



**TOWN OF JUPITER**

**PROCUREMENT POLICY**

**STANDARD OPERATING PROCEDURES**

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## **I. PURPOSE**

To establish legal authority through policies, procedures and guidelines to insure that all goods, materials, supplies and/or services (herein after referred to as items) are acquired through a fair and equitable process in the most efficient, effective and economical manner available. Our goal is the economical procurement of items conducted by fair and open competition within applicable Florida Statutes, Town Ordinances and Resolutions.

## **II. POLICY**

This policy shall apply to all purchases of the Town. When the purchase of items involves the expenditure of federal assistance, other grant programs, or contract funds, the process shall be conducted in accordance with any mandatory requirements, including applicable federal law and regulations. It is the responsibility of all Town employees involved in the purchasing process to comply with all procedures, guidelines and instructions as set forth in this policy and the provisions of personnel policies 13.17, Conflict of Interest, 13.18 Acceptance of Gifts and 13.19 Vendors. Unless specifically provided otherwise in this policy, the policy of the Town shall be to seek competition where possible in the purchase of materials, equipment and services and to make such purchases at the lowest available net cost to the Town. Provided that the purchase price is fair and reasonable to have such materials delivered when and where required, and consistent with the desired quality of materials, workmanship and/or level of performance. In determining the net cost, the following may be considered: net price, delivery time, availability of service, when significant, comparative cost of operation (i.e., EPA mileage ratings) and previous maintenance experience. Use of recycled or reclaimed products is encouraged when such products are available, of high quality and cost effective. No purchase of items shall be authorized unless adequate funds have been appropriated.

Purchases of items or services determined to be of an emergency nature, or costing less than \$2,500 are exempt from this policy relating to the issuing of a PO prior to purchase. Also exempt are employee reimbursements for clothing, shoes, phones, tools and similar budgeted expenditures for which the Town authorizes allowances as part of the annual budget adoption process.

An emergency is defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential Town services.

If an emergency occurs as defined above, authorization of purchases relating to the emergency must come from the Town Manager or designee.

If authorized, once the emergency situation has cleared or as soon as possible the buyer from within the affected department will prepare a purchase requisition with a justification for the emergency. The requisition must have the approval of the affected department head, and be sent to finance. Once the invoice is received it

must be acknowledged by the department and forwarded to finance for processing. Once the emergency situation has cleared the emergency purchase for items not previously negotiated and approved by the Town Council that exceed the \$50,000 threshold will be brought to the attention of the Town Council by the Town Manager or designee.

**III. PROCUREMENT AMOUNTS**

The Table below describes the procurement and approval authorities:

| <b>Total Contracted Value</b> | <b>Quote/Bid Requirements (Minimum)</b> | <b>Award Approval</b>           |
|-------------------------------|---|---------------------------------|
| \$0.00 - \$2,500              | Single Quote                            | Department Director or Designee |
| \$2,500.01 - \$10,000         | Three Verbal Quotes                     | Department Director or Designee |
| \$10,000.01 - \$25,000        | Three Written Quotes                    | Town Manager                    |
| \$25,000.01 - \$49,999.99     | Competitive Quotes (i.e.DemandStar)     | Town Manager                    |
| \$50,000.00 - \$100,000       | Competitive Quotes (i.e.DemandStar)     | Town Council                    |
| Over \$100,000                | Formal RFP                              | Town Council                    |

The originating department will retain the necessary documentation within their files to demonstrate compliance with these procedures. The department will document quotes in their file and fill out a Requisition and add all appropriate information to the purchase order in the MUNIS System. The appropriate information shall consist of; correct legal name, physical address of company, name and title of contact person, fax number and email address, list of items to be purchased and unit price. Any purchase of items costing more than \$25,000.00 shall require the use of competitive quotes utilizing DemandStar only and the authorization of the Town Manager except where the item

qualifies as an exception as provided below. Any purchase of items over \$100,000.00 shall require the use of a formal RFP process utilizing DemandStar (or other online quote service approved by the Town Manager or his/her Designee) and one newspaper ad to be placed in a newspaper of general circulation. The Town Manager has the authority to approve all purchases up to \$50,000.00. All contracts for purchases over \$50,000.00 shall be approved by the Town Attorney as to form and legal sufficiency, by the Finance Director, or designee, as to sufficiency of appropriated funds and the Town Council and attested by the Town Clerk.

Certain expenditures, items or services are not appropriate for normal marketplace competition or for products where no competition exists. These will be procured by other means agreed upon in advance as authorized by the town manager or his designee. Examples of these items are artistic services, academic programs, health care or medical services, real property, utilities, legal services, financing services and proprietary computer software.

Town Council approval is not required for purchases exceeding \$50,000 relating to the purchase of real property exclusively for Workforce Housing. Purchases not to exceed \$75,000, may be purchased with the prior approval of the Town Manager.

#### **IV. PROCUREMENT PROCEDURES**

##### **A. Petty Cash**

1. Petty Cash accounts may be established with the approval of the Finance Director or designee, to expedite miscellaneous small purchases. Petty cash can be used by all departments for facilitating the transaction of Town business, but shall not normally be authorized for purchases in excess of \$100. Petty cash reimbursements greater than \$100 must be approved by the Finance Director.
2. The use of petty cash is limited to:
  - The purchase of items which are not ordinarily on hand in the Town's inventory.
  - The payment of handling or Cash on Demand (C.O.D.) charges for goods delivered.
  - Small purchases that must be made from vendors who do not offer the Town a credit account or accept a credit card.
  - Meals for local seminars, conferences and other business meeting.
  - Toll receipts and mileage reimbursement.
3. Petty cash requests must be accompanied by a receipt and approved by the petty cash custodian. Each department which manages a petty cash box must provide the Finance Director with a list of authorized custodians, designating each as primary or alternate custodians. Reimbursement checks will be made payable to the authorized custodian.

##### **B. Requisitions/Purchase Orders**

Purchase Orders should be used for ordering all types of office and operating supplies and services, all furniture, machinery and equipment, including all computer hardware and software, and all parts and/or components for repair, replacement, expansion or improvements to existing capital assets. In those instances where a vendor will not accept a Town purchase order as a commitment from the Town, the Town credit card may be used under the terms and conditions contained within these guidelines. The originating department will be responsible for completely and accurately preparing the requisition. The originating department, or alternatively, the Finance Department will generate the purchase order once the requisition has been approved online by the appropriate department director or their designee and the Finance Director or their designee.

In those instances where one department has been assigned responsibility for a specific area of purchases for the entire organization, such as telecommunication services (Information Systems) or vehicle repairs and maintenance (Engineering and Public Works), the requirement that the affected officers must authorize the purchase order shall not apply. Only the Department Director who retains overall responsibility shall be required to approve the requisition. All requisitions require the approval of the Finance Director or their designee regardless of the amount. All requisitions in excess of \$10,000 shall also require the approval of the Town Manager or designee.

All requisitions in excess of \$50,000 require the approval of Town Council, exceptions are requisitions resulting from change orders to engineering or construction contracts that were previously approved by the Town Council and have the approval of the Town Manager or designee.

#### C. Blanket Purchases (Contracts)

Blanket purchases or recurring purchase Contracts are for small purchases where it is not practical or efficient to issue regular purchase orders. Planned purchase's of tools, supplies, office supplies, repair items, etc should be purchased by a regular purchase order. Monthly purchases may not exceed \$3,000 (\$36,000 annually) monthly per vendor. Blanket purchases or recurring purchase Contracts shall not be authorized for more than \$3,000 per month and shall not be used for single or large purchases.

At least monthly, the department will receipt the blanket purchases from the month and submit all invoices approved by the department director in electronic format into the appropriate electronic folder. Once the approved blanket purchases are submitted electronically and reviewed and approved by the Finance Department they will be processed for payment.

#### D. Change Order

Change Orders can be executed by the Department Director provided the related costs are within the Town Council approved contract and budget amounts. Change Orders exceeding those levels that also exceed the spending limits outlined in this policy, must secure the required approvals outlined in this policy.

#### E. Credit Card Purchases

All purchases made with Town credit cards must be made in accordance and in compliance with all other procedures provided for in this policy. The credit cards are a payment mechanism not a procurement mechanism, however, credit cards may be utilized for incidental purchases for less than \$250 and not more than \$2,500 per month from a single vendor during the month without incurring prior specific approval. The Finance Director shall be responsible for obtaining all Town credit cards. The Finance Director may assign credit cards to department directors. The department utilizing the card is responsible for providing invoices (receipts) or other acceptable documentation signed by the appropriate Department Director or their designee to the Finance Department with the monthly credit card billing as supporting documentation for payment within the timeframe allowed by the Finance Department. All invoices (receipts) shall be coded with the account number to be charged.

#### V. COMPETITIVE QUOTE

The Competitive Quote shall be required for each purchase in excess of \$25,000 and less than \$100,000, unless otherwise provided in this section. The Town Manager or his/her designee is authorized to establish bidding procedures and bid specifications.

A. Purchases which use the competitive quote shall be awarded to the bidder providing the lowest and best price that is consistent with the desired quality of materials, physical convenience/distance, workmanship and/or level of performance, subject to the right of the Town to reject any and all bids/proposals unless in conflict with federal/state awards.

Advertising for quotes shall be uploaded to DemandStar and/or other online quote services approved by the Town Manger. Prospective bidders desiring to download the bid documents from [www.demandstar.com](http://www.demandstar.com) may do so for a de minimis fee by calling 1-800-711-1712 and signing up as a free agency subscription for the Town of Jupiter. Prospective bidders may also purchase hard copies of the bid documents from demandstar.com for a non-refundable fee paid to DemandStar. (LAP/FDOT bid/proposal requires a 30 day advertisement.)

1. Cancellation of Quotes should be sent by addendum to DemandStar or quote service.
2. A Notice of Award memo shall be sent when sending the notification to the lowest most responsive qualified bidder from the Department, to inform the vendor of their award. A notice of Unsuccessful Bidder memo shall be sent out to all vendors that sent in quotes.

#### VI. COMPETITIVE BIDDING AND SELECTION PROCESS

The Competitive Bidding and Selection Process shall be required for each purchase in excess of \$100,000 unless otherwise provided in this section. Unless the Town Manager instructs otherwise, the head of the department responsible for a particular project shall serve as the procurement officer for the duration of the project and may delegate the

authority as the procurement officer to their designees. (LAP/FDOT bid/proposal requires a 30 day advertisement.)

#### A. Competitive Bidding Rules and Requirements

1. All purchases shall use the competitive process based on the guidelines set forth herein, except as otherwise provided.
2. Procurement procedures shall be consistent with all applicable federal, state and local statutes and laws, and all contractual obligations with other governmental agencies.
3. The purchasing guidelines herein established are minimum requirements which do not restrict those authorized to make purchases for the Town to go beyond these requirements.
4. The purchasing guidelines shall also apply to leases, excluding real estate property, where the total amount of the lease payment shall be construed as the total purchase amount.
5. No purchase involving amounts in excess of the competitive process limits set forth herein shall be split into parts for the purpose of avoiding the provisions of these guidelines.
6. Purchases which use the competitive process shall be awarded to the lowest most responsive qualified bidder, subject to the right of the Town to reject any and all bids/proposals. The Town reserves the right to reject the bid of a bidder who has previously failed to perform properly or deliver on time work or products of a similar nature. The bid may be awarded in whole or in part. However, the selection committee is expected to consider longevity, delivery time, service cost, reliability and amount of Town labor associated with the purchase when making their recommendation for award.
7. Bids/proposals received and clocked in after the hour and date specified in the bid/proposal form will not be opened. These bids/proposals shall be returned unopened to the vendor.
8. Criteria for determining the lowest most responsive qualified bidder in addition to the proposed cost will include:
  - a) The ability, capacity and skill of the bidder to perform the contract or provide the services required.
  - b) Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay.
  - c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
  - d) The quality of performance on previous contracts or services with the Town and with other entities.

e) The previous and existing compliance by the bidder with laws, ordinances and licensing relating to the contract or service.

f) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.

g) The quality, availability and adaptability of the supplier, or contractual services to the particular use required.

h) The number and scope of conditions attached to the bid.

i) The life cycle cost of the products or related life cycle cost of energy efficient products or components being supplied, furnished or installed for the Town and if identified as a criteria in the ITB, RFP, or RFQ.

j) The distance and convenience of accessing any bidder unless in conflict with federal/state awards.

9. In the event that two or more bidders are tied for lowest most responsive qualified bidder, a closer proximity vendor will be given the tiebreaker advantage unless in conflict with federal/state guidelines.

10. When the award is not given to the low responsive bidder, a statement for placing the order elsewhere shall be prepared and made part of the record when bids/proposals are taken by formal method.

11. Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039 all persons who respond to competitive solicitations are under the "Cone of Silence" as of the deadline to submit the proposal, bid, or other response to the competitive solicitation and until the appropriate authority has approved an award recommendation, rejected bids, or taken otherwise action. This limits and requires documentation of communications between staff, elected officials or selection committee members and bidders of Town competitive solicitations. Staff will provide notice to all elected officials when a competitive solicitation requires compliance with the "Cone of Silence" regulations. If the County makes any changes to the "Cone of Silence" requirements, such changes will be forwarded to all Town elected officials.

12. The Office of Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of competitively awarded contracts in accordance with Article XII, Section 2-241 – 2-452 of the Palm Beach County Code.

13. "Intentionally left Blank"

14. The advertising requirements below are required by Florida Statute 255.0525(2)

Advertising for competitive bids/proposals for a construction project that is projected to cost more than \$200,000 shall be publicly advertised at least once in

a newspaper of general circulation in the county where the project is located at least twenty-one (21) days prior to the date of receiving bids/proposals and at least five (5) days prior to any scheduled pre-bid conference. Advertising for competitive bids/proposals for a construction project that is projected to cost more than \$500,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least thirty (30) days prior to the date of receiving bids/proposals and at least five (5) days prior to any scheduled pre-bid conference. LAP/FDOT bid/proposal requires a 30 day advertisement. In addition to newspaper advertisement, the project may also be advertised by posting a notice in a conspicuous location in Town Hall or by posting the bid documents to DemandStar.com. When using Demandstar.com, complete bid documents, including plans and specifications, must be uploaded.

15. All Plan Holders of Record (all prospective bidders who have obtained bid documents) will be notified through Demandstar, by addendum, of any changes made to the bid documents. Written or electronic notification of cancellation of Bids/Proposals shall be provided to all plan holders of record within ten (10) days of Town's decision to cancel bids.

16. Cancellation of Bids/Proposals should be sent by addendum to DemandStar.

17. The Notice of Intent to Award Memo will be sent to the apparent low bidder from the awarding Department, to inform the bidder of the recommendation for award. Written notice of recommendation for contract award to the Successful Bidder shall be provided to all Unsuccessful Bidders by the Department responsible for the project by sending a Unsuccessful Bidder Memo and returning the bid bond (if applicable).

18. Bid tabulation results must be uploaded to DemandStar within twenty-four (24) hours of the Bid Opening.

### C. Competitive Selection

1. The Town Council may, by affirmative vote of a majority of council members present and voting, acquire goods, services and construct public projects through a competitive selection process rather than through the competitive bidding process provided in subsection (A) of this section, by utilizing the procedure set forth in this subsection. Each solicitation will include the Towns Standard Policies and Standard Specifications as may be amended by the Town Attorney or Town Manager.

2. For those services governed by F.S. 287.055, the Consultants Competitive Negotiation Act ("CCNA"), which include acquisition of professional architectural, professional engineering, landscape architectural, and land surveying and mapping services; the procedures provided in the CCNA shall be followed if the estimated cost exceeds the threshold amounts established by FS 287.017 for Planning; Level 2 (\$35,000) and Construction Costs; Level 5 (\$325,000).

3. For all other competitive selection process purchases, including, but not limited to, the selection of consultants (not governed by CCNA), contractors, and construction managers, the following procedures shall apply:

- a. A request for proposals ("RFP") or Request for Qualifications ("RFQ") will be prepared and distributed;
- b. Each RFP or RFQ shall identify the appropriate evaluation procedures and criteria to be applied to the selection of the best proposal among all respondents. The Procurement Officer or their designee shall establish the evaluation criteria;
- c. Selection Committees must be made up of 3-5 members approved by Town Manager, 1 member has to be at the Director level. Individuals with potential conflicts of interest should not be nominated. Project Managers are responsible for ensuring that Selection Committee members have been given the proposals in advance for their review. Selection Committee members will document and sign their results on the RFP Tabulation sheet. Selection Committee will make selections based on the required evaluation criteria. All Selection Committee meetings must provide reasonable public notice of all such meetings and minutes shall be taken.
- d. The Selection Committee shall rank the top 3 proposals prior to commencement of negotiations. The Town Manager or his/her designee may commence negotiations with the top ranked firm to negotiate a tentative agreement, subject to award by the Town Council; and should the Town be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the Town determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The Town shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Town must terminate negotiations. The Town shall then undertake negotiations with the third most qualified firm. Should the Town be unable to negotiate a satisfactory contract with any of the selected firms, the Town shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.
- e. The Town of Jupiter reserves the right to accept or reject any and all procurement responses and to waive any technicalities or irregularities therein. Town of Jupiter further reserves the right to award the contract to that proposer whose proposal best complies with the proposed specifications and will best further the interest of the Town or to postpone or cancel the RFP/ITB/RFQ and re-advertise in the future.
- f. Final approval of the awards will be made by the Town Council for all awards in excess of \$50,000.

#### D. Consultants' Competitive Contracts

1. A contract for professional services is entered into in accordance with Section 287.055 Florida Statute (CCNA) between the Town and the firm to provide continuing professional services. Consulting contracts shall have a termination date, a termination clause and a total maximum amount that may not be exceeded. After the termination date, the contract may be extended with authorization from the Town Manager or Town Council depending on estimated value and procurement authority.
2. Where more than one consulting contract for the same service is in place, the department will utilize the firms on a rotation basis unless:
  - a. A particular firm performed the initial work; or
  - b. A particular firm has a specific expertise that is necessary to perform the identified task.

c. The Department cannot negotiate a fair and reasonable scope and fee for the task work order.

E. Auditing Services

1. For the procurement of annual auditing services the Town will comply with the competitive solicitation process described in F.S. 218.391

F. Sole Bidder

When invitations to bid result in only one bid being received, action on the bid shall not be taken until the Town Manager has reviewed the bid to determine and justify the basis for determining one or more of the following:

1. The award to the sole bidder is reasonable as a sole source purchase and it is not practical to rebid or re-quote;
2. The bid should be awarded to the sole bidder because the bid price can be determined to be a competitive, fair and reasonable price; or
3. There is sufficient reason to believe that a rebid of the item will not generate additional competitive bids/proposals.

G. Waiver of Competitive Bidding Process

1. If an emergency exists which makes it necessary to make purchases or obtain services due to immediate danger to the public health or safety, loss of public or private property; or an interruption in the delivery of an essential governmental service, as determined by the Town Manager or designee the following procedures shall apply:

a. The Town Manager or designee shall issue a purchase order or contract for such purchases or services as required to mitigate the emergency situation or condition. If such purchase order or contract exceeds the approval authority of the Town Manager, it shall be reported to the Town Council no later than the next regular Town Council meeting.

b. In all cases, when purchases have been made under the authority granted above, the responsible department shall submit a report to the Town Manager documenting the nature, circumstances and declaration of the emergency and the necessity of the purchases.

2. If a vendor extends the prices, terms and conditions of a bid previously awarded by the Town Council and if the offer is accepted within one year from the original date of the acceptance and the quantities to be purchased do not exceed the original quantity awarded.

3. In lieu of bidding procedures the Town may utilize a process commonly known as "piggybacking" to realize the benefits of volume purchases, reduced administrative expenses and time when procuring similar goods. Piggybacking refers to the use of competitive Bids or RFP's obtained by other governmental entities. In accordance with

authority granted by Chapter 287 F.S., the Town may utilize a competitive Bid or RFP solicited by any other municipal, county, state or federal governmental agency if such Bid or RFP is deemed to be in the best interest of the public but only if all the following requirements are met:

- a. The contract is "piggybackable;" if:
  - i). it includes an *assignability* clause that allows for the assignment of all or part of the specified deliverable items, and,
  - ii). the specific items and quantities to be ordered were included in the original bid and evaluated as part of the contract award decision, and,
  - iii). the original contract is less than two years old..

***Note: Piggybacking is not permissible when the action would call for a substitution of goods or an increase in quantities and dollar thresholds that were not originally bid on and not originally evaluated as part of the contract award. Such an order for substitutions or additional quantities would constitute a non-competitive procurement sometimes referred to as a "tag-on." Piggybacking shall not be used as a starting point for negotiations.***

- b. The piggybackable contract was publicly advertised, issued and awarded by a bona-fide governmental agency.

- c. The vendor consents to the piggybacking and executes a separate agreement with the Town which confirms that the same prices, terms and conditions granted to the original contracting agency will be granted to the Town. A copy of the executed agreement is attached to the request for purchase order.

- d. Where the procurement requires approval by the Town Council because it exceeds applicable thresholds or is an unbudgeted expense, a copy of all documents required above will be attached to the agenda item.

- e. Due to the specific nature of service contracts, piggybacking is not authorized for the procurement of professional services.

- f. Piggybacking Documentation Requirements:

The following documentation is the minimum requirements to use another political entity's awarded contract and must be attached to the applicable requisition:

1) Contracts from other Political Entities

- a) Provide the following: Complete copy of the original solicitation.
- b) Tabulation of all solicitation responses.
- c) Copy of the award letter/memo/agenda item by the political entity to the awarded vendor

- d) Complete copy of the vendor's proposal
- e) Copy of letter from political entity and vendor agreeing to the Town to piggyback the contract.

#### 4. Cooperative Purchasing

The Town may participate in, sponsor or administer a cooperative purchasing agreement for the procurement of any supplies, services or construction with one or more governmental bodies.

#### H. Sole Source

1. A sole source procurement is the acquisition of goods and services that for all practical purposes can only be obtained from a single vendor, usually because of limiting technology, technological compatibility with existing systems, parts manufactured by the original equipment manufacturer or other unique qualities of the goods or services that preclude a competitor's price comparison. Sole source procurement determination must be reviewed bi-annually for each item. For a commodity or services to be deemed as sole source procurement, the department must have the appropriate documentation proving at least one of the following:

- a. No other source can meet the Town's requirements.
- b. A different brand, make or specifications would be incompatible with currently owned equipment.

2. Sole Source Procurement written justifications must be included in the packet going to the Town Manager and or Town Council per the procurement amount. These include a patent number or a letter from the manufacturer on the company's letterhead.

#### I. Payment and Performance Bonds

1. When a construction project is established to be Two Hundred Thousand Dollars (\$200,000.00) or less it may be exempt from a payment and performance bonds at the discretion of the Department Director issuing the contract.
2. When a construction project is expected to exceed Two Hundred Thousand Dollars (\$200,000.00), payment and performance bonds shall be required. The conditions of the payment and performance bonds shall be set forth in the Town's standard contract. Approval of such bonds is subject to compliance with the written standards for sureties developed by the Town.
3. All bonds shall be written by a surety with no less than an "A" rating by a national rating agency. All sureties must be on the U.S. Department of Treasury's listing of Approved Sureties and bonds must be written within the treasury's underwriting limitation.

## **VII. GREEN PROCUREMENT**

### **A. Purpose**

The Town of Jupiter recognizes its responsibility to minimize negative impacts on the environment while promoting a healthy community and sustainable economy. The purpose of these guidelines is to provide information, and resources to assist in the selection of materials, products or services that strengthen the Town's commitment to environmental, economic and community sustainability, but will not result in increased costs or expenditures.

While it is the preference of the Town to utilize "Green" products, items purchased must be cost effective, within the budgeted allowance and meet minimum safety requirements..

### **B. Best Practices**

1. Purchase durable and reusable goods
  - a. Use life cycle analysis to determine the best long-term value
    - i. Consider durability & repair ability of products
    - ii. Invest in products with extended warranties
    - iii. Conduct routine maintenance
    - iv. Eliminate single use items such as non-rechargeable batteries
2. Specify product and packaging take-back
  - a. Utilize vendors who offer an Extended Product Responsibility (EPR) program, especially take-back, recycle, and disposal programs to ensure equipment and products are disposed of properly without the added cost.
3. Buy goods in bulk or concentrated form
  - a. Be careful to estimate demand properly. Purchasing more than is needed, can create excess waste.
4. Know what you are purchasing. Select products with environmentally friendly standards whenever possible and cost effective.
5. Utilize locally produced materials and supplies when possible and cost effective.
6. Procure remanufactured goods and use refurbishing services (when practical)
  - a. Toner cartridges, computer upgrades, carpet repairs and furniture refurbishment.
7. Purchase goods containing fewer toxic compounds
  - a. Printing ink low in volatile organic compounds (VOC).
  - b. Chrome and chlorine free cleaning supplies.
8. Reduction of paper use
  - a. Purchase office equipment that has duplex capability.
  - b. Maximize use of electronic application processing, review and storage of data.
  - c. Electronic placement of orders whenever possible.

### C. Guidelines

This Purchasing Policy highlights environmental and economic impacts to consider when selecting products. These and other considerations do not necessarily include or exclude products or services, but should be factored in to ensure informed purchasing decisions.

1. Whenever possible and cost effective employees shall purchase recycled and environmentally friendly products.
2. Whenever possible and cost effective the Town shall purchase fuel efficient vehicles.
3. Whenever possible, and cost effective, the Town will attempt to purchase paper products with a minimum 33% post-consumer recycled content, including but not limited to, copier and printer paper and other office paper products. Additionally, the Town also desires to purchase other paper products with recycled content wherever possible.
4. When purchasing printed materials, the Town shall specify that the product be produced on recycled paper stock, and/or a recycled paper stock option whenever possible and cost effective.
5. Whenever possible, and cost effective, the recycled option shall be selected over any non-recycled stock. Additionally, if available and cost effective, the Town will request the use of environmentally friendly ink, such a soybean based inks.
6. Whenever possible, and cost effective, the Town will specify the use of non-paper products with recycled content to be utilized for applications. Such requests may include the purchase of building materials with recycled content as may be appropriate.
7. The Town shall make every effort to purchase products that have minimal deleterious effects on the environment, in terms of toxicity, biodegradability, impacts on pollution of the air and water supply. This shall include minimizing the purchase of items that emit harmful chemicals such as formaldehyde or methane.
8. Whenever possible, and cost effective, the Town will purchase energy efficient fixtures and equipment for use by employees. The Town may utilize a value analysis process to determine which product or products provide the Town with the lowest overall cost of operation over the life of the product, and award may be made to the product that produces the lowest overall life cycle cost over the course of the product life.
9. When purchasing electrical appliances, the Town shall purchase, whenever available and cost effective, products that are certified as being "Energy Star" compliant through the Federal Energy Star program. This shall include the purchase of computer equipment and monitors.
10. The Town shall promote its use of recycled and other environmentally preferable products by publicizing its sustainable procurement program. Materials produced for advertising, conferences, press releases, and other communications with clients and citizens shall emphasize The Town's commitment to environmental and community stewardship.

#### D. Exemptions

These guidelines are intended as a general guide to assist employees in the selection of products for purchase on behalf of The Town. It does not require the purchase of products that do not perform adequately or products that are not available at a competitive price.

#### E. Summary

The goal of this recommendation is to ensure environmental impacts of our purchasing decisions are minimized or eliminated by obtaining goods and services from manufacturers and vendors who share the Town's commitment to the environment, the community and the local economy.

### **VIII. Contract Administration**

Following quote, bid, or proposal award or approval by the Department Director, Town Manager, or Town Council, Town staff may enter into a contract agreement with a vendor. The goal of *contract administration* is to ensure the vendor performs according to the terms of the contract and that both parties (e.g., the vendor and the Town of Jupiter) properly discharge their responsibilities. Contracts except for real estate contracts are to be signed by the Mayor, Town Manager or their designee or department head based on the following criteria:

- Contracts below \$10,000 Department Director
- Contracts \$10,000.01 and above by the Town Manager or designee
- Contracts \$50,000 or more will be signed by the Mayor after an affirmative vote of the Town Council.

#### A. Role of Contract Administrator

For purposes of this policy and procedure manual, the procurement professional primarily responsible for administering and managing contracts within a Town Department procuring services is the Contract Administrator. The Contract Administrator is responsible for the following:

1. Announcing new contracts to all applicable users of the contract.
2. Managing contracts, including renewing multi-year agreements as appropriate.
3. Documenting all actions taken regarding contracts and maintain such documentation as part of official contract files.
4. Closing out contract files.

## B. Contract Amendments

Throughout the term of the contract, it may be necessary to make changes to the contract. These changes can be minor administrative changes, such as a change of address, or they can be substantial changes that affect the price and delivery. All *contract amendments* must occur in writing.

## C. Price Increases

After contract award, a vendor's request to increase prices pursuant to the contract must be in writing and addressed to the Administering Department. The vendor's request must contain all of the information and documentation called for in the contract. The Contract Administrator or designee will respond to any such request within 30 days or as otherwise required by the contract.

Price increases are subject to the same approval thresholds as outlined in Section III of the Town's Purchasing procedures.

D. The Contract Administrator is responsible for timely payment for non-construction services or construction services in accordance with F.S. 218.73 and 218.735 respectively.

## E. Contract Renewals

If the Town has awarded a term contract and an option exists or is offered to the Town to extend the period of the contract, the Town Manager or designee shall determine if such extension is in the best interests of the Town and may exercise this option on behalf of the Town for periods not exceeding the original contract years.

## F. Contract Extensions

Contract extension generally refers to the continuation of a contract outside of the contract renewal process. All contract extensions must occur in writing and require the vendor's consent.

## G. Termination for Convenience

A Town's contract may include a *termination for convenience provision*. A *termination for convenience* (no-fault termination) allows the Town to terminate any contract, in whole or in part, at any time at its sole discretion, if it is determined that such termination is in the best interest of the Town. The Town must use caution in determining whether to exercise the right to terminate for convenience before establishing a new source of supply.

A written recommendation for *termination for convenience* must have Department Director approval.

#### H. Non-appropriation Clause

It will be understood that each contract with the Town of Jupiter contain language pertaining to non-appropriation of funds. It will be understood that if funding is not approved or a reduction in funds occur, the Town reserves the right to reduce the item identification, decrease the quantities or service(s) provided, delete items or cancel the contract with no harm accruing to the Town due to the reduction or non-appropriation action.

#### I. Default and Termination

A contract may be *terminated for default* when the Town concludes that the vendor fails to perform, make progress, or in any way breached the contract. It should be noted that the Town is not required to terminate a contract even though the circumstances permit such action. The Town may determine that it is in its best interest to pursue other alternatives, for example, extending the delivery/completion date and allowing the vendor to continue working, or working with the vendor's surety to complete the outstanding work. Although the Contract Administrator is generally encouraged to resolve performance issues through dispute resolution, the seriousness of the non-performance issue may warrant the immediate issuance of a default notice. Termination for default should be used as a last resort and not as punishment. The purpose of a termination for default is essentially to protect the interests of the Town while obtaining the necessary goods or services.

A written recommendation for termination for default must have department director approval.

#### J. Termination Justification

To formally terminate the contract, the Contract Administrator or designee shall issue a *notice of termination* to the vendor. The *notice of termination* shall contain the following:

1. The contract number and date of contract
2. The effective date of the termination
3. Reference to the clause under which the contract is being terminated
4. A concise, accurate statement of the facts justifying the termination.
5. A statement that the goods, equipment or services being terminated may be re-procured and that the vendor will be held liable for any excess repurchasing costs.
6. A statement regarding any other claim for payment of damages by the vendor to the Town.

#### K. Bid Protest

1. Right to protest. Any actual bidder, proposer, offeror, or contractor who is aggrieved in connection with an invitation to bid, request for proposals or other procurement solicitation may protest such procurement.

2. Procedure. A protest must be in writing and shall state the reason for the protest. It shall be submitted to the Department Director within 72 hours of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest. All protests must be accompanied by a bid protest fee equal to 1% of the lowest proposed bid. If bid protest is upheld, such bid protest fee will be returned to protesting party. The Department Director shall review such protest and shall issue a written decision as soon as practicable after such review is completed. The decision of the Department Director may be appealed in writing to the Town Council within seven (7) calendar days excluding Saturdays, Sundays and state holidays after the date of the procurement official's written decision. The decision of the Town Council shall be final. An appeal of the decision of the Town Council shall be to the appropriate court in the Fifteenth Judicial Circuit, Palm Beach County, Florida.

3. Stay of procurement during protest. Procurement which is the subject of a timely protest shall be stayed until a final decision by the Town Council regarding such protest has been made. The Department Director shall not proceed further with the invitation to bid, request for proposals or other procurement solicitation which is the subject of the protest until all administrative remedies have been exhausted and a final decision by the Town Council has been rendered.

#### L. Debarment/Suspension

1. The Town Manger may debar or suspend a person or entity from participation in Town procurement for cause. The debarment shall be for a period of not more than three years. Causes for debarment include:

a. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

b. Conviction under state or federal statutes of 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 Town contractor;

c. Conviction under state or federal antitrust statutes arising out of the submission of bids/proposals;

d. Violation of contract provisions, described below, of a character which is regarded by the procurement official to be so serious as to justify debarment action;

e. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

f. A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered as a basis for debarment;

g. Violation of the ethical standards contained in this or any other Town policy;

h. Debarment by another governmental entity for any cause listed in this policy; and

i. Any other cause the Town Manager determines to be as serious and compelling as to affect responsibility as a Town contractor.

#### M. Decision to Suspend or Debar

A decision to suspend or debar shall be made after consultation with the Town Attorney. The Department Director shall issue a written decision of suspension or debarment to the person involved. The decision shall state the reasons for the action taken and inform the person involved of the person's rights concerning administrative or judicial review of such suspension or debarment. A copy of the decision shall be mailed or otherwise delivered immediately to the person suspended or debarred.

#### N. Finality of Decision

A decision to suspend or debar shall be final and conclusive, unless the person suspended or debarred files a written notice of appeal to the Town Council within ten days after receipt of the procurement official's decision. If an appeal is taken, the decision of the Town Council shall be deemed final and conclusive. An appeal of the decision of the Town Council shall be to the appropriate court in the Fifteenth Judicial Circuit, Palm Beach County, Florida.

#### O. Renewable Contracts,

If the Town has awarded a term contract and an option exists or is offered to the Town to extend the period of the contract, the Town Manager or designee shall determine if such extension is in the best interests of the Town and may exercise this option on behalf of the Town for periods not exceeding the original contract years.

#### P. Sales Tax Exemption

1. The Town of Jupiter is exempt from paying State Sales Tax. All employees who purchase goods or services on behalf of the Town shall supply each vendor with a copy of the Town's tax exemption certificate to avoid being assessed State Sales Tax. No employee shall be reimbursed for the payment of State Sales tax except for travel outside of the State of Florida and nominal purchases made on behalf of the town.

2. The Sales Tax exemption privilege is for the purchase of goods and exclusively for the use of the Town of Jupiter. Under no circumstances shall an employee attempt to

purchase goods or supplies for personal use using the Town's tax exemption number.

Q. Surplus Property Disposal

1. Department Director, or designee, declares an item to be surplus to his/her department.
2. The Department Director shall dispose in the following order of precedence:
  - a. Where appropriate offer item to other Town of Jupiter departments
  - b. Seek to have one of the Town approved surplus vendors take the item for proper sale or disposal. If a surplus vendor will not take the item, then the Department Director shall donate, recycle or discard, as appropriate. Any funds received in excess of costs needed for the disposal of the item will go back to the fund balance of the original procurement.
  - c. No scavenging of surplus or discarded items by Town employees will be allowed.
  - d. An asset disposal/transfer form must be completed and signed by the appropriate Director for any capital asset that is being disposed of. Once signed, the form will be forwarded to the Finance Department for processing of the records relating to the asset disposal.

R. Chapter 119 FS - Request for Public Records Contract Language:

The following language shall be inserted in all contracts for service with the Town:

1. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
2. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
3. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
4. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN

Approved by Council on 12/19/2017

OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).