

CITY OF OCALA

PROCUREMENT

POLICY



March 2017

Title: Procurement Policy

Effective Date: 03/01/2017

Supersedes Date: August 2014

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Title: Overview of Procurement Procedures

Effective Date: 03/01/2017 Supersedes Date: August 2014

Policy No: PRO-010

The Procurement Policy is designed to explain and facilitate understanding of the procurement and contracting functions of the City.

I. APPLICABILITY

The policies contained herein are applicable to all City personnel involved in the requisitioning, receiving, transferring and replacement of supplies, materials, services, and equipment, and the management of contracts.

II. RESPONSIBILITY AND FUNCTIONS

A. Procurement and Contracting Department

1. The primary function of Procurement and Contracting is to purchase the supplies, materials, equipment and services required by the City, and to insure maximum value is obtained for each dollar spent.

B. Procurement and Contracting Officer

1. The primary function of the Procurement and Contracting Officer is to oversee the department and ensure best value for the City.
2. The City's appointed Procurement and Contracting Officer is the final authority regarding procurement actions, except for signature authority which is outlined in **PRO-040 Delegation of Signature Authority for Contractual Spend**. For a full description of the Procurement and Contracting Officer's duties refer to **City of Ocala Ordinance 2017-34**.

III. GENERAL PROCUREMENT PRACTICES

The following shall govern the procurement of supplies, materials, services, and equipment for the City.

All requests for supplies, materials, services, and equipment shall be originated by the user entity; all purchases will be made through, and by, the Procurement and Contracting Department, unless otherwise authorized by policy, or the Procurement and Contracting Officer.

No City officer or employee shall purchase any materials, supplies, equipment, and contractual services, or make any contract other than through the Procurement and Contracting Department without prior written authority, or as specifically delegated herein. Any purchase, order, or contract made contrary to the provisions hereof shall not be approved, nor shall the City be bound thereby.

I. RELATIONS WITH VENDORS

- A. During interviews with Procurement and Contracting staff, or any current or any expected upcoming procurement action with vendors, no one may commit their preference for any product or service, or give any information regarding performance or price, which might in any way give one vendor an advantage over another vendor, or negatively impact the fair and transparent procurement process.
- B. All formal correspondence with suppliers during a solicitation, and up until award, will be through the Procurement and Contracting Department only, except in special cases where technical details involved make it advisable to delegate authority to others. In such cases, Procurement and Contracting shall be provided an informational copy of all correspondence.
- C. All vendors/bidders are prohibited from lobbying City of Ocala staff, officials, and City Council during any solicitation process. Refer to **PRO-030 Anti-Lobbying Policy**.

II. ETHICS POLICY & STANDARDS

Fair and Equitable Treatment: Decisions and transactions by City employees must in all respects be fair and equitable. Actions should be avoided that create any perception that City employees could exert improper influence on behalf of vendors.

Representation: Honesty, transparency, and trustworthiness are essential for strong business relationships. City employees must not misrepresent business information, themselves (including their level of authority) or the City to anyone.

Confidentiality of Information: The City fully respects the principle of confidentiality of proprietary information received from vendors up to the limits of Florida Public Records Act, Chapter 119. City employees must not misuse or disclose such information for personal gain or to prejudice fair competition.

Gifts: The City selects goods and services based solely on "best value" (i.e. the optimum combination of price, delivery and quality). To avoid any perception of an improper attempt to influence business decisions, and to avoid feeling obligated to donors, gifts must never be solicited by a City employee, nor may any gift be accepted that is more than of a nominal value.

Hospitality: Consistent with the rationale behind non-acceptance of gifts, accepting generous hospitality may create a conflict of interest or appear to compromise the integrity of an employee's decision in the selection of bidders for the supply of goods or related services.

I. **PURPOSE**

All vendors/bidders are prohibited from lobbying City of Ocala staff, officials, and City Council during any solicitation process to ensure fair and open competition.

II. **APPLICABILITY**

The anti-lobbying policy and restrictions apply to ANY procurement action, including formal bids, professional procurements, informal solicitations and quote requests.

III. **ANTI-LOBBYING POLICY**

To ensure fair consideration for all proposers/bidders, the City strictly prohibits any communication, whether written, verbal, or through a third party, relative to a solicitation or procurement action, with any department, City official, City Council member, or employee during the submission process, except inquiries directly made to the Procurement and Contracting Department, the Procurement and Contracting Officer, or as provided in **PRO-080: Protested Solicitations and Awards**.

Additionally, the City prohibits communications initiated by a proposer/bidder, or agent, or third party of proposer/bidder to any City official(s), City Council member(s), or employee(s) evaluating or considering the proposals/bids prior to, and up to the time an award decision is made, or approved at a scheduled City Council meeting.

In special cases where technical details are involved, Procurement and Contracting may delegate authority to others. In such cases, Procurement and Contracting shall be provided an informational copy of all correspondence, to ensure and protect, the process.

For all informal solicitations or quote processes, proposer/bidder communication is limited to the City staff managing the procurement process, as well as the Procurement and Contracting Department, and/or the Procurement and Contracting Officer.

Any prohibited communications initiated by a bidder, or a third party on behalf of bidder, will be grounds for disqualifying the offending bidder from consideration for award of the solicitation AND will face up to a three (3) year debarment from doing any business with the City of Ocala.

Title: **Delegation of Signature Authority for Contractual Spend**

Effective Date: 03/01/2017

Supersedes Date: August 2014

Policy No: **PRO-040**

I. REQUISITION/ PURCHASE ORDER APPROVAL

The following provides levels of required approval based on the dollar amount of the order. All designated Procurement and Contracting personnel shall obtain the required approval prior to the final commitment.

- A. The City Manager is authorized, along with his designees, to execute contracts, task work orders, or purchase orders **not to exceed \$50,000** in obligation to the City in accordance with the provisions provided herein.
- B. The City Council shall review and approve all awards for expenditures or contractual obligations over \$50,000.

Definition of “Designee” – The City Manager may elect in writing to designate an individual under their supervision to execute contracts as needed. Whenever these titles are used in the remainder of this entire document, it is understood that the “designee” is included.

II. AMENDMENTS/CHANGE ORDERS AFTER AWARD

- A. City Manager is authorized, along with his designees, to approve changes not to exceed the total authorization level of \$50,000.00 per purchase.
- B. All contracts not previously approved by the City Council with monetary amendments or change orders causing the total contractual obligation to exceed \$50,000 will require the approval of City Council at the next available Council meeting.
- C. Any expenditures or contracts previously approved by the City Council with amendments or change orders that exceed \$50,000 in additional expenditure will be calendared for the next available Council meeting.

Title: **Competition Requirements**

Effective Date: 03/01/2017 Supersedes Date: August 2014

Policy No: **PRO-050**

I. COMPETITION LEVEL REQUIREMENTS

- A. Purchases under **\$5,000** may be made by the using department, with or without competitive bidding. Local vendors are strongly suggested.
- B. Purchases from **\$5,000** to **\$15,000** require three (3) formal, written quotes solicited and documented by the user Department, or hosted by the Procurement and Contracting Department.
- C. Purchases from **\$15,000** to **\$50,000** require a formal quoting process, hosted by the Procurement and Contracting Department. Exceptions can be made by the Buyer to waive the hosting requirement. In those cases, the user Department may manage the quote using the Procurement and Contracting Department approved Request for Quotation (RFQ) document.
- D. Purchases that **exceed \$50,000** require a formal, sealed bid or solicitation, unless waived by the Procurement and Contracting Officer. In all cases, these will be hosted by the Procurement and Contracting Department.

Title: **Source Selection**

Effective Date: 03/01/2017 Supersedes Date: August 2014

Policy No: PRO-060

I. COMPETITIVE SEALED BIDS

City contracts for purchases of supplies or services **over \$50,000** shall be awarded by competitive sealed bid solicitations, unless exempted within this Procurement Policy.

II. BID EVALUATION

The City reserves the right to accept or reject any and all bids at any time during the procurement process, and/or to make award to the lowest responsive bid from a responsible bidder. Major factors to be considered in determining the bidder to be responsible shall include documented performance, prior customer service to the City, financial stability, integrity, equipment, personnel, previous or pending litigation, and qualifications and licenses.

III. PRE-QUALIFICATION

The City may conduct a pre-qualification process for various on-going services in which the responsibility of potential vendors/contractors is evaluated and shall then limit acceptance of bids or responses to those vendors/contractors deemed qualified in such process.

IV. FORMAL PROPOSALS or LETTERS OF INTEREST

- A. *Request for Proposals (RFP) or Letters of Interest (LOI).* Professional services, software, service or supply purchases that have a variety of solutions will be formally evaluated by a City evaluation team, and shall be solicited through Request for Proposals or by Requests for Letters of Interest.
- B. *Evaluation.* Request for Proposals (RFP) or Letters of Interest (LOI) shall state all the evaluation factors, and their relative importance. The Procurement and Contracting Department has the final authority as to who may serve on an Evaluation Committee, while giving preference to those with technical knowledge of the specific procurement. Numerical rating systems may be used, but are not required. Technical advisors may be appointed to the committees; however, they will have no voting rights.
- C. *Evaluation Committee.* An Evaluation Committee is used to review the technical aspects of the submitted proposals for compliance with the specifications; along with scoring and ranking them; and making recommendations for award.

Title: **Source Selection (continued)**

Effective Date: 03/01/2017 Supersedes Date: August 2014

Policy No: **PRO-060**

- D. *Conflict of Interest and Evaluation Committee Rights.* No person shall serve on an Evaluation Committee if he/she has a conflict of interest with respect to the business/firm/vendor/consultant/individual being evaluated. All committee members must sign a conflict of interest statement to serve, and must sign the final evaluation scoring summary submitted by them.
- E. *Discussion and Revision of Proposals/Letters.* Discussions may be held with responsible firms who submit proposals/letters. Discussions are held to promote an understanding of the City's requirements and the firm's proposal/letter and to facilitate arriving at a contract most advantageous for the City. Such negotiating committees should be chaired by a Procurement and Contracting Department representative, as well as the City's Contracting Officer, as needed. The City may allow or require the submittal of revised proposals/letters following these discussions.
- F. *Public Posting.* All intended awards will be posted publicly.

V. PURCHASES UNDER \$50,000

Small Purchases:

Purchases of less than **\$5,000** are exempt from Competitive Requirements and may be purchased directly by the using Department without routing through Procurement and Contracting. However, best value should always be considered before making purchases. City Departments should consult with the Procurement and Contracting Department for suggestions when making purchases that are reoccurring. Whenever possible, local vendors should be used as the first source for these small purchases.

Department Hosted Formal Quotes:

For purchase of supplies and services having a total cost between **\$5,000 to \$15,000** annually, the requesting department must obtain three formal written quotes to submit with the requisition request. Sourcing lists can be obtained from the Procurement and Contracting Department. As a matter of practice, local vendors should be sourced for these small value quotes.

Procurement Hosted Formal Quotes:

Purchases or services expected to cost between **\$15,000 and \$50,000** will be hosted and formally quoted by the Procurement and Contracting Department, unless the requirement is waived by the Buyer. Emailed quotes are preferred. Complete information must be provided in the quote by the vendor, in writing, including, but not limited to: description, quantity, delivery requirements, special conditions, drawings, specifications, insurance, exceptions, etc. All registered vendors which offer the quoted commodity will be invited to participate by the Procurement and Contracting Department.

VI. PURCHASES OVER \$50,000

Purchases or services anticipated to cost over **\$50,000** will have a formal solicitation issued by the Procurement and Contracting Department. It is the requesting department's responsibility to provide a complete and well-written scope, signed and sealed plans, along with specifications to the Buyer before the solicitation will be drafted and issued publicly. These bids will be sealed replies with a set public bid opening date and time.

VII. EMERGENCY OR CRITICAL PURCHASES

- A. An "Emergency" is defined as an immediate need for commodities or services, which is not be possible through normal procurement procedure, because:
1. it would cause a disruption of essential operations
 2. in order to protect and preserve public properties
 3. a threat to public health, welfare, or safety
 4. it would create a significant loss to the City by loss of public funding, grant funding, or the loss of desirable business development

B. *Emergency Procurement Procedure:*

1. In the event of an emergency or a critical purchase requirement, the City Manager, or his/her designee, upon receipt of a written request transmitted through the Procurement and Contracting Officer or designee, may authorize in writing emergency or critical purchases which exceed \$50,000.00. Such purchases shall be exempted from the requirements of the competitive bid or proposal process of this Procurement Policy; however, competitive formal quoting should be utilized whenever possible. These will be calendared as an agenda item at the next available Council meeting.
2. Emergency purchases under \$50,000 may be approved by the City's Procurement and Contracting Officer without a formal solicitation. These will be calendared as an informational item at the next available Council meeting.
3. Such emergency or critical procurements should be made by obtaining pricing information whenever possible from at least two prospective vendors, which must be retained in the contract file, unless the City Manager further determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the City.

4. Emergency or critical purchases over \$50,000 approved by the City Manager are subject to internal audit review, and will require notification to City Council at the next available council meeting.

VIII. SECURITY RELATED PURCHASES

- A. Purchases of goods or services for security systems, wired or wireless networks, alarms, or other peripherals which reveal configurations or methodology supporting the security of City infrastructure are exempt from public bidding.
- B. The Procurement and Contracting Department will quote or benchmark these goods and services whenever possible to assure best value. Non-disclosure agreements are required by all vendors providing equipment or services in support of city-wide security.

Title: Purchases Exempt From Competition

Effective Date: 03/01/2017 Supersedes Date: August 2014

Policy No: PRO-070

I. EXEMPTIONS FROM COMPETITION

The following types of purchasing activities shall be exempt from the formal competitive solicitation or proposal requirements. Contractual agreements or purchase orders, in most cases, will be required for exempt items.

- A. Agreements between the City and non-profit organizations, the federal government, or any other state or local governmental entities, bodies, or boards.
- B. Goods and/or services received by grant, gift or bequest.
- C. All purchases of services from a utility whose rates are determined and controlled by a public services commission or other governmental authority; this includes services such as natural gas, electricity, water, cable, and phone.
- D. Awarded bids made by local, state, or national government agencies, governmental cooperative organizations, or procurement associations.
- G. Purchases from the State of Florida, Pride (Ch. 946 FS), Respect (Ch. 413, FS), or U.S. General Services Administration contracts and contractors who have specifically indicated their willingness to make their GSA contracts available to state and local government as allowed by the Federal Government.
- H. Purchases from FMPA, JPP, or electric co-op using demonstrated competitive bids.
- I. Items/services exempt from competition per Florida statute.
- J. Banking and financial services.
- K. Supplies purchased for resale.
- L. Real Estate: purchase, sale, or lease.
- M. Security related purchases such as alarms, security systems, wired and wireless networks and associated peripherals to protect City infrastructure.
- N. Rental equipment from companies approved by the Procurement and Contracting Department, which are used by City employees for repairs or construction of City infrastructure.
- O. Instructors, lecturers, presenters, trainer fees, and materials.
- P. Police canines.
- Q. Groceries, food, and beverages, including concessions for City events.
- R. Sponsorships.
- S. Dues, memberships, subscriptions, fees for job-related organizations.
- T. Newspaper, periodical, billboard or electronic advertising or marketing.
- U. Leases of property required for City projects.
- V. Goods or services that have been benchmarked, compared, or otherwise reviewed by the Procurement and Contracting Officer where award determination is based on best value for the City.

II. SOLE SOURCE/STANDARDIZATION

A. SOLE SOURCE

A situation created due to the inability to obtain competition because only one vendor possesses the unique ability or capability to meet the requirements of the procurement.

Considerations for justification of Sole Source procurement include the following criteria:

1. It is the only item that will produce the necessary results or need.
2. The commodity is a component, repair, or replacement part of existing equipment for which no commercially available substitute exists, and the purchase can only be made from the manufacturer or sole distributor.
3. Circumstances exist that dictate delivery is a critical factor, and only one vendor can meet the time constraint.
4. Additional unanticipated commodities or services are needed to complete an ongoing task where time is of the essence.

Sole Source Purchase Procedures: Per Florida statute, single/sole source procurements will be posted on the designated City procurement website for review by the general public. Competitive vendors may object in writing to the City's Procurement and Contracting Officer, with the claim the posting is not a sole source, and provide details of their same or like product. The Procurement and Contracting Officer will make a determination to allow, or disallow, the posted sole source justification and award. If a sole source posting is disallowed, a formal bid or quote will be issued in the future instead.

B. STANDARDIZATION

A procurement decision whereby purchases are directed to one source because of a City department's need to standardize products, supplies, or services.

The standardization must be approved by the Procurement and Contracting Officer after a review of justification from the City department.

Title: **Protested Solicitations and Awards**

Effective Date: 03/01/2017 Supersedes Date: August 2014

Policy No: PRO-080

I. **GENERALLY**

- A. This Policy establishes the exclusive procedures and requirements for a protest of a City award under this Procurement Policy.
- B. This Policy shall not apply to the following:
 - 1. Any City bid involving a purchase price of less than \$50,000 (unless City utilizes an Invitation to Bid);
 - 2. A decision by City to procure a contract pursuant to the “Single/Sole Source” provisions of this Procurement Policy. (Such provisions contain a separate procedure concerning objections to such a City decision.);
 - 3. City bids exempt from competition under the “Purchases Exempt From Competition” provisions of this Procurement Policy.
 - 4. A decision by City to enter into a contract pursuant to the “piggy-back” provisions of Florida law; this shall not preclude an objection to such a contract at City Council. (Although piggy-back contracts are not subject to this Procurement Policy, this paragraph is included to clarify that they are also not subject to this Policy.)

II. **POLICY**

A. **Definitions**

As used in this Policy, the following terms shall have the following meanings (regardless of whether they are capitalized):

- 1. **Aggrieved bidder** – A bidder who is adversely affected by a City award including:
 - (a). A bidder to whom a contract under section II.A.3(a) is not recommended be awarded, but to whom, if the aggrieved bidder’s protest is granted, is likely to receive such award (e.g., the aggrieved bidder is the second lowest bidder, or the lowest responsible and responsive bidder).
 - (b). A bidder disqualified under section II.A.3(b).
 - (c). The bidder to whom a contract was awarded, or the lowest responsible and responsive bidder, as to a City award under section II.A.3(c).

Title: **Protested Solicitations and Awards (continued)**

Effective Date: 03/01/2017 Supersedes Date: August 2014

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2. **Bidder** – A participant in a City bid seeking the award of a contract for such bid; a prospective bidder as to a City award under section II.A.1(b); and a prospective bidder as to a City award under section II.A.1(a) protesting the specifications for a City bid pursuant to section II.B.2.
3. **City award** – A decision by the City to:
 - (a). Recommend that City award a contract pursuant to a City bid;
 - (b). Disqualify a prospective bidder; or
 - (c). Reject all bids.
4. **City bid** – A request, offer or solicitation by City, under this Procurement Policy, to enter into a contract with a third party for the provision of goods or services to City including an invitation to bid, request for proposal, letter of interest, or invitation to negotiate.
5. **Contract** – A contract, including purchase order, for goods or services to be acquired by City pursuant to the Procurement Policy.
6. **Corrective action** – Action taken by City based upon a protest. Corrective action may include:
 - (a). Recommending that the City award the contract to the protestor.
 - (b). Removing the disqualification of a prospective bidder as to a City award under section II.A.3(b) of this policy.
 - (c). Rejecting all bids.
 - (d). Such other action as City deems appropriate.
7. **Day** – A calendar day; provided, however, if a time period set forth in this Policy is five days or less, the calculation of such time period shall exclude Saturdays, Sundays and legal holidays (i.e. days when most City offices are closed).
8. **Formal proceeding** – One or more proceedings under section II.G of this policy.
9. **Informal proceeding** - A proceeding under section II.F of this policy.
10. **Interested Party** – An actual or prospective bidder whose direct economic interest would be affected by a City award.

11. **Intervenor** – An interested party as to a City award that is the subject of a protest including:
 - (a). In the case of a City award under section II.A.3(a), the bidder to whom the City has recommended the contract be awarded; or
 - (b). As to other City awards, all bidders who appear to have a substantial prospect of receiving a City award if the protest is denied.
12. **Party** – City, the protestor and any intervenor.
13. **Protest** – A protest filed by a protestor.
14. **Protest committee** – A committee to hear a protest under section II.G.1. The protest committee shall consist of: (a) the City Manager or its designee; (b) the City Finance Director or its designee; and (c) the Director of the City department that will utilize the goods or services that are the subject of the bid, or the Director's designee; if there is no such City department, the third member of the protest committee shall be the Procurement and Contracting Officer.
15. **Protestor** – The bidder protesting a City award.
16. **Specifications** – The specifications, requirements, terms, conditions or processes contained in a City bid.

B. Right to Protest

1. An aggrieved bidder may protest a City award pursuant to this policy.
2. An aggrieved bidder seeking to protest a City award made pursuant to section II.A.3(a) of this Policy based upon an alleged defect in the specifications of the City bid, may protest the City award only if the aggrieved bidder objected to the specifications as follows:
 - (a) If City conducted any pre-bid meetings, the bidder must have attended, and objected to such specification, at the first meeting after the specifications were included in the City bid; or
 - (b). If no pre-bid meetings were held, the bidder must have objected in writing to the specification at least three days prior to the deadline for bids or submissions.
3. Failure to protest a City award under this Policy shall constitute a waiver of all rights to challenge a City award.

C. Notice of Protest

1. A protest shall be commenced by an aggrieved bidder filing a notice of protest with the Procurement and Contracting Officer.
2. The notice of protest must be in writing and shall: identify the City award (with reference to any numbers utilized by City in connection with such an award; identify the protestor; include a clear statement of the grounds upon which the protest is based (including a clear statement of the facts, a reference to statutes, laws, ordinances or other legal authorities that the protestor deems applicable to such grounds, and other information that the protestor deems relevant to a determination of the protest); and specifically request the relief to which the protestor deems itself entitled by application of such authorities to such grounds.
3. The notice must be submitted within five (5) days after the earlier of:
 - (a). The date that City posts, on the City Procurement web page, its intent to make a City award;
 - (b). The date that City posts, on the City web page, a City Council agenda for the City Council meeting at which the City award will be considered by City Council; or
 - (c). The date the City provides written notice to all bidders of its intent to make a City award.

D. Protest Bond

A notice of protest must be accompanied by a protest bond payable to City in the following amounts and in compliance with the following requirements.

1. The protest bond shall be an amount equal to one (1.0) percent of the value of the City bid, but in no case less than five hundred dollars (\$500.00) or in excess of five thousand dollars (\$5,000.00). This bond shall be in cash or by a U.S. postal service money order, or certified, cashier's or bank (official) check, payable to the City of Ocala.
2. The bond required by this section shall be conditioned upon the payment of all costs and charges which City may incur as a result of an unsuccessful protest.
 - (a). If the protest is granted, and protestor receives the corrective action it seeks in the notice of protest, the bond shall be returned to the protestor.

Title: Protested Solicitations and Awards (continued)

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Policy No: PRO-080

- (b). If the protest is denied, or the protestor does not receive the corrective action in substantially the form it seeks in its notice of protest, the bond shall be forfeited unless the last decision-maker in the protest determines that, based upon the facts involved in the protest (including any failure of City to follow procedures applicable to the bid) the public interest was furthered by the protest.
3. Failure to provide the protest bond with the notice of protest shall result in the protest being dismissed.

E. Intervention

1. Upon timely receipt of a notice and protest bond, the Procurement and Contracting Officer shall provide notice of the protest to all other bidders (or, as to a City award under section A.1(b), all prospective bidders of whom City has knowledge are likely to bid).
2. An interested party shall have the right to intervene in the protest proceeding by filing a notice of intervention with the Procurement and Contracting Officer. A notice of intervention may be accompanied by a clear statement of the grounds upon which the intervention is based (including a statement of the facts upon which the intervenor relies, a reference to statutes, laws, ordinances or other legal authorities that the intervenor deems applicable to such facts, and other information that the intervenor deems relevant to a determination of the protest); and a specific discussion of any corrective action that intervenor believes is appropriate.
3. Although an interested party may intervene in the protest proceeding at any time, no intervenor shall be entitled to seek a delay in any portion of the protest proceeding based upon an intervenor's delay in intervening.

F. Informal Proceeding

1. The Procurement and Contracting Officer shall have the authority to review and attempt to resolve the protest informally.
2. The Procurement and Contracting Officer may resolve the protest based solely upon any written material by the parties or may, in its sole discretion, schedule an informal meeting. At any such informal meeting: parties may make oral presentations of the evidence and arguments; witnesses shall not be sworn or subjected to cross-examination; and no formal rules of evidence shall apply.

3. After reviewing the facts surrounding the issues raised in the notice of protest, the Procurement and Contracting Officer shall, within ten (10) days after the notice of protest is filed, make a determination to:
 - (a). Grant the protest and recommend corrective action to be the subject of a further City award; or
 - (b). Deny the protest.
4. The Procurement and Contracting Officer's determination shall be in writing, provide the reasons for that determination, and be provided to all parties.

G. Formal Proceedings

1. Hearing Before Protest Committee.
 - (a). If a protestor wishes to continue a protest after the protest has been denied in the informal proceeding, or after the protest has been granted but the protestor is not satisfied with the corrective action, the protestor may request a formal hearing before the protest committee.
 - (b). A request for such a hearing shall be made to the City's Procurement and Contracting Officer within three (3) days of issuance of the Procurement and Contracting Officer's decision under section II.F.4. Such request shall specify the basis for the protestor's request including any additional information that was not included in the notice of protest. Any grounds not stated shall be deemed to have been waived by the protestor unless they are set forth in the notice of protest.
 - (c). The protest committee shall hold a hearing within ten (10) days of the receipt of such request.
 - (d). All members of the protest committee shall be in attendance at any protest committee meeting. The City Manager or its designee shall serve as the chairperson of the protest committee.
 - (e). The protest committee shall make its decisions by majority vote.
 - (f). At, or prior to, the protest proceeding, any party may submit such additional written or physical materials, objects, statements, affidavits, and arguments which it deems relevant to the issues raised. In the proceeding, any party may make an oral presentation of such evidence and arguments, which may include direct and cross examination of witnesses.

Title: Protested Solicitations and Awards (continued)

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- (g). City shall arrange for a court reporter to attend the protest committee hearing to provide the record to be considered by City Council in the event that a further formal proceeding is held before City Council.
- (h). No more than fourteen (14) days after the hearing, the protest committee shall issue a written decision, which shall include the reasons for the decision, and shall provide copies of such decision to the parties. The length and scope of the decision may vary based upon the complexity of the issues raised but should specifically state any findings of fact made by the protest committee and the significance of such facts to the decision. The decision shall:
 - (1). Grant the protest and recommend corrective action to be the subject of a further City award; or
 - (2). Deny the protest.

2. Appeal to City Council.

- (a). If a protestor wishes to continue a protest after the protest has been denied in the informal proceeding, or after the protest has been granted but the protestor is not satisfied with the corrective action, the protestor may appeal the protest committee's decision to City Council.
- (b). A request for such an appeal shall be made to the Procurement and Contracting Officer within three (3) days of issuance of the protest committee's decision under section II.F.4. Such request shall specify the basis for the protestor's request including any additional information that was not included in the notice of protest. Any grounds not stated shall be deemed to have been waived by the protestor unless they are set forth in the notice of protest.

The City Council shall consider the protest at a regular or special City Council meeting, at least three (3) days' notice of which has been provided to the parties. City Council shall resolve the protest based on the record before the protest committee, and no evidence that was not presented to the protest committee shall be considered unless City Council requests that additional evidence be submitted. Presentations to City Council by the parties shall be limited to thirty (30) minutes for each party, unless City Council determines to provide additional time. City Council members may present questions to the parties. City Council shall base its decision on the protest upon any findings of fact contained in the protest committee's decision unless it determines, from a review of the record before the protest committee, that such findings were not based upon competent, substantial evidence.

(c). At the conclusion of the proceeding, City Council shall, by majority vote:

- (1). Grant the protest and make a recommendation concerning corrective action;
- (2). Deny the protest; or
- (3). Refer the protest back to the protest committee for additional proceedings.

(d). City Council may, but shall not be obligated, to direct the City Attorney to prepare a written decision of City Council for subsequent execution by the City Council President. If no such written decision is made, the transcript or minutes of the City Council hearing shall be deemed a written decision of the City Council.

3. Evidence and Procedural Matters.

(a). At any formal proceeding (including before City Council if additional evidence is permitted by City Council):

- (1). All witnesses shall be sworn and subjected to cross-examination.
- (2). Hearsay evidence shall be admissible but may be provided less weight by the decision maker.
- (3). The judicial rules of evidence and procedures shall not apply but meaningful due process and fundamental fairness shall be provided to the parties.

(b). The burden of proof throughout the protest proceeding shall rest with the protestor.

(c). In order to expedite formal proceedings, the parties are encouraged to reach agreement concerning undisputed facts or issues, and provide a writing containing such agreement to the decision maker.

H. Stay of Procurement during Protests

In the event of a timely protest, the Procurement and Contracting Officer shall stay the award of the contract unless the City Manager, with the advice of the City Attorney and after consultation with the department that will utilize the goods or services that are the subject of the bid, makes a determination that the award of the contract without delay is necessary to protect City's substantial interest. Further, as

an alternative to such immediate award, the City Manager may expedite the protest proceedings, with the advice of the City Attorney, by shortening the time frames for the Procurement and Contracting Officer to make its determination under section II.F.4, or for the protestor to request further proceedings under section II.G.1(a) or section II.G.2(a); if the City Manager shortens the time frames, it shall provide notice to all participants in the protest.

I. Reservation of Powers by the Council

Nothing in this section is intended to affect the powers of the City Council to settle or resolve any protest proceeding pending before the courts relating to any protest.

J. Subsequent Protests

1. Should a protest result in a recommendation of corrective action, the City shall thereafter announce a new City award based upon such recommendation.
2. This policy shall apply in connection with any such new City award but, in connection with any subsequent protest proceeding, any decision maker in a formal proceeding may give weight to any specific findings of fact made in a formal proceeding in the prior protest proceeding. In order to avoid any adverse impact as a result of this rule, all interested parties are advised to consider intervening in a prior protest to protect their rights.

K. Miscellaneous

1. Filing. All documents shall be filed with the Procurement and Contracting Officer. The Procurement and Contracting Officer shall provide copies of all papers filed to any decision-maker in a formal proceeding prior to the commencement of a hearing by such decision-maker. At the conclusion of a protest procedure, the Procurement and Contracting Officer shall provide all papers to the City Clerk.

Service. All documents filed by a party in the protest proceeding shall be served on all other parties. Each party shall file with the Procurement and Contracting Officer, and serve on all other parties, a notice of the address or addresses to use for such service, and may change such address or addresses by subsequent notice. In order to expedite proceedings and in light of the short time frames for parties to take action under this policy, City recommends that each party provide an email address as its service address. Service shall be complete upon faxing or emailing; or within two (2) days after mailing.

2. Legal Representation.

(a). Generally:

- (1). The City Attorney shall provide legal advice to the Procurement and Contracting Officer under section II.F, or the protest committee or City Council under section II.G, and shall not provide legal advice to advise other City staff, concerning the protest.
- (2). City staff shall participate in the protest proceeding in support of the initial City award, without the assistance of counsel. The Procurement and Contracting Officer or its designee shall serve as the City staff representative for this purpose unless the City Manager designates another City staff member to take such action.

(b). In the event that:

- (1). The City Attorney determines that the interests of City necessitate the City Attorney taking affirmative action on behalf of City to uphold the City award (based upon factors it deems relevant, including the size, scope of the City award, whether the protestor is represented by counsel, and the significance of the issues raised), the City Attorney may instead provide legal advice to City staff in connection with the proceeding, and shall immediately provide notice to all parties, and to the City Manager, that the City Attorney will be doing so. Upon receipt of such notice, the City Manager shall, without further approval of City Council, retain special counsel to provide legal advice to the Procurement and Contracting Officer, protest committee or City Council.
- (2). The Procurement and Contracting Officer or City Attorney determines that City staff needs legal advice that the City attorney may not provide (because of its obligations under section II.K.2(a)(1)), the Procurement and Contracting Officer or City Attorney shall provide notice of such determination to the parties and the City Manager. Upon receiving such notice, the City Manager shall, without further approval of City Council, retain separate counsel to advise City staff.

3. Time. Time is of the essence concerning all provisions of this Policy. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day.

Title: Protested Solicitations and Awards (continued)

Effective Date: 03/01/2017 Supersedes Date: August 2014

Policy No: PRO-080

4. No Solicitation. No bidder or other party may engage in any effort, either directly or indirectly, to influence a decision of the Procurement and Contracting Officer, protest committee or City Council under this policy except as expressly permitted by this policy. A violation of this prohibition may result in the disqualification of the bidder, the granting or denial of a protest, or corrective action by City; a decision as to such matters shall be made by the decision maker before whom the protest is pending at the time the prohibited communication is discovered.

5. Final Decisions.
 - (a). A decision by the Procurement and Contracting Officer under section II.F, or by the protest committee under section II.G.1, that is not the subject of further proceedings, is final and binding on the parties.

 - (b). A decision by City Council under section II.G.2, is final and binding on the parties but is subject to review by certiorari in proceedings filed with the Marion County Circuit Court.

Title: Suspension and Debarment

Effective Date: 03/01/2017 Supersedes Date: August 2014

Policy No: PRO-090

I. GENERAL

This policy shall serve as a guideline for the Suspension and Debarment of vendors.

A. Authority

As set out below, the Procurement and Contracting Officer may suspend or debar a vendor for cause. A suspended or debarred vendor shall not be eligible to provide any goods or perform any services, during the duration of such suspension or debarment; provided, however, the Council shall have the power at any time to waive, stay, or lift such suspension or debarment upon the application of the vendor as provided herein.

B. Period of Suspension

The suspension of a vendor will be for an initial period of one to three years based on the decision of the Procurement and Contracting Officer. Length of suspension will be determined by the cause or severity of cause. After the suspension period, suspended vendors may again participate in City solicitations if the company provides proof of financial soundness, current business references, and responsible business methods acceptable to the Procurement and Contracting Officer.

C. Causes of Suspension or Debarment

A vendor may be suspended or debarred based upon the following:

1. Failure to fully comply with the conditions, specifications, or terms of a purchase or contract with the City.
2. Commission of any purposeful misrepresentation in connection with a bid, quotation or proposal.
4. Charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City government contractor. If charges are dismissed or the vendor found not guilty, the suspension shall be lifted automatically upon written notification, and proof of final court disposition provided by the vendor to City.
5. Vendor becomes insolvent, has proceedings in bankruptcy instituted against it or, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.
6. Violation of the ethical standards set forth in local, state, or federal law.
7. Violation of **PRO-030: Anti-Lobbying Policy**.

8. Any other cause the Procurement and Contracting Officer determines to be serious and compelling as to materially and adversely affect responsibility of a vendor to do business with the City.

D. Effects of Suspension and Debarment

Suspended or debarred vendors are excluded from receiving contracts, and departments shall not solicit offers from, award contracts to, or consent to subcontracts with these vendors, unless the City Manager determines that an emergency exists justifying such action and obtains approval from the City Council. Such vendors are also excluded from conducting business with the City as agents, representatives, subcontractors, or partners of other vendors.

E. Continuation of Current Contracts

Suspension or debarment may constitute grounds for termination of contract.

1. The suspension or debarment shall take effect in accordance with the notice provided by the Procurement and Contracting Officer, except that a department may continue contracts or subcontracts in existence at the time the vendor was suspended or debarred, with an Assistant City Manager's approval.
2. Departments may not renew or otherwise extend the duration of current contracts, or consent to subcontracts with suspended or debarred vendors, unless the City Manager determines that an emergency exists justifying the renewal or extension of such contracts, and such action is approved by the City Council.

**DISPUTE RESOLUTION PROCEDURE
(FLORIDA PROMPT PAYMENT ACT)**

I. GENERAL

In the event a dispute occurs between the City of Ocala and a vendor concerning payment of a payment request or invoice for goods or services, a vendor who desires to dispute such decision shall file with the director of the affected department a written notice of payment dispute within five (5) business days after the decision being disputed. The payment dispute must contain the following:

- A. the name and address of petitioner;
- B. a statement of when and how the petitioner received notice of the department's decision;
- C. a statement of all disputed issues of material fact;
- D. a concise statement of the ultimate facts alleged;
- E. a demand for relief to which the petitioner deems itself entitled;
- F. any other information which the petitioner contends is material.

II. HEARING

The department director shall set a meeting with the Procurement and Contracting Officer or his/her designee to resolve the dispute within five (5) business days after the date on which the dispute request was received by the City of Ocala. Final decision will be no later than ten (10) business days after the dispute was formally received by the City.

III. INTEREST

If the Procurement and Contracting Officer or his/her designee upholds the City's decision, then interest charges shall begin to accrue for unpaid amounts within ten (10) business days after the City's final decision. If the Procurement and Contracting Officer or his/her designee finds in favor of the vendor, then interest shall begin to accrue as of the original date the payment became due.

Title: Warehouse Inventory

Effective Date: 03/01/2017

Supersedes Date: August 2014

Policy No: PRO-110

I. WAREHOUSE ORDERING POLICY

- A. Warehouse procurement procedures are overseen by the City's Procurement and Contracting Officer.
- B. Warehouse procurements of inventory stock and non-stock items will follow the city-wide competition requirements previously set forth in this policy with the following exception:
 - 1. Purchases of inventory stock between \$5,000 to \$50,000 posted for public competition through www.aurisi.com by the Warehouse Manager will be considered as completing the formal quoting process.
- C. Warehouse procurements of non-stock items with a value exceeding \$50,000 will be posted through www.aurisi.com, or will follow the city-wide competition requirements previously set forth in this policy. Additionally, these purchases will be placed on a City Council agenda for approval.
- D. Warehouse procurements of inventory stock, assigned a permanent stock number by the City, are ordinary rolling procurements used in day-to-day operations. Those procurements are competed through a bidding action, but do not require additional Council approval. The addition of new stock numbers must be approved by the City's Procurement and Contracting Officer prior to placing out a bid.
- E. All warehouse purchase orders over \$15,000 will be approved by a staff member of the Procurement and Contracting Department.
- F. Vendors wishing to register for notification/ invitations of warehouse bids hosted on www.aurisi.com should contact the City Warehouse Manager.

I. GENERAL

The Procurement and Contracting Department shall oversee all surplus property and procedures, with the exception of vehicle surplus. Surplus shall be defined as any item that is obsolete, broken, or otherwise no longer in use or of value to the City.

II. SURPLUS MANAGEMENT

- A. City Departments shall send an email request to the Procurement and Contracting Officer requesting to surplus items. The email must contain item description, pictures, reason for surplus, and an explanation of condition.
- B. Upon item acceptance into surplus, the using department will deliver the item(s) to the storage unit designated by the Procurement and Contracting Department.
- C. All items with asset tags, require a Capital Asset Disposition Form submission to the City of Ocala Finance Department.
- D. The Procurement and Contracting Department will locate, designate, and maintain appropriate surplus storage facilities as needed.
- E. The Procurement and Contracting Officer will oversee the transfer, auction, and/or disposal of City property as appropriate, and has the final authority as to disposition of surplus assets, including donation, sale, or method of disposal.

Title: **Bonds**

Effective Date: 03/01/2017 Supersedes Date: August 2014

Policy No: **PRO-130**

I. DEFINITIONS

Bonds (General):

Financial assurance from a bonding company that the bidder will perform as specified in the bid or contract.

Bid security (in the form of a bid bond or cashier's check):

Ensures the bidder will enter into a contract and provide the required insurance and Performance and Payment Bonds within specified period of time after award.

Public Construction Bond:

A financial guarantee, executed after award by a successful bidder, to protect the City from loss due to the bidder's inability to complete the contract as agreed.

Maintenance and Guarantee Bond:

Ensures the bidder will provide labor and materials for a specified period to make repairs for any deficiency due to defective materials, workmanship, or equipment.

II. MONETARY VALUE

A. Bid Bond:

Minimum amount of five percent (5%) of bidder's proposed total price, or as posted in the bid.

B. Construction and Performance Bonds:

Each must be in the amount of one hundred percent (100%) of the contract price for single projects; or for continuing construction contracts with multiple phases or projects, an amount that represents the average total value under construction at any given time, and is approved by the City project manager.

C. Maintenance and Guarantee Bond:

Each must be in the amount of one hundred percent (100%) of the contract price for single projects; or for continuing construction contracts with multiple phases or projects, an amount that represents a fair proportional value of the project, and is approved by the City project manager.

III. WHEN USED

Per Florida statute, public construction bonds are always required in the case of construction contracts exceeding \$200,000.

Performance bonds should be required for complex or important service contracts. Bonds may be desirable for any complex contract where recovery from failure of the contractor would entail substantial financial or capability loss to the City.

Title: FDOT (Florida Department of Transportation) Local Agency Participation Requirements

Effective Date: 03/01/2017 Supersedes Date: August 2014

Policy No: PRO-140

I. PROCEDURES

The City of Ocala will follow the procedures set forth for Federal LAP projects administered by the Florida Department of Transportation (FDOT) per the guidelines in FDOT Form 525-010-43 as follows:

A. Advertising for Bids

The City of Ocala shall advertise authorized projects a minimum of three (3) weeks on the City procurement website, and make available approved plans and specifications to bidders during the advertising period.

Approval shall be obtained from FDOT prior to issuing any addenda which contains a major change to the approved plans or specifications during the advertised period. (23 CFR 635.112(d)(e)(f)(g)(h) and 49 CFR 18.36)

B. Design Build Project Procedures

Design Build projects that are LAP projects will comply with City of Ocala procedures which includes advertising methods, proposal evaluations, and awarding of projects using design build procurement procedures in compliance with Florida Statutes.

C. Bid Opening and Tabulations

All bid openings shall be publicly opened and announced either item by item or by total amount all bids received in accordance with the terms of the advertisement. Any bid received and not read aloud, shall have the name of the bidder and the reason for not reading the bid aloud publicly announced at the letting. (23 CFR 635.113(a))

The City Procurement and Contracting Department shall forward Tabulations of bids certified by the assigned Buyer to FDOT. The tabulation shall show: (1) Bid item details for at least the low three acceptable bids, and (2) The total amounts of all other acceptable bids.

Title: FDOT (Florida Department of Transportation) Local Agency Participation Requirements (continued)

Effective Date: 03/01/2017

Supersedes Date: August 2014

Policy No: PRO-140

D. Bid Analysis and Award of Contract

The City will examine the unit bid prices of the apparent low bid for reasonable conformance with the engineer's estimate.

The City shall award contracts solely on the basis of the lowest responsive bid submitted by the bidder meeting the criteria of responsibility and specifications with the prior approval of FDOT. (23 CFR 635.114)

E. Contract Time

Contract time shall be in compliance with Section 1.2.7 of the FDOT Construction Project Administration Manual. (23 CFR 635.121)

F. Engineer's Estimate

If the LAP project is on the National Highway System, the City of Ocala will use FDOT's method of estimating costs. (23 CFR 630B)

G. Project Supervision and Staffing

All FDOT LAP projects will have the plans and specifications reviewed for construction compliance by the City Engineer or an assigned Florida registered professional engineer. (23 CFR 635.105)

H. Warranty Clauses

Warranty contract clauses for LAP projects will comply with Title 23 CFR 635.413 of federal guidelines.

Title: **FTA (Federal Transit Administration) Grant Funded Procurement Rules and Clauses**

Effective Date: 03/01/2017

Supersedes Date: August 2014

Policy No: **PRO-150**

- A. All FTA funded purchases for goods or services, or use of third-party contracts, must follow FTA contracting rule. The below Procurement References outline the triggers and thresholds for the use of federal clauses and contractual requirements during performance of the agreement.
- B. When procuring goods or services funded by FTA, FTA Master Agreement clauses must be incorporated in the City contract or third-party contract. The most current FTA Master Agreement can be found at:
<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>
- C. Prior to posting FTA-funded solicitations, the using department staff will perform independent cost estimates for each procurement.
- D. A cost/benchmarking analysis will be completed for potential awards to ensure best value to current market pricing.
- E. Procurement and Contracting staff are responsible to ensure, to the best of its knowledge and belief, that none of the intended awardee's principals, affiliates, third party contractors, and subcontractors are suspended, debarred, ineligible, or voluntarily excluded from participation in federally assisted transactions or procurements. FTA requires grantees to review the System for Award Management (SAM) www.sam.gov before entering into any third party contract expected to equal or exceed \$25,000. Intended awardees are to be searched in the EPLS system, a printout of the screen with the results of the search is to be included in the grant or procurement file prior to the full implementation of SAM.
- F. All procurements should be reviewed and collaborated with the City's designated Grant Manager.

Procurement References

49 USC Chapter 53, Federal Transit Laws

Transportation Equity Act for the 21st Century, Public Law No. 105-178

49 CFR Part 18.36, "Procurement"

FTA Circular 4220.1F, "Third-Party Contracting Guidance"

FT Circular 5010.1D, "Grant Management Requirements"

FTA Circular 9030.1D, "Urbanized Area Formula Program: Program Guidance and Instructions"

FTA Master Agreement

FTA Circular 9400.1A, "Federal Transit Administration Design and Art in Transit Projects"

Title: **FTA (Federal Transit Administration) Grant Funded Procurement Rules and Clauses (continued)**

Effective Date: 03/01/2017

Supersedes Date: August 2014

Policy No: **PRO-150**

Buy America References

49 CFR Part 661, “Buy America Requirements”

49 CFR Part 663, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases”

FTA “Dear Colleague” Letter, March 18, 1997

Federal Register Vol. 71, No. 54, pp. 14112-14118, Buy America Requirements; Amendments to Definitions

Federal Register Vol. 72, No. 182, pp. 53688-53698, Buy America Requirements; End Product Analysis and Waiver Procedures, Final Rule

Federal Register Vol. 72, No. 188, pp. 55103-55104, Buy America Requirements; End Product Analysis and Waiver Procedures, Final Rule correction

Suspension/Debarment References

2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension”

2 CFR Part 180, “Nonprocurement Suspension and Debarment”

FTA Master Agreement

System Award Management Search

Useful Federal Transit Administration References

FTA’s Best Practice Procurement Manual

FTA Procurement Frequently Asked Questions

FTA Procurement Helpline

National RTAP Procurement PRO

Bus Testing Website

49 CFR Part 571, “Federal Motor Vehicle Safety Standards”

U.S. DOT and FTA Buy America Home Pages

Conducting Pre-Award and Post-Delivery Audits for Bus Procurements, FTA T-90-7713-93-1, Rev. B

Conducting Pre-Award and Post-Delivery Audits for Rail Vehicle Procurements, FTA DC-90-7713-94-1, Rev. B

Standard Form LLL

49 CFR Part 20, “New Restrictions on Lobbying”

PURCHASES IN THE EVENT OF A DECLARED EMERGENCY

I. PURPOSE

To provide guidelines for emergency procurement operations and record keeping procedures in the event a major hurricane or other natural disaster strikes the City of Ocala. Following these guidelines will help ensure that procurement operations continue in the face of such a disaster and emergency supplies are procured as quickly as possible.

II. BACKGROUND

During, and in the aftermath of a major hurricane or other natural disaster, this manual provides for the establishment of an emergency procurement operations team that has communications capabilities and access to vendors whose businesses have not been affected by the hurricane or other natural disaster, allowing procurement of needed goods and services.

III. POLICY

In the event of a major hurricane or other natural disaster, to ensure a continuation of Procurement capability, some of the Procurement and Contracting staff may be relocated to the EOC operations center. If required, the team will be provided work space and staff at the Emergency Operations Center.

Records and reports are required to support requests for reimbursement of City of Ocala public funds expended as a direct result of a disaster. It is therefore imperative that the practices outlined in this manual be implemented locally to ensure accurate record keeping in the aftermath of a natural disaster. Hereafter, all natural disasters will be referred to as "hurricane" since this is the natural disaster most likely to occur in the state of Florida.

A. Procurement Operations Prior to Arrival of Hurricane

On Notification of Hurricane Alert by EOC

1. When the City of Ocala Procurement and Contracting Officer or designee is notified by the EOC that it is preparing for the evacuation of low-lying areas due to an approaching hurricane, he will implement the Hurricane Alert Notification Procedure if the declaration occurs outside of normal work hours. Designated Procurement and Contracting personnel will be contacted by telephone, and instructions will be provided for operations and for the placement at EOC.
2. The Procurement and Contracting team will report to the office to move computers to a secure area and to secure personal areas from damage should windows be broken. If the emergency is declared during normal work hours, these steps will either be done or scheduled prior to releasing staff. If the emergency is declared outside normal work hours, staff will be notified when to report to the office to accomplish these tasks when the alert notification is conducted.
3. EOC staffing roster will be established which provides for the Procurement and Contracting Officer and a Buyer to rotate shifts for the duration of the hurricane alert.
4. The Procurement and Contracting team will be established, consisting of the Procurement and Contracting Officer and a Buyer, and one other employee, if needed.
5. Procurement and Contracting staff will maintain a box labeled "EOC Emergency Procurement Kit". This box will contain the necessary forms and reference materials for the local emergency Procurement operation. The EOC box and supplies (including the EOC Log, one box of Emergency Requisitions/ Purchase Order forms, Vendor Lists for emergency supplies and equipment, and a list of City Term Contracts) will be taken from the Procurement and Contracting Department to the EOC.
6. The Procurement Kit will be distributed to any department that will be involved in the procurement of materials and services in the field prior to the designated emergency. Procurement and Contracting staff will sign in on a Procurement and Contracting Staff Sign-In Log. Any Procurement activity will be recorded on a Procurement Activity Log. All Requisition/Purchase orders will be logged on an Emergency Requisition/Purchase Order Log.

B. After Passage of Hurricane

Immediately Following the Hurricane

1. Employees will monitor local radio and television to attempt to find out when City offices will reopen. If the telephones are still operative, employees will remain near their telephones to await instructions as storm recovery operations begin.
2. Designated team members will await instructions on reporting to work.
3. It is possible the Procurement and Contracting Department will activate "contact teams" of two people each to go to primary recovery areas where City workers are heavily engaged in recovery work. Those contact teams would have the task of assisting City personnel in correctly specifying needed goods and services to avoid delays and confusion when emergency requisitions arrive in the EOC.
4. All Procurement and Contracting personnel will ensure that proper forms and FEMA accounting procedures are observed, so the City of Ocala can obtain reimbursement from FEMA after the recovery.

C. Local Procurement Operations

Logistics

1. The Procurement operation at the EOC will consist of Procurement personnel from the City and County. Procurement representatives will ensure that incoming Emergency Requisitions/ Purchase Orders are complete and accurate and will coordinate the distribution of these Emergency Requisitions/ Purchase Orders for processing. Additional Procurement personnel may be assigned to the EOC if warranted.
2. Due to limited space within the EOC, the local Procurement operation will be established by the Procurement and Contracting Officer or designee of the Procurement outside of the EOC. The exact location, composition and activities of the local Procurement operation will be tailored to meet existing conditions and needs. Shifts will be authorized if warranted.

Authorities

1. Authority to Request: The City Manager can sign and submit an Emergency Requisition/Purchase Order to the EOC. An alphabetical listing of City of Ocala employees authorized by the City Manager to make purchases is also provided in the EOC box for employee verification purposes.
2. Authority to Approve: The Procurement and Contracting representative at the EOC reserves the right to question all incoming Emergency Requisitions/Purchase Orders and may require additional departmental justification for certain requisitions which do not appear to be emergencies. The Procurement and Contracting representative at the EOC also has the authority to set priorities as to what is requisitioned immediately following the hurricane and differentiate between emergency requirements and normal operating supplies.
3. The names and signatures of the Procurement and Contracting Officer or designee and all Buyers will be provided on an "Authorized Signature List". This list will be included in the EOC Emergency Procurement Kits. Authority to process Emergency Requisitions/Emergency Purchase Orders rests with the Procurement and Contracting Officer or designee of the Procurement and Contracting Department or other designated representatives identified on this list.
4. A signature from this "Authorized Signature List" must be obtained beneath the Requestor's signature on the Emergency Requisition/Purchase Order.

Vendors

1. A binder containing commitments from vendors to provide certain emergency supplies to City of Ocala will be included in the Emergency Procurement Kit. These vendors will be contacted initially, using the on-call phone numbers, to see if they are operational and can fulfill the request.
2. If vendors from whom the City of Ocala has obtained commitments but then cannot supply the materials in a timely fashion, other vendors may be contacted to secure the supplies or services needed.
3. Prior to a declared emergency, the Procurement and Contracting Department will fax or e-mail a letter to various vendors notifying them of the emergency and the possible need of supplies and services.

D. FEMA Guidelines to Follow in Procurement and Contracts

FEMA guidelines to follow include:

1. All records and reports required to support requests for reimbursement of City of Ocala funds expended as a direct result of a disaster must be original for audit purposes. Keep all original documentation.
2. FEMA will not reimburse for blanket agreements. Each Purchase Order or Contract for emergency supplies or services must be specific.
3. Following a "Declaration of Emergency," in the interest of expediency, the Procurement and Contracting teams at the EOC will be exempt from bid/quote requirements. However, if time allows, a competitive environment shall be maintained.
4. Renting and Leasing equipment and materials shall give precedence over outright procurement. FEMA strongly prefers requests for reimbursement on rented items.
5. Oral contracts can severely jeopardize the City's ability to receive reimbursement from FEMA. Specify quantities, prices and specific items being purchased in writing.
6. Be careful about out-of-state vendors submitting bogus bid bonds or worthless payment and performance bonds. To protect the City, bonds must be issued by or countersigned by an agent authorized to do business in Florida.
7. Vendors who have been debarred, suspended or considered ineligible by FEMA and by the State of Florida will not be engaged in disaster recovery work.
8. Contracts for removal of debris or wreckage should be based on fixed price or unit price (e.g. cubic yard).
9. Contracting for construction work should be based, whenever possible, on competitive bids.
10. To the extent feasible and practicable, contractors residing or doing business primarily within City of Ocala should be engaged in disaster recovery work. FEMA encourages contractors to support the local economy. All contracts entered into which will involve FEMA claims must state the contractors will use materials and supplies and hire laborers to the extent possible within the disaster area.