

ORDINANCE NO. 2022-005

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING ALL SECTIONS OF THE TOWN OF SOUTHWEST RANCHES' PROCUREMENT CODE, CODIFIED IN THE TOWN'S CODE OF ORDINANCES, INCLUDING TO MODIFY THE PURCHASING THRESHOLDS; BRINGING THE PROCUREMENT CODE INTO CONFORMITY WITH RECENTLY ENACTED 2 CFR 200 FEDERAL REGULATIONS, STATE STATUTES AND BROWARD COUNTY CODE; TO PROVIDE AUTHORIZATION FOR THE USE OF ELECTRONIC TRANSMISSIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN'S CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 22, 2011, pursuant to Ordinance No. 2011-15, the Town adopted a new Procurement Code; and

WHEREAS, on July 12, 2012, pursuant to Ordinance No. 2012-08, the Town amended the existing Procurement Code; and

WHEREAS, the Town desires to adopt a revised and updated procurement code to provide standards and procedures to comport with the size, administration and policy goals of the Town; and

WHEREAS, adoption of a revised procurement code is within the broad home rule powers granted to the Town by the Florida Constitution, Chapter 166, Florida Statutes, and applicable law; and

WHEREAS, adoption of a revised procurement code is within the broad home rule powers granted to the Town by the Florida Constitution, Chapter 166, Florida Statutes, and applicable law; and

WHEREAS, the Town desires to adopt an electronic use authorization to facilitate its acceptance for all media types.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1: SHORT TITLE

This Ordinance and the attached EXHIBIT A Purchasing Manual shall be known and may be cited as the "Town of Southwest Ranches Procurement Code."

Section 2: PURPOSE

The purpose of this Procurement Code ("Code") is to establish specific directions and guidelines for employees and agents of the Town of Southwest Ranches ("Town") to use in purchasing commodities and services. All request for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this Code. This Code provides the policies and procedures that frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system that provides quality, integrity and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the Town. In addition to the procedures set forth in this Code, the Town shall also adhere to the requirements of recently enacted 2 CFR 200 Federal Regulations, where applicable and Florida Statutes, to the extent applicable to the Town. All forms contained within the Code may be amended in the best interest of the Town by the Town Administrator from time to time.

Section 3: AUTHORIZATION FOR THE USE OF ELECTRONIC TRANSMISSIONS

The use of electronic media, including acceptance of electronic signatures, is authorized consistent with State of Florida applicable statutory regulatory or other guidance for use of such media, so long as such guidance provides for:

Appropriate security to prevent unauthorized access to the bidding, approval, and award processes; and

Accurate retrieval or conversion of electronic forms of such information into a medium which permits inspection and copying.

Section 4: CONFLICTS

All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 5: SEVERABILITY

If any portion of this Ordinance is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Ordinance. If any Court determines that this Ordinance, or

any portion hereof, cannot be legally applied to any individual(s), group(s), entities(ies), property(ies), or circumstance(s), such determination shall not affect the applicability hereof to any other individual, group, entity, property or circumstance.

Section 6: INCLUSION IN CODE

It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Town of Southwest Ranches Code of Ordinances; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 7: EFFECTIVE DATE

This Ordinance shall be effective immediately upon its adoption.


(Signatures on the Following Page)

PASSED ON FIRST READING this 27th day of January, 2022 on a motion made by Vice Mayor Jablonski and seconded by Council Member Hartmann.

PASSED AND ADOPTED ON SECOND READING this 10th day of May, 2022 on a motion made by V/M Jablonski and seconded by C/M Hartmann.

Breitkreuz	<u>Yes</u>
Jablonski	<u>Yes</u>
Allbritton	<u>Yes</u>
Hartmann	<u>Yes</u>
Kuczenski	<u>Yes</u>

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>


Steve Breitkreuz, Mayor

ATTEST:


Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:


Keith M. Poliakoff, J.D., Town Attorney
1001.901.02



Purchasing Manual

Pursuant to Ordinance 2022-005
Passed First Reading January 27, 2022
Adopted Second Reading February 10, 2022

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Section 1.0 – OVERVIEW & BACKGROUND

The purpose of this Purchasing Manual (“Manual”) is to establish specific directions and guidelines for employees and agents of the Town of Southwest Ranches (“Town”) to use in purchasing goods and services. All requests for goods and/or services, and all purchases shall be for a public purpose and in accordance with this policy unless otherwise exempt under this policy. This Manual provides the policies and procedures that frame the purchasing of contractual services and commodities starting with the purchasing policy and proceeding through writing the contract document or purchase order. The scope of this introduction is limited to outlining the organization of the operating procedures along with a brief overview of the content of each section. In addition to the procedures set forth in this Manual, the Town shall also adhere to the requirements of Florida Statutes and Federal regulations, to the extent applicable to the Town.

The Town is committed to a system that provides quality, integrity, and competition in a sound and professional manner. Procurement guidelines allow for the necessary commodities and services to be purchased at the lowest possible cost, consistent with the quality needed to meet the requirements of a government.

In accordance with section 9.03 of the Town’s charter, the June 6, 2000, version of the Broward County Procurement code had served as the Town’s Procurement Code since the Town’s incorporation. Subsequently, the Town adopted Ordinance No. 2011-015 on September 22, 2011, as its initial Procurement Code and further revised its Procurement Code with Ordinance 2012-08 on July 12, 2012. In the future, all requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this new Procurement Code once adopted. This new Code provides the policies and procedures that frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. Additionally, this new code allows the Town to continue its commitment of a system that provides quality, integrity, and competition in a sound and professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the Town. Procurement continues to be a dynamic process that is continually evolving and that requires revision of procurement methods as experience and requirements change

Commencing in 2017 (FY 2018) and then lastly through late 2021 this manual, with sample exhibits and flowcharts, was developed and prepared by the Finance & Budget Department. It also was revised to incorporate new and required Federal and State pronouncements, including 2 CFR 200 regulations. Subsequently, it has been reviewed and vetted by Staff, appointed by the Town Administrator consisting of Russell Muniz, Assistant Town Administrator/Town Clerk; Rod Ley, Public Works Director/Town Engineer; Emily Aceti, Community Services Manager; December Lauretano-Haines, Parks, Recreation & Open Space Manager; and Sandy Luongo, General Services Manager. The Town Legal Department has also evaluated and reviewed for a thorough compliance.

Section 2.0 – GENERAL GUIDELINES

- 2.1 All contracts and all purchases will be authorized through and by the Town Administrator or designee. All duly authorized contracts shall be executed by the Mayor or Designee, and the Town Attorney as to form, in accordance with the Town's Charter.
- 2.2 It is unlawful for a Town officer or employee to order the purchase of any materials, supplies, equipment, or contractual services, or make any contract other than through the Town Administrator or designee. Any purchase order or contract made contrary to the provisions hereof shall be deemed an unauthorized purchase and deemed null and void.
- 2.3 The policies and procedures in this manual do not preempt the procedures used for the Town's Accounting.
- 2.4 Except as provided in the Code, purchases in excess of Level 3 require Town Council approval and shall be made utilizing an advertised sealed bid, proposal or qualifications process.
- 2.5 No contract, purchase, field purchase orders, or group of requisitions shall be subdivided to avoid the bid solicitation or quotation process.
- 2.6 All correspondence with suppliers shall be through the Town Administrator or designee, except in special cases where technical details involved make it advisable to delegate authority to others. In such cases, the Town Administrator or designee must receive copies of all correspondence.
- 2.7 All contracts exceeding the Town Administrator's authorization level shall be reviewed and approved by the Department Director, Town Attorney, and Town Administrator prior to execution. Once executed, the original contract shall be retained by the Town Clerk's office.
- 2.8 Deviations from the policies and procedures prescribed herein shall not be made without prior approval of the Town Administrator.
- 2.9 A Town employee including its Council Members, officers, and employees shall comply with the standards of conduct for public officers, employees and agents in accordance with chapter 112, Florida Statutes to the extent applicable to the Town.
- 2.10 Additionally, to the extent not inconsistent with applicable law, the terms and conditions of any federal, state or local grant may be incorporated into the solicitation terms for the subject project.
- 2.11 Authorization for the use of electronic transmissions. The use of electronic media, including acceptance of electronic signatures, is authorized consistent with State of Florida applicable statutory regulatory or other guidance for use of such media, so long as such guidance provides for:
 - a. Appropriate security to prevent unauthorized access to the bidding, approval, and award processes; and
 - b. Accurate retrieval or conversion of electronic forms of such information into a medium which permits inspection and copying.

Section 3.0 – PURCHASING AUTHORIZATION

- 3.1 The acquisition of supplies, equipment, and services necessary for the daily operations of the Town shall be the ultimate responsibility of the Town Administrator. Individual departments are responsible for requesting supplies, equipment, and services as necessary for their departmental operations. The Town Administrator is responsible for administering this Code. The Town Administrator is authorized and responsible for establishing and administering Purchasing Policies and Procedures consistent with this Code. Such administrative policies shall also include guidelines and requirements for the use of purchasing cards and for claims vouchers or check requests.
- 3.2 The Town Council, having the power to acquire commodities and/or services as well as personal and real property, delegate that responsibility to the Town Administrator to the extent provided in the Code. Town Council approval is required for all purchases of goods and services, including all commodities, contractual services, and award of construction projects when the cost is in excess of Level 3, as defined below. Unless an exemption applies pursuant to the terms of state law or this Code, competitive procurement shall be conducted for purchases more than Level 3.
- 3.3 The Town Administrator may exempt a transaction(s) from the standard processes of this Code if the transaction presents an emergency or if otherwise exempt in accordance with state law or this Code. In the event of an emergency (as defined in section 15.2), the Town Administrator shall provide for competition to the extent practicable. The Town Administrator shall also have discretion to suspend or terminate any solicitation or pending procurement when deemed in the best interest of the Town.
- 3.4 Specific Approval Authority Levels

Authority to approve purchases shall be in accordance with the thresholds, applicable to both individual transactions and aggregate amounts spent with a single vendor for a specific commodity or service, as set forth in the Table A, below.

Table A: Approved Thresholds

Amount	Authority
LEVEL 1: Less than \$1,000	Department Head <i>No quotations are required.</i>
LEVEL 2: Equal to or greater than \$1,000 But less than \$2,500	Purchasing Card, when applicable, or Claim Voucher by Department Head and written approval by Town Administrator <i>2 written or verbal quotes to the extent practicable.</i>
LEVEL 3: Equal to or greater than \$2,500 But less than 25,000	Town Administrator <i>3 written quotes are required.</i>
LEVEL 4: Equal to or Greater than \$25,000	Town Council <i>Competitive Procurement</i>

- 3.5 In accordance with the Approved Thresholds, the Town Administrator has the following authority:
- a. Award contracts for the purchase of commodities and contractual services, which are exempt from the requirements of formal competitive procurement when the total cost does not exceed Level 3.
 - b. Renewal of all contracts at or below Level 3 for commodities and contractual services provided that the following criteria are all satisfied:
 1. The terms and conditions of the original contract expressly provide for the Town's right to renew the contract at the same prices as originally awarded by the Town Council or within price adjustment clause parameters as defined in the solicitation documents or agreement.
 2. The Town 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 Town. 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 Town 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.
 3. The Town Administrator has evaluated the performance of the contractor under the existing contract term and has determined in writing that such performance meets established criteria regarding service, responsiveness, and quality levels.
- 3.6 To sell, trade or otherwise dispose of surplus and obsolete personal property belonging to the Town either by sale, barter, or exchange, by sealed bid, public auction, trade in or any other means of disposal as may be appropriate and in the best interests of the Town. Disposal of surplus or obsolete personal property more than an aggregate value of \$1,000 or \$250 per item, per quarter, shall be made only after approval by the Town Council. (Also per, Resolution 2013-051)
- 3.7 Leases of real property must be authorized and approved by the Town Council. Any lease agreements for the use of Town Hall whether exclusive or non-exclusive, shall not exceed one (1) year.
- 3.8 The Town Administrator shall have no authority to purchase, lease or sell real property without prior Town Council authorization and approval.

Section 4.0 – DEPARTMENT RESPONSIBILITY

4.1 Purchasing

The Town Administrator or designee shall adhere to a high standard of ethics, and promote the Town's reputation for courtesy, transparency, fairness and impartiality. The responsibility for achieving this goal rests with each individual who participates in the purchasing process.

Staff involved with the purchasing process is responsible for administering purchasing policies and shall be charged with the responsibility of ensuring that all purchases are made legally and responsibly in compliance with this Manual and any adopted policies, as well as applicable federal, state, and local laws.

4.2 User Departments

User Departments shall allow ample time for the Town Administrator or designee to place the order and for the vendor to deliver; provide clear and accurate descriptions of goods and services to be purchased; provide technical specifications; not subdivide any purchase or contract solely to avoid competitive procurement/solicitation or approval requirements as prescribed in this Manual; and verify receipt of commodities or completion of services in accordance with initial purchase request.

4.3 Requestor

- a. Complete the Purchase Requisition form (Exhibit 16)
- b. Follow the Town's purchasing policies & procedures outlined in the Purchasing manual.
- c. Prepare clear and unrestrictive technical specifications when needed for products or services.

Send complete and proper specifications for bid solicitation, or proper documentation when exercising an option to "piggyback" or declaring Sole/Single/Emergency source procurement in lieu of performing our own competitive bid process.

Section 5.0 – CONTRACT ADMINISTRATION

5.1 A *contract* is the legal document that spells out the responsibilities of the supplier of commodities or services *and* the Town. Clarity is essential so that disputes can be avoided. Contract types vary according to form, and according to the distribution of risk and responsibility between the supplier/contractor and the Town. There are three major elements or stages of the purchasing process, each of which is equally important:

- a. *Planning and scheduling purchasing and purchasing activities to meet program and budgetary objectives:* Planning is necessary in order to consolidate purchases and achieve economies of scale. Scheduling takes advantage of market cycles by anticipating the best time to buy. Departments that budget effectively estimate their need for commodities and services in advance. From these estimates, a purchasing schedule can be created that takes into account and consolidates Department needs.
- b. *Source selection:* This is the process through which solicitations are issued, advertisements run, vendors selected, and commodities or services received. Staff in both user Departments and working with the Finance & Budget Department must work closely to define what is to be purchased. Together, they develop specifications and scopes of work reflecting the Department's knowledge of its needs in obtaining commodities or services and the Town Administrator or designee's knowledge of the market. The Town Administrator will determine the appropriate purchase method and type of contract, and the appropriate staff shall issue the solicitation and receive bids/offers in response to the competitive process or as otherwise provided in this Code. The appropriate staff shall obtain the executed contracts and the commodities/services shall be delivered in accordance with the solicitation.
- c. *Contract monitoring and administration:* Lead responsibility for contract administration primarily falls on Department personnel with advice and support from the Finance & Budget Department. All new contracts in excess of \$500,000 (cumulative throughout the term of the agreement and pursuant to an end date) will include a debrief meeting utilizing (Exhibit 14) which will include Procurement, Town legal staff, the responsible department, and Finance &

Budget staff. The Town's Procurement and Budget Officer will be charged with scheduling these occurrences which will be documented through the Contract Debrief Form (See Exhibit14).

5.2 CONTRACT ADMINISTRATION

This element ensures that the terms of the purchase order/agreement are enforced and that invoices comply with the terms of the purchase order or contract and are timely paid. Invoices are approved and submitted for payment through the Finance & Budget Department, and the quality of commodities and services are monitored and evaluated by the user Department. If the Department wishes to change the specifications or scope of services, it consults with the Town administrator or designee to negotiate a change order. If the Department is dissatisfied with its purchase, then the Department or designated employee forces corrective action by the vendor. When the contract is completed, the Department staff "closes out" the solicitation with the assistance of the Procurement and Budget Officer or designee if needed (for example, recovering equipment from the vendor, completing, and evaluating the purchase, making sure all bills are paid and the purchase file is complete, and forwarding suggestions for improvements to the Town Administrator or designee). The appropriate staff may notify the vendor of applicable suggestions and comments This is the final phase of the purchasing cycle and begins at the point a contract or Purchase Order is executed. The objective of contract administration (User Department and Town Administrator or designee) is to ensure that the vendor complies with the contract. Only then can the public be sure that it received what it paid for.

The common types of contract types are as follows:

- **Multi-Term Contracts** – A contract for commodities or services may be entered into for any specified period of time deemed to be in the best interests of the Town, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting.
- **Multiple Source Contracting** – A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The Town shall not be held responsible for any invoice, change or claim of whatever charge or nature unless the purchase of goods or services is approved in accordance with Procurement Code.
- **Open-end Contracts** – The Town Administrator or designee shall issue open-end contracts as necessary and reasonable, based on competitive pricing. Except as otherwise required by state law, the estimated annual usage shall govern the proper authority for awards of these contracts.
- **Contract Terms** – Contracts shall contain such terms and conditions necessary to protect the interests of the Town, and as may be required by law, including, but not limited to, insurance, indemnification, liquidated damages, bonding and termination, with and without cause.

5.3 RENEWAL OF CONTRACT

Unless otherwise provided by law, a contract for commodities or services may be entered into for any period of time deemed to be in the best interest of the Town, provided the term of the contract and conditions for renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of the renewal. (See Exhibit 3 – Contract Renewal form)

5.4 EXTENSION OF CONTRACT

Extension of a non-chartered official contract shall be in writing for a period not to exceed a cumulative total of two (2) years and shall be subject to the same terms and conditions set forth in the initial contract.

5.5 TERMINATION OF CONTRACT

Generally, a contract can only be terminated under conditions specified within it. Contracts can be terminated for non-performance (default) if, after being notified, the vendor fails to comply with the terms of the contract. Contracts may also be terminated for convenience by the Town, to cover unforeseen circumstances, where commodities or services are no longer needed, as a result of budgetary constraints, or for any other reason(s) including defamation / slander deemed to be in the Town's best interest, and in its sole discretion.

Section 6.0 – CHANGE ORDERS

Any change in the contract price, scope of work or time for completion of any project following the award of a contract by the Town Council shall be by a written change order, approved by the Town Administrator or designee. Change orders must be executed by the Town Administrator. Change orders must be executed by the Town with the same formalities of the initial contract. Town Council approval is required for change orders equal to or greater than \$25,000. A reduction in dollar value/rates or minor changes in specifications, terms or conditions that do not increase the cost, time for completion or scope of the project may be approved in writing by the Town Administrator without formal Council approval. The requesting department shall create a purchase order for the Change Order amount after the Change Order is approved.

Section 7.0 – COMPETITIVE BIDDING AND OTHER PROCUREMENT METHODS

- 7.1 When a one-time purchase or an accumulation of multiple purchases for a specific commodity or service (whether over a period of one year or over a period that spans the fiscal year) is more than Level 3, user Departments are expected to consult with the Town Administrator or designee for competitive bidding or alternative options.

Purchases of materials, supplies, equipment, and contracted services within Level 4 will normally be acquired through competitive bidding.

The only exceptions permitted to this policy are those authorized in the Procurement Code. Typical purchasing methods include the following:

- 7.2 ***Request for Quotation (RFQ):*** A solicitation process not publicly advertised which commonly involves standard well-defined commodities or services for costs below Level 4. A response to an RFQ by a prospective vendor is not considered intent to award and does not form a binding contract.

Department head will ensure vendor completes, if applicable, and returns the following forms and is approved by procurement before authorizing purchase.

- a. Current W-9 IRS form
- b. Vendor Application
- c. Sunbiz incorporation information (Florida Department of State Division of Corporations, www.sunbiz.org)
- d. E-Verify Memorandum of Understanding Registration certificate
- e. General Terms and Conditions
- f. 2 CFR 200 checklist if required for purchase

7.3 ***Request for Information (RFI)***: Made typically during the project planning phase where Town staff cannot clearly identify product requirements, specifications, and purchase options. RFIs clearly indicate that award of a contract will not automatically follow. Information gathered through an RFI is commonly used to create a solicitation document.

7.4 ***Invitation for Bid (IFB)***: A sealed bid process which means a written solicitation for competitive sealed bids with the title, date and time of the public bid opening designated and specifically defining the commodity, group of commodities, or services for bids that are sought.

7.5 ***Request for Proposal (RFP)***: Structured competitive sealed proposals provide for full competition among offerors. The competitive sealed proposals method allows evaluation of other important and complex factors as well as price, such as experience, past performance, approach to the problem posed by the Town, etc. Price need not be the most important evaluation criterion in the evaluation, and award is not necessarily determined by the lowest price offered. The evaluation criteria must be weighted and included in the terms of the solicitation.

7.6 Consultants' Competitive Negotiation Act (CCNA): Request for Letters of Interest (RLI)

Where applicable, the Town adheres to the procedures established by Florida Statutes § 287.055 "Consultants' Competitive Negotiation Act" (CCNA). It is utilized specifically to select "professional" services, including architect, engineer, landscape architect, or land surveying or mapping services, and using an RLI.

It is a two-step method with selection of a vendor made by merit or qualifications first without consideration of price, followed by negotiation of a contract with the firm determined by the Town to be the most qualified.

Firm(s) desiring to provide professional services for a project with the Town shall timely submit Letters of Interest containing evidence of current professional status, capabilities, adequacy of personnel, past record and related experience, list of sub-consultants, financial strength and other information required by the RLI necessary for evaluation.

In cases where the CCNA is not applicable based on monetary thresholds, or the type of the service to be provided, procurement of professional services will be made in accordance with the Procurement Code and may utilize an RLI process where separately sealed price proposals are submitted. In such cases, a selection committee shall short list no fewer than

three (3) vendors based upon qualifications and rank the vendors based upon merit, qualifications, and the price proposals which shall be opened after the short listing. In the event that the Town receives fewer than three proposals, the committee shall evaluate and rank the responsive proposals received. Negotiation of price is not required. Nothing herein shall be construed as precluding the Town from using a Two-Step Contracting method, and where not otherwise prohibited by applicable law.

- 7.7 **Construction Services:** The procurement of construction services shall be in accordance with the Procurement Code and where applicable, the Town shall also adhere to the requirements established by Florida Statutes, Sections 255.0525 and 255.20.
- 7.8 **Design-Build Professional Services:** Where the Town desires one firm to be responsible for both design and construction services, the firm shall be selected and contracted pursuant to Florida Statutes, Section 287.055.
- 7.9 **Construction Management at Risk:** This is a method used to procure a Construction Manager, and which may result in a guaranteed maximum price for construction and time for completion. Such procurements shall be in accordance with the Procurement Code and in any manner permitted by the Florida Statutes, including Sections 255.103 and 287.055 or 255.20.
- 7.10 **Value Engineering:** Contractor may request substitution of Materials, articles, pieces of equipment, or any changes that reduce the Contract Price by making such request in writing. Town will be the sole judge of the acceptability of any proposed substitute, and no substitute will be ordered, installed, used, or initiated without Town's prior written acceptance by a Change Order or an approved Shop Drawing. In no event will any substitution accepted by Town result in an increase in the Contract Price or Contract Time. By making a request for substitution, Contractor agrees to pay directly to Town all Town's fees and charges related to Town's review of the request for substitution, regardless of whether the request for substitution is accepted by Town. Any substitution submitted by Contractor must meet the form, fit, function, and life cycle criteria of the item proposed to be replaced, and there must be a reduction in Contract Price including Town review fees and charges. If a substitution is approved, the net dollar savings shall be shared equally between Contractor and Town and shall be processed as a deductive Change Order. Town may require Contractor to furnish, at Contractor's expense, a special performance guarantee or other surety with respect to any substitute approved after award of this Contract.

Section 8.0 – COMPETITIVE BID PROCEDURE

8.1 GENERAL GUIDELINES:

1. GENERAL REQUIREMENTS:

The following procedures shall be used for purchases within Level 4. The Town Administrator shall be responsible for determining the procurement method (IFB, RFP or RLI) to be used for a particular procurement. The solicitation document should include, at a minimum, the purchase requisition form (Exhibit 16):

- a. The purchase description; and
- b. Specifications covering the item(s) needed; and

- c. Terms and conditions of the proposed contract; and
- d. General and special instructions to bidders, including the manner in which bids are to be submitted and the criteria for evaluating them; and
- e. Price sheets for the vendors to submit prices for the items requested and price increases for renewal years; and
- f. An offer and acceptance sheet for the vendor to sign its bid; and
- g. The date, time, and location where bids or proposals will be accepted; and
- h. All responsive / deemed responsible bids are to be valid for a minimum of 120 days after bid opening.

2. SELECTION AND NEGOTIATION COMMITTEES:

- a. Where a Selection Committee (SC) or Selection and Negotiation Committee (SNC) is required, the Town Administrator shall appoint the committee members. Town Council Members shall not serve on either a SC or a SNC. Selection Committees shall have a minimum of three (3) and a maximum of five (5) members and be comprised by an odd number of members. For three member committees, at least one member shall be a Town employee, and for five member committees, at least two members shall be Town employees. Except as provided in this subsection, no person other than Town employees may serve on a SC or SNC. Persons from the private sector may be appointed as members of committees when contractual arrangements require the participation of the private sector. Persons who are experts in certain areas may also be appointed to serve on committees. Additionally, representatives of the Broward County Chapter of the Florida Engineering Society and the AIA Fort Lauderdale may be appointed as members of committees for projects in which such local construction knowledge and experience is applicable. All committee members shall be free of conflicts of interest as provided in Part III, Chapter 112, Florida Statutes, as amended to the extent made applicable to the Town.
- b. Department staff involved in the purchase and the Procurement and Budget Officer, or designee shall assist the SC or SNC with respect to background and reference checks, confirmation of responsiveness, coordination of meetings and other administrative tasks as may be necessary. The office of the Town Attorney shall provide advisory legal assistance to the committee. A majority of the members of the committee shall constitute a quorum, except in no event shall a quorum be less than three (3) members. Once a quorum is established, a committee meeting may start without regard to the absence of any other committee member. Appearance by telephone or conference call, as may otherwise be provided in this Code shall be permitted to achieve a quorum. Physical presence of committee members is required during any meetings wherein presentations or question and answer sessions are conducted with vendors and for ranking decisions. A committee member who is not present during a majority of the presentations or question and answer sessions shall not vote on the ranking itself. Portions of meetings of the SC or SNC shall be exempt from the Sunshine law in accordance with Florida Statutes, Section 286.0113.
- c. If no contract negotiation is required, the Town Administrator may proceed to present the ranking and award recommendation to the Town Council. If negotiation is required with the top ranked firm, the committee shall proceed to meet with the top ranked firm as soon as practicable in accordance with the standard procedures set forth in this subsection. Alternatively, if negotiation by a committee is not required, and as may be provided in the solicitation, the Town may designate a purchasing negotiator, who assisted by Town staff, will

attempt to negotiate a contract with the first-ranked/highest-evaluated vendor. The negotiated contract will be forwarded by the purchasing negotiator to the Town Administrator for final consideration by the awarding authority.

3. CONE OF SILENCE

a. Defined.

"Cone of silence", as used herein, means a prohibition on any communication regarding a particular request for proposal ("RFP"), request for letters of interest ("RLI") or Invitation for Bid ("IFB"), between:

1. A potential vendor, service provider, proposer, bidder, lobbyist, or consultant;
2. The Town Council Members, Town's professional staff including, but not limited to, the Town Administrator and his or her staff, or any member of the Town's selection or evaluation committees.

b. Restriction; notice.

A cone of silence shall be imposed upon each IFB, RFP and RLI, from the time of the advertisement or during such other procurement activities as declared by the Town Council. At the time of imposition of the cone of silence (Exhibit 19), the Town Administrator shall provide for public notice of the cone of silence by posting a notice at the Town Hall. The Town Administrator or designee shall issue a written notice thereof to the affected Departments, file a copy of such notice with the official procurement file, with a copy thereof to each Town Council Member, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this subsection. Except as set forth in division (d) during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

1. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and
2. The Town Administrator or any person or group of persons appointed or designated by the Town Council or the Town Administrator to evaluate, select, or make a recommendation to the Town Council or the Town Administrator regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

c. Termination of cone of silence.

The cone of silence shall terminate at the time the Town Council takes final action or gives final approval of a contract, or in the event the Town Administrator rejects all bids or responses, to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process. However, if the Town Council refers the solicitation back to the Administrator, staff or committee for further review, the cone of silence shall be re-imposed until such time as the Administrator makes a subsequent written recommendation and commencement of the subsequent Council meeting.

d. Exceptions to applicability.

The provisions of this section shall not apply to:

1. Oral communications at pre-bid conferences;
2. Oral presentations before selection or evaluation committees;
3. Public presentations or comments made to the Town Council when the solicitation is on a duly noticed agenda;
4. Communications in writing with the Town employee designated by the solicitation. The bidder or proposer shall file a copy of any written communication with the Procurement and Budget Officer or designee. The Procurement and Budget Officer or Designee shall make copies available to any person upon request;
5. Communications regarding a particular RFP, RLI or IFB between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Town employee designated responsible for administering the procurement process for such RFP, RLI or IFB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
6. Communications with the Town Attorney and his or her staff;
7. Duly noticed site visits to determine the competency of bidders or proposers regarding a particular solicitation during the time period between the opening of bids or proposals and the time the Town Administrator makes his or her written recommendation;
8. Any emergency procurement of goods or services pursuant to Town Code;
9. Responses to the Town's request for clarification or additional information;
10. Contract negotiations during any duly noticed public meeting;
11. Communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Administrator and his or her staff are in writing or are made at a duly noticed public meeting.

e. Penalties.

Prior to an award, violation of this section shall result in the disqualification of the bidder or proposer from further consideration. After an award, discovery of a violation by a particular bidder or proposer shall render any RFP award, RLI award or bid award to said bidder or proposer voidable by the Town, and in the Town's sole discretion.

4. PUBLIC NOTICE

Unless pre-authorized by the Town Administrator, public notice of formal competitive solicitations shall be given adequate time prior to the date set forth in the notice for the opening of bids and proposals. Such notice shall be given by posting on-line, and by

advertising service or publication in a newspaper of general circulation in the Town. The notice shall state the place, date and time of the bid or proposal opening. The notice requirements may be altered when required by applicable Florida Statutes.

a. Bid and proposal submission

Bids, proposals and responses to competitive solicitations shall be submitted online via the E-Bidding platform as per the Town's website. Bids, proposals, or responses submitted by fax or email shall not be accepted. Additionally, bids, proposals, or responses which are in pencil shall not be accepted.

1. When required by the solicitation, a pre-bid or pre-proposal meeting may be held after the issuance of the solicitation and before the bid or proposal due date, and in accordance with the solicitation.
2. Bids and proposals shall be opened publicly by the Town Administrator or designee and shall be witnessed by any person duly authorized by the Town Administrator at the time and place designated in the public notice of the solicitation. Persons in attendance at all bid meetings shall be documented by sign-in sheet.
3. For all proposals, a register of proposals shall be prepared and maintained by the Procurement and Budget Officer or designee containing the name of each offeror.
4. 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.
5. Where applicable, Selection Committee meetings must be publicly noticed, convened and recorded within reasonable time from the opening and in accordance with the solicitation and Florida Statutes, Sections 286.011 and 286.0113. Notwithstanding anything herein which may be construed to the contrary, information which is exempt from public inspection or copying pursuant to Florida Statutes, Section 119.071, shall not be disclosed during bid or proposal opening, and shall be maintained as exempt unless and until disclosure is required or permitted by law.

Section 9.0 – RECEIPT AND CONTROL OF BIDS AND PROPOSALS

Guidelines

- a. All sealed bids/proposals and responses to RLIs shall be submitted online using the E-Bidding platform as per the Town's website. Late bids/proposals will not be accepted. The Town may choose to use in-person submission if necessary.
- b. The modification or withdrawal of bids/proposals is permitted at any time before opening, but only upon written request by an authorized representative of the bidder/proposer. The designated purchasing staff shall conduct the bid/proposal opening as follows:
 1. Identify the transaction being conducted.
 2. Open bids/proposals and read in any order.

3. Announce and read aloud by title or reference number of the solicitation and the name of each bidder/proposer.
 4. Bids or proposals received shall be tabulated as soon as practicable. The tabulation shall contain the name of each offeror and may include any other information necessary to determine responsiveness.
 5. To the extent required by Florida Statutes, Section 255.0518, bid openings for construction or repairs on a public building or public work will be opened at a public meeting, and the name of each bidder and the price submitted shall be announced.
- c. The Town Administrator shall have the authority to reject any bid, proposal or response as non-responsive, and to waive minor irregularities.
 - d. The Town may accept a voluntary reduction from a low bidder/offeror 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/responsible bid. In the event that all bids for a construction project exceed available funds, as determined by the Town Administrator, the Town Administrator is authorized, where time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate, or to designate a person to negotiate for the Town, an adjustment of the bid price, including changes in the bid requirements of the low, responsive and responsible bidder, in order to bring the bid within the amount of available funds.
 - e. Errors in extension of unit prices or in mathematical calculations in bids may be corrected by the Town prior to award. In all cases of errors in mathematical computation, the unit prices shall not be changed. A bidder may be permitted to correct clerical errors, in the sole discretion of the Town, where the error is a minor technicality or irregularity, and when the intended bid amount is ascertainable from the bid document itself. The terms of the solicitation may prescribe that the total bid amount shall control, notwithstanding inclusion of unit prices.

9.2 Modification and withdrawal of bids

Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the office of the Procurement and Budget Officer or designee 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, prior to acceptance of a bid or proposal, a bidder claims a mistake in pricing and requests to withdraw its bid or proposal, the decision as to whether to permit withdrawal will be made by the Town Administrator, and in the Town's sole discretion. In determining whether to permit a bidder to withdraw its bid or proposal, the bidder shall provide such information, including but not limited to, sworn statements which may be requested by the Town.

9.3 Modification to solicitation documents

Any modification of the invitation to bid, request for proposals, or request for letters of interest made prior to the submittal deadline 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.

9.4 Bid documents become property of the Town

All bids and accompanying documentation received from bidders in response to the invitation to bid shall become the property of the Town 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 Town. The costs of bid preparation shall be borne solely by the vendor.

9.5 Authority to Award to Second Low Bidder

If within 120 days after bids are opened, or any period bids are required to remain open for acceptance pursuant to the solicitation, the contract with the initial awardee is canceled, the awarding authority may elect to award the contract to the next low responsive and responsible bidder.

9.6 Retention and Storage of Procurement Files

Any and all procurement determinations relating to the solicitation, award or performance evaluation of bids or proposals shall be maintained by the Town in accordance with State of Florida records retention guidelines.

All procurement records shall be retained and disposed of by the Town in accordance with records retention guidelines and schedules approved by the Division of Archives of the State of Florida. If a contract is funded, in part or in whole, by another agency, then all procurement records pertaining to that contract shall be maintained for the time specified in the funding contract.

Section 10.0 – BID SECURITY AND PERFORMANCE BONDS

- 10.1 BID SECURITY/BOND or other forms of bid or proposal security shall be required on all competitive sealed bidding or requests for proposals for construction, design build, or other solicited project contracts when the price for the project is estimated to exceed one hundred thousand dollars (\$100,000). The bid security shall be a bond provided by a surety company authorized to do business in this State, or the equivalent in cash, certified check, cashier's check, irrevocable letter of credit or an alternate form of security for the same purpose subject to the same conditions and in a form acceptable to the Town as bid security. Nothing herein shall prevent the requirement of such bonds on construction contracts under two hundred thousand dollars (\$200,000) and in the sole discretion of the Town. The amount of the bid security shall be determined by the Town Administrator or designee and set forth in the solicitation.
- 10.2 The bid or proposal security of unsuccessful bidders or offerors will be returned within a reasonable time after the bid or proposal opening (but not before recommendation of award). The bid or proposal security of the successful or offerors and those bidders or proposers who may be reasonably susceptible of an award, will be retained until such successful bidder or offeror has executed the contract and furnished the required certificate(s) of insurance and payment and performance bonds.

- 10.3 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 designated Town employee, within the time specified in the instructions to bidders or offerors, the Town will annul the notice of award and the entire sum of the bid or proposal security shall be forfeited.
- 10.4 Early withdrawal of any bid or proposal by offeror without approval by the Town shall result in proposal security being forfeited. Unless otherwise specified in the IFB or RFP, bids and proposals may not be withdrawn for a period of 120 days from the opening.
- 10.5 PAYMENT AND PERFORMANCE BONDS are mandatory for all construction contracts in excess of two hundred thousand dollars (\$200,000.00). The following bond or security shall be delivered to the Town and shall become binding on the parties upon the execution of the contract:
- A payment and performance bonds each in an amount equal to one hundred and ten (110) percent of the price specified in the contract and conditioned that:
- a. the contractor shall promptly make payments: to all persons (as defined in Section 713.01, Florida Statutes) who furnish labor, materials, supplies, equipment, or commodities used directly or indirectly in the performance of the work provided for in the contract; and
 - b. the contractor shall perform the contract in the time and manner prescribed in the contract; or
 - c. in lieu of payment and performance bonds, the Town, in its sole discretion, may accept cash, money order, certified check, cashier's check, irrevocable letter of credit, or alternative form of security, in the amount of one hundred and ten (110) percent 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. All bonds shall be in conformance with Florida Statutes 255.05 and 287.0935.
- 10.6 Reduction of Payment and Performance Bond Amounts – Except where required by Florida Statutes, Section 255.05, and after notice to the Town Council, the Town Administrator or designee is authorized to reduce the amount of performance and payment bonds to 50% of the contract price for each bond when a written determination is made by the Town Administrator or designee and that it is in the best interests of the Town to do so. Nothing in this Section shall be construed to limit the authority of the Town to require a performance bond, payment bond, or other security in addition to those bonds referenced in this Code.
- 10.7 Insurance – For construction and other services contracts, the solicitation should specify the amount of insurance and coverage requirements.
- 10.8 Authority to Require Additional Bonds - Nothing in this Section shall be construed to limit the authority of the Town to require a performance bond, payment bond, or other security in addition to those bonds, or in circumstances other than specified in Piggybacks, Cooperatives, or in this Manual.

Section 11.0 – CANCELLATION AND REJECTION OF BIDS AND PROPOSALS

- 11.1 An Invitation for Bid, a Request for Proposal or other solicitation may be cancelled or any or all bids/proposals may be rejected in whole or in part when it is in the best interest of the Town. Each solicitation shall generally contain a notice of the foregoing. Notice of cancellation shall include posting in the Town Hall and/or posting to the Town website.

The Town may reject any bid or proposal for any of the following reasons:

- a. If the evidence submitted by the bidder or offeror or if the investigation of such bidder or offeror fails to satisfy the Town that such bidder or offeror is properly qualified or responsible to carry out the obligations and to complete the work contemplated therein. In determining whether a bidder or offeror is responsible, the Town shall have the authority, in its sole discretion, to consider matters such as past performance, references, litigation history, criminal records, prior and pending claims and disputes with the Town or other public agencies, including relevant information as to the bidder or offeror's affiliated entities and principals, and such other matters as may be deemed relevant in determining responsibility.
- b. If there is reason to believe collusion exists among bidders or offerors.
- c. 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 Town reserves the right to waive such technical errors as may be deemed in the best interest of the Town.

11.2 Reserved Rights

The Town Council reserves the right to reject any and all bids, proposals or other offers to furnish professional or contractual services. The Town shall indicate this reservation in all solicitations for contractual or professional services. If the Town finds it necessary to reject all bids, proposals or offers, a written statement to this effect shall be placed in the bid/proposal file, and the bidders/proposers shall be notified. The Town may then republish the notice seeking goods, services or professional services, with any appropriate modifications at the direction of the Town Council.

Section 12.0 – EVALUATION AND SELECTION

- 12.1 The evaluation and selection process shall be in accordance with the solicitation document and will focus on the criteria for contract award: the general criteria (established in statute, ordinance or rule, if applicable) and the specific criteria enumerated in the solicitation that are applicable to the particular purchasing involved.
- 12.2 For Selection Committee or Selection and Negotiation Committee meetings that do not involve any type of presentation by the proposers or ranking decisions, and in cases of hardship, committee members may participate by telephone, provided that a quorum is otherwise achieved by the physical presence of other committee members. Except where provided by Florida Statutes, Section 286.0113, committee meetings are to be open to the public and shall be posted as such in Town Hall and/or on the Town website. Meetings shall be recorded by the Procurement and Budget Officer or designee. Committee meetings shall not be construed as public hearings; such that public comment is not required.
- 12.3 A scoring system will be used to document individual evaluations and as set forth in the solicitation. Discussions or presentations may be conducted with responsive and responsible offerors whose submitted proposal is determined to be reasonably susceptible of being accepted for award, for purposes of clarification and to assure full understanding of the proposal, and as may otherwise be provided in the solicitation. Such discussions or presentations may be limited to those proposers who have been short-listed or otherwise qualified. Where applicable, committees may also conduct

negotiation strategy sessions and negotiation sessions with the top ranked firm in accordance with the solicitation document and Florida Statutes, Section 286.0113.

- 12.4 For IFBs, contract awards shall be made to the lowest, responsive and responsible bidder whose bid is determined in writing to be the most advantageous and best value to the Town.
- 12.5 For RFPs or RLIs, the Selection Committee will recommend the proposed award of contract to the Town Administrator for his review and concurrence prior to submission to the Town Council for approval. The Town Council shall have final decision-making authority to award a contract, or to reject all bids or proposals, and as may be in the best interest of the Town.
- 12.6 Competitive Selection for services subject to CCNA; Design-Build Projects
 - a. Where applicable, all contracts for professional services as that term is defined in the Consultants Competitive Negotiations Act, F.S. 287.055, as amended, from time to time, shall be awarded in accordance with the procedures set forth in that Act, this Manual, and any Town procurement procedures adopted in furtherance of that Act.
 - b. The Town will appoint a SNC to evaluate each letter of interest submitted regarding qualifications and performance ability. The SNC shall conduct discussions with, and may require public presentations by, no fewer than three (3) firms, (unless fewer than three letters of interest/proposals are submitted then all firms may be required to provide presentations) regarding their qualifications, approach to the project, and ability to furnish the required services. The SNC will thereafter rank the firms.
 - c. Design-Build Projects
 1. The Town Administrator or in consultation with the Town Council, shall evaluate and determine whether to utilize the design-build procurement method for a particular project. If this method is selected, the Town will prepare a design criteria package or procure a design criterion professional to prepare the design criteria package in accordance with Florida Statutes, Section 287.055. The Town Administrator or designee shall also determine whether the selection procedure will be a qualifications-based selection process as specified by Florida Statutes, Section 287.055, or a competitive proposal-based process utilizing a RFP. The solicitation document shall provide the specific terms and procedures to be utilized for the particular project.
 2. Qualifications-Based Selection. If the Town utilizes a qualifications-based process, an appropriately licensed design professional shall be employed or retained by the Town to serve as the Town's representative during the selection process. Further, the top-ranked firm which enters into a contract will be, subsequent to competitive negotiations, required to establish a guaranteed maximum price and guaranteed completion date.
 3. Competitive Proposal Selection. If the Town utilizes a competitive proposal selection process for the procurement of a design-build firm, in addition to the other applicable terms, and conditions and procedures set forth in this Manual, the process and the advertised RFP shall include:
 - i. The preparation of a design criteria package for the design and construction of the public construction project, and which shall be prepared prior to the RFP.

- ii. The qualification and selection (short listing) of no fewer than (3) design-build firms as the most qualified, based upon qualifications, availability, and past work of the firms, including the partners or members thereof.
- iii. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.
- iv. The solicitation of the competitive proposals, pursuant to the design criteria package, from these qualified design-build firms and the evaluation of the responses or bids submitted by those firms shall be based on the evaluation criteria and procedures established and incorporated within the RFP.
- v. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the Town of the detailed working drawings of the project; and evaluation of the compliance of the project construction with the design criteria package by the design criteria professional. The design criteria professional shall attend the meetings of the Selection Committee in order to provide assistance with the evaluation of the responses.
- vi. In the case of public emergencies, the Town Administrator may declare an emergency and authorize negotiations with the best qualified design-build firm available at that time, and in accordance with the Procurement Code.

12.7 The Town Administrator shall have the authority to remove and replace a selection committee member for cause, such as failure to attend scheduled meetings or inability to serve on the committee, or for other unforeseen circumstances.

Section 13.0 – BID PROTESTS

13.1 Prospective bidder(s) or offeror(s) may file an administrative protest in writing to the Town Clerk's Office challenging specifications within three (3) days (excluding weekends and legal holidays) after the public posting or advertising, whichever is later, of the IFB, RFP or RLI by the Town Clerk's Office.

A bidder or offeror, in connection with and prior to awarding of any contract, shall file an administrative protest in writing with the Town Clerk's Office within five (5) days (excluding weekends, and legal holidays) after posting of the recommended award, for public viewing at the Town Clerk's Office. It is the responsibility of all bidders, proposers, offerors, or contractors affected by the proposed award of contract to review public postings on the Town website and publicly located in Town Hall. There may be additional means utilized for posting both advertisements and awards. In order to maintain a protest, a protestor must have standing as established by applicable Florida Statutes and interpretive Florida case law. Protests filed by a bidder or offeror which does not have standing may be summarily denied without a formal decision.

13.2 A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

- 13.3 Protestors shall file their written protests with the Town Clerk's Office between the hours of 9:00 a.m. and 5:00 p.m. Written protests shall contain, at a minimum:
- the name of the petitioner;
 - the petitioner's address and phone number, and fax number;
 - the name of the petitioner's representative, if applicable;
 - the name and bid number of the solicitation;
 - a plain and clear statement of the facts and grounds upon which the protest is based; and
 - a specific request for the relief to which the petitioner deems itself entitled, or the remedy requested.
- 13.4 An administrative written protest is deemed filed with the Town when it is delivered to and received by the Town Clerk's Office. Delivery to and receipt by any other Town staff member or Officer is not valid.
- 13.5 Failure to file a timely formal written protest within the time period specified shall constitute a conclusive waiver by the vendor of all rights of protest under this protest procedure and shall thereafter prevent any judicial review. Additionally, grounds not raised in any administrative protest shall be deemed waived in any Town protest procedure and/or in any subsequent judicial review.
- 13.6 In the event of a timely administrative protest, the Town shall not proceed further with the solicitation or award of the bid/contract until all administrative remedies have been exhausted or until the Town Administrator determines to award the bid contract without delay in order to protect the public health, welfare or safety.
- 13.7 Within seven (7) days (excluding weekends, and legal holidays) of receipt of the formal written protest, the Town Administrator or designee shall attempt to settle or resolve the dispute. If the administrative protest is not resolved by mutual agreement, the Town Administrator shall render a written decision. A copy of the decision shall be sent by certified mail, return receipt requested, or otherwise furnished, to the protestor.
- 13.8 Failure to follow the protest procedures or failure to meet any deadline set forth herein shall automatically nullify any protest or claim brought by an aggrieved bidder, offeror, or contractor. Failure to file an administrative protest as set forth herein shall also be deemed a failure to exhaust administrative remedies.
- 13.9 In order to help defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee as set forth below. Failure to pay the filing fee upon filing the protest shall result in an automatic denial of the protest. In the event that a fee is timely paid, and the protest is denied, the Town shall retain the filing fee. In the event that the protest is granted, then one half (50%) of the filing fee shall be refunded to the protestor.

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
Up to \$250,000	\$2,000
\$250,001 - \$500,000	\$4,000
\$500,001 - \$5 million	\$6,000
Over \$5 million	\$10,000

Section 14.0 – AWARD OF CONTRACT

14.1 Award of contract

The contract shall be awarded with reasonable promptness in accordance with the requirements and criteria set forth in the solicitation or invitation for bid except as otherwise provided herein.

- a. Town Administrator shall approve/sign off on Selection Committee's recommendation prior to notice of intent to award.
- b. The intended award of contract and the date that the contract will be presented to the Town Council shall be publicly noticed in the Town Hall and/or on the website; it is the responsibility of the bidders/proposers to review this information.
- c. An agenda item will be prepared by the requesting Department in coordination with the Town Clerk's Office, and Procurement & Budget Officer. Any contracts shall be signed by the recommended awardee and included in the agenda item, prior to the item being brought to the Town Council.
- d. Upon award, a fully executed contract, Purchase Order, Notice to Proceed, and, if applicable, a Final Notice of Award are sent to vendor.

14.2 Tie bids

If two (2) or more bidders or proposers are tied, the tie may be broken and the successful bidder or proposer selected by the following criteria presented in order of importance and consideration. The following criteria shall not apply in instances where federal or State grant requirements, or other applicable law, provide for an alternative method to break such a tie.

- a. Quality of the items or services bid or proposed if such quality is ascertainable.
- b. Location of the vendor with the following award preferences:
 1. A local bidder with a primary business location within the Southwest Ranches.
 2. A local bidder with a primary business location within Broward.
 3. A bidder with a primary business location within the State of Florida.

If the above criteria are impossible to determine with any reasonableness or do not resolve the tie, the award will be given to that bidder or proposer whose bid or proposal was received earliest in time by the Town as indicated by the time clock stamp impressed upon the bid/proposal envelope of each bidder or proposer. In the event that preference for location of the vendor is utilized, the Town may require an affidavit or other documentation, in the Town's sole discretion, to confirm the vendor's location.

The Town may suspend agreements or awards of contract for a period not to exceed sixty (60) days following a determination by the Town Administrator that there has been a material deviation by the most responsible bidder from the requirements of the solicitation. Any suspension of contract shall be provided in writing to the affected vendor within five (5) working days of such determination. The Town 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 Town Council shall be canceled or revoked only after specific Town Council action.

14.3 Request for proposals procedure 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 Town taking into consideration, price and the evaluation factors and criteria set forth in the request for proposals or request for letters of interest. The Town's contract files shall contain the basis on which the award is made. The writing may be a general summary of the solicitation process and include minutes of the Selection Committee meetings, if applicable.

Section 15.0 – TYPES OF PURCHASES AND EXEMPTIONS

15.1 Petty Cash

The Town Financial Administrator may promulgate rules and regulations governing petty cash purchases as appropriate.

15.2 Emergency Purchases

Purchasing requirements can be waived in an emergency situation, when the need is the result of a serious and unexpected occurrence and demands immediate action.

An emergency is defined as:

- operational – a situation that presents a threat to public health, welfare or safety; or
- natural disaster – a situation where the normal operation or major portions of the Town would cease or be *seriously* impaired if immediate corrective action was not taken.

An “exigency” is something that is necessary in a particular situation that requires or demands immediate aid or action. An emergency will typically involve a threat to life, public health or safety, improved property, and/or some other form of dangerous situation, whereas an exigency is not necessarily so limited. (SEE EXHIBIT 17)

Note: If there is not sufficient time to process paperwork to effectuate the purchase, then documentation may be done after the fact. However, it is the responsibility of the Town Administrator or designee to execute and submit to the Procurement and Budget Officer or Designee's office all necessary documentation within one working day of the declaration of emergency. All emergency purchases must follow federal requirements for reimbursement. (see EXHIBIT 15)

15.3 Piggyback Purchasing

The term “piggyback” refers to purchases of commodities and services from vendors under contract with any State or local government agency. All purchases of this nature are exempt from the Town of southwest Ranches competitive purchasing requirements, provided that the following criteria are satisfied:

- a. The existing contract was awarded through a competitive process substantially equivalent to the requirements of this Code; and

- b. The terms and conditions of the contract with the Town, including price and scope, are substantially the same as the existing contract.

This method of purchasing should be considered prior to using other methods set forth in this Code regardless of quantity or monetary value of the procurement. Nothing herein shall exempt Town Council approval of anything equal to or above Level 4.

“Piggybacking” shall not be used in the event that the Town is required to directly provide for competition for a particular project by applicable federal or State law, or the terms of any grant.

- c. Documentation Requirements:

The following documentation is the minimum requirements to use another governmental entity’s awarded contract. Provide the required information to the Purchasing Division:

1. Florida State Contract- Provide the current Florida State Contract Number. If the contract has fixed unit prices, no additional information is needed. If the contract is a percent discount from list, a copy of the original manufacturer’s list price is also required. This will usually be in the form of a published price list. If requesting only to utilize some of the items on the contract, only the pages with those prices are required.
2. PRIDE and RESPECT- Pride (inmate labor and correctional work programs) and Respect (purchase from the blind or other severely handicapped non-profit) have published unit prices.
3. Contracts from other Governmental Entities Provide the following:
 - i. Complete copy of the original solicitation.
 - ii. Tabulation of all solicitation responses.
 - iii. Copy of the award letter/memo/agenda item by the political entity to the awarded vendor.
 - iv. Complete copy of the vendor’s proposal.
 - v. Executed Contract.

15.4 Government Contracts

All purchases of commodities or contractual services under the provisions of State of Florida and federal government contracts shall be exempt from the competitive procurement requirements of this Manual or the Code, provided that the following criteria are all satisfied:

- a. The terms and conditions of the original contract by the federal, or state agency are satisfactory to the Town and such terms and conditions are expressly extended to municipalities pursuant to the bid documents.
- b. The original contract by the federal or state agency is current and in effect at the time of the proposed purchase of commodities or services by the Town.
- c. The Town Council must authorize such procurement when the cost of the commodities or contractual services exceeds Level 2.

15.5 Cooperative Purchasing

The term “cooperative purchasing” (sometimes known as “pooling”) is used when two or more government agencies combine their purchasing requirements and enter into a contract that meets the needs of everyone in the group. Pooling can reduce the administrative costs of procurement, save time, and result in lower product costs due to economies of scale when placing large orders. Usually, one participant will handle most or all purchasing activities on behalf of the others. Such cooperative purchases are exempt from the requirements of formal competitive procurement hereunder, and the Town Administrator may authorize membership in government cooperative organizations.

15.6 Specialized Services Exemptions

Except as otherwise provided, the following are exempt from competitive procurement hereunder:

- 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, except as may be required by applicable Florida Statutes or Federal law or regulation.
- 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 or instructional programs for the benefit of the Town residents and the general public at any Town facility.
- i. Maintenance service of equipment. When considered to be in the best interest of the Town 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 obtained without competitive procurement.
- j. Advertising.
- k. Utilities including but not limited to electric, water and telephone.
- l. Commodities and services provided by other governmental entities.
- m. Copyrighted materials (books, videotapes, etc.) except computer software.
- n. Food, clothing and other promotional items purchased for resale or distribution to the public.

- o. Competitive bidding shall not be required on contracting for professional services of accountants, lawyers, or other such occupation which, by reason of specialized training and expertise, is generally recognized as a profession. The Town will at all times comply with applicable State statutes regarding Consultants' Competitive Negotiations for services, as defined by Florida Statute, Section 287.055.
- p. Postage.

15.7 Sole Source/Single Source Purchases:

The requirements of competitive procurement may not apply when the legitimate needs of the Town require the purchase of a product or service that is available only from a single vendor or a sole source. This may be because of the uniqueness of a product or service, existence of patents, involvement of original equipment parts or services and warranties, legal restrictions or a monopoly situation. Sole source and single source purchases are generally less cost-effective than competitive purchases and should, therefore, be used only when no alternative exists.

The Town prefers using competitive procurement by requesting quotations and bids for purchases of goods and services. However, if competition cannot be so stimulated and a sole or single vendor must be used, justification for declaring a purchase sole or single source must be clearly documented. If there is any doubt whenever a purchase is designated sole or single source, quotes or bids will be solicited.

Requesting Departments must submit the Sole Source/Single Source Form (EXHIBIT 6) to the Purchasing Officer documenting a sole or single source selection. Such documentation is valid for one fiscal year and should answer the following questions:

Sole Source Purchases: How many individuals, companies and/or manufacturers were contacted for this purchase? What is the justification for purchasing this item? **Note:** The selection of a local vendor as sole source when the vendor is the only local vendor of an item or service is not considered justification for designating a vendor as sole source when there are vendors of the same item located out of the South Florida area.

Single Source Purchases: Which characteristic(s) of the product or service limits competitive bidding? The requesting Department must include the sole/single source form (EXHIBIT 6) and a letter on company letterhead and signed by the vendor from the sole or single source vendor declaring that they are indeed a sole or single source for the item being purchased.

Purchases available only from a single source may be exempted from competitive procurement requirements. For all single source purchases, evidence substantiating commodities or services being fulfilled only through a single vendor/business must be documented.

- a. A contract may be awarded without competition when the Town Administrator or designee 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 Town Administrator or designee 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.

- b. All sole source procurements where the cost of the commodities or contractual services exceeds Level 3 shall be authorized by the Town Council.

15.8 Local Vendor Preference:

Local Southwest Ranches (SWR) Vendor - a “local SWR vendor” shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six months prior to the date of issuance of a bid or proposal solicitation; or a business whose principal owner has been a Southwest Ranches resident for the past six months. The permanent place of business **may not** be a post office box. In addition, the business must have a Town of Southwest Ranches Certificate of Use (COU) valid for a minimum of six (6) months and a business tax receipt from Broward County.

Local Broward County Vendor- a “local Broward County vendor” shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of six months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business **may not** be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from Broward County or the city within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

1. Competitive Bid- For bid evaluation purposes, vendors that meet the definition of “local SWR vendor” as detailed above shall be given a 5% evaluation credit. This shall mean that if a “local SWR vendor” submits a bid/quote that is within 5% of the lowest price submitted by any vendor, the “local SWR vendor” shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the “local SWR vendor” submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the “local SWR vendor”. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. **If the lowest responsive and responsible bidder IS a “local SWR vendor”, the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.**

For bid evaluation purposes, vendors that meet the definition of “local Broward County vendor” as detailed above shall be given a 2.5% evaluation credit. This shall mean that if a “local Broward County vendor” submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the “local Broward County vendor” shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the “local Broward County vendor” submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the “local Broward County vendor”. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. **If the lowest responsive and responsible bidder IS a “local SWR vendor”, the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.**

If there is a “local SWR vendor” and a “local Broward County vendor” participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the “local SWR vendor” will be given first option. If the “local SWR vendor” cannot beat the lowest bid received by at least 1%, an opportunity will be given to the “local Broward County vendor”. If the “local Broward County vendor” cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

If multiple “local SWR vendors” submit bids/quotes which are within 5% of the lowest bid/quote, then all SWR vendors will be asked to submit a “best and final offer (BAFO)”. The award will be made to the “local SWR vendor” submitting the lowest BAFO providing that that BAFO is at least 1% lower than the lowest bid/quote received in the original solicitation. If no “local SWR vendor” can beat the lowest bid/quote by at least 1%, then the process will be repeated with all “local Broward County vendors” who have submitted a bid/quote which is within 2.5% of the lowest bid/quote. If no “local SWR vendor” and no “local Broward County vendor” can submit a BAFO that is at least 1% lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business. **If the lowest responsive and responsible bidder IS a “local SWR vendor,” the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.**

2. Competitive Proposal- For evaluation purposes, “local SWR vendor” and “local Broward County vendor” shall be a criterion for award in any Request for Proposal unless specifically exempted by the Town Administrator or the Town Council.

3. Exceptions

- a. No “local vendor” preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.
- b. Utilization of a State or other agency contract.
- c. State or Federal law prohibits the use of local preference.
- d. The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of local preferences.
- e. Sole source or single source purchases.
- f. The “local vendor” is either non-responsive or non-responsible.
- g. All bids submitted exceed the budget amount for the project.
- h. Emergency purchases.
- i. The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

Section 16.0 – PUBLIC LANDS & PROPERTY – PUBLIC CONSTRUCTION

16.1 Acquisition or sale of real property, both improved and unimproved

- a. The following land acquisition procedures shall be employed whenever the Town seeks to acquire, by purchase, any real property:
 1. Procedures shall follow Florida Statutes, Section 166.045, as amended from time to time.
 2. Upon commencement of negotiations, the Town shall inform the property owner, in writing, that all agreements for the purchase of real property are subject to approval by the Town Council.
 3. Any agreement by Town to purchase real property shall be submitted to the Town Council 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 Town.
 4. Evidence of marketable title in the form of title insurance or an abstract of title with title opinion shall be provided to the Town, by the property owner at the property owner's expense, not later than ten (10) calendar days prior to the public hearing.
 5. The purchase price of a property shall not exceed the appraised or average appraised value, if more than one appraisal is obtained, by more than ten (10%) percent, unless subject to a right of first approval provision.
- b. The following procedures shall be employed whenever the Town seeks to sell and convey any real property belonging to the Town to a non-governmental agency.
 1. Prior to advertising for bids for the purchase of Town-owned real property, the Town shall obtain three (3) written appraisals performed by state certified real estate appraisers. Appraisers selected to appraise real property pursuant to this section shall, prior to contracting with the Town 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. 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.
 3. 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 Town Council rejects all bids because they are too low, or if such rejection is otherwise deemed to be in the best interest of the Town.
 4. Bid security shall be required for all bids for the purchase of Town-owned real property in an amount equal to ten (10) percent of the highest appraisal value of the property.
- c. The following procedures shall be employed whenever the Town seeks to sell and convey any real property owned by the Town to a governmental agency (Agency) as defined in Section

112.312(2), Florida Statutes (1997), as amended from time to time and in accordance with Town Charter Section 4.10:

1. Prior to the Town Council authorizing the sale of Town-owned real property, the Town shall obtain two (2) written appraisals performed by state certified real estate appraisers. Appraisers selected to appraise real property pursuant to this section shall, prior to contracting with the Town 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. The Town may agree to the sale of its real property upon approval by a unanimous vote of the all five (5) members of the Town Council, at a regular or special public meeting after public notice. Upon approval by unanimous vote the sale of property must first be approved by a referendum of the electorate. These provisions do not apply to right-of-way, property less than the minimum of lot size requirement, property that was acquired through foreclosure, and property, not located within or adjacent to a town park, that was specifically acquired for lease or re-sale purposes.
3. If the sale of any of the Town's real property is to another Agency, a bid shall not be required.

Section 17.0 – MINORITY, DISADVANTAGED AND VETERAN BUSINESS PARTICIPATION

- 17.1 All contractors are encouraged to assist Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), Women-owned Business Enterprises (WBE), Small Business Enterprises (SBE) in doing business with the Town. Each contractor in assisting DBE, MBE, WBE, SBE will help to expand and develop the DBE, MBE, WBE, SBE and minority business sector of Town.
- 17.2 Town Selection Procedures
 - a. The Town shall make a good faith effort to provide interested minority business enterprises or minority persons with adequate information about the plans, specifications and requirements of contracts or the availability of jobs.
 - b. The Town shall make a good faith effort to effectively use services and resources of available minority community organizations, minority contractors' groups, local, state, and federal minority business assistance officers, and other organizations that provide assistance in the recruitment and placement of minority business enterprises or minority persons; and
 - c. The Town shall make a good faith effort to provide written notice to a reasonable number of minority business enterprises that their interest in contracting with the Town is being solicited in sufficient time to allow the minority business enterprises to participate effectively.
- 17.3 The Town shall take all necessary affirmative steps to assure that DBE, MBE, WBE, SBE, and labor surplus area firms are used when possible including but not limited to:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

Section 18.0 – RECEIVING OF GOODS AND SUPPLIES

- 18.1 It shall be the responsibility of each department to have an individual, immediately upon receipt of a product or service, to inspect that product or service to ensure that it meets the specifications as set forth in the PO and contract. The person should inspect for proper quantities, proper quality, no damage and prompt delivery. The receiving person should have available a copy of the PO and contract for verification purposes. Any deviations should be immediately documented and sent to the supplier and to Purchasing.
- 18.2 Signing a delivery slip does not necessarily constitute acceptance of an order. Any problems with an order should be documented and reported to Purchasing as soon as possible. The requesting department will contact the vendor to resolve any and all issues. Time is of the essence when dealing with problems on an order. Failure to timely advise the vendor and/or freight carrier may limit remedies. Also if an item is delivered damaged, the receiving party has the responsibility to protect it and all packing materials from any further damage, and to make it available to the vendor and/or freight carrier for inspection.
- 18.3 Materials, equipment or supplies shall be inspected upon receipt and, if possible, in the presence of the vendor or shipper and shall include the following:
 - a. Verification of the correct quantities and units of issue;
 - b. Verification of PO number;
 - c. Verification of pricing;
 - d. Inspection for damage or defects;
 - e. Verification that all items meet the specifications or description defined in the PO and contract;
 - f. Verification of correct vendor;
 - g. All packages shall be checked against the Bill of Lading;
 - h. Make note of any damage on the Bill of Lading and on the receiving copy of PO; and
 - i. The signature shall be that of the person actually receiving and inspecting the materials.
 - j. If unable to perform the above, the notation "Subject to Inspection" shall be written on Bill of Lading.

- 18.4 When goods, materials, or supplies either fail the inspection criteria or are damaged upon receipt, the receiving or requesting department shall immediately refuse the order. If the vendor or shipper is not on site, the receiving or requesting department shall contact the vendor to arrange shipment return and replacement. When a vendor has two deliveries refused, the department will coordinate corrective action with Purchasing.

Section 19.0 – PAYMENT AND SALES TAX

19.1 PROMPT PAYMENT ACT.

In accordance with Chapter 218, Fla. Stat, local governments are required to pay vendors for goods and services in a timely fashion. Invoices are required to be date stamped by the receptionist at the Front Desk upon receipt and payment shall be made promptly.

19.2 GOODS & SERVICES / CONSTRUCTION

Any invoice or payment request for goods, service or construction must be reviewed and approved for payment by the appropriate project manager and the Department Head or designee. After required approvals are obtained, the invoice or payment request should be forwarded to accounts payable for processing. Requests for payment (invoices, packing slips, etc.) should be forwarded directly to Accounts Payable.

19.3 SALES TAX

The Town is exempt from tax on all sales that it makes directly, except machines, equipment, parts and accessories used in the generation, transmission or distribution of electricity.

19.4 PURCHASING CARD (PCARD) ACCEPTANCE

The Town may choose to compensate vendors for goods and/or services via a Town PCARD. No other costs or services shall be billed to the Town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty, or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a “same as cash” basis.

Section 20.0 – FIXED ASSETS INVENTORY

- 20.1 Tangible personal property owned by the Town including property under the custodianship of the Departments shall be deemed a fixed asset. The Town Financial Administrator pursuant to 274.022 Florida Statutes, will determine the level for recording fixed assets. “Controllable / Attractive items” per FAC 69i-72 & 69i-73 under the threshold must be tagged and tracked for inventory purposes. “Controllable /Attractive Items” means tangible personal property used in operations that has a cost less than an established capitalization threshold and that requires special attention to ensure legal compliance, protect public safety, and avoid potential liability, or to compensate for a heightened risk of theft. The Department and/or custodian shall be responsible for notifying the Finance & Budget Department when purchasing a fixed asset so that the item may be affixed with a Town asset tag.

- 20.2 Annual Inventory. Each Department Head or custodian shall work with Finance & Budget staff to account for all fixed assets on an annual basis.
- 20.3 Disposal. When a fixed asset is no longer needed or not working, a Fixed Asset Disposition occurs. Technology related items such as computers, printers and peripherals must be authorized for disposal by the Town Administrator or designee per Reso 2013-051(Section 5).

Fixed assets shall not be discarded by the department head or custodian without permission from the Finance & Budget Department. A police report shall be filed for all lost, stolen or missing fixed assets.

Purchasing shall dispose of the surplus property in the following order of precedence below:

- a. If the property has no value or the value does not exceed handling, storage and selling costs, the item may be sold, donated, recycled or discarded, as appropriate.
 - b. If value of the property exceeds handling, storage and selling costs, advertise the availability of the property first to the Town, then for sale, competitively through the most appropriate medium.
 - c. If the property is offered for sale and no acceptable bids are received, the Town may donate the item to a private, non-profit agency as defined in Section 273.01, Florida Statutes
 - d. The Department Head may choose to use the item as a “trade-in” when purchasing new equipment if doing so is in the best interest of the Town.
 - e. Town of Southwest Ranches employees may participate from directly or indirectly purchasing Town property through the surplus auction process open to the general public.
- 20.4 **Disposal of Property Purchased with Grant Funds.** Proceeds from property purchased with grant funds shall be deposited in accordance with the requirements of the original grant agreement.
- 20.5 **Transfer.** Fixed assets may be transferred from department to department with approval of both the transferring and receiving Department Heads.

Section 21.0 – PUBLIC ENTITY CRIMES

- 21.1 The Public Entity Crimes Act, Section 287.133 Florida Statutes, as amended from time to time, serves to deny to persons convicted of a public entity crime the opportunity to bid on public entity contracts or to supply goods and services to public entities or to otherwise transact business with public entities. A “public entity crime” is a violation of law related to the transaction of business with any public entity involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 21.2 Invitations for Bids and Requests for Proposals shall contain an appendix informing persons of the provisions of Fla. Stat. § 287.133 (2) (a).
- 21.3 The Town cannot accept a bid, award a contract, or transact any business in excess of the threshold amount provided in Section 287.017 for Category Two with any person or affiliate on the convicted vendor list for a period of 36 months from the date the person or affiliate was placed on the convicted vendor list, unless the vendor has been removed from the list.

Section 22.0 – CODE OF ETHICS AND CONDUCT

- 22.1 To the extent that violations of the ethical standards of conduct set forth in the Procurement Code constitute violations of the State Criminal Code they shall be punishable by law or disciplinary actions prescribed in the Town of Southwest Ranches Personnel Manual. The Town employees and officers shall refer to Fla. Stat. § 112.313 and applicable Broward County Code for clear definition.
- 22.2 No Town Officer or employee shall bid for, enter into, or be in any manner interested in any contract for Town purchases, nor shall any officer or employee seek to influence the purchase of a product or service from any bidder/offeree; provided however, that this restriction shall not be construed to restrict persons from evaluating and appraising the quality and value of the product to be purchased or service to be rendered where the person's scope of employment contemplates advice and counsel with respect to the purchase. In order to avoid the possibility of any misunderstandings regarding compliance with the law and regarding any appearance of impropriety, Town employees or public officers are prohibited from accepting anything of value or any money from vendors.
- 22.3 Purchasing. The Town Administrator shall adhere to a high standard of ethics; promote the Town's reputation for courtesy, transparency, fairness, and impartiality. The responsibility for achieving this goal rests with each individual who participates in the purchasing process. Staff may be involved with the purchasing process are responsible for administering purchasing policies and shall be charged with the responsibility of ensuring that all purchases are made legally and responsibly in compliance with this Code and any adopted policies and applicable federal, state, and local laws.
- 22.4 User Departments. Shall allow ample time for the Town Administrator to place the order and for the vendor to deliver; providing clear and accurate descriptions of goods and services to be purchased; providing technical specifications; not subdividing any purchase or contract solely to avoid competitive procurement / solicitation or approval requirements as prescribed in this Code; and verifying receipt of commodities or completion of services in accordance with initial purchase request.

Section 23.0 – CONFLICT OF INTEREST

- 23.1 The following standards of conduct apply generally to all transactions and specifically to all federally supported grant projects. Violations of these standards of conduct may result in disciplinary action as set forth in Section 112.371, Florida Statutes provided that such disciplinary action does not conflict with the jurisdiction of the State of Florida Commission on Ethics.
- 23.2 No elected official, employee, or agent of the Town shall participate in the selection, nor in the award, nor administration of a contract, nor the procurement of goods or services, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the elected official, employee, or agent, any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected or considered for award. The Town's elected official, employees, or agents shall neither solicit nor accept gratuities, favors, or anything regardless of value from contractors, potential contractors, or parties to sub-agreements.
- 23.3 All selection committee members shall sign a Conflict of Interest Form (Exhibit 21)

- 23.4 Vendors must disclose with their solicitations, the name of any officer, director, partner, associate, agent, Advisory Board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.
- 23.5 Vendors shall not allow Town employees or former Town employees to work on Town projects or provide services to the Town under agreements or sub-agreements without express written consent from the Town.
- 23.6 Section 112.313, Florida Statutes prohibits contracts with companies owned in full or part by a Town employee, officer or advisory board member.
- 23.7 An organizational conflict of interest occurs when any of the following circumstances arise:
1. A lack of impartiality or impaired objectivity. When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient due to other activities, relationships, contracts, or circumstances.
 2. Unequal Access to Information. The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
 3. Biased Ground Rules. During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.
- 23.8 The Town shall analyze each planned acquisition in order to identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible, and avoid, neutralize, or mitigate potential conflicts before contract award.

Section 24.0 – DEBARMENT

- 24.1 The Town Administrator, after consulting with the Town Attorney, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three (3) years. After consultation with the Town Attorney, the Town Administrator is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment.
- 24.2 Causes for Debarment:
- a. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a contractor with the Town.
 - b. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contractor, subcontract or incident to performance of such contract or subcontract.
 - c. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals.

- d. Violation of contract provisions, as set forth below, of a character which is regarded by the Town Administrator or designee to be so serious as to justify debarment action.
 - 1. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract.
 - 2. Recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.
 - 3. Any other cause/material factor the Town Administrator or designee determines to be so serious and compelling as to affect responsibility as a Town contractor, including debarment by another governmental entity for any of the causes listed in this section or violation listed in the Procurement Code.

Section 25.0 – RISK MANAGEMENT

- 25.1 Acquisition of insurance policies may be on a competitive basis through sealed bid/proposal. The bids/proposals are to be obtained by the Town in accordance with the procedures outlined in the Procurement Code. The Town will approve the solicitation document. A comparative spreadsheet tabulation analysis of all bids/quotes received and Carrier responses shall be provided to the Town no later than ten (10) days prior to the renewal date(s). A presentation of responses received shall be made to the Town, along with a recommendation and rationale. Subsequent to the presentation, a decision will be made for placement of the coverage(s). An award shall be made by the Town Administrator.
- 25.2 Insurance acquired by the Town relative to its ordinary governmental and operational functions, such as property, casualty, and worker's compensation, does not require competitive procurement.
- 25.3 All insurance policies shall name and endorse the following as additional named insureds:

TOWN OF SOUTHWEST RANCHES

Attn: Town Administrator

13400 Griffin Road.

Southwest Ranches, FL 33330

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town. **Any exclusion or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in the solicitation shall be deemed unacceptable, and shall be considered a breach of contract.**

- 25.4 **WAIVER OF INSURANCE REQUIREMENTS:** Insurance requirements incorporated in solicitations may only be waived or modified by the Town Council or Town Administrator.

Section 26.0 – RISK MANAGEMENT COMPLIANCE:

- 26.1 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 and policy endorsements to the Town 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.

The Bid shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements. Prior to award and in any event prior to commencing Work, the Successful Bidder/Proposer shall provide the Town with certified copies of all insurance policies and endorsements that may be required as outlined below:

a. **WORKER'S COMPENSATION**

Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, as required by Florida Statutes, chapter 440, as amended from time to time, which shall include employer's liability insurance with a limit of not less than Five Hundred Thousand Dollars (\$500,000)* for each accident, and Five Hundred Thousand Dollars (\$500,000)* for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.

b. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

Contractor shall carry business automobile liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000)* per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office (ISO), and must include all owned vehicles and all hired or non-owned vehicles.

c. **COMMERCIAL GENERAL LIABILITY:**

Contractor shall carry Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000)* per occurrence combined single limit for bodily injury and property damage, and not less than Two Million Dollars (\$2,000,000)* in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

d. ENVIRONMENTAL POLLUTION INSURANCE:

The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00* Dollars per occurrence with a deductible not greater than \$100,000.00*. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.

***Insurance limits & requirements are subject to change depending on the scope of work of each project/service.**

All insurance policies shall name and endorse the following as additional named insureds:

TOWN OF SOUTHWEST RANCHES

Attn: Town Administrator

13400 Griffin Road.

Southwest Ranches, FL 33330

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town. **Any exclusion or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in the solicitation shall be deemed unacceptable and shall be considered a breach of contract.**

Such notification shall be in writing and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Section 27.0 – BRAND NAME OR EQUAL SPECIFICATIONS

- 27.1 Use. Brand name or equal specifications may be used when the Town Administrator determines in writing that:
- a. No other design or performance specification or qualified products list is available;
 - b. Time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - c. The nature of the product or the nature of the Town's requirement makes use of a brand name or equal specification suitable for the procurement; or
 - d. Use of a brand name or equal specification is in the Town's best interests.
- 27.2 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.

27.3 Required characteristics

Unless the Procurement and Budget Officer or designee 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.

27.4 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.

Section 28.0 – BRAND NAME SPECIFICATIONS

28.1 Use.

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

28.2 Competition.

The Town Administrator or designee 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 (1) source can supply the requirement, the procurement shall be made under the sole source procurement provisions of the Procurement Code.

Section 29.0 – LEASE AND INSTALLMENT PURCHASE OF ASSETS

29.1 Responsibility for the financial and administrative review of all lease proposals shall be designated by the Town Administrator. The Requesting Department shall submit a Requisition with detailed backup documentation consisting, at a minimum, of a comparative value/cost analysis between outright purchase and the proposed lease, and a written justification. The Requesting Department shall present the majority recommendation along with the minority viewpoint, if any, to the Town Administrator or designee for approval. If the Town Administrator or designee approves a recommendation to proceed with the proposal, then the recommendation shall be presented to the Town Council for approval. Town Council approval is required due to the multi-fiscal year commitment required.

- a. Vendors for lease, lease-purchase, or installment purchases shall be selected competitively as prescribed in the Procurement Code.
- b. If the item procured would normally qualify as an asset, then it shall be tagged for inventory purposes upon receipt.
- c. Rentals which are generally on a month-to-month basis or of short duration do not require the approval process of this section. Rentals require the prescribed competitive vendor selection based on the estimated dollar value for the total rental period.

- d. All leases or rental agreements shall be reviewed by the Town Attorney.

Section 30.0 – OUTSOURCING

- 30.1 By Town Council and Town Administrator direction, the Town operations will be performed at the most economical cost while maintaining desired service levels. As one alternative to meet this goal, the Town periodically will call for public and private sector proposals for purposes of evaluating the cost of performing selected municipal services.

Section 31.0 – CONTINGENCY FEES PROHIBITED

- 31.1 Solicitations, contracts, and purchases made under this Code shall prohibit the payment of any compensation or other consideration to any person contingent upon or resulting from the award or making of a contract with the Town or the Town Financial Administrator other than a bona fide employee working solely for the vendor.
- 31.2 The requirements of this Procurement Code may be waived by Resolution of the Town Council, provided that such waiver is in the best interest of the health, safety, and welfare, of the Town's residents.

Section 32.0 – CONFLICTS

All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby, repealed to the extent of such conflict.

Section 33.0 – SEVERABILITY

If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

Section 34.0 – CODIFICATION

The Town Clerk or the Procurement Officer shall cause this Ordinance to be codified as part of the Town of Southwest Ranches, Code of Ordinances.

Section 35.0 – EFFECTIVE DATE

This Purchasing Manual shall take effect immediately upon issuance.

Section 36.0 – FEDERALLY FUNDED PROCUREMENTS

- 36.1 General Guidelines
- a. The Town recognizes that certain procurement procedures for state or federally funded programs may conflict with standard Town procedures. Pursuant to this section, these federally funded procurement procedures may enhance or supersede standard Town procedures, when applicable. Additionally, the Town Administrator is authorized to modify Town procurement procedures in order to comply with procurement procedures for state or federally funded programs.
 - b. Purchases utilizing Federal Emergency Management Agency (FEMA), or other Federal funds must conform to applicable Federal law, including: 2 CFR Part 1201 incorporating 2 CFR Part

200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” as amended from time to time.

c. **Solicitation Prohibitions.** Solicitation requirements may not contain features that unduly restrict competition including but not limited to:

1. Imposing unreasonable business requirements/qualifications for bidders or offerors.
2. Imposing unnecessary experience requirements for bidders and offerors.
3. Using prequalification procedures (except in the case of qualification-based procurement for Architect/Engineer services)
4. Making a noncompetitive award to any person or firm on a retainer contract with the recipient if that award is not for the property or services specified for delivery under the retainer contract.
5. Excessive Bonding shall not be permitted. Bid bonds and payment performance bonds shall be required for construction projects in excess of the federal small purchase threshold only.
6. Specifying only a “brand name” product without allowing offers of “an equal” product or allowing “an equal” product without listing the salient characteristics that the “equal” product must meet to be acceptable for award.
7. Specifying in-State or local geographical preferences or evaluating bids or proposals in light of in-State or local geographic preferences, even if those preferences are imposed by State or local laws or regulations.
8. Supporting or acquiescing in noncompetitive pricing practices between firms or between affiliated companies including acceptance of submission of identical bid prices for the same products by the same group of firms, or an unnatural pattern of awards that had the cumulative effect of apportioning work among a fixed group of bidders or offerors.
9. Taking any arbitrary action in the procurement process.

36.2 Compliance with State and Federal Requirements

In contracts which are financed in whole or in part by Federal or state grant funds, all requirements set forth in the grant documents or in the law, rules, and regulations governing the grant, including federal or state cost principles, shall be satisfied. To the extent that they differ from those of the Town, the cost principles of the grantor shall be used. The town will follow the procurement standards in 2 CFR §200.318 through 2 CFR §200.327 when procuring under a federal award.

▼ Procurement Standards

200.317 – 200.327

- § 200.317 Procurements by states.
- § 200.318 General procurement standards.
- § 200.319 Competition.
- § 200.320 Methods of procurement to be followed.
- § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- § 200.322 Domestic preferences for procurements.
- § 200.323 Procurement of recovered materials.
- § 200.324 Contract cost and price.
- § 200.325 Federal awarding agency or pass-through entity review.
- § 200.326 Bonding requirements.
- § 200.327 Contract provisions.

The Town will avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. (§200.318(d)).

The Town will endeavor to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs. (§200.318(f)).

The Town will endeavor to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost. (§200.318(g)).

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

- (i) The actual cost of materials; and
- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the Town will assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls. (§200.318(j))

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

affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (§200.323)).

The Town will not utilize the cost plus a percentage of cost and percentage of construction cost methods of contracting. (§200.324(d)).

The Town will make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase. (§200.325)).

36.3 Pre-Procurement

- a. The Procurement Decision Matrix (Flowchart 1) shall be used to determine the most efficient and economic method of purchase.
- b. An independent cost estimate (Exhibit 4) is required prior to bidding for all level four (4) purchases and can be obtained by:
 1. Design/engineering firm or in-house technical staff for construction work,
 2. Published price lists or past pricing with inflation factors,
 3. Independent third-party staff member not impacted by the final procurement.
- c. The “Piggybacking” Checklist (Exhibit 5) shall be completed for all piggyback purchases. Vendor shall be checked through the System for Award Management (SAM) website and for Conflict of Interest prior to piggyback purchase.
- d. A Sole Source or Single Source Purchase Form (Exhibit 6) is required for all sole or single source purchases. Sole or single sourcing shall be allowed if:
 1. The item is available only from a sole or single source;
 2. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity;
 3. After solicitation of a number of sources, competition is determined inadequate.
- e. To ensure proper regulation guidelines 2 CFR pt. 200 checklist (Exhibit 15) should be completed and the applicable steps should be adhered to, if applicable.
- f. **Contract Administration.** All contracts shall include provisions adequate to form a sound and complete agreement which shall comply with Federal laws and regulations and include all required Federal contract provisions to ensure compliance with those laws and regulations.
 1. Contracts shall include all required Federal contract clauses. See Exhibit 10 to determine applicability and Exhibit 11 for the relevant clause. Clauses include but are not limited to:

- i. Buy America Requirements
- ii. Clean Water Requirements
- iii. Lobbying
- iv. Clean Air
- v. Recycled Products
- vi. Davis-Bacon and Copeland Anti-Kickback Acts
- vii. Contract Work Hours and Safety Standards Act
- viii. Government-wide Debarment and Suspension (Non procurement)

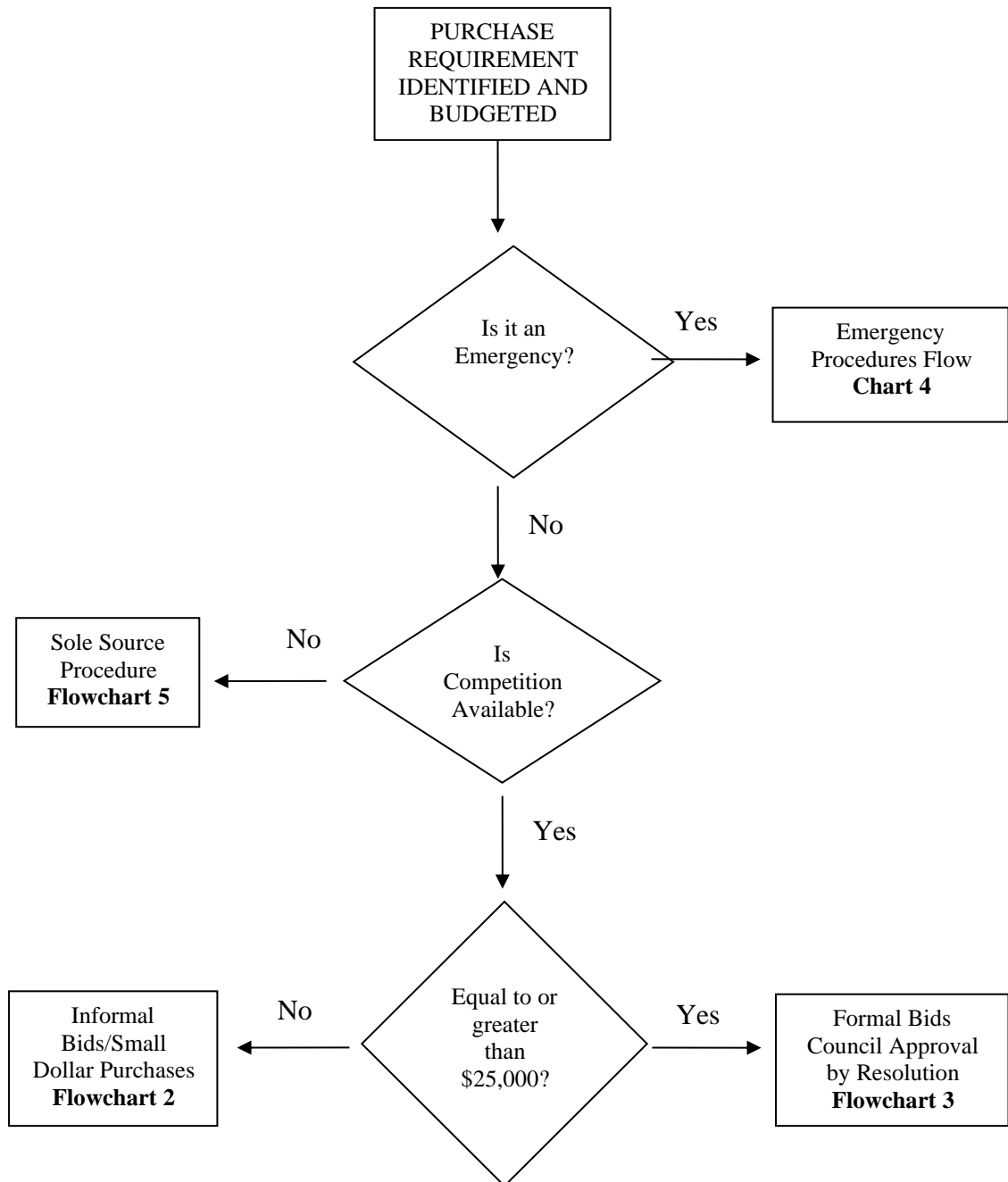
36.4 Post-Bidding

- a. The Town shall ensure that adequate competition exists by confirming that two or more responsible bidders are willing and able to compete effectively for the business.
- b. A Cost Analysis (Exhibit 8) or Price Analysis (Exhibit 7) shall be completed prior to purchase as well as a Procurement Summary (Exhibit 9). If procurement exceeds current threshold and have at least two or more bidders. The Town shall rely on FAR Part 31, Contract Cost Principals and Procedures when conducted analyses. Project costs must conform to applicable Federal cost principles for allowable costs. In general, costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal law or regulation, and must comply with Federal cost principles applicable to the recipient.
- c. The Procurement Officer and Department Head or designee must perform a completeness and verification checklist prior to the recommendation for award in order to consider whether the bidder meets the standards of qualification. Factors to be considered shall include whether a bidder has:
 - 1. The appropriate financial, material, equipment, facility, and personnel resources and expertise, available or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
 - 2. A satisfactory record of performance;
 - 3. A satisfactory record of integrity;
 - 4. Ability to get bonding and insurance;
 - 5. The legal ability to contract with the Town; and
 - 6. Supplied all necessary information in connection with the inquiry concerning responsibility including, but not limited to, any licenses, permits, or organization papers required.
 - 7. Satisfactory status in the System for Award Management (SAM) system website
 - 8. No conflict of interest. An organizational conflict of interest exists:
 - i. Because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice;

- ii. If a contractor's objectivity in performing the contract work is or might be otherwise impaired; or
 - iii. If a contractor has an unfair competitive advantage.
- 9. The Procurement History File Checklist (Exhibit 12) and the following items are completed by the Procurement Officer to ensure proper procurement compliance:
 - i. The executed contract and notice of award;
 - ii. Performance and payment bonds, bond-related documentation, and correspondence with any sureties;
 - iii. Contract-required insurance documentation;

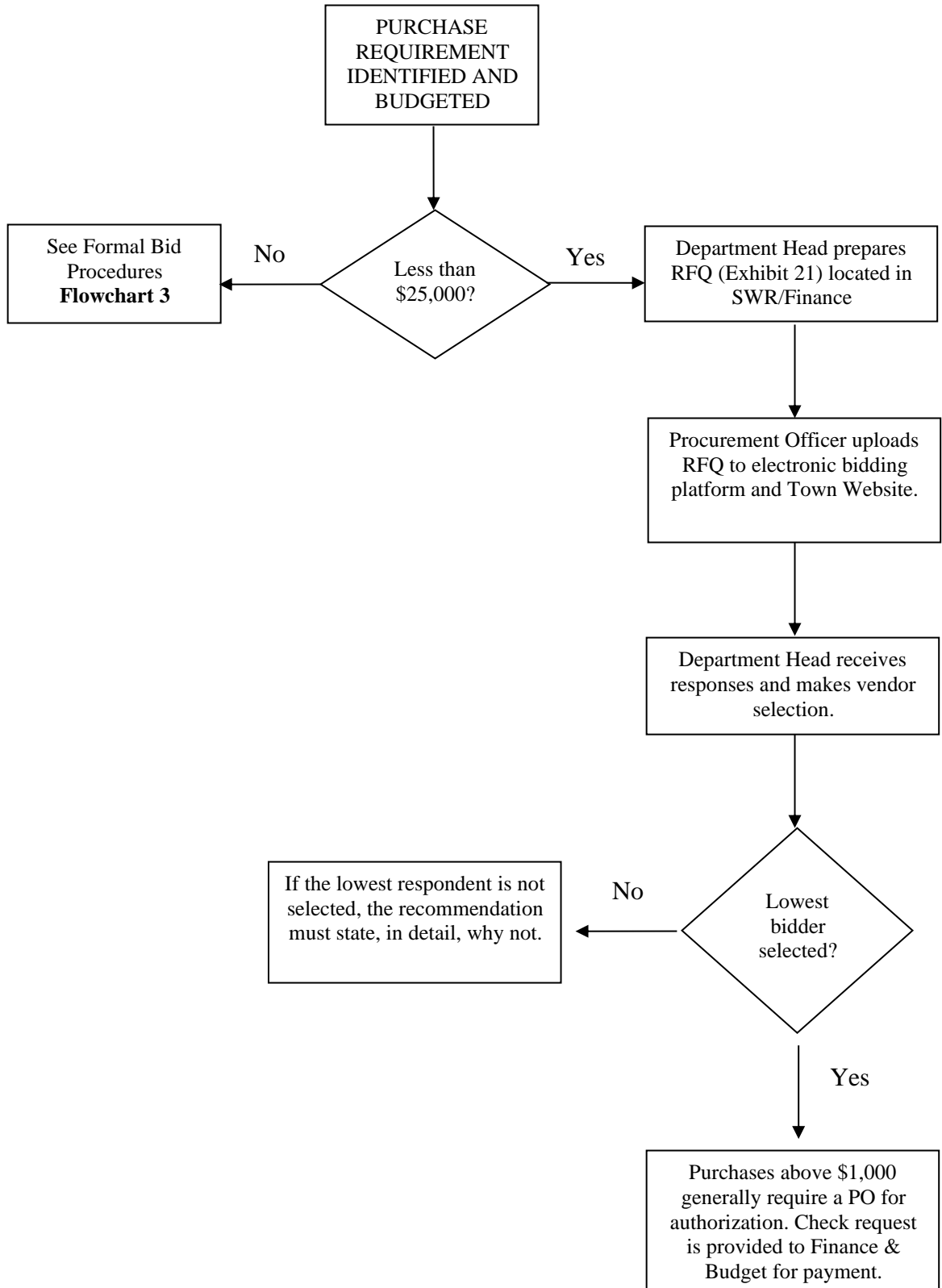
Section 37.0 – FLOWCHARTS

Flowchart 1: Procurement Decision Matrix



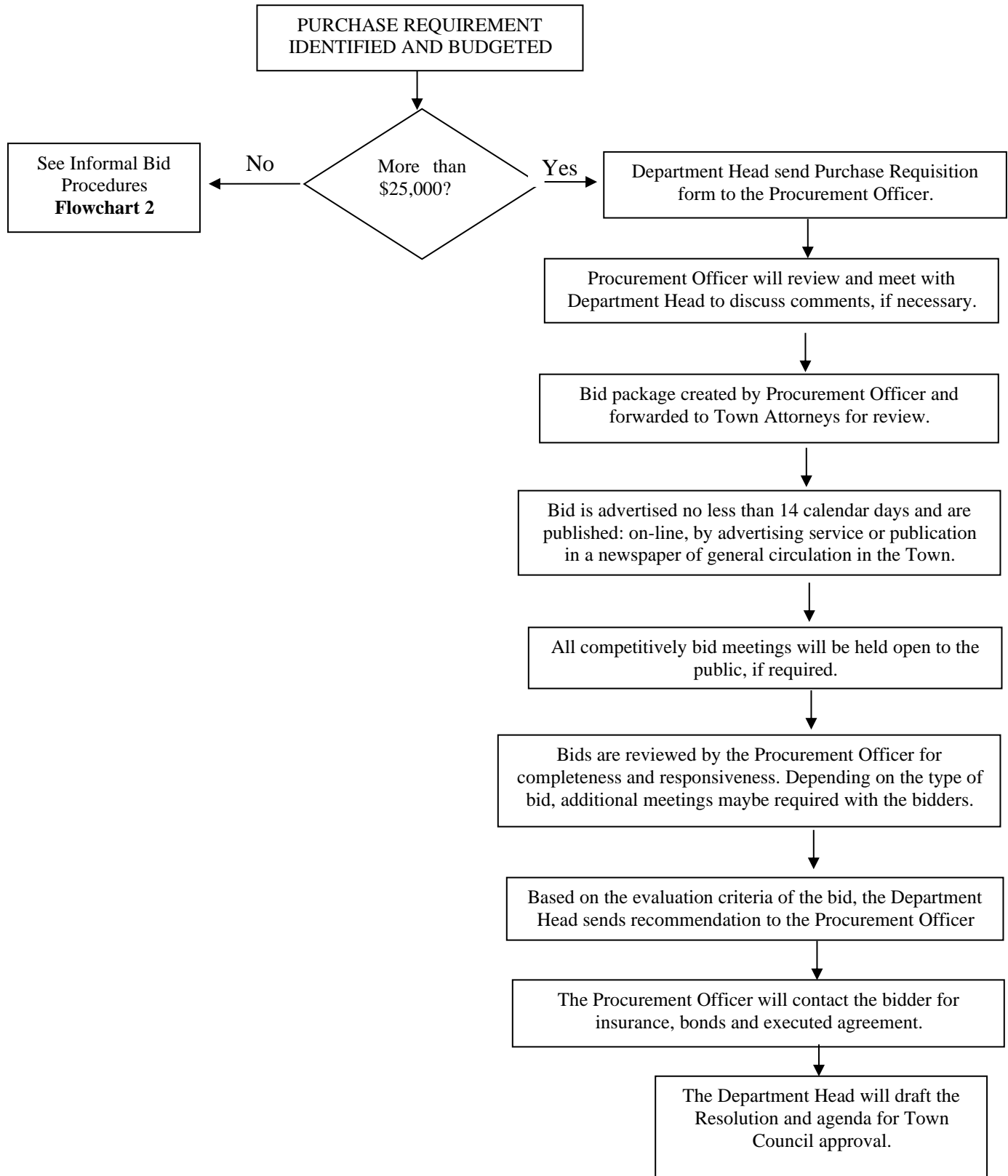
** This and all future charts are for general reference only. Please refer to the Purchasing Manual for more detailed information.*

Flowchart 2: Informal Bid Procedures



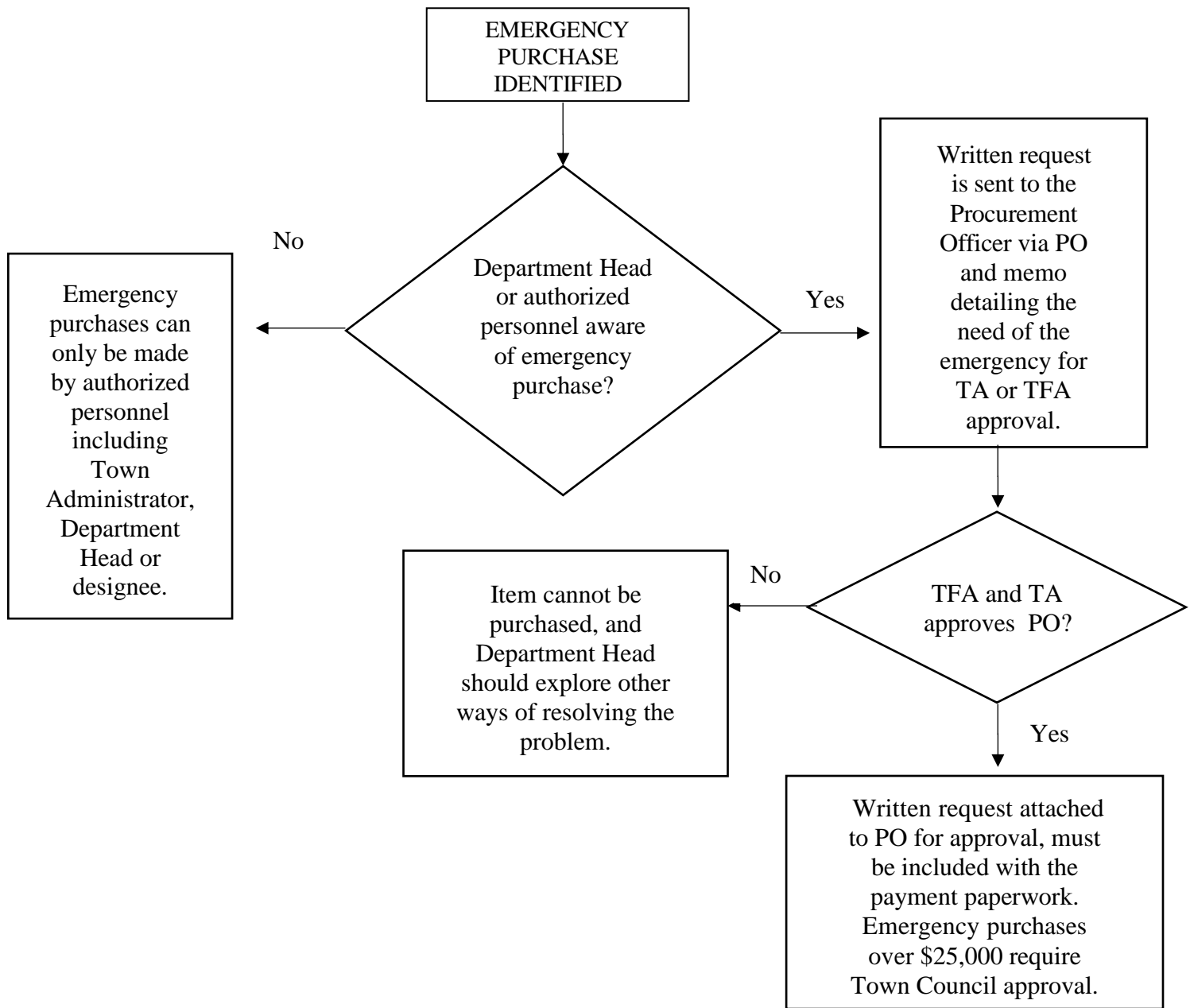
** This and all future charts are for general reference only. Please refer to the Purchasing Manual for more detailed information*

Flowchart 3: Formal Bid Procedures



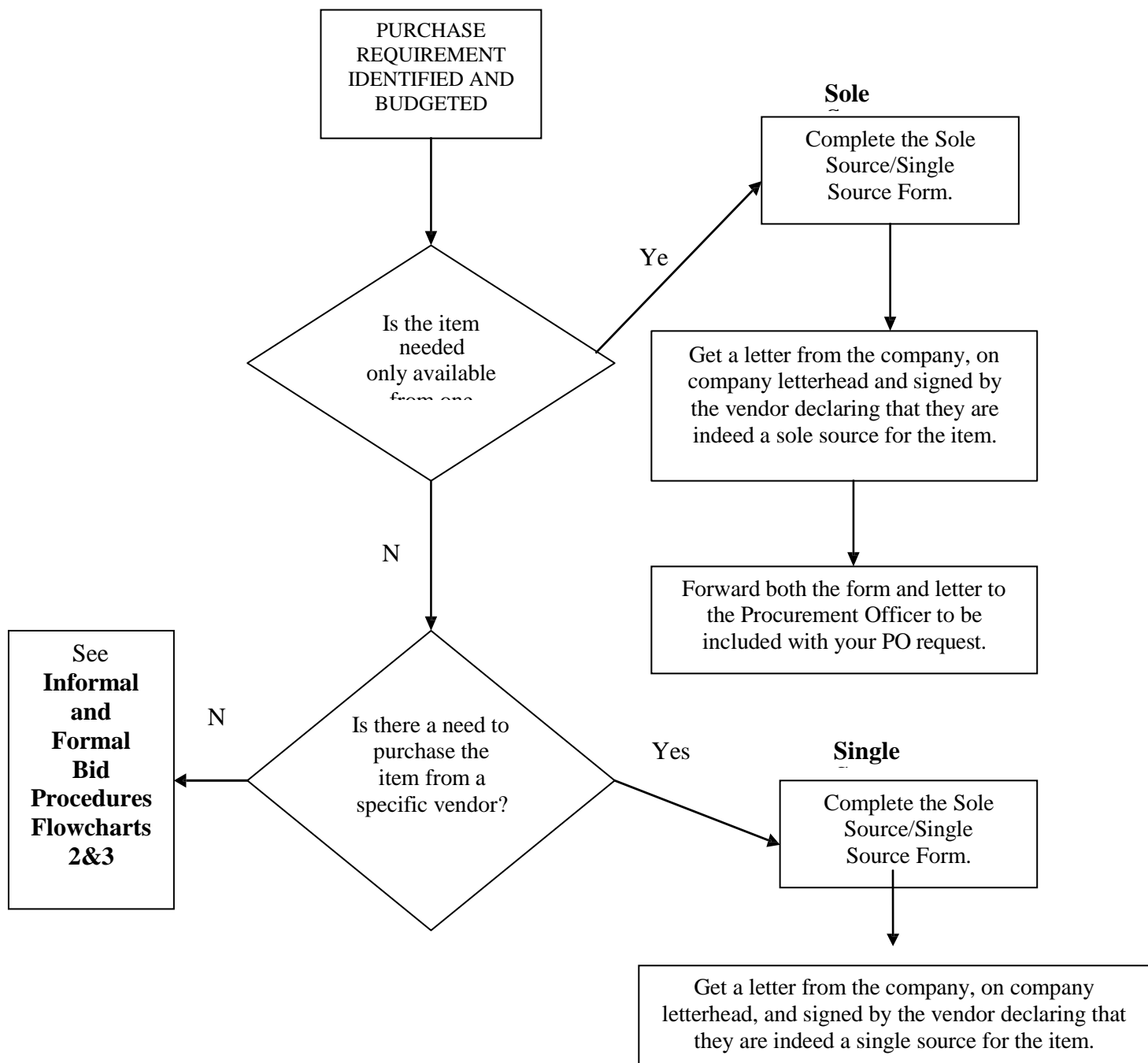
** This and all future charts are for general reference only. Please refer to the Purchasing Manual for more detailed information.*

Flowchart 4 - Emergency Purchase



** This and all future charts are for general reference only. Please refer to the Purchasing Manual for more detailed information. The exceptions to the competitive bidding procedures are Professional Services and Government and Co-Operative Bids.*

Flowchart 5 - Sole Source/Single Source Purchase



** This and all future charts are for general reference only. Please refer to the Purchasing Manual for more detailed information. The exceptions to the competitive bidding procedures are Professional Services and Government and Co-Operative Bids.*

GLOSSARY

Addenda - Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or contracts.

Actual Costs – All direct and indirect costs which have been incurred for services rendered, supplies delivered, or construction built, as distinguished from allowable costs only.

Amendment – A method of changing the terms and conditions or requirements of a contract beyond what is specifically allowed by contract. All amendments must be approved the same way as the original contract signed by the individuals holding the positions of the original signatories.

Architect-Engineer and Land Surveying Services – Those professional services within the scope of the practice of architecture, professional engineering, or land surveying, as defined by the laws of the State of Florida.

Award – The acceptance of a bid, offer or proposal by the proper authority. The Town Council must award all contracts of Level 4 limit with the exception of emergency purchases.

Inverted Purchase Orders – A Purchase Order issued for the acquisition of commodities or services over a certain period of time within the fiscal year for a specified dollar limitation. Shipments are made, as requested, against the Inverted Purchase Order number for the term of the contract or Inverted Purchase Order.

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

Brand Name Specification – A specification limited to one or more items by manufacturers' names or catalogue numbers.

Capital Improvement Project – Any improvement which the Town undertakes which includes the construction, reconstruction, renovation, repair, modification, or demolition of any facility, building, portion of a building, utility, park, parking lot, structure, road, highway, street improvement, plant, or other improvement to real property necessary in carrying out the functions of the Town.

Change Order – A request for revision in one or more of the criteria on a Purchase Order or contract to correct errors, omissions, or discrepancies, to cover acceptable overruns or freight costs; incorporate requirements to expand or reduce the scope of goods or services ordered or the time for the provision of same; or to direct changes in contract execution to meet unforeseen regulatory or market conditions.

Commodity – Any of the various supplies, materials, goods, merchandise, equipment, and other personal property.

Competitive Bids or Competitive Offers – The receipt of bids or offers submitted by responsive, responsible and qualified bidders or offerors.

Competitive Selection and Negotiations – A method of purchasing whereby qualified professional firms are invited to submit “letters of interest” and are short-listed by an appropriately appointed evaluation committee, following which prices and other terms for a final contract are negotiated with the highest ranked firm.

Construction – The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. Construction does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property.

Consultant’s Competitive Negotiations Act (CCNA) – The common name for Section 287.055 of the Florida Statutes concerning the purchasing of architectural, engineering (including testing), landscape architecture, and registered land surveying and mapping services. These services will be procured by a letter of interest and competitive selection and negotiation.

Contract – Any agreement, regardless of style or form, for the purchasing of commodities, services or construction. It includes contracts for a fixed price, cost, cost plus a fixed fee, or incentive contracts, contracts providing for the issuance of job or task orders, leases, letter contracts, and Purchase Orders. It also includes supplemental agreements with respect to any of the foregoing.

Contract Extension – An increase in the time allowed for the contract period due to circumstances which, without fault of either party, make timely performance impracticable or impossible, or which prevent a new contract from being executed, with or without proportional increase in the total dollar amount, with any increase to be based on the method and rate previously established in the contract.

Contract Modification – Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of any contract accomplished by mutual action of the parties to the contract.

Contractor – Any person having a contract with the Town to perform a service or sell a product.

Contractual Services – 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.

Cooperative Purchasing – Purchasing conducted by, or on behalf of, more than one public purchasing unit.

Contract Renewal – Contracting with the same contractor for an additional contract period, only if pursuant to contract terms specifically providing for such renewal.

Cost-Reimbursement Contract – A contract under which a contractor is reimbursed for costs which are allowable and applicable in accordance with the contract terms and the provisions of this Ordinance, and a fee or profit, if any.

Department Head – The head of a department, section, or function area concerned.

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

Emergency Purchase – Purchase made due to the presence of an immediate danger to the public health, safety or welfare, or other substantial loss to the Town.

Employee – An individual drawing a salary or wages from the Town, whether elected or not; any non-compensated individual performing personal services for the Town or for any department, agency, commission, council, board, or for any other entity established by the executive or legislative branch of the Town; and any non-compensated individual serving as an elected official of the Town. This definition specifically excludes all independent contractors and all other contractors with the Town.

Exigent Purchase - An exigent purchase is something that is necessary in a particular situation that requires or demands immediate aid or action to protect lives, public health or safety.

Firm Fixed-Price Contract – 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.

Franchise – A special right or privilege conferred by the Town on an individual or a corporation or other entity to do that which does not belong to citizens generally by common right.

General Services – Support services performed by an independent contractor requiring specialized knowledge, experience or expertise. The service rendered does not consist primarily of acquisition of equipment or materials. Examples of general services are janitorial, pest control services, and maintenance of equipment. General services are normally procured through requests for proposals or invitations to bid. Purchasing of general services may include subjective evaluation factors of the submitting firms.

Governmental Agency – Any department, commission, council, board, bureau, committee, institution, legislative body, agency, government corporation, or other establishment or official of the executive, legislative, or judicial branch of any government in the United States of America.

GSA Contracts – 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 the GSA contracts equivalent with those that are given to the most preferred customer of the vendor.

Invitation for Bid or Notice to Bid - A written solicitation for competitive sealed bids with the title, date, and hour of the public bid opening designated and specifically defining the commodity, group of commodities, or services for which bids are sought. The invitation for bid will be used when the Town is capable of specifically defining the scope of work for which a contractual service is required or when the Town is capable of establishing precise specifications defining the actual commodities required. The invitation to bid will include instructions to bidders, plans, drawings and specifications, if any, bid form and other required forms and documents to be submitted with the bid.

Invoice – A document supplied by the providing vendor which itemizes charges for the purchase of supplies, materials, equipment or services which have been furnished. It is the means by which the

supplier informs the Town of its Orders and should contain the same basic information as the Purchase Order.

Letter of Interest (Request for) – 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.

Mandatory Bid Amount – The dollar threshold at which the formal bid process is required. The mandatory bid amount is any purchase equal to or greater than twenty-five thousand dollars (\$25,000.00). The current known requirement of any commodity or service will not be divided to circumvent the requirement of the mandatory bid amount.

Master Contract – An agreement of several years' duration that provides for the use of Work Authorizations to authorize specific scopes of work as the need arises.

Negotiations for Professional Services – The act of determining terms, conditions, and prices for the performance of professional services. An appropriately appointed negotiation committee will negotiate with the top-ranked candidate from the competitive selection of professional service firms, in an attempt to reach agreement on a contract for the provision of professional services to the Town.

Notice of Award – The written notice by the Town to the apparent, successful bidder or offeror stating that upon compliance by the successful bidder or offeror with the condition's precedent to the contract within the time specified, the Town will sign and deliver the contract.

Open-end Contract – A contract whereby an indefinite quantity of supplies, services, or construction is to be procured over an identified time span, as and when needed.

Open-end Purchase Order – A purchase order whereby a vendor provides supplies, services, or construction on demand or on a prescribed schedule not to exceed a period of twelve (12) months or the mandatory bid amount. An open-ended purchase order may be used as a release and encumbrance document to authorize an agency to order any predetermined amount from an open-ended contract on an as-needed basis.

Payment and Performance bonds – Bonds of a contractor/vendor, respectively, in which a surety guarantees to the Town that the work/services will be paid for by the contractor/vendor and will be performed in accordance with the contract documents and may, at the discretion of the Town, include a letter of credit issued by a financial institution.

Piggybacking - The post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process. ("FTA Dear Colleague" letter, October 1, 1998).

Purchasing – The buying, purchasing, renting, leasing, or otherwise obtaining any commodities, services, construction or any other item(s). It also includes all functions that pertain to the obtaining of any supplies, services, construction, or any other item(s), including description of requirements, selection and solicitation of sources, preparation and award of contracts and all phases of contract administration.

Professional Services – Any services where the Town is obtaining advice, instruction, or specialized work from an individual specifically qualified in a particular area. Professional services 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 purchasing of professional services does not lend itself to normal competitive bidding and price competition alone. These services may be procured by a letter of interest or request for proposals and selected through competitive selection and negotiation. Those services within the scope of the practice of architecture, professional engineering, landscape architect, or registered land surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered land surveyor or mapper in connection with his professional employment or practice.

Project – That fixed capital outlay, study, or planning activity described in the public notice requesting professional services. A project may constitute a grouping of minor construction, rehabilitation, or renovation activities or a project may constitute a grouping of substantially similar construction, rehabilitation, or renovation activities.

Proposals (request for RFP). – 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 the 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.

Procurement Code – The purpose of this Procurement Code is to establish specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this Code.

Purchase Order – Generally, required for purchases equal to or greater than one thousand dollars (\$1,000), authorizes the user Department to seek the commodities or services requested through the appropriate means. It also authorizes the vendor to ship and invoice the materials and services as specified. Also, 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.

Qualified or Responsible Bidder / Proposer – A person who has the capability in all respects to perform fully the contract requirements and has the integrity and reliability which will assure good faith performance.

Quotation – An informal or formal notice by a vendor to the buyer stating the prices, terms and conditions under which they will furnish certain goods or services.

Request for Proposals – A written solicitation for competitive sealed proposals with the title, date, and hour of the public bid opening designated. The RFP is used when the Town is incapable of specifically defining the scope of work for which the commodity, group of commodities, or contractual service is required and when the Town is requesting that a qualified offeror propose a

commodity, group of commodities, or contractual service to meet the specifications of the solicitation document.

Requisition or Purchasing Request Form – Form used to request the purchase of commodities or services which serves to inform Purchasing, the Finance & Budget Administrator and Town Administrator of the needs of the user Department and to correctly define the material requested.

Responsible Bidder/Proposer/Offeror – A person or firm who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Bid/Proposal/Offer – A bid/proposal/offer submitted by a responsive, and responsible or qualified bidder/proposer, who conforms in all material aspects to the Invitation for Bid/ Request for Proposal.

Responsive Bidder/Proposer – A person who has submitted a bid/proposal which conforms in all material respects to the Invitation for Bid/Request for Proposal.

Single Source - Goods and/or services which may be available from more than one source but for a justifiable reason, needs to be acquired from a particular vendor.

Selection and Negotiation Committee – 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.

Services – The furnishing of labor, time, or 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 includes “professional services” except professional architectural, engineering, landscape architectural and land-surveying or mapping services, but does not include employment agreements or collective bargaining agreements.

Sole Brand – The only known brand or only reasonable brand capable of fulfilling the needs of the Town.

Sole Source – Goods and/or services which are propriety, or available from only one source, and for which there are no competitive alternate sources.

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

Supplies – 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 Town.

Surplus Property – Any supplies, vehicles, equipment, or other personal property no longer having any use to the Town. This includes obsolete supplies or equipment, scrap materials, and non-expendable supplies that have completed their useful life cycle.

Term Contract – An indefinite quantity contract wherein a party agrees to furnish commodities or contractual services during a prescribed period of time, the expiration of which concludes the contract.

Town – Shall mean The Town of Southwest Ranches.

Using Department – Any governmental body of the Town which utilizes any supplies, services, or construction procured under this Code.

When to use Exhibits?

Exhibit Number	Exhibit Name	Federally Funded Procurement	All types of Procurement
Exhibit 1	Purchase Order Form		X
Exhibit 2	Check Request Form		X
Exhibit 3	Contract Renewal Election Form		X
Exhibit 4	Independent Cost Estimate	X	
Exhibit 5	Piggybacking Checklist	X	
Exhibit 6	Sole or Single Source Purchase Form		X
Exhibit 7	Price Analysis Form	X	
Exhibit 8	Cost Analysis Form	X	
Exhibit 9	Procurement Summary	X	
Exhibit 10	Applicability of third-party contract provisions	X	
Exhibit 11	Federally Required Contract Clauses	X	
Exhibit 12	Procurement History File Checklist		X
Exhibit 13	Verbal Quote Form		X
Exhibit 14	Contract Debrief	>\$500,000	>\$500,000
Exhibit 15	2 CFR pt. 200 Checklist	X	
Exhibit 16	Purchase Requisition		X
Exhibit 17	Emergency/Exigent Purchase		X
Exhibit 18	E-Verify		X
Exhibit 19	Cone of Silence Notice		X
Exhibit 20	Informal bid / Quote Form RFQ		X
Exhibit 21	Conflict of Interest Form		X
Exhibit 22	Appendix Y (2CFR 200 standards)	X	

EXHIBIT 1: PURCHASE ORDER FORM



Town of Southwest Ranches

Preserving Our Rural Lifestyle

13400 Griffin Road

Southwest Ranches, FL 33330

Phone 954 434 0008

Fax 954 434 1490

PURCHASE ORDER

Fiscal Year _____

FEI # 65-1036656

State Sales Tax Exemption #85-8012630780C-6

P.O. NUMBER: _____

(Assigned by Finance & Budget Department)

NOTE: The P.O. number must appear on all related correspondence, shipping papers, and invoices:

To:

Ship To:

Town of Southwest Ranches

13400 Griffin Road

Southwest Ranches, FL 33330

P.O. DATE	REQUISITIONER	CONTRACT #	PIGGYBACK & PRICE LIST ATTACHED			EMERGENCY PURCHASE	
			YES	NO	N/A	YES	NO

QTY	UNIT	ACCOUNT NO.	DESCRIPTION	UNIT PRICE	TOTAL
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
SUBTOTAL					\$ -
SALES TAX					Exempt
TOTAL					\$ -

Approved By: _____ Date _____
Department Head

SEE TERMS AND CONDITIONS ON PAGES 2 & 3
AND WWW.SOUTHWESTRANCHES.ORG/PROCUREMENT

Authorized By: _____ Date _____
Town Financial Administrator

Authorized By: _____ Date _____
Town Administrator

TERMS AND CONDITIONS

Sellers providing goods or services to the Town of Southwest Ranches (referred to as the "Town") acknowledge that by delivering such goods or services agree to the following terms and conditions. Should a formal contract be executed between the Town and the Seller (whether as a result of a formal bid or not), the terms and conditions defined in that contract shall prevail over those listed here in any case of conflict.

ACCEPTANCE

This Purchase Order is Town's offer to purchase the goods and/or services described on the Purchase Order from the vendor. Vendor's written acceptance or commencement of work or shipment or delivery of an item or service call shall constitute acceptance by the vendor of the Purchase Order, its terms and conditions and applicable law. Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to the Town with (10) calendar days after date of order.

ASSIGNMENT

Vendor shall not assign the agreement its obligations or rights hereunder to any party, company, partnership, incorporation or person without prior written consent of the Town, approved by the Town Attorney.

COMPLIANCE WITH ALL LAWS

Vendor is assumed to be familiar with the and agrees to observe and comply with all federal, state and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding the work and shall obtain all necessary permits.

DEFAULT

If vendor fails to perform or comply with any provision of the Purchase Order or terms or conditions of any documents referenced and made a part hereof, Town may terminate the contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Town expressly retains all rights and remedies provided by law in case of such breach, and no action by Town shall constitute a waiver of any such rights or remedies. In the event of termination for default, Town reserves the right to purchase its requirements elsewhere, with or without competitive bidding, and vendor agrees to pay any difference in costs above those conditions in the order.

DELIVERY

Delivery of all goods shall be FOB to final destination, paid by shipper, unless otherwise set forth in the Purchase Order. If complete deliveries are not made at the time agreed, Town reserves the right to cancel the Purchase Order and/or hold vendor accountable. If the delivery dates cannot be met, the vendor agrees to notify Purchasing Department, in writing, of the earliest suggested delivery date. Town will then decide whether the proposed delivery date is acceptable.

DELIVERIES

Deliveries are to be made during the hours of 9:00 AM to 3:00 PM Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Town of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Town concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

EXCUSABLE DELAYS

The Town may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Town and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

E-VERIFY

Seller must comply with requirements under Florida Statute Chapter 448.095 and provide a copy of the registration certificate to the Town.

FORCE MAJEURE

If either party is prevented from performing its obligations hereunder as a result of government regulations, fires, strikes, or other causes beyond the control of such party, the obligation to so perform shall be suspended for a reasonable time during which such condition continues to exist. If an actual or potential labor dispute delays or threatens to delay vendor's timely performance, vendor shall immediately notify Town in writing.

GOVERNING LAW

The Purchase Order shall be governed by the laws of the State of Florida and all applicable federal laws and regulations. All obligations of the parties are performable in Broward County, Florida. The appropriate state court located in Broward County, Florida, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

INCORPORATION

All specifications, drawings, technical information, invitation to bid, bid, award and similar items referred to or attached or which are the basis for the Purchase Order are deemed incorporated by reference as if set out fully herein.

INDEMNIFICATION

Vendor shall indemnify, defend, save and hold harmless CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature, including

any attorney's fees, paralegal expenses, and court costs incurred at either the trial or appellate levels brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees. Nothing herein shall be deemed to waive the town's sovereign immunity.

INDEPENDENT CONTRACTOR

Vendor shall acknowledge that it and its employees serve as independent contractors and that CITY shall not be responsible for any payment, insurance or incurred liability.

INSPECTION AND ACCEPTANCE

All commodities delivered on this order are subject to inspection upon receipt by a representative of the Town. The Town reserves the right to reject any or all items not in conformance with applicable specifications, and vendor assumes the costs associated with such nonconformance. Acceptance of goods does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances. The Town reserves the right to inspect the goods at a reasonable time subsequent to delivery. Where commodities are rejected by the Town or where the Town revokes its acceptance, such commodities shall remain the property of the Seller and will be returned at the Seller's expense.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the Town as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the Town of Southwest Ranches' Town Administrator.

INVOICING

Vendors are required to submit invoices within ninety (90) days of the date the goods or services were delivered to the Town. Town reserves the right to not pay invoices submitted after the ninety (90) day threshold. Original invoice must be submitted to the Town of Southwest Ranches, Accounts Payable, 13400 Griffin Road, Southwest Ranches, FL 33330. Purchase Order numbers must be noted on all invoices.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable federal, state, county and local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY-COPYRIGHT/PATENT/TRADEMARK

If an article sold and delivered to Town hereunder shall be protected by any applicable patent, trademark or copyright, the vendor agrees to indemnify and save harmless Town, from and against any all suits, claims, judgments and costs instituted or recovered against it by any person whomever on account of the use or sale of such articles by Town in violation or right under such patent or copyright.

MATERIAL SAFETY DATA SHEETS

The vendor must supply proper Material Safety Data Sheets in compliance with OSHA's Hazard Communications Standard to Town at the time of purchase.

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction, which has been acknowledged in writing by the Town Administrator is a complete and exclusive statement of this order. Accordingly, no modification or amendment shall be binding upon the Town unless signed by the Town Administrator. The Town Attorney has approved these standard terms and conditions as to form and correctness. Accordingly, no modification of these terms and conditions shall be binding upon Town unless they are endorsed and approved by the Town Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, except a formal contract, these terms and conditions shall prevail.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

Vendor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the agreement, or in the employment practices of Vendor. Vendor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Vendor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Vendor covenants that it does not engage in any illegal employment practices. Vendor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, that would conflict in any manner with the provision of its goods or performance of its services.

NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any

payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms thereof.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 440, Florida Statutes, and the Occupational Safety and Health Act of 1970. Any toxic substance delivered as part of this order must be accompanied by a Material Safety Data Sheet (M.S.D.S.)

OFFICIALS NOT TO BENEFIT

Employees or officials of Town shall not be permitted to any share or part of the Purchase Order or any benefit that may arise therefrom. Vendor agrees not to provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of Town, with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of any contract.

PACKING LISTS

An itemized packing list, bearing the Purchase Order number shall be attached to the outside of every shipping container.

PAYMENT AND TERMS

Payments shall be made by Town upon satisfactory delivery and acceptance of all items or service, and submission of a proper invoice(s) bearing the purchase description, delivery date, and/or contract number. Each Purchase Order shall be covered by separate invoice(s). Invoices are to be mailed to the address indicated on the Purchase Order. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statute 218.70, et seq.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company accompanied by a signed current IRS form W-9.

PUBLICITY

No endorsement by the Town of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

PUBLIC RECORDS; RIGHT TO AUDIT RECORDS

Town shall have the right to audit books, records, and accounts of Vendor and its subcontractors that are related to this Purchase Order. Vendor and its subcontractors shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to the project. All books, records, and accounts of Vendor and subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, vendor or subcontractor, as applicable, shall make same available at no cost to Town in written form. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment hereunder unless a shorter period is authorized in writing by the Town.

Written documents prepared by either the Seller or Town in furtherance of this order shall constitute a public record in accordance with Chapter 119, Florida Statutes.

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Seller acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Seller has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement, Seller shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Seller agrees to keep and maintain public records required by the Town to perform the service in Seller's possession or control in connection with Seller's performance hereunder, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Seller shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Seller does not transfer the records to the Town.

Upon completion of this Agreement, Seller agrees, at no cost to Town, to transfer to the Town all public records in possession of the Seller or keep and maintain public records required by the Town to perform the service. If the Seller transfers all public records to the Town upon completion of this Agreement, the Seller shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Seller keeps and maintains public records upon completion of this Agreement, the Seller shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Vendor shall provide copies of warranties to Town with invoice. Return of merchandise not meeting warranties shall be at vendor's expense.

Seller's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of this Agreement by Town.

QUANTITIES

Quantities specified in the order cannot be changed without Town approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

REMEDIES

Town shall have all rights and remedies afforded under the U.C.C. and Florida law in contract and in tort, including but not limited to rejection of goods, rescission, right of act-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly sign and authorized Town order, issued by Town Administrator.

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

SEVERABILITY

If any provision of the Purchase Order is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

SUB-CONTRACTING

Vendor shall not sub-contract the Purchase Order to any other vendor without the expressed written consent of Town.

TAX

All prices included in the Purchase Order are exclusive of any Federal, State or local taxes. Town is exempt from sales tax and federal excise taxes. Sellers doing business with the Town, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any Seller be authorized to use the Town tax exemption in securing such materials.

TERMINATION

Town may terminate this agreement, in part or in whole, for its convenience or the failure of the vendor to fulfill contractual obligations. Town shall terminate by delivering to the vendor a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the vendor shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise).
2. Deliver to Town all information, papers, reports and other materials accumulated or generated in performing the contract, whether completed or in progress.

If the termination is for the convenience of Town, Town shall only be liable for payment for services rendered before the effective date of the termination. If the termination is due to the failure of the vendor to fulfill its obligations under the contract, Town may:

1. Require the vendor to deliver any work described in the Notice of Termination.
2. Take over and prosecute the same to completion by contract of otherwise and the vendor shall be liable for any additional cost incurred by Town.
3. Withhold any payments to the vendor for purpose of set-off or partial payment, as the case may be, of amounts owed by Town to the vendor.

In the event of termination for cause, Town shall be liable to the vendor for reasonable costs incurred by the vendor before the effective date of the termination. Seller will be liable for excess costs of re-procurement. Unless prohibited by applicable law, Town is not required to engage in competitive re-procurement, nor is Town required to obtain the lowest price.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code as applicable (including but not limited to Chapters 671 and 672, Florida Statutes), shall apply to and supplement the terms and conditions of this order.

ANTI-DISCRIMINATION

Seller shall not discriminate against any person in its operations, activities or delivery of services. Seller shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully sued as a basis for service deliver.

WARRANTY

Vendor warrants to Town that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantisable quality, good workmanship, and free from defects. Vendor extends to Town all warranties allowed under the U.C.C.

EXHIBIT 2: CHECK REQUEST FORM



**TOWN OF SOUTHWEST RANCHES
CHECK REQUEST**

TODAY'S DATE: _____

PLEASE ISSUE A CHECK IN THE AMOUNT OF: \$.

PAYMENT TO:

ADDRESS TO:

PURPOSE/DESCRIPTION: _____

MONTH: **YEAR:**

[illegible]

If New Vendor: W-9 & E-Verify attached	Attached YES / NO	AVAILABLE FUNDS: YES / NO	FINANCE DEPARTMENT
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DEPARTMENTAL APPROVALS:

Requested By:

DEPARTMENT HEAD / ALTERNATIVE	NAME _____
--------------------------------------	------------

TOWN ADMINISTRATOR _____

CHECK DISPOSITION INSTRUCTIONS

MAIL TO VENDOR (Y/N): Y DELIVER CHECK TO: _____

CHECK IF REQUEST SUBJECT TO FIXED ASSET:
CAPITALIZATION ☐ **CONTROL** ☐

rev 11-30-2021

INVOICE, RECEIPTS, APPLICATIONS OR OTHER DOCUMENTATION MUST BE SUBMITTED WITH CHECK REQUEST

EXHIBIT 3: CONTRACT RENEWAL ELECTION



Town of Southwest Ranches, Florida Contract Renewal Election

Description of Contracted Services _____

Procurement Number, if applicable _____ Reso #: _____

Vendor Name _____

Initial Contract Date: _____

Renewal Period Election: From _____ To _____

Return the form via email: _____ or fax: _____

Return the form by: _____

Select if Accept Renewal Period Election: Yes ☐ No ☐

Any permissible changes in terms or conditions Yes ☐ No ☐
(If yes, please attach documentation indicating the proposed changes)

Authorized Vendor (Print Name) _____ Tel: _____

Authorized Vendor Signature _____ Date _____

[Note: Town's acceptance of the proposed renewal terms shall constitute notice, in accordance with the above-referenced Contract, of the Town's election to renew the Contract on the terms set forth therein, except as otherwise modified herein.]

For Town Authorized Use Only

Select if accept renewal Terms Yes ☐ No ☐

Town Authorized Personnel (Print Name) _____

Town Authorized Personnel (Print Title) _____

Town Authorized Personnel Signature _____ Date _____

Rev 8/15/2018

EXHIBIT 4: INDEPENDENT COST ESTIMATE (If Required for Federally Funded Procurements, unless specifically exempted.)

Contract Type: _____ *Date of Estimate:* _____

Description of Goods / Service: _____

Method of Obtaining the Estimate:

I have obtained the following estimate from:

- ☐ Published Price List / Past pricing (date) _____
- ☐ Engineering or technical estimate
- ☐ Independent Third-Party estimate
- ☐ Other (specify) _____

Cost Estimate Details:

Through the method stated above it has been determined that the total cost of the goods/services is expected to be:

\$_____. Please attach details.

[For complex items or tasks, attach detailed spreadsheet(s) explaining rationale.]

Name and Signature of Preparer:

The preceding cost estimate was obtained or prepared by:

(Print name)

(Signature)

** Note: This form is needed to satisfy 2 CFR pt. 200 requirements and must be completed prior to purchasing goods or services..*

EXHIBIT 5: PIGGYBACKING (AKA Cooperative Agreement) CHECKLIST, (If Required for Federally Funded Procurements, unless specifically exempted.)

In order to assist in the performance of your review, to determine if a situation exists where you may be able to participate in the piggybacking (assignment) of an existing agreement, the following considerations are provided. Ensure that your final file includes documentation substantiating your determination.

WORKSHEET		YES	NO
1.	Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America Pre-award or Post- Delivery audits?		
2.	Does the solicitation and contract contain an express “assignability” clause that provides for the assignment of all or part of the specified deliverables?		
3.	Did the Contractor submit the “certifications” required by Federal regulations? See BPPM Section 4.3.3.2.		
4.	Does the contract contain the clauses required by Federal regulations? See BPPM Appendix A1.		
5.	Were the piggybacking quantities included in the original solicitation, i.e., were they in the original bid and were they evaluated as part of the contract award decision?		
6.	If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?		
7.	If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired?		
8.	Does your State law allow for the procedures used by the original contracting agency: e.g., negotiations vs. sealed bids?		
9.	Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files.		
10.	Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files.		
11.	Were geographical preferences included in the original solicitation/contract?		
12.	Vendor checked through the System for Award Management (SAM) system.		
13.	Does the vendor have any conflicts of interest with the Town of Southwest Ranches?		

Note: This worksheet is based upon excerpts derived from the policies and guidance expressed in (a) the FTA Administrator's "Dear Colleague" letter of October 1, 1998, (b) the *Best Practices Procurement Manual*, Section 6.3.3—*Joint Procurements of Rolling Stock and “Piggybacking,”*

Department Head of Designee Name: _____

Department Head or Designee Signature: _____ Date: _____

** Note: This form is needed to satisfy 2 CFR pt. 200 requirements and must be completed prior to purchasing goods or services.*

EXHIBIT 6: SOLE SOURCE OR SINGLE SOURCE PURCHASE FORM



TOWN OF SOUTHWEST RANCHES



SOLE SOURCE OR SINGLE SOURCE PURCHASE FORM

VALID FOR twelve months after completion

Procurement by noncompetitive proposals may be used only when the award of contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

- ☐ The item is available only from a single source (sole source justification is attached).
- ☐ Federal Awarding Agency or Pass-Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).
- ☐ After solicitation of a number of sources, competition is determined inadequate (record of source contacts is attached).

Vendor Name: _____

Vendor Address: _____

Vendor Phone Number: _____

***Please include a signed letter on company letterhead from the selected vendor declaring they are indeed a sole or single source for the item(s) being purchased.**

How many individuals, companies, and/or manufacturers were contacted about this purchase:

If **sole source purchase**, please explain the characteristic(s) of the product or service that limits competitive bidding. (See Purchasing Manual definition section for a definition of sole source purchase.)

If **single source purchase**, please explain the characteristic(s) of the product or service that limits competitive bidding. (See Purchasing Manual definition section for a definition of a single source purchase.)

Department Director Signature: _____

Date: _____

Procurement Officer Signature: _____

Date: _____

EXHIBIT 7: PRICE ANALYSIS (If Required for Federally Funded Procurements, unless specifically exempted.)

PO / Contract: _____

The evidence compiled by a price analysis includes one or more of the following:

- Developing and examining data from multiple sources whenever possible that prove or strongly suggest the proposed price is fair.
- Determining when multiple data consistently indicate that a given price represents a good value for the money.
- Documenting data sufficiently to convince a third party that the analyst's conclusions are valid.

The pricing quoted on the attached sheet(s) is deemed to be fair and reasonable based on at least one of the following types of analysis:

_____ Comparison with competing suppliers' prices or catalog pricing for the same item. (Attach supporting quotes or catalog pages.)

_____ Comparison of proposed pricing with in-house estimate for the same item. (Attach signed in-house estimate and explain factors influencing any differences found.)

_____ Comparison of proposed pricing with historical pricing from previous purchases of the same item, coupled with market data such as Producer Price Index or Inflation Rate over the corresponding time period. (Attach data and historical price record).

_____ Analysis of price components against current published standards, such as labor rates, dollars per pound etc. to justify the price reasonableness of the whole. (Attach analysis to support conclusions drawn.)

DATE: _____

Attachments:

PREPARED BY _____

** Note: Use Price or Cost analysis form to satisfy 2 CFR pt. 200 requirements after purchasing goods or services.*

**EXHIBIT 8: COST ANALYSIS FORM (If Required for Federally Funded Procurements,
unless specifically exempted.)**

				PAGE OF		
COST ANALYSIS SUMMARY (For New Contracts Including Letter Contracts) (See Instructions below)						
SOLICITATION #			SUPPLIES AND/OR SERVICES TO BE FURNISHED			
PREPARER'S NAME, DEPARTMENT, TITLE, PHONE						
DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED			APPROVAL SIGNATURE			
DETAIL DESCRIPTION OF COST ELEMENTS			Vendor A Proposal	Vendor B Proposal	Independent Estimate	Analysis
1. DIRECT MATERIAL						
A. PURCHASED PARTS						
B. SUBCONTRACTED ITEMS						
C. OTHER - (1) RAW						
(2) STANDARD COMMERCIAL ITEMS						
TOTAL DIRECT MATERIAL						
2. MATERIAL OVERHEAD (RATE % x \$ BASE *)						
3. DIRECT LABOR	ESTIMATED HOURS	RATE/ HOUR	Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
TOTAL DIRECT LABOR						
4. LABOR OVERHEAD			Vendor A \$)	Vendor B (\$)	Independent Estimate	Variance
	OH Rate					
	X BASE (labor total above)					
	TOTAL LABOR OVERHEAD					
5. OTHER DIRECT COSTS			Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
A. SPECIAL						
TOTAL SPECIAL						

B. TRAVEL				
(1) TRANSPORTATION				
(2) PER DIEM OR SUBSISTENCE				
<i>TOTAL TRAVEL</i>				
DETAIL DESCRIPTION OF COST ELEMENTS (continued)	Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
C. INDIVIDUAL CONSULTANT SERVICES				
<i>TOTAL INDIVIDUAL CONSULTANT SERVICES</i>				
D. OTHER				
<i>TOTAL OTHER</i>				
<i>E. SUBTOTAL DIRECT COST AND OVERHEAD</i>				
6. GENERAL AND ADMINISTRATIVE (G&A) RATE %				
X \$ BASE (Use 5.E above)				
7. ROYALTIES (if any)				
8. <i>SUBTOTAL ESTIMATED COST</i>				
9. CONTRACT FACILITIES CAPITAL AND COST OF				
10. <i>SUBTOTAL ESTIMATED COST</i>				
11. FEE OR PROFIT				
12. <i>TOTAL ESTIMATED COST AND FEE OR PROFIT</i>				
13. Discounts				
14. Option Costs (specify)				
15. ADJUSTED COST				

Note: Use Price or Cost analysis form to satisfy 2 CFR pt. 200 requirements after purchasing goods or services. Please see page 40 post-procurement guidelines.

FEDERAL COST PRINCIPALS

Costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal law or regulation, and must comply with Federal cost principles applicable to the TOWN. Chapter IV, Section 4 C4220.1F states FTA assistance may support contract costs or prices based on estimated costs only if the costs incurred or cost estimates included in negotiated prices comply with applicable Federal cost principles, and the property or services are eligible for Federal assistance under the terms of the underlying grant or cooperative agreement.

ANALYSIS GUIDELINES

1. DIRECT MATERIAL

A. Analyze Purchased Parts: Provide a consolidated price analysis of material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).

B. Subcontracted Items: Analyze the total cost of subcontract effort and supporting written quotations from the prospective subcontractors

C. Other:

(1) Raw Material: Review any materials in a form or state that requires further processing. Analyze priced quantities of items required for the proposal. Consider alternatives and total cost impact.

(2) Standard Commercial Items: Analyze proposed items that the offeror will provide, in whole or in part, and review the basis for pricing. Consider whether these could be provided at lower cost from another source.

2. MATERIAL OVERHEAD

Verify that this cost is not computed as part of labor overhead (item 4) or General and Administrative (G&A) (Item 6).

3. DIRECT LABOR

Analyze the hourly rate and the total hours for each individual (if known) and discipline of direct labor proposed. Determine whether actual rates or escalated rates are used. If escalation is included, analyze the degree (percent) and rationale used. Compare percentage of total that labor represents for each bid.

4. LABOR OVERHEAD

Analyze comparative rates and ensure these costs are not computed as part of G&A. Determine if Government Audited rates are available,

5. OTHER DIRECT COSTS

A. Special Tooling/Equipment. Analyze price and necessity of specific equipment and unit prices.

B. Travel. Analyze each trip proposed and the persons (or disciplines) designated to make each trip.

Compare and check costs.

C. Individual Consultant Services. Analyze the proposed contemplated consulting. Compare to independent estimate of the number of services estimated to be required and match the consultants' quoted daily or hourly rate to known benchmarks.

D. Other Costs. Review all other direct charge costs not otherwise included in the categories described above (e.g., services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment and provide bases for pricing. Scan for duplication or omissions.

6. GENERAL AND ADMINISTRATIVE EXPENSE

See notes on labor overhead above and check whether the base has been approved by a Government audit agency for use in proposals.

7. ROYALTIES

If more than \$250, analyze the following information for each separate royalty or license fee; name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part of model numbers or each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties,

8. SUBTOTAL ESTIMATED COST

Compare the total of all direct and indirect costs excluding Cost of Money and Fee or Profit. Note reasons for differences.

9. CONTRACT FACILITIES CAPITAL AND COST OF MONEY

Analyze the offerors' supporting calculations and compare to known standards.

10. SUBTOTAL ESTIMATED COST

This is the total of all proposed costs excluding Fee or Profit. Determine the competitive range. Question outliers.

11. FEE OR PROFIT

Review the total of all proposed Fees or Profit.

12. TOTAL ESTIMATED COST AND FEE OR PROFIT

Analyze the range of total estimated costs including Fee or Profit and explain variance to independent estimate. Identify areas for negotiation or areas to be challenged. Explain your conclusions regarding fair and reasonable pricing.

13. DISCOUNTS Review basis for Discounts and range between offers.

ATTACH NARRATIVE COST ANALYSIS MEMO ADDRESSING ITEMS AS INSTRUCTED ABOVE.

**EXHIBIT 9: PROCUREMENT SUMMARY (If Required for Federally Funded
Procurements)**

Date: _____ Completed by: _____
PO / Contract No. _____
Source of Funding: _____

Method of Procurement

_____ Competitive RFP: _____ Competitive Bid: _____
_____ Sole / Single Source: _____

Adequate # of Sources Solicited? Yes/No and # _____

Justification if Non-Competitive:

Reason for the Procurement

Contract Type: _____

Rationale for contract type: _____

Reason for Contractor selection or rejection: _____

Evaluation results were: _____

Basis for Contract Price: _____

Accepted contractor's proposed pricing: _____

Negotiated Price (attached memorandum) _____

Other: _____

Price or Cost Analysis:

The price offered by the supplier was within % of the independent estimate, and variance between the offerors constituted a range of . The competitive range was determined to be from \$

Pricing discrepancies between the offers was attributed to

Other sources/data used to affirm price reasonableness were

EXPLAIN:

Evaluation of Options, if any: _____

Exercise of Options, if any: _____

Award _____ **Date of contract award:** _____

Council Approval (Attach Meeting Minutes): _____

** Note: This form is needed to satisfy 2 CFR pt. 200 requirements and must be completed after purchasing goods or services.*

EXHIBIT 10 APPLICABILITY OF THIRD-PARTY CONTRACT PROVISIONS
(If Required for Federally Funded Procurements, unless specifically exempted.)

(Excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	Professional Services/A &E	Operations/ Management	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All
Access to Third Party Contract Records	All	All	All	All
Changes to Federal Requirements	All	All	All	All
Termination *	>\$10,000 if 49 CFR Part 18 applies	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, EEO, ADA) *	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Disadvantaged Business Enterprises (DBEs)	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$100,000	>\$100,000
Resolution of Disputes, Breaches, or Other Litigation	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference			For property transported by ocean vessel.	For property transported by ocean vessel.
Fly America	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.
Davis-Bacon Act			>\$2,000 (Including ferry vessels)	
Contract Work Hours and Safety Standards Act		>\$100,000 (Except transportation services)	>\$100,000	>\$100,000 (Including ferry vessels)

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Copeland Anti-Kickback Act Section 1 Section 2				All All exceeding \$2,000 (Including ferry vessels)
Bonding				\$100,000
Seismic Safety	A&E for New Buildings & Additions			New Buildings
Transit Employee Protective Arrangements		Transit Operations		
Charter Service Operations		All		
Drug Use and Testing		Transit Operations		
Alcohol Misuse and Testing		Transit Operations		
Patent Rights**	Research & Development			
Rights in Data and Copyright Requirements	Research & Development			
Energy Conservation	All	All	All	All
Recycled Products		Contracts for items designated by EPA, when procuring \$10,000 or more per year		Contracts for items designated by EPA, when procuring \$10,000 or more per year
Conformance with ITS National Architecture	ITS Projects	ITS Projects	ITS Projects	ITS Projects
ADA Access	A&E	All	All	All
Notification of Federal Participation for States	Limited to States	Limited to States	Limited to States	Limited to States
DHS Seal, Logo, Flags	All FEMA	All FEMA	All FEMA	All FEMA
Compliance with Federal Law, Regulation & Executive Orders	All FEMA	All FEMA	All FEMA	All FEMA

*APPLIES TO ALL FEMA CONTRACTS NO MATTER THE AMOUNT

** DOES NOT APPLY TO FEMA PUBLIC ASSISTANCE WORK CONTRACTS

**Note: This form is needed to satisfy 2 CFR pt. 200 requirements and must be completed prior to purchasing goods or services.*

**EXHIBIT 11: FEDERALLY REQUIRED CONTRACT CLAUSES (If required for
Federally Funded Procurements, unless specifically exempted.)**

1. Fly America Requirements
2. Buy America Requirements
3. [Reserved]
4. Cargo Preference Requirements
5. Seismic Safety Requirements
6. Energy Conservation Requirements
7. Clean Water Requirements
8. [Reserved]
9. Pre-Award and Post Delivery Audit Requirements
10. Lobbying
11. Access to Records and Reports
12. Federal Changes
13. Bonding Requirements
14. Clean Air
15. Recycled Products
16. Davis-Bacon and Copeland Anti-Kickback Acts
17. Contract Work Hours and Safety Standards Act
18. [Reserved]
19. No Government Obligation to Third Parties
20. Program Fraud and False or Fraudulent Statements and Related Acts
21. Termination
22. Government-wide Debarment and Suspension (Non procurement)
23. Privacy Act
24. Civil Rights Requirements
25. Breaches and Dispute Resolution
26. Patent and Rights in Data
27. Transit Employee Protective Agreements
28. Disadvantaged Business Enterprises (DBE)
29. [Reserved]
30. [Reserved]
31. Drug and Alcohol Testing
32. Veteran's Preference/Employment

** Note: This form is needed to satisfy 2 CFR pt. 200 requirements and must be completed prior to purchasing goods or services.*

EXHIBIT 12: PROCUREMENT HISTORY FILE CHECKLIST

CONTRACT NUMBER _____
CONTRACTOR NAME _____
CONTRACT AWARD DATE _____
CONTRACT AMOUNT _____
CONTRACT START DATE _____

		Responsible	In File	N/A
1.	Procurement Request	Dept. Head		
2.	Funding/Accounting Code. Please insert here: _____	Dept. Head		
3.	Independent Cost Estimate	Dept. Head and Purchasing		
4.	Statement of Work (specifications)	Dept. Head		
5.	Procurement Plan & Timeline	Purchasing & Dept. Head		
6.	Single or Sole Source Justification	Dept. Head		
7.	Procurement Summary	Purchasing		
8.	Pre-solicitation publication approvals	Dept. Head		
9.	Advertising	Purchasing		
10.	Pre-bid or proposal notes/Q&A	Dept. Head and Purchasing		
11.	Pre-bid or proposal Sign-in Sheet	Purchasing		
12.	Bid/proposal & solicitation opening Sign-in Sheet	Purchasing		
13.	"No bid" letters or offeror disqualification	Purchasing		
14.	Price or Cost analysis	Dept. Head and Purchasing		
15.	Negotiation correspondence	Purchasing &/ Legal		
16.	Contractor responsibility determination (Completeness and Verification checklists)	Purchasing		
17.	Notice of Intent to Award	Purchasing		
18.	Protests	Purchasing		
19.	Signed (conformed) contract	Purchasing and Town Clerk		
20.	Council Resolution	Dept. Head		
21.	Council Communication	Dept. Head		

EXHIBIT 13: VERBAL QUOTE FORM

Date: _____

Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Email: _____

Scope of Services: _____

Description of Goods or Services	Qty	Amount	Total

Department Head or designee Name: _____

Department Head or designee Signature: _____

EXHIBIT 14: CONTRACT DEBRIEF FORM



TOWN OF SOUTHWEST RANCHES CONTRACTS (>\$500,000) DEBRIEF FORM

Today's Date: _____ Date Awarded: _____

Bid Number: _____ Contract Amount (>\$500,000): _____

Bid Description: _____

Vendor: _____

Legal Staff Attendee: _____

Finance & Budget Staff Attendee: _____

Department Head Attendee: _____

Other attendee: _____

Other attendee: _____

Meeting Notes: _____

Date Notes dispersed to Attendees: _____

**EXHIBIT 15: 2 CFR pt. 200 CHECKLIST (Example if Required for Federally
Funded Procurements, unless specifically exempted.)**

**Checklist for Reviewing Procurements Under Grants by Non-Federal Entities
(States, local and tribal governments, Institutions of Higher Education, Hospitals,
and private non-profit organizations) –
2 CFR pt. 200**

This checklist was created to assist FEMA recipients and subrecipients in complying with the federal requirements that procurements must meet in order for FEMA to reimburse eligible expenses. Importantly, this checklist is intended to provide general guidance only and does not provide a detailed explanation of the Federal procurement requirements – it is not intended to serve as legal advice and FEMA makes no guarantee that adherence to this checklist will result in full reimbursement of eligible expenses. To understand the requirements fully, the user should review the provisions of [2 C.F.R. § 200.317 – 326](#), which is the source of these requirements. FEMA’s in – depth guidance on these provisions can be found in its *Supplement to the Public Assistance Field Manual*. In addition, the user may review FEMA’s Field Manual, [Public Assistance Grantee and Subgrantee Procurement Requirements](#), which is available on the internet by searching for “FEMA Procurement Field Manual.” While the Field Manual was drafted to specifically address the Federal procurement standards that were in effect prior to 26 December 2014 ([44 C.F.R. § 13.36\(a\)-\(i\) – States, Local and Tribal Governments](#); and [2 C.F.R. § 215.40-48 – Institutions of Higher Education, Hospitals, and other Non-Profit Organizations](#)), many of the concepts are similar or identical in substance, and thus remains an excellent tool for navigating the current Federal procurement standards. If any questions arise, please contact your servicing attorney or legal counsel for assistance.

2 C.F.R. § 200.317 – 326 became effective on December 26, 2014. For disasters (and their associated projects) declared prior to that date, the relevant procurement standards can continue to be found in 44 C.F.R. § 13.36(a)-(i) (States, local and tribal governments) and 2 C.F.R. § 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits).¹ As indicated above, while many of the concepts are similar or identical, there are some substantive differences between the old and the new standards. Accordingly, this checklist should not be used for procurements associated with declarations issued prior to 26 December 2014. Instead, see procurement standards Checklists 13.36 and 215.²

Instructions: Each standard below is followed by a block for “Yes”, “No”, or in some cases, “Not applicable”. **Red font** is used to indicate the response which, if checked, indicates that the contract

¹ This includes projects associated with declarations issued prior to 26 December 2014, regardless of project start date. For example, if a disaster was declared on 1 November 2014, but contracting for a project under that declaration did not begin until 1 April 2015, then a State (or state agency/instrumentality) would still utilize the old procurement standards found at 44 C.F.R. § 13.36(a); local and tribal governments would follow § 13.36(b)-(i); and Institutions of Higher Education, Hospitals, and Private Non-Profits would use 2 C.F.R. §§ 215.40-48.

² 2 C.F.R. §200.110 provides prospective applicants with the option of exercising a “grace period,” which allows the prospective applicant to continue to use the old procurement standards at 13.36 or 215 for an additional two (2) fiscal years beginning on the first fiscal year after 26 December 2014. The fiscal year is based upon the prospective applicant’s own fiscal year. In order to utilize this exception, the prospective applicant is required to affirmatively elect its use through the documentation of this decision in its contract records.

does not comply with federal requirements.

The term “non-Federal entity” (NFE) below refers to the entity that is conducting the procurement action (i.e., the state, local, or tribal government or private-non-profit entity).

1. Does the procurement comply with the State’s own procurement laws, rules, and procedures? §200.317 ☐ Yes ☒ No
2. Does the procurement comply with the requirement to make maximum use of recovered/recycled materials? § 200.317, § 200.322. ☐ Yes ☐ No ☐ N/A – **work does not involve the use of materials (e.g., debris removal or otherservices)**
3. Does the contract include the following clauses?³
 - a. *If the contract amount exceeds \$150,000⁴*, does it address **administrative, contractual, or legal remedies** in instances where contractors violate or breach contract terms, and provide for sanctions and penalties? ☐ Yes ☒ No ☐ N/A
 - b. *If the contract amount exceeds \$10,000*, does it address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement? ☐ Yes ☒ No ☐ N/A
 - c. *If the contract is for construction*, does it include the required **Equal Employment Opportunity clause**?⁵ ☐ Yes ☒ No ☐ N/A
 - d. *For construction contracts exceeding \$2,000 awarded under a Federal grant*, does the contract include a **Davis-Bacon Act clause** and **Copeland “Anti- Kickback” Act clause**⁶ addressing prevailing wage rates? [Note that Public Assistance and Hazard Mitigation Grant Program contracts do NOT require these clauses.] ☐ Yes ☒ No ☐ N/A
 - e. *If the contract amount exceeds \$100,000 and involves the employment of mechanics or laborers*, does the contract include a **Contract Work Hours and Safety Standards**

³ See Appendix II of 2 CFR part 200. See also, PDAT Field Manual, section IV.H for a detailed discussion of these clauses. Sample clauses and templates can be found in the Required Contract Clauses 2 CFR 200.326 and 2 CFR Part 200 Appendix II.

⁴ \$150,000 is the current dollar threshold for the simplified acquisition threshold, as authorized by 41 U.S.C. § 1908.

⁵ The EEO clause can be found at [41 C.F.R. § 60-1.4\(b\)](#).

⁶ The clause may read as follows: Compliance with the Copeland “Anti-Kickback” Act

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

clause?

☐ Yes ☒ No ☐ N/A

- f. Rights to Inventions Made Under a Contract or Agreement.⁸ ☐ N/A
- g. *If the contract or subgrant amount exceeds \$150,000, does the contract include clauses addressing the **Clean Air Act and the Federal Water Pollution Control Act**?⁹* ☐ Yes ☒ No ☐ N/A
- h. *Does the contract include a **Suspension and Debarment clause**?¹⁰* ☐ Yes ☒ No¹¹
1. *Does the contract include an Anti-Lobbying clause?¹²* ☐ Yes ☒ No
 2. For contracts exceeding \$100,000, have bidders submitted an Anti-Lobbying Certification? ☐ Yes ☐ No ☐ N/A
- i. *Does the contract include a clause requiring the contractor to maximize use of recovered/recycled materials?*
☐ Yes ☒ No ☐ N/A – work does not involve the use of materials (e.g., debris removal or other services)

If a State agency is awarding the contract, stop here. If the contract is being awarded by a local or tribal government or private nonprofit entity, continue with the checklist.



⁷ Must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

⁸ As FEMA does not award grants or subgrants associated with research and development projects, this contract clause is inapplicable.

⁹ As FEMA does not award grants or subgrants associated with research and development projects, this contract clause is inapplicable.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

¹⁰ See, PDAT Manual, pps. 99-100 for sample text.

¹¹ A prospective contractor that is listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov) as suspended or debarred, CANNOT be awarded a contract funded with Federal assistance.

¹² See PDAT Manual, pgs. 127-129. The clause may read substantially as follows:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient

4. General requirements¹³

- a. *Does the procurement comply with the NFE's*¹⁴ *own procurement laws, rules, and procedures?* §200.318(a)
☐ Yes ☐ No
- b. *Does the NFE maintain contract oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders?*§200.318(b)
☐ Yes ☐ No
- c. Does the NFE have - §200.318(c)(1):
1. Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts?
☐ Yes ☐ No
 2. Any employee, officer, or agent participating in the selection, award, or administration of a contract supported by a Federal award that has an actual or apparent conflict of interest?¹⁵
☐ Yes ☐ No
 3. Any employee, officer, or agent that has solicited and/or accepted gratuities, favors, or anything of monetary value from contractors or parties to subcontracts?¹⁶
☐ Yes ☐ No
 4. Written standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. ☐ Yes ☐ No
- d. If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, does the non-Federal entity have written standards of conduct covering organizational conflicts of interest? § 200.318(c)(2)¹⁷ ☐ Yes ☐ No ☐ N/A
- e. The NFE must avoid acquisition of unnecessary or duplicative items. Has the NFE *considered* consolidating or breaking out procurements to obtain a more economical

¹³ See, 2 C.F.R. § 200.318

¹⁴ Non-Federal Entity (NFE)

¹⁵ Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

¹⁶ However, NFEs may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

¹⁷ Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the NFE is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

purchase? Where appropriate, has the NFE considered lease versus purchase alternatives?
§ 200.318(d)

☐ **Yes** ☐ **No**

- f. *Is the contract being awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources?* § 200.318(h) ☐ **Yes** ☐ **No**
- g. *Is the NFE keeping records sufficient to detail the history of the procurement, including, but not limited to, records documenting the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price?* § 200.318(i) ☐ **Yes** ☐ **No**
- h. Is the contract a time-and-materials contract?¹⁸ § 200.318(j) ☐ **Yes** ☐ **No**
 - 1. If so, has the NFE documented why no other contract is suitable? ☐ **Yes** ☐ **No**
- i. Does the contract include a ceiling price that the contractor exceeds at its own risk?
☐ **Yes** ☐ **No**
- j. *Is the NFE alone responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements?* §200.318(k) ☐ **Yes** ☐ **No**
- k. Encouraged, but not required standards at § 200.318(e), (f), and (g).¹⁹

5. Competition:

- a. All procurement transactions must be conducted in a manner providing **full and open competition** consistent with the standards of this section. *Does the procurement involve any of the following*²⁰ § 200.319(a):

¹⁸ Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of: (i) The actual cost of materials; and (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency.

Therefore, a time-and-materials contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls. [Note that FEMA previously reimbursed costs under a time-and-materials contract for only the first 70 hours of work performed. See, FEMA PA Guide (2007 ed.), pg. 53. However, FEMA's new Public Assistance Guide, published on 1 January 2016, has eliminated this requirement and replaced it with a reasonable period of time standard. Please engage your FEMA Public Assistance POC for additional information]

¹⁹ §200.318(e) – to foster greater economy and efficiency, the NFE is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services (this section provides the authority for state schedule and mutual aid agreements, for example); §200.318(f) – NFEs are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs; and §200.318(g) – NFEs are encouraged to use value engineering clauses in contracts for construction projects (value engineering is a systematic and creative analysis of each contract item or task to encourage the contractor to develop more cost effective means to produce or procure requirements.).

²⁰ This list is non-exclusive and only serves as an example of some of the types of situations that are considered to be restrictive of competition.

1. Placing unreasonable requirements on firms in order for them to qualify to do business? ☐ **Yes** ☐ **No**
 - i. Requiring unnecessary experience and excessive bonding? ☐ **Yes** ☐ **No**
 - ii. Noncompetitive pricing practices between firms or between affiliated companies?²¹ ☐ **Yes** ☐ **No**
 - iii. Noncompetitive contracts to consultants that are on retainer contracts?²² ☐ **Yes** ☐ **No**
 - iv. Organizational conflicts of interest?²³ ☐ **Yes** ☐ **No**
 - v. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement? ☐ **Yes** ☐ **No**
 - vi. Any arbitrary action in the procurement process? ☐ **Yes** ☐ **No**
- b. Was the contractor that is bidding on the contract also involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or request for proposals? (If so, that contractor must be excluded from competing for such procurements) § 200.319(a) ☐ **Yes** ☐ **No** ☐ **N/A**
- c. *Does the contract include* a state or local geographic preference for local contractors?²⁴ § 200.319(b) ☐ **Yes** ☐ **No**
- d. Do the NFE’s written procurement procedures ensure that all solicitations comply with the following: § 200.319(c)
 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured? § 200.319(c)(1) ☐ **Yes** ☐ **No**
 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals? § 200.319(c)(2) ☐ **Yes** ☐ **No**
- e. If the NFE is using a prequalified list of persons, firms, or products which are used in acquiring goods and services: § 200.319(d) ☐ **N/A**
 1. Is the list current? ☐ **Yes** ☐ **No**
 2. Does the list include enough qualified sources to ensure maximum open and free competition? ☐ **Yes** ☐ **No**

²¹ For example, bid suppression or bid rigging.

²² For example, out-of-scope disaster work added to the consultant’s work on retainer.

²³ See, fn 18. See, fn 18.

²⁴ Geographic preferences are generally not allowed under FEMA grants. The only exception is that when contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

3. Were any potential bidders precluded from qualifying during the solicitation period?²⁵
☐ **Yes** ☐ **No**

6. Method of Procurement

- a. Is the NFE using one of the following acceptable methods of procurement? § 200.320
1. **Micro-purchase** (i.e., purchases below \$3,500, see, §200.67 Micro- purchases). § 200.320(a) ☐ **Yes** ☐ **No**
 2. [Note: Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.]
 - i. To the extent practicable, is the NFE distributing micro- purchases equitably among qualified suppliers? ☐ **Yes** ☐ **No** **N/A – not practicable**
 3. Small purchase procedures § 200.320(b) ☐ **Yes** ☐ **No**

[**Note:** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the *lesser* of either (1) the federal small purchase threshold (i.e., \$150,000), *or* (2) whatever amount State or local procurement rules set as the small purchase threshold – *if more restrictive than the federal threshold.*]
- b. Did the NFE obtain price or rate quotations from an adequate number of qualified sources? 26
☐ **Yes** ☐ **No**
1. Sealed bids § 200.320(c)²⁷ ☐ **Yes** ☐ **No**

[**Note:** Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. Sealed bidding is the preferred method for procuring construction]
 2. Are *all* of the following conditions to use sealed bidding present?
§ 200.320(c)(1) ☐ **Yes** ☐ **No**

²⁵ Pre-qualified lists are NOT contracts. Accordingly, once the decision to solicit and award a contract is made, the NFE may issue the solicitation directly to the contractors on the pre-qualified list, but must also allow any interested contractor (not on the pre-qualified list) to submit its qualifications, and if deemed qualified, allow that contractor to submit a bid or proposal in response to the solicitation. Contract award will then be made to one of the contractors submitting a bid or proposal, IAW the evaluation/award criteria identified in the solicitation.

²⁶ FEMA has determined that for simplified purchase procedures, an adequate number of qualified sources is considered to be three (3). See, FEMA Recovery Fact Sheet 9580.212 – Public Assistance Grant Contracting Frequently Asked Questions (FAQ), FAC No. 3 and the PDAT Field Manual.

²⁷ Sealed bidding is generally used where price is the most important evaluation factor for the NFE. Accordingly, contract award under the sealed bidding method of procurement is made to the bidder submitting the lowest priced, responsive and responsible bid. “Responsive” refers to whether the bidder meets all the material requirements of the Invitation for Bid (IFB), while “Responsibility” is described at § 200.318(h).

- i. A complete, adequate, and realistic specification or purchase description is available ☐ **Yes** ☐ **No**
 - ii. Two or more responsible bidders are willing and able to compete effectively for the business ☐ **Yes** ☐ **No**
 - iii. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price ☐ **Yes** ☐ **No**
- 3. *If sealed bids are used*, the following requirements apply:
§ 200.320(c)(2)
 - i. Did the NFE solicit bids from an adequate number²⁸ of known suppliers, providing them sufficient response time prior to the date set for opening the bids?
☐ **Yes** ☐ **No**
- 4. If the NFE is a local or tribal government, was the invitation for bids publicly advertised? ☐ **Yes** ☐ **No** ☐ **N/A**
- 5. Did the invitation for bids include any specifications and pertinent attachments, and define the items or services in order for the bidder to properly respond? ☐ **Yes** ☐ **No**
- 6. Did the NFE open all bids at the time and place prescribed in the invitation for bids?
☐ **Yes** ☐ **No**
- 7. For local and tribal governments, were the bids opened publicly? ☐ **Yes** ☐ **No** ☐ **N/A**
- 8. Did the NFE award a firm fixed price contract award in writing to the lowest responsive and responsible bidder? ☐ **Yes** ☐ **No**
- 9. If any bids were rejected, was there a sound documented reason supporting the rejection? ☐ **Yes** ☐ **No** ☐ **N/A**
- c. Procurement by competitive proposals²⁹ § 200.320(d) ☐ **Yes** ☐ **No**
 - 1. **[Note:** The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids.]

²⁸ Unlike, for simplified purchase procedures, FEMA has not defined an “adequate number” of known sources under the sealed bidding method. While left undefined, a NFE is likely to meet this requirement through the application of “full and open competition.” (See fn. 27)

²⁹ Whereas contract awards under sealed bidding are focused on selecting the lowest responsive responsible bid, NFEs under the competitive procurement method may prioritize non-price factors, such as technical capability or past performance, over price and therefore award a contract to a contractor whose proposal is more expensive but reflects a better overall value to the NFE (e.g. “best value” contracting).

- i. Did the NFE publicize the Requests For Proposals (RFPs) and identify all evaluation factors and their relative importance? ☐ **Yes** ☐ **No**
- ii. Did the NFE solicit proposals from an adequate number of qualified sources?³⁰
☐ **Yes** ☐ **No**
- iii. Did the NFE have a written method for conducting technical evaluations of the proposals received and for selecting recipients? ☐ **Yes** ☐ **No**
- iv. Did the NFE award the contract to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered?
☐ **Yes** ☐ **No**
- v. **[Note regarding architectural/engineering (A/E) professional services:**
The NFE may use competitive proposal procedures for qualifications-based procurement of A/E professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. **The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.]**
- vi. Noncompetitive proposals § 200.320(f)³¹ ☐ **Yes** ☐ **No**
- d. **[Note:** Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one (or an improperly limited number of) source(s)]
- e. Do one or more of the following circumstances apply? ☐ **Yes** ☐ **No**
 - 1. The item is available only from a single source ☐ **Yes** ☐ **No**
 - 2. The public exigency or emergency³² for the requirement will not permit a delay resulting from competitive solicitation
☐ **Yes** ☐ **No**
 - 3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity **Yes** ☐ **No**
 - 4. After solicitation of a number of sources, competition is determined inadequate.³³
☐ **Yes** ☐ **No**

³⁰ Unlike, for simplified purchase procedures, FEMA has not defined an “adequate number” of qualified sources under the competitive procurement method. While left undefined, a NFE is likely to meet this requirement through the application of “full and open competition.”

³¹ § 200.320(e) is reserved

³² For an explanation of what “emergency” and exigency” mean, see PDAT Field Manual, pg. 68.

³³ Before utilizing this exception, Applicants should review their solicitation and the publicizing of their solicitation to ensure that it was not inadvertently drafted in a manner to reduce or eliminate competition, which resulted in the receipt of one or no proposals. If this is found to be the case, the Applicant should revise the solicitation and re-publish the solicitation in order to resolve the competitive concerns.

7. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
- a. Has the NFE taken the following affirmative steps³⁴ to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible?³⁵ § 200.321
☐ **Yes** ☐ **No** ☐ **N/A (document)**
1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists? ☐ **Yes** ☐ **No** ☐ **N/A (document)**
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources? ☐ **Yes** ☐ **No** ☐ **N/A – no potential sources (document)**
 3. Dividing total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises?³⁶ ☐ **Yes** ☐ **No** ☐ **N/A – not economically feasible (document)**
 4. Establishing delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses, and women's business enterprises? ☐ **Yes** ☐ **No** ☐ **N/A – the requirement does not permit (document)**
 5. Using the services and assistance, *as appropriate*, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ☐ **Yes** ☐ **No** ☐ **N/A – not appropriate (document)**
 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above? ☐ **Yes** ☐ **No** ☐ **N/A – no subcontracts will be let (document)**
8. Contract cost and price³⁷
- a. *If the contract amount (including contract modifications) exceeds \$150,000*, did the NFE perform a cost or price analysis? § 200.323(a) ☐ **Yes** ☐ **No** ☐ **N/A**
1. Did the NFE negotiate profit as a separate element of the price for each contract in *which there is no price competition and in all cases where cost analysis is performed*? § 200.323(b)
☐ **Yes** ☐ **No** ☐ **N/A**

³⁴ The following affirmative steps are non-exclusive; while these steps must be taken, additional steps, as determined by the NFE, local, state, or tribal government regulations or procedures, may also be taken.

³⁵ Collectively referred to as “socioeconomic contractors” or “socioeconomic contracting,” this requirement does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms; this requirement only imposes an obligation to carry out and document the six identified affirmative steps. Failure to do so has been frequently identified as a justification to de-obligate funding by the Department of Homeland Security (DHS), Office of Inspector General (OIG).

³⁶ This is not the same as breaking a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds to utilize their streamlined acquisition procedures (e.g. “project splitting.”)

³⁷ See, Pricing Guide for Recipients and Subrecipients Under the Uniform Rules for guidance on cost or price analysis.

2. Is the contract a “cost plus a percentage of cost” or “percentage of construction cost” contract?³⁸[Note: This form of contract is prohibited under the Federal procurement standards and is ineligible for FEMA reimbursement] ☐ **Yes** ☐ **No**
9. Bonding requirements for construction or facility improvement contracts exceeding \$150,000
- a. **[Note:** For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (i.e., \$150,000), the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected.]
 1. If such a determination (see above) has not been made, does the procurement include the following? ☐ **Yes** ☐ **No** ☐ **N/A**
 2. A bid guarantee from each bidder equivalent to five percent of the bid price? ☐ **Yes** ☐ **No** ☐ **N/A**
 - i. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
 3. A performance bond on the part of the contractor for 100 percent of the contract price? ☐ **Yes** ☐ **No** ☐ **N/A**
 - i. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 4. A payment bond on the part of the contractor for 100 percent of the contract price. ☐ **Yes** ☐ **No** ☐ **N/A**
 - i. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

END OF CHECKLIST³⁹

** Note: This form is needed to satisfy 2 CFR pt. 200 requirements and must be completed after purchasing for goods or services.*

³⁸ This type of contract is separate and distinct from cost plus fixed fee, cost plus incentive fee, and cost plus award fee type contracts, which are permissible and used to incentivize contractors to perform to a higher standard of quality, lower cost, or faster performance. Cost plus percentage of cost contracts on the other hand provide none of these incentives; instead, there is a reverse incentive for the contractor to increase its costs as the higher its costs go, the more profit it earns, as its potential earnings are uncapped. The following characteristics are suggestive of a prohibited cost plus percentage of cost contract: (1) payment is on a predetermined percentage rate; (2) the predetermined percentage rate is applied to actual performance costs; (3) the contractor's entitlement is uncertain at the time of contracting; and (4) the contractor's entitlement increases commensurately with increased performance costs.

³⁹ All FEMA PDAT Reference Materials can be found at the following website: www.fema.gov/procurement-disaster-assistance-team

EXHIBIT 16: PURCHASE REQUISITION

TOWN OF SOUTHWEST RANCHES PURCHASE REQUISITION FORM



Today's date: _____ (Submittal date)

Is this a CIP _____ or Program Modification? _____ Page attached ☐

Procurement Documents

Request for Information (RFI)	Document where the buyer requests information related to product or service from various potential sellers. Often used in preparation or combination with a RFP, IFB, or RFQ.
Invitation for Bid (IFB)	Equivalent to a request for proposal however the seller with the lowest bid is usually awarded the contract provided they meet the criteria in the bid.
Request for Proposal (RFP)	Invitation for sellers to submit proposals on a specific product or service via a bidding process. Provides structure to the procurement decisions and allows the risks and benefits to be identified upfront. Process is lengthier than others.
Request for Quotation (RFQ)	Document used to request price quotes from perspective sellers for a product or service. Sometimes used in place of a RFP. Often include detailed specifications of the product or services to ensure all sellers are bidding on the same thing.

What type of purchase do you require? RFI___ IFB___ RFP_____ RFQ___

Anticipated project start date: _____

Anticipated project completion date: _____

SUBMITTAL OF PROPOSAL:

- How many copies do you require? _____
- Is the Pre-Proposal Conference Mandatory? YES / NO
- Do you have PLANS to be included in proposal? YES / NO / To be provided
- Do you have a grant checklist of clauses? YES / NO / To be provided
- Is the Bid Form attached? YES /NO / To be provided

PURPOSE OF PROJECT (example: Exterior painting of Town Hall)

SCOPE OF SERVICES: (example: all tools, labor and equipment to paint town hall)

DOES THIS PROJECT REQUIRE:

A bid bond (Amount or %) _____

A performance / payment bond (Amount or %) _____

Retainage amount? _____

Project Budget: _____ **Account Code:** _____

Project Term: _____ **Renewal Term:** _____

FUNDING:

Type of funding: ___ **FEDERAL** ___ **STATE** ___ **COUNTY** ___ **AGENCY/OTHER FUNDING?**

Grant details/requirements:

Reso# approving funding: _____ **Grant deadline date:** _____

Substantial Completion of Project shall be in _____ calendar days after notice to Proceed.

Final completion of project shall be in _____ calendar days after Substantial completion.

Liquidated Damages ? How much per day? _____

List special license / certification vendor must have?

Provide guidance to process of agency (FDOT, LAP,CDBG etc.) submittals:
(E.g., CBE before advertising, proposal before recommendation etc.)

List any specific insurance requirements or exclusions

LIST EVALUATION CRITERIA WITH POINTS TOTALING ONE HUNDRED (100).

Evaluation Criteria	Points
1. Price (Proposal Forms).	
2.	
3.	
4	
5.	
6.	
<i>TOTAL POINTS</i>	

DESCRIBE HOW EACH CRITERIA SHOULD BE EVALUATED:

Criteria 1: Price Procurement officer will provide formula to calculate price points.

Criteria 2: _____

Criteria 3:

Criteria 4:

Criteria 5:

Criteria 6:

List departments or personnel required to be represented on the selection committee:

Suggested Vendors to include (you may also attach an excel file):

Company Name	Email address

LIST ANY OTHER RELEVANT INFORMATION:

DEPARTMENT HEAD SIGNATURE

SUBMITTAL DATE

TOWN FINANCIAL ADMINISTRATOR SIGNATURE

SUBMITTAL DATE

Procurement Legal calendar dates for your reference:

1. Pre-Proposal Conference - **9 days** after availability on website
2. Deadline for Submission of Written Comments/Questions - **2 weeks** after availability on website
3. Response to Written Comments/Questions - **1 week** after deadline for submittal of written questions
4. Deadline for Submission of Proposals - **30 days** after availability on website
5. Public Opening - same date as proposal submittal

6. Evaluation Committee Meeting - **2 week** after proposal submittal
7. Recommendation of Award Date - **6 business days** after notice of intent to award

EXHIBIT 17: EMERGENCY/ EXIGENT PURCHASE



FEMA

EMERGENCY APPROVAL FOR
PURCHASES
& SERVICES

DEPARTMENT: DATE:

ITEM NEEDED:

REASON FOR NEED:

COMPANY USED:

REASON FOR SELECTION OF THIS VENDOR:

ESTIMATED COST:

COMPLETED CHECKLIST AND ATTACHED: YES / NO

DEPARTMENT DIRECTOR _____	_____ (Print Name AND Signature)
_____ PROCUREMENT Officer	
APPROVED _____ DISSAPROVED _____	_____ TOWN ADMINISTRATOR

This form is to be used only for emergency purchases and services needed immediately. Reason for immediate need must be documented. Emergency/Exigent purchases are generally needed when the health, safety or welfare of the citizens is in jeopardy. If emergencies arise during hours in which Town Hall is closed and purchases or services must be acquired, this form must be filled out and turned in for approval on the next day that is available. Department Head will be held responsible for such purchases.

Current as of 9/29/2017

FREQUENTLY ASKED QUESTIONS: SOLE SOURCING IN EXIGENCY OR EMERGENCY CIRCUMSTANCES

What is the exigency or emergency exception?

The Federal procurement standards allow procurement by noncompetitive proposals (commonly known as sole sourcing) under certain circumstances, including when a local or tribal government or private non-profit (non-State applicant) determines that the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. FEMA defines an “*emergency*” as an unexpected and unusually dangerous situation that calls for immediate action or an urgent need for assistance or relief. FEMA defines an “*exigency*” as something that is necessary in a particular situation that requires or demands immediate aid or action. An emergency will typically involve a threat to life, public health or safety, improved property, and/or some other form of dangerous situation, whereas an exigency is not necessarily so limited.

When can I use the exigency or emergency exception?

Use of the public exigency or emergency exception *is only permissible during the actual exigent or emergency circumstances*. Once the exigent or emergency circumstances cease to exist, the local or tribal government or private non-profit is expected to transition to a more appropriate method of contracting using full and open competition.

How should I document this in my contract file?

In order to justify using the emergency or exigency exception, the non-State applicant must include a justification in its contract file. Attachment A provides a template for justification for a noncompetitive procurement. For a debris removal requirement, the non-State applicant could alternatively obtain and provide documentation from its public health authority explaining any public health threat posed by debris from the disaster, the location of such threat, and include the anticipated duration of such threat.

Do any of the Federal procurement standards still apply if I am sole sourcing my contract under emergency or exigent circumstances?

Yes, for non-State applicants (local or tribal governments or private non-profits), you still must comply with the following requirements:

1. Your contract must include the required contract clauses (2 C.F.R. § 200.326 & Appendix II);
2. Your contract must include the Federal bonding requirements, if the contract is for construction or facility improvement (2 C.F.R. § 200.325);
3. You must award to a responsible contractor (2 C.F.R. § 200.318(h));
4. You must complete a cost or price analysis to determine that the cost or price of the contract is fair and reasonable (2 C.F.R. § 200.323(a) and (b));
5. You may not use cost-plus-percentage-of-cost contracting (2 C.F.R. § 200.323(d)).

What if I want to use a pre-awarded or pre-existing contract in an exigency or emergency that may not comply with the Federal procurement standards?

If your pre-awarded or pre-existing contract is not in compliance with the Federal procurement standards (e.g. you did not fully and openly compete the requirement or follow the six affirmative socioeconomic contracting steps), you may likely still use your contract for the duration of the exigency or emergency. FEMA recommends that you review the list above and assess whether you can modify your pre-awarded or pre-

existing contract or add additional documentation to your contract file to address the pre-awarded or pre-existing contract's non-compliance issues.

Justification for Noncompetitive Procurement

1. Insert a brief description of the product or service you are procuring, including the expected amount of the procurement.	
2. Identify which of the four circumstances listed in 2 C.F.R. § 200.320(f) you are relying on for your noncompetitive procurement. Only if amount > \$3000	
3. Explain why it is necessary to contract noncompetitively. A justification based on public exigency or emergency should explain the nature of the public exigency or emergency, including why procurement other than through noncompetitive proposals would cause unacceptable delay in addressing the public exigency or emergency. (Failure to plan does not justify noncompetitive procurement based on public exigency or emergency.)	
4. State how long you will need to use the noncompetitive procurement, and the impact it will have on your community if you are not able use the noncompetitive procurement for that amount of time (e.g., how long do you anticipate the exigency or emergency will continue; how long will it take to identify your requirements and award a competed procurement; or how long would it take another contractor to reach the same level of competence).	
5. Describe the results of any market survey or research conducted to help you determine whether you could have used full and open competition consistent with applicable law (or, if you did not conduct a market survey or research, explain why not).	
6. Describe the results of any conflicts of interest and organizational conflict of interest reviews you conducted (or, if you did not complete a conflict of interest and organizational conflict of interest review, explain why not).	
7. Include any other points you think are necessary for the justification.	

EXHIBIT 18: E-VERIFY



TOWN OF SOUTHWEST RANCHES

E-VERIFY

Quote / Bid No & Title: __

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a. all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and
- b. all persons (including subcontractors/subvendors) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie; and
- c. will provide copy of E-Verify Memorandum of Understanding (MOU)

Company/Firm: __

Authorized Signature: ____

Print Name: _____

Title: _____

Date: _____

ATTACH COPY OF REGISTRATION



Town of Southwest Ranches

13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0018 Town Hall
(954) 434-1490 Fax

Town Council

Steve Breikreuz, Mayor
Gary Jablonski, Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
David S. Kuczenski, Council Member

Andy Berns, Town Administrator
Russell Muhliz, Asst. Town Admin./ Town Clerk
Keith M. Pollakoff, Town Attorney
Martin D. Sherwood, Town Financial Administrator

MEMO

TO: Mayor, Vice Mayor, Town Council, All Departments
FROM: Andy Berns, Town Administrator
DATE: November 1, 2021
RE: Procurement's Cone of Silence

A "Cone of Silence" has been imposed for the following Requests for Proposals (RFP):

- RLI 22-005, Drafting of Solid Waste, Recyclables and Bulk Waste Collection and Disposal, advertised November 15, 2021.

The Town of Southwest Ranches, Ordinance No. 2011-015 "Cone of Silence" reads as follows:

COME OF SILENCE

a) Defined.

"Cone of silence", as used herein, means a prohibition on any communication regarding a particular request for proposal ("RFP"), request for letters of interest ("RLI") or Invitation for Bid ("IFB"), between:

1. A potential vendor, service provider, proposer, bidder, lobbyist, or consultant; and
2. The Town Council Members, Town's professional staff including, but not limited to, the Town Administrator and his or her staff, or any member of the Town's selection or evaluation committee.

b) Restriction: notice.

A cone of silence shall be imposed upon each IFB, RFP and RLI, from the time of the advertisement. At the time of imposition of the cone of silence, the Town Administrator shall provide for public notice of the cone of silence by posting a notice at the Town Hall. The Town Administrator shall issue a written notice thereof to the affected departments; file a copy of such notice with the Town Clerk, with a copy thereof to each Town Council member, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this subsection.

c) Termination of cone of silence.

The cone of silence shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written the Town, and in the Town's sole discretion.

EXHIBIT 19: CONE OF SILENCE

recommendation to the Town Council. However, if the Town Council refers the solicitation back to the Administrator, staff or committee for further review, the cone of silence shall be re-imposed until such time as the Administrator makes a subsequent written recommendation and commencement of the Council meeting. The cone of silence shall also terminate in the event that the Town Administrator cancels the solicitation.

d) Exceptions to applicability.

The provisions of this section shall not apply to:

1. Oral communications at pre-bid conferences;
2. Oral presentations before selection or evaluation committees;
3. Public presentations or comments made to the Town Council when the solicitation is on a duly noticed agenda;
4. Communications in writing with the Town employee designated by the solicitation. The bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
5. Communications regarding a particular RFP, RLI or IFB between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Town employee designated responsible for administering the procurement process for such RFP, RLI or IFB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
6. Communications with the Town Attorney and his or her staff;
7. Duly noticed site visits to determine the competency of bidders or proposers regarding a particular solicitation during the time period between the opening of bids or proposals and the time the Town Administrator makes his or her written recommendation;
8. Any emergency procurement of goods or services pursuant to Town Code;
9. Responses to the Town's request for clarification or additional information;
10. Contract negotiations during any duly noticed public meeting;
11. Communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Administrator and his or her staff are in writing or are made at a duly noticed public meeting.

e) Penalties.

Prior to an award, violation of this section shall result in the disqualification of the bidder or proposer from further consideration. Discovery of a violation after an award by a particular bidder or proposer shall render any RFP award, RLI award or bid award to said bidder or proposer voidable by

EXHIBIT 20: RFQ QUOTE FORM



Date: _____

REQUEST FOR QUOTATIONS

QUO No.: Year-number

ALL INTERESTED PARTIES:

The Town is seeking quotes from qualified and experienced firms for all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary and reasonably inferable from the Contract Documents for proper completion of the project consisting of on-site preparation, pressure cleaning, patching, caulking, scraping, sanding, priming, intermediate and finish coat painting of exterior surfaces. All repair work shall be permanent.

The Substantial Completion of the Project shall occur no later than **time (00) calendar days** from date of issuance of the Notice to Proceed, and Final Completion shall occur no later than **time(00) calendar days** from date of issuance of the Notice to Proceed.

Attached is the SCOPE of Work & detailed specification sheets.

Quotes may be submitted to Title by US Mail, at 13400 Griffin Road, Southwest Ranches, FL 33330, Fax at 954-434-1490 or Email [DEPARTMENT HEAD](#) until time and date, for:

“PROJECT DESCRIPTION”

LOCATED AT “_____”

RFQ No.: _____

Please include.

Each submittal shall include:

- Copies of all required licenses
- Current W9 form utilizing IRS form: October 2018.
- E-Verify Memorandum of Understanding (www.E-Verify.gov/employers)
- Two (2) references, letter of recommendation preferred.
- The Quote shall include Broward County Local Business Tax Receipt if the quote value is greater than or equal to \$10,000.
- The Quote shall include certificate(s) of insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida.

- **INSURANCE**

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and **must list the Town as an Additional insured of this coverage**. The Seller must have worker's compensation coverage as required by law, and if applicable, provide a copy of state workers compensation exemption. Any exception to the above stated limits or other requirements must be endorsed and approved by the Town of Southwest Ranches' Town Administrator.

- The completed attached form.

SCOPE OF WORK

PRODUCT/MANUFACTURE

GENERAL SPECIFICATIONS

All work shall be completed during normal business hours, which are Monday-Friday 7:30 AM - 5:00 PM, unless otherwise approved by Town's designee.

GARBAGE COLLECTION

Debris shall not be permitted to accumulate on site. Debris may be hauled away by Contractor and disposed of legally or placed in a Waste Pro dumpster provided by the Town's solid waste hauler, Waste Pro.

CONTRACTOR'S RESPONSIBILITY

The Contractor shall furnish all supervision, labor, equipment, materials, paint, tools, machinery, transportation and other facilities and services necessary to fully complete the project.

The Contractor is responsible to supply portable toilets and clean them on a weekly basis.

The Contractor shall be responsible for the protection of the Town's property, such as screens, window, foliage, walkways, Equipment/tools, vehicles, etc. from paint and/or damage. If such damage occurs the Contractor shall be solely responsible for the restoration of such damages within 5 days of the notification.

The Contractor shall provide a work plan and schedule.

The Contractor shall have storage pod on the jobsite for securing and storing tools and materials. Both buildings will remain open during this project. Contractor will need to secure their areas to ensure safety and provide access to the building at all times.

The contractor shall work with the Town's representative to arrange for all vehicles to be removed from the work area and adjacent to the work area to safeguard against possible damage.

The Contractor shall be responsible to cordon off and erect warning signs in areas where over-spray, dripping, or any chance of damage or injury could occur.

The Contractor shall be responsible to ensure their staff follows all related safety and applicable OSHA regulations.

The Contractor will ensure that all work is performed in a professional manner by skilled trade workers.

The Contractor shall maintain a full work force from the start to completion of the project, providing a qualified foreman/supervisor who is fluent in English and is on the job site at all times.

The Contractor shall ensure that all such trade workers are fully and properly clothed including personal protective equipment, and identifiable uniforms while working on the premises or entering any part of the work area.

The Contractor shall ensure that all equipment/tools and materials are secured at the end of each workday and that the job site is left clean and orderly. Contractor shall be responsible for securing the project confines at all times. When Hi-lift equipment is not in operation, it must be removed and secured away from foot traffic. In addition, The Contractor will be responsible for the prompt removal of all project debris within two calendar days after the completion of the project. All tools, equipment, and machinery must be removed within two calendar days of final project completion. Contractor must provide a mobile storage unit, ensure its security and provide insurance liability for same.

The Contractor shall ensure that the deliveries of all necessary materials are received in unopened containers with the original labels and batch numbers clearly visible with a copy of the label information per product provided to the Town for their records. All materials shall be used in strict adherence to the manufacturers written instructions, specifications and recommendations. Responsibility to ensure that all primers, caulking, patching, undercoats and finish coats are mutually compatible, as applicable, and compatible with the surfaces to be painted.

The Contractor shall ensure that all work will be done during daylight hours and may include weekends and holidays. Forty-eight hours' notice is required for weekend scheduling and must be mutually agreed upon with the Town Representative.

TOWN RESPONSIBILITIES

The Town shall provide water, electric, and space for storage pod necessary for the contractor to properly complete all tasks involved.

The Town will perform any trimming or pruning of foliage necessary to provide 18 inches of clearance to assist in preventing problems with the requirements of the coating work. Upon request from the Contractor, the Town will remove any objects within 18 inches of the building that are not included in the scope of work. If such items are not removed, the Contractor shall exercise due diligence to protect any such items but will not be responsible for any damages.

The Town will coordinate building access with the Contractor and the facility occupant.

MATERIALS

Contractor shall dispose of all materials properly and in compliance with regulations.

SAFETY

All pertinent safety regulations shall be adhered to rigidly. In addition, all safety noted on the manufacturer's Product Data Sheets and labels shall be observed.

Contractor shall provide all safety equipment required to perform the project.

The Town will make a final decision deemed to be in the best interests of the Town and anticipates the use of a purchase order or written agreement to confirm the terms of the services, as may be acceptable to the Town. Pursuant to the Town's Procurement Code, this RFQ shall not be deemed a competitive procurement, and there shall be no rights of protest associated with decisions which may be made by the Town.

The Town of Southwest Ranches reserves the right to reject any or all quotes, to waive any informality, non-material irregularity or technicality.

All Quotes or questions concerning this RFQ may be submitted by US Mail, Fax or Emailed to:

Town of Southwest Ranches

Attention: _____

13400 Griffin Road

Southwest Ranches, Florida 33330

Phone: 954-434-0008

Fax: 954-434-1490

Email: _____

RESPONSE TO REQUEST FOR QUOTATIONS
RFQ NO.: Year & number

COMPANY NAME: _____

OWNER/CONTACT NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

SIGNATURE: _____

Estimated Time to Complete Job:	
Earliest start date:	
TOTAL QUOTE	\$

Detailed Quote as per specifications attached: YES / NO

NOTE: Additional submission requirements can be found on page ____

EXHIBIT 21: CONFLICT OF INTEREST FORM

EVALUATION COMMITTEE MEMBER CONFLICT OF INTEREST AGREEMENT

XXX YR-999 - Formal Competitive Procurement Name

Your willingness to participate as **an XXX** evaluator is an integral part of the procurement process.

Your designation as an XXX evaluator for the Town of Southwest Ranches, and as a public servant thereby, requires that you fully understand the policies regarding potential conflicts of interest and the confidential nature of the proposals and all that is contained therein.

Confidentiality. The competitive procurement process and the obligations imposed by Florida law require the Procurement Division to ensure that the competitive process operates in a fair and equitable manner. As an RFP evaluator, you have access to information not generally available to the public and are charged with special professional and ethical responsibilities. You may have access to information about bidders that is to be used only during the evaluation process, and for discussion only with fellow evaluators and appropriate department personnel. You shall not discuss the evaluation, scoring, or status of any proposal or any action effecting any proposal with any person, firm, corporation, or other outside business entity at any time prior to, during, or after the procurement process. You shall not use such information obtained as an RFP evaluator for any personal benefit, pecuniary or otherwise, nor copy and/or disseminate any portion of any proposal at any time prior to, during, or after the procurement process.

Confidentiality of Evaluators. During the evaluation process, Town of Southwest Ranches makes every effort to keep the identity of evaluators confidential and will maintain that confidentiality to the fullest extent provided by law. As an evaluator, you shall not discuss or reveal the names of evaluators with or to bidders or other individuals.

Conflict of Interest and Ethical Considerations. A conflict of interest or the appearance of a conflict of interest may occur if you are directly or indirectly involved with an organization that has submitted a proposal for evaluation. Prior to reviewing any proposals, you must inform Procurement of any potential conflicts of interest or the appearance thereof. If you become aware of any potential conflict of interest as you review a proposal, you must immediately notify the evaluation committee chair or the Administrator from Procurement. You may be disqualified as an XXX evaluator if you conduct yourself in a way that could create the appearance of bias or unfair advantage with or on behalf of any competitive bidder, potential bidder, agent, subcontractor, or other business entity, whether through

direct association with contractor representatives, indirect associations, through recreational activities or otherwise. Examples of potentially biasing affiliations or relationships are listed below:

Your solicitation, acceptance, or agreement to accept from anyone any benefit, pecuniary or otherwise, as consideration for your decision or recommendation as it pertains to your evaluation of any proposal.

Your affiliation with a bidding company or institution. For example, a conflict may exist when you:

are employed by or are being considered for employment with the company or institution submitting any bid or hold a consulting, advisory, or other similar position with said company or institution;
hold any current membership on a committee, board, or similar position with the company or institution;
hold ownership of the company or institution, securities, or other evidences of debt; (d) are currently a student or employee in the department or school submitting a proposal, such as the case.

Your relationship with someone who has a personal interest in the proposal. This includes any affiliation or relationship by marriage or through family membership, any business or professional partnership, close personal friendship, or any other relationship that you think might tend to affect your objectivity or judgment or may give an appearance of impropriety to someone viewing it from the outside the relationship.

I have read this document and understand my obligations as explained herein. I further understand that I must advise the Procurement Officer if a conflict currently exists or arises during my term of service as an XXX evaluator. I further understand that I must sign and deliver this statement to the Procurement Officer prior to participating in the evaluation process.

Date: _____

Name: _____

Signature: _____