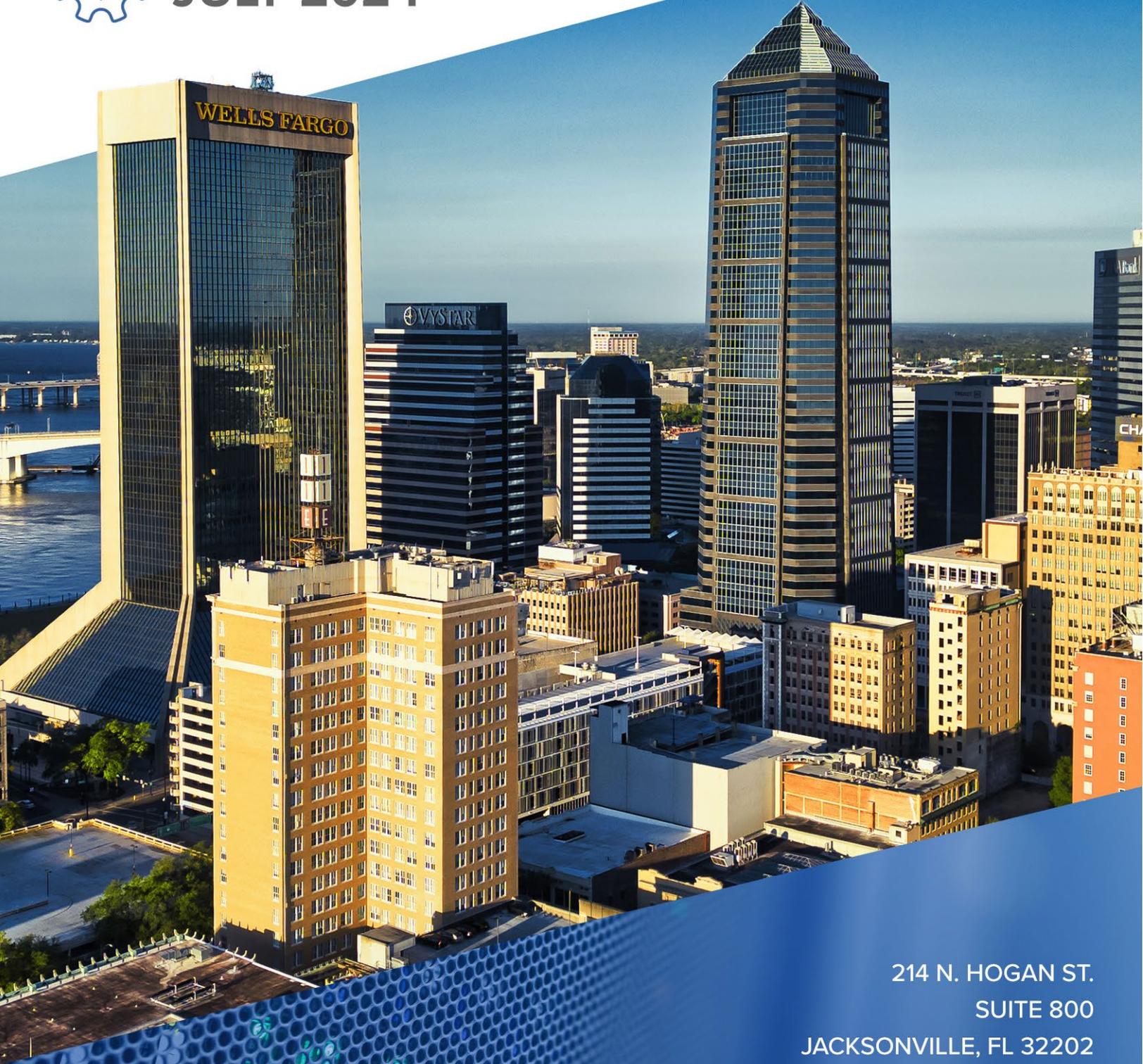


PROCUREMENT DIVISION

FINANCE AND ADMINISTRATION DEPARTMENT



OPERATING MANUAL JULY 2024



214 N. HOGAN ST.
SUITE 800
JACKSONVILLE, FL 32202

Document Revisions & Approval for Release

This manual is made available on the Procurement Division’s website and may be revised from time to time in order to better reflect the specific and practicable requirements and procedures of Chapter 126, Jacksonville Ordinance Code, commonly referred to as the Procurement Code or “Jax P-Code.” Any conflict between the provisions of this Procurement Operating Manual and that of the Procurement Code shall be resolved in favor of the Procurement Code.

The Procurement Division will conduct a survey every three (3) years with the supplier base to pulse the market on how to better the city’s procurement of goods and services. The questions in these surveys will be developed by the procurement division and shall change every three (3) years. The Chief of Procurement will review responses and recommend amendments to this manual in accordance with the Jax P-Code.

Based on the Chief of Procurement’s suggested changes, the Jacksonville Procurement Award Committee (JPAC) shall recommend all amendments to the Procurement Operating Manual to the mayor for approval. Any such amendment to the Procurement Operating Manual shall not become effective until thirty (30) days after the mayor’s approval of the amendment.

Role	Name	Signature	Date	Version
Mayor’s Office	Karen Bowling		01JUL2024	1.0
JPAC Chair	Anna Brosche		01JUL2024	1.0
Chief of Procurement	Dustin Freeman		01JUL2024	1.0

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1.0 Introduction

The City of Jacksonville’s Procurement Division is a centralized purchasing function that operates under the authority and guidance of Chapter 126, Jacksonville Ordinance Code (the “Procurement Code,” or “Jax P-Code”). In accordance with the requirements of the Procurement Code, the Chief of Procurement must develop, prepare, and maintain a current Procurement Operating Manual that contains detailed regulations and procedures for the implementation of the Procurement Code.

To satisfy this mandate, the Chief of Procurement provides the following administrative procedures (the “Procurement Operating Manual”) for purposes of convenience and to explain the specific and practicable requirements and procedures of the Jax P-Code. Any conflict between the provisions of this Procurement Operating Manual and that of the Jax P-Code shall be resolved in favor of the Jax P-Code.

The Procurement Operating Manual also consists of relevant internal standard operating procedures to be followed by both procurement and using agency personnel who are involved in various aspects of the procurement process. It is also intended to be a repository of best practices found throughout the city that reflect specific illustrations of techniques, which might be helpful to all readers.

General training on the Procurement Operating Manual and associated procedures can be coordinated with the Procurement Division as needed. To coordinate this training, please contact your assigned Buyer or Analyst or if you are unsure of your assigned Buyer or Analyst, you may contact our main number at 904-255-8800 for assistance.

2.0 Definitions

1Cloud: The City of Jacksonville’s Enterprise Resource Planning (ERP) software system. The application itself is Oracle Fusion which is an integrated software as a solution (SaaS) product that has been rebranded at the City of Jacksonville as 1Cloud for our implementation. At COJ, 1Cloud is the umbrella description for integrating sets of business processes and applications that allows the city to manage many aspects of our operations within one application, such as Procurement, Budget, Finance, Accounts Payable, Accounts Receivable, Projects and Grants, and other Human Resources related functionality that is in various stages of implementation.

Administrative Review: When determining responsiveness to a solicitation or whether minimum requirements have been met, Procurement staff will conduct an administrative review for non-technical compliance with the solicitation requirements. This is primarily related to non-subjective or non-technical components. Technical review for compliance will be the responsibility of the Subject Matter Expert (SME) for the Using agency.

Advertisement: Means posting of formal solicitations including bids or proposals on Procurement Division website, by means of the [1Cloud Abstract Link](#), or by advertising in a newspaper of general circulation and/or in electronic media, which solicitation describes the supplies or services desired, gives a reasonable period prior to the public opening or electronic submission deadline, and provides the place, date, time and manner the requested bids or proposals are due.

Addendum: Means to issue an item of additional material to serve as a correction to a solicitation document, which will become part of the solicitation document.

Amendment: Means a formal change to an executed contract.

Artistic Services: Means the rendering by a contractor of its time and effort to create or perform an artistic work in the fields of music, dance, drama, folk art, creative writing, painting, sculpture, photography, graphic arts, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio, tape and sound recording, or other services where the intent of the action taken is to entertain.

Awarding Authority: Unless otherwise authorized by specific legislation, the Jacksonville Procurement Awards Committee (JPAC) is the awarding authority for all procurements exceeding the formal thresholds. For informal thresholds, the Procurement Division Chief is the awarding authority.

Bid: The document(s) received by the City pursuant to a competitive solicitation issued in accordance with the Jax P-Code. The term includes, price quotes received pursuant to an invitation to bid, proposals received pursuant to a request for proposals, statements of qualifications received pursuant to a request for qualifications, and replies received pursuant to an invitation to negotiate.

Bidder: Those persons who submit a bid, proposal, response, or reply to a competitive solicitation issued in accordance with the Jax P-Code.

Bid Bond and/or Security: The purpose of bid security is to discourage the withdrawal of bids, to encourage that bidders comply with the instructions and/or requirements of the invitation for bids, and that the apparent low bidder will enter a binding contract to perform the work in accordance with the bid documents and the apparent low bidder's bid proposal. Bid securities ensure that a certain amount of money will be paid if an apparent low bidder fails to abide by the instructions and/or requirements of the invitation for bids or fails to enter into a formal contract pursuant to the same. As such, unless otherwise permitted by the Chief, bid securities shall not be discharged until a contract has been executed and a performance bond accepted in lieu of the bid securities.

Blanket Purchase Agreement (BPA): Used for repetitive purchase of goods and services over a set period or multiple years where funds are not encumbered up front. They are encumbered by purchase order release as goods or services as required. The BPA is based on unit pricing and has detailed line(s).

Capital Improvement: Any permanent addition, construction, or fixture to publicly owned real property or structures or a "capital improvement project" as defined in Chapter 122.

Certificate of Authority (CA): A third party who issues electronic credentials to engage in transactions utilizing an Electronic Digital Signature using a Certificate.

Certificate: An electronic document, using the Public Key Infrastructure, that uses a digital signature to bind together a public key with an identity that identifies the CA, identifies the subscriber, contains the subscriber's public key, and is digitally signed by the CA.

Certificate of Entitlement: A certificate confirming that supplies purchased from a supplier will go into, or become a part of, a public facility/real property. For sales tax exemption purposes.

City Ethics Office: The Office of Ethics, Compliance and Oversight established in Chapter 602 of the Code.

Competitive Solicitation: The process of requesting and receiving sealed bids for purchases in accordance with the terms of an invitation to bid, a request for proposals, a request for qualifications, invitation to negotiate or other competitive procurement process.

Contract Purchase Agreement (CPA): Used for multi-year contracts, no line detail, overall dollar amount cap.

Contractual Services: The rental, repair and maintenance of equipment and personal property required by using agencies but not furnished by their own employees, and utilities and other services of all types, including types not enumerated herein. This term shall not include professional services, professional design services, or capital improvements as defined herein.

Change Order: A modification to an existing purchase order to increase or decrease or effectuate some other PO change because of an amendment, correction, or construction change order.

Check Request/Non-PO Payment Request: An established procedure for the special procurement of certain goods and services that are not readily adaptable to the issuance of contracts or purchase orders.

Consumer Price Index (CPI) /Producer Price Index (PPI) The Consumer Price Index (CPI) and Producer Price Index (PPI) are measures of monthly changes in price levels measured by the Bureau of Labor Statistics.

Commitment: An encumbrance recorded in 1Cloud when a funds check is initiated through the submission of a purchase requisition.

Cooperative Procurement: The action taken when two or more governmental entities combine their requirements to obtain advantages of volume purchases including administrative savings and other benefits. A variety of arrangements whereby two or more public procurement units purchase from the same supplier or multiple suppliers using a single ITB or RFP. Cooperative procurement efforts may result in contracts that other governmental entities may “piggyback.”

Design-Bid-Build: The “traditional” project delivery method or approach involving the sequential award of separate contracts, the first for architectural, engineering, or professional design services to design the project and the second for construction of the project in accordance with the previously awarded professional design services.

Design-Build: A project delivery method or approach involving a single contract for both the design and construction of a project. The award of a single design-build contract may, in addition to the design and construction of the project, include the financing, operation and/or maintenance of the project over a contractually defined period.

Design Criteria Package: Concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to a request for proposal, or to permit the City to

enter 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 features, functions, characteristics and other conceptual design criteria of the project, cost or budget estimates for design, construction and, if applicable, operation and maintenance, anticipated schedule(s) of design and construction components, including durations and start and completion dates, site development requirements, provisions of utilities, storm water retention and disposal, and parking requirements, as may be applicable to the project.

Design Criteria Professional: A firm who holds a current certificate of registration under Florida Statutes, CHAPTER 481, to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under Florida Statutes, CHAPTER 471, to practice engineering and who is employed by or under contract to the City for the providing of professional architect services, landscape architect services or engineering services in connection with the preparation of the design criteria package (a Design Criteria Professional may not be awarded the design-build contract for which it prepared the Design Criteria Package).

Direct/Legislative/Non-Procurement Contracts: Contracts that are approved via legislation and not through a Procurement award. Legislation authorizes Using agency to enter and execute contract.

Direct Material Purchase (DMP): A purchase of material to be affixed to a public facility/real property, that is exempt from sales tax. This purchase is made by the city, directly to the supplier of the material, and not through the prime contractor.

Draft Purchase Order (Draft PO): The Procurement Divisions approval of a using agencies request to commit funds.

Emergency: Means an immediate danger to the public health, safety, or welfare, an immediate danger of loss of public or private property, a reasonably unforeseen breakdown in machinery, a reasonably unforeseen threatened curtailment, diminution, or termination of an essential governmental service, the reasonably unforeseen development of a dangerous condition or the development of a reasonably unforeseen circumstance that threatens the curtailment or diminution of an essential governmental service or of deposits and investments of City capital or other threatened losses to the City that, in the opinion of the Chief, require emergency action.

Electronic Signature: Any letters, characters, or symbols, manifested by electronic or similar means, executed, or adopted by a party, with intent to authenticate a writing. A writing is electronically signed if an electronic signature is logically associated with such writing.

Electronic Notarization: A unique digital signature used in conjunction with the requirements of section 117.021, Florida Statutes and rules promulgated under the authority of the statute, used by a Notary Public to authenticate an electronic notarial act.

Enterprise Contracts: Contracts that are initiated primarily by Procurement or other Using Agencies that may be used by all City departments, if there is capacity within the maximum indebtedness to do so, authority and no other term or condition prohibiting such use.

Formal Purchase: The procurement of supplies and/or services where the estimated costs or fees thereof exceed the following thresholds established by City Ordinance and Florida Statutes:

1. Supplies, Professional Services and Contractual Services:
 - a. Per 126.301 (1), \$150,000.00.
2. Professional Design Services:
 - a. Where the estimated cost for the basic construction of a project exceeds Section 287.017, Florida Statutes, for **CATEGORY FIVE**, which is currently \$325,000.00; or
 - b. Where the estimated fees for a planning or study activity exceed Section 287.017, Florida Statutes, for **CATEGORY TWO**, which is currently \$35,000.00; or
3. Capital Improvements – Section 255.0525(2), Florida Statutes, which is currently \$200,000.00 (on a case-by-case basis, the Chief shall have the discretion to reduce the threshold amount for capital improvements consistent with the competitive encouragement threshold amount of Section 255.101(2), Florida Statutes, which is currently \$100,000.00)

Informal Purchase: A purchase of supplies, professional services, contractual services, professional design services or capital improvements, where the estimated costs or fees thereof do not exceed the applicable formal threshold amounts.

Invitation to Bid (ITB): Term used for formal supply or service solicitations awarded to the lowest, responsive, responsible Supplier(s).

Invitation to Quote (ITQ): Term used for informal supply or service requests awarded to the lowest, responsive, responsible Supplier(s). ITQs will also be used to verify contract pricing on formal bids with discount pricing and other contracts such as piggy-back agreements.

Jacksonville Small Emerging Businesses (“JSEBs”): Small businesses certified under Jax P-Code 126, **Part 6**, Ordinance Code.

Joint Solicitation/Bidding: When two or more governmental agencies aggregate their individual product and service needs into a single solicitation effort. Each agency is bound by the contract that results from the singular effort. Joint solicitation/bidding is a forward-looking, collaborative approach to cooperative practice that can provide clearly defined requirements. It gives prospective suppliers a clear understanding of the volume and service level requirements necessary to support the committed agencies. In general, joint solicitations/bidding occur with a relatively small number of agencies putting forward a greater, though shared level of effort early in the procurement process to improve their negotiating position. Each public procurement agency issues and administers its own purchase order or contract.

Local bidder: A bidder who maintains a permanent place of business in the City and is a separate and distinct term from that used in **Part 6** herein, which contains differing requirements. If, with respect to a purchase or contract, there shall be no local bidder within the City, the term local bidder shall include a bidder whose principal office is in and whose principal business is conducted in the State of Florida.

Local Business: For the purposes of subpart B, Jax P-Code, local business means a business that is: a registered JSEB pursuant to **Part 6** of the Jax P-code; or (2) meets the following criteria:

1. has all required business occupational licenses to operate in one of the following counties: Baker, Clay, Flagler, Nassau, St. Johns, Putnam, or Duval County (individually, a “Northeast Florida County”),
2. is a business entity registered with the State of Florida, Division of Corporations, indicating a principal office located in a Northeast Florida County or presents other verifiable documents to substantiate business location in a Northeast Florida County that is satisfactory to the Chief,
3. has maintained a permanent, physical business address located within the limits of a Northeast Florida County from which the business operates or performs business for a minimum twelve (12) consecutive month period immediately preceding the submission of a response to solicitation under this Chapter, and
4. has at least three (3) full-time employees or one (1) principal officer at a Northeast Florida County office location.

Major Irregularity: Irregularities considered to be major and not waivable; examples shall include but are not limited to: Certification not submitted or submitted but not signed; Bid Security not submitted when required or not valid; Addendum not acknowledged when it affects price; and Bid pricing pages not submitted or submitted in blank. The Chief of Procurement will have discretion in determining major irregularities.

Minor Irregularity: In evaluation of sealed bids and other responses, the Awarding Authority may waive minor irregularities. Minor irregularities shall include but are not limited to: Addendum not acknowledged when price not affected; Correct number of copies not submitted: Delivery/Payment terms not specified (unless specifically required in bid/proposal); Reference not proved at time of bid/proposal; Unit prices not extended: Submission of cashier’s check instead of another bid security; and Failure to submit written evidence that an agent signing for an owner has authority to bind the Supplier/Bidder. The Chief of Procurement will have discretion in determining minor irregularities.

Non-Federal Entity (NFE): A state, local government, Indian tribe, institution of higher education, hospital, or nonprofit organization that carries out a federal award as a recipient or subrecipient. 2 C.F.R. § 200.69.

Obligation: An encumbrance recorded in 1Cloud when a requisition is processed into a purchase order and the purchase order is submitted for approval.

Payment Bond: A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract.

Performance Bond: An instrument executed after award, by a successful bidder that protects the city from loss due to the bidder’s inability to complete the contract as agreed.

Piggybacking: The procurement of supplies, professional services, contractual services and capital improvements by the City and its independent and/or using agencies made by utilizing General Services Administration, State of Florida and other contracts and agreements that have been competitively procured, awarded and contracted by a federal, state, municipal, County, or local governmental entity, body politic, using agency, or purchasing cooperative provided that said procurement is not otherwise prohibited by law.

Procurement: Buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including the description of requirements, selection and solicitation of sources, preparation and award of contract and contract administration.

Professional Design Services: Those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

Professional Services: Services other than those defined herein as "professional design services," the value of which is substantially measured by the professional competence of the person or entity performing them and which are not susceptible to realistic competition by cost of services alone. Professional services will generally include, without limitation, services customarily rendered by medical practitioners or professionals, certified public accountants, audit services, attorneys, financial, political, personnel, technological, systems, planning and management consultants, and insurance brokers for purposes of consulting, structuring coverage and procuring insurance.

Punch Out: A punchout catalog is a mechanism by which 1Cloud makes it possible for a department requisitioner/requester to access a contracted supplier's website. The requester browses the web-based catalog and adds items to the shopping cart while both applications maintain their connections.

Public, Private Partnership (3P): A contractual agreement between a public agency (federal, state, or local) and a private sector person or entity organized for the purpose of timely delivery of services or facilities in a cost effective manner that might not otherwise be possible using traditional sources of public procurement. Through this contractual agreement, the assets, and professional skills of each sector (public and private) are shared and leveraged to deliver a service or facility to be used by the public. Each sector shares in the potential risks of the timely and efficient delivery and operations of the service or facility.

Purchase Order (PO): A purchase order, known as a "PO," is an official procurement document utilized to outline the details of a purchase, such as: the description of goods/services to be provided, part numbers, makes/models, unit prices, extended totals and other pertinent information resulting from a solicitation and/or written quote from a prospective supplier. A purchase order incorporates the City's Standard General Conditions and may also incorporate solicitations documents with expanded terms and conditions.

Purchase Order Agreement (POA): Formal wording for either a Contract Purchase Agreement (CPA)/Blanket Purchase Agreement (BPA) or Draft Agreement.

Ratify: The act of making a contract or award official.

Request for Information (RFI): An RFI is considered market research and can be issued to determine whether potential Suppliers exist to provide a needed commodity or service. The using agency will develop a document describing the commodity or service to be solicited for input. The Using agency will then initiate a request in 1Cloud and forward the RFI to Procurement for issuance. This invitation may not require Public Notice or consideration of price as it is for informational purpose only.

Request for Proposals (RFP): Solicitation for goods or services that evaluates suppliers' responses based on each criterion set forth in the RFP document.

Request for Qualifications (RFQu): A document that is issued by a procurement to obtain statements of the qualifications of potential responders (development teams or consultants) to gauge potential competition in the marketplace, prior to issuing a competitive solicitation.

Request for Quote: Also known as ITQ, is a term used for informal supply or service requests awarded to the lowest, responsive, responsible Supplier(s). The ITQ process may also be used as part of a two-stage RFQu process where a formal solicitation is conducted in advance allowing for individual ITQs to be used to expedite the processing of orders exceeding the established formal thresholds when used as part of the two-stage RFQu.

Responsible Bidder, Proposer or Respondent: Having the capability in all respects to fully perform the contract requirements, including but not limited to the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and financial resources to assure performance.

Responsive Bidder, Proposer or Respondent: A bidder or proposer or respondent who has submitted a bid or proposal or reply that conforms, in all material respects, to an invitation for bids, request for proposals, an invitation to negotiate or any other procurement method authorized pursuant to the Jax P-Code.

Retroact: Extending in scope or effect to a prior time or to conditions that existed or originated in the past. Authority must have already been given to retroact (i.e. authority was granted to enter a one (1) year base contract with one (1) option year, however the request to execute the option year was not approved until after the fact).

Single Source: A non-competitive procurement method used for purchase of a commodity, service, equipment, or construction item(s) from one available practical source of supply because of standardization, warranty, or other factors, even though other competitive sources may be available. i.e. replacement parts or warranty-related or required maintenance services for products and equipment previously purchased by the city, or follow-up or related study services by the same professional that performed the original service, that may only be efficiently and effectively provided from one justifiable source.

Smart Form / Request Form Requisition: A request form within 1Cloud Procurement Module used to assist user in creating a requisition and capturing relevant information for additional Procurement processing.

Supplier: A person or entity contracting with the City or a using agency to provide services pursuant to the Jax P-Code.

Supplies: Commodities, goods, materials, equipment and other tangible articles or things which shall be furnished to or used by a using agency, including commercial printing, binding or publication of stationery, forms, journals, and reports.

Unbalanced Bids: Respondents and/or contractors shifting part of the cost for one element of the requirement/scope to another element of the requirement/scope. The degree to which the unbalancing is accomplished determines whether the bid is simply mathematically imbalanced or materially unbalanced.

1. **Mathematically unbalanced:** A bid is mathematically unbalanced if the bid is structured based on nominal prices for some work and has inflated prices for other work; that is, each element of the bid must carry its proportionate share of the total cost of the work plus profits.
2. **Materially unbalanced:** A bid is materially unbalanced if there is a reasonable doubt that the award to the Supplier submitting the mathematically unbalanced bid will result in the lowest ultimate cost to the Government.

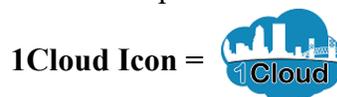
Using agency: A city department, division, office, board, agency, commission, or other governmental unit of the city; or an independent agency required or voluntarily requesting to use the services of procurement.

Value Engineering: A systematic, organized approach to providing necessary functions in a project at the lowest cost. Value engineering promotes the substitution of materials and methods with less expensive alternatives, without sacrificing functionality. It is focused solely on the functions of various components and materials, rather than their physical attributes. Value engineering is also called value analysis.

3.0 Initiating the Procurement Process

The objective of the Procurement Division when obtaining goods or services for Using Agencies and/or for internal needs, is to support the city's strategic mission and operational requirements. This can be done by guiding using agencies during pre-solicitation, effectively managing the solicitation with attention to detail, accurately conducting analysis for pre-award, and making an equitable award to the highest scoring, or lowest, responsive, responsible bidder.

The City of Jacksonville utilizes Oracle Fusion's ERP solution (1Cloud) for its financials, procurement, and budget. In return, it is the City's financial system of record. Users can access the application from the 1Cloud icon on their desktop. Training materials are available through the COJ Links tab in 1Cloud and are broken down by the specific modules and topics.



For access to 1Cloud, please e-mail 1Cloudcommunications@coj.net. For instructions on how to login to 1Cloud, find training materials and how to get help, please review the document at the following link or contact The Procurement Division at 904-255-8800: <http://inside.coj.net/News/Pages/1Cloud-ERP-Live.aspx>

All procurement requests must be initiated in 1Cloud via a Smart Form/Request Form Requisition, unless otherwise directed by procurement (**See Appendix I** for Smart Form Overview). Depending upon the type and amount of the requests, Procurement will review the smart form requisition and process accordingly as an informal or formal request utilizing the appropriate procurement method outlined in this manual.

A. Procurement Administrative Lead Time (PALT)

The lead times for when requisitions enter an Analyst or Buyers 1Cloud queue, until the time action is taken to advertise, generate award, process PO or other procurement action based on procurement type.

- Formal Competition - Solicitation development and review time: **2 weeks or less**
- Formal PO (Non-Competition): **48 hours**
- Informal Competition: Solicitation development and review time: **3-5 days**
- Informal PO (Non-Competition): **48 hours**
- Formal procurement lifecycle from requisition submittal to legal contract award: **50-75 days**

B. Use of Enterprise-Wide Contracts

Prior to initiating a requisition for solicitation, using agencies should check 1Cloud or contact their respective Buyer or Purchasing Analyst for Enterprise-wide contracts that may be utilized to fulfill their needs. Samples of these contracts may include Enterprise Print Solution (copiers and printers), office supplies, bottled water, armored car services, batteries, hardware and lock supplies, janitorial supplies, liquified propane, office furniture, overnight courier services, printed envelopes, rental of uniforms, safety supplies, toner cartridges, etc. The Procurement Division seeks to establish contract award strategies such as consolidating purchases of like common goods and services to obtain the most competitive prices for materials, equipment, supplies, and services by coordinating procurement efforts across all city agencies. By being more strategic in the contracting process, using agencies will be able to receive goods and services at a faster rate than if the items were procured independently.

C. City Copy Center - Printing Under Contract

Procurement maintains a supply contract for commonly used items, such as letterhead, envelopes, business cards, snap-outs, and continuous forms, for utilization by the City's using agencies. Upon receipt of a printing request and sample of work to be performed, the Printing Coordinator determines price in accordance with contract pricing and faxes to the originator the estimated cost of the job.

Once a purchase order is received from the using agency authorizing the work to be done, the Printing Coordinator processes purchase order and assembles work order package for supplier pickup. The work order consists of the white copy of the printing request, a sample of the job to be printed, screen print of purchase order and specification sheet if required. The Printing Coordinator follows up on the progress of production when required and acts as contact between supplier and user.

D. City Copy Center - Non-Contract Printing

Upon receipt of printing request and sample of work to be performed, the Printing Coordinator determines the nature of work to be performed and proper production procedure. A set of specifications is developed for each job to request competitive bids as required.

The specification sheet is faxed to the appropriate number of suppliers for quotes. If possible, the Printing Coordinator must obtain quotes from JSEBS. Once the Printing Coordinator receives quotes from suppliers and determines the award based on the dollar amount quoted and the turn-around time required by the using agency, this information is faxed to the using agency for authorization and purchase requisition.

Once the purchase requisition is received by the Procurement Division, the Printing Coordinator processes purchase requisition and assembles work order package for electronic attachment to the purchase order and supplier pickup. The work order consists of a copy of the printing request, a sample of the job to be printed, purchase order, specification sheet and supplier's written quote. The Printing Coordinator will follow up on the progress of production when required. The Printing Coordinator shall act as contact between supplier and using agency.

E. City Surplus

The City Surplus Yard is responsible for accepting city tangible personal property that has been designated as surplus property by a City Using agency. Using Agencies are encouraged to explore the City Surplus Yard located at the following address to identify any items that may meet their operational needs: 1096 North McDuff Ave. Jacksonville, FL 32205 | Office Hours 7:00a.m. – 4:00p.m. M-F | (904) 255-6638/6641

Items may also be viewed online during auction at: www.Govdeals.com/jax. If you are interested in items listed on this site, please contact the Surplus Office.

NOTE: *The schedule for surplus pickup is every Wednesday BUT the first Wednesday of the month. Using Agencies should call the Surplus Main Office to get on the schedule.*

F. Legislation (See Section 7A)

If Authority is granted through legislation, and states such, using agencies can submit the legislation with their requisition through ICloud for Procurement to process accordingly. If the legislation authorizes the execution of a contract and references the organization or party that/who was given authority to execute, an administration award is not required from the Procurement Division. The Procurement Division is simply used to process the POA/PO.

Using agencies are required to verify the correct entity listed on the legislation is registered as a supplier in the supplier portal before submitting a requisition. Procurement will also provide an administrative review of the legislation and verify the supplier listed on the requisition.

4.0 Procurement Modes & Methods

The following are various procurement methods or tools that can be used if justified by the requesting using agency to secure goods or services to support the city's strategic mission and operational

requirements governed by applicable procurement laws, including, but not limited to, the state procurement laws referenced.

1. Invitation to Bid (ITB) (Chapter 255, F.S.)
2. Requests for Proposals (RFP) (Chapter 255, F.S.)
3. Competitive Multi-Step Bidding (Chapter 255, F.S.)
4. Consultants' Competitive Negotiation Act (CCNA) (Architectural, Engineering, Landscape Architectural, or Surveying & Mapping Services) (Section 287.055, F.S.)
5. Design Build Contracts (Section 287.055, F.S.)
6. Construction Management and Program Management (Section 255.103, F.S.)
7. Invitation to Negotiate (ITN)
8. Single Source Procurements
9. Emergency Procurements
10. Guaranteed Energy, Water, and Wastewater Performance Savings Contracting (Section 489.145, F.S.)
11. Unsolicited Proposals
12. Government Collaborative Agreements
13. Government Joint Projects
14. Government Auction Purchases
15. Government Procured Contracts (Piggyback)
16. Short-Term No Cost Pilot Projects
17. Direct Negotiations
18. Any other procurement method permitted by state law and/or used by state agencies.

The Chief of Procurement is responsible for establishing and administering the city's procurement system and for supervising all procurement activities for the city. This includes determining final specifications used in the issuance of various formal solicitations, setting contract award strategies, consolidating purchases of like common goods and services, obtaining fair prices for materials, equipment, supplies, and services and generally determining how to effect cost savings by coordinating procurement efforts across all city agencies.

A. Competitive Solicitations

Competitive Solicitations comprise of many different bidding models that are facilitated by the Procurement Division to ensure compliance with procurement laws. The Procurement Division has developed several solicitation templates in 1Cloud to facilitate an expedited process to drafting the bidding documents, obtaining approval, notification to suppliers and provide for electronic submission and enhanced evaluation. The templates are designed to meet the various needs of the City's agencies. They include Invitation to Quote, Invitation to Bid, Construction Bid, Request for Proposals for non-construction, Professional Design Services, Design-Build and Construction Management at Risk (CMAR).

NOTE: *Solicitations for professional services and professional design services shall require **no less than three supplier responses**. If solicitations for professional services or professional design services receive responses from less than three suppliers, the Chief of Procurement shall resolicit proposals from suppliers, unless the Chief determines in writing, in consultation with the using agency, that no advantage would be obtained by resoliciting.*

B. Exemptions

Pursuant to **Section 126.108**, City Ordinance and unless ordered by the Mayor or Council or otherwise required by the Jax P-code, the following supplies, contractual services, professional services, capital improvements and/or sales transactions are exempt from competitive solicitation:

1. (a) Any exempt contractual services or commodities described under Section 287.057, F.S., as applicable.
2. (b) Program or agency reviews if the fee for such review services does not exceed the formal threshold amount applicable to such services.
3. (c) Government Collaborative Agreements. **(See Section ???)**
4. (d) Government Joint Projects.
5. (e) Active Government Procured Contracts (Piggyback). **(See Section ???)**
6. (f) Short-Term No Costs Pilot Projects.
7. (g) Supplies or services to be provided by those specifically prescribed within authorizing legislation.
8. (h) Professional services performed by a nonprofit professional organization or the members thereof, when the membership includes a significant number of City employees engaged in the practice of the profession.
9. (i) Art reproduction services from local suppliers.
10. (j) Financial Instruments, Investments, and Services.

11. (k) Services related to Building Inspection Division work; and
12. (l) Any goods, supplies, services, including professional services, relating to cybersecurity matters, including those matters exempt from public records and open meetings pursuant to Section 119.0725, F.S.

C. Emergency Purchases

Pursuant to Section 126.306 (a) (9), and as defined in Section 126.105, Ordinance Code, an Emergency Purchase shall require the approval of the Procurement Division in writing prior to issuance of an emergency order. All emergency purchases that exceed \$30,000 in value shall be justified in writing through the using agency's Director or Chief as to the nature of the emergency. When practical, competition should be obtained for the emergency purchase. All emergency requests shall be entered into 1Cloud via a Smart form requisition after receiving approval from procurement.

The following procedures should be followed relative to emergency purchases:

1. If any emergency occurs during regular City business hours, the using agency shall immediately notify a Procurement Manager, Senior Manager, or the Chief of Procurement in writing via email for approval. Once approval is granted via email, the using agency will then enter an emergency Smart Form requisition and attach the written email approval along with the quote or supporting documents within 1Cloud.
2. If an emergency occurs at a time other than during regular City business hours, the using agency may directly purchase the required supplies or contractual service. No later than the next regular City business day thereafter, the using agency shall submit to the Chief of Procurement, an emergency Smart Form requisition, a tabulation of bids received, if any, a copy of the delivery record and a brief written explanation of the circumstances of the emergency in 1Cloud.
3. Prior to making any emergency purchase, the Procurement Division, or the using agency, whichever makes the purchase, shall whenever practicable, secure competitive bids and order delivery to be made by the lowest responsive Supplier.
4. For emergency procurements that exceed \$150,000, after receiving email approval from the Chief, the using agency shall seek ratification by the JPAC at the next regularly scheduled meeting.

D. Other Government Procured Contracts

Upon approval by the Chief of Procurement, a formal contract drafted and executed by the Office of General Counsel will be required.

Piggybacking: The city is bound by the terms, conditions, and pricing set in the contract being requested to piggyback. In contrast to a contract established through a joint solicitation process, a contract that allows for piggybacking does not inform the awarded supplier(s) of what the actual purchasing volume will be over the life of the contract. As a result, suppliers may not be able to offer the most aggressive pricing. Thus, the piggyback approach to cooperative procurement is a more retrospective approach to cooperative

procurement than joint solicitation because suppliers can only improve their pricing and terms after the contract has been utilized multiple times.

The National Institute for Government Purchasing (NIGP) offers the following list of [cooperative purchasing programs](#) in the U.S. and Canada for the convenience of the using agencies. This list is to assist in using agency research only and can only be used if the Chief of Procurement determines that it is practicable and advantageous for the City to employ this method of procurement, and given consideration provided that the cooperative contract is established in compliance with the piggybacking procedures and requirements above.

In a piggybacking request for goods/services, said goods/services must be included and specifically referenced in the publicly and competitively procured contract being piggybacked. The contract must be in use or active at the time of the piggyback request and approval. The insurance portion of the contract being piggybacked must be reviewed and approved by the City of Jacksonville's Risk Manager, prior to the using agency's request to piggyback.

As a prerequisite to obtaining a piggybacking award, the using agency is required to provide a memorandum to the Chief of Procurement that:

1. states the supplier in question has a current contract for the scope of services in question with a supplier, e.g., Clay County, Jacksonville Airport Authority, etc.;
2. states that the contract was competitively procured;
3. states the terms and conditions of the proposed contract in motion form (the scope of services must be at least part of the piggybacked contract, and the terms and conditions must be at least as good for the City of Jacksonville as for the supplier under the piggybacked contract);
4. attaches a Scope of Goods and/or Services as Exhibit "A," a Fee and/or Cost Summary as Exhibit "B," a copy of the piggybacked contract in its entirety, a letter from the supplier regarding the competitive procurement of the piggybacked contract, and a proposal letter from the supplier in question that indicates its willingness with regard to the above and that acknowledges the piggybacking relationship, scope of services and other proposed contract terms and conditions, i.e. price, duration, etc.

NOTE: *All piggyback requests must be initiated through a Smart Form requisition in 1Cloud. Professional Design Services estimated to exceed the formal threshold amount of \$35,000.00 are prohibited under this section.*

E. Direct Negotiations

A request for goods/services may be awarded via direct negotiations if the final negotiated cost for the same does not exceed \$325,000, and: (i) it is expected that the solicitation of the same would result in less than three bids due to its uniqueness or limited available qualified Suppliers; (ii) a recent advertised solicitation for the goods/services has resulted in no bids or proposals being received by the Department; or (iii) the goods/services represent a limited contracting opportunity to a particular supplier or contractor certified pursuant to Jax P-Code, **Part 6**, and other applicable equal opportunity procurement laws.

Upon receipt of a Direct Negotiation Memorandum that complies with each of the above requirements, the Chief of Procurement shall evaluate the proposed contracting entity and determine whether negotiations shall take place with more than one contractor to ensure the City's best interests. A project award letter that is the product of direct negotiations and that recommends the award of a project to the JPAC (when formal) and shall include the reason for said negotiations, a description of scope of work, the contractor(s) negotiated therewith, and the final negotiated project amount.

Note: *These guidelines and criteria shall be approved by the Chief of Procurement or his/her designee in advance of any negotiations.*

F. Punchout

In the 1Cloud Procurement module, a punchout catalog takes the requester to the supplier's website, such as Staples, where they can add items to the cart utilizing the City's contract pricing, once complete it will take the requester back to 1Cloud to complete and submit the requisition. Only users with the Procurement Requester role have access to get to the punchout catalogs.

G. Single Source

Upon a recommendation by the Chief of Procurement, based on a written justification from the requesting using agency that a purchase can only be efficiently and effectively made from one single source, the JPAC, for formal purchases, and the Chief of Procurement, for informal purchases, may approve in accordance with the Jax P-Code and the procedures set forth herein without competition or advertisement, but only:

1. after posting prior notice of said purchase on Procurement's website for no less than fourteen (14) calendar days; and
2. if it is specifically found from all the relevant facts that a single source purchase is proper under the circumstances.

For single source requests **below \$50,000**, upon an adequate written justification by a using agency, and approved through its Director or designee within 1Cloud only, that an informal purchase can only be made from one justifiable source without competition and if Procurement specifically finds from all the relevant facts that a single source purchase is proper and in the best interest of the City, a single source procurement may be approved. If a contract or agreement is required, an Administrative Award must also be requested. All Single Source requests must be initiated in 1Cloud via a Single Source Smart Form Requisition.

For single source requests of **\$50,000 or more**, the using agency is required to provide an endorsed memorandum from its Director to the Chief of Procurement. The memo shall contain, at a minimum, a summary of the scope of goods/services to be provided, identifying each item, component or service being procured, and the price being proposed for the same. The memo shall also assert that the using agency, prior to justifying the single source, has researched the availability of the requested goods/services from other sources in applicable markets and has discussed and evaluated the same with the Procurement Division. The memo shall have attached: (i) a Scope of Goods and/or Services from Supplier as Exhibit "A;" (ii) a Fee and/or Cost Summary from Supplier as Exhibit "B;" and (iii) a copy of a proposal from the

proposed single source provider regarding the scope of goods and/or services and other proposed contract terms and conditions, i.e., price, duration, etc.

Buyers or Analyst shall verify via internet search, phone calls, emails to other proposed suppliers, to verify that there is in fact no other source that can provide the goods or services requested, and that it is truly a Single Source. After verification of Single Source, Buyer or Analyst must review the justification received from the requesting agency and must insure it is legitimate and not simply a preference for a supplier, i.e., (why this supplier and why does the city need this specific item or service).

Single source requests shall have a term of one year and should post or be advertised for fourteen (14) days at the end of every year, to determine if any market conditions have changed and competition is available, or if requirements have changed. Using agencies must justify a multiple year Single Source in their memo and on their Single Source Justification Form **(See Appendix D)**. As a condition to exercising a renewal in a multi-year single source award, the single source must be posted for the same fourteen (14) days prior to each renewal approval.

Statements that a supplier has the best capability or offers the lowest price are not bases for a single source justification. Such determinations can only be made through a full and open competitive process. Rationale that the recommended source is the most highly qualified to perform but does not establish why other sources cannot perform and is not acceptable. Incumbency does not justify a single source purchase alone. Administrative delay or lack of adequate advanced planning resulting in urgency does not justify a single source purchase.

NOTE: *All single source requests must be initiated through a Smart Form requisition in ICloud. The Director approval is required on all single source Smart Form requisitioning submitted for approval in ICloud and shall be accompanied by a quote/proposal, a single source justification form, and a Director signed Memo (if over \$50,000) for consideration.*

H. Public Private Partnerships (3P) (Section 255.065, F.S.)

The State of Florida encourages redevelopment of underdeveloped and underutilized real properties through public, private partnerships (or “P3”) where appropriate. The city recognizes properly structured P3s share risk and expense amongst public and private encourage efficiencies and innovation in design, construction, operations, and maintenance; and maximize funding and cash flow initiatives.

The city reserves the right to reject any or all bids/proposals at any time before signing an agreement for any reason and may decline to pursue the proposed project. In the latter event, the using agency may accept new proposals for the proposed project should the using agency choose to restart the process later. Discussions between the using agency and private entities about needed infrastructure, improvements, or services shall not limit the ability of the city to later decide to use standard procurement procedures to meet its infrastructure needs, whether the project will be a public/private partnership or not.

NOTE: *The unsolicited proposal guidelines below are to be used for the P3 method, and shall be consistent with Section 255.065, Florida Statutes for Unsolicited Proposals.*

Unsolicited Proposals: All unsolicited proposals received by a using agency shall be promptly forwarded to the Chief of Procurement for further action. Procurement shall determine if the unsolicited proposal

meets the criteria of a qualifying project as defined by State Statute. If the project qualifies, the Chief of Procurement shall forward the unsolicited proposal to the mayor. The mayor will determine whether to proceed with an evaluation of the proposal. If the mayor determines to proceed with an evaluation, the supplier shall pay an application fee to the city in the amount of twenty five thousand (\$25,000.00) to cover the costs of processing, reviewing, and evaluating the proposal, including the fees and costs for private consultants to assist in the evaluation. The application fee is non-refundable and shall be delivered to the City's Accounting Division.

Portions of the application fee may be refundable if the supplier chooses not to participate in the evaluation, as set forth below. If extraordinary costs associated with the city's preliminary evaluation are encountered, the city may require additional fees from the supplier. The city shall not be liable for any costs incurred by the suppliers in preparing, submitting, or presenting an unsolicited proposal.

If any proposals are received without issuance of a solicitation, the proposals may be treated as an unsolicited proposal and may be evaluated as such. All unsolicited proposals shall be sent to the mayor, and, upon the mayor's receipt of an unsolicited proposal, the no contact rule as set forth in Section 287.057(23), Florida Statutes, shall commence.

The following guidelines are intended to create a process for the city's evaluation of potentially competing proposals from the private sector that offer solutions, private financing, innovations, and efficiencies in support of the proposed project, allocate risk amongst the city and the supplier, and benefit the public.

Suppliers submitting an unsolicited proposal requesting approval of a proposed project as a P3 project shall specifically identify all *facilities, buildings, infrastructure, and improvements* included in the proposal. Although the city may have identified development opportunities, they are not exclusive, and suppliers are encouraged to submit proposals they believe are consistent with the city's goals.

Suppliers are urged to include in their unsolicited proposal innovative financing methods, including the imposition of fees or other forms of payments in lieu of or in addition to payments from the city. The P3 method is a flexible development tool that allows for the use of innovative financing techniques. Additionally, the supplier can structure its role on the proposed project in a variety of ways, from designing the facility to undertaking its financing, construction, operation, maintenance, and management. Depending on the circumstances of the proposed project, the supplier is encouraged to consider different types of public-private partnership structures to the extent appropriate for the project at issue and as allowed by law.

Unsolicited proposals should be prepared efficiently and economically. They shall provide a concise description of the supplier's qualifications and capabilities to complete the proposed project and the benefits to be derived by the city from the proposed project.

As described in more detail below, unsolicited proposals must include:

1. a description of the proposed project.
2. a description of the method by which the supplier plans to secure any necessary property interests required for the proposed project.

3. provide a conceptual plan that details how the supplier intends to ensure an adequate level of commitment from potential finance providers, where relevant, for a timely and successful financial closing.
4. include a list of anticipated timelines and milestones to obtain financial commitments and to close on the financing of the project and the following information: If known, provide the names of the anticipated financiers (for example, banks, bonds, federal programs, life insurance companies, pension funds, private placements), their proposed involvement if available (in approximate percentage terms), how they were selected, and why they were preferred.
5. an explanation of the supplier's contingency plans should there be a gap in the financing or should any potential finance provider not be able to provide its share of the financing.
6. provide the names of the funding sources for previous projects of a similar size as applicable.
7. the name and address of the suppliers and the name of the project leader who may be contacted for additional information concerning the proposal.
8. the sources of proposed fees, lease payments, or other payments, the supplier is anticipating; and
9. additional supplemental material or information that the city reasonably requests.

Competing unsolicited proposed projects: If the using agency determines it is interested in further considering any unsolicited proposal, it shall publish on the procurement website a "notice of receipt" and invite competing bids during a competitive bidding period. Said period shall be not less than twenty-one (21) days. The notice of receipt shall at a minimum state the city has received an unsolicited proposal and will accept bids for the same type of project or concept. If more than one unsolicited proposal is received for the same or similar project or concept, only one public notice shall be required for the proposed project. Any responses to solicitations shall comply with all requirements of the soliciting document (Notice of Receipt) and any applicable laws, statutes, rules, regulations, guidelines, and ordinances pertaining thereto.

I. Short-Term No Costs Pilot Projects

The using agency must submit an endorsed justification memo from its Director to the Chief of Procurement that identifies the supply/service to be tested, and why the trial/test is needed, and details the trial/testing process (including cost, specific testing times, project schedule, test procedures, and any evaluation criteria). If possible, a written agreement with the supplier should be obtained. If a written agreement is not in place, there is a certain amount of risk, particularly if the supply being tested is damaged.

For example, the city does not often insure supplier owned equipment, and if damage occurs, a supplier may try to recover for stolen or damaged equipment from the city. Using agencies will ensure that the proper precautions are taken to keep the city at minimal risk. For any services that are subjected to a trial/test period, insurance must be obtained. Note that testing a supply or service may or may not preclude the bidding process. The Chief of Procurement shall review and approve any experimental trial/testing requests prior to entering into any agreement with a supplier.

J. Government Joint Projects

It may prove advantageous for the City and other government agencies to explore the possibility of combining their requirements for certain commodities and issuing a joint cooperative RFP or ITB to realize economies of scale and reduce costs to the taxpayers.

The Chief of Procurement shall have the authority to join with other governmental entities in cooperative purchasing ventures when the best interests of the city are served. When participating in a cooperative purchase where joint bidding is utilized, the following procedures apply:

1. a lead agency shall be designated to prepare and solicit responses on behalf of the cooperative purchasing participants.
2. The lead agency shall survey the participants for their requirements and prepare the specifications, responses, and bidder's list for review by the participating entities.
3. The lead agency shall solicit, receive, open, and tabulate the bids/proposals.
4. Responses shall be evaluated based upon the specifications and criteria set forth in the solicitation, and a recommendation for award made.
5. Purchases over \$150,000 in which the city is the lead agency require approval by the JPAC. Purchasing under \$150,000 may be awarded by the Chief of Procurement.
6. Each participating government entity shall issue its own purchase orders and make its own payments.
7. Any pre-award disputes related to the specifications or bidding process shall be the responsibility of the lead agency.
8. Any other disputes that arise after the award between any government entity and the supplier shall be resolved by that government entity and the supplier. This does not preclude participating government entities from working together to resolve a common dispute.

K. Design-Build Contracts (Section 287.055, F.S.)

If the traditional "Design-Bid-Build" procurement of separate design and construction services necessary for a capital improvement or construction project pursuant is impracticable, a using agency may request approval from the Chief of Procurement for the project in question to be procured by formal written Design-Build contract and/or agreement in accordance with the following procedures:

The process of soliciting a Design Build is initiated by a using agency submitting a Design-Build Memorandum endorsed by a Division Chief or Director to the Chief of Procurement. The Design-Build Memorandum must contain: (i) a sufficient justification as to why the Traditional "Design-Bid-Build" Delivery Method is impracticable for the project in question; (ii) a statement that outlines the specific type of Design-Build Delivery Method that the using agency intends to utilize, e.g. the Traditional RFP Selection Process, RFQ Short-Listing/RFP Selection Process, RFQ Qualifications-Based Selection

Process, etc.; and (iii) a statement that demonstrates it is more advantageous, in regards to time, cost, risk management, and that it is in the overall best interest of the City to utilize the specific type of Design-Build Delivery Method.

Design Criteria Professional Solicitation: Upon receiving approval from Chief of Procurement to utilize the Design-Build Delivery Method, the using agency, in most instances, must initiate the actual design-build procurement process by submitting a Design-Build Memorandum for the solicitation of the “**Design Criteria Professional**” for the development of the “**Design Criteria Package**,” on which the actual design-build competition will be based (Instead of soliciting a Design Criteria Professional, the using agency may elect to utilize the services of a design professional employed by the City, in its Department of Public Works or otherwise, to develop the Design Criteria Package).

The solicitation of a Design Criteria Professional under the Design-Build Process is identical to the solicitation of an architect, engineer, or other Professional Design Services under the CCNA requirements. The Design Criteria Professional ultimately selected shall be prohibited, directly and indirectly, from submitting a proposal or being awarded a contract for the design-build services contemplated in the Design Criteria Package. Any proposal received either directly or indirectly from the selected Design Criteria Professional: (i) shall be rejected as non-responsive and will not be considered or evaluated; and (ii) shall subject, at a minimum, the Design Criteria Professional to disciplinary sanctions.

Upon the selection of the Design Criteria Professional and the development of the Design Criteria Package, the using agency, in most instances, must initiate the actual design-build selection process by submitting, via 1Cloud requisition, a **Design-Build Memorandum** to the Chief of Procurement that attaches: (i) the **Design Criteria Package** and any other specifications or descriptions of the project in question and desired scope of Design-Build Services, that includes the **Proposed Design-Build Contract** recommended for execution on the project in question by the OGC.

The 1Cloud requisition must also include specific **Minimum Requirements and Qualifications** that a design-build firm responding to the RFP must possess for its proposals to even be considered and/or evaluated. The requisition must also include the recommended **CCNA Evaluation Criteria**, complete with a detailed narrative and relative importance, weight, or maximum number of points available for each evaluation criterion to be used in determining acceptability and/or responsiveness of the proposal and/or in establishing the ranking of the proposals received and the ultimate award.

Qualifications-Based Selection (QBS): In lieu of conducting the traditional selection process described above, design-build solicitations may be accomplished pursuant to the procedures outlined in Section 287.055(9)(c), which permits the selection of a design-build firm using a QBS process. Under the QBS process, design-build firms are solicited pursuant to an RFQ, approved, and advertised like the RFP process described above and are evaluated and selected based solely on a written and oral presentation and/or demonstration of qualifications.

Upon the evaluation, selection, and approval of the top three highest-ranked and best-qualified design-build firms, negotiations, as described above, may begin with the top-ranked design-build firm. If the QBS process is preferred by the using agency and is requested to be approved by the Chief of Procurement, the using agency must include in its memorandum: (i) demonstrate it is more advantageous on the project in question for the City to utilize the QBS process rather than the traditional “Design-Bid-Build” Process; and (ii) procure and retain the services of a Licensed Design Professional qualified for the project to serve

as the using agency's representative (the process for selecting the Licensed Design Professional is similar to the Design Criteria Professional solicitation process).

At a minimum, the RFQ must include: (i) design requirements; (ii) qualifications-based evaluation criteria including, without limitation, experience and competence in the kind of design-build project to be undertaken, availability of adequate personnel, equipment and facilities, financial responsibility, past record of professional accomplishments, past record of performance for using agencies; and (iii) other requirements considered to be important in the process of pre-qualifying design-build firms, as determined and/or approved by the Chief of Procurement.

Competitive Proposal Selection (CPS): As part of conducting a design-build solicitation, a using agency may request in its initial Design-Build Memorandum that a Request for Qualifications (“RFQ”) be approved and advertised for the purpose of pre-qualifying design-build firms to develop a short list of no fewer than three (3) design-build firms, while simultaneously seeking sealed bids within the RFP. A DCP will be required for this process.

At a minimum, the RFQ shall include: (i) design requirements; (ii) qualifications-based evaluation criteria including, without limitation, experience and competence in the kind of design-build project to be undertaken, availability of adequate personnel, equipment and facilities, financial responsibility, past record of professional accomplishments, past record of performance for using agencies; and (iii) other requirements considered to be important in the process of pre-qualifying design-build firms, as determined and/or approved by the Chief of procurement.

NOTE: *Only those design-build firms short-listed will be afforded an opportunity to submit a proposal in response to the RFP in question.*

Upon the JPAC’s recommendation and the Mayor’s approval of the short-listed design-build firms, the Procurement Division will provide written notice of the same to the short-listed design-build firms, indicating, at a minimum, the date, time, place, and manner the submission of their proposals in response to the RFP shall be due and/or publicly presented, which shall take place no less than fifteen (15) business days after the date of the written short list notification (Procurement will also provide written notice of the short-listed design-build firms to each unsuccessful design-build firm).

If the RFQ/RFP process is preferred by the using agency, it must also demonstrate that it is more advantageous on the project in question for the city to utilize the RFQ/RFP process rather than the Traditional “Design-Bid-Build” Selection Process.

Design-Build Evaluation (QBS & CPS): The results of the using agency’s evaluation committee preliminary evaluations are forwarded to the Chief of Procurement with copies of any applicable pricing proposals (if CPS), supporting documentation and a Design-Build Memorandum that should list and rank the top three (3) design-build firms, and that may requests interviews of the same to be conducted by the using agency and administered by the Procurement Division.

Once the preliminary evaluation has been reviewed and approved by the Chief of Procurement, interviews will be scheduled by the Procurement Division and conducted, after which the using agency will establish its final ranking of the most qualified design-build firms; and seek approval from the Chief of Procurement to begin negotiations with the top-ranked design-build firm.

5.0 Solicitation & Source Selection Procedures

A. Requesting to utilize the Competitive Solicitation Process

The process is initiated by the using agency submitting a Smart Form Requisition in 1Cloud. If the scope contains anything related to Information Technology, then the 1Cloud workflow will include approval from the Information Technology Division. Next, the Equal Business Opportunity Office will review the scope and work to try and establish equal opportunity goals for the buyer or analyst to include in the solicitation.

If the request is to use any method other than an ITB, the using agency must attach a Memorandum signed by the using agency Division Chief or Director. The memo shall be addressed to the Chief of Procurement, requesting permission to utilize one of the other competitive selection methods.

The using agency memo shall provide detailed reasoning as to why the ITB method is not being requested and must provide:

1. Sufficient justification as to why the formal procurement of goods/services being requested is impracticable via ITB;
2. Attach the proposed specification or description of the desired Scope of Goods and/or Services and include specific **Minimum Requirements**, if any, that respondents to the RFP must possess for their proposals to be considered and/or evaluated.
3. Include the using agency's recommended **Evaluation Criteria**, complete with a detailed narrative and relative importance, weight, or maximum number of points available for each evaluation criterion to be used in determining acceptability and/or responsiveness of the proposal and in establishing the ranking of the proposals received and the ultimate award.

NOTE: *The using agency shall submit the above requirements and will work with the assigned Purchasing Analyst or Buyer to incorporate them into the selected 1Cloud Solicitation template. It is the responsibility of the using agency to verify with risk management that the scope does not require any special insurance requirements, prior to submitting a 1Cloud requisition.*

B. Pre-Solicitation Methods, and Procedures

The following methods are to be considered market research specifically for gathering information to assist using agencies in building their requirements/scope, to assist in establishing an Independent Government Estimate (IGE), and to save time during project planning.

1. **Request for Information (RFI):** As defined in this manual, an RFI is a written solicitation for the purpose of gathering information about a product or service to assist in the decision making process. The RFI may also serve to collect detailed information about potential suppliers and their capabilities; to advise potential suppliers of the city's intent to purchase a certain product or service; and to show that the city is acting in a fair manner and including all potential participants. The RFI

may be utilized for any threshold dollar amount. All RFI's will be administered by the Procurement Division. Contract awards will not be made on responses to an RFI.

2. **Request for Qualifications (RFQ):** A document that is issued by procurement to obtain statements of the qualifications of potential responders (development teams or consultants) to gauge potential competition in the marketplace, prior to issuing a competitive solicitation.
3. **Intent to Bid:** A letter of intent to bid ensures using agencies that a project will have sufficient supplier participation to proceed with a competitive solicitation. If the using agency doesn't receive enough affirmative letters of intent to bid from suppliers, they may reevaluate the project, even if there is a qualified, under-budget bid. The Procurement Division can extend the solicitation to additional suppliers, find out why suppliers chose not to respond, or put the project on hold and cancel the solicitation. Essentially, the letter of intent to bid saves the using agency weeks of waiting to see if they'll have the necessary number of bids when the solicitation deadline arrives.

C. Formal Solicitation Lead Time(s)

Solicitation of purchases that exceed the applicable formal threshold shall be posted for a period of at least twenty-one (21) calendar days prior to the public opening date or electronic submission deadline set forth in the solicitation, and at least five (5) calendar days prior to any scheduled pre-bid or pre-proposal conference.

Unless otherwise provided in the Procurement Code or federal, state, or local law, statute, ordinance, rule, or regulation, purchases that exceed the formal threshold shall be publicly noticed or advertised and competitively procured. As listed above, there are multiple methods that are available to obtain competition. Each using agency is required to develop specifications for goods/services under the purview of the requesting agency. All specifications shall be submitted to the Procurement Division for technical, procedural, compliance and JSEB approval via a 1Cloud Smart Form.

D. Evaluation Criteria

At a minimum, all solicitation methods except for Professional Design must include evaluation criteria: (i) price; and (ii) other criteria proposed by the requesting agency and approved by the Chief of Procurement prior to solicitation (refer to. The relative importance, weight, or maximum number of points available for each evaluation criteria and the application and/or method for evaluating the same must be expressly stated in the RFP, because the proposals received shall be tabulated and evaluated in accordance with the same.

E. Approval and Advertising

The Chief of Procurement will have final approval on the competitive solicitation type. Once the Chief of Procurement approves, the solicitation will be posted on Procurements public facing website in the abstract section. [COJ Solicitations](#)

F. Procurements Solicitation Silence Policy

The Chief of Procurement has implemented a Solicitation Silence Policy that prohibits certain oral communication regarding a solicitation during the period the policy is in effect. Written communications to the Chief of the Procurement Division or his/her staff are always allowed.

1. **Prohibitions:** Any oral communication regarding a particular solicitation is prohibited between a potential supplier, service provider, bidder, lobbyist or consultant and city employees, staff, or hired consultant.
2. **Exceptions:** Unless specifically provided in the applicable solicitation document, the Solicitation Silence Policy does not apply to the following:
 - a. communications regarding a particular solicitation between the Chief of the Procurement Division or his/her staff responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
 - b. communications between a potential supplier, service provider, bidder, consultant or lobbyist and city employees responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures.
 - c. communications with the Office of General Counsel and his/her staff.
 - d. communications with the Office of Inspector General and his/her staff.
 - e. emergency procurements of goods and services pursuant to 126.102(e).
 - f. oral communications at pre-bid conferences.
 - g. oral presentations before publicly noticed committee meetings.
 - h. contract negotiations during any duly noticed public meeting.
 - i. duly noticed site visits to determine competency of bidders during the period between bid opening and issuance of the Chief of Procurement Division's written recommendation.
 - j. communications in writing at any time to the Chief of Procurement Division or his/her staff unless specifically prohibited by the applicable solicitations document.
 - k. Evaluators and scorers of solicitations may seek the assistance of internal Subject Matter Experts (SMEs) with prior approval from the Chief of Procurement provided the SME is not be part of the evaluation team.
3. **Commencement and Termination:** The period of Solicitation Silence commences after the advertisement of the solicitation document. The period of Solicitation Silence terminates after the Chief of the Procurement Division issues a written recommendation to the corresponding awarding committee. If the awarding committee refers to the Chief of Procurements recommendation back

for further review, the Solicitation Silence period shall be reinstated until such time as the Chief of Procurement issues a subsequent recommendation.

4. **Written Communication:** When the Solicitation Silence period is in effect, any communication shall be in writing, unless one of the exceptions applies. Written communication may be in the form of a letter, email, or facsimile.
5. **If Not an Exception:** If a city employee, staff or hired consultant receives an oral inquiry call for an answer or response that is not within the scope of the exception, the city employee, staff or hired consultant shall respectfully request that the question be presented in writing to the Chief of Procurement or his/her staff, and that a response will, in turn, be given in writing. Any information that changes, adds to or clarifies the terms, provisions or requirements of the solicitation document shall be conveyed equally to all competitors in a solicitation addendum.

G. Addenda / Addendum

Addenda are issued for clarification of information provided and become part of the solicitation. If an addendum is issued after a Supplier has already submitted a response to the solicitation, the Supplier will be required to acknowledge the addendum to validate its response again. If this is not done, the submission will be withdrawn and cannot be considered.

H. Public Opening/Submission of Bids/Proposals

All solicitations will be publicly noticed through the 1Cloud system and viewable on the [Procurement Division's Website](#). All solicitation responses will require electronic submission through the 1Cloud system. Responses will remain secure and not be accessible to anyone until the bid submission deadline. Following the electronic submission deadline, a preliminary tabulation listing all bidders responding will be provided to interested parties upon request. The final award recommendation will follow the complete evaluation of all responses, approval by the Chief of Procurement, JPAC and final approval by the mayor.

I. Preliminary Evaluation

Once proposals are received in response to the solicitation, Procurement will conduct an administrative review to determine initial responsiveness. Procurement will confirm that the bid was submitted on time and that the bids meet the required format along with other basic non-subjective and technical components. Procurement will also confirm that the Supplier is an active business registered with the Florida Department of State, Divisions of Corporations and may obtain the license specified in the Bid/Proposal document for review by the Requesting Using agency.

If a response fails to meet responsiveness requirements, Procurement may deem the Submittal nonresponsive and notify the Supplier. If the Supplier has stated that it is taking deviations, no notification will be sent to the Supplier. When Procurement deems necessary, it may conduct discussions with Suppliers for clarification purposes only. Procurement will then forward the initially responsive Bid Submittals to the requesting using agency approved Evaluation Committee for purposes of conducting the evaluation of each proposal.

NOTE: *Procurement is not responsible for validating suppliers' responses to a using agency minimum requirement. Procurement may perform an administrative review to assist the using agency, however Procurement will only note its findings. The using agency must validate whether the supplier has met its minimum requirements. If a supplier is missing information that is immaterial to the specification and which doesn't affect price, then the using agency must contact their procurement analyst, who will retrieve contact the supplier.*

J. Using agency Evaluation Committee

The using agency shall include the names of no less than three (3) individuals who will be evaluating the responses within the required Memorandum when requesting a specific competitive method for solicitation. The selected method of evaluating the proposals must also be indicated on this Memorandum.

Prior to the approval of individuals to serve on an Evaluation Committee, the Chief shall require all potential evaluators to complete the disclosure form required in Section 126.112(d) of the Code and obtain an ethical clearance from the City Ethics Office and the applicable department head, chief, or other comparable supervisory personnel.

The requesting using agency will confirm that the supplier is properly registered and licensed as required by the project or area of discipline at the time of the Opening Date or electronic submission deadline. If the requesting department determines that a response is not responsive, or the supplier is not responsible, it must detail in writing the basis of its determination.

The Evaluation Committee shall not meet or communicate with each other regarding the solicitation or the responses before checking with the Chief of Procurement and taking measures to comply with Florida's Sunshine Laws. If additional information or clarification is needed from a supplier or using agency, the evaluation committee member shall request it through the Procurement Division.

Generally, evaluation committee members shall not disclose any of the contents of a response, or their preliminary conclusions regarding such response, except in a public meeting. However, members may have limited discussions about responses with a co-worker who is not on the committee if the co-worker can assist the member in the evaluation process. The member must advise their co-worker of the confidential nature of their discussions.

Upon the formation of the evaluation committee, the Procurement Division can provide instruction and direction on the process, role, responsibilities, and requirements of the committee. To ensure integrity in the process as well as fair and open competition, the committee members will be instructed to retain all evaluation documents, including worksheets, evaluation forms, and notes during the evaluation. These could be requested for future reference and referral by the JPAC and will be considered public record.

Evaluation committee members will also be instructed to evaluate individually and independently, score and rank proposals by applying the same objective criteria and to refrain from discussion with any other member during the evaluation process.

Committee members are encouraged to take as many notes as they feel necessary when reading through proposals. Not only does it help them to mentally organize the information, but also aids in any recap

required to come up with final scoring. In addition, the notes become a quick reference tool to an individual when the committee meets as a group to discuss each proposal.

When reviewing responses, evaluation committee members should review the entire response and pay particular attention to the following:

1. Minimum Requirements – Does the response meet the minimum requirements?
2. Ensure you fully understand the requirements, including the statement of work, proposal content requirements, and evaluation criteria.
3. Evaluate proposals one at a time.
4. Before evaluating, familiarize yourself with the proposal.
5. Evaluate each proposal on its own merit; do not compare it to other proposals.
6. Evaluate ONLY against the evaluation factors and ONLY what is in the proposal. members must be familiar with the evaluation criteria and scoring methodology.
7. Note any clarifications you may need and submit them to Procurement.

The evaluation committee shall evaluate all responses as fairly, as possible, and set aside all prejudices. Personal knowledge of a supplier shall be used judiciously and pertain only to current situations. When an item to be evaluated is beyond a member's knowledge or experience, the items should be researched enough to achieve a supportable conclusion.

Members serving on an evaluation committee are morally bound to be as objective and fair as possible, since these decisions impact the expenditure of taxpayer funds and the business livelihood of the suppliers in the private sector. Members should also be prepared to make a priority commitment of time, since a timely turnaround on award recommendation is important.

Evaluation Methods: The Using agency Evaluation Committee must select one of the following methods for this evaluation:

1. The Evaluation Committee completes the evaluation solely on their own and enters their scores into 1Cloud.
2. The Evaluation Committee (i) enlists additional subject matter experts (SMEs) to independently evaluate the responses, and (ii) adopts the average score as their own. [When using this method for evaluation, the using agency must identify the SMEs on the Agency memo to Procurement. The using agency's designated Evaluation Committee members and SMEs must comply with all applicable Florida Sunshine Laws if they intend to meet and/or discuss any elements of the RFP or proposals.]

3. The Using agency's Evaluation Committee obtains technical assistance from one or more SMEs to help with the review and evaluation of portions of the proposals but retains sole responsibility for scoring the proposals.

NOTE: *The Evaluation Committee shall evaluate and score competitive solicitation proposals, responses, or replies in accordance with the competitive solicitation terms and criteria only.*

K. Minor/Major Irregularities

Irregularities or deviations in Bids/Proposals may be either material or immaterial. Immaterial or minor irregularities are those that do not alter the substance of the Bid/Proposal and do not provide undue competitive advantage to a Supplier. These deviations may be waived by the appropriate awarding authority. Illustrative examples include, but are not limited to, omission of brochures; inaccurate extension of unit prices; addendum not acknowledged when price is not affected; correct number of copies not submitted; Delivery/payment terms not specified (unless specifically required in bid/proposal); References not provided at the time of bid/proposal; Unit Prices not extended; Submission of Cashier's check instead of another bid security; and Failure to submit written evidence that an agent signing for an owner had authority to bind the Supplier/Bidder.

Material or Major irregularities are ones that; deprive the city of its assurance that the contract will be entered, performed, and guaranteed according to the Bid's/Proposal's specific requirements, providing the deviating Supplier with an undue competitive advantage. These deviations may not be waived. Illustrative examples include but are not limited to; deviations affecting the price, quality or delivery of commodities or services offered; Supplier's or Bidder's certification not submitted or submitted but not signed; Bid security not submitted when required or not valid; Addendum not acknowledged when it affects price; Bid or response not submitted on time; and Bid pricing pages not submitted or submitted in blank.

The requesting using agency will decide regarding materiality of deviations to the Specification and forward a written response to Procurement. Procurement will then assess the validity of the materiality determination and take the appropriate action.

L. Requests for Clarification

The using agency or Evaluation Committee may have need of a clarification to competently evaluate a Bid/Proposal. **Clarification from suppliers cannot change (add to or diminish) the original response submitted by the supplier.** When the need for clarification has been identified, the using agency or Evaluation Committee should inform Procurement immediately. The using agency or Evaluation Committee should develop the clarification question(s) and submit it to Procurement. Procurement will then prepare the clarification questionnaire and submit it to the Supplier(s) for a response by a specific date. Procurement will submit the returned clarification to the using agency or the Evaluation Committee for further review.

M. Interviews, Selection, Negotiation and Contracting

The results of the preliminary evaluation shall be entered into 1Cloud, along with additional notes supporting the scores assigned to each response. After the preliminary phase of scoring is completed by all evaluators, the Procurement Analyst/Buyer will share the results with the evaluation committee for

recommendation. The evaluation committee may request that interviews be conducted in an effort to select the best value and most qualified goods/services provider amongst closely-scored respondents if so stated in the Solicitation Documents; or recommending the top ranked proposer to the Chief of Procurement who prepares and agenda item for JPAC consideration and recommendation to the Mayor for both approval or approval to negotiate, and as if necessary, to finalize a contract with the top-ranked firm.

If negotiations are necessary, the using agency shall, after receiving JPAC approval to do so, proceed with the same pursuant to the negotiation process outlined in Part 3 of the Procurement Code; otherwise, as part of its PAF that lists the top-ranked respondents, the using agency may request, in an “Accordingly” paragraph, that the City enter into an agreement with the top-ranked respondent or respondents, attaching: (i) a Scope of Goods/Services as Exhibit “A;” (ii) a Fee and / or Cost Summary as Exhibit “B;” (iii) a copy of a **Letter of Confirmation** from the proposed goods / services provider regarding the Scope of Goods / Services, the Fee and/or Cost Summary and other proposed contract terms and conditions, i.e. price, duration, etc.; and (iv) any applicable exhibits and supporting documentation.

Upon JPAC approval, the recommendation is memorialized in the form of a **JPAC Letter** from the Chief of Procurement, which letter summarizes the JPAC recommendation regarding the using agency’s contract request and requests the mayor’s concurrence and/or approval. Once the Mayor or his/her designee executes the **JPAC Letter** and returns the same to Procurement, the letter is forwarded to the using agency and it becomes the responsibility of the using agency, unless otherwise provided, to conclude its contract request in concert with the OGC.

N. Florida Public Records Law (Procurement Exemption)

Suppliers shall agree by contract and be deemed to have agreed by doing business with the City to comply with all applicable federal, state, and local laws, rules, and regulations as the same exist or as may be amended from time to time, including, but not limited to the Florida Public Records Law, §119.

- 1. Public Access/Inspection of Sealed Bid/Proposal Responses:** Sealed bids, proposals or replies received pursuant to a competitive solicitation are *exempt* from disclosure until such time as the agency provides notice of an intended decision or until 30 days after the opening of the bids, proposals, or final replies, *whichever is earlier* (§119.071(1)(b)(2)).

If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from disclosure until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies (§119.071(1)(b)(3)).

Any financial statement that an agency requires a prospective bidder to submit to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from disclosure. (§119.071(1)(c)).

O. Tie Breaker Procedures (126.201(d)(3))

Price Based Solicitations: If there exists a tie between the lowest responsive, responsible bids meeting or exceeding published specifications regarding the same total amount or unit price, including base bids and alternates, if any, and quality and service are also equal, and if the delay caused by re-advertising for bids will be substantially detrimental to the public interest, the JPAC shall give preference to the local bidder. Subject to this consideration, the mayor may authorize the JPAC: (i) if there is no local tie bidder, to award the contract to one of the tie bidders by drawing lots in public; or (ii) if there is more than one local tie bidder, to award the contract to one of the local tie bidders by drawing lots in public.

Evaluated Solicitations: A tie shall exist when two or more proposals receive the same final score. Tie breaking procedures are outlined in **126.201(d)(3)** and are only applied when a tie exists between the highest ranking or scoring proposers. The tie breaking procedure is only applied in the final step of the selection process. If the evaluation committee determines not to conduct oral presentations, the tie breaking procedure would be applied at the conclusion of the evaluation of the written proposals. If the evaluation committee decides to conduct oral presentations, then the tie breaking procedure would be applied at the conclusion of the oral presentations.

NOTE: *The above applies to informal procurement as well. The only difference is that procurement will conduct the tie breaker, not JPAC.*

P. Value Engineering / Value Analysis

Value engineering analyzes designed building features, systems, equipment, and material selections to achieve essential functions and enhance results while reducing the life-cycle cost. These practices are formally structured in the design phase and depend on contractor initiative in the construction phase. Value engineering goals for individual projects are often addressed in partnering agreements and should be included in using agency requirements during the pre-solicitation / solicitation phase of the procurement lifecycle.

In the design phase of city construction, value engineering considers alternative designs to optimize the expected cost/worth ratio while maintaining required performance, quality, reliability, and safety. Using agencies should contract for two value engineering studies: one at the completion of the concept design and one at the completion of the design development. In each, a value engineering consultant evaluates changes that may increase functional value (including customer satisfaction) while reducing construction, operation, or maintenance costs. This value engineering effort should then scale to the project size, complexity, and status.

Value engineering efforts in the early stages of project design afford greater savings and allow a change of direction, if appropriate, without affecting deadlines. Money saved through these efforts can be reallocated for features that would lend greater life-cycle value to the construction.

In the construction phase, city suppliers are encouraged through shared savings to propose changes that cut costs while maintaining or enhancing design quality, value, functional performance, safety, appearance, or ease of upkeep.

6.0 Chief of Procurement Awarding Authority

The procedures outlined in this section are for the processing of informal purchases and are to ensure that we: (i) obtain quality goods and services at competitive prices; (ii) conduct a solicitation and review process that does not abuse the informal system of purchasing; (iii) fulfill the obligation to provide the quickest response to customer needs; and (iv) provide fair opportunities to prospective suppliers and contractors in the competitive process.

A. Solicitation of Quotes

The standard procedure for informal purchasing actions is established as follows:

Estimated Cost	Type of Quote	Minimum Suppliers Solicited
\$1 - \$10,000	Written	One (1) by Using agency from a Registered Supplier
\$10,000 - \$150,000	Written	Full & Open Competition by Procurement

NOTES:

1. *Using agency should verify recommended supplier is registered in 1Cloud before entering the requisition.*
2. *All Professional Design Services exceeding \$35,000 will be processed as a formal purchase.*
3. *For capital improvements, the final threshold in the chart above shall be \$30,001 - \$200,000, unless otherwise established by the Chief of Procurement on a case-by-case basis.*
4. *Minimum solicitation lead time is (i) ten (10) calendar days for capital improvements; and (ii) a minimum of three (3) calendar days for all other goods and services. Confirmation quotations requested for items covered by a contract may be processed immediately upon receipt.*
5. *Buyers shall not schedule their bids to close on a weekend or holiday.*
6. *If there is no estimated amount provided by the using agency or the estimated amount is \$0, the Buyer will solicit all registered suppliers for the commodity code of the items required.*

B. Informal Solicitation Procedures:

The Procurement Buyer will be required to solicit all requests for quotes/bids/proposals where the goods/services are estimated to exceed \$10,000.00 and below \$150,000 and are not available through alternative methods described herein. The using agency is responsible for obtaining quotes for goods/services in the amount of \$10,000.00 or less. All requests for blanket orders are subject to the solicitation procedures listed herein.

In addition to soliciting quotes for goods and services, the using agency and the Procurement Division may elect more appropriate solicitation methods than lowest responsive, responsible bid. The using agency may use evaluated RFPs with the approval of the Chief of Procurement when price alone is not a practical method or in the city’s best interest.

NOTE: *Using agencies are responsible for providing adequate detail of the request for goods and services with the correct NIGP Commodity Code. Using agencies also have the authority to obtain a single quote at any dollar value for budgetary purposes. Said quote, if applicable, should be submitted with the requisition for the solicitation process to occur. Procurement will solicit, when feasible, the supplier from the budgetary quote in the solicitation process. All solicitation responses must include a confirmation of no Conflict of Interest (“C.O.I.”) statement.*

Solicitation Procedures for Informal Capital Improvement Projects: Capital Improvement Projects that are listed in the CIP and estimated to exceed \$100,000 are required to be submitted with a Capital Improvement Verification Form. Capital Improvement Projects estimated to exceed \$100,000 but less than or equal to \$200,000 will be advertised for a minimum of ten (10) calendar days using the sealed bid process (the Chief shall have the discretion to: (i) reduce the number of days an informal purchase is advertised; and (ii) procure an informal purchase by a method other than the sealed bid process). The using agency requesting the services will be required to submit specifications to be included in informal solicitation documents in 1Cloud.

Once Suppliers respond to the solicitation, sealed bids will be opened and tabulated at the time, date and location specified in the solicitation documents. Copies of the responses will be forwarded to the using agency in question for evaluation and recommendation of award.

Informal Awards: All informal awards are made to the lowest, responsive, responsible bidder based on their electronic bid submittal and tabulation results. If a solicitation is an evaluated and scored solicitation, the award will be made to the highest ranking, responsive, responsible respondent. If the lowest or highest-ranking bidder or respondent is not recommended for award due to not being responsive or responsible, the using agency must clearly state their specific reason(s) for arriving at this conclusion and present to the Buyer and/or Analyst for review. The Buyer or Analyst will either reject the lowest or highest-ranking bidder or refer the recommendation back to the using agency for further review and action which may include rejecting all bidders and resoliciting or revising the recommendation.

NOTE: *Specific internal procedures to be followed by Buyers and Analysts for:*

1. *Selection of Suppliers to solicit for quotes*
2. *Rejection of bidders*
3. *Other informal solicitation procedures are not covered by this section. Buyers and Analysts should refer to their standard operating procedures and/or checklists included in the Procurement Division Internal Policies and Procedures.*

C. 1Cloud PO/POA Review and Approval Requirements

The review and approval requirements for informal purchases will be as follows:

Amount	Approval
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\$0 - \$65,000 \$65,000-\$150,000*	Procurement Buyer Senior Manager or Manager of Purchasing Services
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***Capital Improvements;** Threshold shall be \$30,000 - \$200,000, unless otherwise established by the Chief of Procurement on a case-by-case basis.

D. Using agency Concurrence

Using agency shall provide concurrence for all informal purchase requests. Purchases exceeding \$65,000 shall have written concurrence from the using agency with Director or Division Chief approval. Written concurrence will be accepted in one of the following methods: (i) 1Cloud solicitation messages, (ii) Division recommendation memorandum signed by the Director or Chief (if over \$65,000), or (iii) Email concurrence from the Director or Division Chief (if over \$65,000).

E. Administrative Awards

All administrative award requests shall be initiated through a Smart Form requisition in 1Cloud and shall be accompanied by a PAF. The PAF shall include any written documentation as justification to include a supplier quote or score of work, a draft contract through OGC or City Council approved legislation or minutes. Procurement will then review the Smart Form request and prepare the administrative award for approval. Once approved, the administrative award will be sent back to the using agency.

The Chief of Procurement is the awarding authority for the following administrative award expenditure(s) requests:

1. Are exempt from competitive solicitations pursuant to Section 126.108, Ordinance Code.
2. Fall under the formal purchase threshold and contains renewal options.

NOTE: If the using agency increases the maximum indebtedness of the Administrative Award's initial period to the point where it exceeds the informal threshold, then it will need to be rebid as a formal solicitation and awarded through the JPAC or referred to the appropriate procurement process. If the option periods are exercised, and the annual amount does not exceed the formal threshold, it will remain as an Administrative Award.

An Administrative Award is not required for one-time purchases below the formal threshold of \$150,000. (Please refer to the table in Section 5 (c))

3. Authorize all renewals, extensions, and unit price increases. All formal award price increases, that do not increase the overall maximum indebtedness previously authorized by the JPAC.
4. Authorize the Office of General Counsel to begin the formal or informal contract process for purchases which will provide for signature authority on contracts and/or agreements.

5. Authorize check requests if necessary (Non-Purchase Order Payments). Items authorized below for check request payment are submitted directly to the Accounting Division for processing as Non-Purchase Order Payments. All check requests for goods/services not listed herein will require a written explanation to and approval from the Chief of Procurement or designee. The Accounting Division's procedures for processing check requests shall govern.

Pre-Approved Check Requests to be Processed by Accounting: <i>Any supplier requiring pre-payment must indicate pre-payment requirement on its quote. All pre-payment requests must be approved by the Chief of Procurement.</i>	
Artistic Services as defined	Parking
Automobile Repairs (Minor) of City Vehicles on Trips	Postage Due
Bus Tokens	Physicals: Flight, Employment, etc.
Certificates of Operation (Permits)	Post Office Box Rental
Collection Fees and Bad Check Reimbursements	Postage Meters (Include Meter Number) and Bulk Mailing
Court Filing Fees, Court Orders	Permit Postage Stamps
Debt Collection Fees	Professional Services, Legal-Related Billings
Development & Sports Commission Events	Real Estate Closings
Documentary Stamps	Revenue/Payments, JEDC Event Contribution
Dues and Memberships	Refunds on Permits: Electrical, Plumbing, etc.
Individual, Governmental or Using agency Easements	Seminar Speakers
Entertainment (Production Changes, Catering, Light & Sound) with Chief of Procurement prior approval	Subpoena Serving Fees (Out-of-Town)
Examinations: Blood-Alcohol, Autopsy, Rape Cases (ordered by State Attorney's Office or Sheriff's Office)	Subscriptions
Freight: Incoming and Outgoing	Surplus Purchases: City, State and Federal Taxes
Gasoline Credit Cards	Taxes on Aircraft: Sheriff and Mosquito Control
Impoundment Fees	Training Employees Provided
Insurance Premiums	Transactions Between Government Agencies Who Do Not Use General Accounting and/or Depositing Cash in Accounts
Laboratory Testing; Material Analysis, etc.	Utilities Management, Reimbursable Expenses
Law Library Fees	Utilities: Water, Sewer, Electric, etc.
Lectures by Individuals	
Legal Paper Serving Fees	Witness Fees
Licenses, City Tags	Wrecker Service and Storage; Office of Sheriff Evidence
Loss of Property, per Collective Bargaining Agreement	Postage Due
Medical and Hospital Expenses: Prisons and Wards of City Agencies	Physicals: Flight, Employment, etc.
Parking Permits, per Collective Bargaining Agreement	Post Office Box Rental
Petty Cash Reimbursements	Postage Meters (Include Meter Number) and Bulk Mailing

F. Purchasing Card (P-Card) Usage

The Treasury Division of the City of Jacksonville is currently the Program Administrator for the P-Card Program. Policies and procedures related to the issuance, usage and responsibility of the P-Card can be found on the Employee Portal under the Treasury Division site.

In general, the P-Card is to be used for the high volume, low dollar level purchase of supplies, travel-related expenses, check requests, and for use with the city wide Amazon Business Prime Account. The City of Jacksonville's standard spending parameters for a P-Card are set up to \$4,500 per transaction with a maximum of \$10,000 per month per card unless maximum increase is approved. A single purchase must not be used to split into two or more transactions to stay within the per-transaction limit or limit of the cardholder's card.

Procurement's responsibilities for the P-Card Program are as follows:

1. Review all charges for appropriateness and ensure all purchases were necessary for official use.

2. Report any improper use to Chief of Procurement, Treasury Division, and the Manager of cardholder.

NOTE: *Procurement does not approve P-Card Purchases, this is the responsibility of the P-Card Manager. Procurement also does not approve employees for new P-Cards, this is the responsibility of the Treasury.*

Misuse of P-Card: Improper use of the card will result in a City of Jacksonville security investigation which may lead to disciplinary action, up to and including termination of employment, criminal prosecution, and civil litigation. If the cardholder fails to use the card properly and charges are unaccounted for, the cardholder has authorized the City of Jacksonville to deduct such amount from the cardholder's salary equal to the total amount of unaccountable expenditures. The cardholder also agrees to allow the City of Jacksonville to collect any amounts owed by the cardholder even if no longer employed by the City of Jacksonville.

7.0 Jacksonville Procurement Awards Committee

Standing meeting time, day, and place: 1:00 p.m. each Thursday, in Conference Room 851, Ed Ball Building, 214 N. Hogan Street, Jacksonville, Florida, 32202. Items to be considered for JPAC must be submitted to Procurement no later than noon Thursday prior to the next regularly scheduled Thursday meeting.

This section of the Manual describes the process for processing of formal awards in compliance with 126, city ordinance and to ensure transparency. The JPAC consists of the Director of Finance and Administration (**Chair**) or his/her designee, the Director of the Department of Public Works (**Vice Chair**) or his/her designee, and the City's Risk Manager or his/her designee.

NOTE: *When an independent agency or the Downtown Investment Authority (DIA) is using the services of the Procurement Division, the Chief Administrative Officer/Executive Director, or other equivalent position, of the independent agency, or his/her designee, shall be a member of the JPAC in lieu of the Director of Finance and Administration. Assigned committee members and their alternates must review and comply with the Procurement Committee Rules and Guidelines, [Appendix C](#).*

A representative of any using agency seeking the recommendations of the JPAC is required to attend meetings of the JPAC in person or remotely to answer questions related to their respective items. Such representative is entitled to be heard but shall not vote at such meetings.

Except in cases where independent agencies are directed by law to award their formal bids and contracts, the duties of the JPAC are to be the awarding authority for the following Formal expenditure(s) requests:

1. To make a recommendation for a new award (Final awarding action to a supplier and establishing a maximum indebtedness to the city), in whole or in part, for formal bids and contracts submitted by the Chief of Procurement, for professional services, professional design services, supplies, contractual services or capital improvements.

2. To make a recommendation for price increases to the maximum indebtedness for formal bids and contracts submitted by the Chief of Procurement, for professional services, professional design services, supplies, contractual services, or capital improvements.
3. To make a recommendation to waive technical defects that are that are in the best interests of the city, as minor irregularities.
4. To make a recommendation to cancel a formal competitive solicitation.
5. To reject all bids, proposals, responses, or replies, in whole or in part, for formal bids and contracts submitted by the Chief, Procurement Division, for professional services, professional design services, supplies, contractual services or capital improvements.
6. To make a recommendation for approval, any procedures promulgated by the Chief of Procurement regarding bonds and bidder responsibility determinations.
7. To make a recommendation for approval, any amendments to the Procurement Operating Manual based on the Chief of Procurements recommendations.
8. To formulate and adopt standards for supplies and contractual services required by using agencies, at the recommendation of the Chief of Procurement.
9. To hear and make final decisions upon any administrative review protests, suspensions, and debarments.
10. Legal-Related Services (Services related to legal work 126.308 also included with State of Florida exemptions FS 287.057). Annually, during the month of October, the “JPAC” shall establish a list of qualified, interested and available sources of the legal-related services performed under the supervision of the General Counsel, the State Attorney or the Public Defender.

NOTE: *Solicitation development and sourcing strategies will be determined and approved by the Procurement Division.*

A. Requesting the JPAC Process

The JPAC process is initiated by the using agency submitting a digitally signed **Procurement Awards Form (PAF) (attachment XX)** to the using agency’s assign Analyst within the Procurement Division. The PAF shall request JPAC review and approval for items listed in **Section 4 (A) 1-9** of this manual. The PAF shall include as an attachment, any applicable exhibits and supporting documentation, such as (i) a Scope of Goods/Services as Exhibit “A;” (ii) a Fee and/or Cost Summary as Exhibit “B;” (iii) a copy of a proposal letter, if any, from the proposed goods/services provider regarding the scope of goods/services and other proposed contract terms and conditions, i.e., price, duration, etc.

Upon approval by the Chief of Procurement, a using agency’s PAF will be placed on the next JPAC agenda for review, and recommended approval so that it may be approved by the mayor or his/her designee. Once the mayor or his/her designee approves the PAF and returns the same to Procurement, the approved PAF is then forwarded to the using agency, at which time, it becomes the responsibility of the using agency,

unless otherwise provided, to conclude its request for goods/services in concert with the City's OGC by submitting a **Legal Request** to OGC for an agreement or contract amendment consistent with the JPAC's approved recommendation, if a legal contract is required. (Neither the using agency nor the goods/services provider or consultant is authorized to add any exhibits or contract documents other than those specifically recommended by JPAC and approved by the mayor or his/her designee).

B. Standardization of Supplies and Equipment

The JPAC will hear from using agencies that wish to request that certain supplies and/or equipment be formally standardized for repetitive purchases of supplies and/or equipment that are common to the needs of two or more agencies. The duties of the JPAC are to adopt as standards the minimum number of qualities, sizes and varieties of supplies and equipment consistent with the successful operation of the city, adopt standard specifications of other governmental jurisdictions and nationally organized standardizing bodies; assist the Chief of Procurement in preparing written specifications of standard supplies, conduct studies of estimates of requirements for supplies and contractual services and recommend to the Chief of Procurement and the Mayor the rules governing estimates of needs as will best serve the interests of efficient central purchasing without adding burdensome procedures to using agencies.

- 1. Requesting Standardization:** Using agencies shall submit a request for standardization memorandum to the Chief of Procurement. The standardization memorandum shall include, but is not limited to (i) the supply or equipment to be standardized by manufacturer/brand; (ii) detailed justification for standardizing; (iii) estimated dollar value of proposed standardized supply/equipment to be purchased within a fiscal period; (iv) a statement as to the level of competition available within the proposed standardized supply/equipment; (v) the requested period of time for which the proposed standardization of supply/equipment shall be in effect; (vi) documentation supporting the request; and (vii) specifications for proposed standardized supply/equipment.

The Chief of Procurement, in receipt of the request for standardization memorandum, will review the request and supporting documentation and forward, to the JPAC. The JPAC will meet, in accordance with Florida's Sunshine Laws, to consider the request for standardization and to recommend to the Chief of Procurement approval or denial of said request. All approved standardization documents will be maintained and made available through the Procurement Division.

8.0 Unauthorized / Improper Purchases

It shall be unlawful for any officer or employee of the City to order the purchase of any supplies or to make any contract in any manner contrary to the provisions of the Procurement Code. Any purchase order or contract made contrary to the provisions hereof shall be null and void unless and until accepted and ratified by the appropriate awarding authority.

Any purchase which is determined to be in violation of the Procurement Code will be forwarded to the Chief of Procurement by cover memorandum or letter, acknowledged by the Director of the issuing department and setting forth the following: (i) brief description of the circumstances that resulted in the

improper purchase; (ii) corrective action taken or to be taken to preclude recurrence; and (iii) recommended disposition as to payment for the improperly purchased goods/services.

The Chief of Procurement shall forward those purchases determined to be improper or unauthorized, along with justification from the using agency, to the Mayor's Office for approval of a recommended disposition, as well as any recommended disciplinary measures. A copy of this recommendation will also be furnished to the Council Auditor. Upon receipt of approval from the mayor or his designee, the same shall be forwarded to the using agency and processed for immediate payment.

9.0 Jacksonville Small Emerging Business (JSEB)

Pursuant to the Jax P-Code, Part 6, the purpose, and commitment of the Procurement Code is to enhance the growth of Jacksonville Small and Emerging Businesses ("JSEBs") so that it is beneficial to the city and its individual residents. It has been concluded that several issues impede the progress of small businesses, including bonding issues, access to capital, training, city procurement barriers and lack of resources for growth. To that end, the city has devised a JSEB Program (the "Program") to address these concerns.

A. Scope and Applicability

The procedures apply to the using agencies and departments which are "General Government." These procedures may be applied to the independent agencies if they elect to apply them.

They shall also apply to all contracts funded in part or in whole by City funds; however, the Program may not be applicable in instances involving federal funding, which funding may require the implementation of federally required equal opportunity measures.

B. Statement of Policy

It is the policy of the City of Jacksonville that a stated percentage of the City's estimated proposed expenditures for each fiscal year be procured from Jacksonville Small Emerging Businesses (JSEBS) and in all areas of City procurement, including, without limitation, Capital Improvements, Contractual Services (other than Professional Services), Professional Services, Professional Design Services and Contractual Supplies. These purchases will be procured by set-asides, subcontracting opportunities, and joint ventures contract opportunities with certified JSEBS.

C. Applicable to ALL Departments

The City, through each department head, shall commit in its budget to award at least 20 percent of its contracts for services, including contractual services, professional services, professional design services, construction services or other services, to JSEBs, provided, however, that such awards shall comply with local, state, and federal law and that there exist JSEBs to perform the work. To assist the City in implementing the Program requirements of this Part, the Equal Business Opportunity Office, through the JSEB Administrator and in consultation with the Chief of Procurement shall provide annual training to department heads and division chiefs, or their designees, and applicable staff of City boards and commissions regarding the JSEB program and the requirements set forth in this Part.

Each department will be required to report to the Procurement Division its JSEB participation monthly, based upon a fiscal year beginning on the first day of October. Each Department Head shall identify a staff person to coordinate contracting and purchasing opportunities with the Equal Business Opportunity Office to ensure equitable opportunities for JSEBS. Each department shall examine all available alternatives for meeting the goals set forth by the Procurement Code by determining the size and type of work to be performed, based on the size and the availability of small firms to perform the service so as to enhance the possibility of participation, and coordinating with the Procurement Division and its Ombudsman for advance notification to all known and prospective Suppliers of information about pre-bid or pre-proposal conferences and briefings which will outline the scope of work or services, time tables, methods of bidding, subcontracting goals, qualities, standards and other information that will be useful to the Suppliers, as well as JSEB performance, payment, disputes and other issues and concerns.

The departmental representative will assist the Equal Business Opportunity Office in monitoring compliance with the requirements throughout the life of the contract. One component of the monitoring process will be to require all principal parties (i.e., prime contractors, consultants) on City projects and contracts to adhere to a monthly reporting requirement. The monthly report must include the following information (all broken out by ethnicity): (i) JSEB individual monthly payment; (ii) JSEB cumulative monthly payment; (iii) percentage of total contract; (iv) percentage of overall contract completion; (v) partial release of lien for the previous payments made to the minority subcontractor.

***NOTE:** Each department must coordinate with and notify the EBO staff of all pre-bid, pre-proposal, and pre-construction conferences to ensure participation of the EBO Office. Any change to a specification, evaluation criteria or minimum requirement shall be rerouted to the EBO for informational purposes.*

10.0 Ex-Offender Program

Under the provisions of Part 5 of the Jax P-Code, the Chief of Procurement shall provide an annual report to the Mayor and City Council no later than December 31 of each fiscal year for the previous fiscal year on the information provided by Contractors on the Ex-offender compliance report pursuant to Section 126.506 (See Appendix G).

11.0 Buy America Preference (BAP)

In accordance with Part 7 Subpart A of the Jax P-Code, the City of Jacksonville has adopted a Buy American Preference (BAP) as it pertains to City procurement and the expenditure of local public funds, as permitted by federal and state regulations, to create a domestic preference for City procurement of goods and material using appropriated funds manufactured, produced, and assembled within the United States.

This section will also cover the steps required for Using Agencies, Procurement Analysts and Buyers to verify companies' goods are in fact manufactured, produced, and assembled in the United States, to include procedures for exemptions, comparison of qualifications and waivers.

A. Criteria for Using Agencies (Pre-Solicitation)

For all Formal Low Bid requirements, Using agency Contract Specialists and Contract Administrators will work with Procurement Analysts and Buyers to ensure that the BAP compliance form is included in their assigned agency ITB (BAP does not apply to evaluated bids and construction bids).

Exemptions: Using Agencies will also work with Procurement Analysts, Buyers, and the JSEB Administrator from the Procurement Division to determine if the ITB is exempt from the BAP, in accordance with 2020-238-E (b) (1-8). If it is determined that the ITB is exempted, the Procurement Analyst or Buyer responsible will remove the BAP section from the solicitation draft.

B. Criteria for bidder or offeror during solicitation and submission of bids

Interested bidders or offerors shall submit the BAP Form found in the said ITB. The form shall be addressed to the Chief through the Procurement Analyst or Buyer assigned to the bid. The bidder or offerors form shall clearly certify that each end good, product or material, is manufactured, assembled, and produced in the United States. For Lump Sum Bids, all items bid must be at least fifty one (51) percent to receive preference.

This form shall be endorsed and shall state that the bidder or offeror's total end goods, products or materials are in fact at least fifty one (51) percent manufactured, assembled, or produced in the United States.

The form shall be complete with percentages manufactured, assembled, or produced for each component being offered. Supporting documentation shall also be submitted with the BAP Form that supports the assertion.

C. Criteria for verification of 51 percent requirement

The Procurement Analyst or Buyer will determine if the bidder or offeror meets the 51 percent preference based off the forms and supporting documentation submitted by the bidder or offeror and will route to management and the Chief for final approval. Once the Chief approves, the bidder or offeror whose goods are verified to be at least 51 percent made in America, and whose bid is within **5 percent** of the lowest responsive responsible bidder or offeror, will be given BAP and recommended for award.

D. Criteria for waiving Buy America Preference

The application of BAP to a particular purchase, contract, or category of contracts for goods may be waived upon written recommendation of the Chief and approval of the Chief Financial Officer of the City (i.e., Cost or any other reason that is not in the best interest of the City).

F. Comparison of Qualifications

The Chief has the right to compare the quality of goods proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids. Further, the preferences established herein in no way prohibit the right of the Chief to determinate based on criteria and standards developed administratively to allow for selection by preference permitted in another section of this Chapter.

G. Low Bid Examples

Example 1

ITB-XXX-XX is released. Two bids are received.

Bidder A	\$245,000	Non JSEB, has not submitted BAP, and is responsive.
Bidder B	\$253,000	Non JSEB, has submitted for BAP, qualifies and is responsive.

Bidder A is not a JSEB, Bidder B is responsive, Bidder B has submitted for BAP and qualifies, Bidder B is within five (5) percent of low bid. According to 126.701, bidder B would be awarded.

Example 2

Bidder A	\$240,000	JSEB
Bidder B	\$170,000	Non JSEB, has not submitted BAP, and is responsive.
Bidder C	\$178,500	Non JSEB bidder submits and qualifies for BAP (51%)

Since bidder B and C are lower than bidder A, and bidder C is within five (5) percent of the low bid, apply the preference, and award to bidder C as this is in the best interest to the city.

Example 3

Bidder A	\$75,000	Non JSEB, has not submitted BAP, and is responsive.
Bidder B	\$57,750	JSEB
Bidder C	\$60,000	Non JSEB bidder submits and qualifies for BAP (51%)

Since bidder B is exempt from BAP and is the low bidder, do not use preference and award to bidder B as this is in the best interest to the city.

12.0 Local Business Participation

In accordance with Part 7 Subpart B of the Jax P-Code, for all capital improvement procurements of \$7,000,000 or more that are awarded to a non-local business, the non-local business shall be required to use local business to perform or supply at least forty percent (40%) of the project based on the initial award amount (the “Local Participation Requirement”). The Chief of Procurement, in consultation with the using agency, may establish a lower participation percentage of no less than 20%.

JSEB participation, as required by the JSEB Administrator pursuant to Part 6 of the Jax P-code, shall count toward meeting the Local Participation Requirement established pursuant to the Jax P-Code. The good faith effort established by the EBO/JSEB Administrator can also be used by suppliers when trying to establish their Local Participation Requirements.

The Chief of Procurement shall ensure that the Local Participation Requirement is included in each competitive solicitation, as applicable, unless the Chief determines, based on satisfactory written justification provided by the using agency overseeing the project, that the Local Participation Requirement is not feasible or economical to the City’s interests. The “Supplier Checklist for Determining Local

Business,” can be found in **Appendix H**, and will be included in every CIP solicitation exceeding the above threshold.

Suppliers wishing to be granted local business participation must submit all required documentation as stated in the solicitation, including the Supplier Checklist for Determining Local Business.

Suppliers may be required to submit additional documentation to substantiate they are a local business. Failure to provide verifiable documentation within five business days of request by the city may result in the supplier’s response being deemed unresponsive. Suppliers who submit falsified data may be suspended or debarred in accordance with the Jax P- Code.

The Local Participation requirement shall not apply to the following: Any procurement procedures required by state law that prohibit the application of a local participation policy; Purchases or contracts which are funded, in whole or in part, by a government or other entity in which the laws, regulations or policies governing such funding prohibit application of local participation policy; and Emergency purchases permitted under this Code.

This local participation policy shall not extend to any Northeast Florida County with an existing local preference or participation policy that does not extend to Duval County. The using agency with the assistance of the Procurement Division shall verify with the county in question.

13.0 Owner Direct Purchases of Supplies.

Pursuant to Florida Statutes, Section 212.08(6), and Florida Administrative Code, Number 12A-1.094, the City of Jacksonville is exempt from Florida Sales Tax for the purchase of construction materials, supplies and/or equipment incorporated into a construction project. Furthermore, the Procurement Division is required per the Jax P-Code, 126,306 (h), to include “Owner Direct Materials Purchase Order (ODPO)” or Direct Materials Purchase Order (DMPO/ DPO) in all Capital Improvement solicitations which requires the contractor to include on the schedule of values, a total line-item cost by material type for each supply purchase necessary for the project.

Using agencies are hereby required to identify the estimated total set aside amount needed to cover the combined costs of material broken down by ***line-item (type of material) where the total cost of the type of material is \$100,000 or more for non-JSEB suppliers, and \$10,000 or more for JSEB suppliers***, unless the Chief of Procurement determines, based on satisfactory written justification provided by the using agency, that the City’s purchase of supplies for a capital improvement procurement is not feasible, economical, or beneficial to the City’s interests.

ODP/DMP shall be for material only, no freight or labor. The material in question must be incorporated into or become a part of a public facility or real property as part of a public works contract. Because of the liquidity of prices and suppliers, using agencies are not required to identify specifics of suppliers or individual costs, just the combined total.

Upon contract execution and the scheduling of pre-construction, the price may have changed, or the supplier is unable to deliver on schedule as needed. In this case, the supplier should bring the quotes to the pre-construction meeting, which will be used to finalize the price for the materials. As soon as the

quotes are received, using agencies are required to submit to the Chief of Procurement a Certificate of Entitlement (COE), endorsed by the Chief of Engineering or the City's Engineer of Record or Project Representative.

Per the solicitation clauses, the supplier will be responsible for all matters relating to the receipt of materials purchased by the City, including verifying correct quantities, inspection, and acceptance of the materials at the time of delivery. The supplier shall also bear the costs of all payment and performance bonds and insurance, including Builder's Risk insurance. The Supplier shall be responsible for coordinating the delivery, storage, and incorporation of material purchases made by the city. Once the materials are incorporated in the project, they become the responsibility of the supplier. Failure by the supplier to comply with the tax exemption procedures, which will result in taxes, fines or damages to the city shall be the sole responsibility and liability of the supplier.

14.0 Contracts and Agreements

All contracts must be approved through the Procurement Division, by City Council action, or by specific ordinance for signature authority. The process for contracts that require Procurement Division approval begins by entering a requisition in 1Cloud, through use of a Smart Form. There are three (3) basic types of procurement outcomes: PO, BPA, and CPA.

If the Terms and Conditions (T&C) listed on a PO are not sufficient for the scope of a project or service, then a formal contract will need to be generated incorporating additional terms and conditions as necessary. Regardless of dollar value, construction projects must always include a contract incorporating the standard terms and conditions included in the contract construction documents in addition to a PO.

A. Types on Contracts

Subject to the limitations of this manual and the Jax P-Code, any type of fixed price contract which will promote the best interests of the city may be used. Any type of cost-plus contract for the purchase of goods or supplies is prohibited. **(Appendix K)**

B. Design Build Contracts

Upon receiving the mayor or his designee's approval of JPAC's recommended ranking of the best valued and most qualified design-build firms and approval to begin negotiations with the top-ranked design-build firm, JPAC, through the using agency's Design-Build/JPAC representative and OGC, will immediately begin negotiations with the top-ranked firm. If the negotiations are not successful and an impasse is reached, the using agency's Design-Build/JPAC representative, with the concurrence of OGC, shall forward to the Chief of Procurement a Design-Build/JPAC Memorandum that provides sufficient justification and requests approval to terminate negotiations and to begin negotiations with the next highest-ranked firm.

This selection and negotiation procedure may be continued with those recommended by JPAC and approved by the mayor as the best valued and most qualified design-build firms, in accordance with the established ranking, until a mutual agreement is approved by the mayor or until the approved list is exhausted.

Upon the completion of successful negotiations, the using agency's Design-Build/JPAC representative, with the concurrence of OGC, shall forward to the Chief of Procurement a **PAF**, requesting that the city enter into an agreement with the design-build firm in question, attaching: (i) a Scope of Work as Exhibit "A;" (ii) a Fee and/or Cost Summary as Exhibit "B;" (iii) a letter of concurrence from the design-build firm in question regarding the scope of work, fee and/or cost summary and other proposed contract terms and conditions; and (iv) any other applicable exhibits and supporting documentation.

Once the Mayor or his/her designee executes the PAF and returns the same to Procurement, it will be forwarded to the using agency, at which time, it becomes the responsibility of the using agency, unless otherwise provided, to conclude its contract request in concert with OGC, by submitting a Legal Request to OGC to finalize, form-approve and coordinate the full execution of the same contract that was initially recommended by OGC and attached as an exhibit to the RFP.

The contract must be consistent with the PAF, and any "approved exhibits" attached thereto (Neither the using agency nor the design-build firm is authorized to add any exhibits or contract documents other than those specifically recommended by JPAC and approved by the mayor or his/her designee).

C. Digital Signature

Any supplier submitting electronic documents to the city which include a Digital Signature must apply for and receive electronic credentials from a Certificate Authority. Such supplier must also comply with any requirements of their respective professional governing boards pertaining to electronic signatures. Except to the extent provided by law, and when submitted in compliance with applicable law and this manual, any Digital Signature will have the same force and effect as a manual signature.

Anyone affixing a Digital Signature to a document submitted to the city must affix his/her Digital Signature so that it is visible on the document itself. When the document is submitted to the city the submitter must contemporaneously provide his/her Certificate so that the city may verify that the document was signed and submitted by the person purporting to do so.

D. Contract Administration Certification Program

Any city employee who administers a city contract shall complete the required city training and shall be certified through the Procurement Division. The certification process is broken down into 3 levels based on overall contract risk, thresholds, level of expertise required and complexity.

- 1. Level I:** Contract Administrators are trained and certified to manage and administer low risk, low dollar informal city contracts from award to contract closeout.
- 2. Level II:** Contract Administrators are trained and certified to manage and administer medium risk informal/formal city contracts from award to contract closeout.
- 3. Level III:** Contract Administrators are trained and certified to manage and administer high risk, high dollar, and highly visible city contracts from award to contract closeout.

E. Change Orders

A Change Order is a procurement tool utilized to memorialize necessary changes made to a contract, purchase order and/or blanket order in 1Cloud. **REGARDLESS OF THE TYPE, ALL CHANGE ORDER REQUESTS ARE SUBJECT TO PROCUREMENT DIVISION APPROVAL AND THE REQUIREMENTS OF EXECUTIVE ORDER 94-187 [OR ANY SUBSEQUENT ORDER THAT REPEALS OR REPLACES 94-187].**

Non-Construction Related Change Orders: All non-construction related Change Order requests will require a detailed description of the change and a reasonable explanation as to why the change is necessary. Failure to provide this information in writing within 1Cloud or otherwise with the Change Order request will cause a delay in the review and approval process. Some change order updates can be initiated in 1Cloud by the requester of the original requisition, if the purchase order does not have a backing requisition or requester, procurement will have to process the change order.

1. All increases to an existing purchase/blanket order will require a Change Order. Source justification or competition will be required based on the requested increase amount and circumstances surrounding the change.
2. A Change Order must be approved by the JPAC via PAF, if:
 - a. the JPAC acted on the original award and the Change Order results in a contract value that exceeds the maximum indebtedness of the original estimated, lump sum or fixed award amount;
 - b. the Change Order causes the contract value to exceed \$150,000.00; or
3. All decreases in price or quantities will require a Change Order.
4. With respect to Blanket Purchase Agreement (BPA) modifications:
 - a. All monetary changes to a current year BPA will require a Change Order;
 - b. Any increase/decrease in term to a current year BPA will require a Change Order prior to the expiration date established;
 - c. No BPA will be issued past the Fiscal Year End (September 30th) in which it was established, except for fluctuating FY end dates and grant year-end dates. Invoices must be dated within BPA effective dates;
 - d. All BPAs ending September 30th will be granted an additional thirty (30) days for final invoices referencing the BPA that expired. All BPAs will be closed after the thirty (30) days. All invoices submitted for payment outside of the thirty (30) days granted will be rejected and an alternate purchasing tool will be required; and
 - e. All differences in shipping/freight up to \$50.00 on purchase orders will be processed without a Change Order approval by the using agency. This only applies when a purchase order is issued with an estimated shipping/freight amount.

Construction Related Change Orders: Changes in construction-related work shall be held to a minimum and be consistent with the project's original scope and budget. The "swapping" of extras and credits shall not be permitted except through a written Change Order. Where a change is made at no cost, or where added and deleted work balance in cost, a Change Order shall be initiated to record the fact that such changes were made, and a full description and explanation shall be given. A sample form can be obtained from the Procurement Division.

1. The Director of Public Works shall determine the process for preparing and justifying a Change Order prior to submittal to the Procurement Division. The Change Order shall fully specify the scope of the work, explaining completely what each change entails, the resulting cost or credit, and whether any time extension is involved.
2. **Section 126.201(d)(7)**, Ordinance Code, provides for a streamlined approval process for Change Orders less than 10% of the contract value (cumulative value). Once a Change Order reaches or exceeds the 10% value, the JPAC and Mayor shall have approval authority. However, should an emergency arise that requires an immediate Change Order, the rules regarding emergency purchases shall prevail **(See Section 7E)**.
3. The costs of a Change Order resulting from errors or omissions by a professional architect, engineer or inspection contractor should be assessed against the professional to the extent permitted by Florida law and the City's contract. The Department of Public Works, in consultation with the Office of General Counsel, shall be responsible for determining what costs can be recovered. The Department of Public Works has issued two Policy/Procedure documents to assist employees in these cases: (i) Construction Change Order Procedures (2013), and (ii) Errors & Omissions Procedures (2013).
4. The costs of a Change Order resulting from construction not performed in accordance with code or specification standards, including work covered up prior to code inspection, should be assessed against the construction contractor.

F. Exercise of Renewal Option(s) and Contract Extension Procedures

The exercise of renewal options, to include request for price escalations, if permissible, shall be requested by the using agency that initiated the bid and recommendation of award. The request shall be made prior to the current expiration date, accompanied by the using agency's Director written acceptance of the supplier. Once approved by the Chief of Procurement, the recommendation to exercise the renewal option will be forwarded to the supplier and the using agency. If a using agency or Procurement finds that a renewal option is not in the City's best interest, a new solicitation may be developed, and the formal bid process followed.

1. Contract Extensions
 - a. Contracts shall only be extended and/or renewed according to the term and renewal options specified in the bid documents.
 - b. Contracts may be extended to project completion but must have a time specified in the contract.

- c. If a current contract is about to expire with no remaining renewal options and the replacement bid or proposal is still in the process of being awarded jeopardizing a lapse in service, the contract may be extended by the contract parties pursuant to the Transitional Service terms, if any, permitted in the solicitation documents for **no more than 180 days** to facilitate award of the replacement contract. Using Agencies should make this request prior to contract expiration. Each request will be reviewed by the Chief of Procurement.
- d. If a contract has expired, the using agency may request to exercise a renewal provision and ratify the contract back to the expiration date provided. If this is requested, the following must apply:
 - i. the contract contains a renewal provision that was not exercised;
 - ii. the renewed contract is subject to remaining terms and conditions set forth in the initial contract;
 - iii. the contract expiration has not exceeded 30 calendar days; if beyond 30 calendar days, subject to Chief review and approval.
 - iv. all parties agree to the ratification and renewal.

2. Price Escalation

- i. All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), a supplier may submit in writing a request for price escalation/de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry wide increase. The city reserves the right to decline any price increase request.
- ii. The using agency should work with the supplier to ensure the correct CPI rate(s) is being submitted for the current month and/or year for which they are requesting the increase.

NOTE: *All renewals and extensions must be initiated through a Smart Form requisition in 1Cloud.*

15.0 1Cloud Encumbrances

To describe the procedure for processing contract encumbrances within the Oracle 1Cloud ERP system. There are two predefined encumbrance types within the City’s General Ledger, a “Commitment” encumbrance, and an “Obligation” encumbrance. Agencies requiring a commitment of funds will submit a requisition for the encumbrance of those funds. **Contracts requiring an obligation of funds will do so via Purchase Order (PO).** The purpose of the PO is to primarily encumber funds and systematically track invoices and expenditures against the contract in one unified system.

In general, all contracts must be authorized through the Procurement Division or by City Council action. The process for contracts approved by the Procurement Division begins by creating a requisition in 1Cloud via a Smart Form requisition as described below.

1. Contracts approved by the City Council that require an encumbrance will follow the process(s) described below minus the RFP, ITB solicitation phase. **(See Appendix E)**
2. Contracts approved by the City Council that do not require an encumbrance, such as revenue generating, or agreements not requiring the expenditure of City funds, will not follow any of the processes described below; however, the change affected by this SOP will be the contract numbering schema - the reference number assigned by the Office of General Counsel (OGC) will serve as the contract number. **(See Appendix E)**

The process for contracts that require Procurement Division approval begins by entering a requisition in ICloud, through use of a Smart Form. There are 3 basic types of procurement outcomes: PO, Blanket Purchase Agreement (BPA) and Contract Purchase Agreement (CPA).

NOTE: *A BPA and/or CPA (POA) results in the creation of an agreement number also known as the POA number and **does not** encumber funds. The POA number will become the contract number.*

Blanket Purchase Agreements (BPA) and Contract Purchase Agreements (CPA) – Encumbered immediately following the issuance of a PO (multiyear awards):

1. Department will enter requisition in ICloud, through use of a Smart Form requisition,
2. Procurement process takes place, e.g., ITQ, Piggy-Back Review, RFP, ITB and Award recommendation is made to the JPAC or via Administrative Award,
3. Procurement returns the original requisition to the Department (to be canceled), Procurement issues the Agreement, attaches the signed award document, and provides the Agreement number to the Department,
4. The Department must enter a new requisition/release against the Agreement, making a note on the requisition that a draft PO is required for contract encumbrance.
5. Procurement processes to a Draft PO.

NOTE: *The Agreement number becomes the contract number*

6. The Department prints all documentation, including the Agreement and Draft PO, and sends it to the OGC along with the legal request for contract drafting. OGC then drafts the contract, using the Agreement number as the contract number in their system and on the hardcopy of the contract,
7. OGC sends the contract to the Department for review and distribution to Supplier for signature,
8. The Supplier returns the signed contract(s) to OGC,
9. The signed contract(s), Agreement and Draft PO are sent to the CFO and then the Mayor's Office/ Chief Administrative Officer (CAO) for signature,

10. The fully executed contract is then sent back to OGC for scanning and final distribution to Procurement and the Department. The Supplier's copy is sent to the Department.
11. Procurement converts the Draft PO to a Final PO, attaching the executed contract to the Draft PO and agreement (through a change order).

Purchase Orders – to be encumbered immediately:

1. The department will enter a requisition in 1Cloud, using a Smart Form, which will initiate a funds check within 1Cloud. The Smart Form used is based on the required procurement method, RFP, ITB etc.
2. Procurement process takes place, e.g., RFP, ITB and Award is issued – JPAC Award or Administrative Award,
3. Procurement converts the requisition into a Draft PO (funds will remain in a committed encumbrance status), attaches a copy of the signed award document, and the department is notified, via e-mail.

NOTE: *The draft PO number becomes the contract number*

4. The department prints all documentation, including the Draft PO, and sends it to OGC along with the Legal Request for contract drafting. OGC then drafts the contract, using the Draft PO number as the contract number in their system and on the hardcopy of the contract,
5. OGC sends the contract to the department for review and distribution to supplier for signature,
6. The supplier returns the signed contract(s) to OGC,
7. The signed contract(s) and Draft PO are sent to the CFO and then the Mayor's Office/CAO) for signature,
8. The fully executed contract is then sent back to OGC for scanning and final distribution to the Procurement Division and the department. The supplier's copy is sent to the department,
9. Procurement converts the Draft PO to a PO, attaching the executed contract.

Blanket Purchase Agreements (BPA) and Contract Purchase Agreements (CPA) – to be encumbered after contract execution:

1. Department will enter requisition in 1Cloud, through use of a Smart Form,
2. Procurement process takes place, e.g., RFP, ITB and Award is issued – JPAC or Administrative Award,
3. Procurement returns the original requisition to the department (to be canceled), issues the Draft Agreement, attaches the signed Award, and provides the Draft Agreement number to the department,

NOTE: *The Draft Agreement number becomes the contract number*

4. The department prints all documentation, including the Draft Agreement, and sends it to OGC along with the legal request for contract drafting. OGC then drafts the contract, using the Draft Agreement number as the contract number in their system and on the hardcopy of the contract,
5. OGC sends the contract to the department for review and distribution to supplier for signature, the supplier returns the signed contract(s) to OGC,
6. The signed contract(s), and Draft Agreement are sent to the Chief Financial Officer (CFO) and then the Mayor's Office/CAO for signature,
7. Fully executed contract is then sent back to OGC for scanning and final distribution to the Procurement Division and the department. The supplier's copy is sent to the department.
8. Procurement attaches the executed contract and issues agreement.
9. The department enters releases as needed by entering requisitions and/or releases against the agreement number.

Change Orders (CO)/Amendments:

1. For contracts that had a balance converted from FAMIS:
 - a. Department enters a new Smart Form requisition for an agreement amendment request.
 - b. Procurement approves and applies it to the existing PO that has been converted into 1Cloud as a Draft CO until the Amendment is executed.
 - c. An agreement needs to be set up for contracts that cross over multiple fiscal years.
2. For contracts that did not have a balance converted from FAMIS an agreement does not exist within 1Cloud therefore, one must be created.
 - a. Department enters a new Smart Form requisition for an agreement amendment request,
 - b. Procurement approves and creates a new PO/CPA/BPA
 - c. Requisitions must be submitted for CO/Amendments to properly reserve/commit the funds. Procurement **will not** process manual CO without the proper requisition.

Receipts/Payments:

1. Departments will follow their own internal approval process for receipting once goods and services are received. Once completed, receipts against POs will be created by the Department to initiate payment.

2. Any invoices received via US mail or e-mail, must be forwarded to accounting.

NOTE: *POs and PO releases need to be set up on a fiscal year basis. Using the same PO for multiple years cannot occur in ICloud.*

16.0 Supplier Performance Management System

Past performance information is relevant information, for future source selection purposes, regarding a contractor's actions under previously awarded contracts or orders. It includes the contractor's record of conforming to requirements and to standards of good workmanship; forecasting and controlling costs; adherence to schedules, including the administrative aspects of performance; reasonable and cooperative behavior and commitment to customer satisfaction; reporting into databases; integrity and business ethics; and business-like concern for the interest of the customer.

Q. Evaluation Criteria

Using agencies should consider adding evaluation criteria that speak to past performance and state that suppliers with bad (below 3) past performance ratings will be deemed as irresponsible and rejected.

R. Bid Opening

Procurement performs an administrative review of the Supplier Performance Management (SPMS) and advises the using agency of any suppliers with overall negative ratings (below 3).

S. Evaluation Committee

The committee should use multiple sources of information when evaluating responses considering any negative past performance ratings and grading them as such.

T. Contract Closure

Using agencies are instructed to use the SPMS to create and measure the quality and timely reporting of performance information. Using agencies have 30 days to complete the survey and rate the supplier, on a scale of 1 to 5, in four different performance areas:

- a. Failed to meet most requirements/expectations.
- b. Failed to meet some requirements/expectations.
- c. Met requirements/expectations.
- d. Exceeded some requirements/expectations.
- e. Exceeded most requirements/expectations.

Performance Criteria shall include:

1. "Performance to Specifications" meaning conformance of the commodities/service to the requirements of the order.

2. "Delivery" comparing commodity delivery or service performance dates to the order schedule.
3. "Invoicing" meaning comparing the pricing or budget, and invoice accuracy and detail, to order requirements.
4. "Customer Service" rating the supplier's service, in areas such as communication and problem solving, to the customer's expectations.

Using agencies should view average supplier ratings when creating a purchase order by accessing the SPSM to search for a particular supplier and to see all their applicable ratings. Suppliers can view the ratings they have received when they log into their account within the Supplier Portal.

U. SPMS Tracking Reports

The supplier performance tracking tool allows the procurement division, using agencies, and suppliers to monitor supplier performance based on specific transactions. The SPMS Tracking Report is a cumulative report over the past five (5) years.

NOTE: *All past performance data is to be deemed as Source Selection Sensitive.*

17.0 Ethics and Transparency in Public Contracting

City employees are responsible for acting properly and prudently with public funds and should avoid acts which are or appear to be improper. Professional conduct is crucial for city employees involved in procurement as they obligate expenditures of city funds. Hints of impropriety are detrimental to the integrity of the entire Procurement process and erode public trust.

Fair and open competition are basic tenets of public procurement and public trust. Competition reduces the appearance and opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically. The procurement process serves as an important means to reduce any potential improprieties by establishing public trust in the way commodities and contractual services are obtained. Any potential conflicts of interest of any employee or of any supplier must be fully disclosed as soon as possible.

Employees should take steps to avoid even the appearance of impropriety.

1. No City of Jacksonville employee acting as a requisitioner evaluator, purchasing official, purchasing manager, or buyer may, directly or indirectly, purchase, rent, or lease any supply or service from a business entity of which the employee or the employee's spouse or child is an officer, partner, director, or proprietor or has a material interest.
2. No City of Jacksonville employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business as an agency of which the employee is an officer or employee, or that will create a continuing or frequently recurring conflict between the employee's private interests and the performance of the employee's public duties.

3. No employee who participates through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or in any other advisory capacity in the procurement of contractual services shall become or be, while a city employee, the employee of a person contracting with the City.
4. No employee shall initiate, evaluate, recommend, develop, or approve a procurement requisition, contract, purchase order or pay request, directly or indirectly, for any supply or service from a business entity of which the employee has or may have a conflict of interest. Should a conflict exist, the employee should request that such work be escalated to his or her supervisor.

NOTE: *For all evaluated competitive solicitations, the Chief of Procurement shall require all potential evaluators to complete a disclosure form and obtain an ethical clearance if needed from the Ethics Office and the applicable department head prior to serving on the evaluation committee. (See Appendix L)*

18.0 Nondiscrimination Policy

Consistent with the City’s employment policies and in compliance with the City of Jacksonville’s Intra-Governmental Services Department, Procurement Division Directive made effective as of March 14, 2016, the policy of nondiscrimination adopted and maintained by contractors doing business with the City pursuant to Section 126.404, Ordinance Code, shall comply with all federal and state laws and preclude and prohibit all forms of employment discrimination upon any basis as currently interpreted by the United States Equal Employment Opportunity Commission (the “E.E.O.C.”), including the interpretations set forth by the E.E.O.C. in its decisions in E.E.O.C. Appeal No. 0120120821 and E.E.O.C. Appeal No. 0120133080.

A. Required Contract Provisions

In accordance with Section A above and Section 126.404(a), Ordinance Code, all City contracts shall contain the following provision in addition to the provisions required in Sections 126.404 (b) and (c): The contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment.

If a Using agency or any individual is made aware or suspects that a supplier or contractor may not follow this provision, they should inform the Chief of Procurement.

19.0 Debarment of Suppliers

The following procedures apply to the debarment or suspension of Suppliers from the City's Procurement process. Debarment/Suspension is the exclusion of a person or company from participating in a procurement activity for an extended period because of previous illegal or irresponsible action.

A. Basis

The following may serve as a basis for debarment:

1. Conviction of a criminal offense in obtaining or attempting to obtain a public or private contract;
2. Conviction under state or federal statutes of any offense indicating a lack of business integrity or honesty. Examples include embezzlement, theft, forgery, bribery, and collusion;
3. Conviction under state or federal antitrust statutes arising out of the submission of Bids/Proposals;
4. Material breaches of contract provisions with the City; or
5. Any other cause that the city determines to affect the responsibility of a Supplier.
6. Engaged in conduct prohibited hereunder or that is a serious threat to the integrity of the public procurement and contracting process.
7. Substituting JSEBs subcontractors without first receiving approval for such substitution.

B. Procedure

1. **Recommendation.** The Chief receives recommendation from the Ombudsman. The Chief shall have the discretion to approve the debarment or removal of a contractor and/or supplier from the Suppliers' list established herein, who: (i) is more than 60 calendar days in default or breach of a contract with the City; (ii) has failed to perform or has unsatisfactorily performed the terms and conditions of one or more contracts with the City, which failure to perform or unsatisfactory performance was the result of circumstances within the contractor or supplier's control; (iii) may be precluded from contracting with the City because of a supplier crime pursuant to Section 126.104, hereof; (iv) has failed to abide by the federal, state and local prompt payment requirements or contractual terms and conditions regarding the same; (v) has failed to abide by or honor commitments made pursuant to applicable participation goals associated with small or disadvantaged businesses; (vi) has violated § 101 of the Immigration Reform and Control Act of 1986, as may be amended from time to time; (vii) has engaged in conduct prohibited hereunder or that is a serious threat to the integrity of the public procurement and contracting process, as determined by the Chief; or (viii) has been debarred by another government entity within the past three years. No contractor or supplier shall be entitled to have its name restored to the Suppliers' list unless and until it shall have remedied any underlying default and/or breach to the satisfaction of the Chief. Repeated or recurring violations under this Section shall be sufficient reason for the Chief to remove the contractor's name permanently from the Suppliers' list, subject to review by the JPAC and approval by the mayor.

2. **Notice of debarment.** Upon reaching a decision to debar a contractor or supplier, the Chief shall provide said contractor or supplier with a written notice of debarment via certified mail, return receipt requested, and via U.S. Mail or facsimile, stating the reason for and the proposed period of debarment (for less egregious violations, as determined by the Chief, a period of probation may be proposed, any violations during which period will subject the contractor or supplier to debarment of no less than three years). As part of the notice of debarment, the Chief shall advise the contractor or supplier that, if, within ten calendar days after the date of the notice, it fails to provide the Chief with a written Notice of Protest that states, in detail, the grounds on which the protest is based, then the action contained in the notice of debarment shall become final without further notice and shall represent final administrative action.
3. **Determination.** The determination as to whether a contractor or supplier is in violation hereunder and whether the violation is within the contractor or supplier's control shall be made by the Chief. To aid in this duty, the Chief Administrative Officer of each independent or using agency must inform the Chief whenever a contractor or supplier is in violation hereunder, regardless of the reason therefor, and provide a statement of the circumstances surrounding the violation. Nothing herein removes the appeals process set forth in this Chapter.
4. **Compliance.** All contracts and purchase orders, whether formal or otherwise, entered pursuant to this Chapter, shall contain specific language requiring the successful Supplier or contractor to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and as may be amended from time to time, including, but not limited to the Public Records Law, F.S. Ch. 119.

(Ord. 2004-602-E, § 4; Ord. 2005-944-E, § 1; Ord. 2011-535-E, § 1; Ord. 2016-140-E, § 16)

Editor's note--Ordinance 2007-839-E, § 18, authorized updated department/division names pursuant to reorganization.

C. Duration and Effect

The debarment shall be for a period not to exceed six (6) to seventy-two (72) months. The debarment shall have no effect on existing contracts with the debarred Supplier except that it may be taken into consideration when deciding whether to exercise a renewal option. Debarred Suppliers may continue to receive notifications of City of Jacksonville bid opportunities through the Cities website / 1Cloud or some other means. Notification of bid opportunities to debarred Suppliers shall not be construed as an "invitation," request to bid, or waiver of debarment. Debarred Suppliers are not eligible for an award for the duration of their debarment period.

20.0 Federal Procurement Rules and Guidance

The Federal Government provides Federal assistance through various financial assistance programs under the authority of Federal laws and grant special requirements. Non-Federal Entities that are recipients and sub recipients of Federal financial assistance provided by Federal entities under these programs are generally required to comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Rules") at 2 C.F.R. Part 200, as adopted by DHS at 2 C.F.R. Part 3002. Please consult with Procurement staff and your Grant Administrator for assistance with

compliance. Any conflicts between the Jax P-Code and Federal Procurement Guidance will default to the more stringent requirement, when applicable and feasible, for federally funded projects. The Chief of Procurement will have the final determination when conflicts arise. For using agency reference and convenience: [Contracting with Federal Funds for Goods and Services Before, During and After Disasters | FEMA.gov](http://www.fema.gov)

A. Grace Period

From the Federal Emergency Management Agency (“FEMA”) Procurement Disaster Assistance Team: “A Non-Federal Entity (also known as a “NFE”), however, may continue to comply with the former procurement standards applicable to FEMA awards at 44 C.F.R. Part 13 (for states, local, and Indian tribal governments) or 2 C.F.R. Part 215 (for institutions of higher education, hospitals, and other nonprofit organizations) until the completion of two additional fiscal years after December 26, 2014. This is an elective grace period. If a NFE elects to use the previous procurement standards, it must affirmatively document this decision in its internal procurement policies, including the date upon which its grace period (based upon the two additional fiscal years) will end and it will accordingly transition to the new procurement standards. 2 C.F.R. § 200.110(a). *See also*, Ch. 1, par. 2.e., below for additional amplifying guidance.” For existing procurement contracts needed that are associated with projects that may require Federal reimbursement, the City of Jacksonville has elected to utilize the grace period referenced above for the two fiscal year period beginning October 1, 2015, and ending on September 30, 2017. The City has transitioned to the new Federal procurement standards for new project procurements where contracts are not in place during this grace period beginning November 2016.

B. Federal Checklist & DBE Solicitation Requirements (See [Appendix L](#))

The Jacksonville Transportation Authority (JTA) Disadvantaged Business Enterprise (DBE) Program is the designated DBE coordinator for the region. Any federally funded solicitation must be sent to JTA for further distribution to the qualified DBEs in the area. JTA’s program is a comprehensive program developed by the U.S. Department of Transportation (DOT), which establishes guidelines for the participation of firms owned and operated by socially and economically disadvantaged persons in DOT-assisted contracting.

NOTE: *Proof of the city sending advertisements or solicitations to JTA for further distribution to DBEs is required for federal reimbursements. Providing this proof is the responsibility of the Using agency with the assistance of Procurement and EBO.*

21.0 Appendix

Appendix A: JPAC Rules & Guidelines

**Procurement Committee Rules and Guidelines
For
Jacksonville Procurement Awards Committee (JPAC)
July 01, 2024
Dustin Freeman
Chief, Procurement Division**

The following rules and guidelines are provided to assist JPAC members in the discharge of their responsibilities under Chapter 126, City Ordinance Code (the “Jax P-Code”).

Objectives: In general, the objective of the committee is to:

5. To make a recommendation for a new award (Final awarding action to a supplier and establishing a maximum indebtedness to the city), in whole or in part, for formal bids and contracts submitted by the Chief of Procurement, for professional services, professional design services, supplies, contractual services or capital improvements.
6. To make a recommendation for price increases to the maximum indebtedness for formal bids and contracts submitted by the Chief of Procurement, for professional services, professional design services, supplies, contractual services, or capital improvements.
7. To make a recommendation to waive technical defects that are that are in the best interests of the city, as minor irregularities.
8. To make a recommendation to cancel a formal competitive solicitation.
9. To reject all bids, proposals, responses, or replies, in whole or in part, for formal bids and contracts submitted by the Chief, Procurement Division, for professional services, professional design services, supplies, contractual services or capital improvements.
10. To make a recommendation for approval, any procedures promulgated by the Chief of Procurement regarding bonds and bidder responsibility determinations.
11. To make a recommendation for approval, any amendments to the Procurement Operating Manual based on the Chief of Procurements recommendations.
12. To formulate and adopt standards for supplies and contractual services required by using agencies, at the recommendation of the Chief of Procurement.
13. To hear and make final decisions upon any protests, suspensions, and debarments.

Rules and Guidelines:

- 8. Members shall always adhere to Florida Sunshine Law requirements as set forth in Chapter 286 of the Florida Statutes.
- 9. Information on these requirements can be found at <http://www.myflsunshine.com/>. If questions arise, committee members should consult the Office of General Counsel or the Public Accountability Office for assistance.

NOTE: *Do not contact the individual employee who sits on the JPAC as that could result in an inadvertent violation of the Sunshine Law.*

- 10. Members shall become familiar with all parts of the Jax P-Code. If questions arise, committee members should consult the Office of General Counsel or the Procurement Division.
- 11. Members shall become familiar with and adhere to the Ethics Code in Ch. 602, Ordinance Code.
- 12. Committee meetings will generally follow parliamentary procedures as described in Robert’s Rules of Order.
- 13. Committee meetings shall be publicly noticed and recorded.
- 14. Members shall at no time discuss with another member any aspect of an item that will come before the full committee for a vote, except in a publicly noticed meeting of the committee.
- 15. Each member will disclose whether he/she has a personal interest in any potential supplier and if he/she understands and can perform their duties as described in these rules and procedures.
- 16. Members must not have a personal interest in which supplier is recommended for the award.
- 17. Contacting suppliers shall be strictly through the Procurement Division. If a supplier contacts a committee member, the supplier must be referred to the Procurement Division or the Procurement Contact identified in the solicitation documents.
- 18. Committee members must be familiar with the evaluation criteria and scoring methodology to review the score that is proposed before the full committee.
- 19. During and after the procurement process, and particularly while committee meetings are in session, members shall, subject to Florida Sunshine Law requirements, maintain the confidentiality of any items identified by the supplier as “CONFIDENTIAL,” “TRADE SECRET,” or the like. Emailing the contents of any bid/proposal is strongly discouraged.

Evaluation Committee Representatives on JPAC: Procurement Divisions rules allow for the initial review of solicitation documents and responses by the Evaluation Committee who represents the Using agency. This work may be done in tandem with other City employees who are not members of JPAC.

I, _____ have read and understand the attached **(Appendix A)**, the Procurement Committee Rules and Guidelines and am willing and able to carry out these functions as described.

Signature _____ **Date** _____

Appendix B: Procurement Quick Reference Table

Informal Purchases			
Estimated Cost	Procurement Method	Minimum Competition	Misc.
\$0 - \$4,500	P-Card if P-Card Policy allows	----	Not for items under contract, technology-related hardware/software/maintenance agreements, or construction related.
\$0 - \$10,000	Agency Sources Quote	1 Quote	Procurement Buyer will review and process PO
\$10,000 - \$150,000*	Competitive Solicitation: Any	Full & Open	Minimum Solicitation Lead Time is three (3) Calendar days
Professional Design Services <i>(includes planning or study activity)</i> . Design service fee up to \$35,000 and estimated cost of the construction is \$325,000 or less	Competitive Solicitation: RFP	Full & Open	
Capital Improvement Projects, \$200,000 or less <i>(if expected to exceed \$100,000, a Capital Improvement Verification Form is required)</i>	Competitive Solicitation: ITB	Full & Open	Minimum Solicitation Lead Time is 10 calendar days using sealed bid process (Procurement Chief has discretion to reduce # days advertised and procure other than sealed bid)
NOTES: *Purchases exceeding \$65,000 must have written concurrence from the using agency with agency Division Chief or Director approval. Purchases made from approved contracts may be processed immediately upon review, if the amount stays within the Maximum Indebtedness.			
Formal Purchases			
Type	Amount	Solicitation Time	
Supplies	exceeding \$150,000	Minimum posting on the Procurement Division website at least 21 calendar days prior to opening date in solicitation or electronic submission deadline, and at least 5 calendar days prior to scheduled pre-bid or pre-proposal conference.	
Professional Services			
Contractual Services			
Professional Design Services <i>(includes planning or study activity)</i>	Design service fee exceeding \$35,000 or estimated project construction costs exceeds \$325,000		
Capital Improvement Projects (CIP) <i>(Capital Improvement Verification Form required)</i>	exceeding \$200,000 up to \$500,000		
	exceeding \$500,000		
Single Source Purchases			
Type	Approval	Misc.	
Informal	Procurement Chief	Must post on Procurement's website for no less than 14 calendar days (purchases exceeding \$10,000)	
Formal	Awards Committee		
NOTE: Single Source Requisitions shall be accompanied by a written quote/proposal and the Single Source Justification Form (SSJF) attached separately from the other attachments. The justification shall explain why the purchase can only be efficiently and effectively made from a single source. The using agencies DETAILED Market Research shall be included in the SSJF.			
Solicitation Approvals			
Amount	Approval		
\$0 - \$65,000	Procurement Division Buyer		
\$65,000 - \$150,000	Procurement Division Manager / Senior Manager		
\$150,000 +	Chief of Procurement		
Award Approvals			
Amount	Approval		
\$0 - \$65,000	Procurement Division Buyer		
\$65,000 - \$150,000	Procurement Division Manager / Senior Manager		
\$150,000 +	JPAC Recommendation / Mayor Final Approval		

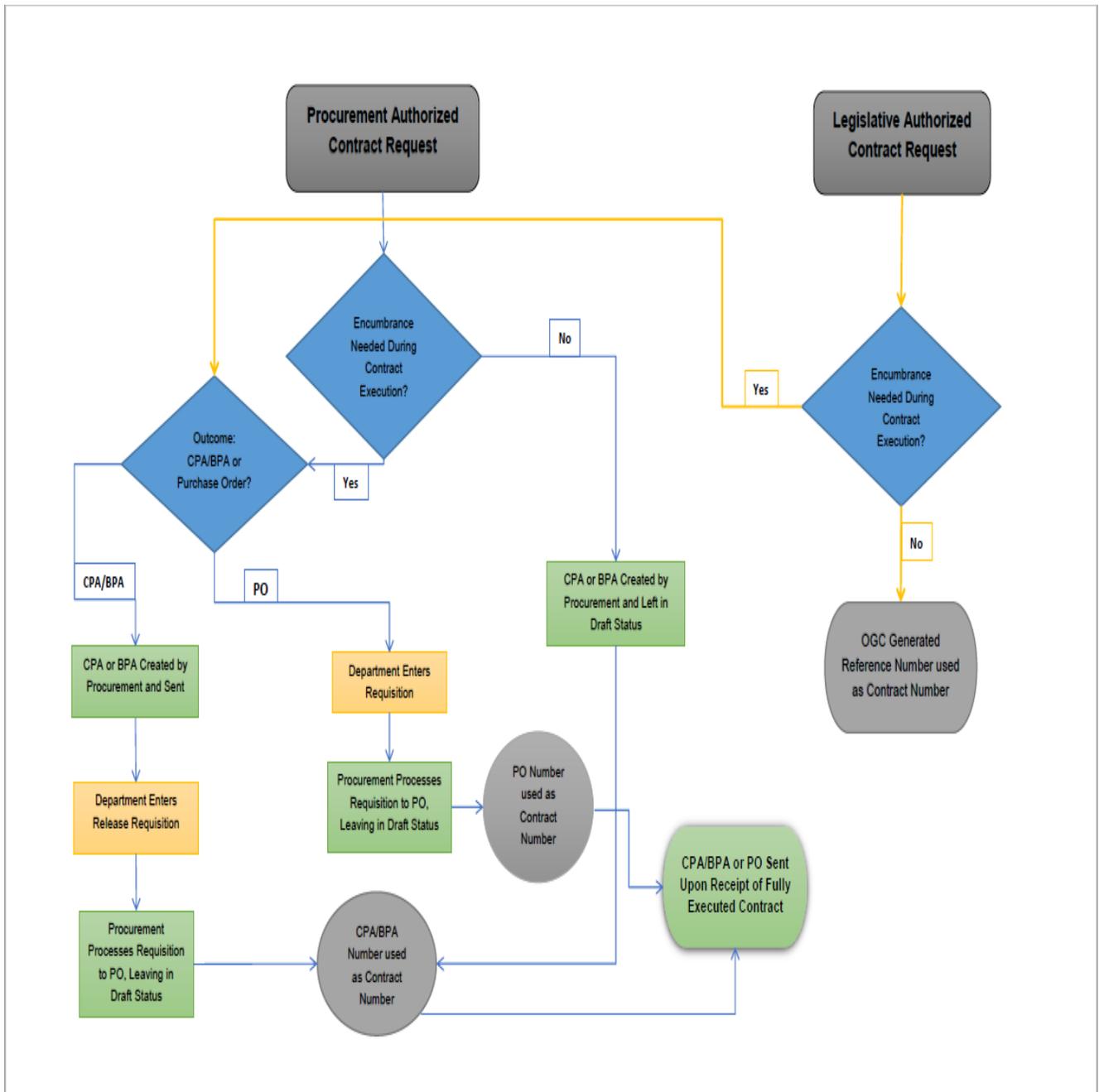
Appendix C: 1Coud Solicitation Template Types

Prefix	Description
ITQ	Invitation to Quote (Informal)
ITB	Invitation to Bid (Formal)
ITB	Construction Bid
RFP	Professional Services
RFP	Professional Design Services
RFP	Design Build (Multi-Step Competitive Sealed Bid)
RFQ	Design Build (Qualifications Based)
CMAR	Construction Manager at Risk (Qualifications Based)
SS	Single Source
RFI	Request for Information

Appendix D: Smart Form Overview

Smart Form / Request Form Name	Description / When to use
“More Tasks” drop down “Request a Requisition Line”	Should only be used for requisitions less than \$4500 or managing requisition preferences.
Agreement Amendment Request (Quantity & Dollars Based)	Used for any amendment or any modification requests to existing agreements/awards/contracts. This includes Renewals, Increases, Decreases, Extensions, or any modifications needed to an existing Procurement award or Contract.
CIP - Construction Services (Quantity & Dollars Based)	Use for any request for bid that involves CIP funding whether it is the Formal or Informal threshold.
Contract Purchase Agreement (CPA) Release	Any releases against an existing Contract Purchase Agreement. Use to enter release requisitions only against Contract Purchase Agreements. Refer to training documents for the steps needed to enter release requisitions against a Blanket Purchase Agreement.
Design-Build Contract Purchase Agreement (CPA) Release	Use for any releases against an existing Contract Purchase Agreement where there is a design-build contract.
Direct Material Purchase Request	Any Direct Material purchases against an existing award/contract.
Emergency Request (Quantity & Dollars Based)	Any emergency purchase request as defined in Section 126.102 (f) of the Procurement code.
Exempt Purchase Request (Quantity & Dollars Based)	Used for any requests citing an exemption per Section 126.107 of the Procurement code.
Informal Quotes Request (Quantity & Dollars Based)	Used for any informal quotes request between \$4,500 and \$65,000. Includes blanket order requests over \$4,500. All Line(s) need to be setup in the same manner that the suppliers will need to submit their pricing (i.e., lump sum price, unit-based price, etc.).
Administrative Award Request (Quantity & Dollars Based)	Used for administrative award requests for MOU requests, requests not to exceed \$10,000 that require administrative awards, or no cost agreements. **Please use the Exempt Purchase Request Smart Form for administrative awards citing an exemption.
New Request for Proposals (RFP) (Quantity & Dollars Based)	Used for Informal and Formal evaluated bid requests (RFP's) to include Professional Services requests.
New Low Bid Request (Quantity & Dollars Based)	Used for any new Formal bids to the lowest responsive supplier (ITB) - no evaluation criteria.
Piggyback Request (Quantity & Dollars Based)	Used for any Formal or Informal piggyback requests.
Request for Information (RFI) Only	Used for requests for information only with no award associated.
Request for Qualifications (RFQ)	Used for any new requests for qualifications to qualify (RFQ) multiple suppliers for specific services.
Single Source (Quantity & Dollars Based)	Used for any Formal or Informal single source requests.

Appendix E: Contract Request Flow Chart



Appendix F: Single Source Justification Form



FINANCE & ADMINISTRATION DEPARTMENT, PROCUREMENT DIVISION

SINGLE SOURCE JUSTIFICATION FORM (SSJF)	
<p><i>Pursuant to the City of Jacksonville Procurement Code 126.306(a) (8) & The Procurement Operating Manual, when requesting to purchase from a Supplier subject to the referenced sections, this form is to be completed and must be submitted to the Procurement Division with applicable attachments via iCloud Smart Form Requisition.</i></p>	
<p>1. Requesting Agency:</p>	<p>Choose "the requesting agency" from drop-down list by clicking here to make your selection.</p>
<p>2. Nature and/or description of the requirement being requested.</p> <p><i>Identify each item, component or service being procured. (Attach quote/proposal):</i></p> <p><i>Why does the city need these particular goods or services?</i></p>	<p>Click here to enter a complete justification for Single Source Supplier.</p>
<p>3. Provide a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended Single Source Supplier:</p>	<p>Click here to enter a complete justification for Single Source Supplier.</p>
<p>4. Date of Request</p>	<p>Click here to enter a date.</p>

5. Summary of Market Research

[Provide a description of the market research performed, how it was performed, by whom, and market research results. Please spell out acronyms.]

[Click here to enter Market Research performed.]

6. Conflict of Interest (Must Check)

- By checking this box, I affirm that there are no actual, potential, or perceived conflicts of interest with the entity in which I am requesting a single source award. Conflict of Interest shall be interpreted consistent with Chapter 112, Florida Statutes.

7. Other Documentation (Check and attach all that apply)

- Supplier Quote
- Single Source Memo signed by Director
- Other [Click here to list other documentation.]

Appendix G: Ex-Offender Compliance Report



City of Jacksonville, Florida

Ex-Offender Compliance Report

Full and Fair Consideration of Ex-Offenders for Awarded Contractor
 Submitted with Progress Payments **This form must be notarized.**

Date: _____

Project Name and Bid Number: _____

Invoice Number: _____

Payment Application Number: _____

Name of Contractor: _____

Authorized Signature and Title: _____

Printed Name: _____

Please review the following and respond accordingly, if applicable.

By Submission of this report, it is attested that the efforts below have been utilized in providing full and fair consideration to ex-offenders in the hiring practices of the above-named contractor in support of and in compliance with Section 4 of the project specifications/contract.	
1. Total number of Ex-Offenders hired and working on this project, during this pay period:	
a. If no Ex-Offenders were hired for this project, during this pay period, why?	
b. Is there a list or attachment of all ID numbers for the Ex-Offender hired for this project during this pay period?	Yes / No (circle one)
2. Total number of Ex-Offenders that were interviewed for employment for this project, during this pay period:	
a. Total number of Ex-Offenders that applied for employment for this project, during this pay period:	
3. Total number of Ex-Offenders that applied for employment for this project, during this pay period, and were refused employment:	
a. If the Ex-Offender was refused employment, why?	
4. Employment policy exists for this project, and during this pay period, stating that ex-offenders will be given full and fair consideration in employment this pay period?	Yes / No (circle one)
5. During this pay period, there is indication in recruitment literature that Ex-Offenders will be given full and fair consideration in employment by the contractor?	
6. Total number of employment openings for this project, during this pay period:	
7. An Ex-Offender Program Provider was contacted no later than 30 days after the issuance of a notice to proceed under the project to obtain information regarding available Ex-Offenders for employment. List the providers name and give a statement below. (this is mandatory)	Yes / No (circle one)

Appendix H: Supplier Checklist for Determining Local Business



City of Jacksonville, Florida

Supplier Checklist for Determining Local Business

As defined within Chapter 126 (Jax P-code)

Date:

Project Name and Bid Number:

Name of Contractor:

Authorized Signature and Title:

Printed Name:

Please review the following and respond accordingly, if applicable.

<p><i>By submission of this checklist, the Prime Supplier attests that they in fact meet the requirements to be considered a Local Business as defined with the Jax P-Code. If the Prime Supplier is a Non-Local Business, then the Prime Supplier attests that the Local Businesses that make up the required 40% meet the same requirements. The Non-Local Prime is required to generate a completed and signed checklist from every Local Business that makes up the 40%.</i></p>	
<p>1. Does your business have all required business occupational licenses to operate in one of the following counties: Baker, Clay, Flagler, Nassau, St. Johns, Putnam, or Duval County (individually, a "Northeast Florida County")?</p> <p><i>If yes, proceed to question # 2. If no, STOP, local business preference does not apply.</i></p>	<p>Yes / No (circle one)</p>
<p>2. Is your business entity registered with the State of Florida, Division of Corporations, indicating a principal office located in a Northeast Florida County or presents other verifiable documents to substantiate business location in a Northeast Florida County?</p> <p><i>If yes, proceed to question # 3. If no, STOP, local business preference does not apply.</i></p>	<p>Yes / No (circle one)</p>
<p>3. Has your business maintained a permanent, physical business address located within the limits of a Northeast Florida County from which the business operates or performs business for a minimum twelve (12) consecutive month period immediately preceding the submission of a response to solicitation under this Chapter?</p> <p><i>If yes, proceed to question # 4. If no, STOP, local business preference does not apply.</i></p>	<p>Yes / No (circle one)</p>
<p>4. Does your business have at least three (3) full-time employees or one (1) principal officer at a Northeast Florida County office location.</p> <p><i>If yes, you ARE considered a Local Business as defined by Jax P-Code/Manual. If no, you ARE NOT considered a Local Business as defined by Jax P-Code/Manual.</i></p>	<p>Yes / No (circle one)</p>

Appendix I: Protest Procedures



City of Jacksonville, Florida

Procurement Protest Procedures

214 N. Hogan Street Suite 800, Jacksonville, Florida 32202
(904) 255-8800-Phone; (904) 255-8837 Fax; www.coj.net

126.206 (d) (vii) Protest Procedures

A. Purpose and Scope: These protest procedures are promulgated pursuant to 126.206 (d) (vii) and Part 9 of the Jacksonville Ordinance Code (the "Jax P-Code"), which authorizes the Jacksonville Procurement Awards Committee (the "JPAC") to prepare and publish rules and regulations governing bid protests. In the event a court of competent jurisdiction declares any provision of these Procurement Protest Procedures to be unconstitutional, invalid, or otherwise unenforceable, then all remaining provisions shall be severable, valid, and enforceable regardless of the invalidity of any other provision.

1. In accordance with the procedures contained herein, any actual or prospective respondent to a City of Jacksonville competitive solicitation, be it person or entity that is adversely affected by a decision or an intended decision concerning a solicitation, solicitation documents, award, or any other process or procedure prescribed in the Jax P-Code and who has standing to protest said decision or intended decision under Florida Law (the "Protestant"), must timely file a written Notice of Protest seeking to challenge the decision or intended decision.

2. The issue(s) raised, and the information contained in the Notice of Protest and any supplemental documentation filed must clearly identify and explain the factual and legal basis for any relief sought and shall be the only issue(s) and information the Protestant may present for consideration to the Chief of Procurement or before the JPAC.

B. Definitions: For these Protest Procedures, the following definitions are provided:

1. "Competitive solicitation" or "solicitation" shall include without limitation a formal invitation to bid, competitive sealed bid, multi-step competitive sealed bid, competitive sealed proposal, or a request for proposals and/or qualifications.

2. "Posting" means the notification of solicitations, decisions or intended decision, or other matters relating to procurement on a centralized internet website, by placing the same on the bulletin board(s) designated by the Procurement Division for this purpose, or as may be consistent with 126.303(b) of the Jax P-Code.

3. "Exceptional purchase" means any single source procurement pursuant to 126.306 (a) (8) of the Jax P-Code and Section (4) (g) of the Procurement Operating Manual.

4. "Electronic transfer" is limited solely to email transmissions that appear legibly on paper to the Chief of Procurement.

5. "Final Agency Action" means a final decision that results from a proceeding hereunder, and includes actions which are affirmative, negative, injunctive, or declaratory in form.

6. "Procurement process" has the same meaning as "contract solicitation or award process."

C. Timely Notice of Protest:

1. Recommendations of Award and/or Bid Rejection. A Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a Procurement Division recommended award of an exceptional purchase or an award or recommended conclusion to any formal bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short listing of bidders or proposers.

2. Specifications and/or Requirements. A Protestant shall have ten (10) business days after the posting of a solicitation or forty eight (48) hours after

the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an addendum, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.

3. Computation of Time: The computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure 1.090(a) Florida Rule of Judicial Administration 2.514. Failure to file a written Notice of Protest within the applicable time limitation or period shall constitute a waiver of any right, remedy, or relief available hereunder.

4. Form and Content of the Notice of Protest: A written Notice of Protest shall: (i) be addressed to the Chief; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.

D. Request for Extension to File Supplemental Protest Documentation: At the time of filing a timely Notice of Protest hereunder, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to the same.

E. Delivery: The timely filing of a Notice of Protest shall be accomplished when said notice is received by the Procurement Division within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Chief of Procurement at 214 N. Hogan Street, 8th floor, Jacksonville, Florida 32202 or

by email to dustinf@coj.net. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed.

F. Stay of Procurement During Protest: The City shall not proceed further with the competitive solicitation of or with the award of the contract until the purchasing agent, after consultation with the head of the using agency, makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the City.

G. Authority to Resolve: Upon the receipt of a timely filed written Notice of Protest, the Chief shall have the authority to settle and resolve the timely filed protest.

1. Chief's Decision: If in working with the protestant, and the respective requirement owner/s (Using Agency), the Chief or his/her designee cannot settle or resolve the Protest, and there was not a mutual agreement made, the Chief shall promptly issue a decision in writing, emailed to the Protestant that states; the reasons for the action taken; and informs the Protestant of its right to an administrative review as provided in the Jax P-Code.

2. Administrative Review Protest: The Protestant shall have forty eight (48) hours after receiving the written decision via email from the Chief or his/her designee to timely file a protest seeking JPAC's administrative review of the originally filed protest. This protest shall follow the same methods of format and delivery previously used for the original protest.

H. JPAC Administrative Review Process: Upon receipt of a timely filed protest requesting an administrative review. The Chief or his/her designee shall schedule and provide the aggrieved respondent with notice of the time, date, and place where the administrative review will be heard. Any other actual or prospective respondents, other than the Protestant, who will be directly affected by the resolution of the protest shall also be given notice of the protest hearing, the Notice of Protest, and any supplemental protest documentation shall be made available to them upon a written request for the same.

1. JPAC Procedures: Hearings hereunder shall

begin with a general statement of the rules and procedures prescribed herein by a representative of the committee, followed by a general statement of the facts by a representative of the Procurement Division. Representatives of the Protestant, limited solely to its owners, officers, employees and/or legal counsel, will then be required to present its case based solely upon the issue(s) and information contained in the Notice of Protest and any timely submitted supplemental protest documentation.

2. All respondents or potential respondents to the intended decision in question, who would be directly affected by the resolution of the protest shall be given an opportunity to be heard and to present information before the committee, which will be followed by a statement and the presentation of information from the Procurement Division and other governmental representatives. The Protestant must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts and information presented. The committee is entitled to ask questions of any party at any time during the hearing.

3. For hearings hereunder, the formal rules of evidence pursuant to the Florida Evidence Code may be relaxed at the sole discretion of the presiding chairperson of the applicable committee. Hearsay evidence may be admissible and used to supplement or explain other evidence.

4. Unless otherwise provided by the Code, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether a Procurement Division recommendation or the decision or intended decision in question was clearly erroneous, arbitrary, or capricious, fraudulent, or otherwise without any basis in fact or law. In any protest proceeding challenging a decision or intended decision to reject all bids, proposals, or replies, the standard of review shall be whether the decision or intended decision is illegal, arbitrary, dishonest, or fraudulent.

5. A majority vote of the members of the applicable committee shall be required to grant a protest, hereunder; otherwise, the protest shall be denied, and, upon execution by the mayor or his designee, said vote and/or decision of the JPAC shall be posted and shall represent final agency action.

I. Independent Agency, Board or Delegated Authority: If a protest is filed and the solicitation is for the benefit of an independent agency, board, or delegated authority that has its own established procurement procedure and does not use the city's procurement process and/or protest procedures, then the person or entity protesting must follow the protest procedures of that independent agency, board, or delegated authority.

Certificate of Adoption & Implementation

The preceding Procurement Protest Procedures are hereby adopted this 01st day of July 2024, by the undersigned Chief of Procurement for immediate implementation, and will remain in full force and effect until such time as they may be formally revised, amended, supplemented, suspended, or abolished.

Dustin L. Freeman

Chief of Procurement
14 N. Hogan Street, Suite 800
Jacksonville, Florida 32202
(904) 255-8811- Phone
(904) 255-8837- Facsimile
dustinf@coj.net

Appendix J: Procurement Awards Form (PAF)



City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1: Request/Recommendation & Administrative Details

Goods and/or Services:

Requested Action/Authority:

Justification/Explanation:

Legal Contract #: Contract Date: Change Order/AMD #: Date:
 Solicitation: Prefix - kdjflasd - Year Procurement Contract #: Pick on -
 PO/Release #: Awarded Supplier: Licenses Verified: Y/N?
 Effective Date: Basis of Award: Pick one Federally Funded: Pick one
 Responses Received: N/A No Bids: N/A Executed by: N/A
 PoP:Base: Pick one Options: Extension(s): N/A
 JSEB Goal: Percentage Other: Pick one Bonds Waived Pursuant to: Select an option

Fund: <input type="text"/>	Center: <input type="text"/>	Acct: <input type="text"/>	Project: <input type="text"/>	Activity: <input type="text"/>	\$ <input type="text"/>
Fund: <input type="text"/>	Center: <input type="text"/>	Acct: <input type="text"/>	Project: <input type="text"/>	Activity: <input type="text"/>	\$ <input type="text"/>
Fund: <input type="text"/>	Center: <input type="text"/>	Acct: <input type="text"/>	Project: <input type="text"/>	Activity: <input type="text"/>	\$ <input type="text"/>

New NTE/GMP: Contingent Amount: DMP/ODPO Account:
 Attachments:

Using Agency/BU: ESEL: Employee and Labor Relations Administration

Concurrence: <input type="text"/>	Title: Procurement Analyst
Concurrence: <input type="text"/>	Title: City Council Member
Concurrence: <input type="text"/>	Title: Director of Department XYZ
Concurrence: <input type="text"/>	Title: <input type="text"/>

Procurement Analyst: Chief of Procurement:
 Name: Dustin L. Freeman

Part 2: JPAC Actions on Above Requests/Recommendations

All Award Actions Subject to Lawfully-Appropriated Funds

Members Who Approve: Pick one Other Action:
 Members Who Disapprove: Pick one Date:

Part 3: Final Awarding Authority Action

Approved Disapproved Other Date:

Signature:

STAMP

Appendix K: Contract Types

	Firm-Fixed Price (FFP)	Fixed-Price Economic Price Adjustment (FPEPA)	Fixed-Price Incentive Firm Target (FPIF)	Fixed-Price Award Fee (FPAF)	Time & Materials (T&M)
Principal Risk to be Mitigated	None. Thus, the contractor assumes all cost risk.	Unstable market prices for labor or material over the life of the contract.	Moderately uncertain contract labor or material requirements.	Risk that the user will not be fully satisfied because of judgmental acceptance criteria.	Highly uncertain and speculative labor hours, labor mix, and/or material requirements necessary to perform the contract. The Government assumes the risks inherent in the contract, benefiting if the actual cost is lower than the expected cost, or losing if the work cannot be completed within the expected cost of performance.
Use When...	The requirement is well-defined. <ul style="list-style-type: none"> Contractors are experienced in meeting it. Market conditions are stable. Financial risks are otherwise insignificant. 	The market prices at risk are severable and significant. The risk stems from industry-wide contingencies beyond the contractor's control. The dollars at risk outweigh the administrative burdens of an FPEPA.	A ceiling price can be established that covers the most probable risks inherent in the nature of the work. The proposed profit sharing formula would motivate the contractor to control costs and to meet other objectives.	The potential fee is large enough to both: <ul style="list-style-type: none"> Provide a meaningful incentive. Justify related administrative burdens. 	No other type of contract is suitable (e.g., because costs are too low to justify an audit of the contractor's indirect expenses).
Elements	A firm-fixed-price for each line item or one or more groupings of line items.	A fixed-price, ceiling on upward adjustment, and a formula for adjusting the price up or down based on: <ul style="list-style-type: none"> Established prices. Actual labor or material costs. Labor or material indices. 	<ul style="list-style-type: none"> Ceiling price Target cost Target profit Delivery, quality, or other performance targets (optional) Profit sharing formula 120% ceiling and 50/50 share are points of departure 	<ul style="list-style-type: none"> Fixed price Award amount Award fee evaluation criteria and procedures for measuring performance against the criteria 	<ul style="list-style-type: none"> Ceiling price A per-hour labor rate that also covers overhead and profit Provisions for reimbursing direct material costs
Contractor is Obligated to:	Provide an acceptable deliverable at the time, place and price specified in the contract.	Provide an acceptable deliverable at the time and place specified in the contract at the adjusted price.	Provide an acceptable deliverable at the time and place specified in the contract at or below the ceiling price.	Perform at the time, place, and the price fixed in the contract.	Make a good faith effort to meet the Government's needs with the ceiling price.
Typical Application	Commercial supplies and services.	Long-term contracts for supplies during a period of high inflation.	Production of a major system based on a prototype.	Performance-based contracts.	Emergency repairs
Principal Limitations	Generally, NOT appropriate for R&D.	Must be justified.	Must be justified. Must be negotiated. Contractors must have an adequate accounting system. Cost data must support targets.	Must be negotiated.	Government MUST exercise appropriate surveillance to ensure efficient performance. Document any ceiling increases.

Appendix L: Evaluation Committee Conflict of Interest Form



City of Jacksonville, Florida Evaluation Committee Conflict of Interest Form

To: Evaluation Committee Member
Thru: Jacksonville Procurement Awards Committee (JPAC)
From: Dusin Freeman, Chief of Procurement

Subject: Procurement Code of Ethic & Transparency

Under Florida law, a conflict of interest means a situation in which regard for a private interest tends to lead to disregard of a public duty of interest. No individual may participate as a City of Jacksonville Evaluation Committee Member for any purchase or procurement:

1. which would result in his/her special private gain or loss;
2. which he/she knows would result to the special private gain or loss of any principle by who he/she is retained or to the parent organization or subsidiary of a corporate principle by which he/she is retained; or
3. which he/she knows would result in the special private gain or loss of a relative or business associate of the Selection Committee member.

For the purposes of this paragraph, "relative" means any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law. Additionally, "business associate" means any person or entity engaged in or carrying on a business enterprise with an Evaluation Committee member as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. This paragraph shall be interpreted consistent with Chapter 112, Florida Statutes.

I HEREBY CERTIFY that:

I, *(printed name)* _____, *(Title)* _____
with *(Division)* _____ who has been appointed to this selection and/or evaluation committee membership, do not have any actual, potential, or perceived conflicts of interest, as defined above, other than those identified herein.

Disclose any actual, potential, or perceived conflicts of interest here:

--

If I become aware of any actual, potential, or perceived conflict of interest as I review a proposal or during any part of the process, I agree to immediately notify the Chief of Procurement and Ethics Officer.

I understand that I may be disqualified from selection committee membership if I have an actual, potential, or perceived conflict of interest, or if I conduct myself in any way that could create the appearance of an actual, potential, or perceived conflict of interest.

I have read this document and understand my obligations as explained herein. I further understand that I must sign and deliver this statement to the Analyst/Buyer prior to participation in the evaluation/procurement process.

Print Name

Signature / Date

Appendix M: FEMA Procurement Checklist (as of 26SEPT2016)

Checklist for Reviewing Procurements Under Grants by NFEs (States, local and tribal governments, Institutions of Higher Education, Hospitals, and private non-profit organizations) 2 CFR pt. 200

This checklist was created to assist FEMA recipients and subrecipients in complying with the federal requirements that procurements must meet for FEMA to reimburse eligible expenses. Importantly, this checklist is intended to provide general guidance only and does not provide a detailed explanation of the Federal procurement requirements – it is not intended to serve as legal advice and FEMA makes no guarantee that adherence to this checklist will result in full reimbursement of eligible expenses. To understand the requirements fully, the user should review the provisions of [2 C.F.R. § 200.317 – 326](#), which is the source of these requirements. FEMA’s in – depth guidance on these provisions can be found in its *Supplement to the Public Assistance Field Manual*. In addition, the user may review FEMA’s Field Manual, [Public Assistance Grantee and Subgrantee Procurement Requirements](#), which is available on the internet by searching for “FEMA Procurement Field Manual.” While the Field Manual was drafted to specifically address the Federal procurement standards that were in effect prior to 26 December 2014 ([44 C.F.R. § 13.36\(a\)-\(i\) – States, Local and Tribal Governments](#); and [2 C.F.R. § 215.40-48 – Institutions of Higher Education, Hospitals, and other Non-Profit Organizations](#)), many of the concepts are similar or identical in substance, and thus remains an excellent tool for navigating the current Federal procurement standards. If any questions arise, please contact your servicing attorney or legal counsel for assistance.

2 C.F.R. § 200.317 – 326 became effective on December 26, 2014. For disasters (and their associated projects) declared prior to that date, the relevant procurement standards can continue to be found in 44 C.F.R. § 13.36(a)-(i) (States, local and tribal governments) and 2 C.F.R. § 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits).¹ As indicated above, while many of the concepts are similar or identical, there are some substantive differences between the old and the new standards. Accordingly, this checklist should not be used for procurements associated with declarations issued prior to 26 December 2014. Instead, see procurement standards Checklists 13.36 and 215.²

Instructions: Each standard below is followed by a block for “Yes”, “No”, or in some cases, “Not applicable”. **Red font** is used to indicate the response which, if checked, indicates that the contract does not comply with federal requirements.

The term “non-Federal entity” (NFE) below refers to the entity that is conducting the procurement action (i.e., the state, local, or tribal government or private-non-profit entity).

¹ This includes projects associated with declarations issued prior to 26 December 2014, regardless of project start date. For example, if a disaster was declared on 1 November 2014, but contracting for a project under that declaration did not begin until 1 April 2015, then a State (or state agency/instrumentality) would still utilize the old procurement standards found at 44 C.F.R. § 13.36(a); local and tribal governments would follow § 13.36(b)-(i); and Institutions of Higher Education, Hospitals, and Private Non-Profits would use 2 C.F.R. §§ 215.40-48.

² 2 C.F.R. §200.110 provides prospective applicants with the option of exercising a “grace period,” which allows the prospective applicant to continue to use the old procurement standards at 13.36 or 215 for an additional two (2) fiscal years beginning on the first fiscal year after 26 December 2014. The fiscal year is based upon the prospective applicant’s own fiscal year. In order to utilize this exception, the prospective applicant is required to affirmatively elect its use through the documentation of this decision in its contract records.

1. Does the procurement comply with the State’s own procurement laws, rules, and procedures? §200.317 Yes No
2. Does the procurement comply with the requirement to make maximum use of recovered/recycled materials? § 200.317, § 200.322. Yes No N/A – work does not involve the use of materials (e.g., debris removal or other services)
3. **Does the contract include the following clauses?**³
 - a. *If the contract amount exceeds \$150,000*⁴, does it address **administrative, contractual, or legal remedies** in instances where contractors violate or breach contract terms, and provide for sanctions and penalties? Yes No N/A
 - b. *If the contract amount exceeds \$10,000*, does it address **termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement?** Yes No N/A
 - c. *If the contract is for construction*, does it include the required **Equal Employment Opportunity clause?**⁵ Yes No N/A
 - d. *For construction contracts exceeding \$2,000 awarded under a federal grant*, does the contract include a **Davis-Bacon Act clause** and **Copeland “Anti- Kickback” Act clause**⁶ addressing prevailing wage rates? [Note that Public Assistance and Hazard Mitigation Grant Program contracts do NOT require these clauses.] Yes No N/A
 - e. *If the contract amount exceeds \$100,000 and involves the employment of mechanics or laborers*, does the contract include a **Contract Work Hours and Safety Standards clause?**⁷ Yes No N/A
 - f. Rights to Inventions Made Under a Contract or Agreement.⁸ N/A

³ See [Appendix II of 2 CFR part 200](#). See also, PDAT Field Manual, section IV.H for a detailed discussion of these clauses. Sample clauses and templates can be found in the [Required Contract Clauses 2 CFR 200.326 and 2 CFR Part 200 Appendix II](#).

⁴ \$150,000 is the current dollar threshold for the simplified acquisition threshold, as authorized by 41 U.S.C. § 1908.

⁵ The EEO clause can be found at [41 C.F.R. § 60-1.4\(b\)](#).

⁶ The clause may read as follows: Compliance with the Copeland “Anti-Kickback” Act

⁷ Must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

⁸ As FEMA does not award grants or subgrants associated with research and development projects, this contract clause is inapplicable.

- g. If the contract or subgrant amount exceeds \$150,000, does the contract include clauses addressing the **Clean Air Act and the Federal Water Pollution Control Act**?⁹ Yes No N/A
- h. Does the contract include a **Suspension and Debarment clause**?¹⁰ Yes No¹¹
- i. Does the contract include an Anti-Lobbying clause?¹² Yes No
- i. For contracts exceeding \$100,000, have bidders submitted an Anti-Lobbying Certification?
 Yes No N/A
- j. Does the contract include a clause requiring the contractor to maximize use of recovered/recycled materials? Yes No N/A – work does not involve the use of materials (e.g., debris removal or other services).



If a state agency is awarding the contract, stop here. If the contract is being awarded by a local or tribal government or private nonprofit entity, continue with the checklist.

-
- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.
 - (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.1

⁹ The clause may read as follows: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

¹⁰ See, PDAT Manual, pps. 99-100 for sample text.

¹¹ A prospective contractor that is listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov) as suspended or debarred, CANNOT be awarded a contract funded with Federal assistance.

¹² See PDAT Manual, pgs. 127-129. The clause may read substantially as follows: Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

4. **General requirements**¹³

- a. *Does the procurement comply with the NFE's*¹⁴ *own procurement laws, rules, and procedures?* §200.318(a) **Yes** **No**
- b. *Does the NFE maintain contract oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders?* §200.318(b) **Yes** **No**
- c. *Does the NFE have - §200.318(c)(1):*
- i. *Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts?* **Yes** **No**
 - ii. *Any employee, officer, or agent participating in the selection, award, or administration of a contract supported by a federal award that has an actual or apparent conflict of interest?*¹⁵ **Yes** **No**
 - iii. *Any employee, officer, or agent that has solicited and/or accepted gratuities, favors, or anything of monetary value from contractors or parties to subcontracts?*¹⁶ **Yes** **No**
 - iv. *Written standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.* **Yes** **No**
- d. *If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, does the non-Federal entity have written standards of conduct covering organizational conflicts of interest?* § 200.318(c)(2)¹⁷ **Yes** **No** **N/A**
- e. *The NFE must avoid acquisition of unnecessary or duplicative items. Has the NFE considered consolidating or breaking out procurements to obtain a more economical purchase? Where appropriate, has the NFE considered lease versus purchase alternatives?* § 200.318(d) **Yes** **No**

¹³ [See, 2 C.F.R. § 200.318](#)

¹⁴ Non-Federal Entity (NFE)

¹⁵ Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

¹⁶ However, NFEs may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

¹⁷ Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the NFE is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

- f. *Is the contract being awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, considering such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources? § 200.318(h)* **Yes** **No**

- g. *Is the NFE keeping records sufficient to detail the history of the procurement, including, but not limited to, records documenting the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price? § 200.318(i)* **Yes** **No**

- h. *Is the contract a time-and-materials contract?¹⁸ § 200.318(j)* **Yes** **No**
 - i. If so, has the NFE documented why no other contract is suitable? **Yes** **No**

 - ii. Does the contract include a ceiling price that the contractor exceeds at its own risk? **Yes** **No**

- i. *Is the NFE alone responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements? §200.318(k)* **Yes** **No**

- j. *Encouraged, but not required standards at § 200.318(e), (f), and (g).*¹⁹

5. **Competition:**

¹⁸ Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of: (i) The actual cost of materials; and (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency.

Therefore, a time-and-materials contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls. [Note that FEMA previously reimbursed costs under a time-and-materials contract for only the first 70 hours of work performed. See, FEMA PA Guide (2007 ed.), pg. 53. However, FEMA's new Public Assistance Guide, published on 1 January 2016, has eliminated this requirement, and replaced it with a reasonable period of time standard. Please engage your FEMA Public Assistance POC for additional information]

¹⁹ §200.318(e) – to foster greater economy and efficiency, the NFE is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services (this section provides the authority for state schedule and mutual aid agreements, for example); §200.318(f) – NFEs are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs; and §200.318(g) – NFEs are encouraged to use value engineering clauses in contracts for construction projects (value engineering is a systematic and creative analysis of each contract item or task to encourage the contractor to develop more cost effective means to produce or procure requirements.).

- a. All procurement transactions must be conducted in a manner providing *full and open competition* consistent with the standards of this section. *Does the procurement involve any of the following*²⁰ § 200.319(a):
- i. Placing unreasonable requirements on firms for them to qualify to do business? **Yes**
 No
 - ii. Requiring unnecessary experience and excessive bonding? **Yes** **No**
 - iii. Noncompetitive pricing practices between firms or between affiliated companies?²¹ **Yes** **No**
 - iv. Noncompetitive contracts to consultants that are on retainer contracts?²² **Yes** **No**
 - v. Organizational conflicts of interest?²³ **Yes** **No**
 - vi. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement? **Yes** **No**
 - vii. Any arbitrary action in the procurement process? **Yes** **No**
- b. Was the contractor that is bidding on the contract also involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or request for proposals? (If so, that contractor must be excluded from competing for such procurements) § 200.319(a)
 Yes **No** **N/A**
- c. *Does the contract include a state or local geographic preference for local contractors?*²⁴ § 200.319(b)
 Yes **No**
- d. Do the NFE’s written procurement procedures ensure that all solicitations comply with the following: § 200.319(c)
- i. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured? § 200.319(c)(1) **Yes** **No**

²⁰ This list is non-exclusive and only serves as an example of some of the types of situations that are restrictive of competition.

²¹ For example, bid suppression or bid rigging.

²² For example, out-of-scope disaster work added to the consultant’s work on retainer.

²³ See, fn 18.

²⁴ Geographic preferences are generally not allowed under FEMA grants. The only exception is that when contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

- ii. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals? § 200.319(c)(2) **Yes** **No**
- e. If the NFE is using a prequalified list of persons, firms, or products which are used in acquiring goods and services: § 200.319(d) **N/A**
 - i. Is the list current? **Yes** **No**
 - ii. Does the list include enough qualified sources to ensure maximum open and free competition? **Yes** **No**
 - iii. Were any potential bidders precluded from qualifying during the solicitation period?²⁵ **Yes** **No**

6. Method of Procurement

- a. Is the NFE using one of the following acceptable methods of procurement? § 200.320
 - i. **Micro-purchase** (i.e., purchases below \$3,500, see, §200.67 Micro- purchases). § 200.320(a) **Yes** **No**
 - 1. [Note: Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.]
 - 2. To the extent practicable, is the NFE distributing micro- purchases equitably among qualified suppliers? **Yes** **No** **N/A – not practicable**
 - ii. **Small purchase procedures** § 200.320(b) **Yes** **No**
 - 1. [Note: Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the *lesser* of either (1) the federal small purchase threshold (i.e., \$150,000), *or* (2) whatever amount State or local procurement rules set as the small purchase threshold – *if more restrictive than the federal threshold.*]
 - 2. Did the NFE obtain price or rate quotations from an adequate number of qualified sources?²⁶ **Yes** **No**

²⁵ Pre-qualified lists are NOT contracts. Accordingly, once the decision to solicit and award a contract is made, the NFE may issue the solicitation directly to the contractors on the pre-qualified list but must also allow any interested contractor (not on the pre-qualified list) to submit its qualifications, and if deemed qualified, allow that contractor to submit a bid or proposal in response to the solicitation. Contract award will then be made to one of the contractors submitting a bid or proposal, IAW the evaluation/award criteria identified in the solicitation.

²⁶ FEMA has determined that for simplified purchase procedures, an adequate number of qualified sources is considered to be three (3). See, [FEMA Recovery Fact Sheet 9580.212 – Public Assistance Grant Contracting Frequently Asked Questions \(FAQ\)](#), FAC No. 3 and the PDAT Field Manual.

iii. **Sealed bids § 200.320(c)²⁷ Yes No**

1. [Note: Bids are publicly solicited, and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. Sealed bidding is the preferred method for procuring construction]
2. Are *all* the following conditions to use sealed bidding present? §200.320(c)(1)
 Yes **No**
 - a. A complete, adequate, and realistic specification or purchase description is available **Yes** **No**
 - b. Two or more responsible bidders are willing and able to compete effectively for the business **Yes** **No**
 - c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally based on price **Yes** **No**
 1. *If sealed bids are used*, the following requirements apply: § 200.320(c)(2)
 - a. Did the NFE solicit bids from an adequate number²⁸ of known suppliers, providing them sufficient response time prior to the date set for opening the bids? **Yes** **No**
 - b. If the NFE is a local or tribal government, was the invitation for bids publicly advertised? **Yes** **No** **N/A**
 - c. Did the invitation for bids include any specifications and pertinent attachments, and define the items or services for the bidder to properly respond? **Yes** **No**
 - d. Did the NFE open all bids at the time and place prescribed in the invitation for bids? **Yes** **No**
 - e. For local and tribal governments, were the bids opened publicly?
Yes **No** **N/A**

²⁷ Sealed bidding is generally used where price is the most important evaluation factor for the NFE. Accordingly, contract award under the sealed bidding method of procurement is made to the bidder submitting the lowest priced, responsive and responsible bid. "Responsive" refers to whether the bidder meets all the material requirements of the Invitation for Bid (IFB), while "Responsibility" is described at § 200.318(h).

²⁸ Unlike, for simplified purchase procedures, FEMA has not defined an "adequate number" of known sources under the sealed bidding method. While left undefined, a NFE is likely to meet this requirement through the application of "full and open competition." (See fn. 27)

f. Did the NFE award a firm fixed price contract award in writing to the lowest responsive and responsible bidder? **Yes** **No**

g. If any bids were rejected, was there a sound documented reason supporting the rejection? **Yes** **No** N/A

iv. Procurement by competitive proposals²⁹ § 200.320(d) **Yes **No****

1. [Note: The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids.]
2. Did the NFE publicize the Requests for Proposals (RFPs) and identify all evaluation factors and their relative importance? **Yes** **No**
3. Did the NFE solicit proposals from an adequate number of qualified sources?³⁰ **Yes** **No**
4. Did the NFE have a written method for conducting technical evaluations of the proposals received and for selecting recipients? **Yes** **No**
5. Did the NFE award the contract to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered?
 Yes **No**
6. [Note regarding architectural/engineering (A/E) professional services: The NFE may use competitive proposal procedures for qualifications-based procurement of A/E professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.]

²⁹ Whereas contract awards under sealed bidding are focused on selecting the lowest responsive responsible bid, NFEs under the competitive procurement method may prioritize non-price factors, such as technical capability or past performance, over price and therefore award a contract to a contractor whose proposal is more expensive but reflects a better overall value to the NFE (e.g. “best value” contracting).

³⁰ Unlike, for simplified purchase procedures, FEMA has not defined an “adequate number” of qualified sources under the competitive procurement method. While left undefined, a NFE is likely to meet this requirement through the application of “full and open competition.”

v. **Noncompetitive proposals § 200.320(f)**³¹ **Yes** **No**

1. [Note: Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one (or an improperly limited number of) source(s)]
2. Do one or more of the following circumstances apply? **Yes** **No**
 - a. The item is available only from a single source **Yes** **No**
 - b. The public exigency or emergency³² for the requirement will not permit a delay resulting from competitive solicitation **Yes** **No**
 - c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity **Yes** **No**
 - d. After solicitation of several sources, competition is determined inadequate.³³
 Yes **No**

7. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

- a. Has the NFE taken the following affirmative steps³⁴ to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible?³⁵
§ 200.321 **Yes** **No** **N/A (document)**
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists? **Yes** **No** **N/A (document)**
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources? **Yes** **No** **N/A – no potential sources (document)**

³¹ § 200.320(e) is reserved.

³² For an explanation of what “emergency” and exigency” mean, see PDAT Field Manual, pg. 68.

³³ Before utilizing this exception, Applicants should review their solicitation and the publicizing of their solicitation to ensure that it was not inadvertently drafted in a manner to reduce or eliminate competition, which resulted in the receipt of one or no proposals. If this is found to be the case, the Applicant should revise the solicitation and re-publicize the solicitation in order to resolve the competitive concerns.

³⁴ The following affirmative steps are non-exclusive; while these steps must be taken, additional steps, as determined by the NFE, local, state, or tribal government regulations or procedures, may also be taken.

³⁵ Collectively referred to as “socioeconomic contractors” or “socioeconomic contracting,” this requirement does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms; this requirement only imposes an obligation to carry out and document the six identified affirmative steps. Failure to do so has been frequently identified as a justification to de-obligate funding by the Department of Homeland Security (DHS), Office of Inspector General (OIG).

- iii. Dividing total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises?³⁶ Yes No N/A – **not economically feasible (document)**
- iv. Establishing delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses, and women's business enterprises? Yes No N/A – **the requirement does not permit (document)**
- v. Using the services and assistance, *as appropriate*, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce Yes No N/A – **not appropriate (document)**
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above? Yes No N/A – **no subcontracts will be let (document)**

8. **Contract cost and price**³⁷

- a. *If the contract amount (including contract modifications) exceeds \$150,000*, did the NFE perform a cost or price analysis? § 200.323(a) Yes No N/A
- b. Did the NFE negotiate profit as a separate element of the price for each contract in *which there is no price competition and, in all cases, where cost analysis is performed?* § 200.323(b) Yes No N/A
- c. Is the contract a “cost plus a percentage of cost” or “percentage of construction cost” contract?³⁸ [Note: This form of contract is prohibited under the Federal procurement standards and is ineligible for FEMA reimbursement] Yes No

9. **Bonding requirements for construction or facility improvement contracts exceeding \$150,000**

- a. [Note: *For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (i.e., \$150,000)*, the Federal awarding agency or

³⁶ This is not the same as breaking a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds to utilize their streamlined acquisition procedures (e.g. “project splitting.”)

³⁷ See, Pricing Guide for Recipients and Subrecipients Under the Uniform Rules for guidance on cost or price analysis.

³⁸ This type of contract is separate and distinct from cost plus fixed fee, cost plus incentive fee, and cost-plus award fee type contracts, which are permissible and used to incentivize contractors to perform to a higher standard of quality, lower cost, or faster performance. Cost plus percentage of cost contracts on the other hand provide none of these incentives; instead, there is a reverse incentive for the contractor to increase its costs as the higher its costs go, the more profit it earns, as its potential earnings are uncapped. The following characteristics are suggestive of a prohibited cost-plus percentage of cost contract: (1) payment is on a predetermined percentage rate; (2) the predetermined percentage rate is applied to actual performance costs; (3) the contractor’s entitlement is uncertain at the time of contracting; and (4) the contractor’s entitlement increases commensurately with increased performance costs.

pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has decided that the Federal interest is adequately protected.]

- b. If such a determination (see above) has not been made, does the procurement include the following? Yes No N/A
- i. A bid guarantee from each bidder equivalent to five percent of the bid price? Yes No N/A
1. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- ii. A performance bond on the part of the contractor for 100 percent of the contract price? Yes No N/A
1. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- iii. A payment bond on the part of the contractor for 100 percent of the contract price. Yes No N/A
1. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

END OF CHECKLIST³⁹

³⁹ All FEMA PDAT Reference Materials can be found at the following website: www.fema.gov/procurement-disaster-assistance-team