveness.)

Multiple-Award Contract: Contracts which provide awards to more than one respondent for the same item. These contracts may be used by the Purchasing Department, only when it is determined by the Purchasing Director that the use of more than one respondent is in the best interest of the City.

Negotiations for Professional Services: The act of determining terms, conditions, and prices for the performance of professional services. A negotiation team shall negotiate with the top ranked candidate from the competitive selection of respondents, in an attempt to reach agreement on a contract for the provision of services to the City of Clermont.

Owner Direct Purchase: A tax savings method for large dollar materials and equipment purchases in awarded agreements to contractors.

Piggyback Purchasing: A procurement activity that allows the City to make purchases directly from state contracts, national contracts and other government agency contract when deemed to be in the best interest of the City.

Procurement: Buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services or construction. It also includes all functions that pertain to obtaining any supply, service, or construction including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Professional Services: Services, the value of which is substantially measured by the professional competence of the person performing them, are not susceptible to realistic competition by cost of services alone. Professional services shall include, but not be limited to: services customarily rendered by architects, engineers, surveyors, certified public accountants and financial personnel systems, planning, and management consultants; designing a computer system; and designing a building. A professional service generates solutions with very little direction from the government.

Proprietary Item or Service: Any item or service essential to the day-to-day operation of the City which, in the judgment of the City Manager, is not readily available from more than one supplier, manufacturer, or person. Proprietary may, when so determined by the City Manager, be applied to any other material and services that are in their nature unique and/or not readily subject to competition or whereby specifications cannot clearly be drawn or when time is of the essence.

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

Purchase Order: A purchaser's document to formalize a purchase transaction with a respondent, conveying acceptance of a respondent's proposal. The purchase order should contain: statements as to quantity, description, and price of the supplies, services, or construction ordered; applicable terms as to payment, discounts, date of performance, and transportation; and other factors or suitable references pertinent to the purchase and its execution by the respondent.

Purchasing: Buying, renting, leasing, or otherwise acquiring any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection, and solicitation of sources, preparation, and award of contracts and all phases of contract administration.

Purchasing Card: A form of credit card utilized by trained and authorized City staff to make and pay for purchases through the credit card provider on behalf of the City.

Purchasing Director: The individual in charge of the central purchasing organization of the City.

Purchasing System: The online program used by departments to enter requisitions and create purchase orders.

Quote Request (QR): An informal request for prices normally used for purchasing below the mandatory formal bid amount. The request for quotations includes all documents whether attached or incorporated by reference included in a solicitation of quotations.

Request for Bid (RFB): A written solicitation prepared and issued to procure products or services with easily definable characteristics. It is normally used when the “what” and “how” is known. The respondent with the lowest price is awarded provided the minimum criteria for the bid is met.

Request for Information (RFI): A written solicitation prepared and issued for the purpose of seeking information or obtain reactions from the industry about a product or service by a certain time and date. An RFI may be used during the market research phase of an acquisition to assist identifying potential proposers, approaches, prices, of other relevant information.

Request for Proposal (RFP): A solicitation for respondents to provide a solution to a problem. An RFP is characterized by description of the desired results and a scale of how the proposals to obtain these results will be evaluated. RFP's include a price proposal which is a part of the evaluations. Limited negotiation on any part of the RFP is permissible. The RFP includes all documents, whether attached or incorporated by reference, utilized for soliciting proposals.

Request for Qualifications (RFQ): A method of selecting a respondent whereby all respondents are invited to submit a "Request for Qualifications" and are "short listed" by an appropriately appointed evaluation committee. Discussions are held with at least the top three firms who are ranked by preference, and negotiations being initiated with the best rated firm. If negotiations are unsuccessful, they shall be terminated and negotiations shall proceed with the other firms in order of their ranking. Eventual selection is made of one firm with which negotiations take place.

Respondent: An actual or potential supplier of an item, service, or construction, who submits a response to a solicitation.

Responses: The offer received by a potential supplier in response to a solicitation.

Responsible: A person who has the capability, in all respects, to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, and credit which will assure good faith performance.

Responsive: A person who has submitted a response, which conforms in all material respects to the requirements stated in the solicitation.

Scrap Supplies: Those that can no longer be used either safely or economically for any purpose except for their possible salvage value.

Services: The furnishing of labor, time, and effort by a contractor, not involving the delivery of a specific end product other than reports, which are merely incidental to the required performance. (This term shall not include employment agreements or collective bargaining agreements but shall include both professional and general services.)

Shall, Must and Will: Means the procedure is mandatory.

Should: Means the procedure is recommended.

Signature: A manual or electronic identifier or the electronic result of an authentication technique attached to or logically associated with a record that is intended by the person using it to have the same force and effect as a manual signature.

Single Source: A commodity that can be purchased from multiple sources but in order to meet certain functional or performance requirements (repairs, parts, matching existing equipment or materials) there is only one economically feasible source for the purchase.

Sole Brand: The only known brand or the only reasonable brand capable of fulfilling the needs of the City.

Sole Source: A sole source purchase is the acquisition of a good or service for which there is only one source that can provide the good or service, and an equal product or service is not available from any other source.

Solicitation: Any document which requires public notice requesting responses to provide supplies, services, or construction items.

Specifications: Any description of the physical or functional characteristics, or the nature of a supply, service, or construction item. It may include a description of any requirements to be satisfied by a product, material, or process indicating the procedures to determine whether the requirements are satisfied.

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

Surplus Property: Any personal property belonging to the City, which is capable of being used but is in excess of the normal operating requirements of the City as determined by the department director and approved by City Council.

Term Contract: A contract in which a source of supply is established for a specified period of time for specified services or supplies. Term contract is usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price. The award authority is based on the current known requirements as indicated in the response document.

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

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

Written or In Writing: The product of any method of forming characters on paper, other materials, or viewable screens, which can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.

  
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**Darren Gray, City Manager**

12/3/19  
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**Date**