

1 EXHIBIT 1

2
3 ORDINANCE NO. 2025-

4
5 AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF
6 THE CITY OF HALLANDALE BEACH, FLORIDA, AMENDING
7 THE CITY OF HALLANDALE BEACH PROCUREMENT CODE,
8 CHAPTER 23 OF THE CITY OF HALLANDALE BEACH CODE
9 OF ORDINANCES; AND PROVIDING FOR CONFLICT;
10 PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN
11 EFFECTIVE DATE.
12

13 WHEREAS, the Procurement Code establishes the process and procedures for
14 purchases of goods and services made by the City; and
15

16 WHEREAS, the Procurement Department maintains the City's Procurement Code,
17 Chapter 23 of the City's Code of Ordinances, and although numerous revisions have been
18 codified through the years, the City Procurement Code has not been fully reviewed in 12 years;
19 and

20 WHEREAS, staff has reviewed Chapter 23 of the City Code of Ordinances in its entirety
21 with the intent of revising all outdated sections and provisions to make the Code align with the
22 most current market needs to efficiently process the City's procurement activities; and
23

24 WHEREAS, a review of the current Code found that there was significant room to
25 streamline and modernize the code provisions to make the process and requirements simpler
26 to understand for City staff and more efficient to administrate; and
27

28 WHEREAS, the proposed revisions will improve the effectiveness and efficiency of the
29 City's procurement processes; and
30

31 WHEREAS, the Mayor and City Commission hereby find that it is in the best interest of
32 the residents of the City of Hallandale Beach to adopt the policies and regulations contained
33 herein.

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NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE
CITY OF HALLANDALE BEACH, FLORIDA:

SECTION 1. Whereas Clauses. The foregoing "Whereas" clauses are confirmed
as true and incorporated herein.

SECTION 2. Chapter 23 of the City Code, is hereby amended as follows:

Chapter 23 PROCUREMENT CODE

ARTICLE I. PURCHASING

Sec. 23-1. Short title.

This chapter shall be known and may be cited as the procurement code of the city.

Sec. 23-2. ~~Renaming of department and purpose.~~ Department and Purpose.

~~The general services department shall henceforth be known as the procurement
department.~~ The underlying purpose of the procurement department shall be as follows:

- (1) To provide the city with a unified purchasing system with centralized responsibility that allows for the delegation of purchasing authority;
- (2) To provide increased economy in city procurement activities and to maximize to the fullest extent practicable the purchasing value of public funds of the city;
- (3) To obtain in a cost-effective and responsive manner the supplies, services and construction required by city departments in order for those departments to better serve the city's businesses and residents;
- (4) To provide safeguards for the maintenance of a procurement system of quality and integrity;
- (5) To provide for increased public confidence in the procedures followed in public procurement;
- (6) To ensure the fair and equitable treatment of all persons who deal with the procurement system in the city;
- (7) To simplify, clarify, and modernize the law governing procurement by this city;
- (8) To foster effective broad-based competition within the free enterprise system;
- (9) To permit the continued development of procurement policies and practices; and

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- (10) To ensure that the city purchases recycled and other environmentally preferable products whenever the products meet the price and performance requirements of the city.

Sec. 23-3. Definitions.

~~The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~Addenda means additional directions, modifications and alternations to solicitation which is issued as separate document prior to the time of receipt of bids or proposals.~~

~~Amendment means the method of changing the terms and conditions or requirements of a contract or agreement after its execution. All amendments must be approved in writing and signed by the city manager and contractor. Amendment must include all changes in terms and /or conditions including total amount of the amended contract.~~

~~Award means the acceptance of a bid, offer or proposal by the proper authorized designee. The city commission must approve all awards over the authority of the city manager, with the exception of emergency purchases.~~

Best and Final Offer (BAFO) means a responsive proposal that contains a proposer's most favorable terms for price, services, and products to be delivered.

~~Bids means a written offer submitted to the city by a prospective offeror to furnish specific services, supplies, or construction services in response to an invitation for bid.~~

~~Bid bond means a sum of money, which could be in the form of a cashier's check, irrevocable letter of credit, money order or a bond issued by a surety, deposited with a bid or proposal guaranteeing the bidder or offeror will not withdraw the bid or proposal for a specific period of time, will furnish bonds as required, and will accept a contract, if awarded, or forfeit the bid bond.~~

~~Bid performance bond means a sum which is issued usually by a surety assuring the city that once the contract is awarded, the contractor will meet its obligations under the contract.~~

~~Bid waiver means a process, whereby supplies or services may be procured without formal competitive bidding process when determined to be in the best interest of the city.~~

~~Blanket purchase order means a purchase order under which a party agrees to provide supplies or services to the city on a demand basis, acceptance of which constitutes a contract.~~

~~Boycott means to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to blacklist or otherwise refuse to deal with a person or entity when the action is based on race, color, national origin, religion, sex, gender identity, sexual orientation, marital or familial status, age, or disability in a discriminatory manner. The term boycott does not include a decision based upon business or economic reasons, or boycotts,~~

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~~embargoes, trade restrictions, or divestments that are specifically authorized or required by federal law or state law.~~

~~*Business* means any sole proprietorship, organization, association, corporation, limited liability partnership, limited liability company, or other entity or business association, including wholly owned subsidiaries, majority owned subsidiaries, parent companies, or affiliates of those entities or business associations awarded a contract pursuant to this chapter.~~

~~*Certificate of insurance* means a certificate issued by a reputable insurance company evidencing that the company has the appropriate insurance.~~

~~*Change order* means a written alteration to a formal contract or purchase order entered in accordance with the terms of the contract or in accordance with the solicitation.~~

~~*City* means the City of Hallandale Beach, Florida.~~

~~*City manager* means the city manager of the City of Hallandale Beach, Florida, and/or authorized designee.~~

~~*Commission* means the mayor and city commission of the City of Hallandale Beach, Florida.~~

~~*Consultant* means one who provides professional advice or services including, but not limited to: attorneys, architects, engineers, surveyors and accountants.~~

~~*Consultants' Competitive Negotiation Act (CCNA)* means F.S. § 287.055, as periodically amended.~~

~~*Contract* means all types of binding documents for the procurement and disposal of supplies, services and construction, including purchase orders,~~

~~*Contract administrator* means city manager duly authorized designee requesting items and/or services and the designated city contact for the particular contract.~~

~~*Contractor* means any person or entity having a contract with the city.~~

~~*Contractual services* includes, without limitation, printing; gas; fuel; cleaning services; purchase, installation, rental, repair and maintenance of equipment; machinery; construction and consultant contracts and other personal property; lease of real property and office space by the city as lessee; and all other contractual supplies, materials equipment and services not specifically excluded from these procedures.~~

~~*Construction* means the process building, altering, repairing, improving, or demolishing any structure or building or roadway or utility or other improvements of any kind to any real property owned or under the control of the city. It does not generally include the routine operation, repair, or maintenance of existing structures, buildings, or other real property. F.S. § 255.20.~~

~~*Construction of utilities* means all such reservoirs, sewerage systems, trunk sewers, intercepting sewers, pumping stations, wells, intakes, pipelines, distribution systems,~~

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purification works, collecting systems, treatment and disposal works, airports, hospitals, jails and golf courses, and gas plants and distribution systems.

~~Contracts means every contract, unless otherwise exempt as per the section below, shall contain language that obligates the contractor to comply with the applicable provisions of this section. The contract shall include provisions for the following:~~

~~(1) The contractor certifies and represents that it will comply with this section during the entire term of the contract.~~

~~(2) The failure of the contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the city to pursue any remedy stated below or any remedy provided under applicable law.~~

~~(3) The city may terminate the contract if the contractor fails to comply with this section.~~

~~(4) The city may retain all monies due or to become due until the contractor complies with this section.~~

~~Cooperative purchasing means the procurement conducted by or on behalf of more than one public procurement unit. The combining of requirements of two or more public procurement units, in order to obtain the benefits of volume purchases~~

~~Debarment means the exclusion of a person or business from participating in a procurement activity for an extended period of time, as specified by law, because of an illegal or irresponsible action.~~

~~Design-build contract means a single contract with a design-build firm for the design, and construction of a public construction project.~~

~~Design-build firm means a partnership, corporation, or other legal entity that:~~

~~(1) Is certified under F.S. § 489.119, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or~~

~~(2) Is certified under F.S. § 471.023, to practice or to offer to practice engineering; certified under F.S. § 481.219, to practice or to offer to practice architecture; or certified under F.S. § 481.319, to practice or to offer to practice landscape architecture.~~

~~Design criteria package means performance oriented drawings or specifications of the public construction project. The design criteria package must furnish sufficient information to permit design-build firms to prepare a bid or a response to the city's request for proposal, or to permit the city to enter into a negotiated design-build contract.~~

~~Design criteria professional means a firm which holds a current certificate or registration under F.S. ch. 481, to practice architecture or landscape architecture or a firm which holds a current certificate as a registered engineer under F.S. ch. 471, to practice engineering and who is employed by or under contract by the city to provide professional~~

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178 architect services, landscape architect services, or engineering services in connection with
179 the preparation of the design criteria package.

180 ~~Designee means a duly authorized representative.~~

181 ~~Director of procurement means the person holding the position established by the~~
182 ~~City's Charter article VI, section 6.05, powers and duties.~~

183 ~~Discount from list contracts means those contracts whereby price is determined by~~
184 ~~applying a percentage discount from an established catalog or list price.~~

185 ~~Domestic partner shall mean any two adults of the same or opposite sex, who have~~
186 ~~registered as domestic partners with the county pursuant to state or local law authorizing~~
187 ~~such registration, or with an internal registry maintained by the employer of at least one of~~
188 ~~the domestic partners. A contractor may institute an internal registry to allow for the~~
189 ~~provision of equal benefits to employees with a domestic partner who does not register their~~
190 ~~partnerships pursuant to a governmental body authorizing such registration, or who are~~
191 ~~located in a jurisdiction where no such governmental domestic partnership registry exists. A~~
192 ~~contractor that institutes such registry shall not impose criteria for registration that are more~~
193 ~~stringent than those required for domestic partnership registration by the county.~~

194 ~~Domestic partner benefits requirement means a requirement for the city contractors to~~
195 ~~provide equal benefits for domestic partners. Contractors with five or more employees~~
196 ~~contracting with the city, in an amount valued over \$50,000.00 provide benefits to~~
197 ~~employees' spouses the children of spouses. The requirement will be included in~~
198 ~~solicitations.~~

199 ~~Emergency means a situation or occurrence of a serious nature involving urgent and~~
200 ~~extreme matters of public health, safety, and welfare, or which requires the safeguarding of~~
201 ~~city assets.~~

202 ~~Employee means an individual employed by the city drawing a salary or wages from~~
203 ~~the city.~~

204 ~~Equal benefits means the equality of benefits between employees with spouses and/or~~
205 ~~dependents of spouses and employees with domestic partners and/or dependents of~~
206 ~~domestic partners, and/or between spouses of employees and/or dependents of spouses~~
207 ~~and domestic partners of employees and/or dependents of domestic partners.~~

208 ~~Equal benefits requirements. As part of the competitive solicitation and procurement~~
209 ~~process a contractor seeking a contract shall certify by providing the domestic partnership~~
210 ~~certification form, that upon award of a contract it will provide benefits to domestic partners~~
211 ~~of its employees on the same basis as it provides benefits to employees' spouses. The~~
212 ~~domestic partnership certification form shall be signed by an authorized officer of the~~
213 ~~contractor and submitted with the solicitation response. Failure to provide the domestic~~
214 ~~partnership certification form shall result in a contractor being deemed non-responsive.~~

215 ~~Exception and waiver. The provision of this section shall not apply where:~~

216 ~~(1) The contractor provides benefits neither to employees' spouses nor spouse's~~
217 ~~dependents.~~

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~~(2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.~~

~~(3) The contractor is a governmental entity.~~

~~(4) The contract is for the sale or lease of property.~~

~~(5) The covered contract is necessary to respond to an emergency.~~

~~(6) The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.~~

~~(7) The city commission waives compliance of this section in the best interests of the city, including but not limited to, the following circumstances:~~

~~a. Where only one solicitation response is received.~~

~~b. Where more than one solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.~~

Evaluation committee means a group of three or more persons selected by the city manager to review proposals received in response to an RFP. The evaluation committee may include persons who are not employed by the city.

~~*Evaluation sheet* means the forms used by the evaluators to evaluate proposals. Each evaluator shall sign and date his or her evaluation sheet. The factors included in the evaluation sheet are factors related to management capability, technical capability, manner of meeting performance requirements, cost and other important considerations which were incorporated.~~

~~*Field purchase order (FPO)* means a document which encumbers the funds and must be approved using the same steps as a requisition. FPO's are used in situations when a purchase order is not required and a direct check is requested.~~

~~*Grant* means the furnishing by the city or a city authorized not-for-profit provider of assistance, whether financial or otherwise, to any person to support a program or activity, or the furnishing to the city of such assistance by another person or federal or state agency.~~

~~*GSA Federal General Services Administration* establishes long-term government-wide contracts. Local government entities may only purchase goods and services related to information technology from GSA schedule 70, information technology, consolidated (formerly corporate contracts) schedule contracts containing IT special item number (SIN) and disaster recovery purchasing to recover from a major disaster. GSA government-wide acquisition contracts (GWACs) are not authorized for use by local government entities under section 211 of the E-Government Act of 2002.~~

~~*Informal bids* means process utilized to obtain prices for goods and supplies for all purchases up to \$50,000.00. The acceptable methods are faxed, emailed or mailed written price quotations.~~

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Invitation to Bid (ITB) means a procurement method used to solicit competitive sealed bid responses, sometimes called formal bids, when price is the basis for award.

~~Lobbyist regulations stipulates that all persons, firms, organizations and corporations seeking procurement from the city or the award of funds for goods and services must submit a completed and notarized lobbyist registration form/oath to the city clerk's office prior to contacting a member or members of the city commission regarding the city procurement. The lobbyist registration must disclose each party, person, principal, and/or client represented on city matters.~~

Local city vendor.

~~A tier 1 "local city vendor" shall mean a resident which has a valid homestead from the county property appraiser's in the city's limits and the resident owns a business within the city limits with a valid business tax license issued by the city that authorizes the business to do business in the city and that authorizes the business to provide the goods, services or construction to be purchased. The valid business tax license shall have been issued by the city at least one year prior to the bid or proposal due date. The business must have a physical address located within the city limits. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of business tax license must be submitted with response to the solicitation. Proof of the homestead must be submitted with the response to the solicitation. The homestead shall have been issued by the county at least one year prior to the bid or proposal due date,~~

~~A tier 2 "local city vendor" shall mean a business within the city limits that has a valid business tax license issued by the city that authorizes the business to do business in the city and that authorizes the business to provide the goods, services or construction to be purchased. The valid business tax license shall have been issued by the city at least one year prior to the bid or proposal due date. The business must have a physical address located within the city limits. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of business tax license must be submitted with response to the solicitation.~~

~~A tier 3 "local city vendor" shall mean a resident which has a valid homestead from the county property appraiser's in the city's limits at least one year prior to the bid or proposal due date. Proof of homestead must be submitted with the response to the solicitation. Additionally, the resident owns a business outside of the city limits. The valid business tax license shall have been issued at least one year prior to the bid or proposal due date. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of the business tax license must be submitted with response to the solicitation.~~

~~Lowest responsible bid or lowest responsible quotation means the lowest bid or quotation received that best responds in quality, fitness and capacity to the requirements of the proposed work or usage, as specified, from a vendor deemed responsible and responsive to the invitation to bid or solicitation for a quotation. In determining the lowest responsible bid or quotation, the following shall be considered, in addition to price:~~

~~(1) The quality of commodities or services offered;~~

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~~(2) The ability, capacity, and skill of the vendor to perform the contract or provide the commodities or services required;~~

~~(3) Whether the vendor can perform the contract or provide the commodities or services promptly, or within the time specified, without delay or interference;~~

~~(4) The sufficiency of the vendor's financial resources and the effect thereof on the vendor's ability to perform the contract or provide the commodities or services;~~

~~(5) The character, integrity, reputation, judgment, experience, and efficiency of the vendor;~~

~~(6) The quality of vendor's performance on previous orders or contracts for the city;~~

~~(7) Litigation by the vendor on previous orders or contracts with the city;~~

~~(8) Compliance by the vendor with federal, state and local laws and ordinances relating to the subject of the purchase or contract;~~

~~(9) The ability of the vendor to provide future maintenance and service where such maintenance and service is essential;~~

~~(10) Internal cost of vendor's proposal, including any additional expenditure required by the city to complete the project or purchase; and~~

~~(11) Life cycle costs, including costs of purchase, maintenance, and disposal, less residual value over the expected life of the product.~~

~~Payment bond means a promise of a surety assuring payment to all persons supplying labor or materials in the work provided for in a contract. The city has the discretion of requesting a payment bond when the construction contract is \$250,000.00 or less.~~

~~Person means any business, corporation, partnership, individual, union, agency, committee, club, organization, or group of individuals.~~

~~Performance bond means a~~ sum which is issued, usually by a promise of a surety, ~~sometimes referred to as "completion bond,"~~ assuring the city that once the contract is awarded, the contractor will perform its obligations under the contract.

~~Procurement buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services and construction. It also includes all functions that pertain to the obtaining of any supplies, service, and construction, including description of requirements, selection and solicitation of sources, preparation and award of contracts and all phases of contract administration.~~

~~Professional services means any services where the city is obtaining advice, instruction, or specialized work from an individual, firm or agency 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.~~

Project is an endeavor with a specific scope designed to produce a result with a defined beginning and end and deliverables. The determination of whether various

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activities should constitute one project or multiple projects should be made in the best interest of the City, taking into account the intent of the policies in this chapter, efficiency, time constraints, funding sources, and reasonable distinctions between activities. A project should never be split for the purpose of avoiding the restrictions of this Chapter.

~~Protest means a written complaint presented to the director of procurement in reference to the award of a contract which resulted from an RFP, RFQ, or bid.~~

~~Public Bid Disclosure Act (Florida Statutes § 218.80). When a department wishes to release a construction bid or RFP, all of the city's permits or fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, payable by the contractor to the city must be disclosed. If the RFP does not require the response to include a final fixed price, the city is not required to disclose any fees or assessments in the RFP. However, at least ten days prior to requiring the contractor to submit a final fixed price for the project, the city shall make the disclosures required by F.S. § 218.80.~~

~~Public records means those records as defined in F.S. ch. 119.~~

~~Purchase means the words used in a solicitation to describe the supplies, services, and construction to be purchased, and includes specifications attached to, or made a part of the solicitation.~~

~~Purchase order means a purchaser's document to formalize a purchase transaction with a vendor, conveying acceptance of a vendor's proposal. The purchase order should contain statements as to quantity, description, and price of the supplies, services, or construction ordered, and applicable terms as to payment, discounts, date of performance, transportation, and other factors or suitable references pertinent to the purchase and its execution by the vendor. A purchase order binds the vendor in a contractual relationship with the city.~~

Request for proposal (RFP) means a solicitation for proposal to provide a solution to a problem or a course of action or a determination of data findings useful to the city. An RFP is characterized by description of the desired results and a scale of how the proposals will be evaluated to obtain the results. Negotiation on any part of the RFP is permissible. The RFP includes all documents, whether attached or incorporated by reference, utilized for soliciting proposals. Compensation paid to a proposer is negotiated once the top rated proposer has been determined.

~~Request for quotation is an informal request for prices normally used for procurement below the formal contract threshold. The request for quotation includes all documents whether attached or incorporated by reference, included in a solicitation for quotations.~~

Request for qualifications (prequalification of bidders) is the screening of potential vendors in such factors as financial capability, reputation, professional expertise and management in order to develop a list of qualified vendors. ~~Once the list of pre-qualified vendors is created, a bid or RFP is created and released to the pre-qualified list.~~

~~Responsible bidder means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.~~

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~~Responsive bidder means a person who has submitted a bid which conforms in all material respects to a solicitation. A bid or proposal of a responsive bidder must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the bid documents to be submitted at the time of bid opening.~~

~~Services mean the furnishing of labor, time, specifications and technical assistance by a contractor. This term shall not include employment agreements or collective bargaining agreements, but shall include both professional and general services.~~

~~Sole source means the only source known to be able to perform a contract, or the one source that among others that, for justifiable reason, is found to be the most advantageous for the purpose of contract award.~~

~~Specifications mean any description of the physical or functional characteristics or of the nature of a supply, service and construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service and construction item for delivery. Specifications may also contain provisions for inclusion of factors which will lead to the ultimate calculation of lowest total cost. All specifications shall seek to promote overall economy for the purposes intended, and encourage competition in satisfying the city's needs and shall not be unduly restrictive.~~

~~Supplies shall mean and include all supplies, materials, and equipment.~~

~~Sunbiz means the website maintained by the department of state, division of corporations, listing all companies incorporated in the state, including registered fictitious names and foreign corporations.~~

~~Surplus property means city-owned which is no longer needed for public use.~~

~~Tax savings direct purchases. The city is recognized by the state as being exempt from state sales tax and use tax and is therefore, qualified for an exemption from Florida and all other state sales taxes on the purchase of tangible personal property if certain criteria are met. The city may realize savings of sales tax on selected material and equipment needed for use in public works contracts. Public works contracts are projects for public use or enjoyment, financed and owned by the city, in which private firms install tangible property that becomes part of a city facility. See rule 12A-1.094 and F.S. § 212.08(6). The city will implement the DPTSP for projects of \$1,000,000.00 or above.~~

~~Unit price mean the cost per unit of a product or service.~~

~~Using agency is any department, agency, commission, bureau or other unit to the city government using supplies or procuring contractual services.~~

~~Vendor means an actual or potential supplier of an item, a good or service, and construction, regardless of the nature of the good or service provided or the term used in the agreement (e.g. contractor, consultant, etc.). The term includes all persons employed by, representatives of and agents of the vendor.~~

~~Vendor performance means an action or inaction taken by a vendor under a contract, purchase order, or other binding agreement with the city. Nonperformance, which is an~~

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416 ~~action or inaction, which does not comply with the specifications, and/or terms and~~
417 ~~conditions of a contract or purchase order.~~

418 **Sec. 23-4. Applicability; Delegated Spending Authority.**

419 (a) Except as otherwise specified by law, this chapter shall apply to every procurement
420 by the City.

421 (b) Funds or assistance from other governmental entities. When the procurement
422 involves the expenditure of assistance or contract funds from other governmental entities,
423 the procurement, management, and interpretation shall be conducted in accordance with
424 any mandatory applicable policy, law or regulations.

425 (c) Delegated Spending Authority. The city manager is authorized, without obtaining
426 city commission approval, to purchase and contract for equipment, supplies and services
427 when the purchase is less than \$75,000 per project. The City Manager shall develop and
428 implement written policies for the solicitation and award of such purchases through informal
429 quotations, except as otherwise required by state statute. All other procurement awards
430 require commission approval unless specifically exempted in this Code.

431 (d) Nothing in this chapter shall limit the City Commission's right to waive any provisions
432 contained herein when it deems such a waiver to be in the best interest of the City.

433 (e) To the extent the provisions of this chapter conflict with procurement requirements of
434 state law, the provisions of this chapter are waived, and the city shall abide by the
435 requirement of state law.

436 **Sec. 23-45. Competitive bidding procurement required.; Procurement mechanisms.**

437 (a) Except as otherwise indicated herein, All purchases of and contracts for equipment,
438 supplies and contractual services, when the estimated cost shall exceed \$50,000.00, except
439 as specifically provided in this section in excess of the delegated spending authority, shall
440 be based, wherever possible, on a competitive bids procurement process. The city manager
441 is authorized to purchase and contract for equipment, supplies and contractual services
442 when the cost does not exceed \$50,000.00 without city commission approval. City contracts
443 shall be awarded by one of the following methods, as permitted by any applicable law and
444 as determined by the City Manager to be in the best interest of the City:

445 (1) *Invitations to Bid (ITB).* Any resulting contract shall be awarded to the
446 responsive and responsible bidder submitting the lowest or best overall bid which
447 meets all specifications.

448 (2) *Request for Proposals (RFP).* Any resulting contract shall be awarded to the
449 responsive and responsible proposer submitting the proposal which, with all factors

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considered, provides the best value as determined by the City according to the criteria set forth in the solicitation.

(3) Cooperative Purchasing. Includes a variety of arrangements whereby two or more public entities have the opportunity to purchase from the same supplier or multiple suppliers using a single competitive procurement mechanism.

(4) Piggybacking. Procuring goods or services from vendors who have been selected as a result of a competitive selection process by another governmental entity. The selection process utilized by the contracting entity must be substantially similar to the requirements of the City. The goods or services procured by the City must be procured pursuant to the original contract scope and terms. The expiration of an original contract shall not bar use of a piggyback if the vendor is still willing to provide the goods and services pursuant to the competitively solicited contract's scope and terms.

(5) Continuing Services Agreements. Individual purchase of services quoted on a per-project basis pursuant to the terms solicited via RFP.

(6) Requests for Qualifications (RFQ). A RFQ may be either a single step or multi-step solicitation. A single step RFQ is used when it is in the best interest of the City to award based solely on qualifications, and a multi-step RFQ is used to create a pre-qualified pool of vendors for a subsequent solicitation.

(b) Requests for Information (RFI) may be utilized in advance of one of the above mechanisms when it is in the best interest to request information from potential vendors prior to the issuance of a planned solicitation.

(c) Revenue generating and concession contracts, including the assignment, license, sale or transfer of interests in or rights to discoveries, inventions, patents, or copyrightable works, whether tangible or intangible, shall be awarded in accordance with the provisions of this chapter, except that price shall be evaluated on the basis of the highest bid or offer. Nothing herein shall preclude the use of competitive sealed proposals as a method of source selection wherein price is not the only evaluation criteria.

(d) The City Manager shall have the authority to negotiate the proposed terms of an agreement with the highest ranked responsive and responsible firm for an RFP or the lowest responsive and responsible firm for an ITB, prior to bringing the item to the Commission for an award of contract, subject to the requirements of Florida's Sunshine laws.

(e) No individual member of the city commission shall be involved in the preparation, submittal and evaluation of solicitations and responses, including attendance at or participating in presentations to or deliberations by a selection committee or contact with vendors, unless required by Florida statute. This provision shall not prohibit members of the commission from discussing a prospective procurement's scope or mechanism during publicly noticed meetings, or asking for information or discussing concerns with the City Manager.

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(f) *Advertisements.* Notice inviting solicitations. Except for those solicitations that are required by statute to be advertised in a newspaper, notices inviting solicitations shall be published electronically. A general description of the commodities or services to be purchased, a statement of where the solicitation documents may be obtained, and the date, time and place of receipt is to be provided.

(g) *Demonstration of products.* All departments that engage firms in the demonstration, inspection and/or testing of supplies or services for which no formal solicitation has been advertised, must involve the procurement department in the demonstrations and/or testing. Where there would be an eventual solicitation for the products and/or services which have previously gone through a demonstration and/or inspection, it must be made known at the pre-bid meeting for the particular solicitation released.

~~Sec. 23-5. Formal contract procedure.~~

~~All equipment, supplies and contractual services, except as otherwise provided in this section, when the estimated cost shall exceed \$50,000.00 shall be purchased by formal, written contract from the lowest responsive, responsible bidder, after due public notice inviting proposals has been given; however, the city commission, upon request of the city manager, may waive the requirement for a formal written contract when such a contract would not be in the best interest of the city.~~

~~Sec. 23-6. Award of contract.~~

~~(a) The city manager shall have the authority to recommend to the city commission award of contracts.~~

~~(b) Contracts shall be awarded to the lowest responsive, responsible bidder, or as otherwise determined in the best interest of the city. The city commission shall not be involved in the preparation, submittal and evaluation of bids, request for proposals and other purchases, including attendance at or participating in presentations to or deliberations by a selection committee or contact with persons, firms, organizations and corporations submitting bids or proposals to the city. Following an evaluation of responses received for bids, request for proposals, and other purchases, the city manager shall have the authority to recommend to the city commission award of contracts. After placement on the agenda, the city commission reviews the city manager's recommendations and may direct any communications, inquiries or questions regarding the contract award to or through the city manager. In accordance with administrative procedures and policies, and the city's lobbying ordinance, all persons, firms, organizations and corporations seeking a procurement from the city or the award of funds for goods and services must submit a completed and notarized lobbyist registration form/oath to the city clerk's office prior to contacting a member or members of the city commission regarding a city procurement. Lobbyists shall cease all contact and communication with the city commission within the period of time as stated~~

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in the lobbying ordinance before the date set for a decision on a matter, unless contacted by a city commissioner.

~~(c) Local preference: In the award of bids and the determination of the lowest, best and responsible bidder, the city commission may award a preference based upon vendors, contractors or subcontractors who are local with a preference as follows:~~

~~Purchases and contracts within the authority of the city manager may also give consideration to local preference by application of the guidelines in this subsection.~~

~~(d) Submittal requirements: If a nonlocal proposer submits a bid or proposal that includes subcontractors that qualify for tier 1, tier 2 or tier 3 local vendor, in order to receive local preference consideration, the proposer must identify all local vendors that will be utilized as subcontractors, and delineate for each the specific elements of work each local vendor will be responsible for performing and the dollar value of work as a percentage of the total contract value.~~

~~(e) Conditions:~~

~~(1) A vendor/business can only qualify for one tier preference level.~~

~~(2) A vendor/business with outstanding liens, fines or violations with the city shall not be eligible to qualify for tier 1—3 status.~~

~~(3) A vendor/business that operates through a post office box shall not be eligible to qualify for tier 1—3.~~

~~(f) Process to apply the LVP to bids:~~

~~(1) Competitive bid tier 1 local vendor preference. When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by the tier 1 local vendor is within ten percent of the lowest price submitted by any vendor, the tier 1 local vendor shall have an option to submit another bid to match the lowest responsive bid. If the tier 1 local vendor submits a bid that matches the lowest responsive bid, then the award will go to the tier 1 local vendor. If not, the award will be made to the vendor that submits the lowest responsive bid.~~

~~(2) Competitive bid tier 2 local vendor preference. When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by the tier 2 local vendor is within five percent of the lowest price submitted by any vendor, the tier 2 local vendor shall have an option to submit another bid to match the lowest responsive bid. If the tier 2 local vendor submits a bid which matches that lowest responsive bid, then the award will go to the tier 2 local vendor. If not, the award will be made to the vendor that submits the lowest responsive bid.~~

~~(3) Competitive bid tier 3 local vendor preference. When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by the tier 3 local vendor is within two and one-half percent of the lowest price submitted by any vendor, the tier 3 local vendor shall have an option to submit another bid to match the lowest responsive bid. If the tier 3 local vendor submits a bid which matches that lowest responsive bid, then the award will go to the tier 3 local~~

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569 vendor. If not, the award will be made to the vendor that submits the lowest
570 responsive bid.

571 If there is a tier 1 local vendor and a tier 2 local vendor and a tier 3 local vendor
572 participating in the same bid solicitation and the three vendors qualify to submit a second
573 bid as detailed above, the tier 1 local vendor will be given first option.

574 If the tier 1 local vendor cannot match the lowest bid received, an opportunity will be
575 given to the tier 2 local vendor. If the tier 2 local vendor cannot match the lowest bid
576 received, then an opportunity will be given to the tier 3 local vendor. If the tier 3 local vendor
577 cannot match the lowest bid received, then the bid will be awarded to the lowest bidder
578 regardless of tier 1, tier 2 or tier 3 local vendor preference.

579 If multiple local vendors submit bids which are within ten percent of the lowest bid, then
580 all vendors will be asked to submit a "best and final offer (BAFO)." The award will be made
581 to the tier 1 local vendor submitting the lowest BAFO providing that the BAFO at least
582 matches the lowest bid received in the original solicitation. If no tier 1 local vendor can beat
583 the lowest bid by matching it, then the process will be repeated with tier 2 and tier 3 local
584 vendors who have submitted a bid which is within two and one-half percent of the lowest
585 bid. If no tier 1, tier 2 or tier 3 local vendor can submit a BAFO that matches the lowest bid
586 submitted in the original solicitation, the award will be made to the lowest responsive bidder
587 regardless of the tiers.

588 (g) Application of local vendor preference for requests for proposals: When evaluation
589 points are used to evaluate through a solicitation, and when a non-local business is the
590 highest ranked proposer, and the ranking of a local firm is within ten percent of the total
591 100 ranking points, then the city may elect to negotiate with the local firm first.

592 (h) Process to apply the local vendor preference to competitive proposal: For contract
593 awards based upon evaluation criteria pursuant to a point system, there shall be a local
594 participation criterion to be included in the total 100 points to be awarded. The points
595 shall be awarded as follows:

596 (1) Tier 1 local vendor preference: If 100 percent through 50 percent of the project
597 work submitted as a response to a solicitation, which equals to 100 percent
598 through 50 percent of the project cost, will be provided and performed by a tier 1
599 local vendor then the firm will receive, through the evaluation process, a total of
600 ten points.

601 (2) Tier 2 local vendor preference: If 49 percent through 20 percent of the project work
602 submitted as a response to a solicitation, which equals to 49 percent to 20 percent
603 of the project cost, will be provided and performed by a tier 2 local vendor then the
604 firm will receive, through the evaluation process, a total of five points.

605 (3) Tier 3 local vendor preference: If 19 percent through less than five percent of the
606 project work submitted as a response to a solicitation, which equals to 19 percent
607 to less than five percent of the project cost, will be provided and performed by a
608 tier 3 local vendor then the firm will receive, through the evaluation process, a total
609 of two and one-half points.

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	Total Project Dollar Cost (\$) Performed	Total Points Awarded
Tier 1 Local Vendor	100% to 50%	10
Tier 2 Local Vendor	49% to 20%	5
Tier 3 Local Vendor	19% to less than 5%	2.5

The percentage of tier 1, tier 2 or tier 3 local vendor participation will be calculated by the proposer's cost and/or expenditure's provided and performed by a local tier 1, tier 2 or tier 3 local vendor subcontractor for providing direct labor or a bona fide service, the total cost of the project dollar submitted and identified in the proposal.

A proposer may count towards its local vendor preference for tier 1, tier 2 and tier 3, the fee or commissions charged for providing direct labor or a bona fide service, such as professional, technical consultant or managerial services.

(i) Request for Qualifications (RFQ) and Consultants Competitive Negotiation Act (CCNA): For contracts awarded pursuant to the Consultants Competitive Negotiation Act (CCNA) and through request for qualifications the applicability of the local vendor preference is as follows:

The percentages reflect the amount of total project work, which shall be equated to the project dollars, assigned to the tier 1, tier 2 or tier 3 local vendor. The location of qualified entities shall be considered in determining the qualification for professional service governed by the Consultants Competitive Negotiation Act and through an RFQ process.

(j) Exemptions to tier 1, tier 2 and tier 3: The city will not count toward a proposer tier 1, tier 2 or tier 3 local vendor participation any portion or portions of the local vendor subcontractor's work that is subcontracted back to as follows:

(1) The proposer either directly, or through any other company or firm owned or controlled by the proposer.

(2) Any nonlocal business.

(3) A tier 1, tier 2 or tier 3 local vendor shall not be permitted to subcontract all or a majority of the sub-contractual portion of the work to another nonlocal business. A tier 1, tier 2 or tier 3 local vendor subcontractor shall be prohibited from engaging in a sub-contractual agreement with the intent of collecting a broker's fee or commission. A tier 1, tier 2 or tier 3 local vendor subcontractor shall also be prohibited from entering into a sub-contractual agreement with a firm whose employees perform none of the direct labor or service activities specified in the contract.

(4) Participation by a tier 1, tier 2 or tier 3 local business shall not be considered and the tier 1, tier 2 or tier 3 local vendor shall be disqualified if the owner of the tier 1, tier 2 or tier 3 enters into an agreement with a nonlocal business with the intent of securing employment with that nonlocal business during the course of performing a city contract.

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~~(k) Exceptions to applicability of local vendor preference:~~

~~(1) No tier 1, tier 2 or tier 3 local vendor preference will be included in any competitive solicitation where the city is the lead agency for the southeast Florida cooperative purchasing group.~~

~~(2) Utilization of a state or other agency contract.~~

~~(3) State or federal law prohibits the use of local preference.~~

~~(4) 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.~~

~~(5) Sole source or single source purchases.~~

~~(6) The tier 1, tier 2 or tier 3 local vendor is either non-responsive or non-responsible.~~

~~(7) All bids submitted exceed the budget amount for the project.~~

~~(8) Emergency purchases.~~

~~(9) The city manager and/or the commission may exempt any competitive solicitation from the local vendor preference.~~

~~(l) The city shall not enter into a contract with a business unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, a boycott, as defined in this chapter.~~

~~(1) The city commission may, in its sole discretion, elect to waive the requirements under section.~~

~~Sec. 23-7. Purchases over \$25,000.00.~~

~~The city manager shall have discretion to establish guidelines for purchases over \$25,000.00 but less than \$50,000.00.~~

Sec. 23-6. Local Vendor Preference.

(a) Except as otherwise prohibited by law, certain vendors will be afforded a local vendor preference as follows:

(1) A "local Hallandale Beach vendor" shall mean a vendor which has maintained a permanent place of business within the City for a minimum duration of one (1) year immediately prior to the due date of solicitation. The permanent place of business may not be a post office box.

(2) The business must have a current business tax receipt from the City of Hallandale Beach.

(3) Preference must be asserted. Any claim for Local Vendor preference must be asserted by the vendor at the time of submission of the bid or proposal.

(b) Invitation To Bid.

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(1) When a qualifying responsive and responsible, non-local business submits the lowest price bid, and the bid submitted by the local Hallandale Beach vendor is within five percent (5%) of that lowest price, the local Hallandale Beach vendor shall have an option to submit another bid to match the lowest responsive bid. If the local Hallandale Beach vendor submits a bid that matches the lowest responsive bid, then the award will go to the local Hallandale Beach vendor. If not, the award will be made to the vendor that submits the lowest responsive bid. This applies to ITB that includes Local Vendor Preference.

(2) If multiple local Hallandale Beach vendors submit bids that are within five percent (5%) of the lowest bid, then all local Hallandale Beach vendors will be asked to submit a "best and final offer (BAFO)." The award will be made to the local Hallandale Beach vendor submitting the lowest BAFO providing that the BAFO at least matches the lowest bid received in the original solicitation.

(c) Request For Proposals. When a qualifying responsive and responsible local Hallandale Beach vendor submits a proposal to a solicitation, the local Hallandale Beach vendor will be provided a total of five (5) points. This applies to RFPs that include Local Vendor Preference.

(d) Exceptions to applicability of local vendor preference. No local vendor preference will applied in the following situations:

(1) The City is the lead agency for the southeast Florida cooperative purchasing group.

(2) State or federal law prohibits the use of local preference.

(3) 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.

(4) The local vendor is either non-responsive or non-responsible.

(5) All bids submitted exceed the budget amount for the project.

(6) Emergency purchases.

(7) The city manager or City Commission has determined it is not in the best interest of the City to apply local vendor preference to a solicitation.

Sec. 23-7. Insurance and Security Requirements.

(a) The Risk Manager will determine the type and minimum limits of liability, worker's compensation, professional liability and other forms of insurance coverage that may be required for each type of purchase. The City shall be named as an additional insured for any required coverage.

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(b) Security (bid bonds). When the estimated cost of a construction contract is one hundred and fifty thousand dollars (\$150,000.00) or higher, or when otherwise deemed necessary by the city manager, security in the form of a bid bond issued by a surety company licensed to do business in the state or a cash bond in an amount equal to ten percent of the bid shall be prescribed in the public notices inviting bids, as otherwise permitted by law. When the city manager deems it necessary to require a bid bond for bids less than \$150,000.00, the bond shall be in an amount equal to five percent of the bid. A vendor shall forfeit a bid security upon a refusal or failure to execute the contract within 15 calendar days of the notice of award of contract, unless the city is solely responsible for the delay in executing the contract. The city commission may, upon the refusal or failure of the successful vendor to execute the contract, award the contract to the next lowest vendor. When eligibility for county, state or federal grants requires differing security bond requirements than those enacted in this section, the requirements of this section shall be waived in favor of the requirements of the grant.

(c) Performance and payment bonds. Unless otherwise prohibited by law, a performance bond and a payment bond, or a "contract bond" combining the elements of a performance and a payment bond, issued by a surety company licensed to do business in the state, may be required before entering into a contract, in an amount at least equal to the contract price or such higher amount as may be found reasonably necessary to protect the best interests of the city except, in limited circumstances, such as incremental services contracts. If such bond is required, the form and amount of the bond shall be described in the notice and/or documentation requested. The performance and payment bond is required to ensure the completion of a project in the event of contract breach or forfeiture by the contractor.

Sec. 23-8. Cancellations of competitive solicitations.

An invitation for bids, a request for proposals, or other solicitation may be canceled, and all responses rejected, by the City Manager when it is in the best interest of the city. The reasons therefore shall be documented in the procurement file.

Sec. 23-9. Award.

(a) Responsibility. Only vendors determined to be responsible shall be considered for award. The procurement department, in consultation with the department that will manage the project, shall issue a written determination of responsibility determining whether a

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751 vendor has demonstrated the capability, as determined by the city, in all respects to perform
752 fully the contract requirements, and the experience, capacity, facilities, equipment, credit,
753 integrity and reliability which will ensure good faith performance.

754
755 (b) Responsiveness. Only submissions responsive to the solicitation issued by the City
756 shall be considered for award. The response must conform in all material respects to a
757 solicitation. A bid or proposal must be submitted on the required forms, containing all
758 requested information, signatures, notarizations, insurance, bonding, security, or other
759 mandated requirements required by the bid documents at time of submission.

760
761 (c) In determining the lowest responsible bid or quotation, the following shall be
762 considered, in addition to price:

763
764 (1) The quality of commodities or services offered;

765 (2) The ability, capacity, and skill of the vendor to perform the contract or provide
766 the commodities or services required;

767 (3) Whether the vendor can perform the contract or provide the commodities or
768 services promptly, or within the time specified, without delay or interference;

769 (4) The sufficiency of the vendor's financial resources and the effect thereof on
770 the vendor's ability to perform the contract or provide the commodities or services;

771 (5) The character, integrity, reputation, judgment, experience, and efficiency of
772 the vendor;

773 (6) The quality of vendor's performance on previous orders or contracts for the
774 city;

775 (7) Litigation by the vendor on previous orders or contracts with the city;

776 (8) Compliance by the vendor with federal, state and local laws and ordinances
777 relating to the subject of the purchase or contract;

778 (9) The ability of the vendor to provide future maintenance and service where
779 such maintenance and service is essential;

780 (10) Internal cost of vendor's proposal, including any additional expenditure
781 required by the city to complete the project or purchase; and

782 (11) Life cycle costs, including costs of purchase, maintenance, and disposal, less
783 residual value over the expected life of the product.

784 (d) In the event the lowest, most responsive and responsible bid for a project exceeds
785 available funds, and the city commission does not make available additional funds, the city
786 manager is authorized, when time or economic considerations preclude re-solicitation of
787 bids, to negotiate an adjustment of the bid price as long as the scope of work is not
788 materially changed with the lowest, most responsive and responsible bidder, in order to
789 bring the bid within the amount of available funds. Final negotiations shall be in written form
790 as approved by the city manager.

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(e) The City Manager may award procurements within the delegated spending authority. All other procurements, except emergency procurements, require commission approval for award.

(f) If a bid or proposal other than the lowest and most responsive bid or proposal is considered the most advantageous to the City, the commission may award a contract where it finds waiver of the provisions of this chapter to be necessary in the best interests of the city.

Sec. 23-~~810~~. Exception to bid competitive solicitation requirements.

(a) Only ~~T~~the following situations are exempted from the competitive bid solicitation requirements of this article chapter:

~~(1) Emergency purchases. In urgent cases of compelling emergency which require the immediate purchase or repair of equipment, supplies or contractual services, the city manager is empowered to secure, by open market procedure at the lowest obtainable price, any equipment, supplies, repairs or services. The city manager shall place a notation on the agenda of the next regularly scheduled city commission meeting advising of the emergency purchase.~~

~~(2)(1) Professional Specialized services. Contracts for professional specialized services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, are exempt from the competitive bidding requirements of this article; however, a formal written contract, approved by the commission, shall be required for all such contracts in excess of \$25,000.00.00, and any applicable state law, such as the Consultant's Competitive Negotiation Act, shall be followed.~~

~~(3)(2) Sole Source and Noncompetitive supplies goods or services. Noncompetitive supplies, Goods or services available only from one source, such as unique, patented or franchised supplies, are exempt or those for which only a single source is able to perform a contract due to documented reasons-. The city manager is authorized to purchase and contract for noncompetitive supplies in excess of \$50,000.00, provided authorized funds are available in the annual budget and records of purchases exceeding \$50,000.00 are available for review in the procurement department.~~

~~(4)(3) No bid viable response received. Where no bid responsive response has been received was submitted by a responsible vendor after publication of a bid proposal competitive solicitation; however, such purchases in excess of \$50,000.00 require a formal, written contract approved by the city commission.~~

~~(5) Unique circumstances. Where the city commission finds unique circumstances to establish that competitive bidding is not in the best interest of the city; however, such purchases in excess of \$50,000.00 shall require a formal, written contract~~

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approved by the city commission. The city commission, upon request by the city manager, may waive the requirement for a formal written contract when such a contract would not be in the best interest of the city.

~~(6) Bids and contracts from other entities. The city manager is authorized to use competitive bids and formal contracts from other entities under the same limitations as described in section 23-8.~~

~~(7) Continuing services agreements. Individual purchases for professional services not exceeding \$75,000 made pursuant to continuing services agreements resulting from a publicly solicited request for proposals may be approved by the city manager.~~

(4) Best interest of city. Where the city commission declares by majority vote that the process of competitive solicitations is not in the best interest of the city and the reasons therefore, for example, if the City elects to conduct a limited time pilot to test the viability and impacts of a program, or ratification of expenditures made contrary to the requirements stated herein.

(5) Direct Purchase Tax Savings Program (DPTSP). The purchase of supplies or materials where such supplies or materials are being procured by the city as an owner direct purchase for incorporation into a city construction project, the contract for which was previously awarded by the city, which prior award included the cost of such supplies and materials. In such event, the City shall procure the supplies or materials in accordance with Florida Statutes and regulations related to owner direct purchases by governmental entities.

(6) Other exceptions. The following supplies and services may be procured without competition:

a. Servicing or warranty work on equipment by an authorized dealer or representative when work by another party would void a warranty or guaranty.

b. Purchase of additional extended warranties.

c. On-going maintenance and support of existing software/hardware and on-going maintenance, monitoring, and support of existing security software and hardware and alarm software and hardware.

d. Advertising in newspapers, periodicals and related publications, television, radio billboards, kiosks and/or other signage assets, professional organizations, trade shows and any other related media.

e. Commodities or services from other governmental entities, institutions of higher learning, not-for-profit organizations, or state sponsored institutions.

f. Freight, storage charges, and demurrage.

g. Regulatory or government licenses and permits.

h. Membership in professional, trade and other similar associations.

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-
- i. Shipping services, including postage, overnight delivery, and other courier services.
- j. Published books, manuals, maps, periodicals, films, technical pamphlets, and copyrighted educational aids.
- k. Real property and real estate transaction-related costs, including closing/processing fees, abstract of titles, and title insurance and services of professionals to assist in the identification, inspection, due diligence investigation and appraisal of properties for potential acquisition, and maintenance of the properties after acquisition or such other services as may be necessary.
- L. Services of visiting speakers, lecturers, training for staff for continuing education, and performing artists.
- m. Utilities, including water, wastewater, sewer, gas, electric, or other utilities as defined by law, or phone, cable or internet services.
- n. Works of art for public display.
- o. Persons or entities retained as expert consultants or private investigators and workplace investigators to assist the City in sensitive human resource or workplace matters.
- p. Entertainment and entertainment related expenses for city sponsored events.
- q. Travel on city business, including hotel accommodations and services.
- r. Purchase for services and facilities at hotels, motels, restaurants and similar facilities for city sponsored events.
- s. Insurance coverage for City property.
- t. Health/medical services offered to city employees involving examination, screening, diagnosis, treatment, prevention, or medical consultation. Examples include bootcamps and wellness events. This exception does not include annual employee benefit programs such as medical insurance.
- ~~(8) To the extent the provisions of this chapter conflict with procurement requirements of state law, the provisions of this chapter are waived, and the city shall abide by the requirement of state law.~~

~~Sec. 23-9. Cooperative purchasing.~~

~~The city manager may procure, without following formal contract procedure, all supplies, materials, equipment and services, except for those services described in subsection 23-8(2) which are cooperative purchases and shall have the authority to join with other units of government in cooperative purchasing plans or to purchase pursuant to formal written contracts or competitive bids of other governmental units, when the best interests of the city would be served.~~

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906 **Sec. 23-11. Emergency Purchases.**

907 (a) The City Manager may authorize the procurement of goods and services, without
908 competitive solicitation or commission approval, to address an unexpected and urgent need
909 where health and safety or the conservation of public resources is at risk, using such
910 competition as is practical under the circumstances, as follows:

911 (1) During a declared state of emergency.

912 (2) On a case by case basis. The documentation of the emergency conditions
913 related to that purchase and written approval of the City Manager must be
914 maintained in the procurement file. The City Manager will report to the City
915 Commission all such emergency procurements.

916 **Sec. 23-~~10~~12. Appropriations required.**

917 (a) No obligation for expenditures of city funds may be incurred except pursuant to, and
918 only to the extent of, a specific appropriation of funds in the budget. ~~This provision shall~~
919 ~~apply, without being limited to, any formal or informal contractual obligation for the~~
920 ~~purchase of lease supplies, services or equipment, and personal services.~~ No money
921 may be drawn from the treasury of the city nor may the appropriate city officials
922 execute any check, draft, warrant, note or other negotiable instrument, except pursuant
923 to, and only to the extent of, a specific appropriation of funds in the budget to be
924 debited for such payment. In the event that contracts are to extend over a period longer
925 than one year, and which are to be met from current receipts of the city, it shall be
926 lawful for the commission to make appropriation sufficient to answer the requirements
927 of any such contracts for only one year and the contract shall be legal and binding.
928 Future years shall be subject to the appropriation of funds.

929 ~~(b) No obligation for the expenditure of money, nor drawing of funds from the treasury, in~~
930 ~~excess of \$1,000.00 may occur unless there is a written certification from the finance~~
931 ~~director or his/her designee certifying that there exists an adequate unencumbered~~
932 ~~balance of appropriate and available funds.~~

933 ~~(c) The city manager, in a matter of public necessity, may incur obligations or expend~~
934 ~~funds, not in excess of \$50,000.00 without complying with this article or the~~
935 ~~requirements for public bidding, provided that he/she places the ratification of those~~
936 ~~expenditures on the first regularly scheduled commission meeting occurring after the~~
937 ~~incursion or expenditure. In an emergency involving urgent, and extreme matters of~~
938 ~~public health, safety or welfare, the city manager may exceed this monetary limitation,~~
939 ~~provided that, on the same business day that he/she takes such action, the city~~
940 ~~manager shall request that a special commission meeting be held at the earliest~~
941 ~~possible time, to ratify that action.~~

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942 **Sec. 23-~~41~~13. Appropriations for outstanding purchase orders.**

943 A duly authorized appropriation of any given fiscal year shall continue to be a valid
944 appropriation of a subsequent fiscal year, without appropriation or inclusion in the later
945 year's budget, providing that the expenditure pursuant to such appropriation has been
946 authorized by the city commission or a properly executed purchase order is outstanding at
947 the end of the fiscal year of the original appropriation. Authority to complete such purchase
948 and expenditure is granted; and if the expenditure is not completed after a reasonable time,
949 the city manager is authorized and directed to cancel and close out the unexpended
950 balance of the appropriation.

951 **Sec. 23-12. Procedures for purchases in excess of \$50,000.00.**

952 ~~Except as otherwise provided in this division, the purchase of commodities or services~~
953 ~~of an estimated value in excess of \$50,000.00 shall be approved by the city commission~~
954 ~~and may be by purchase order and/or other written contract with the vendor submitting the~~
955 ~~lowest responsible bid whose bid has been solicited, received and approved, pursuant to~~
956 ~~the following procedures:~~

957 ~~(1) *Advertisements. Notice inviting solicitations. Except of those solicitations that are*~~
958 ~~*required by statute to be advertised in a newspaper, notices inviting solicitations*~~
959 ~~*shall be published electronically. A general description of the commodities or*~~
960 ~~*services to be purchased, a statement of where the solicitation documents may be*~~
961 ~~*obtained, and the date, time and place of receipt is to be provided.*~~

962 ~~(2) *Security (bid bonds). When the estimated cost of a construction contract is one*~~
963 ~~*hundred and fifty thousand dollars (\$150,000.00) or higher, or when otherwise*~~
964 ~~*deemed necessary by the city manager, security in the form of a bid bond issued*~~
965 ~~*by a surety company licensed to do business in the state or a cash bond in an*~~
966 ~~*amount equal to ten percent of the bid shall be proscribed in the public notices*~~
967 ~~*inviting bids. When the city manager deems it necessary to require a bid bond for*~~
968 ~~*bids less than \$150,000.00, the bond shall be in an amount equal to five percent*~~
969 ~~*of the bid. A vendor shall forfeit a bid security upon a refusal or failure to execute*~~
970 ~~*the contract within 15 calendar days of the notice of award of contract, unless the*~~
971 ~~*city is solely responsible for the delay in executing the contract. The city*~~
972 ~~*commission may, upon the refusal or failure of the successful vendor to execute*~~
973 ~~*the contract, award the contract to the next lowest vendor. When eligibility for*~~
974 ~~*county, state or federal grants requires differing security bond requirements than*~~
975 ~~*those enacted in this section, the requirements of this section shall be waived in*~~
976 ~~*favor of the requirements of the grant.*~~

977 ~~(3) *Bid opening procedures. Sealed written bids shall be returned to the city and*~~
978 ~~*identified as bids on the envelope, together with other information as may be*~~
979 ~~*specified in the invitation to bid. Bids shall be opened in public on the date and at*~~
980 ~~*the time and place stated in the public notices as specified by Florida Statute.*~~

981 ~~(4) *Rejection of bids. The city commission may authorize the city manager to:*~~

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a. ~~Reject all bids; or~~

b. ~~Reject all *bids* and re-advertise for bids, pursuant to the procedure prescribed in this section.~~

~~(5) Performance and payment bonds. A performance bond and a payment bond, or a "contract bond" combining the elements of a performance and a payment bond, issued by a surety company licensed to do business in the state, may be required before entering into a contract, in an amount at least equal to the contract price or such higher amount as may be found reasonably necessary to protect the best interests of the city except, in limited circumstances, such as incremental services contracts or blanket purchase orders, where it has been determined by the department director that the potential liability resulting from the performance or payment under the contract is an amount less than the full contract price. If such bond is required, the form and amount of the bond shall be described in the notice inviting bids. Bonds required hereunder shall be subject to all other provisions of this section and this Code.~~

~~(6) Security in lieu of performance and payment bonds. In lieu of the bond required by this section, a contractor may file with the city an alternative form of security in the form of cash, money order, certified check, cashier's check, an irrevocable letter of credit, or security of a type listed in F.S. § 625.301 et seq. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required hereunder. The appropriate representative of the city as described in subsection (5) of this section shall make the determination of the value of the alternative form of security.~~

~~(7) Change orders. Any change in the contract price, scope of work or time for completion of any project following the award of a contract shall be by a written change order, approved by the city manager and executed with the same formalities as the contract. However, the city manager may approve and execute change orders without city commission approval subject to the following limitations:~~

~~a. The city manager may approve any change orders so long as the total sum of all change orders does not exceed the total amount awarded by the city commission by more than either ten percent of the contract cost or \$50,000.00, whichever is less. The scope of any project may not be changed without prior approval of the city commission. No increase in contract price shall be approved unless there are sufficient funds available for such purpose.~~

~~b. Contract price decreases may be approved without limitation.~~

~~c. No change order shall materially change the scope of the work unless approved by the city commission.~~

~~d. In the event the lowest, most responsive and responsible bid for a project exceeds available funds, and the city commission does not make available~~

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1023 ~~additional funds, the city manager is authorized, when time or economic~~
1024 ~~considerations preclude re-solicitation of bids, to negotiate an adjustment of~~
1025 ~~the bid price as long as the scope of work is not materially changed with the~~
1026 ~~lowest, most responsive and responsible bidder, in order to bring the bid~~
1027 ~~within the amount of available funds. Final negotiations shall be in written~~
1028 ~~form as approved by the city manager.~~

1029 ~~(8) **Demonstration of products.** All departments that engage firms in the~~
1030 ~~demonstration, inspection and/or testing of supplies or services for which no~~
1031 ~~formal solicitation has been advertised, must involve the procurement department~~
1032 ~~in the demonstrations and/or testing. Where there would be an eventual~~
1033 ~~solicitation for the products and/or services which have previously gone through a~~
1034 ~~demonstration and/or inspection, it must be made known at the pre-bid meeting for~~
1035 ~~the particular solicitation released.~~

1037 **Sec. 23-14. Other Procurement Requirements.**

1038 (a) Unless waived by the City Commission, the city shall not enter into a contract with a
1039 business unless the contract includes a representation that the business is not currently
1040 engaged in, and an agreement that the business will not engage in, a boycott. For the
1041 purposes of this paragraph, boycott means to blacklist, divest from, or otherwise refuse to
1042 deal with a nation or country, or to blacklist or otherwise refuse to deal with a person or
1043 entity when the action is based on race, color, national origin, religion, sex, gender identity,
1044 sexual orientation, marital or familial status, age, or disability in a discriminatory manner.
1045 The term boycott does not include a decision based upon business or economic reasons, or
1046 boycotts, embargoes, trade restrictions, or divestments that are specifically authorized or
1047 required by federal law or state law.

1048 (b) **Domestic Partnership Benefits.** Contractors with five or more employees
1049 contracting with the city, in an amount valued over the delegated spending authority
1050 amount, agree to provide equal benefits to employees' spouses or domestic partners and
1051 the children of employees and their spouses or domestic partners. The requirement will be
1052 included in solicitations.

1053 (1) As part of the competitive solicitation and procurement process a contractor
1054 seeking a contract shall certify by providing the domestic partnership certification
1055 form, that upon award of a contract it will provide benefits to domestic partners of its
1056 employees on the same basis as it provides benefits to employees' spouses. The
1057 domestic partnership certification form shall be signed by an authorized officer of the
1058 contractor and submitted with the solicitation response. Failure to provide the
1059 domestic partnership certification form shall result in a contractor being deemed non-
1060 responsive.

1061 (2) Exception and waiver. The provision of this section shall not apply where:

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- 1062 a. The contractor provides benefits neither to employees' spouses nor
1063 spouse's dependents.
- 1064 b. The contractor is a religious organization, association, society or any
1065 non-profit charitable or educational institution or organization operated,
1066 supervised or controlled by or in conjunction with a religious organization,
1067 association or society.
- 1068 c. The contractor is a governmental entity.
- 1069 d. The contract is for the sale or lease of property.
- 1070 e. The covered contract is necessary to respond to an emergency.
- 1071 f. The provision of this section would violate grant requirements, the
1072 laws, rules or regulations of federal or state law.
- 1073 g. The city commission waives compliance of this section in the best
1074 interests of the city, including but not limited to, the following circumstances:
- 1075 i. Where only one solicitation response is received.
- 1076 ii. Where more than one solicitation response is received, but the
1077 solicitation demonstrates that none of the proposed solicitations can
1078 comply with the requirements of this section.
- 1079 (3) For the purposes of this section, a domestic partner shall mean any two
1080 adults of the same or opposite sex, who have registered as domestic partners with
1081 the county pursuant to state or local law authorizing such registration, or with an
1082 internal registry maintained by the employer of at least one of the domestic partners.
1083 A contractor may institute an internal registry to allow for the provision of equal
1084 benefits to employees with a domestic partner who does not register their
1085 partnerships pursuant to a governmental body authorizing such registration, or who
1086 are located in a jurisdiction where no such governmental domestic partnership
1087 registry exists. A contractor that institutes such registry shall not impose criteria for
1088 registration that are more stringent than those required for domestic partnership
1089 registration by the county.

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1091 **Sec. 23-15. Contracts; Authority to Terminate.**

1092 (a) Except as otherwise prescribed by law, any type of written contract that will promote
1093 the best interests of the city may be used, provided that the use of a cost-plus-a-
1094 percentage-of-cost is prohibited. This section expressly allows contracts for construction
1095 management services, design build contracts, and continuation contracts based on unit
1096 prices.

1097 (b) Unless otherwise authorized by the city manager, no work shall be commenced, nor
1098 any supplies delivered, under any city contract until all conditions precedent as specified in
1099 the contract documents have been met, including, but not limited to:

1100 (1) The contract has been duly executed by the city; and

1101 (2) The contractor has furnished, where required, certificates of insurance and
1102 endorsements, bid security, performance bonds and payment bonds.

1103 (c) Every contract, unless otherwise exempt, shall contain language that obligates the
1104 contractor to comply with the applicable provisions of this section. The contract shall include
1105 provisions for the following:

1106 (1) The contractor certifies and represents that it will comply with this
1107 section during the entire term of the contract.

1108 (2) The failure of the contractor to comply with this section shall be
1109 deemed to be a material breach of the contract, entitling the city to pursue
1110 any remedy stated below or any remedy provided under applicable law.

1111 (3) The city may terminate the contract if the contractor fails to comply
1112 with this section.

1113 (4) The city may retain all monies due or to become due until the
1114 contractor complies with this section.

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(d) The City Manager shall have authority to initiate the termination of a contract pursuant to its terms. Termination of agreements in excess of \$200,000 shall require commission ratification within thirty (30) days of the notice of termination. Notwithstanding the requirement for commission ratification, a vendor that has received a notice of termination from the City Manager shall cease work in accordance with the terms of the contract.

Sec. 23-16. Change Orders.

(a) Any change in the contract price, scope of work or time for completion of any project purchase following the award of a contract shall be by a written change order, approved and executed with the same formalities as the contract. However, the city manager may approve and execute change orders without city commission approval subject to the following limitations:

(1) The city manager may approve any change orders so long as the total sum of all change orders does not exceed the total amount awarded by the city commission by more than either ten percent of the contract cost or the delegated spending authority amount, whichever is less. The scope of any project may not be changed without prior approval of the city commission. No increase in contract price shall be approved unless there are sufficient funds available for such purpose.

(2) Contract price decreases may be approved without limitation.

(3) No change order shall materially change the scope of the work unless approved by the city commission.

Sec. 23-~~13~~17. Protests procedures.

Any party may present a written protest about the award of a contract as a result of an RFP, RFQ or bid to the director of procurement. Emergency procurements, purchases for goods, supplies, equipment, and services, the estimated cost of which does not exceed ~~\$50,000.00~~ the delegated spending authority amount are not subject to protests.

(1) *Time for protest.* The submission of a protest about the award of a contract, as a result of an RFP, RFQ or bid, to the director of procurement must be made no later than ~~ten~~ five (5) calendar days of approval of notice of award.

(2) *Form and content of protest.* The protest shall be filed in writing with the director of procurement and shall state the contested information about the RFP, RFQ or bid.

The procurement director will provide a copy of the written protest to the city attorney and other appropriate city staff.

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- (3) *Protest filing fee.* The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than ~~\$5,000.00~~\$10,000. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the director of procurement, the filing fee shall be refunded to the protestor less any costs assessed under subsection (4), costs, below.
- (4) *Costs.* All costs accrued from a protest shall be assumed by the protestor.
- (5) *Authority to resolve protests.* The procurement director shall have the authority, subject to the approval of the city manager and the city attorney, to settle and resolve any written protest within 30 days after receipt of the written protest.
- (6) *Special magistrate.* In the event the protest is not resolved by the procurement director, a hearing shall be scheduled by the city before a special magistrate selected by the city, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the procurement director's finding are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two hours per side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

Sec. 23- 18. Requirement of Good Faith; Ethics.

(a) This chapter requires all parties involved in the negotiation, performance, or administration of city contracts to act in good faith.

(b) All purchases must be made in accordance with all applicable city policies and procedures.

(1) Unauthorized purchasing practices. An unauthorized purchase occurs when any employee of the city orders, contracts for, or buys any materials or supplies outside the purview of the city charter and/or this code of ordinances or any other city policies and procedures. Any individual making an unauthorized purchase may be subject to disciplinary actions as appropriate, which may include termination and/or prosecution. The following are unauthorized purchasing practices:

a. Artificially dividing purchases into multiple segments resulting in single orders below the dollar threshold requirements as established herein and through administrative policies and standard operating procedures (also known as "stringing" or "splitting purchases") is prohibited.

b. Purchasing any supplies or services above the thresholds delineated herein and through administrative policies and standard operating procedures directly from a vendor, bypassing the Procurement process and procedures.

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- 1187 c. Committing to a purchase without issuance of an authorized purchase
1188 order, when one is required.
- 1189 d. Providing false information including without limitation false quotations.
- 1190 e. Adding unauthorized purchases to previously approved purchase
1191 orders without approval of the appropriate approval authority and subsequent
1192 modification of the purchase order.

1193 (c) Lobbyist regulations. All persons, firms, organizations and corporations seeking to
1194 contract with the city for goods and services must submit a completed and notarized
1195 lobbyist registration form/oath to the city clerk's office prior to contacting a member or
1196 members of the city commission regarding the city procurement. The lobbyist registration
1197 must disclose each party, person, principal, and/or client represented on city matters.

1198 **Sec. 23-~~14~~19. Cone of silence.**

1199 (a) *Purpose.* A cone of silence shall be applicable to all ~~requests for proposal (RFP's),~~
1200 ~~invitations to bid (ITB), RFLI, ITB's, RFQ's~~ or any other advertised solicitations for the
1201 provision of goods and services, ~~professional services, and public works or~~
1202 ~~improvements for amounts greater than \$50,000.00,~~ unless otherwise exempted in this
1203 section.

1204 (b) *Definition.* The term "cone of silence" means a prohibition on:

- 1205 (1) Any communication regarding a particular ~~RFP, RFQ, ITB, RFLI, or any other~~
1206 advertised solicitation between a potential ~~proposer, offeror, respondent, bidder,~~
1207 ~~lobbyist or consultant~~ vendor and the city's staff including, but not limited to, the
1208 city manager ~~and his/her staff~~;
- 1209 (2) Any communication regarding a particular ~~RFP, RFQ, RFLI, ITB or any other~~
1210 advertised solicitation between a potential ~~proposer, offeror, respondent, bidder,~~
1211 ~~lobbyist, or consultant~~ vendor and any member of the selection/evaluation
1212 committee therefor;
- 1213 (3) Any communication regarding a particular ~~RFP, RFQ, RFLI, ITB or any other~~
1214 advertised solicitation between a potential ~~proposer, offeror, respondent, bidder,~~
1215 ~~lobbyist, or consultant~~ vendor and the mayor and city commission and their
1216 respective staff.

1217 (c) *Exemptions.* Notwithstanding the foregoing, the cone of silence shall not apply to:

- 1218 (1) Communications between a potential ~~proposer, offeror, respondent, bidder,~~
1219 ~~consultant~~ vendor and city purchasing staff, prior to bid opening date or receipt of
1220 proposals, provided the communication is limited strictly to matters of process or
1221 procedure already contained in the corresponding solicitation document;
- 1222 (2) Duly noticed pre-bid/proposal conferences and site inspections;
- 1223 (3) Duly noticed site visits to determine the competency of bidders/proposers
1224 regarding a particular solicitation during the time period between the opening of

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- 1225 bids/receipt of proposals and the time the city manager presents his/her written
1226 recommendation to city commission;
- 1227 ~~(4) Emergency procurements;~~
- 1228 ~~(54)~~ Communications with the city attorney;
- 1229 ~~(6) Sole source procurements;~~
- 1230 ~~(7) Those purchases that are exempted from competitive requirements in accordance~~
1231 ~~with section 23-8.~~
- 1232 ~~(8) Bid waivers;~~
- 1233 ~~(95)~~ Oral presentations before selection/evaluation committees and communications
1234 occurring during duly noticed meetings of selection/evaluation committees;
- 1235 ~~(106)~~ Public presentations made to the city commission and communications
1236 occurring during any duly noticed public meeting;
- 1237 ~~(117)~~ Communications in connection with the collection of industry comments or the
1238 performance of market research regarding a particular ~~RFP, RFQ, RFLI, ITB or~~
1239 ~~any other~~ advertised solicitation by the purchasing procurement staff;
- 1240 ~~(128)~~ Contract negotiations that occur after an award prior to bringing the
1241 recommendation of award of contract to the city commission; and
- 1242 ~~(13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other~~
1243 ~~advertised solicitation between the city manager and his/her staff and the mayor~~
1244 ~~and city commission and their staff, following the evaluation process, to discuss~~
1245 ~~the documents released by the city as well as documents received from~~
1246 ~~responders. The city manager shall make available to the mayor and the city~~
1247 ~~commission all documents reviewed by the evaluation committee for the top three~~
1248 ~~ranked responders.~~
- 1249 (d) *Procedure.*
- 1250 (1) *Imposition.* A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or
1251 any other advertised solicitation when the solicitation is advertised. At the time of
1252 imposition of the cone of silence, the city manager or his/her designee shall issue
1253 a notice thereof to the affected department, the city clerk, mayor and city
1254 commission and shall include in any advertised solicitation a statement disclosing
1255 that the solicitation is subject to the cone of silence.
- 1256 (2) *Termination; city commission awarding authority.* Except as otherwise provided
1257 herein, the cone of silence shall terminate at the date and time of the city
1258 commission meeting where the award will be made; provided, however, that if the
1259 city commission defers the matter to a future date, the cone of silence shall be re-
1260 imposed until such time as the matter is brought back before the city commission
1261 for further deliberation. In the event the city commission decides to reject all bids,
1262 then the cone of silence shall be lifted.

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~~(3) City manager awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the time the originating department issues a written recommendation to the city manager; provided, however, that if the city manager refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the city manager issues a recommendation for award pending the bid protest period.~~

- (e) *Penalties.* Violation of the cone of silence by a particular bidder or proposer shall render the award to said ~~bidder or proposer~~ vendor voidable by the city commission. A violation of this section by a particular bidder, proposer, offeror, respondent, lobbyist or consultant shall subject said bidder, proposer, offeror, respondent, lobbyist or consultant to \$500.00 fine per violation and debarment. City employees determined to be in violation of this provision shall be subject to disciplinary action. Additionally, any person who has personal knowledge of a violation of this section must promptly report such violation to the city manager.

Sec. 23-16. Public Private Partnerships.

(a) The City hereby adopts F.S. § 255.065, "Public-private partnerships", and expressly incorporates it as by reference into the City procurement ordinance, as such may be modified.

(b) Per F.S. § 255.065, the City does not waive the requirements of F.S. §287.055 for projects where this ordinance applies.

ARTICLE II. DESIGN-BUILD PROCUREMENT METHOD

Sec. 23-1517. Definitions.m

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Consultants' Competitive Negotiation Act (CCNA)* means F.S. § 287.055, as periodically amended.~~

~~*Design-build contract* means a single contract with a design-build firm for the design and construction of a public construction project.~~

~~*Design-build firm* means a partnership, corporation, or other legal entity that:~~

- ~~(1) Is certified under F.S. § 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or~~

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(2) ~~Is certified under F.S. § 471.023 to practice or to offer to practice engineering; certified under F.S. § 481.219 to practice or to offer to practice architecture; or certified under F.S. § 481.319 to practice or to offer to practice landscape architecture.~~

~~Design criteria package means performance oriented drawings or specifications of the public construction project. The design criteria package shall furnish sufficient information to permit design-build firms to prepare a bid or a response to the city's request for proposal, or to permit the city to enter into a negotiated design-build contract. The design criteria package shall specify performance based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layout and conceptual design criteria for the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.~~

~~Design criteria professional means a firm which holds a current certificate or registration under F.S. ch. 481 to practice architecture or landscape architecture or a firm which holds a current certificate as a registered engineer under F.S. ch. 471 to practice engineering and who is employed by or under contract by the city to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.~~

Sec. 23-1618. Use of design-build contracts.

~~(a) Competitive proposal selection process. The competitive proposal selection process involves a three-phase design-build process.~~

~~(1) Design criteria package.~~

~~a. All design-build projects require a design criteria package.~~

~~b. The design criteria package shall be prepared and sealed by a design criteria professional, employed by or retained by the city.~~

~~c. Should the city elect to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted in accordance with the requirements of sections (4) and (5) of the Consultants' Competitive Negotiation Act.~~

~~d. A design criteria professional who has been selected to prepare the design criteria package shall be ineligible to render services under a design-build contract executed pursuant to the design criteria package.~~

~~(2) Public announcement. The city shall publicly announce in a uniform and consistent manner, the fact that design criteria professional services and design-build services are required, except in cases of valid public emergency as declared by~~

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the city manager. The announcement shall include a general description of the project, procedures for obtaining the request for proposals, and the time within which interested design criteria professionals and design-build firms may submit proposals.

~~(3) Design-build firm selection.~~

a. The qualification and selection of at least three design-build firms shall be made based on qualifications, availability, and past work of the firms, including the partners or members of such firms.

b. The city manager shall select three firms submitting the best proposals and shall present the proposals to the city commission.

c. The city commission shall make the final selection of the design-build firm for the public construction project based on qualifications, availability, experience and related factors of the three firms.

d. The city manager is authorized to develop additional procedures for use of the competitive proposal selection process for design-build contracts by the city.

~~(b) (1) Qualifications-based selection process. The qualifications-based selection (QBS) is a two-phase, simplified procurement process not requiring the creation and submission of a design criteria package.~~

~~(2) Design-build firm selection.~~

a. If the city uses the qualifications-based selection (QBS) method, the city shall employ or retain a licensed design professional appropriate to the project to serve as its representative.

b. The QBS method shall include the qualification and selection of at least design-build firms, based on the qualifications, availability, past work of the firms including partners or members of such firms.

c. The selection of at least three firms shall be made by the city manager and presented to the city commission for final approval of one firm.

~~(3) Public announcement. The city shall publicly announce in a uniform and consistent manner, the fact that the design criteria professional services and design-build services are required, except in cases of valid public emergency as declared by the city. The announcement shall include a general description of the project, procedures for obtaining the request for proposals, and the time within which interested design criteria professionals and design-build firms may submit proposals.~~

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Sec. 23-1719. Method of project selection and participation.

~~(a) Prior to the implementation of each proposed construction project, the city commission may determine which construction method to use based on the nature of the project and the city's needs and capabilities. The city commission may reject both design-build methods contained in this article and instead implement the traditional design-bid-build method of contracting.~~

~~(b) Prior to the implementation of each proposed construction project, the city commission shall also determine whether to use staff or retain an outside design criteria professional.~~

~~(c) All final agreements pursuant to this article shall be subject to the approval of the city commission following recommendations made by the city manager. The city commission reserves the right to reject all proposals.~~

~~(d) In the case of a public emergency presenting certain conditions that might adversely affect the life, safety, health or welfare of the residents of the city, or when city employees, property or equipment are endangered, or when it is necessary to maintain or restore vital services, to address noncompliance with state statutes or other regulatory laws and permits or situations which may cause major financial impact to the city should immediate action not be taken, the city manager is authorized to negotiate with the best design-build firm available at the time, and award a design-build contract. The emergency design-build contract shall be presented to the city commission for ratification at the next scheduled commission meeting.~~

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