

# **CITY OF CORAL SPRINGS**

## **PROCUREMENT POLICY/CODE**

**Prepared By: The Department of Financial Management**  
**Revised: 11/18/98**



# **PROCUREMENT CODE**

**IN ORDER TO ACHIEVE INCREASED EFFICIENCY AND EFFECTIVENESS IN THE CITY'S CENTRAL PROCUREMENT PROCESS, THE FOLLOWING IS THE NEW PURCHASING ORDINANCE, AS CONTAINED IN THE MUNICIPAL CODE OF THE CITY OF CORAL SPRINGS. THE ORDINANCES ARE AS FOLLOWS:**

**ORDINANCE #91-180 - APPROVED BY THE CITY COMMISSION SECOND READING JANUARY 21, 1992**

**ORDINANCE #92-117 - APPROVED BY THE CITY COMMISSION SECOND READING MARCH 17, 1993**

**ORDINANCE #92-148 - APPROVED BY THE CITY COMMISSION SECOND READING NOVEMBER 3, 1992**

**ORDINANCE #94-130 - APPROVED BY THE CITY COMMISSION SECOND READING JUNE 7, 1994**

**ORDINANCE #98-113 - APPROVED BY THE CITY COMMISSION SECOND READING NOVEMBER 17, 1998**

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# PROCUREMENT POLICY

## PART I. GENERAL PROVISIONS, PURPOSES, CONSTRUCTION AND APPLICATION

1. AUTHORITY. Pursuant to the authority granted by the City Commission of Coral Springs, the rules and regulations set forth herein have been promulgated and approved by the City Manager.
2. SHORT TITLE. These rules and regulations shall be known and may be cited as the "Procurement Policy of the City of Coral Springs".
3. PURPOSES, RULES OF CONSTRUCTION.
  - a. Interpretation. This Policy shall be construed and applied to promote its underlying purposes and policies.
  - b. Purposes and Policies. The underlying purposes of this Policy are to provide the City of Coral Springs a unified purchasing system, with centralized responsibility. This Policy clarifies and modernizes the rules and regulations governing procurement of the City while allowing the continued development of procurement policies and practices. This Policy provides for increased economy in procurement activities and enables the City to maximize to the fullest extent practicable, the purchasing value of public funds by fostering effective broad based competition within the free enterprise system, while ensuring fair and equitable treatment of all persons who deal with City Procurement. This Policy provides safeguards for the maintenance of a procurement system of quality and integrity and also is intended to provide for increased public confidence in the procedures followed by public procurement.
4. SUPPLEMENTARY GENERAL PRINCIPLES OF LAW APPLICABLE. The principles of law and equity, including the Uniform Commercial Code of this State, the law merchant, law relative to ethics, and law relative to capacity to contract, agency, fraud, misrepresentation, duress, coercion, mistake, or bankruptcy shall supplement the provisions of this Policy.

5. REQUIREMENT OF GOOD FAITH. This Policy requires all parties involved in the negotiation, development, performance, or administration of City contracts to act in good faith.
  
6. APPLICATION OF THIS POLICY.
  1. General Application. This Policy applies only to contracts solicited or entered into after the effective date of this Policy unless the parties agree to its application to a contract solicited or entered into prior to the effective date.
  
  - b. Application to Procurement. This Policy shall apply to every Procurement of the City of Coral Springs irrespective of the source of the funds, including federal assistance monies except as otherwise specified in Section 10. It shall also apply to the disposal of City supplies. Nothing in this Policy or in regulations promulgated hereunder shall prevent any governmental body or political subdivision from complying with the terms and conditions of any grant, gift, bequest, or cooperative agreement.
  
7. DETERMINATIONS. Written determinations required by this Policy shall be retained in the appropriate official contract file of Purchasing.
  
8. DEFINITIONS.
  - a. The words defined in this Section shall have the meanings set forth below whenever they appear in this Policy, unless:
    1. Context Determines Definition. The context in which they are used clearly requires a different meaning; or
  
    2. Definition Prescribed. A different definition is prescribed for a particular "Part" or provision.
  
  - b. Definitions.

1. Addenda means written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the contract documents.
2. Amendment is a method of substantially changing the terms and conditions or requirements of a contract beyond what is specifically allowed by the contract. All amendments must be approved with equal dignity and formality as the original contract signed by the individuals holding the positions of the original signatories.
3. Award means the acceptance of a Bid, Offer, or Proposal by the proper authority. The City Commission must award all contracts of or more than \$10,000.00 with the exception of Emergency Procurement. All contracts negotiated by a Selection and Negotiation committee under the Consultants' Competitive Negotiations Act (CCNA) shall be awarded by the City Commission.
4. Brand Name or Equal Specifications means a specification limited to one (1) or more items by manufacturers' names or catalog numbers to describe the standard of quality, performance or other salient characteristics needed to meet the City's requirements and which provides for the submission of equivalent products.
5. Brand Name Specification means a specification limited to one (1) or more items by manufacturers' names or catalogs.
6. Change Order is a written order amending a Purchase Order to correct errors, omissions, or discrepancies in purchase orders to cover acceptable overruns and freight costs; incorporate requirements to expand or reduce the scope of goods or services ordered; or to direct other changes in contract execution to meet unforeseen field, regulatory or market conditions.
7. Commodities means all personal property, including but not limited to, commodities, goods,

equipment, material and printing, purchased, leased or otherwise contracted for by the City.

8. Competitive Bids or Competitive Offers means the solicitation of two (2) or more bids or offers submitted by responsive and qualified bidders or offerors.
9. Competitive Selection and Negotiation is a method of procurement whereby qualified professional firms are invited to submit "Letters of Interest" and are "short listed" by an appropriately appointed evaluation committee.
10. Construction means the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property.
11. Construction Change Order is a written order authorized by the proper authority, directing the contractor to make changes which the changes clause of the construction contract authorizes.
12. Consultant's Competitive Negotiations Act (CCNA) is the common name for Section 287.055 of the Florida Statutes concerning the procurement of Architectural, Engineering (including testing), Landscape Architecture, and Registered Land Surveying Services. These services shall be procured by Letter of Interest and Competitive Selection and Negotiation.
13. Contract means all types of binding agreements, including purchase orders, of the City of Coral Springs regardless of what they may be called for the procurement of supplies and contractual services.
14. Contractor means any person or business having a contract with the City of Coral Springs to perform a service or sell a product.

15. Contractual Services means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities, materials, goods, equipment and other personal property. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual services shall not include those exempt contractual services as more specifically identified.
16. Construction means the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property owned or under the control of the City of Coral Springs. It does not include the routine operation, routine repair or maintenance of existing structures, buildings or other real property.
17. Cooperative Purchasing means the procurement conducted by or on behalf of more than one governmental entity.
18. Designee means a duly authorized representative of a person holding a superior position.
19. Discount-from-List Contracts means those contracts whereby price is determined by applying a percentage discount from an established catalog price. This type of contract is only to be used when it is determined, by the Purchasing Administrator, that this contracting methodology is in the best interest of the City.
20. Established Catalog Price means the price included in a catalog, price list, schedule or other form that:
  1. Is regularly maintained by a manufacturer or contractor;
  - b. Is either published or otherwise available for inspection by customers; and

3. States prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the supplies or services involved.
21. Firm Fixed-Price Contract means a contract whereby the price is fixed, not variable, for the entire life of the contract or until a set quantity of goods or services is delivered.
22. Franchise means a special right or privilege conferred by the City of Coral Springs on an individual or a corporation to do that which does not belong to citizens generally by common right.
23. General Services means support services performed by an independent contractor requiring specialized knowledge, experience, or expertise. The service rendered does not consist primarily of acquisition of equipment or materials. Examples of general services are janitorial, pest control services, and maintenance of equipment. General Services are normally procured through Requests for Proposals of Invitations to Bid. Procurement of general services may include subjective evaluation factors of the submitting firms.
24. Governmental Agency means any agency of the Federal, State or any local government.
25. GSA Contracts means contracts entered into by the General Services Administration of the Federal Government (also known as GSA Schedules) and are multiple-award contracts containing prices to be utilized by all Federal Government Agencies. GSA contracts also contain the most preferred customer clause, making the prices contained in GSA contracts equivalent with those that are given to the most preferred customer of the vendor.
26. Invitation to Bid means a written solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated and

specifically defining the commodities for contractual services for which bids are sought. The invitation to bid shall be used when the City is capable of specifically defining the scope of work for which a contractual service is required or when the City is capable of establishing precise specifications defining the actual commodities required. The invitation to bid shall include instruction to bidders, plans, drawings and specifications, if any, bid form and other required forms and documents to be submitted with the bid.

27. Letter of Interest (Request for) is a method of selecting a vendor whereby all vendors are invited to submit a summary of their qualifications and state their interest in performing a specific job or service.
28. Mandatory Bid Amount means the dollar amount at which the formal Bid Process is required unless an exemption is provided in this Code. Purchases below the Mandatory Bid Amount shall, whenever possible, be procured through informal quotations. The current known requirement of any commodity or service shall not be divided to circumvent the requirement of the Mandatory Bid Amount; however, there is no requirement to aggregate all predicted amounts of any commodity or service for formal bidding. The Purchasing Administrator may deem it more beneficial or economical to purchase an annual or alternate quantity of a commodity or service at one time or to enter into an open-end contract for annual or alternate requirements, in which case if the aggregate total exceeds the mandatory bid amount, formal bid procedures shall be used.
29. Multiple-Award Contracts means contracts which provide awards to more than one vendor for the same item. These contracts may be used by Purchasing only when it is determined by the Purchasing Administrator that the use of more than one vendor is in the best interest of the City.

30. Negotiations for Professional Services means the act of determining terms, conditions, and prices for the performance of professional services. An appropriately appointed negotiation committee shall negotiate with the top ranked candidate from the competitive selection of professional services firms, in an attempt to reach agreement on a contract for the provision of services to the City.
31. Notice of Award means the written notice by the City to the apparent, successful bidder or offeror stating that upon compliance by the apparent successful bidder or offeror with the conditions precedent to the contract within the time specified, the City will sign and deliver the contract.
32. Obsolete Property means any personal property belonging to the City which may no longer be used for its intended purpose, which has completed its useful life cycle, or whose use has become economically impracticable.
33. Open-End Contract means a contract whereby an indefinite quantity of supplies, services, or construction are to be procured over an identified time span, as and when needed.
34. Open-End Purchase Order means a purchase order whereby a Vendor provides supplies, services, or construction on demand or on a prescribed schedule not to exceed the Mandatory Bid Amount. An open-end purchase order may be used as a release and encumbrance document to authorize an agency to order any predetermined amount from an open-end contract on an as-needed basis.
35. Professional Services means any services where the City is obtaining advice, instruction, or specialized work from an individual specifically qualified in a particular area. Professional service may include a report, or written advice which may be lengthy; however, the main thrust of the service is not considered labor, but the exercise of intellectual ability. The

procurement of professional services does not lend itself to normal competitive bidding and price competition alone. These services may be procured by Letter of Interest or requests for proposals and selected through Competitive Selection and Negotiation.

36. Proposals (Request For) R.F.P. means a solicitation for offers to provide a solution to a problem. An RFP is characterized by description of the desired results and a scale of how the proposals to obtain these results will be evaluated. RFP's include a price proposal which is a part of the evaluations. Negotiation on any part of the RFP is permissible with the highest ranked proposer. The RFP includes all documents, whether attached or incorporated by reference, utilized for soliciting proposals.
37. Purchasing Administrator means the principal, public purchasing official for the City who is responsible for the procurement of commodities and contractual services as well as the management and disposal of commodities.
38. Purchase Order means a purchaser's document to formalize a purchase transaction with a vendor, conveying acceptance of a vendor's proposal. The purchase order should contain statements as to quantity, description, and price of the supplies, services, or construction ordered and applicable terms as to payment, discounts, date of performance, transportation, insurance and other factors or suitable references pertinent to the purchase and performance by the vendor.
39. Quotation means an informal or formal notice by a vendor to the buyer stating the prices, terms and conditions under which he will furnish certain goods or services.
40. Real Property License means the written document evidencing the permission or authority to do a particular act or series of acts on the land of another without possessing any estate or interest therein.

41. Responsible Bidder or Responsible Offeror means the person who has the capability in all respects to perform fully the contract requirements and the tenacity, perseverance, integrity, experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give a reasonable expectation of good faith performance.
42. Responsive Bidder or Responsive Offeror means a person who has submitted a bid which conforms in all material respects to the invitation to bid or request for proposals.
43. Selection and Negotiation Committee is a group of persons appointed to rank in preferential order those professional firms or individuals interested in providing services on a particular project and to negotiate a final contract with the highest ranked firm.
44. Services means the furnishing of labor, time, and effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements but shall include both professional and general services.
45. Specifications which are prepared by the requesting agency means any description of the physical or functional characteristics or of the nature of a supply, service or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery. Specifications may also contain provisions for inclusion of factors which will lead to the ultimate calculation of lowest total cost. All specifications shall seek to promote overall economy for the purposes intended, and encourage competition in satisfying the City's needs and shall not be unduly restrictive.

46. Sole Brand means the only known brand or the only reasonable brand capable of fulfilling the needs of the City.
47. Sole Source means the only known vendor or the only reasonable vendor capable of providing a service or commodity to the City.
48. Supplies means all property, including but not limited to, equipment, material, printing and leases but specifically excluding the acquisition of leasehold interests in real property by the City.
49. Surplus Property means any personal property belonging to the City which is capable of being used but is in excess of the normal operating requirements of the City.
50. Using Agency means any governmental body of the City which utilizes any supplies, services, or construction procured under this Code.

**PART II. PROCUREMENT ORGANIZATION**

9. AUTHORITY OF THE PURCHASING ADMINISTRATOR.

The Purchasing Administrator shall have the authority to:

- (a) Issue quotations, both verbal and written, and solicit invitations to bid and requests for proposals after receipt of approved, budgeted requisitions by the Purchasing Division.
- (b) Procure and supervise the procurement of all supplies and services needed by the City except as indicated herein;
- (c) Award and renew contracts pursuant to the terms and provisions of this Article;
- (d) Award Contracts and/or Purchase Orders and agreements when utilizing other government contracts.
- (e) To join with other governmental entities in cooperative purchasing plans when the best interests of the City would be served thereby;
- (f) Establish and maintain programs for specifications development, contract administration, inspection and acceptance, in cooperation with the public agencies using the supplies and services; and
- (g) Adopt operational policies and procedures relating to procurement and purchasing consistent with this Article and policies and procedures relating to the execution of the duties of the Purchasing Administrator and the internal management and operation of the Purchasing office. All policies and procedures promulgated pursuant to the authority delegated herein shall be subject to the approval of the City Manager.
- (h) Sell, trade or otherwise dispose of surplus and obsolete personal property belonging to the City as provided in this Article

10. COLLECTION OF DATA CONCERNING PUBLIC PROCUREMENT. The Purchasing Administrator shall cooperate with the Budget

Director and Director of Financial Management in the preparation of statistical data concerning the procurement usage and disposition of all supplies, services and construction. All using agencies shall furnish such reports as the Purchasing Administrator may require concerning user needs and stock on hand.

11. CONTRACT ADMINISTRATION.

1. Contract Administration. After the award of any contract, the Agency using the service, or in some cases the Project Manager, will insure that both the City and the Vendor are in compliance with all terms and conditions of the contract including maintaining current insurance certificates. The Agency will maintain a written record of the vendor's performance relating to contract requirements. The Purchasing Division shall support the using agency and project manager in establishing a positive working relationship with the vendor.
2. Contract Performance Information. The Purchasing Division shall, at a minimum of every six (6) months, review contract compliance and conformance by obtaining information from both the contract administrator and vendor along with direct observation and review of available records. Both parties involved will be provided a copy of these reports and meetings with a representative of the Purchasing Division will be scheduled to resolve whatever issues have arisen. In addition, this evaluation process will be used to incorporate minor procedural changes acceptable to both parties of the contract which adds to the value of goods and services received by the City.
- c. In cases where the Vendor does not adhere to delivery and specifications or is in technical breach of a contract, the Agency must attempt to rectify the situation with the Vendor and maintain written record of these attempts. This written record should contain specific instances of non-compliance with contract requirements and a time frame for resolution of the issues involved. The Agency shall provide copies of all correspondence and records to the Purchasing Administrator.

4. Purchasing Responsibility to Remedy a Breach. In cases where the Agency is unable to rectify a breach of contract with the Vendor, the matter shall be turned over to the Purchasing Administrator along with all documents for resolution which may include, but not be limited to, cancellation of the contract; recommendation to the City Manager that the Contract be canceled; suspension or debarment; or institution, through the City Attorney of appropriate legal action.
  
- e. Protests from Vendors. Vendors who believe they have been unfairly treated during the contract administration process may file a complaint with the Purchasing Administrator. Complaints shall be submitted in writing within a reasonable time after the aggrieved vendor knows or should have known the facts giving rise thereto. The Purchasing Administrator shall investigate as far as resources allow and determine the validity of the complaint.
  1. If the complaint is not resolved by mutual agreement of the Purchasing Administrator and the vendor the Purchasing Administrator shall promptly issue a decision in writing after consulting with the City Attorney. The decision shall state the reasons for the action taken.
  
  2. A copy of this decision shall be mailed or otherwise furnished immediately to the complainant, the City Manager and any other party involved.

**PART III. SOURCE SELECTION AND CONTRACT FORMATION**

12. METHODS OF SOURCE SELECTION. All contracts shall be solicited by formal competitive sealed bidding pursuant to this PART and result in a purchase order for a firm, fixed price, except as provided in:
  - a. Section 15 (Competitive Sealed Proposals)
  - b. Section 16 (Small Purchases)
  - c. Section 17 (Sole-Source Procurement)
  - d. Section 18 (Sole-Brand Procurement)
  - e. Section 21 (Emergency Procurement)
  - f. PART VI (Competitive Selection Procedures)

- for Professional Services)  
(Contract Types Allowable)
- g. Section 24

13. COMPETITIVE SEALED BIDDING.

1. Conditions for Use. Offers over the mandatory bid amount shall be solicited by formal competitive sealed bidding except as otherwise provided in Section 12. (Methods of Source Selection).
  2. Invitation for Bids. An Invitation for Bids shall be issued for each solicitation for offers equal to or exceeding the mandatory bid amount and shall include a purchase description, and all terms and conditions applicable to the procurement.
  3. Public Notice. Adequate public notice of the Invitation for Bids shall be given a minimum of ten (10) calendar days prior to the date set forth therein for the opening of bids. Such notice may include publication in a newspaper of general circulation no sooner than ten (10) calendar days prior to bid opening.
- d. Bid Opening.
1. Time of Receipt. Bids must be received by the Purchasing Division no later than the time and date identified in the Invitation for Bids. Bids received after this time for any reason shall be returned unopened to the bidder.
  2. All Bids Unopened. If all bids are not opened at the appropriate time and date of the bid opening, for any reason other than failure of the vendors to present their bids or cause their bid to be presented at the appropriate time, the bid opening may occur at the next regularly scheduled bid opening date. This automatic extension of the bid opening time may occur without notice to bidders if there has been no other change in requirements or specifications other than the delay of opening of the bid. Any vendor submitting a bid after the delayed original time and date, but before the next regularly scheduled

time and date for bid opening, shall have the bid accepted, opened, and fully considered for award.

3. Bids Remain Unopened After Bid Opening Time. If, after bids have been opened, it is ascertained that one or more bids remain unopened for any reason other than the failure of a vendor or vendors to present his bid or cause to have his bid presented at the appropriate time, the remaining unopened bids shall be opened and publicly read aloud at the next regularly scheduled bid opening date and time. No additional bids will be accepted after the original bid opening date and time.
4. Public Bid Opening. All bids received shall be publicly opened in the presence of witnesses at the time and place designated in the Invitation for Bids.
5. Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids, which may include criteria to determine suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award, excluding cash discounts, shall be objectively measurable, such as trade discounts, transportation costs, and total or life cycle costs. The invitation for Bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the Invitation for Bids.
- f. Correction, Cancellation, or Withdrawal of Bids.
  1. Addition to Bids.
    - (a) Exceptions to Bid Requirements. After bid opening, an otherwise low bidder shall not be permitted to delete exceptions to bid conditions or specifications which affect price or

substantive obligations. However, such bidder shall be permitted the opportunity to furnish other information called for by the Invitation for Bids and not supplied due to oversight, so long as it does not affect responsiveness.

(b) Responsibility, Determination, with Additional Information. Bidders may be asked to provide the Purchasing Administrator with any information required to determine the responsibility of the vendor.

(c) Waiver of Technicality. Information shall not be considered after the bid opening if it has been specifically requested to be provided with the bid and becomes a matter of responsiveness.

The bid shall be considered responsive only if it substantially conforms to requirements of the Invitation for Bids as it relates to pricing, surety, insurance, specifications, and any other matter unequivocally stated in the Invitation for Bids as a determinant of responsiveness. A minor or non-substantive lack of conformity on these matters may be considered a technicality or irregularity which may be waived by the authority empowered to make award.

## 2. Correction of Bids.

(a) Mathematical Errors. Errors in extension of unit prices or in mathematical calculations may be corrected by the Purchasing Division prior to award. In all cases of errors in mathematical computation, the unit prices shall not be changed except in accordance with Section 13.2c.

- (b) Correction of Non-Judgmental Errors. A bidder shall be permitted to correct clerical, non-judgmental mistakes of fact in his bid, including unit prices, when the intended bid is reasonably proven by submission of proof of evidentiary value or is ascertained from the bid document.
- (c) Voluntary Reduction of Price. The City may accept a voluntary reduction from a low bidder after bid opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the Invitation for Bids. A voluntary reduction may not be used to ascertain the lowest responsive bid.
- (d) Unsuccessful Bidders Not Permitted to Correct Bid Mistakes. No bidder shall be permitted to correct a bid mistake, with the exception of mathematical computation, which would cause such bidder to have the low bid and receive an award which otherwise would go to another vendor except in accordance with the provisions of Section 13.2c.
- (e) Corrections After Award. Any corrections to the benefit of the vendor of a non-judgmental, clerical and/or mathematical bid mistake after award shall only be permitted by the awarding authority; and any correction in prices may not permit the changed price to exceed the price of the next low bid.

3. Cancellation of Bids.

- (a) Cancellation or Postponement of Bid Opening. Any time prior to the bid opening date and time, the Purchasing Division may cancel or postpone the bid

opening or cancel the Invitation for Bid in its entirety.

- (b) Rejection After Award. After bids are open, any or all bids may be rejected by the Awarding Authority.

4. Withdrawal of Bids.

- (a) Bid Amendments Prior to Opening. Any bidder may voluntarily withdraw or amend his bid at any time prior to the bid opening by providing written notice to the Purchasing Administrator that his bid should not be considered or that his bid should be amended. Amendments should be forwarded to the Purchasing Division, sealed and identified.

- (b) Bid Amendments After Opening. After bid opening, vendors shall not be allowed to withdraw a bid in less than ninety days, or a specific time period stated in the Invitation for Bid with the following exceptions:

- 1) Non-judgmental Mistake. The bidder is alleging a non-judgmental mistake of fact which is reasonably proven by submission of backup documentation of evidentiary value clearly showing that the mistake is not clear enough for correction of unit price as provided in Section 13 2.A.

- 2) Prima Facie Evidence of Mistake. The bid is so outrageous as to be prima facie evidence of a bid mistake, but a mistake that cannot be corrected by correction of mathematical computation.

5. Determination of Responsiveness and Responsibility. The determination of a non-

responsible or non-responsive bidder and the permitting of withdrawals or corrections of Bids, in accordance with the directives of this Policy, shall be the duty and responsibility of the Purchasing Administrator. The Purchasing Administrator shall only recommend award or cause award to be made to the responsive and responsible offeror of the best evaluated offer. All determinations of responsiveness, responsibility or allowance for a change in or withdrawal of a Bid shall be made in writing and contained in the purchase order file.

14. COMPETITIVE SEALED PROPOSALS.

1. Request for Proposals. Proposals shall be solicited through a request for proposals which should state as near as possible the functional or performance specifications for the end results being sought. Proposals shall be received, opened, and processed in the same manner as bids discussed in Section 13. Requests for proposals may be corrected, withdrawn, and canceled in the same manner as bids discussed in Section 13 e.
2. Public Notice Adequate public notice of a Request for Proposal shall be given in the same manner as provided in Section 13c, "Competitive Sealed Bidding - Public Notice".
- c. Evaluation Factors. The Request for Proposals shall state the relative importance of all evaluation factors, including price. In addition, certain items may be rated in accordance with their importance. Only criteria disclosed on the solicitations may be used to evaluate the items or services proposed.
4. Discussion with Responsible Offerors and Revisions to Proposals. As provided in the Request for Proposal, discussions may be conducted with responsible offerors whose submitted proposal is determined to be reasonably susceptible of being accepted for award, for the purpose of clarification to assure full understanding of responsiveness to the solicitation requirement. Offerors shall be afforded fair and

equal treatment with respect to any opportunity for discussion and revision of proposal and such revisions will be permitted after submissions and prior to award.

- e. Award of Proposals. Award shall be made by the appropriate authority to the responsive, responsible offeror whose proposal is determined, in writing, to be the most advantageous to the City taking into consideration the evaluation factors set forth in the Request for Proposals. The contract file shall contain the reasons for the award, including the evaluations of all persons rating the proposals.
- 15. SOLE SOURCE PROCUREMENT. A contract within the award authority of the Purchasing Administrator may be awarded for supplies, services or construction without competition when determined in writing by the using agency and the Purchasing Administrator that there is only one source or one reasonable source for the required supply, service or construction. A Sole Source Procurement above the award authority of the Purchasing Administrator or his designee must be approved by the City Commission.
- 16. SOLE BRAND PROCUREMENT. A contract within the award authority of the Purchasing Administrator may be awarded for supplies, services or construction, limiting competition to a sole brand if the necessity for this brand is certified in writing by the Purchasing Administrator and Using Department.
- 17. OPEN-END CONTRACTS. The Purchasing Administrator shall issue open-end contracts as necessary and reasonable, based on competitive bids. The estimated annual usage shall govern the proper authority for awards of these contracts.
- 18. OPEN-END PURCHASE ORDERS.  
  
The Purchasing Administrator may issue an open-end purchase order based, if possible, on competitive quotations to procure items on an as needed basis provided the aggregate amount is below the mandatory bid amount.
- 19. DIRECT PURCHASES FROM OPEN-END CONTRACTS. The Purchasing Administrator may issue orders, including open-end purchase orders, or authorize agencies to issue orders direct to

vendors for items covered by open-end contracts awarded by the appropriate awarding authority.

20. DETERMINATION OF NON RESPONSIBILITY.

1. The written determination of non responsibility of an offeror including a bidder or proposer must be made in writing by the Purchasing Administrator or his designee. The unreasonable failure of an offeror to supply information in connection with an inquiry into responsibility may be grounds for a determination of non- responsibility of such a bidder or offeror.
2. The Purchasing Administrator or his designee may, within a reasonable time period after bid or proposal opening, request additional information of the offeror concerning his responsibility to perform and the offeror may voluntarily, after bid opening, provide additional or corrective information concerning his responsibility as a vendor. The Purchasing Administrator shall consider this and all other information gained prior to the time of the award or rejection in making his determination of award and/or recommendations concerning award to the City Commission.

21. CONTRACTING METHODOLOGY.

Any type of contract which will promote the best interest of the City may be used including incentive fee contracts, provided that the use of a cost plus a percentage of cost contract is prohibited. A type of contract other than firm, fixed price may be used only when a determination is made by the Purchasing Administrator that such contract is likely to be less costly than the firm, fixed price contract or that it is impractical to obtain the supplies, services, or construction required by the firm fixed price contracting method.

22. CONTRACT PERIOD.

- a. Unless otherwise provided by law, a contract for supplies or services may be entered into for any time period deemed to be in the best interests of the City provided the extension, if any, are included in the solicitation and funds are available for the first

fiscal period at the time of contracting. Payment and performance obligations for future fiscal periods shall be subject to the availability of funds.

- b. Price Adjustment. Contracts may be awarded with provisions for upward or downward price adjustments provided this allowance is part of the original bid solicitation and the adjustments are based on a nationally recognized or published index or other criteria acceptable to the Purchasing Administrator.

23. ADVANCE PAYMENTS.

- 1. The City may make advance payments not to exceed one (1) year to vendors for maintenance service contracts and lease agreements when it would be economically efficient to do so or when the vendor offers a discount for advance payments.
- b. The Purchasing Administrator or his designee shall approve advance payments in accordance with the above requirements and internal procedures.

24. CHANGE ORDERS. Changes to non-construction contract award made by the Purchasing Administrator may be made by issuance of a Change Order (and other related contractual documents, if any).

25. AMENDMENTS. Any changes to a contract that materially alter the terms and conditions of the contract or provide for a change in the scope of the contract must be contained in a formal amendment to the contract executed by the same authority as the original agreement.

26. RECEIVING AND PAYMENT.

A. Receiving

Only individuals that are authorized to normally received purchased materials may receive products or services. The receiving individual must certify that the quantity, brand name, and model actually ordered is received.

B. Payment

Vendors should be instructed to send invoices directly to the Accounts Payable section and must indicate the Purchase Order Number on the invoice. The copy marked "Receiving Copy" of a purchase order must be signed by an individual having authority to sign for receipts of products, and forwarded directly to Accounts Payable for marching with the vendor's invoice. In cases where material is picked up or delivered with the invoice, it is permissible to attach the invoice with the signed copy of the Receiving Report of the Purchase Order and forward both to the Accounts Payable section for payment. To maintain the proper level of internal control between the various functions, one individual should not have the authority to order, receive and approve payment for goods and services. However, if it is necessary for the same individual to have authority for all three functions, authority should be limited to department directors and manager.

**PART IV. SPECIFICATIONS**

27. OPEN COMPETITION REQUIRED. The Purchasing Administrator shall strive to assure that all specifications issued by the City provide for free and open competition among all vendors and preclude a lock-in of any brand or vendor, unless items are purchased under approved sole source or sole brand provisions. Any specification may eliminate some vendors or brands if the vendor or brand does not meet the legitimate needs of the City.

28. STANDARDIZATION.

1. The Purchasing Administrator may recommend to the City Commission for purchases equal to or over the mandatory bid amount that any brand or source of supplies or services be standardized as the only brand or source of service or commodity that will be purchased for a particular agency or City-wide. Competition among distributors of a standardized brand will be attained if possible. However, the Purchasing Administrator may purchase directly, without competition, from the manufacturer of a City Commission approved standardized commodity or service on a sole source basis.
  - b. The Purchasing Administrator will promulgate procedures for review of all standardized items exceeding the mandatory bid amount per year at no greater than five (5) year intervals.
29. APPLICATION OF REQUIREMENTS FOR NON-RESTRICTIVENESS OF SPECIFICATIONS. Requirements of this Part regarding the purpose and non-restrictiveness of specifications shall apply to all specifications including but not limited to those prepared by architects, engineers, designers and draftsmen for public contracts.

#### **PART V. PROCUREMENT OF CONSTRUCTION SERVICES**

30. AUTHORITY TO CONTRACT FOR CONSTRUCTION SERVICES. The Authority for contracting for construction services is vested in the City Commission and shall be exercised through the provisions of the Procurement Policy.
31. RESPONSIBILITY FOR SELECTION OF METHODS OF CONSTRUCTION SERVICES. The City shall use the best method available for obtaining and implementing construction contracting which may include:
- a. General Contractor.
  - b. City Construction Management.
  - c. Multiple prime contractors managed by:
    1. A designated general contractor.
    2. Construction manager.
    3. Procurement officer of the purchasing agency.

d. Design Build.

5. Any other commonly accepted construction method utilized by government or industry which may be used to the benefit of the City.

32. INSURANCE REQUIREMENTS. All construction contracts shall contain requirements for the protection of the City through sufficient insurance as specified in the bid documents. The form and adequate proof of all such insurance shall be approved by the City prior to the issuance of purchase orders confirming the award of a construction contract.

33. INDEMNIFICATION. All contractors shall indemnify and save harmless the City, its officers, agents and employees from any injuries or damages received by any person during any operations connected with the construction project, by use of any improper materials, or by any act or omission of the Contractor or his subcontractor, agents, servants or employees.

34. RIGHT OF CONSTRUCTION CONTRACT CHANGE.

a. Change Orders. The City shall have the right, based on a clause contained in each construction contract, to require changes in quantities, additions or deletions of work or other changes within the original intent of the contract. All changes to construction contracts must be approved in advance in accordance with the value of the change order or the calculated value of the time extension. All contract change orders of \$20,000 or more shall be approved, in advance, by the City Commission. The approval of change orders under this amount for both construction contracts and professional design services is hereby delegated to the City Manger or his designee.

2. Amendments. All changes to construction contracts that materially alter the terms and conditions of the contract or provide for a change in scope of the project beyond the original intent, must be contained in a formal amendment to the contract. Such an amendment must be approved with equal dignity and formality as the original contract and signed by the individuals holding the positions of the original signatories.

**PART VI. PROCUREMENT OF SERVICES**

35. POLICY. It is the policy of this City to publicly announce through the Purchasing Division all requirements for professional services and to award contracts on the basis of demonstrated capability and qualifications at a fair and reasonable price with the ultimate selection based on the best interest of the City and maximum value received.
36. PROCUREMENT OF ARCHITECTURAL, ENGINEERING, TESTING, LANDSCAPE ARCHITECTURAL, AND LANDSCAPING SERVICES.
- a. Solicitation of Professional Services Covered by CCNA.
1. Request for Proposals Solicitation. Each time a requirement or group of requirements is to be procured under CCNA, a Request for Proposal will be sent to the appropriate list of vendors.
  2. Advertisement for CCNA. Purchasing Division shall advertise at least once in a paper of general circulation within Broward County advising all interested firms of one project and requesting proposals to be submitted.
  3. Review of Qualifications. A duly appointed selection committee shall review all qualifications and submittals of those firms responding.
  4. Short List. The Selection Committee shall reduce the number of firms (short list) to at least three for further discussions. In short listing the firms, the committee shall attempt to select the best qualified firms for the particular project without considering price or opening the fee submitted by each firm with their proposal.
  5. Discussions. The Committee shall hold discussions with all short listed firms after opening their fee proposal. Such discussion may encompass formal presentations by each firm. The requirements of presentations or discussion will be the same for each firm short listed.

6. Ranking of Firms. The voting members of the selection negotiation committee, after discussions and/or presentations by each short listed firm, will vote on the final ranking. The ranking of firms shall indicate the committee's view of the firm that will best serve the interest of the City.
7. Negotiations. The negotiation committee will attempt to negotiate a contract with the highest ranked firm to perform services at a compensation which the committee determined to be fair and reasonable. If the committee is unable to negotiate a satisfactory contract with the firm obtaining the highest ranking, negotiations with that firm shall be formally terminated. The negotiation committee then shall undertake negotiations with the second ranked firm. If these negotiations also prove unsatisfactory, negotiations shall again be terminated and the committee will negotiate, in turn, with each firm in accordance with their ranking by the committee, until an agreement is reached or the short list is exhausted. When a short list is exhausted, a new solicitation for proposals must be initiated.
8. Award of Contract. At the successful conclusion of negotiations, a contract award will be recommended to the City Commission.

37. PROFESSIONAL SERVICES ABOVE MANDATORY BID AMOUNT.

1. Professional Services above mandatory bid amount not listed by CCNA or which are listed and are below the CCNA dollar limits, shall be procured by Requests for Proposals whenever practicable under the same procedures as services covered by CCNA or alternates set forth in this Policy apply.
- b. All general services above mandatory bid amount whereby a price and other criteria may be quantitatively evaluated should be acquired by invitations for bid or request for proposals. The request for proposals shall indicate the evaluation criteria and how the evaluation is to be made. The

award of all general services shall be made by the appropriate awarding authority.

3. Award. All formal multi-party contracts equal to or above the award authority of the Purchasing Administrator shall be awarded by the City Commission and signed by the Mayor, Vice Mayor, or City Manager as otherwise provided by the Commission.
38. SMALL PURCHASES OF PROFESSIONAL SERVICE. The Purchasing Administrator is authorized to enter into multiple award, open-end, fixed, or any other legal contracts for professional services not covered by CCNA requirements or below the mandatory Bid amount.
  1. Award of Contract. Upon review of the negotiation committee's recommendation, the Purchasing Administrator may issue a purchase order in place of a formal agreement.
39. REIMBURSABLE ITEMS. Each negotiation committee shall consider reimbursable items as necessary or desirable for each contract under consideration. If a contract is to contain reimbursable items, the contract shall have a limitation as to the types of reimbursables included and the monetary amount to be paid by the City.
40. FORMALITY OF RECEIPTS OF LETTERS OF INTEREST AND REQUESTS FOR PROPOSALS. All formally solicited requests for proposals shall be treated as formal invitation for bids. Any submission received after the date and hour of closing for receipts shall be rejected and returned to the submitter unopened, if possible, marked late receipt.
41. CHANGES TO NEGOTIATED CONTRACTS. Any changes to a contract negotiated under the provisions of this section of the Policy (which are not specifically allowed in the contract) shall be in the form of a formal amendment approved by the appropriate awarding authority as indicated in Section 14 with equal dignity and formality as the original contract.

In any case where the amendment exceeds the mandatory bid amount, the amendment must be approved by the Commission, and the approval shall be based upon a negotiation by the original selection committee or the incumbents in the positions originally appointed to the selection and negotiation committee. In any case where the amendment does

not exceed the mandatory bid amount, the amendment must be approved by the Commission, however, negotiations may be conducted informally by the using division.

#### **PART VII. SUPPLY MANAGEMENT**

42. DISPOSAL OF SURPLUS. The Purchasing Division, shall have power to sell or dispose of surplus supplies by public auction, competitive sealed bidding, trade in, or other appropriate methods in conformance with Florida State Statutes. All sealed bidding shall be processed under the requirements of this Policy as applicable. No employee of the division having direct control of the supplies or handling the disposition of the supplies shall be entitled to purchase any such supplies.

#### **PART VIII. RISK MANAGEMENT IN PROCUREMENT**

43. INDEMNIFICATION. All contracts for services shall provide that the contractor shall indemnify and save harmless the City, its officers, agents and employees from any injuries or damages received by any person during any operations connected with the contract, or by use of any improper materials or by any act or omission of the contractor or his subcontractor, agents, servants, or employees.

44. INSURANCE REQUIREMENT.

1. The appropriate City official will review, as requested, special conditions and instructions to bidders for the solicitation of bids or quotations for supplies, services or construction.
2. Prior to awarding of a bid or quotation, the appropriate City official will review insurance certifications, approving those which comply with the requirements of the solicitation. Non-approved certifications will be returned to the Purchasing Agent with the reasons for non-approval and instructions as to how the certification may be corrected. The Purchasing Division shall not allow any contract to continue without proper insurance in effect after they have been so notified of the lapse of the requisite insurance.

#### **PART IX. COMPLIANCE WITH ALL APPLICABLE LAWS**

45. LAW AND GRANT REQUIREMENT. In any situation where compliance with this Policy will place the City in conflict with state or federal law or the terms of any grant, the City shall comply with such Federal or state law, grant requirements, or authorized regulations which are mandatorily applicable and which are either not reflected in this Policy or are contrary to provisions of this Policy.

## ARTICLE VIII. PURCHASING AND PROCUREMENT

### Sec. 2-301. Purpose.

The purpose of this Article is to provide for the fair and equitable treatment of all persons involved in purchasing by the City, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity. (Ord. No. 91-180, Sec. 4, 1-21-92)

### Sec. 2-302. Definitions.

[As used in this article the following terms shall mean:]

- (1) **Addenda means written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the contract documents.**
- (2) **Brand name or equal specifications means a specification limited to one (1) or more items by manufacturers' names or catalog numbers to describe the standard of quality, performance or other salient characteristics needed to meet the City's requirements and which provides for the submission of equivalent products.**
- (3) **Brand name specification means a specification limited to one (1) or more items by manufacturers' names or catalogs.**
- (4) **Commodities means all personal property, including but not limited to, commodities, goods, equipment, material and printing, purchased, leased or otherwise contracted for by the City.**
- (5) **Competitive bids or competitive offers means the solicitation of two (2) or more bids or offers submitted by responsive and qualified bidders or offerors.**
- (6) **Construction means the process of building, altering, repairing, improving, remodeling, rehabilitating or demolishing any public structure or building or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property.**
- (7) **Contractor means any person or business entity having a contract with the City of Coral Springs.**

- (8) Contractual services means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities, materials, goods, equipment and other personal property. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual services shall not include those exempt contractual services as more specifically identified in Section 2-306.**
- (9) Invitation to bid means a written solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated therein and specifically defining the commodities or contractual services for which bids are sought. The invitation to bid shall be used when the City is capable of specifically defining the scope of work for which a contractual service is required or when the City is capable of establishing precise specifications defining the actual commodities required. The invitation to bid shall include instruction to bidders, plans, drawings and specifications, if any, bid form and other required forms and documents to be submitted with the bid.**
- (10) Obsolete property means any personal property belonging to the City which may no longer be used for its intended purpose, which has completed its useful life cycle, or whose use has become economically impracticable as determined by the Purchasing Administrator.**
- (11) Purchasing administrator means the principal, public purchasing official for the City who is responsible for the procurement of commodities and contractual services as well as the management and disposal of commodities.**
- (12) Request for proposals means a written solicitation for sealed proposals with the title, date and hour of the public opening designated. A request for proposals shall include but is not limited to, general information, functional or general specifications, statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The City may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.**

- (13) **Responsible bidder or responsible offeror means a person or business entity having the capability in all respects to perform fully the contract requirements and the experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give a reasonable expectation of good faith performance.**
- (14) **Responsive bidder or responsive offeror means a person who has submitted a bid which conforms in all material respects to the invitation to bid or request for proposals.**
- (15) **Sole source means the only known vendor or the only responsible vendor capable of providing commodities or contractual services to the City.**
- (16) **Surplus property means any personal property belonging to the City which is capable of being used but is in excess of the normal operating requirements of the City. (Ord. No. 91-180, Sec. 5, 1-21-92)**

**Sec. 2-303. Authority of Purchasing Administrator.**

**The Purchasing Administrator shall have the authority to:**

- (1) **Draft and promulgate purchasing procedures subject to the prior approval of the City Manager.**
- (2) **Solicit quotations, both verbal and written, and issue invitations to bid and requests for proposals after receipt of evidence of City Commission general or specific appropriation of funds to make such expenditure.**
- (3) **Award contracts for the purchase of commodities and contractual services for purchases without prior approval of the City Commission as provided below:**
  - a. **Any contract not exceeding twenty thousand dollars (\$20,000.00) may be made in accordance with the small purchase procedures authorized in this Section, provided, however, that contracts for construction of municipal public works shall be made in accordance with applicable state laws including Section 180.24, Florida Statutes (1993), as amended from time to time. Contracts shall not be artificially divided so as to constitute a purchase under this Section.**
    - 1. **Purchases of commodities and contractual services when the estimated value is less than two thousand five hundred dollars**

**(\$2,500.00) or less, may be made upon receipt of one (1) telephone quote.**

- 2. In order to determine a fair and reasonable price, additional quotes may be solicited. The Purchasing Administrator shall adopt, implement and enforce operational procedures for making small purchases of two thousand five hundred dollars (\$2,500.00) or less. Such operational procedures shall provide for the goods, commodities, equipment, materials and services being purchased. Further, such operational procedures shall require the preparation and maintenance of written records adequate to document the competition obtained, properly accounted for the funds expended and facilitate an audit of the purchase made. Such records shall include the businesses' name, contact person, dates of inquiry, nature and description of service for what inquiry is being made and amounts quoted with exactly what will be provided for such amount.**
- 3. Purchases of commodities and contractual services when the estimated value is between two thousand five hundred and one dollars (\$2,501.00) and ten thousand dollars (\$10,000.00) may be made upon receipt of not less than three (3) telephone quotes. In order to determine a fair and reasonable price, additional quotes may be solicited. The Purchasing Administrator shall adopt, implement and enforce operational procedures for making purchases of ten thousand dollars (\$10,000.00) or less. Such operational procedures shall provide for the goods, commodities, equipment, materials and services being purchased. Further, such operational procedures shall require the preparation and maintenance of written records adequate to document the competition obtained, properly accounted for the funds expended and facilitate an audit of the small purchase made. Such records shall include the businesses' name, contact person, dates of inquiry, nature and description of service for what inquiry is being made and amounts quoted with exactly what will be provided for such amount.**
- 4. Purchases of commodities and contractual services when the estimated value is in excess of ten thousand dollars (\$10,000.00) but not more than twenty thousand dollars (\$20,000.00) may be made after a minimum of three (3) different sources of supply**

have been solicited by a formal written request for quotations. The Purchasing Administrator shall solicit quotes by direct mail request to prospective vendors. Public notice posted on a bulletin board at City Hall will constitute advertisement for quotes. The names of the businesses submitting quotes and the date and amount of each quote shall be recorded and maintained as a public record. Formal quotes will be given a tracking number and date for opening.

5. All purchases and award of contracts in excess of twenty thousand dollars (\$20,000.00) must be approved by the City Commission before the purchase is made by the Purchasing Administrator or his designee.
- (4) Award contracts for the purchase of commodities and contractual services which are exempt from the requirements of formal competitive procurement pursuant to Section 2-305.1(2) herein, when the total cost thereof does not exceed twenty thousand (\$20,000.00); provided, however, that the Purchasing Administrator shall have no authority to make emergency procurements above that amount.
  - (5) Renew all contracts below thirty thousand dollars (\$30,000.00) for commodities and contractual services provided that the following criteria are all satisfied:
    - a. The terms and conditions of the original contract expressly provide for the City's right to renew the contract at the same prices as originally awarded by the City Commission or within price adjustment clause parameters as defined in the solicitation documents or agreement.
    - b. The Purchasing Administrator has performed a market survey and/or contract quality review to determine if renewal of the contract is in the best interest of the City. For commodities and contractual services originally procured through the Request for Proposals or Letter of Interest processes, a market survey shall be performed only if the Purchasing Administrator determines that, due to a significant change in the industry or profession providing the services, an evaluation of current market conditions would be effective.
    - c. The Purchasing Administrator, together with the using City department, if any, have evaluated the performance of the contractor under the

preceding contract term and have determined, in writing, that such performance meets established criteria regarding service, responsiveness and quality levels.

- (6) Delegate purchasing authority to procure commodities and contractual services relating to the maintenance and repair of City equipment in an amount not to exceed one thousand dollars (\$1,000.00) to City staff in accordance with established purchasing procedures. In the case of an emergency situation declared by either the federal government, state government or city commission, delegated purchasing authority may be increased to an amount not to exceed five thousand dollars (\$5,000.00).
- (7) Sell, trade or otherwise dispose of surplus and obsolete personal property belonging to the City either by sale, barter or exchange, by sealed bid, public auction, cannibalization, trade in or any other means of disposal as may be appropriate and in the best interests of the City. Disposal of surplus or obsolete personal property in excess of twenty thousand dollars (\$20,000.00) per item shall be made only after approval by the City Commission.
- (8) The Purchasing Administrator shall have no authority to purchase, lease or sell real property without prior City Commission authorization and approval as more specifically provided in Section 2-311.2 herein.
- (9) Execute the following types of lease agreements for real property belonging to a public or private entity provided that the term of any such agreement does not exceed five (5) years and the total amount of rental payments due thereunder does not exceed ten thousand dollars (\$10,000.00):
  - a. Self storage facility rental agreements;
  - b. Facility use and license agreements.

All other leases of real property must be authorized and approved by the City Commission. (Ord. No. 91-180, Sec. 6, 1-21-92; Ord. No. 92-117, Sec. 1, 3-17-92; Ord. No. 92-148, Sec. 1, 11-3-92)

**Sec. 2-304. Delegation of purchasing authority to award and execute contracts.**

Purchasing authority to purchase commodities and contractual services and to award and execute contracts as is deemed to be in the public interest is hereby delegated as follows:

- (1) The City Manager, in accordance with the guidelines provided by the Purchasing Administrator and governed by the requirements of this article, shall have the authority to purchase commodities and contractual services, to award contracts and to execute agreements for the purchases of commodities and contractual services when the estimated total cost thereof does not exceed twenty thousand dollars (\$20,000.00) without prior approval of the City Commission.**

**Sec. 2-305. Competitive procurement required.**

**All initial awards of contract for commodities and contractual services when the estimated total cost thereof shall exceed twenty thousand dollars (\$20,000.00) shall be awarded by the City Commission through the process of competitive, sealed bidding, competitive request for proposals or request for Letters of Interest except as otherwise provided herein. (Ord. No. 98-113, Sec. 5, 11-17-98)**

**Sec. 2-305.1. Exceptions to competitive procurement requirement.**

**The following are exempt from the requirements of formal competitive procurement:**

- (1) Sole source procurement.**
  - (a) All specifications shall be drafted so as to promote overall economy for the purposes intended, to encourage competition in satisfying the City's need and shall not be unduly restrictive. Brand name specifications are restrictive of competition and shall only be used as specifically provided in Section 2-311.1 of this article.**
  - (b) A contract may be awarded without competition when the Purchasing Administrator makes a written determination that after conducting a good faith review of available sources, there is only one (1) source for the required commodity or contractual service. The Purchasing Administrator shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole source procurement shall be maintained as a public record and shall list each contractor's name, amount and type of each contract, a list of the commodity or contractual service procured under each contract, and the identification number of each contract file.**
  - (c) All sole source procurements where the cost of the commodities or contractual services exceeds twenty thousand dollars (\$20,000.00) shall be authorized by the City Commission.**

**(2) Emergency procurements.**

The City Manager may make emergency procurements of commodities or contractual services where the cost exceeds twenty thousand dollars (\$20,000.00) when there exists a clear and present threat to public health, property, welfare, safety or other substantial loss to the City, provided, however, that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of the emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the commodity or contractual service procured under this contract, and the number of the purchase order, if any. The City Commission must be notified, after the fact, of such procurements in excess of twenty thousand dollars (\$20,000.00) at the next scheduled City Commission meeting. In any event any increase over the original amount of an emergency procurement reported to the city commission exceeding ten percent (10%) must be reported to the City Commission to be noted for the record.

**(3) Purchases and acquisitions under contracts of the federal government and the State of Florida or its political subdivisions.**

All purchases of commodities or contractual services under the provisions of local, state and federal purchasing contracts shall be exempt from the competitive procurement requirements, provided that the following criteria are all satisfied:

- (a) The terms and conditions of the original contract by the federal, state or local government are satisfactory to the City and such terms and conditions are expressly extended to other municipalities pursuant to the bid documents.**
- (b) The original contract by the federal, state or local government is current and in effect at the time of the proposed purchase of commodities or services by the City.**
- (c) The Purchasing Administrator has performed a market survey to determine if the prices of the original contract are fair and reasonable.**

- (d) The City Commission authorizes such procurement when the cost of the commodities or contractual services exceeds twenty thousand dollars (\$20,000.00).
- (4) Exempt contractual services not subject to the competitive procurement requirement:
- a. Services involving special skill, ability, training or expertise which are in their nature, unique, original or creative.
  - b. Legal services including paralegals, expert witnesses, appraisal services, investigative services and court reporters.
  - c. Actuarial services.
  - d. Auditing services.
  - e. Academic program reviews or lectures or seminars by individuals.
  - f. Health services involving examination, diagnosis, treatment, prevention, medical consultation or administration.
  - g. Artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting and sculpture, photography, culinary arts, fashion design and the like, provided, however, that contracts for artistic instructors, coaches, teachers, aides and assistants are deemed contractual services subject to the requirements of competitive procurement.
  - h. Performing artists and entertainers hired to provide entertainment for the benefit of the citizens of Coral Springs and the general public at any City facility.
  - i. Maintenance service of equipment. When considered to be in the best interest of the City and recommended by the using department and the services to be performed are by the equipment manufacturer, manufacturer's service representative, a distributor of the manufacturer's equipment or when at least three (3) responsible services have been evaluated the services may be procured without bid.
  - j. Advertising.

- k. **Utilities including but not limited to electric, water and telephone.**
- l. **Goods and services provided by other governmental entities or not-for-profit- organizations.**

- 13. The foregoing enumeration of services deemed to be exempt from the competitive procurement requirements is not intended to be an exhaustive or exclusive list. The City Manager or his designee may determine if a contractual service must be procured through the competitive procurement process, if not expressly indicated above. (Ord. No. 91-180, Sec. 9, 1-21-92; Ord. No. 92-148, Sec. 2, 11-3-92)
- n. Copyrighted materials (books, videotapes, etc.) except computer software.
- o. Food, clothing and other promotional items purchased for resale or distribution to the public.

**Sec. 2-306. Formal competitive procurement procedure.**

- (a) Public notice.

Public notice of the invitation to bid or the request for proposals shall be given not less than ten (10) calendar days prior to the date set forth in the notice for the opening of bids or proposals. Such notice shall be given by publication in a newspaper of general circulation in the City of Coral Springs. The notice shall state the place, date and time of the bid or proposal opening.

- (b) Bid and proposal submission.

Bids and proposals shall be submitted in a sealed envelope which shall be clearly identified as a bid or proposal on the exterior of the envelope and delivered to the office of the Purchasing Administrator.

- (c) Bid or proposal security.

Bid or proposal security shall be required for all construction projects when the total contract price is estimated by the Purchasing Administrator to exceed fifty thousand dollars (\$50,000.00). In all other cases, the

City reserves the right to require bid or proposal security when deemed necessary by the Purchasing Administrator. Bid or proposal security shall be by cash, certified or cashier's check, by a bid bond or an irrevocable letter of credit made payable to the City of Coral Springs and provided by a surety company authorized to do business as a surety in the State of Florida in an amount not less than five percent (5%) of the amount of the bid or proposal. The bid or proposal security of unsuccessful bidders or offerors will be returned within a reasonable time after the bid or proposal opening. The bid or proposal security of the successful bidder or offerors will be retained until such bidder or offeror has executed the contract and furnished the required certificate(s) of insurance and payment and performance bonds. If the successful bidder or offeror fails to furnish the required certificate(s) of insurance and payment and performance bonds or fails to execute and deliver the contract to the office of the Purchasing Administrator within the time specified in the instructions to bidders or offerors the City may annul the Notice of Award and the entire sum of the bid or proposal security shall be forfeited.

(d) Bid opening.

- (1) Bids shall be opened publicly by the Purchasing Administrator or his designee and shall be witnessed by any person duly authorized by the City Manager at the time and place designated in the public notice of the invitation to bids.
- (2) Bids shall be read aloud and a tabulation of all bids received shall be made available for public inspection after the opening of the bid.
- (3) No late bids shall be accepted or opened if received after the date and time specified in the public bid notice. All late bids shall be returned, unopened to the bidder or offeror.

(e) Proposal opening.

When the request for proposals procedure is utilized, the proposals shall be opened at the time and place designated in the public notice of the request for proposals. A register of proposals shall be prepared and maintained by

the Purchasing Administrator containing the name of each offeror.

(f) Modification and withdrawal of bids.

Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the office of the Purchasing Administrator at any time prior to the deadline for submitting bids. A request for withdrawal and modification must be in writing and signed by a person duly authorized to do so, and in a case where signed by deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. After expiration of the period for receipt of bids, no bid may be withdrawn or modified. If within twenty four (24) hours after bids are opened, any bidder files a duly signed written notice with the City, through the office of the Purchasing Administrator and within five (5) calendar days thereafter demonstrates to the satisfaction of the City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of the bid or that the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident, then the bidder may withdraw its bid. Thereafter, the bidder will be disqualified from further bidding on the subject contract.

(g) Modification to solicitation documents.

Any modification of the invitation to bid or the request for proposals made prior to the opening of the responses to those solicitation documents shall be by addenda provided in writing to the same businesses to which the original solicitation documents were mailed or otherwise provided.

(h) Bid documents become property of the City.

All bids and accompanying documentation received from bidders in response to the invitation to bid shall become the property of the City and will not be returned to the bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

- (i) Rejection of bids or proposals. The City may reject any bid or proposal for any of the following reasons:
- (1) If the evidence submitted by the bidder or offeror or if the investigation of such bidder or offeror fails to satisfy the City that such bidder or offeror is properly qualified to carry out the obligations and to complete the work contemplated therein.
  - (2) If there is reason to believe collusion exists among bidders or offerors.
  - (3) If the bid or proposal is not responsive, not properly delivered, not properly signed or is unsigned, shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind. The City reserves the right to waive such technical errors as may be deemed in the best interest of the City. (Ord. No. 91-180, Sec. 10, 1-21-92)

**Sec. 2-307. Award of Contract.**

- (a) Competitive bid procedure.

The contract shall be awarded with reasonable promptness to the most responsible bidder whose bid meets the requirements and criteria set forth in the invitation to bid except as otherwise provided herein.

- (1) Tie bids.

- a. If two (2) or more bidders are tied, the tie may be broken and the successful bidder selected by the following criteria presented in order of importance and consideration.
  1. Quality of the items or services bid if such quality is ascertainable.
  2. Delivery time if provided in the bid by the bidders.
  3. Certification of a "Drug-Free Workplace Program" which meets criteria established in Florida Statute Sec. 287.087.
  4. Location of the vendor with the following award preferences:

- i. A Coral Springs vendor
- ii. A Broward County vendor
- iii. A Florida vendor

5. If the above criteria are impossible to determine with any reasonableness or do not resolve the issue, the award will be given to that bidder whose bid was received earliest in time by the City as indicated by the time clock stamp impressed upon the bid envelope of each bidder.

(b) The City may suspend agreements or awards of contract for a period not to exceed thirty (30) days following a determination by the City Manager that there has been a material deviation by the most responsible bidder from the requirements of this section. Any suspension of contract shall be provided in writing to the affected vendor within three (3) working days of such determination. The City reserves the right to obtain the goods or services which are the subject of the agreement or contract from alternate sources during the suspension period. All contracts approved by the City Commission shall be canceled or revoked only after specific City Commission action.

(c) Request for Proposals and Request for Letters of Interest procedure.

The award shall be made to the responsible offeror whose proposal is determined in writing, to be the most advantageous to the City taking into consideration, price and the evaluation factors and criteria set forth in the request for proposals. The City's contract files shall contain the basis on which the award is made. (Ord. No. 91-180, Sec. 11, 1-21-92)

(d) Discussion with responsible offerors and revisions to proposals. The Evaluation Committee shall conduct discussions with at least the two (2) best qualified offerors. The scope of discussion shall include, but not be limited to the qualifications of the offerors and any additional information deemed necessary by the Evaluation Committee.

(e) The Evaluation Committee may request, from the best

qualified offerors, revised proposals prior to recommendation of award of contract to the City Commission.

Unless otherwise designated by the City Manager, the Purchasing Representative to the Evaluation Committee shall be responsible for negotiating prices and terms and conditions with the assistance of the balance of the committee. If a Two-Party Agreement is deemed to be necessary, the Purchasing Agent shall coordinate the provision of all necessary information to the City Attorney's Office for the drafting of the agreement.

**Sec. 2-308. Payment and Performance Bonds and Insurance.**

(a) When a contract is estimated to exceed fifty thousand dollars (\$50,000.00) for the construction of a public building, for the prosecution and completion of a public work or for repairs upon a public building, or other public work as provided in Florida Statute Section 255.05, as amended, or when the Purchasing Administrator deems it to be reasonably necessary to protect the best interests of the City, the following bonds shall be executed and delivered to the City's Purchasing Division and shall become binding on the parties upon the execution of the contract:

- (1) A performance bond satisfactory to the City, executed by a corporate surety authorized to do business in the state of Florida as a surety in an amount equal to one hundred percent (100%) of the price specified in the contract and conditioned that the contractor shall perform the contract in the time and manner prescribed in the contract; and
- (2) A payment bond satisfactory to the City, executed by a corporate surety authorized to do business in the state of Florida as a surety in an amount equal to one hundred percent (100%) of the price specified in the contract and conditioned that the contractor shall promptly make payments to all persons who supply labor, materials or commodities used directly or indirectly in the performance of the work provided for in the contract.
- (3) In lieu of a performance bond and payment bond the City may accept cash, money order, certified check, cashiers check, or irrevocable letter of credit in the amount of 100% of the contract price. Such alternate

form of security shall be for the same purpose and shall be subject to the same conditions as a performance bond and payment bond.

- (4) Authority to Require Additional Bonds. Nothing in this section shall be construed to limit the authority of the Purchasing Administrator to require a performance bond or other security in addition to those bonds in circumstances other than those specified in this Policy.

(b) Insurance. The successful bidder shall be required to obtain, at its own expense, all minimum insurance coverages required under the terms of the bid documents and contract and to submit at a minimum, copies of all insurance certificates to the City for approval. No work under the contract may be commenced until the required insurance has been obtained and proof of such insurance has been approved. (Ord. No. 91-180, Sec. 13, 1-21-92; Ord. No. 92-117, Sec. 2, 3-17-92)

**Sec. 2-309. Contracts for professional services.**

All contracts for professional services as that term is defined in the Consultants Competitive Negotiations Act, Florida Statutes 287.055 (1991), as amended from time to time, shall be awarded in accordance with the procedures set forth in that Act and any City purchasing procedures adopted in furtherance of that Act.

Section and negotiation committees shall be created to evaluate the qualifications and performance capabilities of offerors responding to the solicitation for professional services, and to competitively negotiate contracts therefor, in accordance with the requirements of the Consultants Competitive Negotiations Act. The City Manager shall have the authority to appoint the members of the selection and negotiation committees for each procurement of professional services made pursuant to the Consultants Competitive Negotiations Act. (Ord. No. 91-180, Sec. 13, 1-21-92; Ord. No. 92-117, Sec. 2, 3-17-92)

**Sec. 2-310. Supplier's list.**

The Purchasing Administrator will solicit sealed bids and proposals from all responsible prospective suppliers who have requested that their names be added to a "supplier's list" and who have indicated the types of commodities and contractual

services they can provide. The Purchasing Administrator will maintain this listing, which will be organized by the trade or profession indicated by the supplier. When commodities or contractual services are needed, the City will send invitations to bid or request for proposals to those on the supplier's list who have made known to the City that they can supply those types of commodities and contractual services. Solicitation shall be made by sending the listed suppliers a copy of the appropriate newspaper notice or other such notice as will acquaint them with the proposed purchase.

The Purchasing Administrator may delete suppliers from this list that do not maintain accurate business addresses with the Purchasing Division or have had City contracts canceled for lack of acceptable performance. (Ord. No.91-180, Sec. 14, 1-21-92)

**Sec. 2-311. Brand name or equal specifications.**

(a) Use. Brand name or equal specifications may be used when the Purchasing Agent determines in writing 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 a brand name specification;
- (3) The nature of the product or the nature of the City's requirements makes use of a brand name or equal specification suitable for the procurement; or
- (4) Use of a brand name or equal specification is in the City's best interests.

(b) Designation of several brand names. Brand name or equal specifications shall seek to designate at least three (3), or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.

(c) Required characteristics. Unless the Purchasing Administrator determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description

of the particular design, functional, or performance characteristics which are required.

(d) Nonrestrictive use of brand name or equal specifications. Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. (Ord. No. 91-180, Sec. 15, 1-21-92)

**Sec. 2-311.1. Brand name specifications.**

(a) Use. Since use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Administrator makes a written determination that only the identified brand name item or items will satisfy the City's needs.

(b) Competition. The Purchasing Administrator shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under the sole source procurement provisions of Section 2-305.1(1) of this Article. (Ord. No. 91-180, Sec. 16, 1-21-92)

**Sec. 2-311.2. Acquisition or sale of real property, both improved and unimproved.**

(a) The following land acquisition procedures shall be employed whenever the City seeks to acquire, by purchase, any real property.

- (1) Prior to initiating any negotiations for the acquisition of any real property with the property owner, the City shall obtain a written appraisal performed by a state certified real estate appraiser with an MAI designation. Two (2) appraisals are required when the value of the first appraisal exceed two hundred fifty thousand dollars (\$250,000.00). Appraisers selected to appraise real property pursuant to this section shall, prior to contracting with the City for appraisal services, submit an affidavit substantiating that the appraiser has no vested or fiduciary interest in the property which is the

subject of the appraisal.

- (2) Appraisal reports, offers and counter-offers are confidential and exempt from the provisions of Florida Statute 119.07(1) (Public Records Law) as provided in Section 166.045, Florida Statutes (1991) as amended from time to time.
- (3) No negotiations may be commenced or offer or counteroffer made by the City for the acquisition by purchase of real property without prior authorization of the City Commission.
- (4) Upon commencement of negotiations, the City shall inform the property owner, in writing, that all agreements for the purchase of real property are subject to approval by the City Commission.
- (5) Any agreement by City to purchase real property shall be submitted to the City Commission for approval at a public meeting after thirty (30) days' public notice. Notice of the proposed purchase of real property shall be published once a week for at least two (2) weeks in a newspaper of general circulation in the City.
- (6) Evidence of marketable title in the form of title insurance or an abstract of title with title opinion shall be provided to the City, by the property owner at the property owner's expense, not later than ten (10) calendar days prior to the public hearing.

(b) The following procedures shall be employed whenever the City seeks to sell and convey any real property belonging to the City:

- (1) Prior to advertising for bids for the purchase of City-owned real property, the City shall obtain a written appraisal performed by a state certified real estate appraiser with an MAI designation. Two (2) appraisals are required when the value of the first appraisal exceeds two hundred fifty thousand dollars (\$250,000). Appraisers selected to appraise real property pursuant to this section shall, prior to contracting with the City for appraisal services, submit an affidavit substantiating that the appraiser

has no vested or fiduciary interest in the property which is the subject of the appraisal.

- (2) No sale of any real property valued by an appraiser in excess of seventy-five thousand dollars (\$75,000.00) shall be sold in whole or in part without a referendum election authorizing its sale. The City Commission may, by ordinary vote, authorize the sale of real property valued by an appraiser in the amount of seventy-five thousand dollars (\$75,000.00) or less.
- (3) Public notice of the invitation to bid calling for bids for the purchase of the subject real property shall be published once a week for at least two (2) weeks in a newspaper of general circulation.
- (4) The contract for purchase shall be awarded to the highest bidder whose bid meets the requirements and criteria set forth in the invitation to bid and instructions to bidders unless the City Commission rejects all bids because they are too low.
- (5) Bid security shall be required for all bids for the purchase of City-owned real property in an amount equal to ten (10) per cent of the highest appraisal value of the property. (Ord. No. 91-180, Sec. 17, 1-21-92; Ord. No. 92-148, Sec. 3, 11-3-92)



## SUPPLIER RATING GUIDELINES

The following guidelines are provided to assist in the review of supplier performance. An accurate review will result in total point scores which best describe the supplier's performance of contractual obligations and interest in a long term relationship with the City.

**UNACCEPTABLE:** None or few quality factors in place. Efforts are decentralized and fragmented. Immediate improvement (0 - 59) required or termination of contract will result.

**FAIR:** Marginal results. Centralized and somewhat consistent (60 - 79) effort. Supplier may be lacking in a particular category. Not a good candidate for a continuing business relationship.

**QUALIFIED:** Clear signs that efforts to provide quality have been (80 - 94) generally successful. A good number of positive results demonstrated. All basic requirements fulfilled. The minimum amount accomplished to be fully satisfactory. A candidate for continuation and extension of present contract with a possibility of further growth towards "outstanding".

**OUTSTANDING:** Significant positive results shown. All goals completely (95 - 100) achieved, with no exceptions, plus "extras" accomplished with feedback for future improvements suggested by supplier. A supplier with whom the City should establish a long term relationship.

### Differentiation between *Qualified* and *Outstanding*

**Qualified:** All or virtually all requirements met and successful operations by supplier are repeatedly positive and beneficial to City operations.

**Outstanding:** All of the above plus supplier has contributed to the efficiency and effectiveness of City services through partnering with City staff.

**NOTE:** The comments/significant occurrences section may be re-used by the Reviewer to record specific elements of contract performance, either positive or negative, which have impact on the contract's effectiveness.

<b>SUPPLIER PERFORMANCE REVIEW (SPR)</b>
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	<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>	<u>ASSIGNED POINTS</u>
A.	<u>QUALITY PERFORMANCE</u> 1. SPECIFICATION COMPLIANCE ON A CONSISTENT BASIS.	35	_____
B.	<u>QUALITY RESPONSE</u> 1. ANSWER PROMPTLY AND ACT ON QUALITY PROBLEMS 2. IMMEDIATE CORRECTION OF ANY AND ALL PROBLEMS 3. INTEREST IN QUALITY IMPROVEMENT	35	_____
C.	<u>DELIVERY PERFORMANCE</u> 1. TIMELINESS 2. SHIPPING ACCURACY 3. DELIVERY PAPERWORK AND INVOICING	20	_____
D.	<u>SERVICE PERFORMANCE</u> 1. EMERGENCY SERVICE 2. TECHNICAL SERVICE 3. INNOVATIVE COST REDUCTIONS	10	_____

COMMENTS/SIGNIFICANT OCCURRENCES:

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<b><u>TOTAL POINTS ALL CATEGORIES</u></b>	100	_____
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**SIGNATURE:** \_\_\_\_\_  
Contract Administrator (Reviewer)

**PURCHASING AGENTS COMMENTS**

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**ACTION TAKEN:**

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**SIGNATURE:** \_\_\_\_\_  
Purchasing Agent

REVIEW FAXED OR MAILED TO SUPPLIER (DATE): \_\_\_\_\_



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PURCHASING DIVISION

**SUPPLIER COMMENTS & RECOMMENDATIONS**

THE PURPOSE OF THIS DOCUMENT IS TO ALLOW THE CITY'S SUPPLIERS OF GOODS AND SERVICES A FORMAT TO RESPOND TO THE CITY'S CONTRACT QUALITY REVIEW AND EVALUATE THE CITY'S METHODS AND STANDARDS AS THEY RELATE TO THE CONTRACT. THE CITY WISHES TO CREATE AN ATMOSPHERE WHERE PARTNERSHIPS MAY BE DEVELOPED WITH SUPPLIERS WHO DEMONSTRATE A WILLINGNESS TO WORK SUPPORTIVELY TO INCREASE QUALITY TO THE CITIZENS OF CORAL SPRINGS, LOWER TOTAL SYSTEM COSTS AND IMPROVE MUTUAL PRODUCTIVITY. THE CITY WISHES TO SEEK OUT AND REWARD THESE SUPPLIERS THROUGH EXTENDED CONTRACTS, BUSINESS GROWTH AND RECOGNITION OF QUALITY EFFORTS.

NAME OF SUPPLIER: \_\_\_\_\_

CONTRACT NAME: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

CONTRACT REVIEW PERIOD FROM: \_\_\_\_\_ TO: \_\_\_\_\_

SUPPLIER REPRESENTATIVE: \_\_\_\_\_

DATE OF RESPONSE: \_\_\_\_\_

**SUPPLIER COMMENTS & RECOMMENDATIONS**  
**PAGE 2**

1. Has the City met its obligations, i.e. reasonable and timely request for goods and services, access to delivery/work sites, a cooperative approach to solving problems, timely payment of invoices, etc.?

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2. With your experience in providing these goods and services, could you provide any recommendations regarding improvements to the City's methods of accomplishing its goals for this contract?

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3. Are there opportunities within this contract for mutually beneficial changes that would provide lower total system costs and sustain excellence in productivity and quality for both your firm and the City?

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**SUPPLIER COMMENTS & RECOMMENDATIONS**  
**PAGE 3**

4. Do any of the contractual requirements appear to be unduly strict or unnecessary from your point of view? If so, what recommendations would you make towards modifying them in such a way that would improve the level of quality for both parties?

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5. What is your firms reaction to the contract quality review which was performed on your contract with the City? Are there further issues which should be discussed regarding this contract and the review?

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**SUPPLIER COMMENTS & RECOMMENDATIONS  
PAGE 4**

**PURCHASING AGENTS COMMENTS**

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**ACTION TAKEN:**

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**SIGNATURE:**

\_\_\_\_\_ Purchasing Agent

REVIEW FAXED OR MAILED TO CONTRACT ADMINISTRATOR (DATE):

\_\_\_\_\_