



PURCHASING MANUAL

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Purchasing Manual

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Purchasing Manual

I. The **Purpose** of the Purchasing Manual:

- A. Outline uniform practices, principles, and procedures to be followed in the performance of the purchasing function.
- B. Provide per the City Charter that an opportunity for competition shall be given in any instance involving purchases or contracts.
- C. Provide general orientation and procedural guidelines for city personnel to support cost-effective operational management and services. as desired by the City.
- D. Promote public awareness of bid opportunities to support inclusion of appropriate purchasing activity for competitive business owners who provide a commercial useful product or service purchased by the City.
- E. Establish reasonable standards against which the Internal Audit Department and outside auditors can measure the performance of the Purchasing Division's functions.

MISSION

The primary objectives of the Purchasing Division are to procure maximum quality, value, and service, with the goal of promoting fair transactions that result in obtaining the greatest value for each dollar of expenditure by the City.

The Risk Management Department's Purchasing and Stores Division of the City of Lakeland is responsible for the procurement and distribution of materials, supplies, equipment, and services at the lowest possible cost, consistent with the quality needed for city departments to provide the very best service to the public.



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BASIS OF AUTHORITY

The City Charter provides for the creation of the purchasing function and prescribes certain legal and administrative requirements.

“The City Manager shall be responsible for the purchasing of all supplies, materials and other matters or things necessary for the operation of the affairs of the City of Lakeland, both in its governmental and proprietary capacity. A purchasing department may be created as hereinabove provided, to conduct all purchases and sales of real and personal property which the City Manager or City Commission may authorize. All sales and conditions of all contracts for the furnishing of work, labor and material shall conform to such regulations as the City Manager or City Commission may prescribe, but in any case, if an amount in excess of the amount established by ordinance or resolution, opportunity for competition shall be given. This section shall not preclude purchases without opportunity for competition being provided in cases of emergency where the existence of an emergency and the need for purchasing in the manner chosen are confirmed by the City Manager and documented in the appropriate department's files, and shall not apply to purchases which are made from the sole source of supply of such materials or services.”¹

Further, pursuant to Ordinance No. 5850, dated November 16, 2020:

“All sales and conditions of all contracts for the furnishing of work, labor and material shall conform to such regulations as the City Manager or City Commission may prescribe, including those set forth in the City of Lakeland’s Purchasing Manual, but in any case, if an amount in excess of Five Thousand Dollars (\$5,000.00) be involved, opportunity for competition shall be given.”

PURCHASING MANAGER

The Purchasing Manager shall serve as the principal officer for the purchase of all goods and services for the City. As such, the Purchasing Manager is delegated certain administrative responsibilities by the City Manager. Since it is not practical for the City Manager to become involved in all purchasing decisions, the Purchasing Manager must make every attempt to represent the management philosophies of the administration which he/she serves and to report in a timely fashion to his/her superior’s key information regarding the purchasing functions.



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PURCHASING DIVISION RESPONSIBILITIES AND FUNCTIONS

- A. Purchasing and Stores is a service division which has been established to assist all City departments in the effective acquisition of goods and services in an orderly, fair, timely and economical manner. It also serves the public to assure that City business is transacted in an open and fair atmosphere.
- B. The centralization of purchasing and stores provides consistency and regulation of the City's resources, record keeping, and the economies of standardization, volume purchasing and warehousing.
- C. The Purchasing Division is also an administrative resource division establishing guidelines for City departments and providing governance over the purchasing process in an effort to avoid inefficient or unauthorized purchases, meeting the needs of the City departments promptly and efficiently, insuring that all purchases are made in the best interest of the City. In addition, the Purchasing Division obligation is to ensure there is competition in accordance with the City's Charter, ordinances/resolutions, administrative policies, and Purchasing Manual.
- D. Central Stores is an integral part of, and subordinate to, the purchasing function. It exists to efficiently regulate purchased goods for the convenience of City departments, providing those goods for both routine and emergency use in a timely and cost-effective manner.
- E. The Purchasing Division staff is responsible for administering Purchasing Procedures: initiating reports necessary to permit analysis of purchasing performance; approving purchasing related contracts; dealing fairly with all potential sources of supply; consolidating purchases of like or common items; obtaining fair prices for goods and services; and determining how to impact cost savings and coordinate purchasing and contracting procedures for the City.
- F. Specific purchasing staff responsibilities, duties and functions include:
 - 1. Develop purchasing objectives, programs and operating procedures for the purchase and contracting of all goods and services.
 - 2. Act as the City's representative on all matters pertaining to purchasing.



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3. Assemble plans and/or specifications in cooperation with user department/divisions and agencies that are subsequently included in Invitations to Bid, Requests for Proposal and Requests for Quotation.
4. Consolidate requisitions and purchases of like or common items to obtain the maximum economic benefits and cost savings and explore the possibilities of buying “in bulk” to take full advantage of quantity discounts. Such consolidation may include requirements of a single department/division or multiple departments/divisions.
5. Work with departments/divisions to establish standardization of goods and services, where practical, within a competitive environment.
6. Promote good will and public relations between the City and its vendors. Encourage full and open competition wherever possible. Ensure fair and equitable business dealings for vendors in accordance with the City Charter, ordinances/resolutions, administrative policies and Purchasing Manual. Remain well-informed of current developments in the field of purchasing, including but not limited to prices, market conditions and new products. Secure for the City the benefits of research conducted in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations, private businesses and private organizations.
8. Maintain a current vendor database to provide possible sources of supply for all goods and services purchased by the City. The database may include a description of vendors’ commodities and their Small Disadvantaged Business Enterprise and Women Minority Business Enterprise status.
9. Identify vendors who default on their contracts with the City and recommend an action of suspension or debarment by the Purchasing Manager.



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CENTRAL STORES PROCEDURES

Central Stores Warehouse and the storage yard is a restricted area. Only authorized City employees are permitted within the Warehouse. Inventory at Central Stores Warehouse and the storage yard will be issued only to City personnel and City authorized Contractors who present proper documentation. This may be a material request form, standard bill of material, or a valid work order number or account code. All material from the warehouse and storage yard must be accounted for at the time it is picked up and an issue ticket or other approved document must be completed at time of receipt of material by the using department or contractor. No material is to leave the Central Stores Warehouse or the storage yard without this documentation.

- A. Returning Material - Material issued and unused may be returned to Central Stores for credit if in re-salable condition, in a standard unit of issue and if still an active warehouse stock item. A credit will be issued at the time of return to the user department.
- B. Items stocked in the Central Stores Warehouse are exclusively for City purchase and use. Warehouse items will not be sold to the public. Items may be loaned on a replacement basis to other municipalities during emergency situations.



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METHODS OF SOURCE SELECTION

PURCHASE REQUISITION

A. Policy

1. The Purchase Requisition serves to inform the Purchasing Division of the needs of the user department/division and to correctly define the goods or services requested.
2. A Requisition should not be used merely for pricing or product research during budget preparation. The Purchasing Division will conduct research, if so requested, upon receipt of a memorandum from a City department.

B. Procedure

1. Within the City's financial software, the approval process for purchase requisitions is controlled electronically through a system of routing that encompasses a requisitioner and at least one approver for purchase requests.
2. The requisitioning department/division should enter the requisition, and when it is complete, submit the requisition. If further approvals are not required, the requisition will immediately be transmitted to the Purchasing Division. If further approvals are required, the requisition will automatically be transmitted to the person authorized to make the approval.
3. Once the requisition is approved, it will be electronically forwarded to Purchasing for a Purchase Order to be created. If the requisition is denied by any of the approvers, the requisitioner will receive electronic notification along with the reason the requisition is denied.

PURCHASE ORDERS

A. Policy

A Purchase Order authorizes a vendor to ship goods or perform services at a predetermined dollar value, and subsequently invoice the City for the stated amount of the Purchase Order issued by the City or an amended amount agreed to



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by both parties. Only the Purchasing Division issues purchase orders and emergency purchases as outlined in this Manual.

B. Procedure

A computer-generated Purchase Order will be issued upon receipt of a properly authorized requisition; after receipt of competitive quotes/bids, when applicable; after a determination is made that funds are available (bids); or after City Manager or City Commission approval, as required.

CHANGE ORDERS

A. Policy

A Change Order shall be processed by Purchasing to adjust, revise, terminate or cancel a purchase order.

B. Procedures

1. A Change Order relating to a purchase order equal to or **greater than \$25,000** or increases the original purchase order amount in excess of \$25,000 shall be authorized and approved by the City Manager or authorized designee and approved by the Purchasing Manager.
2. A Change Order relating to a purchase order with a **value less than \$25,000** and does not increase the original purchase order in excess of \$25,000, shall be authorized and approved by the Purchasing Manager.
3. All Change Orders shall be accompanied by adequate documentation clearly explaining the necessity of the Change Order.
4. A Change Order must be submitted and approved prior to the start of any work or the ordering of supplies associated with the Change Order. The only exception to this requirement will be for bona fide emergency work, services or purchases as set forth in this Purchasing Manual and the City Charter.



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APPROVAL THRESHOLDS

The Purchasing Manager is authorized and empowered to purchase or contract for equipment, commodities and services for City purposes when the amount to be paid by the City is up to **\$25,000**. “The City Manager is hereby authorized to make purchases and enter into contracts, purchase orders, change orders, task authorizations or such other documents as may be required, to purchase goods, supplies or services as may be necessary and consistent as with his purchasing duties set forth in the City Charter in an amount not to exceed **\$50,000**. The City Manager is also hereby authorized to exercise his discretion to establish, by administrative policy, spending authority for his department heads, division heads or other subordinates consistent with sound and prudent business practices, **not to exceed \$25,000.**”¹ The City Commission shall approve contracts and task authorizations **over \$50,000**.

SMALL PURCHASES (QUOTATIONS)

Written quotations shall be obtained utilizing available current vendors and suppliers. All quotations in excess of **five thousand dollars (\$5,000)** must be documented on the purchasing requisition.

If at least two (2) quotations are not possible, purchasing staff will make a written determination of vendor source and shall document these transactions for the purchasing file.

¹Pursuant to Resolution No. dated July 7, 2014.



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SOLE SOURCE PURCHASES

Occasionally it is necessary to replace an item with an exact duplicate available from one vendor. Also, there may be certain products or services which are so unique that they can only be supplied from one source. Such uniqueness would warrant that only one reasonable and practicable source exists to supply a specific good or service, because:

(1) they are proprietary, or available from only one source, and for which there are no competitive alternate sources, or

(2) standardization of equipment and/or maintenance, warranty, or other justifiable economic factors. These are known as “sole source” purchases and according to our policies and procedures, the requirement for competition may be waived if the following conditions have been met:

- A. Attempts to identify alternate suppliers have been made and documented.
- B. An explanation of the uniqueness of the product or service is given; accordingly, it is the responsibility of the requisitioner to justify and explain the need for any “sole source” purchase. Documentation must be provided through the Sole Source Justification Form or Notice of Intent to Sole Source. Use of either form is contingent upon consultation with the Purchasing Manager.
- C. Purchasing and/or the originating department may negotiate with a sole source provider under the following circumstances/examples:
 1. The needed product or service is available from only one known source, and such determination has been made by the Purchasing Manager.
 2. If there exists more than one responsible source, and a competitive process cannot reasonably be used or, if used, will result in a substantially higher cost to the City, will otherwise injure the City's financial interests or will substantially impede the City's administrative functions or the delivery of services to the public.
 3. The product or service is utilized for experimental trial or testing.
 4. The product is purchased for resale.



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5. A product or service is purchased from, or a sale is made to, another unit of government.
6. The product is a component or replacement part for which there is no commercially available substitute and is only available from the manufacturer, sole distributor or provider.
7. A specific material or service is required in order to standardize or maintain standardization for the purpose of reducing financial investment or simplifying administration.
8. The needed product or service may be available from more than one source. However, due to documented advantages such as uniqueness, vendor qualifications, timeliness, etc., a sole source purchase may be initiated when such determination has been justified that there is only one practicable and reasonable source, with confirmation by the Purchasing Manager.



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EMERGENCY PURCHASES

Emergency purchases for goods and services may be made in the event of a disruption of essential operations caused by a natural or manmade event or civil unrest, or when there exists a potential or actual threat to the public's health, welfare or safety requiring disaster preparedness, or when the protection or preservation of public property (collectively referred to as an "emergency") would not be possible through normal purchasing procedures; provided that such emergency purchases shall be made with competition as is reasonably practical under the circumstances. A written determination of the basis for the emergency purchase and why a specific vendor was selected shall be prepared and filed accordingly with the Purchasing Division.

In an emergency which requires immediate purchase of goods and/or services and which are not expected to exceed \$50,000, the person designated per the City Manager shall have the authority to secure or cause to be secured, at the lowest obtainable and reasonable price(s), the goods and/or services necessary to alleviate the emergency.

The City Manager (or authorized representative), may also approve purchases in excess of \$50,000 when deemed in the best interest of the health, safety or welfare of the City to alleviate the emergency.

Emergency purchases in excess of \$50,000 may be reported at the next regularly scheduled meeting of the City Commission by the City Manager.



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COMPETITIVE SEALED REQUESTS FOR PROPOSALS (RFP) AND REQUESTS FOR QUALIFICATIONS (RFQ)

A. Policy

1. Sealed Requests for Proposals (RFP) and Requests for Qualifications (RFQ) are procurement methods utilized due to the uniqueness of the need for a specific good or service and a bid is not appropriate. RFP's and RFQ's are established around general guidelines and necessity, rather than a firm specification. These competitive procurement alternatives should generally only be used when no fixed criteria exist.
2. Sealed RFP's and RFQ's require a degree of detail from the vendor and shall be applied in the same manner, procedurally, as formal sealed bids, requiring advertising when deemed necessary.
3. Competitive sealed bid, once the evaluation is completed, the award is made on an objective basis to the lowest responsive and responsible bidder. Competitive sealed request for proposals, the quality of competing products or services may be compared, and evaluation made between the price and quality of the products or service offered.

B. Procedures

1. The Purchasing Manager assigns the competitive procurement process to a Purchasing Agent to review for clarity and completeness.
2. Key events and dates are scheduled for the request for proposal review and issuance, public notice, the pre-proposal conference, the proposal opening, evaluation, and the preparation of the purchase order.
3. The requirements, request for proposal package and bidder's notification list are reviewed and approved by the Purchasing Manager and the originating department.
4. Proposal notifications are issued to all-bidders on the City's appropriate products and/or services list.



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5. A pre-proposal conference with vendors may be appropriate, depending on the complexity of the specifications or scope of work to be performed. When pre-proposal conferences are held, meeting questions may be recorded. If changes are made to the specifications, an addendum is prepared and issued to all vendors who have received a request for proposal. The addendum will be posted on the Purchasing Division web portal.
6. Proposals arriving in Purchasing before the opening date and time are filed until the bid opening. All proposals received are date stamped.
7. The proposals are opened publicly, in the presence of two (2) or more witnesses, at the time, date, and place designated in the request for proposals. The name of each offeror, a description suitable to identify the commodity or service and such other information as is deemed appropriate are read aloud or otherwise made available. Pricing, however, is not announced at an opening for an RFP.
8. The evaluation and scoring process is done in accordance with the Selection Committee Procedures.
9. Upon completion of the selection committee process a Notice of Intent to Award is issued and requests required insurance certificates, indemnification agreements, bonds or other contractual documents from the vendor.



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COMPETITIVE SEALED BIDS

A. Policy

1. Except as provided below, all purchases or contracts in excess of **thirty-five thousand dollars (\$35,000)** shall be procured by Invitation to Bid or Request for Proposal. All such purchases shall be made based on of the lowest responsive and responsible bidder.
2. The Purchasing Manager shall maintain posting notices via the internet, accessible to the public where all advertisements for bids and/or bid abstracts may be posted.
3. Exceptions to sealed bid and award method include:
 - a. Other Governmental Agency Contracts – The Purchasing Manager procures commodities, materials, equipment and services from the State of Florida, Federal Government (GSA) and other governmental entity contracts when deemed to be in the best interest of the City. When purchasing is using another agency contract (piggybacking), City requirements should be considered.
 - b. Emergency and sole source purchases – Purchases made under emergency conditions shall be consistent with the policies and procedures set forth herein.

B. Procedures

1. On the time and date specified, the Invitations to Bid will be opened and recorded in the presence of Purchasing staff. **Bids will not be accepted after the time set for the bid opening.** The official clock for recording time is the Bid time clock located in the Purchasing Bid Room. Abstracts will be available for review by anyone interested, at an appropriate time as determined by the Purchasing Manager.
2. Department managers/supervisors or their designees, will review the bids and recommend to the Purchasing Manager the vendor(s) to receive the award based on being the lowest responsive and responsible bidder meeting specifications. The Purchasing Agent will then issue a Notice of Intent to Award.



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3. After a bid has been opened, a bidder is not permitted to withdraw or alter their bid, or any deposit, which may have been made.
4. **TIE-BIDS:** In the event two (2) or more vendors have submitted the lowest and best bids, price and service considered, the bids shall be awarded by drawing lots in public.
5. For non-agreement purchases not requiring City Commission approval, the date of issuance of the Notice of Intent to Award is the effective date unless otherwise indicated by the Purchasing Manager. In the case of an option of renewal, the effective date of the renewal will be the date following the expiration of the previous term.
6. For agreements, the date entered in the text portion of the contract will be the effective date. If no date is indicated, the date the contract is fully executed will be the effective date.
7. After approval of the award, the Purchasing Manager or designee will notify the successful bidder. The normal means of notification is by email or issuance of a purchase order; however, the Purchasing Manager will notify the successful bidder of the award by the most expedient and practical means available.



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SPECIFICATIONS, BID INVITATION AND AWARDS

TYPES OF SPECIFICATIONS

Specifications take many forms, some of which are more complex than others. The three major types of specifications are:

- **Performance**
- **Design**
- **Combination of Performance and Design**

Technical specifications are designed to assist the Purchasing Division and requisitioning department to ensure that the quality and service will fulfill the requirements for which the equipment, materials, commodities or services are intended.

RESPONSIBILITY FOR SPECIFICATIONS

- A. The Purchasing Division maintains a library of specifications from previous solicitations and has access to other entities' examples through the National Institute of Governmental Purchasing (NIGP) for equipment, commodities, materials and services.
- B. The originating department will prepare the technical specifications for equipment, materials, commodities or services in coordination with the Purchasing Division.
- C. The Purchasing Manager may suggest modifications or alterations to the specifications to accommodate competitive bidding.
- D. Should the Purchasing Manager and requesting department fail to resolve the differences; the specifications will be referred to the Director of Risk Management & Purchasing or designee for resolution.

POLICIES

- A. General

The purpose of a specification is to serve as a basis for obtaining a supply or service adequate and suitable for the City's needs. This should be done in a cost-



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effective manner, considering the total cost of ownership and operation, as well as the initial acquisition cost. It is the practice of the City that specifications permit maximum attainable competition consistent with this purpose. Specifications should be drafted with the objective of clearly describing the City's requirements.

B. Design/Performance Specification

Specifications should, emphasize functional or performance criteria while limiting design or other physical descriptions to those necessary to meet the needs of the City. To facilitate the use of such criteria, originating departments should endeavor to include as part of the principal functional or performance needs to be met.

C. Reference-Bidders Qualification and Experience

Bidders may be required to furnish evidence of qualifications and past experience in the type of work as outlined in the specifications, to include specific experience for a particular service or project.

All bidders must obtain and maintain the necessary licenses to perform the required work.

D. Pre-Qualification Requirements

Pre-qualification requirements included in the Bid, not met by the submitted Bid, the Bid may be deemed non-responsive.

E. Familiarity with Laws

The bidder is expected to be familiar with all Federal, State and Local laws, Ordinances, Codes, Rules and Regulations that in any manner affect the work. Special attention is called to, but may not be limited to, the Americans with Disabilities Act (ADA) and the local environmental ordinances. Ignorance on the part of the bidder in no way relieves the bidder from the responsibility of compliance with all said laws, ordinances, rules and regulations.

F. Commercially Available Products

It is the general practice of the City to purchase standard commercial products whenever possible. In developing specifications, accepted commercial standards should be used, and unique requirements should be avoided to the extent viable.



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G. Permits

The Contractor is responsible for obtaining any permits necessary to complete the work covered by an order at its own expense prior to starting any work under an order.

DEVELOPMENT OF SPECIFICATIONS

A. The purchase description or specification should include the essential physical and functional characteristics necessary to express the minimum requirements of the City, such as:

1. Common classification or description
2. Kind of material, (i.e., type, grade, class, alternatives, etc.)
3. Electrical data, if necessary
4. Dimensions
5. Size or capacity
6. Principles of operation
7. Environmental conditions
8. Intended use, including location, operating conditions, and acceptable product levels within the range of products available in the commercial marketplace
9. Equipment with which the item is to be used
10. Other pertinent information that further describes the commodity or service required

B. The following are guidelines for the preparation of a specification:

1. State exactly what is desired in clear and concise terms.
2. Provide the means or basis for monitoring deliveries for conformance with the specifications.
3. Avoid non-essential quality restrictions that add to cost and difficulty in procurement without adding to utility and value.
4. Avoid definitions that unnecessarily restrict competition.
5. Conform to established commercial and industrial standards.



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C. Alternate Specifications

Alternate Specifications involving two or more designs, functional or performance criteria may be proposed if they will satisfactorily meet the City's requirements and are permitted in bid documents.

D. Contractual Terms - Not to be Included

Specifications must not include any solicitation or contractual terms or conditions such as the time or place for the bid opening, time of delivery, payment, liquidated damages, or qualification of bidders. These clauses shall be included in a separate attachment identified as a boilerplate example of the type of contract that will be required of the successful bidder. This is the responsibility of the Purchasing Division.

E. Use of Existing Specifications

If a specification for a common or general use item has been developed, or if a qualified products list has been developed for a particular commodity or service, it should be given consideration unless the originating department makes a determination that it is not in the City's best interest and that other specifications should be used.

F. Brand Name or Equal

Brand name or equivalent specifications may be used in identifying product when it is determined that:

1. No other design or performance specification or qualified products list is available;
2. Time does not permit the preparation of another form of purchase description not including the brand name;
3. The nature of the product or the nature of the City's requirements makes use of the brand name or equivalent specification suitable for the procurement; and
4. The use of brand name or equivalent specifications is in the City's best interest.



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G. Designation of Several Brands

Brand name or equivalent specifications should designate three (3), or as many different brands as are feasible, as “or equivalent” references and must state that the substantially equivalent products designated will be considered for award.

H. Qualified Products List (QPL)

A qualified products list may be developed when testing or examination of commodities prior to issuance of the solicitation is desirable when necessary to best satisfy the City’s requirements. When developing a QPL, a representative group of potential suppliers must be solicited in writing to submit products for testing and examination to determine acceptability for including on a qualified products list. Any potential supplier, even though not solicited, may offer a product for consideration. Inclusion on a QPL must be based on results of tests or examinations conducted in accordance with prior published requirements.

I. Detail of Specifications

Bids and quotations should be based on concise but adequate specifications. Lengthy specifications composed or designed solely for the purpose of eliminating competition other than those able to supply a particular brand name should not be used except when no other type of specification can be drawn. Specifications should be detailed to provide a basis for full and fair competitive bidding upon a common standard and should be free from any restrictions, which would limit competition.

J. Revision of Specifications Due to Budget Constraints

Should it be determined, after bids have been opened, that the bid received exceeds the budgeted amount and additional funds are not available, bids may be rejected. The scope of the specifications may be revised in an effort to comply with the established budget and revised specification.



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PRE-BID/PROPOSAL CONFERENCE

A. Policy

1. The pre-bid/proposal conference is a meeting of potential bidders or offerors, the Purchasing Agent and originating department technical representative(s).
2. The Invitation for Bid/Proposal stipulates the time, date, and location of the pre-bid/proposal conference, which should be as soon as possible after the issuance of invitations and will indicate whether it is mandatory or non-mandatory requirement. The Purchasing Division is responsible for coordinating with the department the appropriate date for the conference and conducting the conference.
3. At the pre-bid/proposal conference, the department technical representative(s) and Purchasing Agent shall review the specifications in detail, explaining the scope, objectives, and techniques as part of the contentions therein. Clarification may be provided at the conference so long as the specifications or conditions are not altered to the advantage of a bidder.
4. Those areas of concern raised regarding specifications, conditions, or alternatives are addressed as soon as possible after the completion of the conference by Purchasing and originating department. When a decision is made to change the specifications, all bidders are formally notified by a written addendum to the Invitation to Bid or Request for Proposals.
5. A mandatory pre-bid/proposal conference may be required at the discretion of the City when deemed to be in its' best interest to do so. The originating department will justify the need for such a requirement to the Purchasing Agent. Mandatory conferences are held to ensure that potential vendors understand the complexity of the project or scope of service needed to provide the work therein. Mandatory conferences may however, hinder completion. If a specification is written concisely, there should be very little need for a mandatory conference. The mandatory conference shall be included in the public announcement.

B. Procedures



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1. During the pre-bid/proposal conference, the specifications are thoroughly reviewed and discussed with all parties in attendance. Subsequent to the conference, any changes to the specification will be reflected in an addendum prior to bid/proposal Submittal. No changes to the specifications may be made unless all prospective bidders are notified by an addendum clearly identifying such changes.
2. Once a decision has been reached on the essential changes to the specification, all bid/proposals must be based upon the revised specification and no substitutes will be granted without prior approval from the City.

SITE VISITS/INSPECTIONS RELATIVE TO SPECIFICATIONS

It may be a requirement for Bidders to inspect the proposed work location prior to bidding. Department Representative(s) will be available to direct Bidders to the general work areas by appointment.

Bidders are required to contact the appropriate Department Representative and set up a site visit for each location listed; this information is provided in the bid document.

The site visit may be conducted by the originating department and may be included in the pre-bid/proposal conference. The site visit allows the potential vendor to become familiar with the location in which the work is to be performed or relativity thereof. Prior to the site visit, the vendor will be required to sign a City of Lakeland Release of Liability which will be included in the bid documents. The vendor is to include the signed Release of Liability in the bid/proposal Submittal.

ISSUANCE OF ADDENDA

A. Policy

1. Occasionally after bids/proposals are solicited, but prior to bid opening or Submittal time, changes to the specifications, delivery schedules, quantities, etc. may be needed. Ambiguous provisions need to be clarified, or errors and oversights corrected which may or may not have been brought to the attention of the Purchasing Division by the potential supplier.
2. Verbal changes must not be made, and interpretations of a material consequence must not be made verbally to potential bidders. All bidders who have received an Invitation to Bid or Request for Proposal must be informed officially in writing by a bid/proposal addendum of any such



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changes that are made. This action is necessary to ensure that all bidders are bidding on the same basis and have the same information and understanding of the requirements.

B. Procedures

1. Originating department's representative(s) shall submit to the Purchasing Division for review, information to be included or edited in proposed addenda.
2. All addenda must be signed by the Purchasing Manager or designee, processed on City letterhead and reference the Bid/RFP title and number in a timely manner.

Bidders must acknowledge receipt of all addenda in their bid Submittal at the designated time, date, and location. Bids may be rejected due to failure of vendors to acknowledge receipt of addenda. The Purchasing Manager, however, has discretion to consider a bid responsive without addenda acknowledgement.

BID BOND/DEPOSITS

When the Purchasing Manager deems it necessary, a bid bond/bid deposit will be prescribed in the public notices inviting bids. Unsuccessful bidders will be entitled to return of their bid bond/bid deposit upon request to the Purchasing Manager. A successful bidder may forfeit any such bid deposit required by the Purchasing Manager upon failure on its part to enter into a contract within the specified time after the award. Bid deposits (bid bonds) may include a cashier's check.

PUBLIC CONSTRUCTION BONDS

A Public Construction Bond will be required on all construction contracts **in compliance with Section 255.05 of the Florida Statutes** in an amount equal to the contract price, as a guarantee of good faith that the Bidder will execute the work in accordance with the terms of the contract, and that the Bidder shall make payments for all labor, material and supplies used directly or indirectly for the work.

INDEMNIFICATION STATEMENT

It is the City's standard policy to require vendors and contractors who we do business with to indemnify the City. The Risk Management & Purchasing Director or designee will only



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make deviations from this policy at the sole option of the City when it is determined to be in the City's best interest. Specific criteria can be found in the individual bid documents.

INSURANCE REQUIREMENTS

Prior to the City purchasing goods and/or services, the vendor shall procure and maintain, at the vendor's own costs, for the duration of the contract and any extensions, insurance as required by the City in connection with the scope of work or services hereunder by the vendor, vendor's agents, representative, employees or subcontractors. The cost of insurance shall be included in the vendor's bid.

All insurance shall be obtained from an insurance company or insurance agent licensed to do business in the State of Florida.

Specific criteria can be found in the individual bid documents.

PUBLIC NOTICE

Public Notice means the required notification or advertisement of an Invitation to Bid, Request for Proposal, or other competitive solicitation, to be given to prospective vendors for a reasonable period of time as determined by the Purchasing Manager, which shall, for all purchases at a minimum include:

- US mail or email public notices to prospective vendors on an applicable bidders list maintained by the Purchasing Division, and
- Post Public Notices on the Purchasing Division website

For the purchase of Capital construction – advertisement of the public notice will be done in accordance with Florida State Statute.

ALTERNATES

Unless otherwise provided in an Invitation to Bid or Request for Proposals, an ALTERNATE submittal may be included in the plans, specifications, and/or proposals. When included, the Bidder or Offeror shall indicate on the proposal the cost of said alternate and sum to be deducted or added to the Base Bid. Such alternate(s) may or may not be accepted by the City. If approved, it is at the City's discretion to accept said alternate(s) in any sequence or combination therein.



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SUBSTITUTION

Each Bidder/Offeror represents that the bid is based upon requirements described in the bidding documents and that such commodities, equipment, materials and services fully meet the requirements of the Bidding Documents.

Whenever, any material, item, product, system or process is specified by trade name or name of manufacturer or vendor to establish class or standard required, any other material, item, product, system or process, considered equal by the originating department may be accepted.

In each instance, the material, item, product, system or process specified by trade name or name of manufacturer or vendor shall be considered as a standard basis for bidding and to ensure a uniform comparison of bids, the contractor shall base the bid/proposal on the particular material, item, product, system or process identified.

Should a contractor decide to substitute a material, item, product system or process other than that named in the specifications, the contractor shall attach to the proposal at the time of submission, a separate sheet upon which shall be listed the pre-approved materials, items, products, systems or processes which the contractor desires to substitute.

No substitution will be considered unless a written request has been submitted to the Purchasing Division for approval in the time specified. Each request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, samples, performance and test data, references and other data or information necessary for complete evaluation. A written approval must be issued by the City or its authorized designee for the substitution to be fully accepted.

EVALUATION OF DEVIATIONS AND METHOD OF AWARD

- A. Only bids from responsive and responsible bidders are to be considered. A **responsive** bidder is one who has submitted a bid, which conforms in all material respects to the bid terms, conditions, and specifications.

A **responsible** bidder has demonstrated the financial capacity and experience to perform on the contract as specified.

- B. Deviations in bids may be either material or immaterial and minor in nature.

- C. Material deviations may not be waived in order to make an award. Material deviations are those that go to the substance of the bid, which **affects** the



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price, quality, or delivery of the materials or services offered and is prejudicial to the rights of other bidders. Illustrative examples include:

1. Failure to meet minimum specification (e.g., the required horsepower in a truck).
 2. Failure to provide the requested item (e.g., the type of pump needed in a water plant).
 3. Failure to provide a designated or firm price as requested.
 4. Failure to use forms as designated in the bid document.
 5. Failure to provide necessary bonding.
- D. Immaterial or minor deviations are those that will not alter award of the bid. These may be clarified with the bidder or bidders. Illustrative examples included but not limited to the following:
1. Failure to submit requested brochures, catalogs or samples with the bid providing the name of manufacturer and/or model number has been included in the proposal.
 2. Failure to extend unit prices or where there is an error in extension of price.
 3. Failure to sign bid document.
- E. An award will be made to the lowest responsive and responsible bidder whose bid meets the intent and criteria set forth in the bid documents.



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BID DISPUTES

Policy

The City of Lakeland encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner without fear of retribution on the part of a vendor or person, the following procedures are adopted.

Procedures

Problems which occur before the published bid opening date shall be immediately reported to the City's Purchasing Manager. It is in all parties' best interests to correct errors or to resolve conflicts informally before bids are opened. The Purchasing Manager shall make a good faith effort to promptly correct an error, resolve a conflict or to offer a satisfactory explanation of the City's position to the concerned party. The Purchasing Manager may use his discretion to issue addenda or to postpone the receipt or opening of bids in order to resolve such reported problems.

For those conflicts that cannot be resolved informally, the following bid dispute procedures shall be used. These procedures shall only be used after the published date for receipt of bids. The Purchasing Manager may, but is not required to, waive technical non-compliance with this procedure. At the option of the City, any bid dispute submitted to the Purchasing Manager may be immediately escalated to the City Manager for final disposition. Also, at the City's option, response periods may be extended if necessary.

1. If a conflict or complaint arises in regard to the manner in which the bids were received or in regard to the manner in which bids were opened, or in regard to a conflict which occurred during the pre-bid period, the complaining party must notify the Purchasing Manager of the precise nature of the conflict/complaint in writing no later than 5:00 P.M. of the second City business day after the date of the bid opening. This written notification will be processed as a bid dispute according to these procedures.
2. For any other conflict or complaint regarding the bid, it is the responsibility of the complaining party to notify the Purchasing Manager of the precise nature of the conflict/complaint in writing no later than 5:00 P.M. on the fifth City business day following the date of issue of the City's "Notice of Intent to Award." Such written notification by the complainant will be processed as a bid dispute according to these procedures.



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Note: The City's "Notice of Intent to Award" will be issued by e-mail. The date of issue is established at the time the City's "Notice of Intent to Award" is FAXED, e-mailed or mailed. Bidders are strongly advised to provide valid FAX numbers and e-mail addresses with their bids since U.S. Postal Service may not be timely.

3. Complaints/conflicts that do not meet the requirements described above shall be rejected by the Purchasing Manager and shall not be given any consideration as a bid dispute.
4. A party initiating a bid dispute is advised that all issues alleging error must be raised in writing within the initial bid dispute document. A bid dispute may not be amended, modified or supplemented in any fashion after submittal to the Purchasing Manager. Any appeal of the Purchasing Manager's response to a bid dispute shall also be absolutely limited to the issues raised in the initial complaint.
5. The Purchasing Manager shall carefully review each issue raised in a bid dispute submittal and shall respond to the complainant in writing via email of his decision regarding those issues by 5:00 P.M. on the second City business day following receipt of the bid dispute document.
6. If the complaining party chooses to appeal the decision of the Purchasing Manager, a copy of the original bid dispute document shall be submitted to the Director of Risk Management & Purchasing by 5:00 P.M. on the second City business day following the date of issue of the Purchasing Manager's response. A short statement may accompany this appeal explaining why the Purchasing Manager's response was not satisfactory, however no new issues may be raised by the complainant within this appeal.
7. The Risk Management & Purchasing Director will review the appeal, discuss the appeal with the City Manager or his representative and make a recommendation. The decision of the City Manager (or designee) regarding the bid dispute will be the City's final administrative reply. This response will be issued by 5:00 P.M. on the third City business day following the receipt of the appeal.



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PROCEDURES FOR CONTRACTING FOR PROFESSIONAL SERVICES COVERED BY CONSULTANTS' COMPETITIVE NEGOTIATION ACT

I. INTRODUCTION

A. PURPOSE

The purpose of these procedures is to ensure the City's compliance with Section 287.055 of the Florida Statutes referred to as the "Consultants' Competitive Negotiation Act" (CCNA). The following is intended as a summarization of the sections of the CCNA that are most frequently used by the City in the acquisition of services for architects, professional engineers, landscape architects, registered surveyors and mappers. (For complete text, refer to the Florida Statutes.)

The CCNA requires the City to announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project, the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO.

These procedures establish guidelines by which architects, professional engineers, landscape architects, surveyors and mappers are to be selected for jobs with the City. The criteria includes that these firms should be chosen on the basis of professional personnel; whether or not a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current and projected workloads of the firms; and the volume of work previously awarded to each firm by the City, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.

There is nothing in the Act that precludes the City from entering into a continuing contract. The Act defines a "continuing contract" as a contract for professional services entered into in accordance with all the procedures of the Act between the City and a firm whereby the firm provides professional services to the City for projects in which construction costs do not exceed \$4,000,000; study activity when the fee for such professional service does not exceed \$500,000; or work of a specified nature as outlined in the



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contract required by the agency, with no time limitation except that the contract must provide a termination clause.

B. DEFINITIONS

CITY – City of Lakeland, a political subdivision of the State of Florida.

CITY MANAGER – City Manager of Lakeland, Florida, or his/her designee.

COMPENSATION -- The total amount paid by the City for professional services.

FIRM – Any individual, firm, partnership, corporation, association or other legal entity permitted by law to engage in architecture, engineering, landscape architecture or land surveying services in the State of Florida.

PROFESSIONAL SERVICES – Those services within the scope of practice of architecture, professional engineering, landscape architecture or registered land surveying, as defined by the laws of the State of Florida; or those performed by any architect, professional engineer, landscape architect or registered land surveyor, in connection with their professional employment or practice.

PROPOSAL – An executed formal document submitted by to the City by a qualified firm or individual which states the professional service offered to satisfy the need as requested in the Request for Proposal.

PURCHASING MANAGER – Purchasing Manager of City of Lakeland, Florida, or his/her designee.

USING DEPARTMENT – The unit of City of Lakeland government, which initiates the project and/or utilizes the final product of the professional services work.

II. PROCEDURES

A. PUBLIC ANNOUNCEMENT

Whenever professional services covered by the Act are required, the responsible department shall prepare a public announcement. The announcement shall be published, at a minimum, in the Lakeland Ledger on at



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least one (1) occasion. Announcements may also be sent directly to professionals on file with the Purchasing Division. The announcement shall contain a general description of the project and specify procedures on how interested parties may apply for consideration.

B. PROFESSIONAL SERVICES SELECTION COMMITTEE

1. COMMITTEE COMPOSITION

Competitive Selection Committee shall be identified for each selection. The composition of the Committee may vary from selection to selection. When practical, the Committee shall have no fewer than five (5) members. *The Purchasing Department shall be responsible for coordinating and monitoring the activities of the Committee during the review and selection process.*

2. Meetings of the Professional Services Selection Committee shall be noticed in accordance with Florida statutes.

3. CONTACT WITH CONSULTANTS DURING REVIEW PROCESS

Members of the Professional Services Selection Committee are prohibited from discussing a submittal on any project with any firm whose proposal they are reviewing until such time as a final selection has been made. Questions received during the review period shall be referred to the Purchasing Division.

C. COMPETITIVE SELECTION

1. RECOMMENDATION FOR SELECTION

For each project, the Competitive Selection Committee shall evaluate current statements of qualifications and performance data for each firm which has responded to the public announcement for that project. The Committee shall conduct discussions with no fewer than three firms regarding qualifications, their proposed approach to the project, and their ability to perform the required services. If fewer than three (3) firms respond to the public announcement, the project shall be re-advertised. If fewer than three (3) firms again fail to respond, those submitting qualifications shall be interviewed and a selection made as appropriate.



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The Competitive Selection Committee shall select no fewer than three (3) firms, in rank order of preference, deemed to be most highly qualified to perform the required services after considering such factors as:

- a. Experience and expertise of the consulting firm and its key personnel in projects similar to those in the Request for Proposal

Provides project experience and contact persons with the elements as they relate to the project(s) requested in the RFP. States key personnel experience for services called out in the RFP.

- b. Approach to the Project

The proposal exceeds the minimum requirements to the proposal, is lacking or is inadequate in the most basic requirements. States proposed design philosophy; possible alternatives; and/or cost savings.

- c. Ability to work with City and regulatory agency staff

Permitting Considerations

- d. Client reference letters [Five (5) references]. If Consultant has performed work for the City and evaluations have not been performed, one of the reference letters must be from the City.

- e. Ability to complete the project in a timely manner

Describe the means to maintain project team; manage project team members' time in order to ensure sufficient time to complete project. Describe methods to expedite a project, if necessary.

- f. Minority Consultants/Sub-consultants

- g. City evaluation rating for past projects with the City



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Consultant has not worked for the City
Consultant has performed work for the City and there are no evaluations on file

h. Quality of submittal

Clarity, conciseness and compliance with the requirements in the Request for Proposal

i. Location of key personnel

Firms located in Lakeland

All other firms

2. ORAL PRESENTATIONS

At the option of the Competitive Selection Committee, oral presentations may be required on any project, and be scheduled with the short-listed firms as determined by the initial ranking.

The Competitive Selection Committee should consider, as a minimum, the following criteria to assist in ranking the short-listed firms. The committee members may use other criteria, as they deem appropriate.

- (1) Understanding of the project and program requirements.
- (2) Approach to the project and methods used to plan, design and administer the project.
- (3) Ability to provide the required services; and ability to provide them within schedule and budget.

D. COMPETITIVE NEGOTIATION

Negotiations shall be entered with the top ranked professional for each project after affirmation by the City Commission. If the City is unable to negotiate a satisfactory contract with the most qualified professional, negotiations with that firm shall be terminated. The City shall then attempt to reach an agreement with the second most qualified firm. If negotiations fail



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within the second firm, the City shall terminate negotiations and move to the third most qualified firm. In the event that the City is unable to negotiate a satisfactory contract with any of the selected firms, additional firms shall be selected in order of their competence and qualification and negotiations shall continue as prescribed above.

The firm receiving the contract award shall be required to execute a truth in negotiation statement as required by Section 287.055(5)(a), Florida Statutes.



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VENDOR RELATIONS

POLICY

- A. Formal bid invitation (which is defined as Invitation to Bid, Request for Proposal, and Requests for Qualifications) is the means for publicly notifying prospective vendors of the need for materials, commodities, and equipment and/or services that the City intends to purchase.
- B. Formal bid invitations will normally be conveyed to interested vendors by electronic notification, advertising in a local newspaper of general circulation, internet and any other means available at the discretion of the Purchasing Manager for the greatest solicitation.
- C. In no circumstance will formal bid documents be made available to prospective bidders prior to the publication of the legal notice, unless otherwise required by Florida law.
- D. Active Vendor File: The Purchasing Division will maintain a *Bidders List* of prospective bidders who desire to receive bid invitations. A prospective bidder may submit a request via Purchasing Web Portal.
- E. The Purchasing Division will maintain an up-to-date vendor list.
- F. The Purchasing Manager will ensure that applicable bids are from responsible vendors are considered and accepted.

COMMUNICATION WITH VENDORS

It is imperative that complaints of Vendors that have provided materials or services to the City be reported in order to document the level of their performance. It is important both for the City and the Vendor to have a mechanism to record such incidents so that satisfactory corrective actions can take place. Additionally, these records can be used as a basis for determining eligibility for future work.

When the consuming department wishes to file a Vendor complaint, a Report of Unsatisfactory Materials and/or Service shall be properly filled out and sent to the Vendor.

Vendors will respond, in writing, within ten (10) days of receipt of the complaint. If the Vendor disagrees with the complaint, a brief response will be included. The Vendor will indicate what will be done to correct the specific complaint, and what safeguards will be



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made to ensure future problems of this type will not occur. The Vendor shall then submit the form to the Purchasing Manager for appropriate action. The results of the completed form will be maintained by the Purchasing Division.

Failure to respond in the above-specified time period shall serve as Vendor's acknowledgment of the complaint. In addition, a failure to respond or correct the complaint may result in withholding payment on a Vendor's invoice or may be used by the City in evaluating and awarding future bids/proposals with the City of Lakeland in accordance with its Purchasing Policies/Procedures.

In the City's evaluation and selection processes, Reports of Unsatisfactory Materials and/or Service for one (1) year previous to the procurement solicitation (quotes, sealed bids, requests for proposals or qualifications) that is being evaluated will generally be considered. However, the City reserves the right to consider complaints of a serious nature or inordinate number of complaints that are on file for the Vendor.

SUSPENSION AND DEBARMENT

AUTHORITY: The Purchasing Manager may suspend or debar, for cause, the right of a vendor to be included on a vendor list and any bid; or response from that vendor can be rejected.

DEFINITIONS: Debarment: the exclusion for cause of a vendor or contractor from bidding and/or receiving a contract to do business with the City; Suspension: temporary debarment for a period not to exceed two (2) years.

- A. **SUSPENSION AND DEBARMENT:** A vendor may be suspended for a period not to exceed two (2) years, as determined by the Purchasing Manager, based upon the following:
1. Vendor defaults or fails to fully comply with the conditions, specifications or terms of a bid, quotation, proposal or contract with the City;
 2. Vendor commits any fraud or misrepresentation in connection with a bid, quotation, proposal or contract with the City;
 3. Vendor is charged by a court of competent jurisdiction with the commission of a criminal offense regarding an incident obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

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4. Vendor is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a City government contractor. If charges are dismissed or the vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided to the City by the vendor.
5. Vendor becomes insolvent, has proceedings in bankruptcy instituted against it, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;
6. Vendor violates the ethical standards set forth in local, state or federal law;
7. Any other cause the Purchasing Manager determines to be so serious and compelling as to materially and adversely affect responsibility of a business as a City government contractor, including but not limited to suspension by another governmental entity for substantial cause.



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ETHICS

A. Scope

It is the policy of the Purchasing Division to promote the City's reputation for courtesy, fairness and impartiality. The responsibility for achieving this goal rests with everyone who participates in the procurement process. This includes the using departments, the vendors, as well as Purchasing personnel. The Purchasing Division adheres to the ethics set forth in this policy, the City's policy and the National Institute of Governmental Purchasing (NIGP).

B. Principles

1. Seek or accept such position only when in full accord with the professional principles applicable thereto, and when confident of possessing the qualifications to serve to the advantage of the City.
2. Believe in the dignity and worth of the services rendered by the organization and the social responsibilities assumed as a public servant.
3. Be 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.
4. Believe that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.
5. Identify and eliminate participation of any individual in operational situations where a conflict of interest may be involved.
6. Believe that the employees of Purchasing and Central Stores and anyone else associated with obligating public funds, should at no time, or under any circumstances, accept directly or indirectly gifts, gratuities, or other things of value from suppliers, service providers, or any other company doing business with the City, or potentially doing business with the City.
7. Keep the City departments informed, through appropriate channels, on problems and progress of applicable operations, but personally remains in the background by emphasizing the importance of the facts.



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8. Resist encroachment on control of personnel in order to preserve integrity as a professional manager. Handle all personnel matters on a merit basis. Political, religious, racial, gender, and age considerations carry no weight in personnel administration.
9. Seek or dispense no personal favors. Handle each administrative problem objectively and empathetically without discrimination based on principles and justice.
10. Subscribe to and support the professional aims and objectives of the City Purchasing Policy.

C. Policy – Outside Employment /Conflict of Interest Doing Business with One's Agency

Employees are permitted to engage in outside work or to hold other jobs, subject to certain restrictions. Before accepting outside employment, an employee shall receive written permission from his/her Supervisor and the Division Head or Department Director. This is to ensure that the outside job does not result in violation of State "Conflict of Interest" law, more specifically Section 112, Florida Statutes, and will not restrict the employee's availability for work or efficiency in his/her City job, or cause embarrassment to the City in any way, either directly or indirectly.

If it is determined that the outside employment conflicts or interferes with the employee's responsibilities at the City, the employee will be required to refrain from the outside job.

Public officers and employees are also advised that Section 112.313(7) Florida Statutes prohibits them from having any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or doing business with, an agency of which he or she is an officer or employee, with limited exceptions.

It is the responsibility of the public officer or employee to make known a potential conflicting business relationship before engaging in commercial activity with or on behalf of the City.



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An employee seeking to provide goods and/or services to the City as a 3rd Party Vendor must be approved through Purchasing's i-Supplier (see example below) and submit a completed W-9 Form.

- I attest no City of Lakeland employee, their spouse, or child has an ownership stake in this organization.
- I have attached a completed W-9 to this request.



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SURPLUS AND OBSOLETE MATERIAL

The Purchasing Manager is authorized to dispose of surplus, obsolete or non-repairable goods and equipment by using it in other City departments or if no longer useful for City purposes, arrange for their disposal at the highest return using the following methods:

- Scrap, dismantle or destroy, classify as waste and dispose
- Trade-in
- Sell by formal quotation or sealed bid. Notices will be formally advertised on the Purchasing website and automatically sent to vendors registered in Purchasing Web Portal.
- Public or online auction. Acquisition of an auctioneer will be made pursuant to standard Purchasing procedures. The auction will be advertised. The auctioneer will sell to the highest Bidder and handle collection of funds. The auctioneer will issue a check to the City for the funds due once the sale is completed.

When a department determines that it no longer requires or can use an item of equipment or other property which has been identified with a property control tag, it must be reported to the City's Fixed Asset Accountant located in the Finance Department. This shall be done in accordance with the Property Control procedure from the Finance Department.

UNDER NO CIRCUMSTANCES ARE CITY EMPLOYEES PERMITTED TO TAKE DISCARDED ITEMS OR MATERIALS OF ANY KIND FOR PERSONAL USE.



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WOMEN/MINORITY BUSINESS ENTERPRISE (W/MBE) PROGRAM

The Policy Statement of the W/MBE Program is hereby made a part of these procedures and is described as follows:

It shall be the policy of the City of Lakeland that W/MBEs shall have excellent opportunity to participate in the City's procurement process. The City Purchasing Division shall provide for:

1. Maximum utilization of W/MBEs in all aspects of the City's procurement activity;
2. Elimination of any institutional and procedural barriers which would prohibit active participation in the City's procurement opportunities;
3. Training, education and technical assistance opportunities to enhance W/MBEs chances for successful participation in the City purchasing program;
4. Public information on the opportunities available for doing business with the City.
5. Collaboration and access with other local governmental agencies to receive and provide additional listings of W/MBE firms to ensure greater coverage.



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LOCAL PREFERENCE POLICY (Ordinance No. 5912 dated January 3, 2022)

A. Definition of local business.

1. A Local Business shall be defined as a vendor, supplier or contractor that: (i) conducts business within the jurisdictional limits of Lakeland Electric's service territory by providing goods, services or construction; (ii) maintains a physical business location within the jurisdictional limits of Lakeland Electric's service territory in an area legally zoned for conducting such business; (iii) conducts business on a daily basis from the local business location; (iv) has conducted business from such location for at least twelve (12) consecutive months prior to the due date for the applicable bid or proposal; and (v) provides a copy of its local business tax receipt, if located within the City of Lakeland, or a copy of its Polk County local business tax receipt, if located outside of the City limits but within Lakeland Electric's service territory.

B. Local preference policy. Except as provided herein or otherwise provided by federal or state law, or due to other funding restrictions, the City shall give preference to local businesses for purchases of goods, general services, construction services and professional services in the following manner:

1. *Competitive Quote or Bid Solicitation.*
 - a. When written quotations or sealed bids received do not exceed \$250,000 and the lowest price offered is not by a local business, but a local business is within ten percent (10%) of the lowest price offered, then the local business will be awarded the quotation or bid.
 - b. When sealed bids received exceed \$250,000 and are up to \$500,000 and the lowest price offered is not by a local business, but a local business is within seven and one-half percent (7.5%) of the lowest price offered, then the local business will be awarded the bid.
 - c. When sealed bids received exceed \$500,000 and are up to \$1,000,000 and the lowest price offered is not by a local business, but a local business is within five percent (5%) of the lowest price offered, then the local business will be awarded the bid.



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- d. When sealed bids received exceed \$1,000,000 and the lowest price offered is not by a local business, but a local business is within two and one-half percent (2.5%) of the lowest price offered, and provided the difference in price does not exceed \$100,000, then the local business will be awarded the bid.
 - e. The total quote or bid price shall include the base bid price and any additions to the base bid price resulting from alternates which were part of the bid and awarded by the City.
 - f. Notwithstanding the foregoing, award shall only be made to responsive and responsible bidders that are fully qualified and otherwise meet all City requirements.
 - g. In the event two or more local businesses offer prices that are within the above local preference percentages, award shall be made to the local business offering the lowest price that is otherwise responsive, responsible and fully qualified to meet all City requirements
2. *Other Types of Competitive Solicitations.* For all other competitive solicitations such as Requests for Proposals, Requests for Qualifications, Letters of Interest or other competitive negotiations and selections for which objective factors are used to evaluate responses by assigning point totals, local businesses shall be assigned additional points equivalent to five percent (5%) of their total combined evaluation score.

C. Exceptions to Local Preference Policy.

1. The Local Preference Policy established herein shall not apply to any of the following:
 - a. Goods or services provided under cooperative, state, federal or interlocal agreements;
 - b. Purchases or agreements which are funded, in whole or in part, by federal, state or other grant funds where such funding prohibits application of local preference;
 - c. Emergency or sole source purchases; or



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- d. Purchases for professional services which are subject to Florida Statute §287.055, the Consultant's Competitive Negotiation Act.
 2. Application of the City's Local Preference Policy to a particular purchase, contract or other procurement may be waived upon written recommendation by City staff and approval by the City Commission.
 3. The City's Local Preference Policy does not prohibit the right of the City to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and to compare qualification, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals and to procure goods and services based upon the best interest of the City.
 4. The Local Preference Policy established herein does not prohibit the City from granting any other preference permitted by law, in addition to the preference authorized herein.
- D. Enforcement of a Local Preference Policy.** The Local Preference Policy established herein is not intended, nor shall it be construed, to create a private cause of action in favor of a Local Business otherwise entitled to selection for the provision of goods or services to the City under the provisions of this Ordinance.



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PUBLIC RECORDS

Chapter 119, Florida Statutes, generally known as the “Florida Public Records Law”, provides that all documents, papers, records and similar material produced or received by an agency or political subdivision of the State are subject to public inspection and review under reasonable conditions and at reasonable times. Accordingly, unless specifically exempted by law, all bids and materials received with bids, marketing information, quotations, proposals, specifications, correspondence, forms, contracts, bonds, financial statements, prospectus, corporate resumes, product summaries, lab reports, inspection and test reports and any other such material will be considered a matter of public record. The City and its staff cannot regard any document, information or data as proprietary or confidential unless so advised by the City Attorney.

Additionally, should a Contractor enter into an Agreement with the City, the Contractor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Contractor in performance of services. Pursuant to Florida Statute §119.0701(2)(a) the following statement shall be included in all Agreements:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.

In accordance with Florida Statute §119.0701, the Contractor shall keep and maintain public records required by the City in performance of services pursuant to the contract. Upon request from the City’s custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City. Contractor shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform services pursuant to the contract. If the Contractor



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transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.



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CONTRACTING UNDER FEDERAL AWARDS

This policy is adopted to ensure that commodities and services procured using federal funds, including the Community Development Block Grant Program, are obtained efficiently and effectively in free and open competition and through the use of sound procurement practices. City staff and any grant administrators (sub-grantees or contractors) with designated responsibility for the administration of federally funded grant contracts are responsible for ensuring compliance with all applicable federal and state laws and regulations. These include but are not limited to: OMB Circular A-102, attachment O; 2 CFR §200.318 – 200.327; s. 255.0525 and 287.055, Florida Statutes, Chapter 73C-23 Florida Administrative Code.

All other Purchasing Manual and below mentioned requirements are fully applicable to federally funded projects. It is the intent of the City to promote competitive bidding by way of the following sourcing, an Invitation to Bid, a Request for Proposals, or a Request for Qualifications.

2 CFR §200.318 (f): City is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

2 CFR §200.318 (j):

(1) The City may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.



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2 CFR §200.324 (d): The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used for procured contracts § 200.320.

2 CFR §200.322:

(a) As appropriate and to the extent consistent with law, the City should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2 CFR §200.323: City compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFP part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2 CFR § 200.326 and 2 CFR Part 200, Appendix II, Required Contract Clauses:

The City’s vendors, supplier or contractor's performance under a contract or purchase order shall be subject to the FEMA Required Contract Clauses:

A. DEFAULT



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Each of the following shall constitute a default under this Agreement: (a) Contractor is adjudged to be bankrupt; (b) Contractor makes a general assignment for the benefit of its creditors; or (c) Contractor fails to comply with any of the terms, conditions or provisions of this Agreement. If, during the term of this Agreement, Contractor shall be in default of this Agreement, City may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until City give written notice of default to Contractor with at least ten (10) days to cure such default. If Contractor fails to correct such delinquency or default, City may terminate this Agreement and pursue such remedies as may be available at law or in equity. Contractor shall be paid compensation for services satisfactorily performed and completed as of the date of termination. City shall not be liable for partially completed work. In addition to the remedies available hereunder, the City shall have the right of offset from sums or payments otherwise due the Contractor, any sums or amounts which the Contractor may owe to the City pursuant to the provisions of this Agreement, or otherwise.

B. TERMINATION FOR CAUSE AND CONVENIENCE (*applicable to all contracts in excess of \$10,000; 2 CFR pt.200 app. II (B)*)

City may, by giving thirty (30) days prior written notice to the other, terminate this Agreement in whole or in part, at any time, with or without cause. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise).

Upon termination of this Agreement for convenience, the Contractor shall be paid its compensation for services satisfactorily performed as the date of termination based on the percentage of work satisfactorily completed plus reasonable termination expenses. The City shall not be obligated to pay for any services performed by the Contractor after notice of termination has been given. In addition to other remedies available under this Agreement, the City shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Contractor any sums or amounts which the Contractor may owe to the City pursuant to provisions of this Agreement, or otherwise.

The City may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of either this Agreement or any Work Authorization provided for herein; provided that the City shall give the Contractor written notice specifying the Contractor's failure. If within fifteen (15) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the City may, at its option, place the Contractor in default and this Agreement and



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any Work Authorizations assigned to the Contractor shall terminate on the date specified in such notice and no fees for any work shall be due thereafter.

- C. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (*applicable to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees; 2 CFR pt.200 app. II(C)*)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

- D. ANTI-KICKBACK ACT COMPLIANCE (*applicable to all contracts and subgrants for construction or repair; 2 CFR pt.200 app. II(D)*)

Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).

- E. CONTRACT WORK HOURS AND SAFETY STANDARDS (*applicable to all contracts awarded by grantees and subgrantees in excess of \$100,000 that involve the employment of mechanics or laborers; 2 CFR pt.200 app. II(E)*)

Contractor agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

- F. RIGHTS TO INVENTIONS (*applicable to contracts for experimental, research, or development projects financed by FEMA; 2 CFR pt.200 app. II(F)*)

(1) General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the City and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.

(2) Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the City and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in



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U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.

- (3) The Contractor agrees to include paragraphs A and B above in each third-party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.
- G. CLEAN AIR AND WATER REQUIREMENTS (*applicable to all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year; 2 CFR pt.200 app. II (G)*)
- A. Contractor agrees to comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
 - B. Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
 - C. The Contractor agrees to include paragraph A and B above in each third-party subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- H. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)
Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.
- I. GOOD STANDING REQUIREMENT (*2 CFR pt.200 app. II (H)*)
Contractor represents that it is not subject to a System for Award Management (SAM) exclusion and has not been debarred, suspended or otherwise excluded as a party declared eligible under statutory or regulatory authority to receive Federal grant funds.
- J. PROCUREMENT OF RECOVERED MATERIALS (*2 CFR pt.200 app. II (J)*)



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Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. ACCESS TO RECORDS

- (1) The Contractor agrees to provide the City, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. 44 CFR§13.36(i)(10).
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date City makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the City, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.44 CFR§13.36(i)(11).

L. NOTICE OF REPORTING REQUIREMENTS

- (1) Contractor acknowledges that it has read and understands the reporting requirements of FEMA stated in 44 CFR§ 13.40 et seq., 13.50-13.52 and Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.
- (2) The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions



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M. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

- (1) Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
 - a. The copyright in any work developed with the assistance of funds provided under this Agreement;
 - b. Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement. 44 CFR §13.34, 13.36(i)(8)-(9).
- (2) The Contractor agrees to include paragraph A above in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

N. ENERGY CONSERVATION REQUIREMENTS

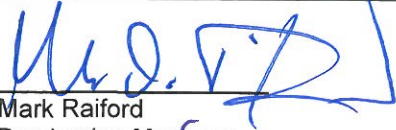
- (1) The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. 44 CFR § 13.36(i)(13).
- (2) The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

O. SOCIOECONOMIC ENGAGEMENT

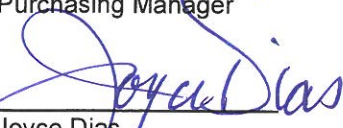
Contractor will take the following affirmative steps to engage small and minority firms, women's business enterprises, and labor surplus area firms.

- (1) Place qualified small and minority business and women's business enterprises on sub-contractor solicitation lists.
- (2) Assure that such firms are solicited whenever they are potential sources.
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms.
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by such firms.
- (5) Use the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Reviewed by:



Mark Raiford
Purchasing Manager



Joyce Dias
Risk Management & Purchasing Director

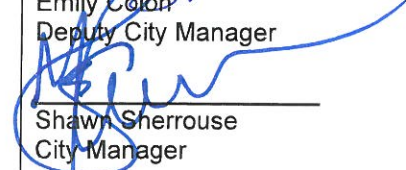


Palmer Davis
City Attorney

Approved by:



Emily Colon
Deputy City Manager



Shawn Sherrouse
City Manager