

RESOLUTION NO. 2196-17

**A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA,
ADOPTING A PROCUREMENT POLICY; PROVIDING FOR
CONFLICTS AND AN EFFECTIVE DATE.**

WHEREAS, the City Commission is authorized to adopt regulations and policies governing City procurement in accordance with Section 2-188 of the City Code, as well as the City Commission's inherent authority as the governing board of the City; and

WHEREAS, the City Commission desires to adopt a procurement policy, and finds that such will benefit the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA:

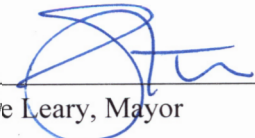
SECTION 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Resolution.

SECTION 2. Procurement Policy. The City hereby adopts the City of Winter Park Procurement Policy attached to this Resolution (the "Procurement Policy"), which shall govern all matters described therein.

SECTION 3. Conflicts. In the event of a conflict or conflicts between this Resolution or the Procurement Policy and any other resolution or policy, this Resolution and the Procurement Policy control to the extent of the conflict. The Procurement Policy adopted by this Resolution shall supersede and replace the previous version of the Procurement Policy.

SECTION 4. Effective date. This Resolution and the Procurement Policy shall become effective immediately upon adoption of this Resolution by the City Commission of the City of Winter Park, Florida.

ADOPTED this 27th day of November, 2017, by the City Commission of the City of Winter Park, Florida.



Steve Leary, Mayor

ATTEST:



Cynthia Bonham, City Clerk



Procurement POLICY

_____ approval TBD
by City Commission

Purchasing Division

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purchasing@cityofwinterpark.org ■ cityofwinterpark.org/purchasing



MISSION

The Procurement Division is committed 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.

GOVERNING AUTHORITY

The Procurement Division shall be responsible for the implementation and administration of this Policy. Subject to the provisions of this Policy, the Procurement Manager shall serve as the principal office for the procurement of all goods and services required by the city.

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

1.1 PURPOSE

This Policy establishes a centralized procurement system for the City of Winter Park the purpose of which is to:

- Establish the rules governing procurement by the City of Winter Park;

- Promote public confidence in the integrity and transparency of the procedures followed to procure the goods and services required by the city;

- Ensure fair and equitable treatment of all persons who participate in the procurement system;

- Maximize economy in procurement activities and, to the fullest extent possible, the purchasing value of city funds.

1.2 OBJECTIVES/APPLICATION

This Policy applies only to contracts for procurement by the city of goods and services and to amendments, extensions and renewal thereof, solicited or entered into after the effective date of this Policy. Nothing in this Policy shall prevent the city from complying with the terms and conditions of any grant, gift, bequest, or loan, or for any cooperative agreement with any local, state or federal agency, and to the extent this Policy or the Procurement Procedures Manual is inconsistent with any such terms and conditions, such terms and conditions shall take precedence. In the event of a conflict between these enumerated policies and procedures and those statutory bidding requirements expressly applicable to municipalities, such statutory bidding requirements shall control to the extent that such conflict exists.



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, and 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 the Procurement Policy shall be deemed by operation of law to be a part of the term 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/division shall be in accordance with this Procurement Policy, unless otherwise governed under a specific policy.

Note: No item or service is to be ordered, received or paid for without a Purchase Order, Emergency Purchase Order or Purchasing Card.

Unless otherwise required by law, or as specifically exempted in paragraph below, city contracts for goods and services shall not exceed an initial term of three years. A renewal clause extending the term for up to two, one year periods may be provided.

Every purchase requisition or contract shall be properly financed and budgeted. Dividing or breaking up procurements into two (2) or more purchases to circumvent the required competition, authorized limits, or approval process, is expressly prohibited.



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

Agency: A state agency, a municipality, a political subdivision, a school district, or a school board.

Best Value: The highest overall value based on factors that include, but are not limited to, price, quality, design, time, and workmanship.

Bid: A formal written price offer from a vendor to the city to furnish goods, products or services.

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.

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.

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 of services, labor or materials for the construction, renovation, repair, modification, or demolition of any roadway or bridge, building, portion of building, utility, or structure.

Cooperative Purchasing: Procurement conducted by or on behalf of more than one public procurement unit or agency.

Demand Contract: A contract under which a contractor/vendor agrees to provide goods or services on a demand basis.

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 significant financial loss, through immediate or timely action.



Exceptional Purchase: Procurement of commodities or contractual services excepted by law or rule from the requirements for competitive solicitation, including, but not limited to, purchase from a single source, purchases upon receipt of less than two responsive bids, proposals, or replies.

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.

Invitation for Bid (IFB): A written or electronically posted solicitation for competitive sealed bids.

Invitation to Negotiate (ITN): A written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or contractual services.

Minor Irregularity: A variation from the solicitation procedure that does not affect the price of the contract or 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.

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.

Professional Services: The value of services which are substantially measured by professional competence of the firm performing them and which are not susceptible to realistic evaluation/assessment by cost of services alone. Professional Services shall include but are not limited to, services customarily rendered by attorney, certified public accountants and 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 architect, landscape architects, professional engineers and registered surveyors and mappers.

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 his or her professional employment or practice

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.



Request for Information (RFI): A written or electronically posted request made by an agency 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.

Request for Proposal (RFP): A written or electronically posted solicitation for competitive sealed proposals.

Request for Qualification (RFQ): Used to obtain statements of qualification of potential development teams or consultants.

Request for Quote (RQ): A small order amount procurement method.

Responsive Bid/Proposal/Reply: A bid, or proposal, or reply submitted by a responsive and responsible vendor which conforms in all material respects to the solicitation.

Responsible Vendor: A vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.

Sole Source: A procurement in which only one vendor is capable of supplying the goods or services, one is selected for substantial reasons, eliminating the competitive bidding process.

Standardization: The adoption of a single product or group of products to be used by different organizations or all parts of one organization.

Vendor: See "Contractor".



3.1 PROCUREMENT THRESHOLDS

The following procurement thresholds are hereby established. Procurements covered by this Policy shall not be divided into more than one purchase order, project or contract solely for the purpose of avoiding the process required by these levels. 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 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 on its own or request the assistance of the Procurement Division. The Procurement Manager is authorized to approve all purchases at this level.

CATEGORY TWO: PURCHASES OF \$3,000.01 TO \$10,000

Purchases in this category require two written quotes.

CATEGORY THREE: PURCHASES OF \$10,000.01 TO \$50,000

Purchases in this category require three written quotes.

CATEGORY FOUR: PURCHASES OF \$50,000.01 TO \$75,000

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 award of any subsequent contract resulting from the procurement.

CATEGORY FIVE: PURCHASES OF >\$75,000

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 for award of any subsequent contract resulting from the procurement is required.

The City Commission, City Manager or his designee may waive formal bidding procedures when it is deemed advantageous to the city.

The responsibility for the administration of procurement activities covered by this Policy is vested in the Procurement Division who shall at all times and in all situations follow the requirements set forth in the Procurement 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 his or her 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 current business needs of the city.

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.

Specific responsibilities and function of the Procurement Division include:

- 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;
- Working with other city departments to establish standardization of materials, supplies, equipment and services where practical within a competitive environment;
- 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;
- Ensuring that all purchases are made in compliance with the applicable statutes, rules, regulations and policies;
- Handling complaints and warranties regarding purchases, and negotiating the return of merchandise and/or other settlements;
- Training city personnel regarding procurement and contracts procedures as needed, and;
- Managing the policy, and operational procedures for the Purchasing Card Program;
- Monitor and maintain Local Preference Policy;
- Monitor and maintain Travel Policy;
- Sell, trade, or otherwise dispose of obsolete 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 he or she deems 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 is done in a fair and objective manner and in as competitive a manner as is 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.

3.2 APPROVAL AUTHORITY

3.2.1 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 seventy-five thousand dollars (\$75,000) and/or multi-year initial contract term, 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 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 which do not increase the annual amount or contract price of the contract as approved by the City Commission.

To the extent not prohibited by general law, the City Commission may, by majority vote, waive the formal procurement procedures contained in the City's procurement policies for the procurement of a particular good, material, equipment or service if the City Commission deems such waiver to be in the best interest of the City. All requests for a waiver of the formal procurement procedures shall go through the Procurement Manager and City Manager before such request is placed on the agenda for City Commission consideration.

3.2.2 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 seventy-five thousand dollars (\$75,000) with a maximum term of one (1) year. This limitation shall be established based on the entire 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 seventy-five thousand dollars (\$75,000) or a maximum term of one (1) year.

The City Manager shall have the authority to execute Task Authorizations for continuing service contracts that do not exceed seventy-five thousand dollars (\$75,000) or a maximum term of one (1) year.

3.2.3 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 ten thousand dollars (\$10,000). 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 all renewals and amendments of previously awarded contracts so long as the compensation amount does not exceed the annual amount of ten thousand dollars (\$10,000).

3.2.4 PLANNING & COMMUNITY DEVELOPMENT DIRECTOR

Purchases through the Community Redevelopment Agency shall be made in accordance with this policy. The CRA Agency will adopt a budget which includes project specific appropriations. The Planning and Community Development Director and City Manager shall have the authority to award and execute purchases that do not exceed seventy-five thousand dollars (\$75,000) with a maximum term of one (1) year, specifically for CRA Funds.

Purchases above the Director's signature authority that have been previously approved by the CRA Agency in their adopted budget, will be approved by the CRA Agency, and shall be executed by the CRA Agency Chairman.

3.3 AUTHORIZATION TO ESTABLISH PROCEDURE

The City Manager shall:

- 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 Procurement and management of all goods, services and construction by the city.



- Approve operational procedural changes prior to implementation.



The Procurement Manager shall:

- Oversee the procurement of all goods, services and construction required by the city.
- Administer the procurement functions necessary to procure and account for the Commodities and services to support city activities in accordance with codes, policy, regulations, all applicable Federal laws and State Statutes and approved budgetary funds.

The Procurement Manager shall have the authority to waive minor irregularities in responses to formal solicitations.



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 4.9. The procurement of Categories 4 and 5 for goods and services shall be made using the appropriate procurement process as follows. The specifics of each process are included in the Procurement Procedures Manual.

- A. *Competitive Sealed Bids*: An invitation to bid shall be issued which shall include the specifications and appropriate contract terms and conditions applicable to the procurement.
- B. *Competitive Sealed Proposals*: When it is determined by the Procurement Manager that the use of 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, 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 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 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 such time as the City Commission meets to consider the item for action. The Cone of Silence/Blackout Period for award requiring the City Manager approval concludes upon issuance of a Notice of Intent to Award.



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 an 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 of 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 goodwill of persons and/or entities specified in this provision. Such actions may cause any formal solicitation or contract to be rejected.

4.3 ADDITIONAL REQUIRED APPROVALS

The following requests for purchases and service must receive additional approvals prior to an approved purchase:

- A. The Fleet Maintenance Division must approve all vehicles, motorized equipment, roadway equipment, and all other related purchases. Allow for sufficient time for the approval process. The Procurement Division will process all such orders.
- B. The Information Technology Department must approve all requests for computer hardware, software, and all other technology related purchases. 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 both internal and external use of the official city seal, logo, or branding prior to production or use.
- D. The Risk Management Division must approve all safety related and hazardous material purchases. Allow for sufficient time for the approval process.
- E. City Management shall review and approve all requests for new wireless device purchases and activations.



4.4 AWARD, CANCELLATION OR REJECTION OF SELECTION

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 city and, if required, the approval of City Commission has been obtained.

- A. *Cancellation of Solicitations* – At any time prior to final award and contract execution, a solicitation or contract award may be cancelled 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.
- B. *Notice* – A written notice of delay, cancellation or rejection shall be posted or sent to all persons who submitted a response to a solicitation.
- C. *Public Records* – If all solicitations are rejected or a solicitation is cancelled, all solicitation submittals received may remain confidential, at the discretion of the Procurement Manager, in accordance with Chapter 119, Florida Statutes, as amended.
- D. *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 with 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 full contract execution.
- E. *Post Award Termination* - Unless otherwise prohibited by law, in the event the bidder/proposer/contractor who is awarded a contract by the City 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 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.

Procurement Source Selection & Contract Formation





- F. 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 both or neither firm certifies that it has implemented a drug-free workplace program, local preference will be invoked and award will be made to the firm closest in proximity, or at the discretion of the City Manager or designee.
- G. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the city may negotiate on the best terms and conditions. The city shall document the reasons that such action is in the best interest of the city in lieu of resoliciting competitive sealed bid, proposals, or replies.

4.5 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.

For contracts awarded through the formal solicitations process, owner direct purchases shall be coordinated with the awarded contracts, and the City Manager shall have approval authority.

4.6 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 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 in order 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.



4.7 TERMINATION OF CONTRACT

A 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 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 breach of contract notifications, may be disqualified from bidding or proposing on city contracts.

4.8 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 as set forth in Florida Statutes Chapter 255, Section 255.05(1)(a) and be in a form and with terms acceptable to the City.

4.9 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 approval by the City Manager (or designee). All Emergency Purchases at Procurement Level FIVE shall be submitted to the Commission for approval at the next scheduled Commission meeting, if possible.
- O. Purchase of construction materials included in the scope of an awarded construction contract in order 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 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 purchases, transactions and expenditures listed above 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 for 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 as described above. All amendments to exempt procurements not otherwise specifically addressed shall be reviewed in advance by the Procurement Manager for a determination as to whether Commission approval is required.

4.10 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:

1. The ability, capacity, skill and sufficiency of resources of the bidder to perform the contract and provide the requested materials or service.
2. The bidder's ability to perform the contract within the time specified.
3. The character, honesty, integrity, reputation, judgment, experience and efficiency of the bidder.
4. The quality of performance and conduct of the bidder on previous contracts with the City or any other reference or party that the bidder has performed work or services.
5. A bidder's propensity to request change orders based on bidder's conduct under previous contracts with the City.
6. A bidder's previous failure to meet specified substantial completion dates or other milestone dates on previous contracts with the City.
7. A bidder's current workload and projected workload during the performance of the contract.
8. 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

Procurement Source Selection & Contract Formation



of State of Florida, local governments, FDEP, FDOT, Water Management District, and OSHA.



9. The quality, availability and adaptability of the supplies or professional or contractual services to the particular use required.
10. The ability of the bidder to provide future maintenance and service on the matter procured and the financial impact upon the City to receive future maintenance and services.
11. The bidder's pecuniary ability and financial stability.
12. The ability to meet the City's stated requirements for bonding and insurance in order to fully protect the interests of the City.
13. 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 bidder has failed to render payments to subcontractors, suppliers, employees or material men.
14. Whether bidder is involved in a recent past (within past three years) or a current dispute with the City involving threatened or pending litigation regarding a previous contract with the City.
15. The proximity of bidder's labor force, equipment and business operation in relation to the City.
16. Proportional amount of the work or services bidder intends to perform with its own organization as compared with the portion it intends to subcontract and the qualifications of subcontractors whom the bidder proposes to use.
17. 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.
18. Any other circumstances or factors deemed in the best interest of the City as determined by the City's discretion.

The above factors may be determined by 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/proposer, 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 germane 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.



4.11 PIGGYBACKING.

To the extent not prohibited by general law, whenever a state, county, municipality, school district, or other governmental agency has a pre-existing contract, which is in effect concerning goods, materials, equipment or services the city wishes to acquire, the City may, where appropriate, piggyback onto such contract where such contract has been procured and awarded during the last 36-month period pursuant to a competitive procurement process. The City shall obtain documentation evidencing that a competitive procurement process was performed by the government agency to procure the contract proposed to be piggybacked upon and an executed copy of such contract. The contractor/vendor shall execute a separate agreement with or agree to a purchase order from the City which confirms that the same prices, terms and conditions granted to the original contracting governmental agency will be granted to the City along with agreement to City established provisions providing for indemnity, insurance, controlling laws, venue, dispute resolution and other provisions as may be recommended by the Procurement Manager or City Attorney. Piggybacking is not authorized when the action would call for a substitution of goods, materials, equipment and services that were not originally proposed or bid on and not originally evaluated as part of the contract award. Piggybacking is not authorized for the procurement of "professional services" as defined by F.S. § 287.055, the Consultants' Competitive Negotiation Act. The Procurement Manager may establish policies relating to the appropriateness of and criteria for piggybacking onto contracts of other governmental agencies. The piggybacking of contracts concerning amounts beyond the City Manager's purchasing authority shall be approved by the City Commission.

4.12 STATUTORY REQUIREMENTS

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

- § 180.24, Fla. Stat., Contracts for [utility] construction; bond; publication of notice [contract, bonding and procurement advertising requirements for utility projects];
- § 255.05, Fla. Stat., Bond of contractor constructing public buildings; form; action by claimants [performance and payment bond requirements for construction projects].
- § 255.0525, Fla. Stat., Advertising for competitive bids or proposals [contains notice requirements concerning the solicitation of competitive bids or proposal for construction projects exceeding certain thresholds.
- § 255.20, Fla. Stat., Local bids and contracts for public construction works; specification of state-procured lumber [requires competitive procurement for public buildings, structures or other public construction projects or electric work exceeding certain thresholds].



- § 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.



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 being served. To achieve these purposes, the city subscribes to the following code of ethics:

- The city will avoid unfair practices by granting all competitive respondents equal consideration as required by State, Federal, and city regulations.
- The city will conduct business in good faith demanding honesty and ethical practices from all individuals participating in the procurement process.
- The city will promote positive vendor relationships by affording courteous, fair, and ethical treatment.
- 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.
- The Procurement Division adheres 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 evaluation 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 with respect to 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 included 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 protest is completely 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 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 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 who are on the State of Florida Department of Management Services' Suspended Vendors List or Convicted Vendors List are barred from submitted 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 who is 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 the section below (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 and no/100 dollar (\$250.00) non-refundable filing fee. Said filing fee 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 the 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 (\$1,250.00). 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 (\$10,000.00) if the One Thousand Two Hundred Fifty Dollars (\$1,250.00) is clearly inadequate under the facts presented. If the city increases the required bid bond amount, the protester shall have seven (7) calendar day 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 (\$1,250.00) and the new amount of bid bond established by the city. Failure to pay the additional amount of bid bond 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:

1. 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.
2. Notwithstanding any in this Procurement Policy to the contrary, no protest may be filed or heard after the contract award has been approved by City Commission, or the contract has been fully executed if City Commission approval is not necessary.



5.3.5 PROHIBITED CHALLENGES

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

1. If the city elects in its sole discretion to weight solicitation evaluation criteria or adopt 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.
2. A protest may not challenge a decision or action of the Procurement Manager under Section 4.4 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 entities 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 as deemed appropriate by the Procurement Manager. The protesting party may not provide additional evidence or otherwise amend its protest after 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 time for rendering a written decision may be extended by the City Manager 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 shall state with specificity the grounds therefore and the action requested of the City Manager. Said appeal shall be based solely upon the issues, arguments, information, and evidence available to the Procurement Manager at the time of 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 of the appeal, or notify the appealing party within said thirty (30) day period that additional time is required before a decision will be 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 such actions that are within 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 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 state with specificity the grounds for the appeal and also the action requested of 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 City Commission at a regularly scheduled bi-weekly public meeting. The appellant, other aggrieved person potentially impacted by the appeal, and city staff shall each be given ten (10) minutes to present the appeal and response. In its discretion, 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 in a timely manner so as 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 timely file a judicial action in accordance with these procedures 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.



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 to fit the organization's development to meet strategic objectives. Professional development opportunities include:

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

The Travel Policy shall be adhered to when travel is required.

Graduate, undergraduate, or associate degrees are not governed under this policy, but are covered in the City of Winter Park's Personnel Policy.



7.1 MINORITY AND WOMEN OWNED BUSINESS

Minority businesses shall have an equitable opportunity to participate in the city's procurement process. The city reserves the right to set aside a percentage of the total amount of funds allocated for the procurement of personal property and services for the purpose of entering into contracts with minority business enterprises. All contracts shall be competitively solicited.

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 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 which operated through the use of 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:

- Purchases of Professional Services which are subject to Section 287.055, F§.
- State or Federal law prohibits the use of local preferences,
- 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,
- The business is determined to be unqualified to perform the work as determined by the city,
- Purchases exempt from the provisions of the City of Winter Park Procurement Policy,
- Purchases made utilizing cooperative procurement agreements with other governmental or public entities,
- Purchases from local, State, GSA and/or other federal contracts and public entities,
- Emergency purchases,
- 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, in an effort to minimize 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 in 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 for the purpose of combining 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 by/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 Program is hereby established to provide authorized city employees with the ability to make purchases on behalf of the city utilizing a City of Winter Park Pcard. The Procurement Manager is authorized to administer procedures, with approval from the City Manager, relating to the Purchasing Card Program. The program shall include the establishment, communication, and maintenance of procedures for the control and use of 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 be responsible for managing the Purchasing Card Program and ensuring compliance with the Procurement Procedures Manual 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 in regards to procurement solicitations and responses thereto 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 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 include 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 electronic signatures.



7.7.3 Anyone affixing a Digital Signature to a document submitted to the City must affix his or her 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.