



PURCHASING POLICY MANUAL

FINANCE DEPARTMENT

October 5, 2021

RESOLUTION 2021 - 107

510 N. BAKER ST.
MOUNT DORA, FLORIDA 32757
VOICE: 352.735.7100
FAX: 352.735.4789

PURCHASING POLICY

PURPOSE

The purpose of the City of Mount Dora Purchasing Policy is to simplify, clarify, centralize, and modernize the policies governing Purchasing by the City. It also permits the continued development of comprehensive Purchasing Policies and applicable procedure documents that provide for increased public transparency in public Purchasing. Ensuring the fair and equitable treatment of all persons who do business with the City provides safeguards for maintaining a quality Purchasing process. Promoting effective, broad-based competition ensures the City obtains the quality Goods, Services, and Construction as required by the City to better serve its citizens in a cost-effective and timely manner.

1.1 PURCHASING POWERS

The City Manager is given the power, duty, authority, and responsibility to coordinate the purchase or contract of all commodities, equipment, and services on behalf of the City of Mount Dora. The City Manager shall also coordinate and exercise control over the acquisition of commodities, equipment and services, selection of bidders, and awarding of purchase orders and contracts to vendors.

Specifically, the City Manager shall:

- (a) Designate the Finance Director as the interpreter of this Policy to develop all applicable procedures to support this policy and to handle the procurement responsibilities of the City of Mount Dora as deemed appropriate.
- (b) Require using Departments to file with the Finance Department, detailed requisitions or estimates of departmental requirements in supplies and services in such manner, at such time, and for such future period as the Finance Department shall prescribe.

2-1 PURCHASING AUTHORIZATIONS

All requisitions shall be authorized by the Department Director or designated authority. Requisitions should originate in the Department at the level where the purchase is to be used and routed to the designated approval authority prior to being sent to Finance Department. Requisitions not properly authorized will not be accepted by the on-line system.

2.1-1 ROUTING:

1. For all purchases less than \$75,000.00, the requisitioning Department will enter the requisition into the on-line system for issuance of a purchase order. The Department will obtain quotes as follows:
 - a. Quotes not required under \$5,000
 - i. Estimates are encouraged
 - ii. Preference should be given to local suppliers when possible.
 - b. Three written quotes \$5,000 - \$74,999

2. For all purchases \$75,000 or greater, the requisitioning Department will request a formal solicitation to be issued by the Finance Department
3. If the requisition is incomplete or not properly prepared, the Finance Department will notify the originating department.
4. For all purchases of capital goods or services over \$5,000 must be initiated through the City's financial system.

2.1-2 REVIEW OF SPECIFICATIONS-OTHER DEPARTMENTAL APPROVALS REQUIRED.

Prior to issuance formal solicitation or the processing of a requisition with specifications included, review of the items to be purchased and the specifications for certain commodities and services must be made by other departments/divisions within the City to assure open competitive bidding, compatibility, standardization, and up-to-date specifications.

The following are mandated authorizations prior to a formal solicitation being issued:

- A. Department Director
- B. Finance Director
- C. City Manager
- D. Purchasing Manager

3.1 GENERAL PROVISIONS

3.1-1 EXCLUSIONS / NON-COMPETITIVE NEGOTIATION

- A. Expenditures of Federal or State assistance funds and Grants, will be conducted in accordance with the applicable mandatory laws and regulations, which may not be reflected in this Purchasing Policy or may be inconsistent with any provision of this Purchasing Policy.
- B. The following are exempt from the Competitive Solicitation provisions of this Purchasing Policy, but do not preclude the City from issuing a competitive solicitation for such selection if deemed appropriate in the sole discretion of the City:
 - a. Artistic Services.
 - b. Advertisements.
 - c. Auditing Services.
 - d. Commodities or Services provided or awarded by other governmental agencies including, but not limited to: federal, states, counties, cities, school districts, community colleges, and state university systems.
 - e. Communications.
 - f. Continuing education events or programs that are offered to the general public and for which fees have been collected that pay all expenses associated with the event or program.
 - g. Dues, memberships, and subscriptions.
 - h. Emergency Purchases.
 - i. Employment Services

- j. Financial services.
- k. Goods and/or Services given to or accepted by the City via Grant, gift or bequest.
- l. GSA Contracted vendors – purchases made directly from vendors awarded a GSA Schedule Contract at prices equal to the vendor’s current GSA price.
- m. Intergovernmental (Cooperative & Piggyback) Pricing Agreements.
- n. Medical or health Services
- o. Insurance.
- p. IT Software and Related/Associated Hardware.
- q. Legal Services: Includes attorneys, paralegals, expert witnesses, interpreters, translation services, mediators, and court reporters.
- r. Material from publishers and copyright holders.
- s. Public Notices.
- t. Real Property - Acquisition of Real Property Interests.
- u. Services or commodities exempted by Florida Statutes.
- v. Services or commodities provided by Non-Profit organizations.
- w. Services or commodities which are Direct Payments as listed in this Purchasing Policy.
- x. Sole / Single Source Goods or Services.
- y. Software license renewal and maintenance.
- z. Sponsorships.
- aa. Standardized equipment annual maintenance repairs and support costs.
- bb. Used or pre-owned equipment and vehicles.
- cc. Utilities.
- dd. Workshop and seminar registration, attendance, training, strategic planning and/or costs of job-related travel.

3.1-2 WAIVER OF REQUIREMENTS

The City of Mount Dora may, when deemed to be in the best interest of the City and not inconsistent with law, waive any or all requirements or provisions set forth in this Purchasing Policy and proceed thereafter to take whatever action is deemed necessary and prudent.

3.1-3 CHANGES IN LAWS AND REGULATIONS

In the event an applicable state or federal law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with this Purchasing Policy, automatically supersede this Purchasing Policy.

3.1-4 CONFIDENTIAL INFORMATION

Confidential information shall be administered in accordance with the Public Records Act, Chapter 119, Florida Statutes. So long as the appropriate notice and identification of the protected information is provided by a Bidder or Respondent, the protected information shall not be disclosed by the City outside of the Finance Department and/or other appropriate City staff members, as necessary for purposes of processing the solicitation through award. All other information submitted by a Bidder or Respondent shall be subject to public records right of access requirements as stated in Chapter 119, Florida Statutes.

3.2 AUTHORITY

3.2-1 CITY OF MOUNT DORA CITY COUNCIL

The City Council has the right to award all Commodities, Services, Construction, Agreements and/or Contracts. Except for emergency purchases, all Commodities, Services, Agreements and/or Contract awards exceeding seventy-five thousand dollars (\$75,000) and/or multi-year initial contract term, shall be approved by the City Council prior to execution, unless otherwise provided by City Council action.

3.2-2 CITY MANAGER

The City Manager or designee shall have the authority to award and execute purchases of goods and services not to exceed \$50,000 including task authorizations, change orders and amendments. All purchases of goods and services, in excess of \$50,000, and amendments which cause an increase in excess of \$50,000, shall be awarded by the City Council, except as otherwise provided within this section.

The City Manager or designee shall have the authority to approve and execute all change orders and amendments and to approve price escalation/de-escalation changes, according to the terms of the particular contract provided that an escalation change does not exceed 10% of the total price, including all change orders, not to exceed \$50,000 in total cumulative changes based on the original contract/purchase order amount. Any amendments to contracts which cause an increase in excess of \$50,000, must be approved by City Council.

3.2-3 CITY ATTORNEY

The City Attorney serves as legal counsel and represents the Council and City departments, including Purchasing.

All Contracts, Agreements and/or Amendments, of any type or kind regardless of name, which are meant to bind the City in any manner, shall be reviewed by the City Attorney for legal sufficiency.

3.2-4 FINANCE DIRECTOR

The Finance Director shall:

- A. Supervise the Purchasing of all Goods, Services and Construction required by the City.
- B. Execute, and issue, by mail, email or fax, all regular and electronic Purchase Orders, for Goods, Services and Construction, including Owner Direct Purchases, that are associated with Agreements, Contracts, Task Orders, Amendments, and/or Change Orders approved and/or executed by the City Council or the City Manager or Designee(s).
- C. Manage the City's Purchasing Card (P-Card) Program.
- D. Assist the City Manager in the development, implementation and administration of Purchasing Procedures and processes in the best interest of the City and in accordance with this Purchasing Policy, Florida law, best practices and any other applicable laws, rules and/or regulations.

- E. Choose the most advantageous method of payment for all invoices received by the City.
- F. The Finance Director shall be the interpreter of this Policy.

3.2-5 FINANCE DEPARTMENT DUTIES

The Finance Department shall:

- (a) Procure for the City the highest necessary quality in materials and services, at the least expense to the City, pursuant to all applicable laws, policies and procedures.
- (b) Advise and assist the Finance Director in the formulation of policies and procedures in connection with the procurement activities of the City.
- (c) Be the final review of the specifications for correctness, competitiveness and suitability for the purchase of Goods, Services and Construction and in the solicitation process.
- (d) Be a member (non-voting) on the Selection Committees for professional and consulting services to guide the Committees in the prescribed process.
- (e) Maintain and retain the records of his/her office in compliance with the Florida's public records and retention laws.
- (f) Be familiar with other Florida governmental entity contracts for commodities and services, which are available for use by the City.
- (g) Be familiar with all applicable City of Mount Dora Purchasing Policies as well as applicable rules, laws, policies and/or procedures of any governmental entities having jurisdiction over the City of Mount Dora.
- (h) Write, oversee, review, revise and distribute this Policy and all applicable procedural documents.
- (i) Review spend patterns annually to determine if purchases are within the requirements of this Policy.
- (j) To the extent there is not a definition for a specific term listed in this Policy, the standard dictionary definition shall apply.

3.3 ETHICS IN PUBLIC CONTRACTING

3.3-1 STANDARDS OF CONDUCT

Public employment is a public trust. Public employees must discharge their duties impartially so as to assure fair competitive access to governmental Purchasing by responsible Contractors. Employees should conduct themselves in such a manner as to foster public confidence in the integrity of the City's Purchasing process. Failure of a City employee to adhere to this Purchasing Policy or the Purchasing procedures as established by the City Manager shall constitute insubordination and shall subject that

employee to disciplinary action, up to and including termination, pursuant to the Personnel Policies and Procedures, of the Administrative Policies.

3.3-2 CONFLICT OF INTEREST

For all Purchases, the City and its officers, employees, Contractors, Vendors, and the likes, shall follow standards of conduct and ethics as regulated by the Florida Statutes, Chapter 112.

3.3-3 LOBBYING

- A. The Lobbying Cone of Silence Period commences upon the issuance of the Solicitation document.
- B. The Lobbying Cone of Silence Period for awards requiring Council approval concludes at the beginning of the meeting at which the Council will be presented the award of approval or a request to provide authorization to negotiate a Contract; however, if the item is referred back to the City Manager for further review or the City Council does not otherwise take action on the item, the Lobbying Cone of Silence Period will be reinstated until such time as the City Council meets to consider the item for final award or authority to negotiate.
- C. The Lobbying Cone of Silence Period for awards requiring City Manager approval concludes upon issuance of a notice of intent to award.
- D. During the Lobbying Cone of Silence, all questions and inquiries concerning procedural matters shall be directed to the Finance Department.
- F. Except in response to communications initiated by authorized City representatives, prohibited contact or communications by Bidders, Responders, their representatives, or the like, during the Lobbying Cone of Silence, may result in disqualification from the Solicitation process in the sole discretion of the City.

3.3-4 PROHIBITION AGAINST CONTINGENT FEES

Contractors and Vendors wanting to do business with the City must not hire a Person to solicit or secure a Contract for a commission, percentage, brokerage, or contingent fee. Any such Contractor, Vendor or the like, found to be in violation of this provision may be disqualified for the Solicitation process and possibly from future processes in the sole discretion of the City.

3.3-5 SPECIFICATION PREPARATION

No Person preparing Solicitation Specifications on behalf of the City, including, but not limited to, architects, engineers, designers, and Consultants for public Contracts, or Subcontractors shall be able to respond to the Solicitation or receive any direct or indirect benefit from the utilization of such Specifications with the exception of contracted Design/Builds firms.

3.3-6 UNAUTHORIZED PURCHASES

- A. No unauthorized purchases shall be allowed.

- B. No City employee shall make any Purchasing in the name of the City for personal use.
- C. No City employee shall obligate the funds of the City, except in the case of emergency Purchases, authorized Purchasing card (P-Card) transactions, and/or Direct Payment requests unless handled through the Finance Department procedures and unless duly authorized by the City Council, the City Manager or the Finance Director, as applicable.
- D. Every Purchase Requisition or Contract shall be properly financed and budgeted prior to the issuance of a Purchase Order by the Finance Department. The City Council may provide exceptions to this requirement.
- E. Dividing or breaking up purchases into two (2) or more small purchases to avoid or to circumvent required competition, purchasing authority limitations or an approval process is expressly prohibited.

3.4 PURCHASING ADMINISTRATION

Finance Department shall serve as the central Purchasing Office of the City. The City Manager or Designee thereof may approve operational structural changes as deemed necessary and appropriate from time to time without invalidating the effect of this Purchasing Policy.

3.4-1 PURCHASING METHODS AND SOLICITATION

All Contracts shall be awarded by one of the approved methods of source selection as specified in this Purchasing Policy or in the Florida Statutes. The Finance Department has the authority to determine Source Selection methods.

- A. Purchasing of Construction Services - The Finance Director or designee, shall have the discretion to select the appropriate delivery method for a Construction project. In determining which method to use, consideration shall be given to the City's requirements and resources. Contracts for Construction Services shall be procured in accordance with this Purchasing Policy, Florida Statutes and/or applicable funding requirements and pursuant to any applicable City Procedures established by the City Manager, or Designee.
- B. Public Notice - Public Notice of each formal Solicitation shall be advertised as required and posted electronically. The notice shall state the date, place, and time that Bids, Proposals or Solicitation responses must be received.
- C. Pre-Qualification - A pre-qualification process may be conducted by the Finance Department prior to the issuance of a Solicitation in order to establish a list of qualified Bidders or Respondents.
- D. Formal Solicitations – Unless exempt, all City purchases of Goods, Services and/or Construction, in amounts equal to or greater than the formal Solicitation Threshold shall be conducted using Formal Solicitation Procedures, both as established by the City Manager and in accordance with any applicable Florida Statutes. The procedures will identify different methods, under what conditions a specific method should be utilized and the process necessary to achieve a fair and equitable Solicitation. The City may require Responders to provide presentations to the Evaluation Committee, and/or City Council, during the selection process

as stated in the Solicitation document. All Respondents selected for presentation shall be accorded fair and equal treatment.

In order to be considered responsive, a Bid, Proposals or other Solicitation response must be received in the location stated in the Solicitation document, no later than the precise date and time set for the Opening of Bids or Proposals to be considered Responsive. A Bid, Proposal or other Solicitation response received after the time set for Opening is late and will not be considered for award. Those Bids, Proposals or other Solicitation responses received prior to the time set for Opening shall not be opened until the set Opening at which time all documents received shall be opened publicly and recorded by the City in the presence of one or more witnesses at the specific time and place designated in the Solicitation document or as soon as practical thereafter.

- E. Small Purchases - Small purchases for securing Goods and Services that do not exceed the Formal Solicitation Threshold are conducted using informal procedures as established by the City Manager.
- F. Intergovernmental Purchasing/Piggybacks – Except as prohibited by Florida law, the City may participate in, sponsor, conduct or administer a Solicitation for the Purchase of any Goods, Services or Construction with one or more eligible governmental agencies, in accordance with an agreement and entered into between the participants. The City is authorized to enter into intergovernmental cooperative purchases, sometimes referred to as “piggybacking” in which the City will be extended the pricing and terms of a competitively solicited active Contract of another governmental entity. When in the best interest of the City, as determined by the City Attorney, a Cooperative Purchasing/Piggyback Agreement will be executed.
- G. Single/Sole Source Purchasing - A Contract may be awarded without competition when the Finance Director determines, in writing, after conducting a good faith review of available sources and reviewing all applicable documentation, that there is only one source for the required Goods, Services or Construction.

The following criteria must be met to satisfy the Single/Sole Source requirement:

1. It is the only item that will produce the desired results (or fulfill the specific need) ...or
2. The item is available from only one source of supply ... or
3. The item is available from more than one vendor but due to extreme circumstances, only one vendor is suited to provide the goods or services.
4. Preferred vendor/partner of an existing established vendor.
5. Sole/Single Source purchases are exempt from competitive requirements; however, all Sole/Single Source requisitions exceeding \$5,000 in value will be electronically advertised for a period of at least ten (10) business days. For those instances that services are needed involving multiple years, the total of all years must be combined to capture the project, as a whole, so the proper approvals may be obtained.

H. Standardization - Where standardization is determined to be desirable by the Finance Department, the purchase of Materials, Goods and equipment may be made through negotiation. Compatibility to existing equipment will be an acceptable justification for waiver of formal Solicitation requirements provided the item meets the other criteria within the definition of sole source item.

I. Emergency Purchasing - Notwithstanding any other provisions of this Purchasing Policy, the City Manager, or Designee, may make or authorize others to make Emergency Purchases of Goods, Services or Construction when there exists a threat to public health, welfare, or safety or if a situation exists which makes compliance with source selection methods contrary to the public interest. This stipulation is provided that such Emergency Purchases shall be made utilizing any existing contracts or whatever competition as is practicable under the circumstances.

A written determination of the basis for the emergency and for the selection of the particular Contractor, Vendor, or the like, shall be maintained by the Finance Department as a public record in the Purchasing file. Purchasing Services will include any Emergency Purchases in the monthly report to the City Council; however, failure to report any such Emergency Purchase shall not invalidate the Purchase provided this Policy and any applicable procedures are followed.

In the event an official state of emergency is declared by the City Council; the City Manager, or Designee, is expressly authorized to execute Contracts with the State of Florida, FEMA and/or other applicable emergency relief entities on behalf of the City in order to accomplish all necessary relief efforts, provided that the requirements of this section have been met.

J. Owner Direct Purchase Program - When a Construction project is proposed, the Finance Department, in conjunction with the department, will determine, prior to the Solicitation process, whether the Owner Direct Purchase Program will be utilized for a particular project. The City may, if not prohibited by law, exercise the right to purchase directly, various Materials, Goods, and/or equipment to be used in the Construction project pursuant to Florida law.

The Finance Director is authorized to execute Owner Direct Purchase Program Purchase Orders if the associated Contract approved by the City Council or City Manager includes clauses allowing the Owner Direct Purchase Program. Nothing herein shall prohibit the City from deleting items within the Solicitation and purchasing said items directly from a supplier, without further Bidding, in an effort to benefit from the City's tax-exempt status, in accordance with the proper authorization.

K. Purchasing Card (P-Card) Program - The City recognizes that certain Purchases are more efficiently processed through a P-Card program. The program shall include the establishment, communication and maintenance of procedures for the use and control of the utilization of a P-Card to purchase Goods and Services on behalf of the City. P-Cards may only be used for authorized purposes. The single transaction limit shall be established by the City Manager, or Designee. The P-Card controlled by the Finance Department for Accounts Payable shall be exempt from the single transaction limit.

- L. Direct Payments – Unless controlled by an applicable Agreement, Direct Payment requests may be permitted for the following Purchases:
1. Registration of professional associations for membership and certification reimbursement
 2. Tuition
 3. Utilities
 4. Governmental fees
 5. Insurance
 6. Postage
 7. Petty cash reimbursements
 8. Subscriptions
 9. Sponsorships
 10. Refunds
 11. Check Request/Reimbursement
 12. Legal Services
 13. Grant Disbursements for Tenants
 14. Software License/Maintenance fees
 15. Auditor Services

3.4-2 BID/PROPOSAL ACCEPTANCE AND EVALUATION

- A. Opening - Competitive Sealed Bids/Proposals received in the location stated in the Solicitation document and no later than the precise date and time set for the Opening shall be accepted without alteration or correction. The City reserves the right to accept any or all Bids/Proposals or to waive any formalities, technicalities or irregularities.
- B. Evaluation - Bids/Proposals shall be evaluated based on the requirements set forth in the Solicitation document. No criteria may be used in evaluation that is not set forth in the Solicitation document. With the exception of solicitations procured pursuant to Florida Statutes, Section 287.055, Evaluation of Bids shall include consideration of the total cost for each year of the Contract, including renewal years, as submitted by the Vendor.
- C. Rejection - The City reserves the right, in its sole discretion to reject any or all Bids/Proposals, including but not limited to the following:
1. Previously failed to perform properly, or to timely complete a Contract of a similar nature; or
 2. Failed to establish they are in a position to perform the Contract; and/or
 3. Habitually, and without just cause, neglected the payment of bills or otherwise disregarded its obligations to Subcontractors or employees.
- D. Correction or Withdrawal of Bids - After Bid Opening, no changes in Bid prices or other Bid provisions shall be permitted. In the event of mathematical mistakes in extended pricing, the unit price shall prevail. Mistakes discovered before Opening may be modified or withdrawn via written notice from the Bidder if received in the Finance Department prior to the time set for Bid Opening.

- E. Exceeding Allocated Funds - In some circumstances the lowest acceptable Bid for a project may exceed allocated/budgeted funds; however, the project scope, time or economic considerations precludes the re-Solicitation of work of a reduced scope. If such Bid does not exceed the allocation by more than ten percent (10%), the Finance Director and the end user Department are authorized, to negotiate an adjustment of the Bid price with the lowest Responsive and Responsible Bidder so long as the adjusted Bid price does not exceed allocated funds and the City Manager, or Designee, has approved such adjustment.
- F. Tie Bids - If there are two (2) or more Bid submittals that are identical in price and meet all the requirements and criteria set forth in the Solicitation, the award may be made by the Council or City Manager pursuant to the approval limitations as stated in this Purchasing Policy. In making the tie-breaker decision there are three considerations to be applied: Bidder has a Drug Free Workplace Policy in place; Bidder that has an existing Business Tax Receipt (BTR) to do business within the jurisdictional limits of the City of Mount Dora; Bidder has satisfactorily performed a prior contract with the City; and performance timing .

3.4-3 RESPONSIBILITY AND RESPONSIVENESS OF BIDDERS AND RESPONDERS

- A. Factors to be considered in determining if a Bidder is responsible include, but are not limited to, the following:
 1. The Bidder's financial condition, physical capacity, professional ability, personnel, or other resources, including the ability to furnish Subcontractors possessing the same qualifications as the Bidder;
 2. The Bidder's performance record;
 3. Whether the Bidder has successfully paid all fees, taxes, or assessments owed to the City;
 4. Whether the Bidder provided all required information concerning its responsibility;
 5. Ability to perform with integrity, reliability and in good faith.
- B. Determination of Non-Responsibility - If a Bidder or Responder is found to not have the experience, reputation and/or reliability necessary to assure performance of a Contract, such Bidder or Responder shall be deemed non-responsible and a written finding of non-responsibility, setting forth the basis of the finding, shall be prepared by the Finance Department. The written finding shall be maintained as part of the City's Purchasing file for the particular Solicitation for which the Bidder or Responder was deemed non-responsive.
- C. Right to Inspect - The City may inspect the plant or place of business of, or equipment to be utilized by a proposed Bidder or Responder or any Subcontractor of an awarded Contract or a Contract to be awarded by the City to assist in determining responsibility.
- D. Establishment of Specific Criteria - The Finance Department may establish specific criteria to determine the responsibility of a Bidder or Responder, relative to a particular Purchase, with said criteria set forth in the Solicitation.
- E. A responsive Bid, Proposal or other form of response is considered responsive if it conforms to all material aspects of the Solicitation as determined by the City.

- F. Electronic Signatures – The City will accept electronic signatures on documents submitted electronically.

3.4-4 BONDS AND SECURITY REQUIREMENTS

- A. Bid Security - The City may require the submission of a Bid bond or other form of security to guarantee full Bid compliance. When the Solicitation requires a Bid bond or security, failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive to the requirements of the Solicitation.
- B. Contract Payment and Performance Bonds - When a Contract is awarded the City may require the successful Bidder to supply a payment and performance bond. When a payment and performance bond is required, it shall be in the amount and type satisfactory to the City and executed by a surety company authorized to do business in State of Florida and that is acceptable to the City.

The bonds shall be recorded in the public records of Lake County, Florida, be held by the City Clerk, and shall become binding on the parties upon the execution of the Contract. Nothing in this section shall be construed to limit the authority of the City Council to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified in this Purchasing Policy, when in the best interest of the City.

3. 4-5 CANCELLATION OR REJECTION OF SOLICITATIONS

Solicitations may be cancelled, or any or all submittals in response to a Solicitation may be rejected by the City Manager or Designee, in whole or in part, without recourse, when it is in the best interest of the City. The City will provide said determination in writing, and identify the reason(s) that such action has been taken. Notice shall be electronically posted on the City’s bidding sites and sent to all known Solicitation document holders or Bidders/Responders.

3.5 PROTEST AND APPEALS

It is essential that Bidders, Vendors, Contractors and the citizens of the City of Mount Dora have confidence in the policies and procedures for soliciting and awarding Contracts. The City has adopted herein the policy for the protest of a Notice of Intent to Award.

3.5-1 NOTICE OF PROTEST

- A. Notice of Intent to Award - The Finance Department shall post a Notice of Intent to Award on the City website and electronically for a period of at least three (3) business days after the Notice is issued as well as send notice directly to all known Solicitation document holders or Bidders/Responders. The Notice of Intent to Award shall also be posted on the City Bid notification site(s). A Notice of Intent is not issued for certain qualification-based solicitations such as those procured pursuant to Florida Statutes, Section 287.055.
- B. Notice of Protest
 - 1. Notice of Award Protest - Any Bidder or Responder who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Finance Department, by no later than 5:00 pm on the third (3rd)

business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder or Responder who cannot show that it would be awarded the Contract if the protest is upheld.

2. Failure to file a Notice of Protest in a timely manner shall constitute a waiver of rights hereunder.
3. The Finance Director shall notify the City Manager of receipt of a Notice of Protest.
4. The Finance Department shall determine if the Notice of Protest was filed in a timely manner and if the protestor meets the criteria of this section. The protestor will be notified in writing whether or not the Notice of Protest meets the requirements of this Purchasing Policy.
5. The Finance Director, with the approval of the City Manager, may require the posting of a protest bond, made payable to the City of Mount Dora.

3.5-2 FORMAL WRITTEN PROTEST

A. After a Notice of Protest has been filed in a timely manner, a formal written protest must be filed within five (5) business days after the filing of the Notice of Protest. Failure to file a Formal Written Protest in a timely manner shall constitute a waiver of rights hereunder. The alleged basis for the protest shall be limited to the following:

1. The City failed to follow the procedures or requirements specified in the Solicitation document; and/or
2. City employees or Evaluation Committee member(s) engaged in misconduct or impropriety; and/or
3. The City made an identifiable mathematical or other error in evaluating proposals, resulting in the proposal receiving an incorrect score and not being selected for award; and/or
4. The City's designation of the protesting party as non-responsive was incorrect due to an issue of fact or law not apparent on the face of the Bid or proposal document.

B. Content of Protest - The formal written protest shall state all grounds claimed for the protest and include supporting documentation. Failure to do so shall be deemed a waiver of all protest rights. The protest shall include, at a minimum, the following information:

1. Names, addresses and telephone numbers of the parties protesting.
2. The Solicitation number and project title.
3. A concise statement of the facts and the basis for the protest.
4. Reference to the rules, regulations, ordinances, policies or other legal authority which has been violated or which entitles the protesting party to the relief requested.
5. Supporting evidence or documents to substantiate any arguments.
6. The form of relief requested.

3.5-3 STAY OF PURCHASING DURING THE PROTEST

The City Manager shall decide whether the final award and performance of the Contract should be stayed. If the Finance Director, with the approval of the City Manager, makes a written determination within five (5) days of the Filing of the Formal Written Protest that the protest is clearly without merit and/or that a delay in the performance of the Contract is detrimental to the best interest of the City, the Finance Department may proceed with final award and commencement of performance of the Contract.

3.5-4 REVIEW OF PROTEST AND DETERMINATION

The Finance Director shall consider the timeliness of the Formal Written Protest and notify the protestor of its timeliness within seven (7) Business Days following receipt of the Formal Written Protest. The Finance Director will make any pertinent inquiries, and shall have the opportunity to begin to resolve the protest by mutual agreement between the parties. The Finance Director shall confer with the City Attorney and City Manager or designee to review the basis for the protest and the results of the inquiries and, thereafter, shall concur on a determination. The Finance Department will send the protestor the final determination within five (5) Business Days of the same.

3.5-5 APPEALS

- A. If the protestor is not satisfied with the final determination, the protestor may appeal to the City Council by filing an appeal, which sets forth the facts upon which the appeal is based and includes any and all supporting documentation, with the Finance Department within five (5) Business Days of issuance of the final determination.
- B. The Finance Director shall provide copies of any such appeal to the City Manager and the City Attorney.
- C. The Finance Department shall prepare an agenda item for the City Council and schedule the appeal for hearing within thirty (30) days of receipt of the appeal or as soon as practicable.
- D. Failure to file an appeal in a timely manner shall constitute a waiver of rights hereunder.
- E. The decision of the City Council shall be final and conclusive.

3.5-6 STAY OF PURCHASING DURING APPEAL

If an appeal is filed and performance of the Contract was previously stayed by the City Manager pursuant to this section, the filing of an appeal shall automatically continue the stay. If the City Manager has made a written determination that Contract performance without delay is necessary to protect the substantial interest of the City or the health, welfare, and/or public safety of the citizens of the City of Mount Dora, performance of the Contract shall not be stayed during the pendency of the appeal.

3.6 CONTRACTS

3.6-1 TERMS AND CONDITIONS

Any type of Contract which promotes the best interest of the City, and has been approved for legal sufficiency by the City Attorney, may be used. All City Contracts shall include provisions necessary to define the responsibilities and rights of the parties to the Contract.

3.6-2 MULTI-YEAR CONTRACTS AND APPROPRIATION OF FUNDS

A Contract for Goods, Services or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the current fiscal year.

Obligations for succeeding fiscal years shall be subject to the availability and appropriation of funds by the City Council.

3.6-3 ADMINISTRATION AND COMPLIANCE

- A. After a contract has been awarded, the City will conduct Contract administration and compliance activities. This encompasses all interaction between the City and the Vendor from the time the Contract is awarded until the work has been completed and accepted or the contract terminated, payment has been made, and disputes, if any, have been resolved.
- B. The end user department's project manager is responsible for the Contract administration and compliance functions to ensure compliance with the Contract, City ordinances, rules and regulations, the City's Purchasing Policy, Florida Statutes, City Procedures and any other applicable requirements.
- C. Right to Audit Records - The City, at reasonable times and places, may audit the books, records, and accounts of any Person, to the extent that the books, records, and accounts relate to the performance of Services in accordance with a City Contract. Any Person that is awarded a Contract or granted a Contract Amendment shall maintain all books, records, and accounts in compliance with generally accepted accounting procedures; and shall retain all books, records, and accounts for such period as deemed necessary, or as may be required by the funding source and designated in the Solicitation and Contract documents, from the date of final payment, termination, or until a full City audit is complete, whichever comes last. All books, records, and accounts related to the performance of a City Contract shall be subject to the applicable provisions of the Florida Public Records Act, Florida Statutes, Chapter 119.
- D. Settlement of a Contract Dispute - The Finance Director, with the concurrence of the City Manager and review by the City Attorney, is authorized to settle disputes arising out of the performance of a City Contract, provided the settlement amount does not cause the total Contract amount, including the settlement amount, to exceed the authority of the City Manager as established in this Purchasing Policy. Any settlement exceeding the authority of the City Manager must be approved by the City Council.

If it is determined that termination is in the best interest of the City, the Finance Department, with review by the City Attorney, shall present a proposed letter of termination for City Council or City Manager approval, based on the original agreement approval.

3.7 SUSPENSION AND DEBARMENT

3.7-1 AUTHORITY TO DEBAR OR TEMPORARILY SUSPEND

- A. The City Council may Debar a person or business entity, for cause, from doing business with the City. The Debarment shall be for a period not to exceed three (3) years from the date of the final Debarment determination by the City Council; however, if the Debarment is based solely upon a previous Debarment by another governmental agency, the period of Debarment shall run concurrently with the period established by that other agency.
- B. The City Manager shall have the authority to temporarily Suspend a person or business entity from doing business with the City during an investigation and pendency of Debarment action.

The temporary Suspension shall be for a period not to exceed six (6) months from the date of the Suspension determination by the City Manager.

3.7-2 CAUSES FOR DEBARMENT

Causes for Debarment shall include but are not limited to the following:

- A. Conviction of any person, under any statute of the federal government, this state, or any other state, for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City Contractor/Vendor within the last thirty-six (36) months.
- B. Conviction for commission of a criminal offense as an incident to obtaining, or attempting to obtain, a public or private Contract or sub-Contract, or in the performance of such Contract or sub-Contract within the last thirty-six (36) months.
- C. Conviction of or civil judgment against any person based on a violation of a state or federal antitrust statute, relating to a response to a Solicitation within the last thirty-six (36) months.
- D. Violations of Contract provisions within thirty-six (36) months preceding the current Debarment action, of a character which are reasonably deemed to be so serious as to justify the current Debarment or Suspension action.
- E. Abandonment of a Contract.
- F. Knowing failure, without good cause, to perform in accordance with the terms and conditions as stated in an awarded Contract.
- G. Failure to perform or unsatisfactory performance of any of the terms of a Contract with the City. However, failure to perform or unsatisfactory performance caused by acts beyond the control of the person or business entity shall not be considered to be a basis for Debarment or Suspension.
- H. Failure to pay a Contractor, Subcontractor, or Materials provider as required.
- I. A determination by a court of competent jurisdiction, the Florida Department of Business and Professional Regulation or the Federal Government that the person or business has violated the provisions of any Florida Statute, Federal Regulation or local law and/or has been placed on the State of Florida or Federal Government list of Debarred Contractors.
- J. Any other cause that the City Council reasonably considers to be as serious and compelling enough to support a determination for of Debarment.

3.7-3 INITIATION OF DEBARMENT, TEMPORARY SUSPENSION AND FINAL DETERMINATION

- A. The Finance Department shall investigate any information received concerning a possible cause for Debarment.

- B. The City Manager may determine that the person shall be temporarily Suspended, from doing business with the City during the investigation, and pendency of a Debarment action.
- C. In the event of temporary Suspension by the City Manager, the Finance Department shall provide written notification to the person or business, regarding the temporary Suspension, r by any method that provides evidence of Receipt, to the addresses provided to the Finance Department by the person or business. The notice of Suspension shall state:
 - 1. The basis for the investigation;
 - 2. That no Solicitation response shall be accepted from the Person and, if received, will not be considered during the temporary Suspension period; and
- D. After investigation, the basis and documentation for the Debarment of a person or business shall be reviewed by the City Manager.
- E. If the City Manager determines that there is no reasonable basis for Debarment, he/she may make a finding of no Debarment and if Suspended reinstate the person or business.
- F. If the City Manager determines that a reasonable basis exists for further Debarment actions, the City Manager, after consultation with the City Attorney, shall request a hearing before the City Council for a final determination regarding Debarment.
- G. If the City Council determines that a person or business should be Debarred, the Finance Department shall provide written notification to the Person, regarding the Debarment by any method that provides evidence of Receipt, to the addresses provided to the Finance Department by the Person. The notice of Debarment shall state:
 - 1. The basis for the Debarment;
 - 2. That any current Contract with the City shall be terminated per the conditions in the Contract;
 - 3. That no Solicitation response shall be accepted from the person or business and, if received, will not be considered during the Debarment period; and
 - 4. The period of Debarment, including the specific date that the Debarment ends.

3.7-4 IMPUTED KNOWLEDGE

- A. Improper conduct by a person may be imputed to a business affiliate for purposes of Debarment where the impropriety occurred in connection with the business affiliate's duties for, or on behalf of, and/or with the knowledge or approval of the actions of the person.
- B. The improper conduct of a person or its business affiliate having a current City Contract with a Contractor/Vendor may be imputed to the Contractor/Vendor for purposes of Debarment where the impropriety occurred in connection with the person/affiliate's duties for, or on behalf of, and/or with the knowledge or approval of the Contractor/Vendor.

3.7-5 MASTER LIST OF DEBARRED OR SUSPENDED PERSONS

The Finance Department shall maintain a Master List of Debarments and Suspensions, which will include, at a minimum, the names of those persons and business entities which have been Debarred or

Suspended by the City, the basis for such action, the period including expiration date and the name of the Debarring agency, if the City's Debarment is based on Debarment by another governmental entity.

3.8 LOCAL VENDOR PREFERENCE

A local vendor would be interpreted as a Bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Mount Dora to do business in the City of Mount Dora which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the jurisdictional limits of Mount Dora from which the vendor operates or performs its business. A Post Office box cannot be used to establish a physical address.

A local vendor preference of no greater than 5% (not to exceed \$5,000) of the price submitted by the non-local vendor shall be granted with City Council approval.

3.8-1 EXCEPTIONS TO LOCAL VENDOR PREFERENCE

Exceptions to the application of local vendor preference include, but are not limited to, the following:

- A. Purchases that are funded in whole or in part by assistance from any federal, state, or local agency that disallows local preference;
- B. Purchases made through a cooperative/piggyback Purchasing process;
- C. Purchases subject to Florida Statutes, Section 287.055;
- D. Emergency Purchases or Purchases made during declared emergency operations.

3.9 OTHER PURCHASING METHODS

Additional Purchasing methods may be used in the best interest of the City.

3.9-1 INNOVATIVE PROCUREMENT

Use of Innovative Purchasing methods including, but is not limited to, electronic quoting and bidding systems/processes, virtual processes, online purchases, and the like, shall be permitted subject to other limitations set forth herein.

3.9-2 UTILITY MATERIALS PROCUREMENT

The City Manager is authorized to issue a Purchase Order for utility Materials up to \$100,000 without prior City Council approval.

The City Manager shall notify City Council of any such utility Materials purchased at the next regularly scheduled City Council meeting or as soon thereafter as practical.

3.9-3 DEVELOPER REIMBURSED PROCUREMENT

Private developer reimbursed project Material Purchases are permitted for the materials required for the City through its own forces to complete a portion of a project that results in an

improvement or addition to a City owned asset or utility system. This type of Purchase is limited to a maximum materials cost of \$250,000 per project. These materials shall be sourced with a minimum of three written quotes. The quotes shall be acquired through acceptable Innovative Procurement methods. The City Manager is authorized to issue a Purchase Order for such Materials reimbursements without prior City Council approval.

The City Manager shall notify City Council of any such Materials reimbursement at the next regularly scheduled City Council meeting or as soon thereafter as practical.

3.9-4 FLEET VEHICLES AND CAPITAL EQUIPMENT PROCUREMENT

The City Manager is authorized to issue a Purchase Order for fleet vehicles and capital equipment, with a life expectancy of at least five years, in a cumulative amount of up to \$250,000 to a single vendor without prior City Council approval, so long as the Purchases are included in the current adopted or amended budgets for approved Capital Outlay expenditures.

The City Manager shall notify City Council of any such fleet vehicles and capital equipment purchased at the next regularly scheduled City Council meeting or as soon thereafter as practical.

4.0 INVOICE PAYMENT

The City of Mount Dora's shall pay all invoices pursuant to the State of Florida Prompt Payment Act, Florida Statutes, Section 218.70.

The Finance Director shall have the right to choose the most advantageous method of payment for all invoices received by the City.

6.0 INSURANCE AND INDEMNIFICATION REQUIREMENTS

All persons, businesses, Contractors, Vendors, and the like, doing business with or Contracting with the City shall indemnify and maintain insurance of the types and limits as determined by the City, taking into consideration the work being completed for the City, the City's legal exposure, cost, complexity or hazardous nature of the contract. Under no circumstance shall the indemnification by a person, business, Contractor, Vendor or the like, of the City, be limited by the types and limits of insurance required by the City. The types of insurance required by the City include, but are not limited to the following:

- (a) WORKERS' COMPENSATION INSURANCE (as required by Florida law)
- (b) COMPREHENSIVE GENERAL LIABILITY INSURANCE
- (c) COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
- (d) OTHER INSURANCE, DEPENDING ON THE TYPE AND VALUE OF CONTRACT
- (e) BUILDERS RISK COMPLETED VALUE COVERAGE
- (f) PROFESSIONAL LIABILITY

APPENDIX A

DEFINITIONS

Unless the context otherwise requires, the following terms shall have the meanings set forth below whenever they appear in the Purchasing Policy.

Agreement: Written agreement between two or more competent parties that includes provisions necessary to define the responsibilities and rights of the parties to perform a specific act(s); any type of agreement, regardless of what it is called, for the Purchasing or disposal of goods, services or construction, usually an exchange of goods or services for money or other consideration. The term Agreement may be used interchangeably with the term “Contract” or “Contract Acceptance Letter.”

Amendment: Written modification, which revises specifications, price, quantity, or other terms of the Agreement, upon mutual consent and with a formally executed document signed by both parties.

Bid: A formal written price offer by a Vendor to the City to furnish specific Goods, Services, and/or Construction in response to an Invitation for Bids or a multistep bidding procedure.

Bid Bond/Security: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount.

Bidder: Any Person, Firm, Business or other group of individuals that submits a response to a Solicitation. The term Bidder may be used interchangeably with the term Respondent.

Business Day: Days of operation that the City of Mount Dora offices are open, except for holidays recognized by the City, during normal operating hours.

Capital Improvement Project (CIP): Any public improvement which the City undertakes, including the construction or reconstruction in whole or in part, of any building, road, highway, street improvements, physical plant, structure, or facility.

Certificate of Insurance: A document provided by the contractor/consultant to show proof of insurance according to the requirements stated by the City.

Change Order: Modification, deletion or addition to an authorized Purchase Order.

Cone of Silence Period: The period during which bidders and respondents are prohibited from contacting any City Council Member, the City Manager, any requesting or evaluating department personnel and/or any member of the Evaluation Committee.

Consultant: A Person that possesses unique qualifications allowing them to serve and/or perform specialized and/or advisory Services, usually for a fee.

Consultants Competitive Negotiation Act (CCNA): Guidelines for the acquisition of professional architectural, engineering, landscape architecture, or surveying and mapping services, including definitions, procedures and prohibitions as defined in Florida Statute 287.055, as amended.

Contract: Obligation, such as an accepted offer, between competent parties upon a legal consideration, to abstain from or to do some act or acts. The term Contract will be used interchangeably with Agreement.

Contractor: Any individual, firm, partnership, corporation, association or other legal entity having a Contract with the City of Mount Dora to furnish Goods, Services, or Construction for an agreed upon price.

City Council: The City of Mount Dora Mayor and City Council Members collectively.

City Manager: Chief Executive Officer for the City, who oversees City operations.

Debar/Debarment: An action taken by the City Council under this Purchasing Policy to prohibit a Person of Firm from participating in City Purchases for an extended period of time.

Department/End User Department/End User/Division/Office: An administrative Department, Division, or Office of the City which utilizes any Goods, Services, or Construction procured under the Purchasing Policy and correlating Procedures. The terms may be used interchangeably.

Designee: A Person given the authority to act on the behalf of another Person of authority.

Evaluation Committee (EC): An evaluation group established for the sole purpose of evaluating responses received for certain City issued formal solicitations.

Finance Director: The principal officer for Purchasing-related activities duly authorized to conduct and approve Purchases as delegated by the City Manager; sign purchase orders for Purchases pursuant to the Purchasing Policy; manage Contracts and make written determinations with respect thereto.

Finance Department: The central City Office responsible for City Purchases. The term may be used interchangeably with Purchasing Department or Office.

Grant: The furnishing by the City of assistance, whether financial or otherwise, to any Person or organization; or the receipt by the City of assistance, whether financial or otherwise, from any governmental or private entity. Grant does not include an agreement whose primary purpose is to procure a specific product, whether in the form of Goods, Services, or Construction.

Materials: Items that are incorporated into, attached to an end item, or consumed in performing a Contract. Materials do not include land, a permanent interest in land, or leases of real property.

Notice to Proceed: A written notification from the Purchasing Manager or Project Manager to the contractor to establish commencement of the contractor's responsibilities under the provisions of the contract.

Purchasing: Buying, purchasing, renting, leasing, or otherwise acquiring of any Goods and/or services for public purposes in accordance with the laws, rules, regulations and procedures intended to provide for the economic expenditure of public funds. It includes but is not limited to all functions which pertain to the obtaining of any supplies, materials, equipment and/or services including construction projects and Capital Improvement Projects, as defined herein, required by any division/department/office or agency of the City government regardless of the source of funds.

Purchasing Card (P-Card): An instrument used to purchase goods/services in accordance with established procedures.

Proposal: An executed formal document submitted by an offeror to the City stating the good(s) and/or service(s) offered in response to a Request for Proposal or Request for Information.

Public Notice: Written announcement made by the City concerning a Solicitation or other information of general public interest.

Purchase Order: The City's document used to authorize a purchase transaction with a vendor; contains provisions for construction, goods and/or services ordered; applicable terms as to payments, discounts, date of performance and transportation; and other factors or conditions relating to the transaction.

Quotation: An oral or written informal offer to the City by a vendor for furnishing specific goods and/or services at a stated price.

Receipt: Actual Receipt of an item being delivered or the first attempted delivery by certified mail, or by any other means that provides conclusive evidence of the attempt to deliver to the last known address of party.

Request for Letters of Interest (LOI): A non-binding method solicitation method used to obtain information for services or projects that cannot be quantified.

Request for Proposals/Competitive Proposal Solicitation (RFP): A Solicitation method used to solicit proposals from potential providers of Goods, Services, and Construction. Price is not the only determining factor, or the primary determining factor, in an RFP and an award of a Contract may be accomplished in a single step or multi-step process.

Request for Qualifications/Qualifications Based Solicitation or Professional Services (PS): Solicitation method used to solicit proposals from potential providers of specific Services where price is not an evaluation factor.

Request for Quotations (RFQ): An informal Solicitation where oral or written quotes are obtained from a reasonable number of providers, preferably three (3), without formal advertising or Receipt of sealed Bids.

Responder: A Person, Business, Firm or other group of individuals that submits a response to a Solicitation. The term Respondent may be used interchangeably with the term Bidder.

Services: The furnishing of labor, time, and/or effort by professionals or Contractor, wherein the submission of goods or other specific end products other than reports, studies, plans, advisories, contractual documents or other documents relating to the required performance is incidental or secondary.

Sole/Single Source: The only existing source of an item or service or a source chosen because it best meets the needs of the user Department/Division/Office as determined by a reasonably thorough analysis of the marketplace.

Solicitation: An invitation or request by which the City invites participation in the Purchasing process.

Specifications/Scope/Scope of Services/Scope of Work: A statement of the requirements for product, materials, or process used to describe the goods and/or services required by the City.

Standardization: The process of examining characteristics and needs for items of similar end usage and developing a single specification that will satisfy the needs of most or all purchases for that purpose and will maintain a degree of continuity to the original or existing decor, equipment or programs.

Subcontractor: Any Person employed to perform part of a contractual obligation under the control of the principal Contractor.

Suspend/Suspension: Action taken by the City Manager under the Purchasing Policy to temporarily disqualify or exclude a Person from participating in City Purchases for a definite period of time.

Task Authorization (TA): Process used by a Department/Division/Office to obtain the appropriate approval for an individual engagement under certain continuing service agreements. The terms may be used interchangeably.

Vendor: A supplier/seller of Goods, Services, and/or Construction. The term Vendor may be used interchangeably with provider or supplier.