

City of Ocala



Purchasing Policies

November 2010

Title: **Purchasing Policies**

Effective Date: 11/2010 Supersedes Date: 07/08/03

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[PUR-100]

Title: **Delegation of Signature Authority**

I. General

Policy PUR-020 provides the authority and approval requirements for purchase commitments.

II. Requisition Approval

The following provides levels of required approval for requisitions based on the dollar amount of the order.

- A. Requisitions may be approved by Department heads or their designees not to exceed \$35,000.00.
- B. Requisitions exceeding \$35,000.00 must be routed through the Cabinet Appointee and exceeding \$50,000.00 through the City Manager or designee for approval.
- C. Requisitions exceeding \$100,000.00 will be routed to the City Council for approval, prior to routing to Purchasing.

Definition of “Designee” - The City Manager, Assistant City Managers, Chief of Staff, Chief Financial Officer, Chief of Police, Directors, and Department Heads, may elect to designate an individual under their supervision to approve requisitions/actions as needed. Whenever these titles are used in the remainder of this entire document, it is understood that the “designee” is included.

III. Purchase Order Approval

The following provides levels of required approval for purchase orders based on the dollar amount of the order. All purchasing personnel shall obtain the required approval prior to the final commitment.

- A. Purchasing Agents are authorized to execute purchase orders not exceeding \$35,000.00.
- B. Cabinet Appointees are authorized to execute purchases not exceeding \$50,000.00.
- C. The City Manager is authorized to execute purchase orders not exceeding \$100,000.00. The City Council shall review and approve awards for all purchases exceeding \$100,000.00.
- D. A monthly Purchase Order Report will be provided by the Office of Budget and Finance to the City Council as a monthly informational report of purchases between \$35,000.00 and \$100,000.00 original order amount or changed order amount.

IV. Amendments/Changes after Award (Change Orders)

- A. Purchasing Agents are authorized to execute Amendments/Changes up to 100% of the original value of the award not to exceed the total authorization level of \$35,000.00. The Cabinet Appointees are authorized to execute Amendments/Changes up to 100% of the original value of the award not to exceed the total authorization level of \$50,000.00. For orders whose changed total will exceed \$50,000.00, the Cabinet Appointees are authorized to make changes up to 10% of the original order amount in accordance with all legal, policy and procedural requirements.
- B. The City Manager or Designee shall execute **all** Amendments/Changes after award which exceeds the Cabinet Appointees authority, not to exceed the total authorization level of \$100,000.00 cumulative change order total.
- C. All Amendments/Changes that exceed the authority of the City Manager require the approval of City Council. Exception to this policy is given where City Council has approved the original

request and such request is a requirements type contract and states that said quantities are estimated and actual quantities may vary up or down according to usage.

- D. Authority to increase the amount of any award is predicated on the condition that all provisions of the original award remain intact and unchanged.
- E. Cancellation of Purchase Orders: Purchase Orders may be cancelled upon receiving a purchase order cancellation request through the Financial Information System (FIS) Change Order module from the highest level authority which approved the requisition that resulted in the original purchase order. No purchase order shall be cancelled for reasons of personal preference as to product or vendor. Cancellations shall be requested only in the best interests of the City, similarly to purchases. Cancellations for cause (vendor non-performance) must be documented. Cancellations for convenience may in some cases entail cost to the City and the authority requesting cancellation must consider potential costs and liabilities in authorizing cancellation.

Title: **Competition Requirements,**

Effective Date: 11/2010

Policy No: PUR-040

I. General

Policy PUR-040 mandates competition thresholds in procurements and pre-qualification of contractor's requirements.

II. Competition Levels Requirements:

- A. Purchases not exceeding \$2,500.00 may be made with the Department Director's approval, with or without competitive bidding
- B. Purchases from \$2,500.01 - \$35,000.00 require 3 quotes solicited by user Department.
- C. All purchases exceeding \$35,000.00 require a formal solicitation.

Title: **Purchases Exempt From Competition**

Effective Date: 11/2010

Supersedes Date: 11/01/01 **Policy No: PUR-060**

I. Exemptions from Competition

The following are exempt from formal competitive bid and proposal requirements:

- A. Agreements between the City Council and non-profit organizations, the federal government, or other state or local governments, including the transfer, sale, or exchange of goods and/or services.
- B. Goods and/or services received by grant, gift or bequest.
- C. Purchases not to exceed \$2,500.00 (no purchase shall be artificially divided so as to constitute a purchase not exceeding \$2,500.00).
- D. Payroll and payroll related deductions.
- E. Awarded bids by local, state or national government agencies, government cooperative purchasing organizations or purchasing associations that have been awarded through a competitive process.
- F. Purchases from the State of Florida, PRIDE (cf. Ch. 946 FS), RESPECT (cf. Ch. 413, FS), or U.S. General Services Administration Schedule 70 contracts for information technology, or contractors on

schedule 70 who have specifically indicated their willingness to make their GSA contracts available to state and local government and other GSA contracts approved for local government use.

G. Those items/services exempt from competition per ss 287.057(5)(f)

H. Banking services

I. Supplies purchased for resale.

II. Purchase Orders shall be issued to provide for payment for the following competition exempt items:

A. Emergency purchases

B. Processed media: movies, slides, videos, and other from processor, producer or exclusive distributor

C. Purchases from State of Florida term contracts and PRIDE or RESPECT purchases

D. Purchases from GSA Contracts and other governmental entities' Invitations to Bid

E. Term purchase agreements issued on an annual basis wherein the exact quantity of items or identification of specific items cannot be determined in advance

F. Sole Source procurements

G. Items which have been approved for standardization, and a specific vendor has been delineated in the standardization process

H. Maintenance Agreements

I. Awarded Bids by Local, State, or National Government Agencies, Government Cooperative Purchasing Organizations or Purchasing Associations and Purchases from the State of Florida or U.S. General Services Administration Contracts

III. Emergency Procurements

Notwithstanding other provisions of this Policy, procurements may be made in emergencies in instances in which the procurement could not reasonable have been made pursuant to this Policy, provided that procurements shall be made with as much competition as practical under the circumstance. After the procurement the Division Assistant City Manager or Chief of Staff shall provide a signed written statement providing reasonable detail the procurement, the price, cause and basis for the emergency and why the procedures set out in this section were not followed. A copy of the statement shall be included in the procurement contract file. Failures to anticipate a need or situation(s) created by improper planning or negligence are not to be considered an emergency unless such failure creates a public health and or safety concern.

IV. Accessing Other Jurisdiction Contracts

Accessing other governmental jurisdiction's contracts also known as "piggybacking" is allowed and utilized for the procurement of goods and services without formal bid procedures by utilizing other public entities' award of an Invitation for Bid or Request for Proposal. This should be the exception and not the rule.

V. Sole Source

A. PURPOSE:

To provide a mechanism for the procurement of goods and services which is required to accomplish a necessary task, and available from only one vendor.

B. DEFINITION:

Sole source items must meet both of the following criteria:

1. It is the only item that will produce the necessary results (or fulfill the specific need).
2. The item is available from only one source of supply.

Note: It may be a misdemeanor under section 839.13, Florida Statutes, to misrepresent the facts in any procurement (or other) official document, or be anywise concerned in such a violation.

Use of a sole source purchase with corrupt intent to circumvent a competitive bidding process is a felony pursuant to s.838.22, Florida Statutes, and any person who does knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant in violation of s.838.22 Florida Statutes is subject to prosecution.

C. POLICY:

1. The request for Sole Source purchase shall set forth the purpose and need, in addition to why the item is the only one that will produce the required results (or fulfill the specific need). The Purchasing Agent shall attempt to locate competition (alternate sources of supply). Compatibility to existing equipment shall be an acceptable justification for waiver of bidding requirements, provided the item is only available from one source of supply, or going out to bid would require additional costs, warranties, etc.
2. The user department/division shall document the justification for the Sole Source purchase by completing a Sole Source Procurement Request Form(see attachments), indicating the requisition number, which has previously been input into the FIS in accordance with Policies and Procedures. The Division Assistant City Manager or Chief of Staff or designee shall review and approve or disapprove sole source designation after a good faith effort is made to find other available sources.
3. When it is determined that a sole source exists for the required goods and/or services, staff shall conduct negotiations, if appropriate, as to price, delivery, and terms. Requests shall be processed and files updated by the Purchasing Agent. The Purchasing Agent shall keep a file of sole source purchases over the sealed bid threshold or if a purchase order is issued documentation shall be filed electronically with the requisition.

D. AWARD:

Sole source purchases shall be made in accordance with standard procedures.

Title: **Term Purchase Orders**

Effective Date: 11/2010 Supersedes Date: 11/01/01 **Policy No: PUR-080**

I. PURPOSE:

Term Purchase Orders are used for the purchase of materials, supplies, and parts, etc. where exact quantities or items, are not easily determined or usage varies according to conditions or requirements over a specific period of time. Items may be purchased as needed by the user department, against the blanket order number for the term of the Term PO or until the dollar amount is reached.

Warehouse/Inventory items are exempt from approval process as well as dollar limits. They are used strictly to procure inventory items and control is exercised on their distribution.

Title: **Local Vendor Preference**

Effective Date: 112010

Supersedes Date: 07/07/09

Policy No: PUR-100

I. PURPOSE:

The City annually spends significant amounts in purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures, etc. As these purchases are in large part funded from funds generated in the community, the City Council has determined that it is in the best interest of the City to keep those funds in the City by instituting a local vendor preference.

II. DEFINITION OF LOCAL VENDOR:

A local vendor is business that meets all of the following requirements:

- A. has its headquarters, a manufacturing facility, a locally-owned franchise, or an operating branch physically located within the boundaries of Marion County.
- B. has been in operation in Marion County for a minimum of one (1) year prior to the issuance of any City of Ocala formal solicitation.
- C. has paid business or real property tax due to the City of Ocala or to Marion County for the most recent tax year: and
- D. if using subcontractors, will use only subcontractors who meet the criteria of A., B., and C., above.

III. LOCAL VENDOR PREFERENCE POLICY:

In purchasing or letting of contracts for procurement of personal property, materials, and contractual services and in constructing improvements to real property or to existing structures, etc., the City Council, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract:

- A. In an amount not to exceed five percent (5%) for purchases between \$35,000.00 and \$250,000.00;
- B. In an amount not to exceed three percent (3%) for purchases between \$250,000.01 and \$500,000.00.
- C. In an amount not to exceed two percent (2%) for purchases over \$500,000.00. Total bid price shall include not only the base price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the City Council or other purchasing Authority.

IV. EXCEPTIONS:

The local preference provided for herein shall not apply to:

- A.
- B. Engagements funded in whole or in part from any federal, state, or other sources that disallows local preference;
- C. Engagements made through cooperative agreement involving one or more agencies in order to benefit from volume discounts such as State contracts.
- D. Engagements made from another agency's agreements including "piggy-backed" agreements.
- E. Emergency procurements as declared by city council.
- F. Engagements that are waived by city council.

ELIGIBILITY:

Under any applicable solicitation, vendors desiring to receive local vendor preference under this policy must submit a Local Vendor Preference Affidavit [see attachments] with each bid affirmatively demonstrating that they satisfy all pertinent requirements.

Title: **Utilizing State of Florida Term Contracts**

Effective Date: 11/2010 Supersedes Date: 11/01/01 **Policy No: PUR-120**

I. GENERAL:

The City has the option to utilize [State of Florida Term Contracts and State Purchasing Agreements](#) when purchasing certain goods, services, and capital equipment. These contracts established by the Department of Management Services, Division of Purchasing in Tallahassee include goods and services that are common to state agencies, local governments, and public entities. These goods and services are consolidated, and standard specifications are prepared and developed into State Contracts. The contracts are awarded for specified time periods, and are available for use by City, Municipality, and other local public entities.

II. POLICY:

The requirement for solicitation of quotations or bids shall not apply to purchases pursuant to State of Florida Term Contracts. However, section 287.056(3) FS allows state contract users, such as the City, to attempt to negotiate better pricing and other terms with the state contract vendors, and doing so should be attempted for large volume purchases or when market conditions warrant. Since the City is not required to use state term contracts, the statutory authority to negotiate better terms will often put the City in a strong bargaining position with state term contract vendors.

Title: **Accessing Other Jurisdiction's Contracts**

Effective Date: 11/2010 Supersedes Date: 11/01/01 **Policy No: PUR-140**

I. DEFINITION

Accessing other jurisdiction's contracts is a means of procuring goods or services without formal bid procedures by utilizing other public entity's award of an Invitation to Bid or Request for Proposal. This policy exempts from competition purchases off Florida Sheriff's Association contracts, and contracts awarded by local, state, or national government agencies, government cooperative purchasing organizations or purchasing associations.

II. GENERAL

These purchases should be utilized during the term of the entity's contract but the City should be cautious when utilizing another entity's bid. The award will be in accordance with all the terms and conditions, prices, time frames, and other criteria as included in the Invitation to Bid. Changes to terms and conditions, etc., are not allowable.

Additional options may be included unless the total dollar value of the options is in excess of the City's bid limit. It is recommended that the user department/division contact the user department/division of the other entity to determine that the item is exactly what is needed by the City and if the vender performed appropriately.

III. POLICY

Purchasing Agents shall have all of this type of purchase pre-approved by the Division Assistant City Manager or Chief of Staff prior to performing the following due diligence, to assure that accessing the other contract for the purchase in question will be appropriate. Consider whether the specifications, requirements and quantities required by the City are such that the other agency's pricing and other terms would be advantageous, and consider the evolution of market conditions since award of the other agency's contract. The following documentation shall be included in the due diligence for accessing other jurisdictions' contracts:

1. A full copy of the solicitation document, bid tabulation and/or evaluation sheet, the awarded vendor's price sheet, allowance for accessing the contract by the other entity, notification of award, copy of purchase order and/or contract including the expiration date.
2. Quotation from vendor, offering to honor the same prices under the same terms and conditions as indicated in the solicitation document.

IV. AWARD

Award shall be made in accordance with express authority as indicated in the Delegation of Signature Authority, Policy No. PUR-020.

V. Limitations

Only purchases may be accessed; sale or trade-ins shall be sold separately. Should the accessed bid have a line item(s) for trade-in of used equipment, this line item(s) cannot be utilized.

Title: **Standardization and Specifications**

Effective Date: 11/2010

Supersedes Date: 11/01/01 **Policy No: PUR-160**

I. GENERAL:

Specifications are designed to assist the Purchasing Division in relaying requested materials and/or service requirements to the vendor for the purpose of obtaining fair and competitive pricing. See Departmental Standards Manuals where applicable.

Detailed specifications will be the responsibility of the initiating department and must be complete when submitted for the bidding process.

Title: **Protested Solicitations and Awards**

Effective Date: 11/2010 Supersedes Date: 11/01/01 **Policy No: PUR-180**

I. General:

This policy shall serve as a *specific* guideline for protested solicitations and awards.

II. Policy:

- A. **Right to Protest** - After posting any solicitation or award, any actual or prospective bidder or proposer who is aggrieved in connection with the pending solicitation, or any bidder or proposer aggrieved in connection with the pending award of a contract may protest to the Office of Budget and Finance.

- B. **Notice** - The protest shall be submitted within five (5) business days after posting of the award recommendation at the location where bids or proposals are submitted. The protest must be in writing and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. Such protest is considered filed when it is received by the the Office of Budget and Finance with the protest bond in the appropriate amount.

- C. **Protest Bond** - Any bidder who files an action protesting a bid solicitation, a bid rejection, or an award pursuant to this section shall post with the Office of Budget and Finance, at the time of filing a notice of protest, a bond payable to the department in the following amounts.
 - 1. This written request to convene a formal protest must be accompanied by a protest bond of an amount equal to one (1.0) percent of the value of the solicitation, but in no case less than five hundred dollars (\$500.00) or to exceed five thousand dollars (\$5,000.00). This bond shall be in cash or by a U.S. postal service money order, certified cashier's or bank check payable to the City of Ocala. Failure to post such bond within three (3) business days after the Office of Budget and Finance determination shall result in the protest being dismissed.

 - 2. The bond required by this section shall be conditioned upon the payment of all costs and charges which may be adjudged against the person filing the request for a formal protest hearing. If the person protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the City prevails, the bond shall be forfeited, and the City shall be entitled to recover the costs and charges, excluding attorney's fees, of such hearing. The entire amount of the bond shall be forfeited if the City Manager determines that a protest was filed for frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the City or other parties.

- D. **Authority to Resolve** - Protests filed will be resolved under the provisions of this subsection.
 - 1. The Office of Budget and Fianace shall have the authority to review and attempt to resolve the protest informally. After reviewing the facts surrounding the issues raised in the protest letter, the Office of Budget and Finance may make the determination to:

- a. Uphold the protest based on a violation in accordance with the provisions of this article. Should this corrective action result in a change in the recommended awardee, a new award posting will be accomplished in accordance with this section, which posting shall again allow for filing of protests.
 - b. If the protest is denied, the protestor has the right to request that the protest be referred to the City Manager for a formal Protest hearing in accordance with Step 2 of the protest policy as established herein.
 - c. The Office of Budget and Finance shall promptly issue a written statement of the determination, providing the reason for that determination, and providing copies to the protestor and to any other intervening party.
2. If the protestor wishes to continue the protest after it has been denied by the Office of Budget and Finance, the protestor shall be required to request that a formal protest hearing before the City Manager be convened. This request shall be made in writing to the Office of Budget and Finance within three (3) business days of issuance of the Office of Budget and Finances' determination. Such request shall state the particular grounds on which it is based and may include pertinent documents and evidence relating thereto. Any grounds not stated shall be deemed to have been waived by the protestor.
 3. After referral by the Office of Budget and Finance, the City Manager shall hold a hearing within ten (10) business days of the receipt of such request. If unsuccessful the vendor may forward protest to the City Council. The determination by City Council shall be the final decision by the city regarding a bid protest under this section.

Title: **Suspension and Debarment**

Effective Date: 11/2010 Supersedes Date: 11/01/01 **Policy No: PUR-200**

I. General:

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

II. Policy:

A. **Authority** As set out below, the Director, Office of Business & Financial Services, upon the approval of the City Manager, may suspend or debar a vendor for cause. A suspended or debarred vendor shall not be eligible to receive purchase orders or contracts, or purchasing card transactions, during the duration of such suspension or debarment; 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. **Causes of suspension or debarment** - A vendor may be suspended or debarred based upon the following:

1. The City reserves the right to suspend the vendor for misrepresentation, illegal conduct or actions which may adversely affect the community.
2. The period of suspension or debarment imposed upon a vendor shall be within the sole discretion of the City Council. Suspension or debarment shall be for a period commensurate

with the seriousness of the cause(s), and, where applicable, within the guidelines set forth below, but in no event shall such period exceed five (5) years.

3. After imposition of such suspension or debarment, the City Council, in its sole discretion, may reduce or may vacate such suspension or debarment upon the vendor's written request, for reasons such as:
 - a. Newly discovered material evidence;
 - b. Reversal of the conviction or civil judgment upon which the debarment was based;
 - c. Bona fide change in ownership or management provided the violation was not at the direct project management level; if it was, then that level would require replacement.
 - d. Elimination of other causes for which the suspension or debarment was imposed; or
 - e. Other reasons the City Council deems appropriate.
4. The vendor's written request shall contain the reasons for requesting a reduction in the suspension or debarment period. The City Manager, with the assistance of the affected department, shall have thirty (30) days from receipt of such request to submit a written response thereto. The decision of the City Council regarding a request made under this subsection is final and not appealable.

Title: **Design/Build Contracts**

Effective Date: 11/2010

Supersedes Date: 11/01/01

Policy No: **PUR-220**

I. Definitions:

For the purpose of this section, the following terms have the meanings indicated:

A. Design-build firm: a partnership, corporation, or other legal entity which:

1. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or building contractor as the qualifying Agent; and
2. Is certified under Section 471.023, Florida Statutes, to practice or to offer to practice engineering services; certified under Section 481.219, Florida Statutes, to practice or to offer to practice architecture services; or certified under Section 481.319, Florida Statutes, to practice or to offer to practice landscape architecture.

B. Design-build contract: a single contract with a design-build firm for the design and construction of a public construction project.

C. Design Criteria Package: concise performance-oriented drawings and/or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information so as to permit design-build firms to prepare a bid or response to a request for proposal, or to permit the City to enter into a negotiated design-build contract. The design criteria package shall specify such performance-based criteria for the public construction project, including, but not limited to, the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site

development requirements, provisions for utilities, storm water retention and disposal, and parking requirements, as may be applicable to the project.

D. Design Build Construction Manager: a firm who holds a current certificate of registration under Chapter 481, Florida Statutes as a registered engineer under Chapter 471, Florida Statutes to practice engineering and who is employed by or under contract to the City for providing professional architect services, landscape architectural, or engineering services in connection with the preparation of the design criteria package.

E. City: the City and any of its departments that desire to or must adhere to the provisions of this chapter.

II. Authority:

The City Manager is authorized to determine that a City project shall be constructed under a Design/Build contract and shall authorize the preparation of a Design/Build Criteria Package.

Title: Facility and Equipment Lease Agreements

Effective Date: 11/2010

Supersedes Date: 07/08/03

Policy No: PUR-240

I. Purpose

The purpose of lease agreements is to insure that City owned facilities and/or equipment are utilized consistently with the public interest.

- A. All facility and/or equipment leases should provide a net gain to the City. The lease should serve to reduce costs or improve utilization of City owned facilities and/or equipment.
- B. Revenue generated as a result of facility/equipment lease shall be used to offset costs incurred by the City, to improve the condition of the structure or as a General Fund revenue source.
- C. An inspection of the property shall be performed by the department designated as owner or landlord and shall be fair, impartial and realistically appraise the quality, quantity, and condition of the property. The same inspection shall be performed upon termination of lease.

II. Lease Definition

A contract for the use or occupancy of City of Ocala owned facilities, equipment, property or structures for a specified period in exchange for rent.

III. General

- A. All City-owned facility leases with an anticipated annual value in excess of thirty-five thousand dollars will be made available for public competition.
- B. Upon receipt of competitive responses, a selection committee will evaluate each response to determine the overall best value to the City. The evaluation criteria are not limited to, but may include: Reputation, Experience, Facility Type, Management Team, Financial Strength and Vendor Performance Ratings.
- C. The City Staff, upon Council approval, shall initiate negotiations with the number one rated respondent. If a tentative agreement cannot be reached, the City reserves the right to enter into

negotiations with the number two rated respondent and so on. If agreements cannot be reached, the City reserves the right to reject proposals from all respondents.

- D. Upon successful negotiation, or as deemed necessary by City Staff, the contract will be made available for City Attorney review and subsequent placement on City Council agenda to approve for execution.
- E. Revenue generating contracts which do not meet the minimum thirty-five thousand dollar annual threshold (\$35,000.00) may be negotiated by the landlord/owning departments. Contract negotiation shall be performed including the Contract Administrator, City Attorney, the associated departments Assistant City Manager or Chief of Staff and the owning department's Department Head.
- F. Upon successful negotiation, the contract will be made available for CMO review and subsequent placement on City Council Agenda for approval.
- G. Compliance issues should be addressed by the landlord/owning department's Department Head.

Title: **Declaration of State of General Emergency**

Effective Date: 11/2010

Supersedes Date: 11/01/01

Policy No: **PUR-260**

PURCHASES IN THE EVENT OF A DECLARED EMERGENCY

I. PURPOSE:

To provide guidelines for emergency purchasing 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 purchasing operations continue in the face of such a disaster and emergency supplies are procured as quickly as possible and records are maintained.

II. BACKGROUND:

In the aftermath of a major hurricane or other natural disaster, this manual provides for the establishment of an emergency purchasing 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 Purchasing capability, some of the Purchasing Agents 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.

IV. Overview of EOC Operations:

- A. The Emergency Operations Center will be coordinating all emergency operations out of the EOC. As soon as a hurricane passes, the focus will be to document the extent of the damage, provide an estimate of what is needed to repair the damage, and coordinate repair efforts.
- B. Following the declaration of an emergency or disaster area, Federal Disaster Assistance will be made available to the City of Ocala. The Federal Emergency Management Agency (FEMA) is the Federal Agency charged with the responsibility of administering all Federal disaster assistance to State and local governments.
- C. Under Local Emergencies, political subdivisions are given the authority to waive certain procedures and formalities otherwise required of them. During the declared emergency period, many normal purchasing procedures and requirements may be suspended in accordance with this provision. This will allow certain City Department personnel to procure commodities and services vital to the protection of City of Ocala and its citizens.

V. Local Purchasing Operations

A. Logistics

- 1. The Purchasing operation at the EOC will consist of Purchasing representatives from the City and County. City Purchasing 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 Purchasing personnel may be assigned to the EOC, if warranted.
- 2. Due to limited space within the EOC, the local Purchasing operation will be established by the Office of Budget and Finance of the Purchasing activity outside of the EOC. The exact location, composition and activities of the local Purchasing operation will be tailored to meet existing conditions and needs. Shifts will be authorized if warranted.
- 3. Upon authorization by the Office of Budget and Finance, the identified Purchasing representatives will report to the local Purchasing operations site at the EOC.

B. Authorities

- 1. Authority to Request: City Manager can sign and submit an Emergency Requisition/Purchase Order to the EOC. An alphabetical listing of all authorized City of Ocala employees is provided in the EOC box for employee verification purposes.
- 2. Authority to Approve: The Purchasing 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 Purchasing 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 Chief Financial Officer or designee, and all Purchasing Agents will be provided on an "Authorized Signature List". This list will be included in the EOC Emergency Purchasing Kits. Authority to process Emergency Requisitions/Emergency

Purchase Orders rests with the Chief Financial Officer or designee or other designated Purchasing 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.

C. Vendors

1. A binder containing commitments from vendors to provide certain emergency supplies to City of Ocala will be included in the Emergency Purchasing Kit. These vendors will be contacted initially, using the on-call phone numbers, to see if they are still operational and can fulfill the request.
2. If vendors from whom the City of Ocala has obtained commitments 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 Purchasing representative will fax or e-mail a letter to various vendors notifying them of the emergency and the possible need of supplies and services.

VI. FEMA Guidelines to Follow in Procurement and Contracts

A. 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 in duplicate and separate for later close out.
2. FEMA will not reimburse for blanket agreements. Each Purchase Order or Contract for emergency supplies or services must be site specific.
3. Following a "Declaration of Emergency," in the interest of expediency, the purchasing 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 the City of Ocala should be engaged in disaster recovery work. FEMA wants to encourage

contractors to support the local economy. All contracts entered into which will involve FEMA claims must state that the contractors will use materials and supplies and hire laborers to the extent possible within the disaster area.

ATTACHMENTS

CITY OF OCALA - LOCAL VENDOR PREFERENCE
AFFIDAVIT OF ELIGIBILITY

This form is to be completed in its entirety by the prime vendor and submitted with your bid. Incomplete forms will be rejected for preference evaluation.

In addition, each vendor shall submit a separate form for each major subcontractor the vendor proposes to employ. A major subcontractor is defined as a subcontractor whose subcontract constitutes five percent (5%) or more of the total contract price. In order for a vendor to be considered for local vendor preference, all major subcontractors must also qualify. Copy this form if additional forms are required and attach as submittals to each bid.

1. Legal Name of Firm: _____

Mailing Address: _____ Physical Address (if different): _____

2. Date your business was established in City of Ocala: _____
Or
Date your business was established in Marion County: _____

3. Did you pay business or real property tax to either the City or the County for the most recent tax year? Yes _____ No _____

4. Are you planning to employ any major subcontractors? Yes _____ No _____

Under penalty of perjury, the undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information in an attempt to qualify for local vendor preference shall be prohibited from bidding on City of Ocala products and services in accordance with PUR-220 of the City of Ocala's Purchasing Policy manual.

Authorized Signature: _____ Date: _____

Printed Name & Title: _____ Phone: _____

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____