



# Procurement POLICY

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approved October 8, 2025  
by City Commission

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**Procurement Division**

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## **FORWARD**

The City of Winter Park recognizes that effective procurement practices are essential to the delivery of quality public services and the responsible stewardship of taxpayer resources. To that end, this Procurement Policy is adopted by the City Commission to establish a uniform system for the acquisition of goods, services, equipment, and construction.

The purpose of this Policy is to ensure that all procurement activities are conducted in a fair, transparent, and competitive manner that upholds public trust, promotes fiscal responsibility, and secures the best overall value for the City. This Policy is designed to safeguard the integrity of the procurement process, encourage full and open competition, and provide clear direction to City officials, employees, and vendors.

The Procurement Division, under the leadership of the Procurement Manager, shall serve as the central authority responsible for administering and enforcing this Policy. All City departments and divisions are required to comply with the provisions herein when procuring goods and services on behalf of the City.

This Procurement Policy supersedes all previously adopted procurement policies and shall remain in effect until amended or repealed by action of the City Commission.



### MISSION

The Procurement Division oversees the City's procurement program through the strategic use of a wide range of purchasing and contracting methods. This includes issuing solicitations, conducting negotiations, and awarding contracts for all types of goods and services, construction, and architectural and engineering services. Our mission is to deliver timely and effective customer service consistent with sound public procurement principles. In addition to establishing a uniform system for procurement, this policy commits to safeguarding the integrity of the procurement process and identifying resources to provide the highest quality of goods and services to better serve the community.

### 1.1 RESPONSIBILITIES AND FUNCTIONS

The Procurement Division is responsible for establishing, implementing, and administering the City's Procurement Program. Core functions include issuing solicitations, awarding contracts, performing contract administration, ensuring fair and equitable treatment of vendors, consolidating purchases to maximize savings, and securing fair pricing for goods and services. The Division also identifies cost-saving opportunities and coordinates purchasing and contracting procedures for the City of Winter Park.

Subject to this Policy, the Procurement Manager shall serve as the principal procurement officer for all goods and services required by the City. Procurement efforts conducted outside of these procedures, or the Procurement Ordinance, will not be supported by the Procurement Division.

All changes to this Policy require City Commission approval. This Policy supersedes all previously adopted procurement policies.

**No other purchasing and contracting efforts or organizations formed outside of this Policy and/or Procedure Manual will be supported by the Procurement Division.**

#### 1.1.1 Specific responsibilities, duties, and functions of the Procurement Division include:

**A. Policies and Procedures**

Develop and implement procurement objectives, policies, programs, and procedures for the acquisition of all materials, supplies, equipment, and services.

**B. Representation**

Serve as the City's representative on all procurement matters.

**C. Specifications/Scopes of Work**

Assist departments in developing specifications and scopes of work or services for inclusion in Invitations for Bids (IFBs), Requests for Proposals (RFPs), Requests for Quotations/Qualifications (RFQs), and Invitation to Negotiate (ITNs).

**D. Consolidation of Requirements**

Consolidate requisitions and purchases of similar items across departments to maximize cost savings, including bulk purchasing where feasible.

**E. Standardization**

Collaborate with departments to establish standard specifications and equipment within a competitive environment.

**F. Vendor Relations**

Promote positive vendor relationships, encourage open competition, and ensure fair and equitable business practices.

**G. Budget**

Prepare, submit, and manage the annual operating budget for the Procurement Division.

**H. P-Card Program**

Maintain a P-Card program designed to improve efficiency in processing purchases from vendors that accept credit cards.

**I. Procurement Analysis**

Monitor market trends, pricing, and procurement innovations, and leverage research and best practices from other governmental and professional organizations.

**J. Procedures Manual**

Maintain a Procurement Procedures Manual to provide operational guidance for City staff.

**K. Vendor Suspension and Debarment**

Identify vendors who default on contracts and take suspension or debarment action as appropriate, unless expressly waived by the City Commission.

**L. Contract Management**

Manage contracts throughout their lifecycle to ensure compliance, fairness, and value to the City.

**1.2 OBJECTIVES/APPLICATION**

This Policy applies to all City contracts for procurement of goods and services, including amendments, extensions, and renewals, whether solicited or unsolicited, that are entered into after the effective date of this Policy.

Nothing in this Policy is intended to prevent the City from complying with the terms and conditions of any grant, gift, bequest, or loan, or any cooperative agreement with any local, state, or federal agency. If the provisions of the Policy or the Procurement Procedures Manual conflict with such terms and conditions, those terms and conditions shall take precedence.

In the event of a conflict between this Policy and statutory bidding requirements expressly applicable to municipalities, the statutory bidding requirements shall govern to the extent of the conflict.

**1.3 CHANGES IN LAWS AND REGULATIONS**

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

**1.4 SEVERABILITY**

If any section of this Policy, or any application thereof, to any person or circumstance is held invalid, such invalidity shall not affect other sections or applications of this Policy, which can be given effect without the invalid section or application. To this end, the sections or applications of this Policy are declared to be severable.



### 1.5 CONFIDENTIAL INFORMATION

Confidential information shall be administered in accordance with the Public Records Act, Chapter 119, Florida Statutes, as amended.

### 1.6 GOVERNING RULES/GUIDELINES

The terms and provision of this Procurement Policy shall be deemed by operation of law to be a part of the terms and conditions of each procurement, purchase order and contract involving the City of Winter Park as a part, except to the extent that an authorized official has expressly provided for a written exception to one or more of the requirements provided for in the Procurement Policy with respect to a particular procurement, purchase order or contract.

All City departments/divisions shall be in accordance with this Procurement Policy unless otherwise governed by a specific policy.

**Important Note:** No item or service may be ordered, received, or paid for without a valid Purchase Order, Emergency Purchase Order, or authorized Purchasing Card transaction.

Unless otherwise required by law or expressly exempted, contracts for goods and services shall not exceed an initial term of three (3) years. Renewal clauses may extend the term up to two (2) additional one-year periods.

All purchases and contracts must be properly financed and budgeted. The practice of dividing or splitting purchases of similar goods or services into multiple transactions to avoid competitive requirements, approval limits, or authorized thresholds is strictly prohibited.

In the event of any ambiguity, conflict, or inconsistency in the interpretation or application of this Procurement Policy, the provisions of the City of Winter Park Procurement Procedures Manual shall govern and control.

**End of Section**



## DEFINITIONS

Wherever used in this Policy or the Procurement Procedures Manual, the following terms have the meanings indicated, which are applicable to both the singular and plural thereof and all genders:

- A. *Agency*:** A state agency, a municipality, a political subdivision, a school district, or a school board.
- B. *Best Value*:** The highest overall value based on factors that include, but are not limited to, price, quality, design, time, and workmanship.
- C. *Bid*:** A formal written price offer from a vendor to furnish the City with goods, products, or services.
- D. *Consultants' Competitive Negotiations Act (CCNA)*:** Section 287.055 of the Florida Statutes, as may be amended from time to time, governing the procurement of architectural, engineering, landscape architecture, and registered surveying and mapping services.
- E. *Contractor*:** Any person or entity (including officers, directors, executives, and shareholders who are active in the management of a person or entity) who bids or applies to bid on any work of the City, or who provides (or solicits to provide) goods or professional services to the City. For purposes of this Policy, Contractor and Vendor may be used interchangeably.
- F. *Contractual Services*:** The rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations, consultations, accounting, security, management systems, management consulting, educational training programs, research and development studies or reports, and technical and social services. Contractual Services does not include any contract for furnishing services, labor, or materials for the construction, renovation, repair, modification, or demolition of any roadway or bridge, building, portion of building, utility, or structure.
- G. *Cooperative Purchasing*:** Procurement conducted by or on behalf of more than one public procurement unit or agency.
- H. *Demand Contract*:** A contract under which a contractor/vendor agrees to provide goods or services on a demand basis.
- I. *Emergency*:** A reasonably unforeseen breakdown in machinery, damage, destruction or obstruction of machinery or roadway or any property owned or operated by the City; a threatened termination of an essential service; the development of a dangerous condition; the development of a circumstance causing the stoppage or slowdown of an essential service; a threat to the public health, welfare or safety; or the opportunity to secure significant financial gain, or avoid substantial financial loss, through immediate or timely action.
- J. *Exempt Purchase*:** Procurement of commodities or contractual services exempted by law or rule from the requirements for competitive solicitation, including, but not limited to, purchases from a single source, purchases upon receipt of less than two responsive bids, proposals, or replies.
- K. *Firm*:** Any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.



- L. *Invitation for Bid (IFB)*:** A written or electronically posted solicitation for competitive sealed bids.
- M. *Invitation to Negotiate (ITN)*:** A written or electronically posted solicitation for competitive sealed replies to select one or more vendors to commence negotiations for the procurement of commodities or contractual services.
- N. *Letters of Interest (LOI)*:** A non-binding written communication submitted by a vendor, expressing interest in a potential procurement opportunity. This does not constitute a formal procurement process and does not create any contractual obligation on the part of the City, and is used solely for informational and planning purposes within the procurement process.
- O. *Minor Irregularity*:** A variation from the solicitation procedure that does not affect the price of the contract, does not give an offeror an advantage or benefit not enjoyed by other offerors, or does not adversely impact the interests of the contracting party.
- P. *Procurement*:** Buying, purchasing, renting, leasing, or otherwise acquiring any goods or services for public purposes in accordance with the law, rules, regulations, and procedures intended to provide for the economic expenditure of public funds. It includes, but is not limited to, all functions which pertain to the obtaining of any supplies, materials, equipment, and/or services, including Contractual Service, Design Professional Services, and Professional Services, construction projects, and capital improvement projects required by the City, regardless of the source of funds.
- Q. *Professional Services*:** The value of services is substantially measured by the firm's professional competence and not susceptible to realistic evaluation/assessment by cost of services alone. Professional Services shall include, but are not limited to, services customarily rendered by attorneys, certified public accountants, insurance, financial, personnel, public relations firms, legislative advisors, systems, planning, and management advisors. For purposes of this Policy, Professional Services shall not include services customarily rendered by architects, landscape architects, professional engineers, and registered surveyors and mappers.
- R. *Respondent*:** An individual, company, or organization that submits a formal response to a solicitation.
- S. *A/E (Architect or Engineer) Professional Services*:** Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with their professional employment or practice.
- T. *Renewal*:** Contracting with the same contractor for an additional contract period after the initial contract period, only if pursuant to contract terms specifically providing for such renewal.
- U. *Request for Information (RFI)*:** An agency's written or electronically posted request to vendors for information concerning commodities or contractual services. Responses to these requests are not offers and may not be accepted by the agency to form a binding contract.
- V. *Request for Proposal (RFP)*:** A written or electronically posted solicitation for competitive sealed proposals.
- W. *Request for Qualification (RFQ)*:** Used to obtain statements of qualification of potential development teams or consultants.
- X. *Request for Quote (RQ)*:** A small order amount procurement method.



- Y.** *Responsive Bid/Proposal/Reply:* A bid, proposal, or reply submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- Z.** *Responsible Vendor:* A vendor that has submitted a bid, proposal, or reply that conforms in all material aspects to the solicitation.
- AA.** *SaaS:* A cloud-based software delivery model in which the City licenses access to an application for a recurring fee, while the vendor retains responsibility for hosting, maintenance, security, and updates.
- BB.** *Sole Source:* A procurement in which only one Vendor is capable of supplying the goods or services, and one is selected for substantial reasons, eliminating the competitive bidding process.
- CC.** *Standardization:* The adoption of a single product or group of products to be used by different organizations or all parts of one organization.
- DD.** *Vendor:* See "Contractor".

**End of Section**



### 3.1 PROCUREMENT THRESHOLDS

#### 3.1.1 CATEGORIES

The following procurement thresholds are hereby established. All procurements covered by this Policy shall not be divided into more than one purchase order, project, or contract solely to avoid the process required by these levels (e.g., similar commodities or services). Additionally, quotes received that would result in a purchase at a higher Procurement Threshold than originally estimated shall be discarded, and the process shall begin again according to the requirements of the higher level. The procurement process for each level is detailed in the Procurement Procedures Manual.

##### **CATEGORY ONE: PURCHASES UP TO \$3,000**

Purchases in this category may be procured from any available sources without seeking competitive pricing, although competition shall be used to the maximum extent practical. The user department may secure the necessary pricing independently or request assistance from the Procurement Division.

##### **CATEGORY TWO: PURCHASES OF \$3,000.01 TO \$25,000**

Purchases in this category require two written quotes.

##### **CATEGORY THREE: PURCHASES OF \$25,000.01 TO \$75,000**

Purchases in this category require three written quotes.

**Note:** *Quotes solicited at the Department/Division level shall not exceed \$75,000 unless a Sole Source or time-sensitive emergency applies. The Procurement Division reserves the right to solicit or re-solicit all informal requirements to ensure selections are in the City's best interest.*

##### **CATEGORY FOUR: PURCHASES OF \$75,000.01 TO \$100,000**

Except in the case of an emergency, purchases in this category shall follow either the competitive sealed bid or competitive sealed proposal process as determined by the Procurement Manager. City Manager approval is required for the award of any subsequent contract resulting from the procurement.

##### **CATEGORY FIVE: PURCHASES OF >\$100,000**

Except in the case of an emergency, purchases in this category shall follow either the competitive sealed bid or competitive sealed proposal process as determined by the Procurement Manager. City Commission approval is required for the award of any subsequent contract resulting from the procurement.

The Procurement Manager may recommend to the City Commission, City Manager, or designee to waive the formal bidding procedures when deemed most advantageous to the City.

The responsibility for administering all procurement activities covered by this Policy is vested in the Procurement Division, which shall, at all times and in all situations, follow the requirements set forth in the Procurement Policy and Procedures Manual. Should a procurement issue arise that is not covered by this Policy or the Procedure Manual, the Procurement Manager shall resolve the issue to the best of their ability, in a manner that is consistent with the purpose and intent of this Policy and in the best interests of the City.



The Procurement Procedures Manual shall be reviewed annually and revised as necessary to reflect the City's current business needs.

The City Manager is authorized to approve revisions to the Procedures Manual unless the revisions result in, or require, a revision to the Procurement Policy. If such is the case, prior Commission approval of the revisions to the Policy will be required before the revisions to the Procedures Manual can be implemented.

### 3.2 RESPONSIBILITIES

Specific responsibilities and functions of the Procurement Division include:

- A.** Developing procurement objectives, policies, and procedures to purchase and contract for all materials, supplies, equipment, and services, including construction, maintenance, architectural, engineering, and other professional and contractual services required by the City.
- B.** Working with other City departments to establish standardization of materials, supplies, equipment, and services where practical within a competitive environment.
- C.** Promote and maintain goodwill between the City and its vendors, suppliers, and contractors, encouraging full and open competition wherever possible, assuming fair and equitable business dealings with all vendors and contractors, and providing equal opportunity to quote and compete in public bidding.
- D.** Ensuring that all purchases are made in compliance with the applicable statutes, rules, regulations, and policies.
- E.** Handling complaints and warranties regarding purchases and negotiating the return of merchandise and/or other settlements.
- F.** Training city personnel regarding procurement and contract procedures as needed.
- G.** Managing the Policy and operational procedures for the Purchasing Card (P-Card) Program.
- H.** Monitor and maintain Local Preference Policy.
- I.** Monitor and maintain Travel Policy.
- J.** Monitor and maintain Contract Administration Policy.
- K.** Monitor and Maintain Vendor Ethics Policy.
- L.** Sell, trade, or otherwise dispose of all obsolete and/or surplus materials.

Notwithstanding anything in this Policy to the contrary, in connection with any procurement by the City of services related to a potential capital markets transaction to which the City may be a part, including, without limitation, the issuance of bonds or other debt instruments or the entry by the City into derivative financial arrangements, the City Manager may direct, as they deem it to be in the best interests of the City, that the City procure such services in a manner customarily employed by state and other local governmental entities.

The City Manager shall ensure that any such alternate means of procurement are done fairly, objectively, and competitively as practicable under the circumstances. Services that may be procured by such alternate means include, without limitation, credit enhancement or reserve sureties and other similar services.



### **3.3 APPROVAL AUTHORITY**

#### **3.3.1 CITY COMMISSION**

The City Commission has the right to award all Commodities, Services, Construction, Agreements, and/or Contracts except as otherwise provided in this Policy. Except for emergency purchases, all Commodities, Services, Agreements, and/or Contract awards exceeding one hundred thousand dollars (\$100,000) shall be approved by the City Commission prior to execution, unless otherwise provided by City Commission action. Said amount shall be established based on the entire compensation amount annually during the term of the contract. The Mayor (or Vice Mayor in the Mayor's absence) or City Manager shall each have the authority to execute, on behalf of the City, contracts approved by the City Commission. Once approved by the City Commission, the City Manager shall have authority to execute any amendments and/or renewals that do not increase the annual amount or contract price as approved by the City Commission.

To the extent permitted by law, the City Commission may, by majority vote, waive the formal procurement process set forth in the City's procurement policies and procedures for the acquisition of specific goods, materials, equipment, or services when such waiver is determined to be in the best interest of the City. This authority does not extend to the procurement of professional services or construction services governed by the Consultant's Competitive Negotiation Act (CCNA).

All requests for a waiver of the formal procurement procedures shall go through the Procurement Manager, who will present them to the City Manager before such a request is placed on the agenda for City Commission consideration.

#### **3.3.2 CITY MANAGER**

The City Manager shall have the authority to award and execute purchases for all Commodities, Services, Construction, Agreements, and/or Contracts and/or Amendments that do not exceed one hundred thousand dollars (\$100,000) with a maximum term of three (3) years.

This limitation shall be established based on the annual appropriations compensation amount during the term of the contract.

The City Manager shall have the authority to approve all renewals and amendments of previously awarded contracts so long as the compensation amount does not exceed the annual amount of one hundred thousand dollars (\$100,000) or a maximum term of three (3) years.

The City Manager shall have the authority to execute Change Orders and Task Authorizations for continuing service contracts that do not exceed one hundred thousand dollars (\$100,000) or a maximum term of three (3) years.

The City Manager shall have the authority to execute regulated services agreements (phone, internet, cable, water, etc.), warranties, pass-through agreements, and/or nondisclosures, regardless of the term of the agreement.



### **3.3.3 PROCUREMENT MANAGER**

The Procurement Manager shall have the authority to award and execute purchases for all Commodities, Services, Construction Agreements, and/or Contracts, or Amendments that do not exceed twenty-five thousand dollars (\$25,000). This limitation shall be established based on the entire compensation amount during the term of the contract.

The Procurement Manager shall have the authority to approve non-disclosure, third-party agreements when no funds are being spent, regardless of term, renewals, and amendments of previously awarded contracts, so long as the compensation amount does not exceed the annual amount of twenty-five thousand dollars (\$25,000).

### **3.3.4 SIGNATURE AUTHORITY FOR PROCUREMENT-RELATED ADMINISTRATIVE DOCUMENTS**

The Procurement Manager is authorized to review and execute procurement-related administrative documents that do not obligate or expend City funds. Such documents include, but are not limited to, consents to assignment, consents to transfer, acknowledgements of change in ownership, novation agreements, and change of name agreements, provided that the underlying contract was properly awarded in accordance with City policy and applicable law. Execution of such documents by the Procurement Manager shall be deemed sufficient to bind the City for administrative purposes, without the need for further approval, unless otherwise required by law or by the City Commission.

### **3.3.4 COMMUNITY REDEVELOPMENT AGENCY**

Purchases through the Community Redevelopment Agency (CRA) shall be made in accordance with this Policy. The CRA Agency will adopt a budget that includes project-specific appropriations. The City Manager shall have the authority to award and execute purchases that do not exceed one hundred thousand dollars (\$100,000) with a maximum term of three (3) years, specifically for CRA Funds.

Purchases above the City Manager's signature authority that the CRA Agency has previously approved in their adopted budget will be approved by the CRA Agency and shall be executed by the CRA Agency Chairman.

## **3.4 AUTHORIZATION TO ESTABLISH PROCEDURE**

### **3.4.1 THE CITY MANAGER SHALL:**

- A.** Have the authority to adopt operational procedures, consistent with this Policy and in accordance with any applicable City code, federal law, and/or Florida Statutes as amended, governing the City's Procurement and management of all goods, services, and construction.
- B.** Approve operational and procedural changes prior to implementation.

### **3.4.2 THE PROCUREMENT MANAGER SHALL:**

- A.** Oversee the procurement of all goods, services, construction, and contracts required by the City.



- B.** Administer the procurement functions necessary to procure and account for the commodities and services to support City activities in accordance with codes, policies, regulations, all applicable federal laws, state statutes, and approved budgetary funds.
- C.** Have the authority to waive minor irregularities in responses to formal solicitations.

**End of Section**



#### 4.1 SOURCE SELECTION

The Procurement Division has the authority to determine the source selection, unless otherwise exempt from the competitive procurement process as identified in Section 4.12. The procurement of goods and services in Categories 4 and 5 shall be made using the appropriate procurement process. The specifics of each process are included in the Procurement Procedures Manual.

- A. *Competitive Sealed Bids*: An invitation to bid shall be issued and shall include the specifications and appropriate contract terms and conditions applicable to the procurement.
- B. *Competitive Sealed Proposals*: When the Procurement Manager determines that competitive sealed bidding is either not practical or not advantageous to the City due to the technical or specialized nature of the goods or services being procured, the competitive sealed proposal process may be used.
- C. *Selection of Design Professional Services*: Design Professional Services, as governed by F.S. §287.055 (Consultants' Competitive Negotiation Act or "CCNA"), shall be acquired through the Procurement Division in accordance with the procedures detailed in the Procurement Procedures Manual.
- D. *Reverse Auction*: Real-time bids or responses on designated supplies or services, also referred to as e-auction.
- E. *Sole Source*: A procurement in which only one Vendor is capable of supplying the goods or services, and one is selected for substantial reasons, eliminating the competitive bidding process.
- F. *Financial Auditor*: Financial Auditors, as governed by F.S. §218.391 and the City Charter, shall be acquired through the Procurement Division in accordance with the procedures detailed in the Procurement Procedures Manual.

#### 4.2 VENDOR REQUIREMENTS

All vendors doing business with the City shall:

- A. Abide by the blackout period/cone of silence established in this policy when submitting bids or proposals in response to a solicitation.
- B. Promptly disclose any conflicts of interest.
- C. Not profit from a conflict of interest on the part of a City employee.
- D. Not compensate City employees for the performance of any activity related to the performance of their duties.
- E. Do not make illegal political contributions.
- F. Not profit, directly or indirectly, from the use of any secret or confidential knowledge or data of the City that a City employee has illicitly disclosed.
- G. Not influence, or attempt to cause or influence, any City employee to use, or to attempt to use, their official position to secure unwarranted privileges or advantages for the vendor or any other person or entity.
- H. Promptly report any illegal or unethical behavior.

#### 4.3 VENDOR LIABILITY INSURANCE

Vendors must meet the City's insurance requirements prior to providing services that are performed on City property or hand-delivered on-site (other than common courier delivery).



#### 4.4 CONE OF SILENCE / LOBBYING BLACKOUT PERIOD

A Cone of Silence / Lobbying Blackout Period begins upon issuance of a solicitation. For awards requiring City Commission approval, the Cone of Silence/Lobbying Blackout period concludes at the meeting at which the City Commission will be presented the award(s) for approval or a request to provide authorization to negotiate a contract. However, if the City Commission refers the item back to the City Manager and/or Procurement Division for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Blackout Period will be reinstated until the City Commission meets to consider the item for action. The Cone of Silence/Blackout Period for an award requiring the City Manager's approval concludes upon issuance of a Notice of Intent to Award.

During the Cone of Silence/Lobbying Blackout Period, all City employees and any City-retained agents or consultants are strictly prohibited from communicating, directly or indirectly, with any proposer, bidder, protester, their representatives, or agents regarding the solicitation or protest. This prohibition applies regardless of whether the employee serves on the selection committee. Employees are also prohibited from discussing or sharing information about the solicitation with other City staff, unless expressly authorized by the Procurement Division for the purpose of administering the process. Internal discussion of the solicitation is limited to communications expressly authorized by the Procurement Division that are necessary to administer the process.

Lobbying of evaluation committee members, City employees, or elected officials regarding any type of formal solicitation or contract, during the selection process, or bid protest, by the bidder/proposer/protester or any member of the bidder's/proposer's staff, an agent of the bidder/proposers/protester, or any person employed by a legal entity affiliated with or representing an organization that has responded to a formal solicitation or contract, or has a pending bid protest is strictly prohibited either upon publication of the formal solicitation until either an award is final or the protest is finally resolved by the City. Nothing herein shall prohibit a prospective bidder/proposer from contacting the Procurement Division to address situations such as clarification and/or questions related to the procurement process as outlined in the formal solicitation documents.

For purposes of this provision, lobbying activities include but are not limited to influencing or attempting to influence action or non-action in connection with any formal solicitations or contract, through direct or indirect oral or written communications, or an attempt to obtain the goodwill of persons and/or entities specified in this provision. Such actions may cause any formal solicitation or contract to be rejected.

The Cone of Silence is intended to preserve the integrity, fairness, and transparency of the City's competitive procurement process.

#### 4.5 ADDITIONAL REQUIRED APPROVALS

The following requests for purchases and services must receive additional approval prior to an approved purchase:

- A. The Fleet Maintenance Division must approve all vehicles, motorized equipment, roadway equipment, and all other related purchases. Allow sufficient time for the approval process. The Procurement Division and/or Fleet Maintenance Division will process all such orders.



- B. The Information Technology Department must approve all computer hardware, software, and other technology-related purchase requests. Allow sufficient time for the approval process. The Procurement Division will process all such orders.
- C. The Communications Department must review and approve all clothing/uniforms, marketing materials, products, graphics, promotional items, or branding for internal and external use of the official City seal, logo, or branding before production or use.
- D. The Risk Management Division must approve all safety-related and hazardous material purchases. Allow sufficient time for the approval process.
- E. City Management shall review and approve all new wireless device purchases and activation requests.

#### 4.6 AWARD, CANCELLATION, OR REJECTION OF SELECTION

- A. *Award* – No award shall be final, and no contract shall be created or deemed to exist until such time as a written contract has been executed by the selected vendor/contractor and the City, and if required, the approval of the City Commission has been obtained.
- B. *Cancellation of Solicitations* – At any time prior to final award and contract execution, a solicitation or contract award may be canceled or rescinded, or any or all responses received by the City may be rejected by the Procurement Manager, in whole or in part, when it is determined by the Procurement Manager and City Manager that such action is in the best interest of the City.
- C. *Notice* – A written notice of delay, cancellation, or rejection shall be posted or sent to all persons who submitted a response to a solicitation.
- D. *Public Records* – If all solicitations are rejected, or a solicitation is canceled, all solicitation submittals received may remain confidential, at the discretion of the Procurement Manager, in accordance with Chapter 119, Florida Statutes, as amended.
- E. *Contract* – After the contract award is made, the City and the selected bidder/proposer will enter into a contract incorporating the requirements of the applicable procurement solicitation and other terms acceptable to the City.  
The City reserves the right to negotiate the terms and conditions of the contract with the selected bidder/proposer and to incorporate provisions acceptable to the City. The City has the right to rescind the contract award to the selected bidder/proposer if the City and the selected bidder/proposer do not agree upon the contract terms. The City reserves the right to reject a bidder/proposer, even a bidder/proposer awarded the contract, at any time prior to complete contract execution.
- F. *Post Award Termination* – Unless otherwise prohibited by law, in the event the bidder/proposer/contractor whom the City awards a contract through formal procurement is terminated early or suspended from further work or services by the City for a default in the performance under the contract, or in the event the City rescinds a contract award to the selected bidder/proposer prior to the execution of a contract, the City may, without commencing a new competitive procurement process and without waiving any rights or remedies against the defaulting bidder/proposer/contractor (if applicable), contract with the next lowest responsive and responsible proposer or next lowest bidder that is willing and able to complete the work or services if such is determined by the City Commission to be in the City's best interest.



In awarding a contract to the next lowest responsive and responsible proposer or next lowest bidder that is willing and able to complete the work or services, the City may accept such bidder's/proposer's original proposal pricing or negotiate a price more consistent with the original pricing submitted by the defaulting bidder/proposer/contractor or the bidder/proposer whose contract award was rescinded.

- G.** In accordance with Florida Statute 287.087, a firm certified as having implemented a drug-free workplace program shall have precedence in the award of a tie bid. In the event that neither firm certifies that it has implemented a drug-free workplace program, local preference will be invoked, and the award will be made to the firm closest in proximity, or at the discretion of the City Manager or designee.
- H.** If less than two (2) responsive bids, proposals, or replies for a commodity or contractual service purchase are received, the City may negotiate on the best terms and conditions. The City shall document why such action is in the City's best interest in lieu of resoliciting competitive sealed bids, proposals, or replies.

#### **4.7 PROMPT PAYMENT AND PAY APPLICATION PROCESSING**

The City shall follow the Florida Prompt Payment Act, Section 218.70, Florida Statutes, in reviewing, accepting, and paying all invoices and applications for payment.

Upon receipt of a properly submitted application for payment, the City shall have twenty (20) business days to inspect, review, and approve or reject the pay application. If the pay application is rejected, in whole or in part, the City shall provide the contractor with written notice specifying the reasons for rejection within the same timeframe.

The City shall make payment of undisputed amounts within twenty-five (25) business days from the date of receipt of the pay application, unless otherwise provided in the contract. Disputed amounts shall be resolved in accordance with contract dispute procedures and applicable law.

Failure to reject a pay application within the review period shall not constitute acceptance or approval of the application. Final acceptance and payment shall be contingent upon verification of satisfactory performance, completion of work in accordance with contract terms, and submission of all required supporting documentation, including lien releases where applicable.

#### **4.8 TIMELY PAYMENT FOR CONSTRUCTION SERVICES**

Pursuant to the Local Government Prompt Payment Act, section 218.735, Florida Statutes, the City shall comply with all requirements relating to the timely payment of construction services. The contract (or a separate written notice issued within ten (10) days after award or notice to proceed) shall identify the agent/employee or office to which the contractor must submit its payment request or invoice; submittals to that agent/office shall be stamped as received and shall commence the statutory time periods. If an agent is required to approve an invoice prior to submission, payment shall be made no later than twenty-five (25) business days after the stamped-received date. The contractor may send an overdue notice; if the City does not reject the invoice within four (4) business days after delivery of the overdue notice, the invoice shall be deemed accepted, except for any portion that is fraudulent or misleading. If no agent approval is required, payment shall be made no later than twenty (20) business days after the stamped-received date.



Any invoice that does not meet contract requirements must be rejected in writing within twenty (20) business days of stamped receipt, with the rejection specifying the deficiency and the corrective action required. A corrected invoice shall be paid or rejected on the later of: (a) ten (10) business days after the corrected invoice is stamped as received, or (b) if City approval is required by ordinance, charter, or other law, the first business day after the next regularly scheduled meeting held after the corrected invoice is stamped as received.

The City shall pay the undisputed portion of any payment request or invoice in accordance with the statutory deadlines, notwithstanding the existence of a dispute as to any other portion. Contractors must remit payment to subcontractors and suppliers within ten (10) days after receiving payment from the City, and subcontractors must remit payment to their subcontractors and suppliers within seven (7) days after receiving payment. Nothing herein prohibits a contractor or subcontractor from disputing any portion, provided the disputing party notifies the other party in writing of the amount in dispute and the action required to cure; all undisputed amounts must still be paid on time.

The City may withhold retainage in an amount not exceeding five percent (5%) of each progress payment (and in any event, retainage shall not exceed five percent (5%) after fifty percent completion), unless a lesser or incremental reduction schedule is provided in the contract.

Each construction contract shall provide for development of a single list of items required to render the construction services complete, satisfactory, and acceptable within the statutory timeframes (for projects under ten million dollars (\$10,000,000), within thirty (30) calendar days after substantial completion or beneficial occupancy/use if not defined; for projects ten million dollars (\$10,000,000) or more, within thirty (30) calendar days, or up to sixty (60) calendar days if extended by contract), with delivery of the list within five (5) days after it is developed and with the final contract completion date at least thirty (30) days after delivery of the list. Upon completion of all items on the list, the contractor may request payment of all remaining retainage; if a good-faith dispute exists as to any listed item, the City may withhold up to one hundred fifty percent (150%) of the estimated cost to complete those items. If the City fails to timely develop the list as required by statute, payment of any remaining undisputed amount, including retainage, shall be made within twenty (20) business days after receipt of a proper invoice.

All payments due under this section and not made within the statutory timeframes shall bear interest at the rate of one percent (1%) per month, or the rate specified in the contract, whichever is greater.

Reference: §218.735, Fla. Stat.; see also City of Winter Park Procurement Procedures Manual, regarding payment processing requirements.

#### **4.9 OWNER DIRECT PURCHASE (ODP)**

Pursuant to Florida Statute 212.08(6), the City may exercise the option to utilize Sales Tax Recovery for construction projects, renovation projects, or other purchases as needed to take advantage of the City's Sales Tax exemption status. It may be determined prior to the issuance of a solicitation if the use of Sales Tax Recovery will be utilized, and nothing herein shall prohibit the City from deleting items within the solicitation and procuring said items directly from a supplier in an effort to benefit the City.



When Sales Tax Recovery is utilized, the City will utilize the awarded Vendor's suppliers and shall place Purchase Orders for the purchase of the supplies needed by the awarded Vendor without further competition, who shall take receipt of such supplies, and shall utilize said supplies on the awarded project. The City shall pay all invoices associated with the Purchase Orders and shall deduct the invoice cost plus the sales tax from the Contract amount.

Owner-direct purchases shall be coordinated with the awarded contracts. The City Manager and/or the Procurement Manager shall have approval authority for contracts that have been awarded through the formal solicitation process.

#### **4.10 EMERGENCY PROCUREMENTS**

The City Manager may make or authorize others to make Emergency Procurements of Goods, Services, or Construction, when a threat to public health, welfare, or safety exists, or a situation exists which makes compliance with source selection methods contrary to the public interest; provided that such Emergency Procurements shall be made with such competition as is practicable under the circumstances.

In the event an official state of emergency has been declared, the City Manager is expressly authorized to execute contracts with the State of Florida, Federal Emergency Management Agency (FEMA), and/or other applicable emergency relief entities on behalf of the City to accomplish all necessary relief efforts, provided that the requirements of this section have been met. The City Manager shall report to the City Commission any emergency procurements exceeding his purchasing authority threshold at the next City Commission Meeting.

#### **4.11 TERMINATION OF CONTRACT**

Termination of a contract can either be for convenience or default, as described and detailed in the Procurement Process Manual. In a breach of contract where the vendor/contractor has willfully failed or refuses to perform according to the terms of the contract, the City may determine that the breach does not warrant that the contract be terminated. In such cases, the Procurement Manager will advise the vendor/contractor, citing the finding of breach as detailed in the Procurement Procedures Manual.

At the discretion of the Procurement Manager, with the concurrence of the City Manager, a contractor terminated for default, or a contractor with multiple breaches of contract notifications, may be disqualified from bidding or proposing on City contracts.

#### **4.12 BID SECURITY AND CONTRACT PERFORMANCE BONDS**

- A. Bid Security** - The City may require bid security for solicitations for construction, goods, or service contracts as the Procurement Manager deems appropriate in the best interest of the City, in such form and content as is satisfactory to the Procurement Manager.
- B. Contract Performance and Payment Bonds** – Contract performance and payment bonds may be required for construction, goods, or service contracts as the Procurement Manager deems appropriate in the best interest of the City.
- C. Authority to Require Additional Bonds or Accept Other Security** - Nothing in this section shall be construed to limit the authority of the Procurement Manager to require or accept other bonds or other forms of security in lieu of, or in addition to, the bonds specified in this section.



Bonds shall conform to the minimum standards set forth in Florida Statutes Chapter 255, Section 255.05(1)(a), and be in a form and with terms acceptable to the City.

#### **4.13 EXEMPTIONS FROM COMPETITIVE PROCUREMENT PROCESS**

To the extent indicated and unless otherwise required by general law, the following are exempt from the competitive requirements of this Policy:

- A.** Agreements approved by the City Commission between the City and non-profit organizations or governmental entities, including the procurement, transfer, sale, or exchange of goods and/or services.
- B.** Dues and memberships in trade or professional organizations.
- C.** Subscriptions for periodicals.
- D.** Used equipment.
- E.** Regulated Services: Telephone, electricity, natural gas, and water, or similar services where rates or prices are fixed by legislation or by federal, state, county, or municipal regulations.
- F.** Abstracts of titles for real property; title insurance for real property; acquisition, sale, or disposal of real property or real property interest.
- G.** Copyrighted materials; patented materials.
- H.** Artistic Services: The rendering by a contractor of its time and effort to create or perform an artistic work in the fields of music, dance, drama, folk art, creative writing, painting, sculpture, photography, graphic arts, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio, or tape and sound recording.
- I.** Employment agreements; Collective bargaining agreements.
- J.** Medical services.
- K.** Job-related travel, seminars, tuition, registration fees, and training.
- L.** Service required by proprietary ownership, such as CSX Railroad carrier, original equipment manufacturers (OEM).
- M.** Sole Source Purchases.
- N.** Emergency Purchases: The Procurement Manager (or higher authority in the absence of the Procurement Manager) is authorized to approve emergency purchases up to the limit for Procurement Category THREE. Emergency Purchases at Procurement Level FOUR require the City Manager (or designee) 's approval. All Emergency Purchases at Procurement Level FIVE shall be submitted to the Commission for approval at the next scheduled Commission meeting, if possible.
- O.** The purchase of construction materials included in the scope of an awarded construction contract to realize sales tax savings, in accordance with Section 212.08(6), F.S.
- P.** Cooperative Purchases or "Piggybacking": Purchases for goods or services from the State of Florida or Federal GSA Contracts, as well as contracts awarded by any state, county, or municipal governments (and any other governmental agency or political subdivision), state colleges and universities, or national government agency, cooperative procurement organizations, or procurement associations.
- Q.** Items purchased for resale to the general public.
- R.** Advertisements; Publication of notices.
- S.** Postage; Expedited delivery services (e.g., FedEx, UPS, USPS).



The Procurement Manager may authorize the above purchases, transactions, and expenditures, subject to the stated limitations. Certain procurements for the above categories may be obtained via competitive means when it is determined that adequate sources for the goods or services required are available, or it is determined to be in the City's best interest. Exemption from the competitive procurement process does not grant exemption from all procurement procedures, i.e., sole source purchases and cooperative purchases shall be subject to the approval process for amendments described above. All amendments to exempt procurements not otherwise specifically addressed shall be reviewed in advance by the Procurement Manager to determine whether Commission approval is required.

#### **4.14 LOWEST, RESPONSIBLE, AND RESPONSIVE BIDDER**

When procurement involves the determination of the lowest responsible and responsive bidder or proposer, in addition to price, the City shall have the discretionary power to render decisions on and may accept or reject bids or proposals on the basis of any one or more of the following:

- A.** The ability, capacity, skill, and sufficiency of the bidder's resources to perform the contract and provide the requested materials or service.
- B.** The bidder's ability to perform the contract within the time specified.
- C.** The character, honesty, integrity, reputation, judgment, experience, and efficiency of the bidder.
- D.** The quality of performance and conduct of the bidder on previous contracts with the City or any other reference or party with which the bidder has performed work or services.
- E.** A bidder's propensity to request change orders based on the bidder's conduct under previous contracts with the City.
- F.** A bidder's previous failure to meet specified substantial completion dates or other milestone dates on previous contracts with the City.
- G.** A bidder's current workload and projected workload during the performance of the contract.
- H.** The previous and existing compliance by the bidder with federal, state, and local laws, regulations, and ordinances applicable, relating or similar to the contract or work to be performed, to include, but not limited to, laws, regulations, and ordinances of the State of Florida, local governments, FDEP, FDOT, Water Management District, and OSHA.
- I.** The quality, availability, and adaptability of the supplies or professional or contractual services to the particular use required.
- J.** The ability of the bidder to provide future maintenance and service on the matter procured, and the financial impact on the City of receiving future maintenance and services.
- K.** The bidder's pecuniary ability and financial stability.
- L.** The ability to meet the City's stated requirements for bonding and insurance to protect the City's interests fully.
- M.** Whether the bidder is in arrears to the City on a debt, is a defaulter on any bond or to any surety, whether the bidder's taxes or assessments are delinquent, and/or whether the bidder has failed to render payments to subcontractors, suppliers, employees, or material men.



- N. Whether the bidder is involved in a recent, past (within the past three years), or a current dispute with the City involving threatened or pending litigation regarding a previous contract with the City.
- O. The proximity of the bidder's labor force, equipment, and business operation in relation to the City.
- P. The proportional amount of the work or services the bidder intends to perform with its organization, compared with the portion it intends to subcontract, and the qualifications of subcontractors whom the bidder proposes to use.
- Q. Whether the bidder submitted a bid or proposal that conforms to the requirements stated in the request for bids or proposal issued by the City.
- R. Any other circumstances or factors deemed in the City's best interest are determined at the City's discretion.

The above factors may be determined by the bidder's/proposer's past performance with the City, information obtained from other project owners, information submitted as part of the bid/proposal or in response to an inquiry by the City, and/or information otherwise known or discovered by the City. The City may conduct detailed inquiries and examinations of bidders/proposers, including of bidders'/proposers' personnel, place of business and facilities, compliance with federal, state, and local laws and all relevant licensing and permitting requirements, and other matters of responsibility related to the procurement process. Failure to respond or to provide adequate information in response to the City's inquiry shall be grounds for disqualification in the sole discretion of the City.

#### **4.15 PIGGYBACKING**

To the extent not prohibited by general law, the City may, where appropriate, piggyback onto a state, county, municipal, school district, or other governmental agency contract for the same or substantially similar goods, materials, equipment, or services, provided that (a) the source contract was competitively solicited and originally awarded within the preceding sixty (60) months (measured from the source agency's award date to the City's piggyback approval), (b) the source contract is active at the time of the City's award (including any lawful renewal term), and (c) the City's purchase is within the same scope/specifications and uses the same pricing structure. The City shall obtain documentation of the competitive process and an executed copy of the source contract (including amendments). The contractor/vendor shall execute a City agreement or accept a City purchase order confirming that the same prices, discounts, terms, and conditions granted to the source agency apply to the City and agreeing to the City's mandatory provisions (including public records, indemnity consistent with §768.28, insurance, Florida law, Orange County venue, dispute resolution, audit, and any other provisions required by the Procurement Manager or City Attorney). Piggybacking is not authorized to substitute goods, materials, equipment, or services not covered by the source contract and is not authorized for "professional services" as defined in §287.055, Florida Statutes (Consultants' Competitive Negotiation Act). Piggybacking of contracts exceeding the City Manager's purchasing authority shall be approved by the City Commission, and the Procurement Manager may establish procedures and criteria for determining the appropriateness of piggybacking.



#### 4.16 STATUTORY REQUIREMENTS

The following statutes apply to the City's procurement of certain contracts, and it is advised that the City personnel review such statutes in conjunction with this procurement policy manual:

- A. § 180.24, Fla. Stat., Contracts for [utility] construction; bond; publication of notice [contract, bonding and procurement advertising requirements for utility projects].
- B. § 255.05, Fla. Stat., Bond of contractor constructing public buildings; form; action by claimants [performance and payment bond requirements for construction projects].
- C. § 255.0525, Fla. Stat., Advertising for competitive bids or proposals contains notice requirements concerning the solicitation of competitive bids or proposals for construction projects exceeding certain thresholds.
- D. § 255.20, Fla. Stat., Local bids, and contracts for public construction works; specification of state-produced lumber [requires competitive procurement for public buildings, structures, or other public construction projects or electric work exceeding certain thresholds].
- E. § 287.055, Fla. Stat., [Consultants' Competitive Negotiation Act] Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.
- F. F. §§ 218.70–218.80, Fla. Stat., Local Government Prompt Payment Act [payment clocks for construction and non-construction; dispute process; interest; stamping rule]. § 119.0701, Fla. Stat., Public records [must-flow-down public records duties in vendor contracts].
- G. §§ 286.011 & 286.0113, Fla. Stat., Sunshine Law and competitive-solicitation meeting/records exemptions [closes negotiations/orals until intended decision or 30 days after opening].
- H. § 255.0993, Fla. Stat., U.S.-produced iron and steel in public works
- I. § 448.095, Fla. Stat., E-Verify for public employers/contractors
- J. § 287.135, Fla. Stat., Scrutinized companies/Israel boycott prohibition [no contracts with listed or boycotting companies].
- K. § 768.28, Fla. Stat., Sovereign immunity

#### 4.17 ANTI-HUMAN TRAFFICKING (AFFIDAVIT OF NO COERCION)

In accordance with Section 787.06(13), Florida Statutes, vendor/contractor shall attest under penalty of perjury that vendor/contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

#### 4.18 FOREIGN COUNTRIES OF CONCERN (SECTION 287.138, FLORIDA STATUTES)

Pursuant to Section 287.138, Florida Statutes, vendor/contractor certifies that it is not owned or controlled by, organized under the laws of, or has its principal place of business in a foreign country of concern, as defined by law. Foreign countries of concern include China, Russia, Iran, North Korea, Cuba, the Venezuelan regime of Nicolás Maduro, and Syria, including any entities under their significant control.



## 5.1 ETHICAL STANDARDS

The City is committed to a procurement process governed by the highest ethical standards and integrity to inspire the confidence of the organization and the public it serves. To achieve these purposes, the City subscribes to the following code of ethics:

- A. The City will avoid unfair practices by granting all competitive respondents equal consideration as required by State, Federal, and City regulations.
- B. The City will conduct business in good faith, demanding honesty and ethical practices from all individuals participating in the procurement process.
- C. The City will promote positive vendor relationships by affording courteous, fair, and ethical treatment.
- D. The City will avoid involvement in any transactions or activities that could be considered a conflict between personal interest and the interests of the City.
- E. The Procurement Division adheres to and subscribes to the Institute for Public Procurement (NIGP) Code of Ethics and the Florida Association of Public Procurement Officials (FAPPO) as amended.

Employees must not become obligated to any suppliers and shall not participate in any City transaction from which they may personally benefit. Except as may be authorized by applicable State law, no employee or officer shall accept benefits, gifts, or gratuities, other than advertising novelties of nominal value, from prospective bidders, vendors, or suppliers. No employee or officer shall bid for, enter into, or be in any manner interested in any contract for City purchase. Employees or officers shall not seek to influence the purchase of a product or service from any supplier or Vendor. This restriction shall not be construed to restrict persons from evaluating and appraising the quality and value of the product to be purchased or service(s) to be rendered where the person's scope of employment contemplates advice and counsel concerning the purchase.

The avoidance of actual or perceived conflicts of interest is a prerequisite to the efficient and sound operation of government and maintenance of the public trust.

All City of Winter Park employees shall adhere to the ethical standards contained in the Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees, as well as those contained in the City of Winter Park's personnel policy. No officer or employee of the City shall have any personal, beneficial interest, either directly or indirectly, in any expenditure, purchase, sale (not including items auctioned by the City), or contract for items, equipment, supplies, commodities, or services made by the City. Additionally, they shall not have an interest in any firm, corporation, or association furnishing or bidding on such purchase, sales contract, or services.

Lobbying of evaluation committee members, City employees, or elected officials regarding any type of formal solicitation or contract, during the selection process or bid protest, by the bidder/proposer/protester or any member of the bidder's/proposer's staff, an agent of the bidder/proposer/protester, or any person employed by any legal entity affiliated with or representing an organization that has responded to a formal solicitation or contract, or has a pending bid protest is strictly prohibited either upon publication of the formal solicitation until either an award is final or the City completely resolves the protest.



Nothing herein shall prohibit a prospective bidder/proposer from contacting the Procurement Division to address situations such as clarification and/or questions related to the procurement process as outlined in the formal solicitation documents. For purposes of this provision, lobbying activities shall include but are not limited to influencing or attempting to influence action or non-action in connection with any formal solicitation or contract, through direct or indirect oral or written communication, or an attempt to obtain the goodwill of persons and/or entities specified in this provision. Such actions may cause any formal solicitation or contract to be rejected.

## 5.2 DISQUALIFICATION OF CONTRACTORS/DEBARMENT

Contractors listed on the State of Florida Department of Management Services' Suspended Vendors List or Convicted Vendors List are barred from submitting bids for any City solicitations. With regard to Design Professional Services, contractors identified in the Florida Department of Transportation's Design Professional Consultants database as suspended and/or disqualified are barred from submitting proposals for any Design Professional Services projects.

Any vendor who has been convicted of a "Public Entity Crime" (F.S. §287.133) shall not be permitted to transact business with the City to the extent as specified in F.S. §287.133(3)(a).

The disqualification shall be final and conclusive.

## 5.3 PROTESTS AND APPEALS

### 5.3.1 FILING A PROTEST

Any actual or prospective bidder, proposer, offeror, respondent, or contractor aggrieved in connection with a solicitation or award of a contract may protest to the Procurement Manager (sometimes herein "aggrieved person"). A protest must be filed with the Procurement Manager in writing within the times set forth in this section and must be accompanied by the non-refundable filing fee and protest security set forth in **Section 5.3.2**. The written protest should identify the party filing the protest, the solicitation or contract with respect to which the protest is being filed, the legal and factual grounds for the protest, the relief being requested, and contain all necessary information, legal authority, and evidence to support the protest.

### 5.3.2 NON-REFUNDABLE FILING FEE; PROTEST BOND OR OTHER SECURITY

A protest must be accompanied by the payment of a two-hundred-fifty-dollar (\$250) non-refundable filing fee. Said filing fees may be paid by bank or certified check and must be received prior to the expiration of the time for filing a protest. In addition to the filing fee, unless a different amount is specified in terms of a particular solicitation, at the filing of the written protests, the aggrieved bidder, proposer, offeror, respondent, or contractor shall post with the Procurement Division, a security in the form of a bond payable to the City of Winter Park in an amount equal to five percent (5%) of the contract award amount, or if the amount of the contract award cannot be reasonably determined at that time, then in the amount of one thousand two hundred fifty dollars (\$1,250). Such bond or other security must be received prior to the expiration of the time for filing a protest. If the protest is successful, the posted security will be refunded in full. If the protest is unsuccessful, the security shall be returned, less all fees, expenses, damages, costs, and charges incurred by the City.



Failure to comply with these in whole or in part, including the failure to pay the non-refundable filing fee or file a security in the full amount with the applicable deadline for filing of the protest, shall be deemed a waiver of the protest and is a jurisdictional deficiency in the protest that will forfeit the right of the bidder to maintain the protest. If the amount of the contract award is not reasonably capable of being quantified at the time the protest is initiated, the City may require a bid bond in a greater amount not to exceed ten thousand dollars (\$10,000) if the one thousand two hundred fifty dollars (\$1,250) is inadequate under the facts presented. If the City increases the required bid bond amount, the protester shall have seven (7) calendar days in which to pay to the City of Winter Park in the form of a cashier's check the difference between one thousand two hundred fifty dollars (\$1,250) and the new amount of bid bond established by the City. Failure to pay the additional bid bond amount shall be deemed a waiver of the right to maintain the protest.

### 5.3.3 COSTS

The protestor shall be liable for all of its own costs and expenses incurred related to a protest, including all appeals.

### 5.3.4 TIME FOR FILING A PROTEST

A protest must be filed within seven (7) calendar days after such aggrieved person knows or should have known of facts giving rise thereto; provided, however, that:

- A. No protest of any kind with respect to a solicitation or contract may be filed more than seven (7) calendar days after the City's posting of a Notice of Intended Action to make an award or setting.
- B. Notwithstanding any provision in this Procurement Policy to the contrary, no protest may be filed or heard after the contract award has been approved by the City Commission, or the contract has been fully executed if City Commission approval is not necessary.

### 5.3.5 PROHIBITED CHALLENGES

Notwithstanding anything in this Procurement Policy to the contrary, the following matters may not be protested:

- A. If the City elects in its sole discretion to weight solicitation evaluation criteria or adopts a formula for evaluation, a protest may not challenge the relative weight assigned to the solicitation evaluation criteria by the City or the formula adopted for evaluation. If the City elects in its sole discretion not to weight solicitation evaluation criteria or to adopt a formula for evaluation, a protest may not challenge such elections.
- B. A protest may not challenge a decision or action of the Procurement Manager under **Section 4.6** of this Policy, entitled "Award, Cancellation or Rejection of Solicitations."

### 5.3.6 PROCUREMENT MANAGER DECISION

The Procurement Manager shall attempt to settle or resolve protests, with or without a meeting or hearing, at the option of the Procurement Manager.



The Procurement Manager may request information from and speak individually or collectively to any person or entity having information relevant to the protest, including but not limited to the protestor and other respondents to a solicitation. Copies of the protest and other records may be provided to any person or entity deemed appropriate by the Procurement Manager. The protesting party may not provide additional evidence or otherwise amend its protest after the timely filing of a written protest without the approval or request of the Procurement Manager granted prior to a written decision being rendered on the protest. The Procurement Manager shall render a written decision on the protest within thirty (30) calendar days following receipt of the protest. The City Manager may extend the time for rendering a written decision in the best interest of the City.

### **5.3.7 APPEAL OF PROCUREMENT MANAGER**

Any person aggrieved by the decision of the Procurement Manager may appeal to the City Manager within seven (7) calendar days from the date of the Procurement Manager's written decision. Said appeal shall be in writing and state with specificity the grounds and the action requested by the City Manager. The appeal shall be based solely upon the issues, arguments, information, and evidence available to the Procurement Manager at the time the written decision on the protest was issued. New issues, arguments, information, or evidence may not be submitted. The City Manager shall attempt to settle or resolve the matter, with or without a meeting or hearing, at the option of the City Manager. The City Manager may request information from and speak individually or collectively to any person or entity as deemed appropriate by the City Manager. The City Manager shall render a written decision on the appeal within thirty (30) calendar days following receipt or notify the appealing party within thirty (30) days that additional time is required before a decision is rendered.

In making his/her decision on the protest, the City Manager shall have the authority to uphold the award recommendation, cancel the pending procurement process, re-bid the contract, rescind or revise the award recommendation, and take other actions that are within the City's procurement authority. The decision of the City Manager's office shall be final and conclusive as to any contract award not requiring City Commission approval. For contracts requiring City Commission approval, the decision of the City Manager's office may be appealed to the City Commission if such an appeal is timely filed.

### **5.3.8 APPEAL OF THE CITY MANAGER**

For contracts requiring City Commission approval, decisions of the City Manager may be appealed by aggrieved persons to the City Commission by submission of a written request for a hearing within seven (7) calendar days from the date of the City Manager's written decision. The written request shall specifically state the grounds for the appeal and the action requested by the City Commission. Said appeal shall be based solely upon the issues and information before the City Manager at the time the written decision on the appeal was issued. New issues, arguments, information, or evidence may not be submitted. An appeal will be scheduled for oral presentation to the City Commission at a regularly scheduled bi-weekly public meeting. The appellant, other aggrieved people potentially impacted by the appeal, and City staff shall each be given ten (10) minutes to present the appeal and response. In its discretion, the City Commission may extend the time allotted for argument and/or allow other interested persons to speak.



### **5.3.9 FINALITY**

A final decision by the City Commission shall be conclusive and shall represent the position of the City with respect to any contract award requiring City Commission approval. A final decision by the City Manager shall be conclusive and shall represent the position of the City with respect to any contract award not requiring City Commission approval.

There is a compelling City interest in procuring goods and services to provide City residents, businesses, and visitors with efficient, cost-effective, and operationally effective City infrastructure, facilities, and services in a timely manner. Consequently, procurement disputes must be resolved with minimal delays. Therefore, the procedure set forth herein is the sole means by which a bidder/responder aggrieved by a decision of the City may seek recourse. Refusal or failure by any aggrieved bidder/responder to pursue its right of protest under these procedures shall constitute a waiver of its right to pursue any further remedies or appeals, either administratively or judicially. Any judicial proceedings that may or could be filed against the City by an aggrieved or adversely affected party shall be filed within thirty (30) days after the City's final decision on a procurement matter. Failure to file a judicial action in accordance with these procedures in a timely manner shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award.

### **5.3.10 TIMELINESS; JURISDICTION**

Timely filing of the protest and/or appeals, including any and all required fees and bonds, is jurisdictional. Notwithstanding any provision of this Policy to the contrary, in the event, the final day for a City employee or official to respond or for a person to file a protest or appeal with the Procurement Manager or City Manager falls on a Saturday, Sunday, or City observed holiday, the date for responding or filing such protest or appeal shall be extended until the next day which is neither a Saturday, Sunday, or City observed holiday. In accordance with the provision of **Section 5.3.4** of this Procurement Policy, any notice, filing, or other submission received by the City after the close of the City's business hours at 5:00 p.m. local time shall be deemed received by the City effective as of the next business day of the City.

### **5.3.11 STAY PENDING PROTEST AND APPEAL**

In the event of a timely protest and/or appeal, the City shall not proceed further with the solicitation or with the award of the contract until a written determination is made by the Procurement Manager, City Manager, or City Commission, or until the City Manager makes a determination to award the contract without delay to protect substantial interests of the City.

## **5.4 RESERVATION OF RIGHTS**

Nothing in this Policy shall be deemed to preclude the City at any time in its discretion from raising and considering any issue related to a solicitation or award, requesting or accepting additional information, or resolving any protest or subsequent appeal on any ground or basis as may be in the best interest of the City.

**End of Section**



### 6.1 DEVELOPMENT OPPORTUNITIES

The City is committed to ensuring that all staff have access to learning, development, and training opportunities which enable them to be suitably knowledgeable and skilled to carry out their role within the organization, and to develop their talents in ways that fit the organization's development to meet strategic objectives. Professional development opportunities include:

- A. On-the-job learning from staff via job shadowing, mentoring, knowledge sharing, etc.
- B. Communicating with other departments and/or organizations.
- C. Attending internal or external training/workshops.
- D. Attending conferences or forums.
- E. Webinars/ E-Learning.
- F. Self-directed study (books, manuals, etc.).

### 6.2 DEVELOPMENT GUIDELINES

- A. The Travel Policy shall be adhered to when travel is required.
- B. Graduate, undergraduate, or associate degrees are not governed under this Policy but are covered in the City of Winter Park's Personnel Policy.

**End of Section**



## 7.1 SUPPLIER DIVERSITY

To support economic development and broaden business opportunities, the City of Winter Park encourages participation from a diverse range of suppliers. This effort will not increase spending, as competitive bidding will continue to ensure fair pricing and maximum competition.

This Preference policy shall not be applied to the following circumstances:

- A. Purchases of Professional Services and construction, which are subject to Section 287.055, F§.
- B. State or Federal law prohibits the use of preferences.
- C. The work is funded in whole or in part by a governmental entity where the laws, rules, regulations, or policies prohibit the use of preferences.
- D. The business is determined to be unqualified to perform the work as determined by the City.
- E. Purchases exempt from the provisions of the City of Winter Park Procurement Policy.
- F. Purchases made utilizing cooperative procurement agreements with other governmental or public entities.
- G. Purchases from local, State, GSA, and/or other federal contracts and public entities.
- H. Emergency purchases.
- I. Purchases made for items that have been deemed a sole source.

### 7.1.1 VETERAN-OWNED BUSINESS PREFERENCE

Section 295.187, Florida Statutes, also referred to as the "Florida Services Disabled Veteran Business Enterprise Opportunity Act" (the State Act), permits political subdivisions, when considering two or more bids, proposals, or replies for the procurement of goods or contractual services, at least one of which is from a State-certified service-disabled veteran business enterprise, that are equal with respect to all relevant considerations, including price, quality, and service, to award such procurement or contract to the State-certified service-disabled veteran business enterprise.

For a vendor to receive credit for VBE certification, the Vendor must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

## 7.2 LOCAL PREFERENCE

The City reserves the right to purchase commodities and services from a local business. "Local Business" shall be defined as a person, firm, corporation, or other business entity maintaining a valid Business Certificate (at a minimum of one year prior to submitting each formal solicitation response), issued by the City of Winter Park that authorizes the Business to provide the commodities or services to be purchased and a physical business address located within the limits of the City of Winter Park. A Business that operates through a post office box, mail house, or residential/home address shall not be eligible to qualify as a "Local Business."



This Local Preference policy shall not be applied to the following circumstances:

- A. Purchases of Professional Services which are subject to Section 287.055, F§.
- B. State or Federal law prohibits the use of local preferences.
- C. 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.
- D. The Business is determined to be unqualified to perform the work as determined by the City.
- E. Purchases exempt from the provisions of the City of Winter Park Procurement Policy.
- F. Purchases made utilizing cooperative procurement agreements with other governmental or public entities.
- G. Purchases from local, State, GSA, and/or other federal contracts and public entities.
- H. Emergency purchases.
- I. Purchases made for items that have been deemed a sole source.

### **7.3 SUSTAINABLE PROCUREMENT**

It shall be a provision of this Policy to support the purchase of recycled and environmentally preferred products, when practical, to minimize the environmental impacts of the goods and services procured by the City. In the context of this provision, "practical" is defined as goods and services that are sufficient in performance and reasonably available at a reasonably competitive cost.

Nothing in this provision or the procedure shall be construed as requiring the purchase of products that do not perform adequately and/or are not reasonably available at a reasonable cost.

### **7.4 JOINT COOPERATIVE PROCUREMENT**

The City may participate in, sponsor, conduct, or administer a cooperative procurement agreement with one or more public bodies or agencies to combine requirements to achieve economies of scale, increase efficiency, or reduce administrative expenses. This method of procurement may apply to the acquisition and/or disposition of all tangible personal property by pooling common requirements, preparing common specifications, and procuring supplies from contracts awarded or available to other governmental entities.

### **7.5 SURPLUS PROPERTY**

All tangible and intangible City property determined to be surplus or obsolete material must be reported to the Procurement Division. The Procurement Division is responsible for the disposition of surplus items that have been declared surplus and shall have the authority to sell by auction or advertised bid, trade, donate, or sell to another government entity, destroy, scrap, classify as waste, or dispose of excess surplus and obsolete supplies or personal property, regardless of the dollar amount. Records of such disposition shall be maintained in the Procurement Division.

### **7.6 PURCHASING CARD PROGRAM**

A Purchasing Card (P-Card) Program is established to allow authorized City employees to make purchases on behalf of the City utilizing a City of Winter Park P-Card. The Procurement Manager is authorized to administer procedures relating to the Purchasing Card Program, with approval from the City Manager. The Program shall include establishing, communicating, and maintaining procedures for controlling and using such cards.



All goods and services purchased under this Program shall be in accordance with the requirements of the Procurement Procedures Manual and Purchasing Card Manual. The Procurement Division shall manage the Purchasing Card Program and ensure compliance with the Procurement Procedures and Purchasing Card Manual.

## 7.7 ELECTRONIC SIGNATURES

In accordance with §§ 668.001 through 668.06, Fla. Stat., the City will accept electronically filed and signed documents regarding procurement solicitations and responses and execution of contracts meeting the requirements of this Policy.

**7.7.1** The following terms, when utilized in this Policy, shall have the meanings shown below:

- A.** "Public Key Infrastructure" shall mean a set of hardware, software, people, policies, and procedures needed to create, manage, store, distribute, and revoke digital certificates.
- B.** "Certificate of Authority (CA)" shall mean a third party who issues electronic credentials to engage in transactions utilizing an Electronic Digital Signature through the use of a Certificate.
- C.** "Certificate" shall mean an electronic document, using the Public Key Infrastructure, that uses a digital signature to bind together a public key with an identity that identifies the CA, identifies the subscriber, contains the subscriber's public key, and is digitally signed by the CA.
- D.** "Digital Signature" shall mean a type of Electronic Signature that transforms a message using an asymmetric cryptosystem such that a recipient of the initial message and the signer's public key can determine accurately whether the initial message or the document has been altered since their creation, and whether they were created using the private key which corresponds to the signer's public key.
- E.** "Electronic Signature" shall mean any letters, characters, or symbols, manifested by electronic or similar means, executed or adopted by a party, with the intent to authenticate a writing. A writing is electronically signed if an electronic signature is logically associated with such writing.
- F.** "Electronic Notarization" is a unique digital signature used in conjunction with the requirements of § 117.021, Fla. Stat., and rules promulgated under the authority of the statute, used by a Notary Public to authenticate an electronic notarial act.

**7.7.2** Any person or entity submitting electronic documents to the City, which includes a Digital Signature, shall apply for and receive electronic credentials from a Certificate Authority. Such persons must also comply with any requirements of their respective professional governing boards pertaining to electronic signatures.

**7.7.3** Anyone affixing a Digital Signature to a document submitted to the City must affix their Digital Signature so that it is visible on the document itself. When the document is submitted to the City, the submitter shall provide contemporaneously his or her Certificate so that the City may verify that the document was signed and submitted by the person purporting to do so.

**7.7.4** The Procurement Manager shall have the authority to specify those Certificate Authorities that are acceptable to the City for the purpose of using Certificates to persons submitting Digital Signatures to the City.



**7.7.5** Except to the extent provided by law, and when submitted in compliance with applicable law and this Policy, any Digital Signature shall have the same force and effect as a manual signature.

**End of Section**