



PURCHASING MANUAL

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Purchasing Manual

I. The purpose of this manual is to:

- A. Provide general purchasing policies, procedures technical information, instructions and methods for conducting all operations of one department for professional and support personnel in order to obtain the highest possible degree of proficiency and efficiency in all areas of department responsibilities.
- B. Define and distribute to all personnel reasonable and measurable performance standards to provide reliable a database for internal and external audits of department operations in an efficient, effective and economical manner.
- C. Provide general orientation and procedural guidelines for department personnel to support more cost effective department management and services as desired by the City.
- D. Assist department personnel in learning and executing more effectively all department objectives, duties, and professional responsibilities with regard to the purchase of products and services required by the City.
- E. Provide a standard outline of the principles, policies, and practices to be used in performing all purchasing procedures as agents of the City.
- F. Increase public notice of bid opportunities to promote more inclusion in appropriate purchasing activity for all competitive business owners who provide a commercial useful product or service typically purchased by the City.

II. The manual is designed to:

- A. Provide employees who work in Purchasing with an understanding of their responsibility, objectives, limitations, and duties within the framework of the City's organization.
- B. Acquaint all employees with the purpose and functions of the Purchasing Division.
- C. Convey to employees and through them to vendors, a clear understanding of the City's purchasing policies and procedures.
- D. Outline the practices, principles, and procedures to be followed in the performance of the purchasing function.
- E. Establish reasonable standards against which the Internal Audit Department and outside auditors can measure the performance of the department's functions.



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MISSION

The Purchasing and Central Stores Division of the City of Lakeland is responsible for the procurement of materials, supplies, equipment, and services at the lowest possible cost consistent with the quality needed to provide the very best service to the public.

The primary objectives of the Purchasing Division are to obtain maximum quality, value, and service; and our goal is the promotion of fair dealings that will result in obtaining the maximum value for each dollar of expenditure.



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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 personal property which the City Manager or City Commission may authorize to be purchased or sold for the use and benefit of the City of Lakeland. 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 One Thousand Five Hundred Dollars (\$1,500.00) be involved, 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

POLICY

The City of Lakeland Policy Manual further specifies the following administrative policies regarding Purchasing and Central Stores:

Subject: PURCHASING

Policy: The Purchasing Manager shall purchase all supplies, materials and any other matter or items necessary for the operation of the affairs of the City.

- A. Purchases for the requirements and operation of all City agencies are to be made through a centralized purchasing division.
- B. All purchases shall be of a quality to suit the intended purpose at the least expense. Opportunity for competitive bidding shall be given for all purchases exceeding One Thousand Five Hundred Dollars (\$1,500.00).¹
- C. All purchases shall be made in accordance with approved and accepted procedures. Awards shall be made to the lowest responsible bidder meeting specifications. In the case of a local bidder/firm competing against an outside bidder/firm, award will be made to the local concern in accordance with Resolution No. 3634 “Local Preference”.^{2, 4}



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Subject: CENTRAL STORES WAREHOUSE

Policy: Items stocked in the Central Stores Warehouse are exclusively for City interdepartmental sales. Warehouse items will not be sold to the public. Items may be loaned on a replacement basis to other municipalities during emergency situations.”

Subject: ACCEPTANCE OF GIFTS OR FAVORS BY CITY EMPLOYEES

Policy: No gift, favor, or emolument, regardless of value, shall be accepted by any City employee from vendors, contractors, individuals or firms having any business relationship with the City of Lakeland or who stand to benefit in any manner by providing said gift.”³

¹Division I, Section 24, City of Lakeland Charter and Related Laws

²City of Lakeland Policy Manual; adopted 12/78

³City of Lakeland Policy Manual; adopted 8/75

⁴City of Lakeland Resolution No. 3634; adopted 1/94

PURCHASING MANAGER

The Purchasing Manager shall serve as the principal officer for the contracting and/or 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.

DUTIES OF THE PURCHASING MANAGER

The Purchasing Manager shall:

- A. Direct the Purchasing Division, which shall be the responsible division through which the City will principally conduct its procurement and contracting for supplies, material, equipment, contractual services, professional services, consultant services, construction or any combination of goods and services.
- B. Purchase or contract for purchase supplies and certain contractual services needed by any department of the City.
- C. Maintain a current vendor database and register any responsible business for goods and services purchased by the City which request to be included in the vendor database. Provide that a vendor’s name may be removed from the vendor database for failing to respond to three (3) consecutive Invitations to Bid. After such



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- removal, the vendor will be considered for reinstatement upon written request to the Purchasing Manager.
- D. Procure quality supplies and contractual services which represent the best value to the City.
 - E. Take all reasonable actions to encourage Women and Minority Businesses to participate in the procurement process, in accordance with City policy.
 - F. Encourage uniform bidding and endeavor to obtain full and open competition on all purchases and sales of surplus property.
 - G. Keep informed of current developments in the field of purchasing, prices, market conditions and new products. Secure for the City the benefits of research done in the field of purchasing by other governmental agencies, national technical societies, trade associations, and by private businesses and organizations.
 - H. Explore the possibilities of volume purchases to take full advantage of quantity pricing.
 - I. Join with other units of government in co-operative purchasing plans when the best interest of the City would be served by such a joint purchasing agreement.
 - J. Collaborate with the Finance Director to prescribe and maintain purchasing forms as shall be reasonable and necessary.
 - K. Administer the City Purchasing Card Program.
 - L. Control and supervise Central Stores Warehouse and maintain a perpetual inventory record of all materials, supplies and equipment stored therein.
 - M. Advise and assist the City Manager in the formulation of policies and procedures in connection with the purchasing activities of the City.
 - N. Delegate authority to others, as may be required.
 - O. Perform other duties as directed by the City or Management.
 - P. Prepare and submit the annual operating budget for the Purchasing Division.
 - Q. Revise the purchasing procedures or Purchasing Manual as necessary to enhance the overall Purchasing function.



PURCHASING DIVISION RESPONSIBILITIES AND FUNCTIONS

- A. Purchasing and Central Stores is a service division which has been established to assist all City departments in the effective acquisition of needed 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 better control of the City's resources, improved records 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 control over the entire purchasing process in an effort to avoid inefficient or unauthorized purchases, meeting the needs of the City departments quickly and efficiently and insuring that all purchases are made in the best interest of the City. In addition, the Purchasing Division must assure that there is competition according to the City's Charter and administrative policies.
- D. Central Stores is an integral part of, and subordinate to, the purchasing function. It exists to efficiently control purchased goods for the convenience of City departments and the public, providing those goods for both routine and emergency use in a timely and cost effective fashion.
- E. The Purchasing Division staff is responsible for administering the following Purchasing Procedures that are formulated from City policy: 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 generally determining how to effect cost savings and coordinate purchasing and contracting procedures for City of Lakeland.
- 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 City of Lakeland's representative on all matters pertaining to purchasing.
 - 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.



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4. Consolidate requisitions and purchases of like or common items to obtain the maximum economical 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. Assure vendors fair and equitable business dealings in accordance with the City’s Charter and this Purchasing Manual.
7. Keep 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 DBE and W/MBE status.
9. Identify vendors who default on their contracts with the City and recommend an action of suspension or debarment by the Purchasing Manager.

ADMINISTRATIVE POLICIES

- A. All requests for bids, quotes and purchases must be approved by the Purchasing Division, except those payments which are allowed for and specified by the Finance Department through the use of T-Form Check Request; examples of such are: payments to City of Lakeland employees; refunds/reimbursements to vendors; License and permit fees; Travel and training expenses; Subscriptions and memberships; Software maintenance and other communications expenses; Freight and postage; Insurance premiums; Investment manager fees; Attorney and legal fees; Actuarial costs; Audit and accounting fees; Debt issue costs and debt payments; Financial institution service fees; Professional services not required by a purchase order; Costs associated with easements; Rights-of-way and acquisitions or lease of land; Contributions or payments to other governments or non-profit organizations; Umpire, referee, scorekeeper payments; Summer recreation program attraction costs; Employee Relations payments for tickets; Employee incentive awards; Lakeland Center show and advertising expenses; Newspaper and periodical advertisements; Royalty fees; Land and building rents; Police



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auxiliary officers; Legal process servers; Car washing; Community development relocation payments; City credit card bills; Utility bills; Purchases up to \$1,000 when a vendor does not accept a P-Card; Grant related purchases when P-Cards are not appropriate; and any other payments authorized by the City Manager or Finance Director.

- B. Vendors should generally be afforded equal opportunity to submit bids and/or quotations and are to compete on equal terms, ensuring sufficient competition for City purchases.
- C. It is the intent of the City to buy only from suppliers who have adequate financial strength, high ethical standards and a record of adhering to specifications, maintaining shipping promises and giving a full measure of service. The Purchasing Division shall buy at the lowest and best cost consistent with the quality needed to meet the requirements of the City.
- D. The City strives to maintain strong and enduring relationships with vendors of proven ability and those who desire to meet its needs. To accomplish this, purchasing activities will be conducted so that vendors will place a high value on City business and make every effort to meet these requirements on the basis of quality, service and price.
- E. Conduct and business relations with sales representatives will be as follows:
 - 1. Departments may contact vendors to obtain product or service information, budgetary prices and quotes or bids from vendors.
 - 2. Departments interviewing sales representatives regarding details of their products should record specific information relating to such visits.
 - 3. During interviews with sales representatives no one may commit themselves or obligate the City for any product or service, or give any information regarding performance or price which might in any way give one vendor an advantage over another vendor, or embarrass the City. Such action could compromise the intent or integrity of a competitive process, the City or its representatives.
 - 4. Give all sales representatives a full, fair, prompt and courteous hearing.
 - 5. Keep competition open and fair.
 - 6. Keep specifications clear, open and competitive.
 - 7. Cooperate with the vendor and consider any difficulties expressed.



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8. Have consistent purchasing policies and principles.
 9. Keep free from obligation to any vendor.
- F. Cooperation and understanding between departments is essential to the effective operation of the purchasing system. Close liaison must be established between the departments and the Purchasing Division in order to maintain an efficient and economical purchasing system.
- G. The preparation of specifications for technical equipment, plans or designs is normally the responsibility of the requesting departments. However, the Purchasing Division will provide assistance, when requested. The Purchasing Division has full authority to question the quality, quantity, competitive nature and kind of items requisitioned in order that the best interests of the City are served. No specification will be changed or modified by the Purchasing Division without coordination with the requesting department.



METHODS OF SOURCE SELECTION

APPROVAL THRESHOLDS¹

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 up to **\$25,000**. The City Manager is authorized for purchases **\$25,000 and above**, as well as execution of contracts and task authorizations from **\$25,000 to \$50,000**. The City Manager is authorized to establish, by administrative policy, spending authority for his department heads, division heads or other subordinates consistent with sound and prudent business practices, \$25,000 and below. The City Commission shall execute 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 **one thousand five hundred dollars (\$1,500)** and must be at least 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.

COMPETITIVE SEALED BIDS

A. Policy

1. All purchases or contracts except, as provided below, when the sum is in excess of thirty five thousand dollars (\$35,000) and above shall be by Invitation to Bid or Request for Proposal. The Purchasing Manager shall make award on the basis of lowest responsive and responsible bidder.
2. The Purchasing Manager shall maintain a posting via the internet, accessible to the public where all advertisements for bids and/or bid abstracts may be posted.
3. All requirements necessitating bidding shall be accompanied by a purchase requisition or written request from a Department Manager/Supervisor or designee.
4. Exceptions to sealed bid and award method include:



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- 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 off another agency contract, 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 on the basis of being the lowest responsive and responsible bidder meeting specifications. The Purchasing Agent will then issue a Notice of Intent to Award.
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 Internet Website 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.

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

A. Policy

1. Sealed Requests for Proposals (RFP) are a procurement method utilized when due to the uniqueness of the need a bid is not appropriate. RFP's and RFQ's are established around general guidelines and a conception of the need, rather than a firm specification. These competitive procurement alternatives should in general only be used when no fixed criteria exists.
2. Sealed RFP's and RFQ's require some degree of creativity from the vendor and shall be applied in the same manner, procedurally, as formal sealed bids, requiring advertising when deemed necessary.
3. The effective difference with a competitive sealed bid is that with a bid once the judgmental evaluation is compiled, the award is made on a purely objective basis to the lowest responsive and responsible offeror. Under competitive sealed request for proposals, the quality of competing products or services may be compared and trade-offs 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 (PA) to review for clarity and completeness.
2. The PA schedules key events and dates for the request for proposal review and issuance, public notice, the pre-proposal conference, the proposal opening, evaluation, Commission approval, and the preparation of the purchase order and/or contract.
3. The PA reviews the requirements and prepares the request for proposal package and bidders mailing list for review by the Purchasing Manager.
4. The request for proposal package and bidders list is submitted to the Purchasing Manager and to the originating department for approval.



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5. The PA issues proposal packages to all vendors on the bidder's mailing list.
6. The pre-proposal conference with vendors may be beneficial, depending on the complexity of the specifications or scope of work to be performed. When pre-proposal conferences are held, the PA should prepare a summary of the meeting. If changes are made to the specifications, the PA must prepare an addendum and issue it to all vendors who have received a request for proposal. The addendum will be posted on the Purchasing Division website as well.
7. Proposals arriving in Purchasing before the opening date and time are filed until the bid opening. All proposals received are date stamped and recorded on the register of proposals.
8. The proposals are opened publicly, in the presence of two or more witnesses, at the time, date, and place designated in the request for proposals. The name of each offeror, a description sufficient 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 a request for proposal.
9. The PA, in cooperation with the originating department, tabulates and evaluates the proposals.
10. The PA coordinates with the originating department when necessary, discussion with those vendors submitting proposals that are acceptable or potentially acceptable. The PA conducts discussions with offerors to promote an understanding of the City's requirements and the offeror's proposal and to facilitate arriving at a contract that will be most advantageous to the City, taking into consideration price and other evaluation factors set forth in the request for proposals.
11. If discussions/negotiations are held, the PA schedules a date and time for the vendor(s) to submit best and final offers.
12. When the evaluations are completed, the PA, in cooperation with the originating department, prepares a written recommendation for award for review by the Purchasing Manager.
13. The recommendation for award is reviewed by the Purchasing Manager and submitted for approval and award from the appropriate authority.



14. Upon approval of the Proposal, the PA issues a Notice of Intent to Award and requests any required insurance certificates, bonds or other contractual documents from the vendor.
15. Upon receipt of these documents, the purchase order and/or contract is prepared, signed, and issued.

EMERGENCY PURCHASES

True emergencies cannot be anticipated. Emergencies may occur due to accidents, equipment or infrastructure failures, inclement weather, sabotage, vandalism, and unforeseen or hidden worksite conditions.

To initiate an emergency purchase, the Purchasing Manager or designee will be contacted at any hour and the nature of the emergency will be explained. If neither of the Purchasing officials is available, and the value of the emergency purchase exceeds \$10,000, the Assistant City Manager, Deputy City Manager or City Manager will be contacted for approval.

In all other circumstances, if none of the authorizing officials specified above are available to make the decision, a department head or any City employee authorized by a department head to initiate emergency purchases may proceed without following normal purchasing procedures as described herein.

The party assuming responsibility for the emergency purchase will first make a determination using the criteria described below as to whether a true emergency exists. The party assuming responsibility for the emergency purchase must also limit the amount purchased to only that which is necessary to meet the emergency circumstances and must consider whether there is sufficient time to seek verbal quotations from more than one vendor.

To execute an emergency purchase, the following conditions apply:

- 1) The goods or services must be secured immediately in order to meet an urgent and unexpected requirement where health, public safety or the conservation of public resources are at risk.
- 2) The individual authorizing the emergency purchase must give priority consideration to: a) qualified vendors currently working on-site, b) qualified vendors under “continuing contracts” with the City, c) qualified vendors in the local area, d) qualified State Contract vendors, and e) qualified vendors previously employed by the City. If none of the above is available in the timeframe required or at a reasonable cost, the emergency work can be awarded to any other qualified vendor.



3) Immediately upon awarding the emergency work to a vendor, a full written explanation of the emergency purchase must be forwarded by the person who initiated the emergency purchase to the Purchasing Manager along with any supporting documentation. The Purchasing Manager will also provide copies of this documentation upon receipt to the City Manager and the Risk Manager.

After receiving notice (and the reasons therefore) of any emergency purchase exceeding \$10,000 or an emergency change order exceeding \$10,000, Purchasing will verify the reasonability of the pricing and the work performed by contacting other vendors as necessary. If applicable, the qualifications of the vendor that performed the work will also be confirmed. Purchasing's findings will be forwarded to the City Manager or designee along with the requisition or change order for payment of the emergency work.

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 particular good or service, because (1) they are propriety, 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 can be provided through the use of the Sole Source Justification Form or Notice of Intent to Sole Source.
- 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. The product or service is wanted for experimental trial or testing.
 - 3. The product is purchased for resale.
 - 4. Additional products or services are needed to complete an ongoing task.



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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 when can be purchased only from the manufacturer, sole distributor or provider.
7. 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.
8. Funds have become readily available through a grant process and must be spent in a time frame that does not permit competitive bidding.

ALTERNATES

Unless otherwise provided in an Invitation to Bid or Request for Proposals, ALTERNATES 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 alternates 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.

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 meets 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 such 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 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, etc. 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 designee in order for the substitution to be fully accepted.

INDEMNIFICATION STATEMENT

It is the City's standard policy to require vendors and contractors who do business with us to indemnify the City. The Director of Risk Management & Purchasing or designee will only make deviations from this policy at the sole option of the City when it is determined to be in the City's best interest.

INSURANCE REQUIREMENTS/RECOMMENDATIONS

Prior to 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 work or services hereunder by the vendor, vendor's agents, representative, employees or subcontractors. The cost of such insurance shall be included in the vendor's bid.

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

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 mailing or emailing public notice to prospective vendors on an applicable bidders list maintained by the Purchasing Division, and
- Posting Public Notice on the Purchasing Division website



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

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 over One Thousand Five Hundred Dollars (\$1,500.00).
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. Under the Oracle system the approval process for purchase requisitions is handled 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 in Oracle, 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. If 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 by both parties. Only the Purchasing Division issues purchase orders and emergency purchases as outlined in the 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 Commission approval, as necessary.

CHANGE ORDERS

A. Policy

1. Any authorized change to the original order is accomplished by means of a "Change to Purchase Order" form. It is prepared and signed by the using department and sent to Purchasing, which in turn forwards the Change Order to the vendor.
2. Great care must be exercised in properly planning the original purchase such that quantity, quality and performance considerations are properly represented in a manner such that all bidders have an equitable opportunity to secure the bid. A Change Order which significantly modifies the original purchase will require extraordinary justification, documentation and appropriate approval(s).

B. Procedures

1. A Change Order request will be regarded as a significant modification to the original order and will not be approved by the Purchasing Manager if the Change Order increases the original purchase order amount by 25% or more. Change Orders which cumulatively increase the original purchase order amount by 25% or more will also be regarded as significant modifications. In this event the Purchasing Manager will make a determination as to whether the additional supplies or services should be rebid or submitted to the City Manager's office for special approval. If special approval is requested the Purchasing Manager will submit the departments full explanation to the City Manager's Office.
2. A Change Order which amounts to \$10,000 or more, or a Change Order which increases the original purchase order amount to \$10,000 or more will be submitted to the City Manager's Office for approval.
3. All Change Orders should be accompanied by adequate documentation clearly explaining the necessity of the Change Order. A memo from the Department Head or other authorized individual who originally approved the



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order should be attached to the Change Order Form. This memo will be required for any Change Order which:

- a. Increase the original purchase order by 25% or more; or
 - b. Causes the original purchase order amount to exceed \$10,000; or
 - c. Is itself in excess of \$10,000.
4. Change Orders which reduce original P.O. amounts will not require a separate memo. The memo accompanying a Change Order for an increase as described for any of the above must explain why the change is necessary, the reason(s) if applicable as to why the change in scope could not have been foreseen at the time the original bid was issued, and the reason(s) as to why the additional scope should not be rebid. 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 City policy.



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. 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 effective manner, taking into account the total cost of ownership and operation, as well as the initial acquisition cost. It is the policy of the City that specifications permit maximum practicable competition consistent with this purpose.



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Specifications should be drafted with the objective of clearly describing the City's requirements.

B. Design/Performance Specification

Specifications should, to the extent practicable, 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 services or project.

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

D. Pre-Qualification Requirements

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 policy of the City to purchase standard commercial products whenever practicable. In developing specifications, accepted commercial standards should be used, and unique requirements should be avoided to the extent practicable.

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.

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.

G. Designation of Several Brands

Brand name or equivalent specifications should designate three (3), or as many different brands as are practicable, 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.

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

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 a particular 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 b 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 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. Specific reference should be made to the provisions relating to vendor inquiry and request for clarification contained in this Purchasing Manual.

B. Procedures

The following requirements must be met for issuance of an addendum:

1. Originating department's representative(s) or project manager shall submit to the Purchasing Division for review and approval all 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 except when otherwise stated.
3. **In no instance shall consultants, working on behalf of the City, issue an addendum without the prior review and approval of the Purchasing Division.**
4. The Purchasing Division should process the proposed addenda promptly upon receipt. The distribution of the addenda may be handled by the department and/or Purchasing, if deemed appropriate.

Prior to issuing of an addendum, Purchasing and the originating department must consider the period of time remaining until bid opening. If additional time is likely to be required by the bidder, the addendum should extend the opening date for a reasonable period of time to obtain the greatest level of competition and fairness to the potential vendor.

The bidders maybe notified electronically or telephonically within five (5) working days (unless otherwise stated) of the scheduled bid opening date. A written confirmation will suffice as a means of notification to the vendor. When time is not available to notify bidders of changes in the bid date prior to the scheduled bid opening, the Purchasing Division shall provide written notification to all bidders at the scheduled bid opening prior to opening bids.



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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 not consider addenda material to a bid process and may consider a bid responsive without addenda acknowledgement.



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 each individual 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.
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.



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9. Seek or dispense no personal favors. Handle each administrative problem objectively and empathetically without discrimination on the basis of principles and justice; and
10. Subscribe to and support the professional aims and objectives of the City Purchasing Policy.



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 online Bidders Application located at www.lakelandgov.net/purchasing or pre-printed vendor application to be added to the bid list as a bidder for a commercially useful item.
- E. The Purchasing Division will maintain an up-to-date vendor mailing list by:
 - 1. Adding new suppliers to provide increased competition
 - 2. Modifying and refining commodity groups for more accuracy and efficiency
 - 3. Removing prospective suppliers who fail to bid or suppliers whose performance is unsatisfactory
- F. Inactive Vendor File: The Purchasing Division will maintain a vendor file and may purge the information at a minimum of one (1) time per year. At this time, those vendors failing to respond in any fashion to at least three (3) consecutive bids may be determined inactive in the vendor file. An acceptable response includes an actual bid/proposal, or the completion and return of the Statement of No Bid.
- G. The Purchasing Manager will ensure that only bids 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 using 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 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.

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.

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.



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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.

Note: The City's "Notice of Intent To Award" will be issued by FAX or e-mail whenever possible; otherwise the U.S. Postal Service will be used. 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 by FAX or U.S. Postal Service, as appropriate, of his decision regarding those issues by 5:00 P.M. on the second City business day following receipt of the bid dispute document.



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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 his representative) 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.



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;
 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.



BONDS AND DEPOSITS

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 complete accordance 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.



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 \$2,000,000; study activity when the fee for such professional service does not exceed \$200,000; or work of a specified nature as outlined in the 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 least one 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 three (3) members. *The Purchasing Department shall be responsible for coordinating the activities of the Committee during the review 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.

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



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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

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.

An example of an oral presentation evaluation sheet is provided below.

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 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.



ORAL PRESENTATION PROFESSIONAL SELECTION COMMITTEE WORKSHEET

NAME OF FIRM: _____

A. MANAGEMENT/TEAM APPROACH

Project team and management approach do not have the appropriate level of experience and/or does not contain all necessary disciplines. Team leader answers the questions and does not rely on team members for support. **(10 points)**

Some project team personnel and the management approach have the proper level of experience and contains most discipline. Team or leadership not working well together; they do not seem to work effectively as a team. **(15 points)**

Most, if not all, project team personnel and the management approach have the proper level of experience. The team seems functional and understands each other's role well. **(20 points)**

All project team personnel and management approach have proper level of experience and project manager is uniquely qualified. Team appears to be functioning effectively. **(25 points)**

All project team personnel have the proper level of experience and management approach. Several members of the team are uniquely qualified. Team leader knows members' strengths and uses them in an effective and appropriate manner. **(30 points)**

B. APPROACH TO THE PROJECT AND METHODS USED TO PLAN, DESIGN AND ADMINISTER THE PROJECT

Presentation shows inadequate understanding of project(s) and program requirements. No application of special knowledge, innovations or technology. **(10 points)**

Presentation shows minor misunderstanding of project(s). No application of special knowledge, innovations or technology. **(15 points)**

Presentation indicates adequate understanding of project(s) and program requirements. No application of special knowledge, innovations or technology. **(20 points)**



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Presentation indicates above average understanding of project(s) and program requirements. Minor application of special knowledge, innovations or technology. **(25 points)**

Presentation provided shows superior understanding of project(s) and program requirements. Application of special knowledge, innovations or technology. **(30 points)**

C. PROJECT EXPERIENCE

Project team does not have the appropriate level of experience and/or does not contain all necessary disciplines. **(10 points)**

Part of project team has the proper level of experience and contains most disciplines. **(15 points)**

Most, if not all, project team has the proper level of experience and all disciplines are included. **(20 points)**

All project team have the proper level of experience and project manager is uniquely qualified. All necessary disciplines are represented. **(25 points)**

All project team have the proper level of experience and several are uniquely qualified. The team members successfully convey how insights gained from other projects are applicable and beneficial to the project(s). **(30 points)**

D. MINORITY FIRM (TO BE CONSISTENT WITH THE STATUTE THAT THE EVALUATION MUST CONSIDER WHETHER A FIRM IS A CERTIFIED MINORITY BUSINESS ENTERPRISE AS SPECIFICALLY DEFINED UNDER THE STATUTE). OWNERSHIP CRITERIA BELOW IS ONLY ONE FACTOR CONSIDER AS TO WHETHER A FIRM IS CERTIFIED.

Ownership of firm is at least 51% minority. **(5 points)**

E. LOCAL FIRM

Firm is located in Lakeland. **(5 points)**

Total Points:_____



CONTRACTING FOR PROFESSIONAL SERVICES (NON-CCNA)

SERVICES SELECTION PROCESS FOR NON-CCNA PROFESSIONAL SERVICES

- A. Consultant/proposers selection requested: (i.e., General Services, Studies, Property Insurance, and Management Service).
- B. The Selection Review Committee will be established for specific services being solicited on an as needed basis. *The Purchasing Department shall be responsible for coordinating the activities of the Committee during the review process.*
- C. Public announcement prepared by the Purchasing Department and advertised.

Send Announcements to Consultants on File - consultant files are established by firms submitting appropriate licenses, resumes, etc.
- D. Prepare Request for Proposal (RFP) with detailed scope of services.
- E. Send RFP through contract review.
- F. Advertise and release RFP.
- G. Send list of instruction to department for evaluation process.
- H. Pre-proposal conference: staff address/respond to questions the prospective consultants may have on the scope of the project as well as allowing the consultants the opportunity to question the members of the respective department.
- I. Receive Proposals: three (3) or more copies of the proposal are requested and must be submitted by the consultants before the proposal deadline. Copies of the Proposal are forwarded to the originating department for their review.
- J. Evaluate proposals in a group consensus meeting held publicly and prepare comparison chart (spreadsheet).
- K. Develop a ranking of proposals for recommendation to awarding authority.
- L. Send the ranking and request authorization to negotiate if award requires Commission approval. Otherwise, award is made as per delegated authority stated above. The committee may also request award of proposals based on



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the original proposal submittal without negotiation. The Originating department is responsible for coordinating the preparation of the agreement through the City Attorney's office for approval to form and ratified by the Commission.

- M. Schedule Meeting to Negotiate Agreement: A Standard Agreement is sent to the Consultant. If negotiation is warranted, negotiations are conducted, including the Purchasing Department, to clarify the scope of the project. Upon final negotiation, an agreement is created and the City Commission approves the final contract.
- N. Memorandum to Commission recommending execution/final contract review: Committee negotiates with the consultant/proposer to clarify the scope of the project. The City Attorney's Office may also involved in this process.
- O. Receive Executed Contract - Send Notice to Proceed.
- P. The members of the committee shall not communicate with consultants while proposals are under review. Only when the final decision has been rendered and documented should the Committee's results be announced. All contacts from interested parties shall be directed to the Purchasing Department.

Notify Consultants Not Selected



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
- Donate or sell for a nominal fee to a non-profit, charitable or other governmental organization
- Trade-in
- Sell by formal quotation or sealed bid
- Public or online auction

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.



CENTRAL STORES PROCEDURES

Central Stores Warehouse and the storage yard is a restricted area. Only City employees are permitted within these areas. Materials stored at Central Stores Warehouse and the storage yard will be issued only to City personnel who present proper accounting information. This may be a material request form, standard bill of material, or a valid work order number. 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. No material is to leave the Central Stores Warehouse or the storage yard without this documentation.

- A. Issuing Material - Materials stored at Central Stores will be issued only to City personnel who present proper accounting information. This may be a material request form, standard bill of material, or a valid account code. An issue ticket or other approved document must be completed at time of receipt of material by the using department. Material will be issued in standard packages by the unit of issue. All issues will be summarized and charged to the using department on a semi-monthly cycle.
- B. 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 ticket will be written at the time of the return and will be summarized on the semi-monthly department charges.



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.



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 this Agreement. In accordance with Florida Statute § 119.0701, Contractor shall be required to provide public access to such records at a cost that does not exceed the statutory requirements or as otherwise provided by law. In the event any such records are exempt or confidential from public records disclosure Contractor shall ensure that those records are not disclosed except as authorized by law. Contractor shall meet all requirements for retaining public records and shall transfer at no cost to the City, all public records in possession of the Contractor upon termination of the Agreement and destroy duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

APPENDIX A

Subject: LOCAL BIDDING PREFERENCE

Policy: When competitive bids are received for the purchase of, or contract for, personal property or contractual service, and circumstances relating to bid compliance are equal, the City may give a preference in an amount not to exceed 2% of the bid price up to a maximum of \$10,000 to local persons, firms, or corporations whose principal place of business is located within the City limits.

For Information Contact: Purchasing Manager, Central Services

Reference: Resolution 3634

Distribution date: 03/2003

APPENDIX B

AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of _____, 2013, by and between the City of Lakeland, Florida, a municipality organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the "City", located at 228 South Massachusetts Avenue, Lakeland, Florida 33801-5086, and _____ a _____ corporation, located at _____ hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has previously determined that it has a need for _____ services; and

WHEREAS, City solicited competitive bids/issued a Request for Proposal (RFP) for such services pursuant to (City of Lakeland Invitation to Bid No. _____ or RFP No. _____) (hereinafter ITB or RFP); and

WHEREAS, City awarded the (Bid/Proposal) to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the (ITB/RFP), which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the City with _____, as requested and more specifically outlined in the (ITB/RFP), this Agreement, the Scope of Services attached hereto and incorporated herein by reference as **Exhibit "A"**, and all subsequent official documents that form the Contract Documents for this Agreement.

2. Time of Service. Services shall be performed in a timely manner, as specified in the (Invitation to Bid/RFP).

3. Term of Agreement/Option of Renewal. This Agreement shall be in effect for an initial term of _____ (months/years) from _____ (the "Effective Date") and any extension thereof. This Agreement may be renewed subject to execution of a written agreement between the City and Contractor for up to ___ additional ___ period(s) beyond the initial contract period. This option shall be exercised only if all terms and conditions remain the same and approval is granted by the City or its authorized representative.

4. Amendment of the Contract. This Agreement may be amended only by mutual written

agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably withheld by City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the City awarding a (bid/proposal) to a contractor which has disclosed its intent to assign or subcontract in its response to the (ITB/RFP), without exception shall constitute approval for purposes of this Agreement.

6. Cancellation. City reserves the right to cancel this Agreement, without cause, by providing thirty (30) days prior written notice to the Contractor of its intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the discretion of the City.

In addition to all other legal remedies available to City, City reserves the right to cancel and obtain from another source any items which have not been provided within the period of time stated in the (bid/proposal), or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by City.

In addition, in the event that sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and the City shall terminate this Agreement on the last day of the then current fiscal period without penalty or expense to the City.

7. Prohibition of Contingent Fees. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this Agreement. In the event of breach

of this provision, the City shall have the right to terminate this Agreement without further liability and, in its sole discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid as a result of said breach.

8. Compensation. City shall pay Contractor upon Contractor's completion of, and City's acceptance of, the services required herein, as specified in the (ITB/RFP) and as set forth in the City's Cost Proposal Letter, attached hereto and incorporated herein by reference as **Appendix 1**. Prices shall remain firm for the duration of the contract. All payments shall be made in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act. City shall pay Contractor the actual costs of all reimbursable expenses incurred in connection with City approved Services pursuant to this Agreement, provided that reimbursement for travel and subsistence expenses shall be paid in accordance with the City of Lakeland's Consultant Reimbursement Policy, attached hereto and incorporated herein by reference as **Appendix 2**.

9. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda and other documents, instruments, information and material prepared or accumulated by the Contractor or its subcontractors in rendering services pursuant to this Agreement shall be the sole property of the City which may have access to the reproducible copies at no additional cost other than printing. In no event shall Contractor be liable or responsible to anyone for the City's use of any such information or material in another project or following termination of this Agreement.

10. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete services pursuant to this Agreement.

11. Access to Records/Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after final payment is made. Contractor shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoice amounts to the City. City reserves the right to audit such records upon notice to the Contractor.

12. Public Records. 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 this Agreement. In accordance with Florida Statute § 119.0701, Contractor shall be required to provide public access to such records at a cost that does not exceed the statutory requirements or as otherwise provided by

law. In the event any such records are exempt or confidential from public records disclosure Contractor shall ensure that those records are not disclosed except as authorized by law. Contractor shall meet all requirements for retaining public records and shall transfer at no cost to the City, all public records in possession of the Contractor upon termination of the Agreement and destroy duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

13. Minimum Insurance Requirements. The Contractor must maintain insurance, at its own expense, in at least the amounts set forth in **Exhibit "B"** attached hereto and incorporated herein by reference throughout the term of this Agreement. The Contractor must provide a Certificate of Insurance in accordance with said Insurance Requirements evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

14. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by Contractor in accordance with the indemnification provision set forth in **Exhibit "C"**, attached hereto and incorporated herein by reference.

15. Jurisdiction/Venue/Governing Law. The Parties consent to jurisdiction and venue of the Courts of Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division in connection with any action or proceeding arising out of or relating to this Agreement, document or instrument delivered pursuant to, in connection with, or simultaneously with this Agreement, or breach of this Agreement or any such document or instrument. The laws of the State of Florida shall govern this Agreement.

16. Independent Contractor Status. The Contractor is and shall remain an independent contractor and is neither an agent, employee, partner, nor joint venturer of the City.

17. Compliance with Laws. Contractor shall comply with all applicable local, state and federal ordinances, codes, laws, statutes, regulations and standards in force during the term of this Agreement.

18. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination

shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement to be impossible of performance.

19. Documents Comprising Contract. The Contract shall include this Agreement for _____ services and appendices, as well as the following documents which are incorporated herein by reference.

- a. City of Lakeland (Invitation to Bid/Request for Proposal) and all of its addenda and attachments, including **Exhibit "A"**, Scope of Services; and
- b. Contractor's Certificate of Insurance as required in **Exhibit "B"**;
- c. Contractor's Indemnification and Hold Harmless as required in **Exhibit "C"**; and
- d. Contractor's Bond(s), as required in Section ___ of the (ITB/RFP); and
- e. Contractor's (Bid/Proposal)

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

20. NOTICES. All Notices pursuant to this Agreement shall be deemed sufficiently given when in writing when (i) personally served on a party to be notified, (ii) delivery by overnight express courier, or (iii) three (3) business days following deposit in the United States mail, postage prepaid certified delivery, directed to the party to be notified at the following address:

Contractor: _____

As to City:

IN WITNESS WHEREOF, the parties herein have executed this Agreement for _____

services pursuant to (City Bid No./RFP No.) as of the day and year first written above.

CITY OF LAKELAND, FLORIDA

CONTRACTOR

Gow B. Fields, Mayor

President (Signature)

President (Printed Name)

[Corporate Seal]

ATTEST:

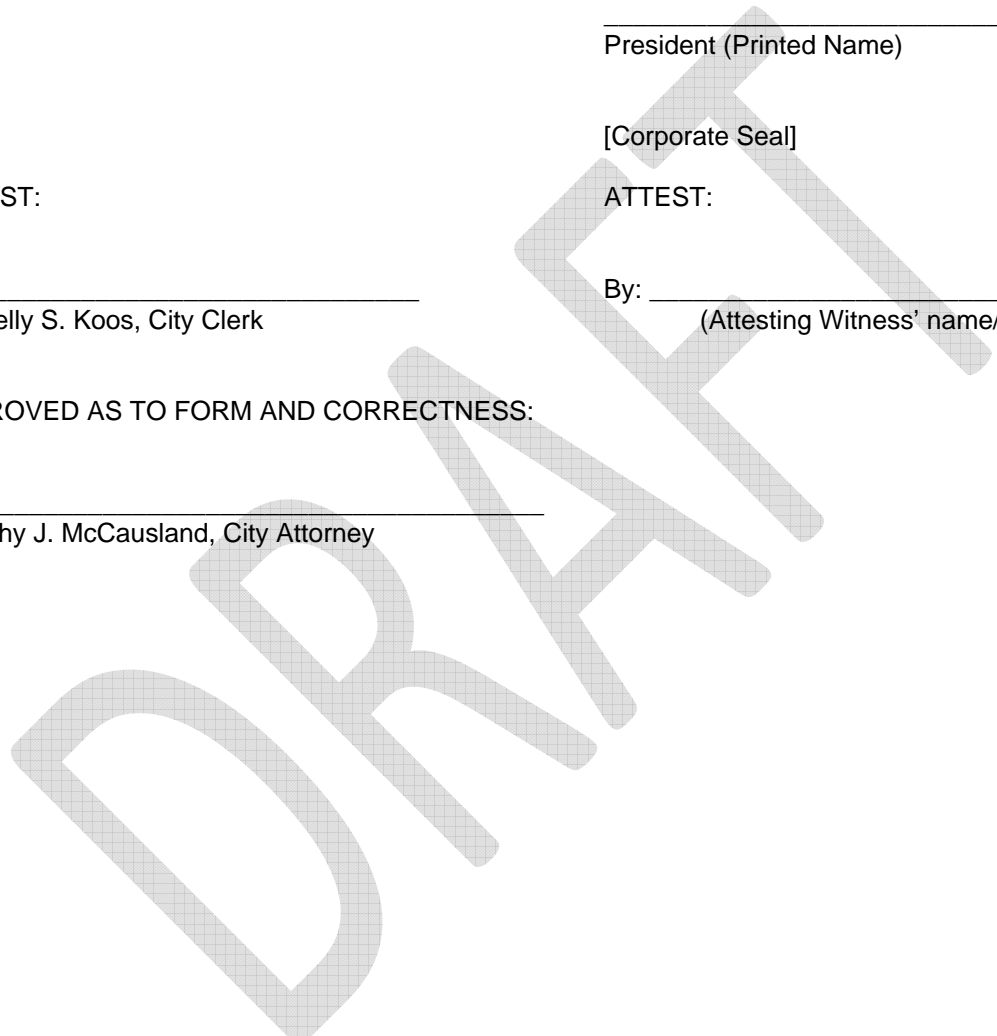
ATTEST:

By: _____
Kelly S. Koos, City Clerk

By: _____
(Attesting Witness' name/title)

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Timothy J. McCausland, City Attorney



APPENDIX C

Purchasing and Stores Division



Mark D. Raiford, CPPB
Purchasing Manager

Gregory J. Kane
Purchasing Agent

Danny Rodriguez
Purchasing Agent

Tara T. Walls, CPPB
Senior Purchasing Agent

Cynthia D. Webb
Purchasing Agent

Visit our Web Site

1140 East Parker Street
Lakeland, Florida 33801-2066
Phone: (863)834-6780
FAX: (863)834-6777
TDD: (863)834-8333
Email: purch@lakelandgov.net
<http://www.lakelandgov.net>

NOTICE OF INTENT TO SOLE SOURCE

June 4, 2013

This information is designed to inform the supplier community and the public that the City of Lakeland intends to enter into a non-competitive Agreement to purchase a product and or service. Notice is hereby given that the following product / service may be a sole source.

If you believe you are a qualified supplier capable of providing the same type of product / service, please submit a statement of qualifications, product information and/or capabilities as applicable to the Purchasing Manager, City of Lakeland, Florida, 1140 East Parker Street, Lakeland, Florida 33801 **until 3:00 p.m. – Wednesday -June 19, 2013.** Submittals received after this specified time and date will not be considered.

PRODUCT/SERVICE: A **Managed Accounts Relationship Builder** package including: content production and delivery services; integrated calculators, tools and libraries; content customization and design services, reporting, tracking, database management and service promotion, as noted below:

- eNewsletter (5 articles/issue; 12 issues/year)
- Alternate Articles for eNewsletters/Postcards
- eNewsletter Content Customization
- eNewsletter Editorial Calendar
- Unscheduled, On-Demand Email Alerts
- Template Options: eNewsletters & Alerts
- Fully Integrated Client-Branding
- Administrative Admin Portal
- Real-Time Tracking and Reporting
- Customer List Management
- Email Best-Practice Delivery Management
- Client Training (Annual and On-Demand)
- Ask an Expert Service
- Energy eLibrary from eNewsletter
- Commercial/Industrial-Segmented Energy Recommendations
- Facility Assessment Audit Tool
- Commercial/Industrial Calculators
- Energy Benchmark Tool by Commercial/Industrial Segment
- Client-Branded Energy Posters
- Skillset Webinar Training (Electric: Monthly and Natural Gas: Bimonthly)

MANUFACTURER/SERVICE PROVIDER: Questline, 2025 Riverside Drive, Columbus, OH 43221.

Questions should be **in writing** to **Mr. Mark Raiford, CPPB, FCPM, FCPA, Purchasing Manager**, via e-mail at **purch@lakelandgov.net** or fax (863) 834-6777.

APPENDIX D



SOLE SOURCE JUSTIFICATION FORM

Date:		Requisition No.:	
Dept/Div Name:		Contact Name/Phone:	

Vendor Name:	
Address:	
City/State/Zip:	
Contact Person:	
Phone/Fax:	

TYPE OF SOLE SOURCE (Check One)	
<input type="checkbox"/>	One-Time: applies to a single requisition and purchase order for the current fiscal year
<input type="checkbox"/>	On-Going: Applies to multiple purchases to be made for one calendar year from date Sole Source approved. Estimated Annual Expenditures for One year: \$ _____

DESCRIPTION OF ITEM/SERVICE:

SOLE SOURCE JUSTIFICATION (Check All Entries That Apply)	
<p>WARNING: Per Florida Statutes 838.22(2) – “It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.</p>	
<input type="checkbox"/>	Vendor is the original equipment manufacturer; there are no regional distributors. Verification from manufacturer is attached.
<input type="checkbox"/>	The parts/equipment are not interchangeable with similar parts of another manufacturer. Verification from manufacturer is attached.
<input type="checkbox"/>	This is the only equipment that meets the specialized needs of the department and performs the intended function. Detailed justification is attached.
<input type="checkbox"/>	Vendor is the sole distributor that is restricted by the manufacturer to our territory. Verification from manufacturer is attached.
<input type="checkbox"/>	This product brand, make, and model is necessary to maintain operational continuity. Detailed justification is attached.
<input type="checkbox"/>	Standardized Brand. Detailed justification is attached.

REQUESTING DEPARTMENT RECOMMENDATION	
By submitting this request, I certify that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal interests relative to this request.	
Dept. Dir. Signature (or authorized designee)	Date:

APPROVAL (For Purchasing Division Use Only)			
Verified By:		Date	
Approved By:		Date	

APPENDIX E

Vendor's Response to Complaint

To Above Referenced Vendor: The above complaint has been submitted by a CITY OF LAKELAND department utilizing your materials/services. In the space below (or via attachment), kindly respond, in writing, within 10 days of receipt of this complaint. If you disagree with the complaint please provide a brief response below detailing your reasons. With regard to the complaint, please indicate what will be done to correct this specific complaint, and what safeguards will be made to ensure future problems of this type do not occur. 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 your 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.

Response:

Use additional sheets or attachments if necessary. Send to: Purchasing and Stores Division, 1140 East Parker Street, Lakeland, Florida 33801, 863.834.6780 (phone), 863.834.6777 (fax), purch@lakelandgov.net (e-mail)

Vendor Representative:	Signature:
Printed Name:	Date:
Title:	Telephone No:

ACTION TAKEN BY PURCHASING STAFF:
Purchasing Manager Signature/Date: