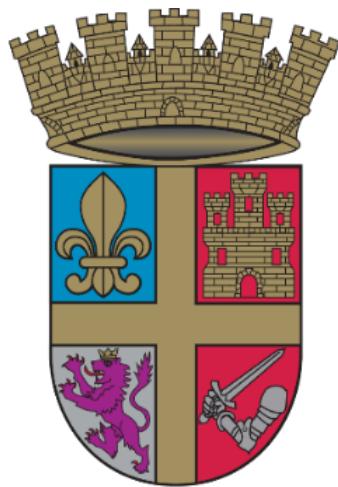


# Procurement Policies and Procedures Handbook



CITY OF  
**ST AUGUSTINE**<sup>TM</sup>  
—EST. 1565—

April 16, 2024

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## **SECTION I**

### **GENERAL STANDARDS**

One of the two primary functions of the Purchasing Division is to organize and administer all acquisitions for all departments within the City of St. Augustine. The General Services Director, in accordance with the authority delegated to him/her by the City Manager, is charged with providing the City with economically responsible, fiscally sound, and properly bid purchases. It is the intent of this manual to provide the City written and approved policies, purposes, and procedures for the purchasing function.

The Purchasing Division works in a cooperative manner with all departments within the City. Therefore, departments can simplify and expedite their requests for supplies, equipment, and services by familiarizing themselves with the *Procurement Policies and Procedures*. To that end, the following general instructions are encouraged.

1. Plan ahead.
2. Take time to fully describe the item(s) being requested.
3. Identify, in full, all quantities, grade, and description of the requested item.

The City considers its vendors to be valuable assets. Buying practices are administered ethically and equitably. Responsible vendors will be awarded contracts on the basis of competitive prices, services rendered, and (ultimately) what is in the best interest of the City.

The City encourages and promotes the combining of inter/intradepartmental purchases to increase the potential savings to the City through economies of scale. To achieve this goal, the Purchasing Division promotes inter/intradepartmental communication by monitoring purchase requests for identically needed items and combining the orders after consultation with the requesting departments. The standardization and simplification of procedures result in substantial and repetitive savings to operating budgets.

This Purchasing Manual describes the general policies, purposes and procedures developed to accomplish the procurement process for the City of St. Augustine. The Purchasing Division recognizes not all circumstances can be addressed within the scope of this manual. Therefore, the exceptional cases will be addressed individually, as fair and good business practices warrant.

The Municipal Home Rule Powers Act provides for the broad exercise of home rule powers granted by the Florida Constitution and the City Charter at Section 2.02 vests in the members of the City Commission the authority of the governing body of the City. In addition, the Charter at Section 2-77 requires competitive bids under certain circumstances, and Charter Section 3.02(c) provides that the City may acquire property for any of the uses, needs, and purposes of the City, while municipal code section 2-2 provides for the procedures for the acquisition of real estate. The City Charter at Sections 4.11-4.13 provides that the City Manager

is delegated the authority to properly administer the affairs of the City at the direction of the City Commission, to be the chief purchasing agent for the City, and to manage all public works and public buildings. Charter Section 2-146 provides for the adoption of a purchasing manual and delegates to the City Manager the authority to amend same. These purchasing manual procedures are intended to be consistent with federal and state purchasing laws and regulations as these may apply to a municipal government.

While the City of St. Augustine is not required to follow state agency bidding requirements (except for the Consultant's Competitive Negotiation Act, Chapter 287.055 F.S.) because it does not fall under the definition of an agency of the executive branch of state government, in the absence of City policy or procedures, reference may be made to Part 1, Chapter 287, Florida Statutes and/or Rule 60A-1 Florida Administrative Code.

## **SECTION II**

## **POLICIES, PURPOSES, AND PROCEDURES**

### **FINANCED ACQUISITIONS**

In order to ensure effective alignment of City acquisition of goods governed by Section II with effective debt management, notwithstanding anything herein to the contrary, in all cases the Purchasing Division shall obtain approval from the Finance Director or his/her designee (the “Finance Director”) prior to pursuing any acquisitions which may involve a financing including, without limitation, bonds, loans subject to annual appropriation, lease-purchase agreements, interlocal financing agreements, notes or any other obligations of the City for all departments within the City or any other such acquisition that may be reimbursed with the proceeds of a tax-exempt financing. The City shall not finance the purchase of services without prior approval of the Finance Director and nationally recognized bond counsel.

## **BID REJECTIONS**

### I. Policy Statement

In order to assure conformity in the rejection of bids, for the protection of the City and the mitigation of legal challenges, the City requires adherence to this procedure.

### II. Purpose

To assure equitable treatment of all vendors and to maximize the protection of the City.

### III. Procedure

Bids may be rejected if:

- A. The specifications are violated in any way.
- B. Any collusion is discovered.
- C. Incomplete bids are submitted.
- D. There is evidence of economic insolvency, misrepresentation of licensing, permits or bonding, or the skills or equipment necessary to perform the work are not evident.
- E. The bidder does not normally deal in the type of purchase necessary.
- F. The City Manager, Assistant City Manager, Finance Director, General Services Director, or Department Head decides it is in the best interest of the City to reject the bid.

# BLANKET PURCHASE ORDERS

## I. Policy Statement

To facilitate the purchase of commonly and quickly needed items and non-professional services, where the consumption varies and it is in the best interest of the City not to maintain such inventory, the City has established blanket purchase orders with appropriate suppliers. Specifically authorized department personnel are able to draw from the supplier's inventory necessary items as limited by the terms and conditions of the blanket purchase order.

## II. Purpose

A Blanket Purchase Order (BPO) is a purchase order issued to a vendor from which specified purchases may be made for a specified period of time and for a specified dollar limit over a specific time period.

## III. Procedure

- A. Purchases made on Blanket Purchase Orders are often more expensive. ***Blanket Purchase Orders are issued on a limited basis for supply items and services only.*** Therefore, this purchasing method should be considered carefully and, when necessary, used on a limited basis.
- B. Departments having a recurring need for miscellaneous supplies may submit a request to the General Services Director for a Blanket Purchase Order. If the request is approved, the Purchasing Department will issue a Blanket Purchase Order to the supplier. Maintenance or rental charges may be included where the unit price of the item or service has been established by agreement or bids (Attach copy of agreement or bid with justification).
- C. Blanket orders may also be issued to specific vendors for certain items or services during emergency circumstances or when time is of the essence (ie: electrical repair, AC repair, etc.) due to an immediate need that is critical to the daily operation of the City of St. Augustine.
- D. The Purchasing Division follows and promotes the following criteria for departmental evaluation of the need for a blanket purchase order.
  1. Are the items to be purchased difficult to store?
  2. Will the City save money by buying in bulk and inventorying the items?
  3. Are suppliers willing to open an account with the City?

4. Will this BPO be used 6 or more times throughout the fiscal year?
5. Does the supplier understand the frequency of use to be entered into the blanket purchase order?
6. Is the supplier willing to provide emergency service if required?

E. All departments must submit a request to have **BPOs** added to the system. A request for a new BPO should be accompanied by a written justification (refer to Figure 1) which should include information outlined below. The approval authority for BPO's is the General Services Director (or designee).

1. Period of time covered by the order, beginning and ending dates (Usually Beginning FY and End of FY).
2. Estimate how many times this Blanket Purchase Order would be used over the course of the Fiscal Year.
3. Identify what Non-Contract goods this Blanket Purchase Order would be used to buy (example: plumbing supplies, automotive parts, photographic supplies, office supplies, etc.).
4. Estimate the total dollar value (approximate) which will be encumbered for the Blanket Purchase Order during the Fiscal Year.
5. Monetary limitation for each individual transaction **should** be less than \$5,000.00 except during emergency circumstances or when time is of the essence due to an immediate need that is critical to daily operations, or as otherwise authorized. (Examples can include electrical repair, AC repair, etc.).
6. BPOs are also authorized for purchasing commodities or non-professional services from a competitively solicited contract, State of Florida, or other Government Alliance contracts. BPOs initiated under these circumstances must follow the solicited contracts current cost/fee schedule, deviations are not allowed. (Examples can include: auto repair parts, fuel, etc.).
7. List individuals authorized to make purchases against the BPO.
8. Attach specific items and conditions for purchase, if any.

F. It is essential that the blanket purchase order provides sufficient language of its intent prior to submission to the supplier for acknowledgement and

concurrence. In order to facilitate this, it is necessary that all departments work with the Purchasing Division to maintain the following procedures:

1. A full description of the terms and conditions applicable will be provided to the vendor as part of the blanket purchase order document.
2. Technical specifications of all required products will be an exhibit to the blanket purchase order.
3. A complete description of the item(s) to be purchased will be provided.
4. A specified period of performance will be related to the vendor in the body of the blanket purchase order.
5. Dollar thresholds will be established for individual purchases. It shall be a function of the General Services Director, in conjunction with the requesting Department Head to establish these thresholds. The dollar thresholds should reflect a sufficient amount to address all potential purchases. Any deviations from these amounts must be granted by the General Services Director, in conjunction with the Department Head.

**FIGURE 1**  
**City of St. Augustine**  
**Blanket Purchase Order (BPO) Request Form**

Date: \_\_\_\_\_ Department: \_\_\_\_\_

1. Fiscal Year BPO to be issued: FY \_\_\_\_\_ Vendor Name: \_\_\_\_\_
2. Estimate how many times this Blanket Purchase Order would be used over the course of the Fiscal Year: \_\_\_\_\_
3. Identify what Non-Contract goods this Blanket Purchase Order would be used to buy (example: plumbing supplies, automotive parts, photographic supplies, office supplies, etc.):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Estimate the total dollar value (approximate) which will be encumbered for the Blanket Purchase Order during the Fiscal Year: \_\_\_\_\_
5. Estimate the total number of invoices that may total more than \$1,000.00 during the entire Fiscal Year: \_\_\_\_\_
6. List those individuals authorized to make purchases against this BPO.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Briefly list any other reasons explaining why this BPO request should be approved.  
\_\_\_\_\_  
\_\_\_\_\_

8. Will this vendor be conducting any type of service "on City Property"?  Yes  No  
If Yes attach the following:
  - Certificate of Liability Insurance with the City named as additional insured. *Certificate of Liability Insurance should include, at a minimum, an aggregate liability amount of \$1,000,000.*
  - Certificate of Workers' Compensation Insurance or Certificate of Exemption.
9. Attach specific terms and conditions for purchase, if any.

<b>SIGNATURES</b>	<b>APPROVAL</b>	<b>DATE</b>
Requestor: _____	N/A	_____
Department Head: _____	_____	_____
General Services Director: _____	_____	_____
Purchasing: _____	BPO #: _____	Vendor #: _____

## **CHANGE ORDERS**

### **I. Policy Statement**

To address any unforeseen modifications of an existing purchase or blanket purchase order, a change order/supplement system has been established. This system maintains an orderly and accountable record of the transaction while allowing for reasonable changes in the scope of work or quantities necessary.

### **II. Purpose**

By using written documentation of any changes to the intent and scope of the original purchase order, all records are fully auditable.

### **III. Procedure**

- A.** All requests for changes are processed by the General Services Director. Justification from the Department Head must accompany the request for a change.
- B.** Only the General Services Director, can issue change orders.
- C.** All change orders/supplements must bear the same identifying purchase order number as the original purchase order.
- D.** All requests for changes must be in writing with the appropriate justification attached.
- E.** The General Services Director, will determine the appropriateness of the request for change based on policy, procedure, fair business practices and legal parameters.
- F.** The dollar threshold criteria of an initial purchase order shall be maintained when a change order or supplement is required. That is, if the original order was bid competitively at a certain amount, then the same criteria is used for any subsequent order.
- G.** A Supplement/Change Order form is prepared and distributed (see Appendix A).

# COMPETITIVE BIDS/QUOTES/DIRECT PURCHASES

## I. Policy Statement

Wherever possible, public procurement ascribes to a competitive bid/quote process. Ethical requirements coupled with the necessity to maximize the City's use of the public funds dictate the use of a competitive bid/quote system.

## II. Purpose

City policy and Florida Statute Chapter 287 require fair and open competition be the basis of all public procurement. The creation of competition increases the probability of the City receiving an accurate and fair price, while reducing the appearance and opportunity of favoritism, thus inspiring public confidence.

## III. Procedure

### A. Competitive Bid/Quote and Direct Purchase Criteria

Competitive procurement may be achieved by competitive formal bids, whether sealed bids or written quotations, consistent with Charter Section 2-77. – Competitive Bids; Section 13.01 – Contract for Purchase of Buildings; and Code Section 2-146. – Adoption of Policies and Procedures in Purchasing Manual.

Any request for the purchase of materials, equipment, supplies, or services are subject to direct purchase, bid or quote. All procured services are subject to requirements listed in this Policies and Procedures Handbook and as required by Florida Statute. The following criteria are normally used to make this determination:

1. Formal, written, and sealed bids for single or multiple items may be required on purchases over \$50,000.00. Funding approval paperwork and a Scope of Work and/or specification are required.
2. Three written quotations on single or multiple services or items are required on purchases totaling \$5,001.00 to \$50,000.00. See Appendix B. Quotations shall be valid for sixty (60) days from the issue date or as stated on the quotation.
3. Direct purchases are allowed on services and items not stocked in the warehouse up to \$5,000.00 with supervisor approval. Supervisor is required to sign purchase receipt, provide account number and submit to the Division of Purchasing for payment.

The above terms require submission to a minimum of three (3) qualified vendors when possible.

B. Processing Bids.

The intent of this procedure is to assist all Departments and Divisions in ensuring that the City's Procurement Policy and Procedures are followed in the acquisition of goods and services, as well as to provide a check for standardization of all bid documents.

1. Department/Division submitting a Contract Request Form for a Request for Bid, Request for Qualification, etc., will provide the requisite information including the name of the project, contact individual for reference of technical questions by prospective bidders, estimated broadcast/publishing date, bid opening date and estimated cost of project (if known).
2. After reviewing the solicitation documents for compliance, Purchasing Division will issue an identifying Solicitation Number and monitor progress of the solicitation, including issuance of any addenda to the original specifications and compilation of a Bidder/Respondent List.
3. After verification of compliance, the Purchasing Division will publish the Request for Bid, Request for Qualification, etc.

The issuing Department/Division will maintain responsibility for generating technical specifications and scope of work. The Purchasing Division will respond to prospective bidders' inquiries, issue addenda and lead negotiating of contracts. The main responsibility of the Purchasing Division will be to ensure compliance with policy and procedures, and to assist with standardization of contract terms and conditions – prior to publication of the bid documents.

C. Sealed Bids

Sealed bids should be advertised in a publication of regional circulation for a minimum of ten (10) business days. Funding approval paperwork and Scope of Work & Specifications are required.

Sealed bids are to be received in the General Services Department at the designated date and time as set forth in all bid invitations. Bids are evaluated by staff members involved in the use of the materials on bid as well as the Procurement Manager. All departments are asked to give careful consideration to prices, quality of materials, services, the responsibility of bidders, and other factors consistent with good purchasing practices when developing their recommendations.

#### D. Public Opening of Bids

**All** formal, sealed, competitive bids are opened publicly. Bid files, including tabulation sheets and/or any City Commission action taken will be recorded and available for public inspection, if requested as provided in Florida Statute, Chapter 119.

#### E. Evaluating Proposals/Qualifications (Letters of Interest)

All proposals/qualifications will be evaluated by a committee consisting of a minimum of three pertinent technical and professional staff from, the following areas:

- User Department (Department in charge of project).
- Other City Department Administration.

The Procurement Manager or his/her designated representative, will form each Evaluation Committee and will provide each committee member with an evaluation form.

Evaluation criteria shall include Location of Respondent's Management Office to City Hall, or the project area, and shall have a minimum of 10% weight factor. Except where otherwise provided by federal or state law or other funding source restrictions.

- Evaluation Committee members will independently evaluate and rank each response in accordance with the evaluation criteria contained in the Request for Proposals/Qualifications.
- Members may not discuss details of independent scoring, selection, or other proposal/qualification specifics outside of Publicly Noticed Committee meetings in accordance with "Sunshine Laws" or "Cone of Silence".
- Each evaluation criteria will have a value from one to the maximum point value noted for that criterion.
- Each member of the Evaluation Committee will be required to provide to the Procurement Contact a score sheet for each Respondent at the completion of the evaluation timeframe. The Procurement Contact shall calculate the ordinal ranking during the first evaluation team meeting in accordance with "Sunshine Laws". The evaluation score sheets with the most qualified (best) receives an ordinal ranking of "1"; the second most qualified a "2" and so on.
- If oral presentations are performed (minimum top three ranked Respondents), the Evaluation Committee will independently rescore following presentations, and provide new score sheets to the Procurement Contact. The Procurement Contact shall calculate the

final ordinal ranking during the next evaluation team meeting in accordance with “Sunshine Laws”. The evaluation score sheets with the most qualified (best) receives a final ordinal ranking of “1”; the second most qualified a “2” and so on.

F. The City Manager, or designated representative, shall review and approve all RFB solicitations in which the variance between the lowest received cost and the next lowest received cost(s) is fifty percent (50%) or greater.

G. In order to preserve the public health, safety and welfare, repair and maintenance supplies and/or services required for Public Safety vehicles, vessels, and equipment shall be exempt from the requirements of competitive solicitation.

Nothing in this paragraph, however, shall be interpreted as relieving the User Department/Division from the requirements of competitive solicitation in all possible situations where the public health, safety and welfare is not threatened.

H. Procurements specifically identified by the City Manager or his/her designee as necessary to preserve or protect the public health, safety or welfare of the City’s residents, and in limited supply or time-sensitive, shall be exempt from the requirements of competitive solicitation.

Nothing in this paragraph, however, shall be interpreted as relieving the User Department/Division from the requirements of competitive solicitation in all possible situations where the public health, safety and welfare is not threatened.

I. Extraordinary Price Adjustments, The City Manager may authorize price adjustments for contracted goods and services due to changes in the law, including but not limited to, minimum wage requirements; or due to force majeure or other unanticipated, specialized, or systemic increases in the cost of labor or supplies that may affect the City’s ability to provide necessary public services.

J. Construction Management at Risk (CMAR), This is an authorized procurement method that competitively selects a construction management entity which is responsible for construction project scheduling and coordination in both preconstruction and construction phases. The CMAR is generally responsible for the successful, timely, and economical completion of the construction project. Such procurements shall be in accordance with this Policy and Procedure Handbook, and as authorized by Florida Statutes, including Sections 255.103, 287.055, 255.05, and 255.20.

## **CONTRACT REQUEST**

### I. Purpose

The Department/Division requesting a solicitation for a Request for Bids, Proposals, Qualifications or Invitation to Negotiate shall complete a Contract Request Form which shall include: the name of the project, project manager, project team, estimated broadcast/publishing date, pre-bid meeting date, bid opening date, project account number and estimated cost of project (if known) in addition to the Scope of Work and/or Specifications (see Appendix M).

# CONTRACT CLOSEOUT PROCESS

## I. Purpose

The contract closeout process is usually a simple but detailed administrative procedure. The purpose is to verify that the parties have fulfilled their contractual obligations and there are no responsibilities remaining. A contract is completed when all goods or services have been received and accepted, all reports have been delivered and accepted, and all administrative actions have been accomplished.

## II. Procedure

The Project Manager completes the Request to Closeout Contract (see Appendix N) and the Contractor Performance Evaluation (see Appendix O). The Project Manager shall confirm that:

- A. All services under the contract have been completed and/or deliverables have been received and accepted.
- B. All contractual obligations have been met.
- C. No pending actions remain unresolved and final payment and release of any withholding/retention amounts have been authorized.
- D. Performance evaluations include specific details of issues and problems, if applicable.

The Project Manager forwards the signed closeout form and final invoice (if applicable) to the Purchasing Division, which verifies that all invoices have been paid and that any applicable retainage is released. Purchasing then processes final payment and the complete closeout form is included with the contract file submitted to the City Clerk for archiving.

# CONTINUING SERVICES CONTRACTS

## I. Purpose

A Continuing Service Contract is defined as a “contract that is for an initial term of up to three years in initial duration, which may be extended twice for up to a total of three years each, upon exercise of an option to renew by the City, unless otherwise authorized by the City Manager or City Commissioners.”

## II. Procedure

### A. Work Orders (see Appendix K)

A maximum amount of available funding is specified in the memorandum to the City Manager or City Commissioners seeking approval of the contract. Individual work orders are issued against this amount. The entire amount of available funds need not be expended during the term of the contract. Increases to the maximum amount of available funding must be approved in the same manner as amendments.

The funding for work order based continuing services contracts is generally not encumbered until the issuance of a work order. The work order provides for specific identification of work and the authorized time for completion.

The “Work Order” is a tool by which a continuing services contract is implemented. It is defined as “an authorization to initiate a specific project pursuant to a continuing services contract.” A work order is not considered a separate contract, but instead is the performance of work that has been authorized pursuant to the continuing services contract. It can be viewed as a “contract within a contract.” The continuing services contract is the master agreement that is applicable to all work orders. In addition, the specific terms of the work order are superimposed upon the continuing services contract. In drafting the work order, be sure to avoid any inconsistency between the work order and the continuing services contract.

### B. Work orders are comprised of:

1. Services provided on an hourly basis.
2. Services provided on a fixed price that has been agreed upon with the Contractor.
3. Services are provided on an hourly basis, subject to a not to exceed amount for completion of the work specified in the work order.

### C. Signature authority for work orders and change orders to work orders shall comply with City policy and procedures.

# **ANNUAL CONSTRUCTION AND MAINTENANCE SERVICES CONTRACTS**

## **I. Policy Statement**

The City of St. Augustine intends to facilitate the annual procurement of utilities construction and maintenance services in those instances where there exists an anticipated high frequency of smaller, routine construction or maintenance projects where each individual project, not to exceed a value of \$500,000 can be authorized via issued work orders (Appendix K) utilizing the competitively bid unit prices established under the annual services contract. The procedure resembles the Blanket Purchase Order process. The authorized project manager may prepare the scope of work and prepare purchase requisitions for each project, utilizing the units of measure, pricing, term and conditions established in the annual services contract. This is for non-CCNA procured services.

## **II. Intent**

The intent of this section is to provide efficient means of procuring routine or commonly used utilities construction and maintenance services while providing unit prices which have been competitively bid by qualified vendors. The maximum aggregate of annual services contracts, however, is governed by need and availability of budgeted funding.

## **III. Procedure**

Utilizing an annual utilities construction and maintenance services contract should be considered carefully and used only for routine or repetitive projects, generally when needed by the operating division(s). Major capital projects shall be bid separately.

- A.** The Department identifies a recurring need for routine or miscellaneous work items and prepares a broad scope of services, a list of unit work items and what qualifications are necessary for completion of the work. A preliminary scope of work, specifications, bid items, qualifications and other general technical conditions are submitted to the Purchasing Division for bidding.
- B.** Criteria used for consideration and approval of Blanket Purchase Orders shall apply.
- C.** Competitive bids shall be solicited, evaluated and contractor selected based upon criteria established in the solicitation documents.
- D.** Contract(s) shall be prepared and executed in a manner similar to other construction or maintenance services contracts.

- E. After the contract has been executed, the Department will follow the same procurement policies and procedures as with any other contract.
- F. Purchase Orders shall be issued for individual projects that shall become supplemental agreements to the base contract. The procedure for issuing these supplemental agreements is:
  - 1. Each task shall be identified by the operating department which will then prepare a scope of services and an expected list of unit work items with associated cost(s) per the base contract.
  - 2. The Project Manager will meet with the Contractor, review all work items and request the Contractor to submit an itemized proposal.
  - 3. A schedule and scope of work will be discussed, agreed to and included in the Contractor's proposal.
  - 4. A work order request/purchase requisition will be prepared by the operating department, attaching the Contractor's proposal. The operating department will verify and insure the budget is available, including a nominal contingency set-aside, prior to releasing purchase requisition to Purchasing.
  - 5. Once a work order or purchase order is issued, it shall become a supplemental agreement to the base contract and all terms and conditions of the base contract shall apply, as well as all pertinent City procurement policies and procedures including, but not limited to, change orders. The attached Figure 1 is a standard form of work order.
  - 6. Staff is reminded that annual utilities construction and maintenance services contracts shall be utilized judiciously and only when the City deems such contracts best serve the City's interests, considering cost and time schedule. Larger designed projects and/or major capital projects shall be individually bid utilizing the City's competitive bid process.

## **BID AWARD PROTEST**

### **I. Who May File A Protest**

Any actual or prospective bidder, proposer, offeror or contractor who is aggrieved in connection with a solicitation or award of bid or contract may file a protest with the General Services Director. Protests relating to cancellation of invitations to bid and protests relating to the rejection of all bids are not permitted.

### **II. Time for Filing**

If a protest is submitted by a prospective or actual bidder, it must be filed within three (3) business days after such aggrieved person knew or should have known of the facts giving rise thereto, provided the bid award or contract has not been approved by the City Commission, or the contract has not been fully executed if City Commission approval is not necessary. A protest is deemed filed when received by the General Services Director.

### **III. Form of Protest**

A protest must be in writing and filed with the General Services Director, Post Office Box 210, St. Augustine, FL 32085-0210. A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived and may not be raised on appeal. The protesting party may submit with the protest any documents or information deemed relevant.

### **IV. Procedures**

**A.** Any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, associated with this solicitation, shall file a Notice of Protest within three (3) business days after receipt of this solicitation. The protester shall also file with the General Services Director a Formal Written Protest within 10 days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based.

**B.** No additional time shall be added for mailing. All filings shall be received by the General Services Director at the City of St. Augustine, Post Office Box 210, St. Augustine, Florida 32085 within the prescribed time periods. The City shall not accept as filed any electronically transmitted facsimile pleadings, petitions, notice of protests or other documents. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings.

Any person adversely affected by a City decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, shall file a Notice of Protest within three (3) business days after receipt of the decision or intended decision. The protester shall also file with the General Services Director a Formal Written Protest within ten (10) days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based.

- C. No additional time shall be added for mailing. All filings shall be addressed to and received by the General Services Director at City Hall in St. Augustine, Florida within the prescribed time periods. Failure to file a protest within the time prescribed the protest procedures shall constitute a waiver of protest proceedings.

# BID AND AWARD PROCEDURES FOR LOCAL AGENCY PROGRAM

## I. Scope

To bid and award all authorized projects in accordance with the policies and procedures of all applicable agencies. The bid and award process consists of bid advertisement, request to bid, distribution of the bidding documents (plans and specifications), pre-bid meeting, bid opening, bid tabulation and evaluation, and award. The award is based on the lowest most qualified bid submittal.

## II. Responsibility

The Procurement Manager (PM) or Procurement Contact, within the General Services Department, will be responsible for the bid and award phase of all authorized construction projects. The PM is responsible for the Purchasing Division within the City. Moreover, the PM will work in tandem with the Department Directors to ensure accuracy and the City Attorney to ensure legitimacy.

## III. Brief Description of the Process

**Bid Preparation:** Plans and specifications, including terms and conditions, are submitted to the Procurement Contact. In addition, all budgetary authorizations are also submitted. Documents necessary for the Equal Business Opportunity (EBO) process are included, depending upon the method of participation selected for that bid. All bid packages under LAP will include Davis-Bacon Wage Rates.

**Bid Procedures:** A *Request For Bid* is publicly advertised at least once in the following areas: 1) Local and/or regional newspaper(s), 2) City Website/Internet, and 3) Construction Journals. The bid opening date/time is a minimum of ten (10) days following issuance of the request to bid; twenty-one (21) days for a construction project this is projected to cost more than \$200,000.00, and thirty (30) days for a construction project that is projected to cost more than \$500,000.00. The Purchasing Division maintains an electronic list of vendors and the commodities/services of each vendor. The vendor list is annually reviewed to ensure compliance. The City reserves the right to temporarily and/or permanently suspend vendors from doing business with the City if terms and/or conditions are not fully satisfied. A *Notice to Bidders* is also mailed to the applicable vendors. All bid documents are available within the General Services Department/Purchasing Division. If a bid bond is required, the bid specifications will outline the requirements. All bid submittals, if required, shall accompany a bid bond. All bid submittals shall fully suffice the terms and conditions as set forth within the specifications.

**Bid Opening and Evaluation:** The Procurement Contact will be responsible for conducting bid openings and evaluations for LAP authorized projects. All bid submittals will be evaluated to ensure full compliance.

**Bid Award:** The vendor with the lowest most qualified bid will be awarded the bid. If two (2) bids are equal in all facets, then preference will be given to local contractors. A Notice of Intended Decision (NOID) will be issued. The seventy-two (72) posting requirement shall begin at the actual time of posting and excludes weekends and holidays.

**Contract Preparation:** The contract is originally included within the bid specifications, which has been reviewed and pre-approved by the City Attorney for use. Upon the award of the bid, the contract will be fully prepared by the Procurement Contact and sent to the selected vendor for execution. The selected vendor will be responsible for executing the contract and returning it with all required certificates of insurance and, if required, a performance bond. The contract will then be executed by the City Manager.

# ADOPTION OF LOCAL BUSINESS PURCHASING PREFERENCE POLICY

## I. Policy Statement

The City Commission hereby adopts a Local Business Purchasing Preference Policy as set forth herein.

## II. Definitions

- A. *Construction services* means all labor, services and materials provided in connection with the construction, alteration, repair, demolition, reconstruction or any other improvements to a City facility or real property.
- B. *General services* means support services performed by an independent contractor requiring specialized knowledge, experience or expertise that includes, but is not limited to, pest control, janitorial services, laundry services, catering services, security services, lawn maintenance services and maintenance of equipment.
- C. *Goods* means, but is not limited to, supplies, equipment, materials and printed matter.
- D. *Local business* means the vendor holds a valid business tax receipt issued by the City of St. Augustine or St. Johns County issued at least one (1) year prior to bid or proposal submittal and uses a business address physically located within the territorial limits of St. Johns County in an area zoned for the conduct of such business, from which the vendor operates a business or performs business services on a day-to-day basis, provided that a substantial component of the goods or services being offered go to the City of St. Augustine. Firms which provide goods or services which are exempt from City of St. Augustine and St. Johns County business tax receipt requirements shall be required to submit documentation satisfactory to the City demonstrating the physical business presence of the firm within the limits of St. Johns County for at least one (1) year prior to bid or proposal submission. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide, prior to recommendation for award, a copy of the current and valid business tax receipt issued at least one (1) year prior to bid or proposal submission or copies of other documentation demonstrating the physical business presence of the vendor within the limits of St. Johns County for at least one (1) year prior to bid or proposal submission.

- E. *Principal place of business* means the “nerve center,” the place where the bidder or the bidder’s corporate officers direct, control and coordinate the activities of the bidder. If the bidder operates only one (1) business location, such business location shall be considered its Principal Place of Business.
- F. *Professional services* means advice, instruction or specialized work from an individual, firm or corporation specifically qualified in a particular area. “Professional services,” for the purposes of this definition, shall not mean those services procured pursuant to Section 287.055, Florida Statutes.

### III. Local Preference Procedure

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods, general services, construction services or professional services under the City’s procurement policy shall give preference to local businesses in the following manner:

- A. In purchasing of, or letting of contracts for procurement of goods, materials, general services, professional services or for construction of improvements to real property or existing structures for projects estimated not to exceed \$250,000, in which pricing is the major consideration, the City may give a preference to local businesses in making such purchase or awarding such contract as follows:

#### Request for Bids:

- 1) If the low responsive and responsible bidder is not a Local Business as defined herein, then any and all responsive and responsible Local Businesses submitting a price within up to five percent (5%) of the low bid shall have an opportunity to submit a best and final bid equal to or lower than the low bid and which matches the terms and conditions of the low bid.
- 2) The award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid.
- 3) All best and final bids shall be received within five (5) business days following receipt of written notification of rebid opportunity by the City.

#### Request for Proposals:

- 1) If the highest ranked, responsive and responsible proposer is not a Local Business as defined herein, then any and all responsive and responsible Local Businesses receiving a final ranking within up to five percent (5%) of the highest ranked proposer shall have an

opportunity to submit a best and final proposal, which meets all the requirements of the solicitation, for evaluation.

- 2) The award, if any, shall be made to the responsive and responsible proposer receiving the highest ranking.
- 3) All best and final proposals shall be received within five (5) business days following receipt of written notification of resubmittal opportunity by the City.

B. Ties in the best and final bid shall be resolved in the following order: Local Business, other business. If a tie still exists, then the tie may be broken using the tie breaker criteria in the solicitation documents.

IV. Waiver

The application of local preference to a particular purchase, contract or category of contracts may be waived upon written recommendation of the General Services Director and approval of the City Manager or his/her designee.

V. Other Preferences

The preferences established herein in no way prohibit the right of the City of St. Augustine to compare quality of materials proposed for purchase and to compare qualifications, past performance, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the City of St. Augustine from giving any other preference permitted by law instead of the preference authorized herein.

VI. Exemption of Certain Contracts

Co-operative purchases shall be exempt unless all participants in the co-operative purchase agree to apply this local preference resolution. In addition, particular categories of contracts may be exempted from application of local preference upon determination by the City Manager that such exemption serves the best interest of the City.

# **EMERGENCY PROCUREMENT**

## **I. Definition**

Emergency procurement is defined as “procurement necessitated by an immediate danger to the public health, safety or welfare, or the threat of other substantial loss to the City, where delay incident to formal competitive solicitation would be contrary to the best interests of the City.”

- A. If the City Manager (or designated representative) determines that circumstances require emergency procurement, the City may proceed with the procurement action necessitated by the emergency without formal competitive solicitation or informal procurement.
- B. If the procurement is above the threshold for formal competitive (sealed bid) solicitation, the City Manager (or designated representative) shall notify the City Commission as soon as possible before or after the emergency procurement. For all such procurements, a written determination of the basis of the emergency procurement shall be included in the supporting documents for the procurement.
- C. The Project Manager shall complete the appropriate Exemption Approval Form (see Appendix L) and submit to the Procurement Manager no later than seven (7) calendar days after the procurement.
- D. The City Attorney, pursuant to his/her authority under the City Charter, Article IV, Division 5; and Resolution 2018-44, Exhibit E Administrative Policies and Procedures, subsection H., may retain outside counsel, experts, and consultants at his or her professional discretion in anticipation of litigation, in active litigation, and in pre-suit matters, including but not limited to, eminent domain. The City Attorney may enter into such retainers directly in order to preserve client confidentiality and attorney work privilege consistent with Florida law.

# SOLE SOURCE JUSTIFICATION

## I. Definition

A sole source item is described as an item, product or service with *only a single supplier*. In some instances however, users submit requests for sole source purchases which describe an item made only by one manufacturer, but the item is distributed and readily available from several different suppliers. Such items do not qualify as a sole source. The item has a sole manufacturer but not a sole supplier. As long as there is more than one potential bidder or offeror for the item, product or service, there is no justification for a sole source determination.

Examples of circumstances which could necessitate a sole source purchase include, but are not limited to:

- Where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration.
- Where a sole supplier's item is needed for trial use or testing.
- Purchase of materials, products or equipment for which it is determined there is no functional equivalent.

## II. Methods

Sole source items are exempt from the normal competitive bidding process. All requests for sole source must be submitted in writing to the Purchasing Division with justification for such action (see Appendix L). The purpose of sole source justification is to show that competitive procurement is impractical because only one product or service, rather than one supplier, can meet the specific need. It is not to be utilized to circumvent normal purchasing procedure nor for a price-based justification. The Procurement Manager shall determine the validity of sole source purchase requests. In cases of reasonable doubt, competition shall be solicited in accordance with normal purchasing procedures.

Based upon the particular category of sole source requirement, the justification memo should include responses to any/all the following questions which apply:

- A. Category – Compatibility with existing equipment, methodology or training:
  1. With what other material(s) must this requirement be compatible?
  2. What are the unique properties that make this the only product compatible with existing materials or equipment?

3. Provide any supporting information, if applicable.

B. Category – Only known manufacturer of this product or material:

1. What investigation has been done to support this claim (i.e. trade shows, internet searches, professional journals, colleagues, etc.)? Please list sources.
2. What other manufacturers did you solicit information from? Please list their names and summarize your findings.
3. Does this manufacturer sell directly to the user (City of St. Augustine) or through distributors? (Note – If the manufacturer has more than one distributor, Purchasing will seek competition only from those distributors.)

C. Category – Only product or material that will meet the requirements of the intended use although other like items exist:

1. What other manufacturers did you evaluate? Please identify the manufacturer and the product or material deficiencies that lead to their disqualification. Include all vendor quotations.
2. If this product or material is superior to all others, state the reason(s) why. Give specific characteristics, capabilities and properties.
3. State why the specific superior characteristics, capabilities and properties identified above are necessary for your particular requirement.
4. Provide other supporting research to document the need for only this specific manufacturer, if applicable.

D. Category – Regional support or service of needed equipment:

1. Is this the only known vendor to support or service this type of product or equipment in this region?
2. If yes, provide support of your need for immediate service as the primary requirement for vendor selection when purchasing new product or equipment. Note – This alone will not qualify as sole source if there are other manufacturers which sell and service similar products in this region. Additional support would be required above.

E. Category – Service providers:

1. Is this the only known vendor that provides maintenance or repair services for existing products or equipment?
2. If another type of service is needed, explain why no other vendor is acceptable.

F. What are the consequences of not securing this specific item, product or service from the requested source?

G. Provide any additional information not furnished above that supports your specific requirements necessitating sole source purchase.

## **TIME SENSITIVE PURCHASES**

### I. Purpose

In those situations where delay due to the time required for competitive solicitation would be detrimental to the City's best interest, the City Manager (or designated representative) may authorize the Purchasing Division to proceed with time sensitive purchases without obtaining competitive pricing. The Project Manager shall complete the appropriate Exemption Approval Form (see Appendix L) and include it in the supporting documents for the procurement.

## **PIGGYBACK CONTRACTS**

### **I. Definition**

A procedure for procuring goods or services by using a contract of another local government, the City of St. Augustine or another public entity where such contract award is based on a competitive Request for Bid, Request for Proposal or Request for Qualifications.

### **II. Guidelines and Requirements**

The following guidelines and requirements relate to piggyback procurements. All such procurements must be approved by the General Services Director and/or Procurement Manager in advance of use.

- A.** The contract for the procurement requested for piggybacking must have satisfactorily been through a competitive selection process which is substantially equivalent to that of the City of St. Augustine.
- B.** The Procurement Manager will obtain verification from the agency issuing the original contract on which the City seeks to piggyback that such agency employed competitive Request for Bid, Request for Proposal or Request for Qualifications which are substantially similar to the competitive procedures used by the City, that the agency used such competitive procedures in awarding the original contract and that the agency actually awarded the original contract.
- C.** The City must enter a separate contract (Letter Agreement) with the proposed piggyback vendor which includes a scope of work or description of services or items and cost terms which substantially follow the terms of the original contract.
- D.** The Procurement Manager shall determine that the use of the original contract serves the financial interests of the City and satisfies the intent of the City's competitive bidding requirements.
- E.** The proposed vendor must be properly registered with the Purchasing Division with Vendor Application and IRS Form W-9 on file.

## **PROFESSIONAL SERVICES**

### **I. Policy Statement**

The City of St. Augustine routinely requires the use of professionals, as identified by Florida Statute 287.055, in various projects throughout the city.

### **II. Purpose**

The City of St. Augustine shall solicit professional services as required in the Consultants' Competitive Negotiation Act as further outlined in Florida Statute 287.055, "Acquisition of professional architectural, engineering, landscape architectural or surveying and mapping services."

### **III. Legal Notices**

Legal notices soliciting professional services under the Consultant's Competitive Negotiation Act should be advertised in a publication of regional circulation for a minimum of ten (10) business days.

### **IV. Review Committee**

A staff review committee shall be selected to evaluate responses and shall be composed of a minimum of three pertinent technical and professional staff from, the following areas:

- User Department (Department in charge of project).
- Other City Department Administration

# DESIGN-BUILD PROJECTS

## I. Policy Statement

The City, in an effort to continuously become more effective and efficient, promotes the use of design-build projects for the enjoyment of reducing time and costs, and adding quality to public construction projects.

A Design-Build Contract is a single contract with a design-build firm for the design and construction of a public construction project.

A design-build firm means a partnership, corporation or other legal entity which:

- A. Is certified under Florida Statutes, Section 489.119, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent or,
- B. Is certified under Florida Statutes, Section 471.023, to practice or to offer to practice engineering, certified under Florida Statutes, Section 481.219, to practice or offer to practice architecture, or certified under Florida Statutes, Section 481.319, to practice or offer to practice landscape architecture.

Design Criteria Package means concise, performance-oriented drawings and/or specifications of the public construction project. The purpose of the Design Criteria Package is to furnish sufficient information so as to permit design-build firms to prepare a bid or a response to the request for proposals, or to permit the City to enter into a negotiated Design-Build Contract. The Design Criteria Package shall specify 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 layout and conceptual design criteria for the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, and parking requirements applicable to the project.

Design Criteria Professional means a person or firm which holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, or a person or firm who holds a current certificate as a registered engineer under Chapter 471, Florida Statutes, 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. Firm means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, landscape architecture or engineering in Florida.

## II. Purpose

### A. Design Criteria Package

1. All design-build projects require a Design Criteria Package that shall include the requirements set forth in subsection (2)(j) of the Consultants' Competitive Negotiation Act.
2. The Design Criteria Package shall be prepared and sealed by a Design Criteria Professional employed or retained by the City.
3. In the event the City elects to enter into a professional services contract for the preparation of the Design Criteria Package, the Design Criteria Professional must be selected and contracted with in accordance with the requirements of sections (4) and (5) of the Consultants' Competitive Negotiation Act.
4. A Design Criteria Professional who has been selected to prepare the Design Criteria Package shall not be eligible to render services under a design-build contract executed pursuant to the Design Criteria Package.
5. If the City elects to use the qualifications-based selection process to award a design-build contract, the City shall employ or retain a licensed design professional appropriate to the type of construction project to serve as the City's representative during the selection of the design-build firm.

### B. Design Build Contract

1. Public Announcement: The City shall publicly announce, in a uniform and consistent manner, the need of design criteria professional services and/or design-build services, except in cases of valid public emergency as declared by the City. The announcement shall include a general description of the project, procedures for obtaining the request for proposals and how, and the time within which interested design criteria professionals and/or design-build firms may apply for consideration.
2. The City shall award design-build contracts by the use of a competitive proposal selection process as described herein or by the use of a qualifications-based selection process pursuant to sections (3), (4) and (5) of the Consultants' Competitive Negotiation Act for entering into a contract whereby the selected

firm will subsequently establish a guaranteed maximum price and guaranteed completion date. The City Manager shall designate the use of the competitive proposal selection process or the qualifications-based selection process for each individual City design-build project.

3. If the City elects the option of qualifications-based selection, the City shall, during the selection of the design-build firm, employ or retain a licensed design professional appropriate to the project to serve as its representative.
4. If the City elects the option of the competitive proposal selection process, the request for proposals must include, at a minimum, the following:
  - a. A Design Criteria Package for the design and construction of the public construction project.
  - b. The qualification and selection of no fewer than three (3) design-build firms as the most qualified, based on qualifications, availability and past work of the firms, including the partners or members.
  - c. The criteria, procedures and standards for the evaluation of design-build proposals or bids based on price, technical and design aspects of the public construction project, weighted for the project.
  - d. The solicitation of competitive proposals, pursuant to a Design Criteria Package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.
  - e. For consultation with the employed or retained Design Criteria Professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the City of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the Design Criteria Package by the Design Criteria Professional.
  - f. Selection of a staff review committee with a minimum of three (3) members consisting of at least one City Manager designee, a representative of the requesting department, and

the General Services Director. It is recommended that a professional engineer be included within the staff review committee.

- g. In the case of public emergencies, for the City to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

### III. Procedure

#### A. Advertisement

Advertise, at minimum in the local newspaper, the forthcoming design-build project, which shall include a general description of the design-build project. In addition, the announcement should include a brief statement of the required qualifications of the design-build firm and establish a deadline for submittal of a Statement of Qualifications.

#### B. Pre-Qualifications

1. Prior work experience and performance as a design-build team of the submitting firm. Previous work together is a primary factor.
2. Key personnel and respective qualifications.
3. Compliance with all certifications, licenses and insurances required to design, permit and construct the project.
4. Financial capacity of the firm.
5. Availability to start the project in timely manner and complete it on schedule.
6. Previous work experience on projects of similar cost and complexity.
7. Home office location.

#### C. Qualified List

The Staff Review Committee evaluates all submittals and establishes a list of qualified design-build firms to whom a Design Criteria Package, and Request for Proposal (RFP) will be issued.

#### D. Request for Proposals Response Content

1. The interested pre-qualified firms shall submit, in a sealed package, a proposed design, preliminary project schedule, and all other items as required within the RFP.
2. In addition, the qualified firms shall submit, in a SEPARATE sealed-envelope, a price proposal for the project, as identified within D.1.

**E. Staff Review**

The selection procedure for evaluating the submitted RFP's may include, but are not limited to, the following:

1. Scoring or judgmental ranking based on the RFP Response Content.
2. Short listing.
3. Oral presentations by the firms.
4. Quantity and scope of non-conforming conditions attached to the submitted proposal.
5. Quality and adaptability of material, supplies and a value analysis of the price proposal.

**F. Recommending of Award**

The Staff Review Committee, utilizing any or all of the information contained in Section E, will develop a ranked list for considerations of award.

**G. Award**

The Staff Review Committee will forward the ranked list with a recommendation of award to the City Manager. After review and concurrence, the City Manager may execute any contract with a value of \$250,000 or less and advise the City Commission of such action. If the contract is \$250,000 or more, the City Manager shall seek City Commission authorization for execution of the contract.

## CREDIT CARDS

### I. Policy Statement

To establish a Credit Card Program for the procurement of commodities and related services, to delegate the authority to the City Manager or designee to assign purchasing cards to appropriate staff, and to authorize the procurement responsibility to authorized City employee cardholders.

### II. Purpose

To provide users an efficient, convenient, and effective method of purchasing and paying for goods and services.

- A. To purchase goods and services not to exceed \$5,000.00 per purchase. The General Services Director will authorize, in writing, all purchases more than \$5,000.00 via Emergency/Sole Source/Quote Exception/ Time Sensitive Approval Form (see Appendix L).
- B. To reduce the use of other purchasing methods.
- C. To reduce the time spent processing routine transactions.
- D. To ensure that the City recovers any expenses from inappropriate use of the Credit Card.
- E. Departments ***should not use this credit card*** for items that can be purchased at Home Depot, Lowes, Walmart, Publix, Staples, or Office Depot at the city has cards/or accounts set up at these businesses where we are ***NOT charged*** a sales tax.
- F. Credit cards should only be used, after the department director approves the purchase, some examples can include:
  - 1. To purchase goods that are needed only on an emergency basis.
  - 2. To purchase items that are hard to purchase basis.
  - 3. Schooling (To preregister for courses, hotels, rental cars, airplanes, etc.)

**Note: Paying any sales tax should be avoided at all times.**

### III. Procedure

- A. The General Services Director will authorize, in writing, all users of the Credit Cards.

1. Departments, other than those listed below, will request in writing, to the General Services Director to be issued a city credit card. The following department directors are automatically issued credit card for their *departments use*:
  - a. City Manager.
  - b. City Manager Administration. (The use of this card includes the City Attorney, City Managers Office, City Clerk, Human Resources and Neighborhood Services & Community Redevelopment Agency).
  - c. Communications
  - d. Finance
  - e. Fire Department
  - f. Police Department
  - g. General Services
  - h. Planning and Building
  - i. Public Works
  - j. Utilities
2. Other Divisions authorized a credit card are:
  - a. VIC Gift Shop. (To be used for purchasing items to be sold).
  - b. Purchasing. (To be used as a back-up for other departments and during emergency events such as hurricanes and severe storms).
  - c. Police Department Purchasing.
  - d. Police Department Training and Travel
  - e. Information Technology
  - f. Utilities Operations
3. If approved, The General Services Group Manager will coordinate the acquisition of and disbursing the credit card.
4. All credit cards should be kept in a safe and secure location. Losing a credit card may result in some form of disciplinary action including dismissal. If a credit card is lost immediately inform the General Services Group Manager.
5. All credit cards should be used for properly authorized city purchases and **NEVER** for personal use. Misusing a credit card will result in some form of disciplinary action including dismissal.

B. The Cardholder shall:

1. Sign a Credit Cardholder Agreement (refer to Attachment A).

2. Immediately notify the General Services Group Manager if the card is lost or stolen.
3. Monitor monthly Credit Card activity during monthly budget review. Immediately report all disputed charges to the Purchasing Division.
4. Ensure all purchases follow the procurement thresholds outlined in this handbook.
5. Notify vendors or merchants that the Credit Card transaction should be exempt from Florida Sales and Use Tax (IRS Tax Identification #59-6000420) if it is used for the purchase of goods or services in the State of Florida. Copies of the tax exemption form can be provided through the Purchasing Division.
6. Receive and inspect all ordered goods and services.
7. Verify correctness of accounting/receipt information.
8. Immediately submit all transaction documentation, with the appropriate charge number(s), to the Purchasing Division or corresponding Department Head, which substantiates the transaction (i.e., sales receipt, charge slip, receiving slip, credit receipt, etc.).
9. Ensure no purchase is divided or subdivided to circumvent those transaction limits established for individual purchasing cards.

**Note: The credit card is to be used for authorized City purchases only. The credit card shall not be used for any personal use. Cardholders who violate this Policy are subject to disciplinary action including dismissal.**

C. The Purchasing Division in coordination with the Finance Department shall:

1. Provide Credit Cards to authorized cardholders for temporary use and maintain Credit Card Holder Agreements (Attachment A).
2. Monitor all Credit Card activity and immediately report any invalid activity.
3. Collect Credit Cards from retiring or terminating cardholders.
4. Coordinate all functions of the Credit Card system with the General Services Director.

5. Maintain Merchant Category Code (MCC) allowances and restrictions to ensure only authorized City purchases are made.

## **Attachment A**

### **City of St. Augustine Credit Cardholder Agreement**

Requirements for use of a Municipal Credit Card:

1. The credit card is to be used only to make purchases at the request of, and for the legitimate business benefit of, the City of St. Augustine, Florida.
2. The credit card must be used in accordance with the provisions of the Credit Card Policy established by the City of St. Augustine, as attached hereto.

Violations of these requirements may result in revocation of use privileges. Employees found to have inappropriately used the credit card will be required to reimburse the City of St. Augustine for all costs associated with such improper use through direct payment or payroll deduction. Disciplinary action(s) may be taken per the City's Personnel Policies, up to and including termination. The City of St. Augustine will investigate and commence, in appropriate cases, criminal prosecution against any employee found to have misused the credit card or who violates the provisions of the cardholder agreement.

Credit Card Account Number: \_\_\_\_\_

Received By: \_\_\_\_\_  
Name (Please Print)

I acknowledge receipt of the attached Credit Card Policy and agree to abide by said Policy.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized by: Director General Services

**FOR PURCHASING USE ONLY  
Credit Card Returned**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# EMERGENCY PURCHASE ORDERS

## I. Policy Statement

To address any unforeseen purchases resulting from extraordinary circumstances.

## II. Purpose

The emergency purchase order allows for deviation of the normal *Procurement Policies and Procedures*.

## III. Procedure

- A. When necessary, emergency purchases may be made by telephone and a confirming purchase order will be subsequently issued to the vendor.
- B. To initiate an emergency purchase order, the requesting Department Head must call the General Services Director (or designated representative) for approval. The Purchasing Department will then issue an appropriate emergency purchase order number.
- C. Information to be provided by the requester:
  1. Full description of needed item.
  2. Full explanation of the circumstances requiring the emergency purchase order.
  3. The account to which the item is to be charged.
  4. The suggested vendor or supplier.
  5. The estimated total cost of the purchase.

## **INTERDEPARTMENTAL REQUISITIONS**

### **I. Policy Statement**

The Purchasing Division maintains an inventory of commonly used operating supplies. All departments are allowed to draw from this inventory as a need arises. The interdepartmental requisition is the documentation necessary to account for the inventory release requests.

### **II. Purpose**

Centralizing and stocking office supplies and equipment assures increased economic savings to the City by allowing for volume purchases. The Purchasing Division maintains this inventory for the sole purpose of supplying the City with inventoried items as requested.

# **PURCHASE ORDERS**

## **I. Policy Statement**

To maintain an orderly and auditable system of purchases.

## **II. Purpose**

- A. Basic Function:** A purchase order authorizes the supplier to ship and invoice the requested materials and/or services.
- B. Implied Function:** Creates full documentation of all purchases.

## **III. Procedure**

- A.** Only the Procurement Manager, General Services Group Manager or General Services Director have the authority to approve purchase orders. The Procurement Manager, as designated by the City Manager, has full responsibility for the proper issuing and administration of all purchase orders.
- B.** All purchase orders are generated by the transferring of data from an electronic requisition.
- C.** The procurement of any service to be done on City property (i.e. contractor) shall have the following paperwork submitted to the Purchasing Division prior to the issuance of a Purchase Order:
  - 1.** Certificate of Liability Insurance with the City named as additional insured. *Certificate of Liability Insurance should include, at a minimum, an aggregate liability amount of \$1,000,000.*
  - 2.** Certificate of Workers' Compensation Insurance or Certificate of Exemption.
- D. Distribution of Form**
  - 1.** Original – Purchasing Division for Accounts Payable and status files.
  - 2.** Copy – Vendor/Contractor. Mailed/faxed/mailed directly to vendor for its records.

- E. It is the requesting department's responsibility to assure the Purchasing Division that all items received are in compliance with the terms, conditions, quality, and quantity requested by the purchase order (refer to the Receiving Reports Section).
- F. Invoices that do not match the purchase order are brought to the attention of the applicable Department Head. The Department Head has the option to request payment information from the respective account clerks.
- G. Partial payments must be approved by the Department Head.
- H. Purchase Orders may be generated for the purpose of processing payment after order and receipt of goods or services if the following conditions apply:
  - A. The total amount of the invoice is within the discretionary purchase threshold of \$5,000.00.
  - B. Receipt of the goods or services is acknowledged and noted on the invoice by the User Division / Department.
- I. Purchase Orders are also authorized for purchasing commodities or non-professional services from a competitively solicited contract, State of Florida, or other Government Alliance contracts. Purchase Orders initiated under these circumstances must follow the solicited contracts current cost/fee schedule, deviations are not allowed.

# **PURCHASING REQUISITIONS**

## **I. Policy Statement**

To maintain an orderly and auditable purchase requisition system, the City shall establish written procedures and formats dictating responsibilities for informing the Purchasing Division of requests for services, materials, goods, etc.

## **II. Purpose**

Maintaining a purchase requisition system will alert the Purchasing Division of departmental needs, while assuring conformity, efficiency, and maximum effectiveness of the procurement function.

- A.** The preparation of specifications for technical equipment, plans, or designs is the responsibility of the requesting department; however, the Purchasing Division shall provide assistance when requested or needed. No specification will be changed or modified by the Purchasing Division without coordination with the requesting department/division.
- B.** The Purchasing Division has authority to question the quality, quantity and kind of items requisitioned, in order that the best interest of the City may be served. No changes will be made without the acceptance of the ordering department/division.
- C.** Cooperation and understanding between departments/divisions is essential to the effective operation of the purchasing system.
- D.** All qualified vendors must be afforded equal opportunity to submit bids and/or quotations and compete on equal terms.
- E.** The City buys only from suppliers who have successfully completed all required documents as provided by the City. The Purchasing Division will buy at the lowest and best cost consistent with the quality needed to meet the requirements of the City. New sources of supplies are given consideration, as multiple sources of supplies are necessary to ensure availability of materials.

## **III. Procedure**

- A.** Each department is responsible for submitting electronic purchase requisitions to the Purchasing Division far enough in advance of the actual date materials/services are needed to enable the following: 1) securing of competitive prices, 2) allow a timely processing of purchase orders, and 3) give vendors enough time to make delivery. Each requisition must be authorized by the requesting Department Head. In the event the

Department Head is absent, he or she will designate to the Purchasing Division the name of the person delegated the authority to sign the requisitions in his or her absence.

- B. The requesting department shall furnish full information relative to the proposed purchase. This includes the quantity, make, year, model, estimated price, and/or type of equipment; also, whether or not it is a new installation, a replacement, or an addition to an existing installation. In the case of a trade-in, the requesting department will furnish a full description of equipment to be traded, present mechanical condition, estimated cost of necessary repairs, and any other information to support justification for the trade to the General Services Director.
- C. The Purchasing Division will not proceed with any procurement until the funds have been properly identified and verified.
- D. All items that require advance payment shall be approved by the General Services Director.
- E. All requisitions for computer related equipment or electronics (example: television, etc.) must be approved by the Information Technology Manager. Supplies, software, accessories, or equipment that is not a normal supply item must be requested by an Authorization for Computer/Software/Equipment or Electronics Acquisition (see Appendix D). Authorizations must be approved by the Information Technology Division prior to submission to the Purchasing Division.

The Information Technology Division evaluates the accessory or supplies for standardization, compatibility and effectiveness. At that time, the approval for the requested item(s) is forwarded to the Purchasing Division.

Any requisition that is forwarded to the Purchasing Division without prior approval by the Information Technology Manager will be returned to the originating department to be resubmitted properly.

- F. All capital outlay (fixed asset) items are approved in the Capital Outlay budget. Any unbudgeted capital outlays must be approved by the City Manager or the Assistant City Manager and copy of approval must be attached to Authorization for Fixed Asset Acquisition (see Appendix D) when submitting requisitions for capital outlays.
- G. All requisitions for replacement of motor vehicles (i.e., automobiles, trucks, road machinery, scooters, etc.) are completed as outlined above and then routed to the Fleet Operations Supervisor. Specifications for each vehicle are to be attached to the requisition. The City identification number of the vehicle being traded or replaced must be identified on the

requisition. All specifications relating to the purchase of motor vehicles must be approved by the Fleet Operations Supervisor and the initiating Department Head prior to being sent to the Purchasing Division.

H. All requisitions for major building equipment, maintenance, repair or modification are completed as outlined as above and then routed to the Facilities Group Manager. Specifications/alterations for the proposed work are to be attached to the requisition. All specifications/alterations must be approved by the Facilities Group Manager and the initiating Department Head prior to being sent to the Purchasing Division.

#### IV. Financed Purchases

All purchases under Section II of this Purchasing Manual are subject to compliance with the subsection within said Section II entitled “FINANCED ACQUISITIONS”.

# DISADVANTAGED BUSINESS ENTERPRISES PROGRAM

## I. Policy Statement

This section applies only to those contracts, agreements, or purchase orders which are funded by the Federal Transit Administration, US Department of Transportation or other funding source which requires compliance as a condition of the funding.

The St. Augustine City Commission has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the City has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the City of St. Augustine to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the City's policy:

- A. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- B. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- C. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
- D. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- E. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
- F. To assist the development of firms that can compete successfully in the marketplace outside the DBE program.

The City Manager has been designated as the DBE Liaison Officer. In that capacity, the City Manager is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of St. Augustine in its financial assistance agreements with the Department of Transportation.

The City of St. Augustine has disseminated this policy statement to all the components of our organization. We have distributed this statement to DBE and

non-DBE business communities that perform work for us on DOT-assisted contracts. This dissemination is accomplished through the inclusion of this document in all contracts and agreements.

II. Purpose

The purpose of this program is to ensure that the City of St. Augustine will never intentionally exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex or national origin.

III. Procedure

The City of St. Augustine's Disadvantaged Business Enterprise (DBE) Program is hereby incorporated into and made a part of the City of St. Augustine Procurement Policies and Procedures Manual by reference. A copy of the complete DBE Program and Goals is attached (see Appendix E).

# **OWNER DIRECT PURCHASES**

## **I. Policy Statement**

The City of St. Augustine intends to facilitate the purchase of materials and equipment required for certain construction projects in order to gain additional savings from its tax-exempt status.

## **II. Purpose**

The purpose of this section is to establish the responsibilities and duties of the Purchasing Division regarding utilization of Owner Direct Purchases (ODPs) to achieve savings on the purchase of materials and equipment for use in City construction projects.

## **III. Procedure**

The City reserves the right to require the Contractor to assign some, or all, its subcontracts or other agreements with material suppliers directly to the City. This process will be referred to as Owner Direct Purchases (ODP), and is a method that may be utilized to create savings for the City. This saves the amount of the Florida sales tax, (currently 6%) when the City purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment, plus the sales tax. These purchases shall be exempt from the City's Purchasing Policy. The contract cost reduction is accomplished through the construction change order process. Additional savings may also be realized if the City negotiates a cost reduction for the associated reduced premium cost for the project price guarantee, (e.g. performance and payment bond(s), irrevocable letter of credit, bank check, etc.).

- A.** The Contractor will include the cost of all construction materials and equipment as specified in the Contractor's Bid Price. The Bid Price will also include all Florida State sales taxes normally applicable to such materials and equipment. If the City elects to make Owner Direct Purchase, the responsibilities of the City and the Contractor shall be governed by this Section. All clerical, administrative, management, supervisory, inspection handlings, storage, and other cost, necessary for the Contractor to comply with Owner Direct Purchases are included in the Bid Price.
- B.** The Contractor shall require major subcontractors to comply with these procedures.
- C.** The Contractor shall furnish the City with a Requisition identifying each item of material or equipment to be purchased by the Contractor for the

project. This form shall be acceptable to the Project Director and the Engineer of Record. The Requisition shall include the following:

1. The name, address, telephone number, Federal Employment Identification Number (FEIN) and contact for the supplier.
2. Manufacturer or brand, model or specification number of the item.
3. Quantity needed as estimated by the Contractor, or its Subcontractor and Suppliers.
4. The price quoted by the Supplier for the material or equipment in question.
5. Any sales tax associated with such quote.
6. Shipping, handling and insurance costs.
7. Delivery date as established by the Contractor, or its Subcontractor and Suppliers.
8. Special terms and conditions which have been negotiated with the Supplier relative to payment terms, discounts, rebates, warranty, credits, or other terms and conditions which will revert to the City.
9. Statement with the submittal control number that materials have been reviewed and approved by Architect and Engineer during the shop drawing submittal process.

D. Promptly upon receipt of a Requisition, the Contractor will be notified of those items the City does not choose to purchase and becomes responsible for their purchase. The City will award a Purchase Order for the items which the City chooses to purchase. The Purchase Order shall require that the Supplier provide any necessary shipping and/or handling costs/charges. The Purchase Order shall also require the delivery on the dates provided on the Requisition. A copy of each Purchase Order will be sent to the Contractor, in order to verify that items ordered are in accordance with the required terms and delivery dates.

E. The Contractor shall prepare, and the City shall execute, deductive Change Orders, in order to reflect purchases that are made by the City. The amount of the deduction shall be based on the Purchase Order, plus sales tax avoided. These Change Orders must be executed before the related Purchase Order will be paid.

F. Nothing in this Section shall alter or modify the procedures for submission of shop drawings and other submittals by the Contractor.

- G. The Contractor shall be fully responsible for the receipt and acceptance of Owner Direct Purchase items. At a minimum, the Contractor shall verify correct quantities, verify documentation, coordinate and expedite delivery, obtain and verify warranties required by the Contract Documents, inspect and accept each item at the time of delivery, unload, handle, and store the items. Owner Direct Purchases by the City in no way relieves the Contractor of complying with specification requirements, coordination, protection, scheduling, or warranty.
- H. As Owner Direct Purchase items are delivered to the jobsite, the Contractor shall visually inspect all shipments, and approve the Supplier's shipping documents. The Contractor shall assure that each delivery document identifies the Purchase Order against which delivery is made.
- I. The Contractor shall inspect Owner Direct Purchase items prior to acceptance. If the Contractor discovers defective or non-conforming items, the Contractor shall not utilize such items in the project, and shall promptly notify the City, and assist the City in obtaining repair or replacement of the item. The Contractor shall be fully responsible if the Contractor fails to perform such inspection or otherwise accepts defective or non-conforming material or equipment. The Contractor shall ensure that materials requisitioned have been reviewed by the Architect and comply with specifications.
- J. The Contractor warrants Owner Direct Purchase items the same as all other materials and equipment furnished by the Contractor, and nothing in this Section shall alter or modify the Contractor obligations under the Contract relative to warranties.
- K. The Contractor shall purchase and maintain Builder's Risk insurance sufficient to protect against loss or damage to Owner Direct Purchase items. Such insurance shall cover the full value of any Owner Direct Purchase items not yet incorporated into the project starting from the moment of material delivery to the project site.
- L. The Contractor shall be liable for any interruption or delay in connection with Owner Direct Purchase items.
- M. The Contractor shall provide the City's representative with a monthly report documenting the amount and nature of Owner Direct Purchase items accepted by the Contractor. The Contractor shall match all material and equipment to purchase orders, invoices, delivery tickets, and inspection and acceptance reports. The Contractor shall also obtain lien waivers and other releases from Suppliers. Upon receipt of appropriate documentation from the Contractor, payments will be made directly by the

City to the appropriate supplier, in accordance with the Purchase Order's terms and conditions.

- N. The Contractor shall maintain records of all City Owner Direct Purchase items incorporated into the Work. These records shall be available for inspection by the City upon request.

#### IV. Financed Purchases

All purchases under Section II of this Purchasing Manual are subject to compliance with the subsection within said Section II entitled "FINANCED ACQUISITIONS".

# RECEIVING REPORTS

## I. Policy Statement

To assure vendor compliance with all purchase orders and initiate the payment process, the receiving department will provide the Purchasing Division with a fully completed Receiving Report (see Appendix F) upon full receipt and acceptance of the requested order.

## II. Purpose

The completion of Receiving Reports provides the City with the following:

- A. A written record of all received items, goods, or services.
- B. Notification of any shortages, back orders, or discrepancies.
- C. An authorization to proceed with payment.

## III. Procedure

- A. Upon receipt of the ordered items and/or services the City accepted quantity will be verified against the ordered quantity.
- B. The Receiving Agent will complete the Receiving Report by signing and dating it as acknowledgement of the items and/or services received.
- C. Upon completion of Sections A and B, the Receiving Agent will submit the report to the Procurement Specialist.
- D. All annotations relevant to loss or damage should be made on the Receiving Report prior to submission.
- E. Partial receipts/back orders – partial payments.
  1. The Receiving Agent must hold the Receiving Report until the complete order is received.
  2. Written justification for providing a partial payment to the vendor must be provided to the Procurement Specialist along with proof of receipt of a partial order (i.e., bill of lading or shipping invoice).
  3. Upon receipt of the balance of the order, the Receiving Agent will transmit the Receiving Report to the Procurement Specialist. The Purchasing Agent will verify final quantities and forward the Receiving Report to the Accounting Division for final disposition.

F. Discrepancies – Shortages

1. The Receiving Agent must inform the Procurement Specialist of any discrepancies or shortages with any shipment or delivery.
2. The full extent of the damage/discrepancy will be made known to the Procurement Specialist immediately upon receipt.
3. All written reports must transmit the following information:
  - a. Name of carrier and the signed annotated original freight bill by the driver and Receiving Agent.
  - b. Purchase order number and date.
  - c. Vendor's name.
  - d. Invoice number and date, if available.
  - e. Extent of damage, amount of shortage.

G. The procedure dictated under "F" above shall be followed for lost shipments.

H. The department/division receiving the merchandise is responsible for promptly unpacking and carefully inspecting shipments. All discrepancies as cited above must be reported immediately.

I. Comments regarding products or vendor performance should be made to the General Services Director.

J. Vendor complaint forms should be completed and forwarded to the Purchasing Division for proper disposition.

## **FIXED ASSET ACQUISITION, DISPOSAL, AND TRANSFERS**

City of St. Augustine divisions/departments wishing to obtain, dispose, and/or transfer capital outlay materials are required to submit appropriate form to the General Services Director and obtain approval for that transaction prior to the purchase, disposal, or transfer.

The forms needed for these actions are presently available on-line via U-Drive.

### **Authorization for Fixed Asset Acquisition** (see Appendix D)

1. Replacement – Item already owned by division/department and being replaced due to age, malfunction, etc.
  - a. This category will also require the disposal form for the replaced item to accompany submission.
2. Upgrade – Obtaining item/materials that will improve the existing fixed asset.
3. Incremental – Brand new item not presently owned or in system.
  - a. The threshold for items to be designated as capital outlay materials (fixed assets) is Five Hundred dollars (\$500.00) with the exception of computer hardware and fixtures. All major information technology (IT) components such as laptops, CPU towers, monitors, servers, etc. must be listed and tagged as fixed assets.
4. Budgeted or Non-Budgeted – Was item foreseen as needed while preparing budget for present fiscal year? Is the item reflected on budget sheet?
  - a. If Non-Budgeted (item not foreseen during budget preparation), then budget transfer forms to 53515 or 56640 accounts must accompany the acquisition form.

### **Authorization for Fixed Asset Disposal** (see Appendix H)

1. City I.D. – the City of St. Augustine Fixed Asset tag adhered to the item.
2. Acquisition Date and Cost – May be obtained via fixed asset inquiry in the Munis System. The Purchasing Division can provide this information to those without access to Munis.
3. Method of Disposal – Check only if positive about the method. The General Services Director will determine if unsure.
4. Electronic Media Sanitation and Disposal

All electronic media that has held sensitive/personal information shall be sanitized by the Information Technology (IT) Division prior to fixed asset disposal approval by the General Services Director. Sanitization methods vary according to device use, and it is important to utilize the appropriate removal method.

- I. Electronic media devices from St Augustine's Police, Finance, Human Resources, and Legal Departments shall utilize the adopted Criminal Justice Information Services (CJIS) Media Protection accreditation standard utilized by the Police Department. This standard ensures all sensitive/personal data is permanently removed from electronic devices.

II. Documentation of Disposal – All serial numbers of data storage devices (if available) will be documented, and a sanitization/destruction document will be completed and approved by the IT division, prior to destruction of the media. No physical media is to leave IT custody without proper documentation and a written agreement with the destruction parties or vendors.

Per CJIS Media Protection standard, these devices shall be:

- Sanitize, that is, overwrite at least ten times prior to disposal utilizing “WipeDrive” or software with similar functionality.
- Inoperable electronic media shall be destroyed (cut up, shredded, etc.).
- Maintain written documentation of the steps taken to sanitize and destroy electronic media.
- **Ensure the sanitization or destruction is witnessed by a law enforcement officer when/as required to maintain accreditation.**

III. Electronic media devices from Departments not listed shall be sanitized in a manner that ensures all data is permanently erased from electronic devices.

#### Disposal of Physical Media

Physical media as defined in the Departments above, shall be destroyed by (cut up, shredding, puncture, physical destruction, incineration, etc.). Only authorized vendors with whom the agency has a contract and have successfully completed security awareness training and fingerprinting will be utilized for the destruction of physical media. All disposal and destruction shall be witnessed or carried out by authorized law enforcement personnel when required to maintain accreditation.

#### Authorization for Fixed Asset Transfer (see Appendix G)

1. City I.D. – The City of St. Augustine Fixed Asset tag adhered to the item.
2. Acquisition Date and Cost – May be obtained via fixed asset inquiry in the Munis System. The Purchasing Division can provide this information to those without access to Munis.

# **SUPPLIES, MATERIALS, AND PUBLIC AUCTIONS**

## **I. Policy Statement**

The City of St. Augustine recognizes that there will be instances where surplus, inoperative, obsolete, or irreparable materials or equipment must be systematically disposed. The Purchasing Division is charged with administering the disposal of all equipment deemed as such.

## **II. Purpose**

The systematic disposal of surplus and obsolete materials serves several functions.

- A.** Other City departments needing surplus equipment/materials may request those materials no longer needed by the department disposing of them. Such requests may be made by filing an Authorization for Fixed Asset Transfer form (see Appendix G) with the approval of the General Services Director.
- B.** It provides the City revenue by:
  - 1. Selling the surplus.
  - 2. Selling as scrap.
  - 3. Using it as a “trade in” allowance.
- C.** May provide worthy organizations (as determined by the City Manager or Designee) with in-kind responses to requests for unused materials or equipment to be used for the enhancement of civic activities. Examples include, but are not limited to, office equipment and furniture, vehicles and public safety equipment.

## **III. Procedure**

- A.** It is the responsibility of the General Services Director, to arrange for the disposal of any surplus materials, equipment, scrap, etc., in accordance with normal competitive conditions (i.e., auction).
- B.** The General Services Director, shall approve the method of disposal. For example:
  - 1. Interdepartmental transfers.
  - 2. Online internet auction (GovDeals.com or equivalent).

3. Sell as scrap.
4. Apply value as a trade-in on an updated or newer item.

C. Auctions

1. Disposing of materials, equipment, etc.
  - a. The General Services Director, shall be notified of the need to dispose of surplus or obsolete personal City property (i.e., vehicles, vehicle parts, water meter parts, old tires, batteries, water meters, scrap metal etc.), or abandoned or Police confiscated materials if approved by City Attorney.
  - b. The following information must be provided on an Authorization for Fixed Asset Disposal form (see Appendix H).
    - i. Description and quantities.
    - ii. Part numbers, serial numbers, and/or model numbers.
    - iii. Original cost (if available).
    - iv. Disposal justification.
    - v. Year of purchase.
    - vi. Suggested method of disposal.
    - vii. City identification number (if available).
2. Auction
  - a. All items marked for sale will be listed on GovDeals (auction website or equivalent). Items are listed for a minimum of 7 days. Vehicle minimum bid is set by Fleet Manager.
  - b. All sales are final. No returns or refunds.
  - c. All items sold are on an “as is” basis. No warranties will be granted.
  - d. All payments are made to GovDeals. Upon receipt of payment, GovDeals notifies COSA of funds collected and issues a Bill of Sale.
  - e. Arrangements are made with the Buyer for pick-up of the item purchased.

- f. City employees are eligible to participate in all City auctions and must register and bid through the GovDeals website.
- g. After the item is picked up, Finance is given the asset disposal paperwork and a copy of the signed Bill of Sale.
- h. GovDeals sends an electronic payment to Finance, twice monthly, and only after they are notified the items have been received by the buyer.
- i. Funds received for surplus/obsolete equipment via GovDeals sales are deposited into the originating departments fund.

## **VENDOR LIST AND APPLICATIONS**

### **I. Policy Statement**

To assure an accurate, current, comprehensive, and certified list of vendors and suppliers, including their applicable commodities, materials, and services.

### **II. Purpose**

The vendors list is a current list of qualified vendors whose reputations, financial position, and price structures are adequate for consideration as a logical source of supply. Specific portions of the list of vendors are available to departments wishing to evaluate a purchasing need. The list will be used by the Purchasing Division as a mailing list for distribution of bid invitations, requests for proposals, and requests for quotes.

### **III. Procedure**

#### **A. Vendor Applications**

The City shall maintain an annual list of qualified vendors and contractors thus assuring sources for the varied commodities, services, and equipment needed by the City. A vendor/contractor who would like to conduct business with the City is required to complete a Vendor Application form (see Appendix I), and an Internal Revenue Service (IRS) Form W-9, Request for Taxpayer Identification Number and Certification (see Appendix J), and submit them to the Purchasing Division for review.

#### **B. Removal of Vendors**

The General Services Director, is authorized to remove vendors and suppliers from the mailing list for reasons of nonperformance, failure to respond to three consecutive bid invitations, or other pertinent factors deemed legal, reasonable, and valid. Any attempt to influence an award shall be primary justification for removal of a vendor from all mailing lists.

#### **C. Reporting Discrepancies**

Requesting departments must report to the Purchasing Division, by providing written notification, of any significant violation of a purchase condition by a vendor or supplier. Upon such notification, the General Services Director, may remove the vendor or supplier from the mailing list and notify all departments to cease doing business with the vendor or supplier for such time as deemed necessary.

- D. The Purchasing Division will provide all departments/divisions (upon request) with the current status of their requisitions and information concerning the delivery time of requested items.
- E. Administrative Review and Appeal

## **VENDOR SUSPENSION (NO BID) LIST**

### **I. Policy Statement**

Any material breach of the terms and conditions of the purchase order may result in the removal of a firm from any consideration for further purchases of goods and/or services. In addition to the removal from the active vendors list, the firm will not be included in the mail-out of bid announcements.

### **II. Purpose**

To indefinitely suspend, from the active vendors list, a vendor who violates the terms and conditions of the procurement documentation.

### **III. Procedure**

- A.** The General Services Director, shall receive, evaluate, and dispose of any requests from user departments to consider suspension or removal of vendors in accordance with City policy.
- B.** Violators may petition for reinstatement to the active vendors list 60 days after resolution of all outstanding matters. This may be done by mailing a certified letter to the General Services Director.
- C.** Violators who believe the suspension is unwarranted may petition, in writing, through a certified letter to the Assistant City Manager, for an administrative review. This review will be promptly scheduled upon receipt of the request. The attendance of an authorized representative of the vendor is mandatory. The review panel will normally consist of the City Manager, the General Services Director, the Finance Director and the head of the department affected or their designee.
- D.** All administrative hearings shall be subject to the State of Florida Sunshine Law.

## **STANDARDS OF CONDUCT – RELATIONSHIP WITH VENDORS**

It is essential to the proper conduct and operation of government that public officials are independent and impartial, and public office not be used for private gain other than the remuneration provided by law. The public interest, therefore, requires the law protect against any conflict of interest and establish standards for the conduct of elected officials and government employees in situations where conflicts may exist (see Florida Statute 112.311).

All employees, in compliance with the City of St. Augustine's Personnel Policies, will maintain legitimate relationships with all vendors and/or suppliers. Any degree of impropriety shall be substantial cause for the removal of any vendor/contractor from the bidding list. All Purchasing Division personnel shall adhere to the standards described in Florida Statute 112.313.

### **FLORIDA STATUTE 112.313**

**“Standards of Conduct for Public Officers and Employees of Agencies, and Local Government Attorneys”**

### **FLORIDA STATUTE 287.055**

**“Consultants’ Competitive Negotiation Act”**

Note: The General Services Director, will periodically review the applicable Florida Statutes to assure compliance.

## **PROCEDURES CONCERNING LOBBYING**

Bidders, proposers, and those intending to qualify must abide by the following requirements: A lobbying blackout period begins upon issuance or advertisement of the bid solicitation, request for proposal, request for qualifications or other method of competitive solicitation and continues until the City Manager, or designee, or Mayor executes a contract on behalf of the City. For all procurements, the blackout period starts when the bid solicitation, Request for Proposals or Request for Qualifications is issued and ends upon contract award. For any questions concerning a Bid/RFP/RFQ, a bidder or proposer must contact the person listed in the Bid/RFP/RFQ as the Contact Person or Point Person for the City. Bidders or proposers who do not abide by these rules are subject to having their Bid or Proposal or Qualifications automatically rejected, without further recourse, and shall be subject to debarment for a period of up to 12 months.

“Blackout” for the purposes of this policy refers to a time period during which vendors, contractors, consultants, or their agents or representatives may not communicate or lobby in any manner with City Commission members, the City Manager, or City staff, other than the designated purchasing contact, and to a time when City Commission members, the City Manager, or City staff, other than the designated purchasing contact, shall not communicate in any manner with vendors, contractors, consultants, or their agents or representatives, regarding potential contracts with the City. The blackout period begins once an invitation to bid, request for quotes, request for proposals, invitation to negotiate, or request for qualifications has been issued.

Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quotes, request for proposals, invitation to negotiate, or request for qualifications.

**CITY OF ST. AUGUSTINE  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
(CDBG) PURCHASING POLICY  
INCLUDING THE MINORITY BUSINESS ENTERPRISE POLICY**

**Section 1**                    **PURPOSE**

This policy is adopted to assure that all contracts for commodities and services for the Community Development Block Grant Programs are obtained efficiently and effectively in free and open competition and through the use of sound procurement practices. All City staff and other persons (subgrantees or contractors) with designated responsibility for the administration of CDBG award contracts are responsible for ensuring compliance with all applicable federal and state laws and regulations. These include but are not limited to: OMB Circular A-102, attachment O; 2 CFR Part 200; s. 255.0525 and 287.055 Florida Statutes, Chapter 73C-23 Florida Administrative Code.

**Section 2**                    **APPLICATION OF POLICY**

This policy shall apply to contracts or agreements for the procurement of all materials, supplies, services, construction and equipment for any Community Development Block Grant Program solicited or entered into after the effective date of this policy.

**Section 3**                    **PURCHASING OFFICER**

The City Manager shall serve as the central purchasing officer (the “Purchasing Officer”) of the City of St. Augustine for all contracts or agreements described in Section 2.

**Section 4**                    **PURCHASING AND CONTRACT AWARD PROCEDURES**

**Section 4.01**                    **PURCHASING CATEGORIES; THRESHOLD AMOUNTS**

Except as to Sole Source Purchases (Section 4.06) and Cooperative Purchasing (Section 4.07), all purchases and contract awards are to be made subject to the provisions of the appropriate Section according to the following threshold amounts:

- A. Direct Purchases (Section 4.02) .....\$ 1.00 to \$5,000.00
- B. Written Quotations (Section 4.03) .....\$ 5,001.00 to \$50,000.00
- C. Competitive Sealed Bids/Proposals (Section 4.04 & 4.05).....\$50,001.00 and above

**Section 4.02**                    **DIRECT PURCHASES**

The purchase of commodities, equipment and services which cost less than the threshold authorized in Section 4 does not require solicitation of quotes or bids. Direct purchases shall be authorized by the Purchasing Officer or his/her designee.

#### Section 4.03                    WRITTEN QUOTATIONS

The purchase of goods and services which cost within the range authorized for written quotations in Section 4 shall require competitive written quotations from three or more vendors. The quotations shall be obtained by the Purchasing Division and shall be reviewed and awarded by the Purchasing Officer or his/her designee.

#### Section 4.04                    COMPETITIVE SEALED BIDS/PROPOSALS

1. Conditions for Use. All contracts for purchases of a single item, services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section 4.01, where price, not qualifications, is the basis for contract award, shall be awarded by competitive sealed bidding.
2. Invitation to Bid. Under Section 255.0525(2), F.S. and Rule 73-23.00521(2)(a), F.A.C., an invitation to bid for construction projects that are projected to cost more than \$200,000.00 shall be published in at least one daily newspaper of general circulation in St. Johns County as well as a nearby federal Office of Management and Budget (OMB) designated metropolitan statistical area (MSA) at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled prebid conference. An invitation to bid for construction projects that are projected to cost more than \$500,000.00 shall be publicly advertised at least once in a newspaper of general circulation in St. Johns County at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled prebid conference. Additionally, Notice shall be sent to those vendors and contractors on the City's MBE/WBE solicitation list. Alternatively, the City may substitute the above notice with any solicitation procedure which generates at least three responsible and responsive bids or proposals which can be considered. However, if three responsible and responsive bids or proposals are not received, the procurement will be invalid.

An Invitation to Bid shall be issued and shall include specifications, all contractual terms and conditions, and the place, date, and time for opening or submittal. No later than nine working days prior to the date for receipts of bids, a vendor shall make a written request to the Purchasing Division for interpretations or corrections of any ambiguity, inconsistency or error which the vendor may discover. All interpretations or corrections will be issued as addenda. The City will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any City employee prior to the opening of proposals. Only those communications which are in writing from the Purchasing Division may be considered as a duly authorized expression on the behalf of the City. Also, only communications from firms or individuals which are in writing and signed will be recognized by the City as duly authorized expressions on behalf of proposers.

- a. Alternate(s). Alternate bids will not be considered unless authorized by and defined in the Special Conditions of the bid specifications.

- b. Approved Equivalents. The City reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with stated requirements for equivalents in the bid conditions are subject to rejection. The procedure for acceptance of equivalents shall be included in the general conditions of the bid.
3. Public Notice. Public Notice shall be by publication in a newspaper of general circulation at least twelve (12) working days prior to bid opening or in accordance with Section 4.05-2 above as appropriate. Notice of the Request for Bid shall give date, time, and place set forth for the submittal of proposals and opening bids.
4. Bid Opening. Bids shall be opened publicly. The Purchasing Officer or his/her designee shall open bids in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. The amount of each bid, and other such relevant information as may be deemed appropriate by the Purchasing Officer together with the name of each bidder, and all witnesses shall be recorded. The record (Bid Report) and each bid shall be open to public inspection.
5. Bid Acceptance and Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid, which may include, but not be limited to criteria to determine acceptability such as; inspection, testing, quality, recycled or degradable material content, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs. No criteria may be used in bid evaluation that are not set forth in the Invitation to Bid, in regulations, or in this policy.
6. Bid Agenda Item. After evaluation, the Purchasing Division will prepare a recommendation of award and submit it to the Purchasing Officer for review and approval.
7. Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bids mistakes, shall be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the Invitation to Bid prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that

the bidder can show by clear and convincing evidence that a mistake, of non-judgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in the bid price or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw his bid if:

- a. the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident;
- b. or the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Purchasing Officer.

8. Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, an Invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

9. Award. The contract shall be awarded with reasonable promptness to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid.

- a. Notice of Intended Award. The contract shall be awarded by written notice. Every procurement of contractual services shall be evidenced by a written agreement. Notice of intended award, including rejection of some or all of bids received, may be given by posting the bid tabulations where the bids were opened, by telephone, by first class mail, or by certified United States mail, return receipt requested, whichever is specified in bid solicitation. A vendor may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a vendor provided, self-addressed envelope for their records.
- b. Notice of Right to Protest. All notices of decision or intended decisions shall contain the statement: "Failure to file a protest within the time prescribed in Section 4.09 of the CDBG Purchasing Policy of the City of St. Augustine shall constitute a waiver of Proceedings under that section of this policy".

10. Cancellation of Invitations for Bids. An Invitation for bids or other solicitation may be canceled, or any or all bids may be rejected in whole or in part when it is in the best

interests of the City, as determined by the Commission provided such action does not violate CDBG program requirements. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

**11. Disqualification of Vendors.** For any specific bid, vendors may be disqualified by the Purchasing Officer or the General Services Director for the following reasons:

- a. Failure to perform according to bidding provisions.
- b. Conviction in a court of law of any criminal offense in connection with the conduct of business.
- c. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- d. Clear and convincing evidence that the vendor has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.
- e. Failure to execute a Public Entity Crimes Statement as required by Florida Statutes Chapter 287.133 (3) (a).
- f. Failure to be a responsive bidder according to the bidding procedures and provisions will result in disqualification of a bid.

**Section 4.05 COMPETITIVE SEALED PROPOSALS**

All contracts for purchases of a single item or services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section 4.01, where qualifications, not price, is the basis for contract award, shall be awarded by competitive sealed proposals. All contracts for the procurement of professional architectural, engineering, landscape architectural, and land surveying services will be awarded according to the provisions of Section 4.061. All other contracts required to be awarded by competitive sealed proposals will be awarded according to the provisions of Section 4.062.

**Section 4.051 PROFESSIONAL ARCHITECTURAL, ENGINEERING, LANDSCAPE  
ARCHITECTURAL, AND LAND SURVEYING SERVICES**

1. **Public Announcement.** It is the policy of the City to publicly announce all requirements for professional architectural, engineering, landscape architectural, and land surveying services and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In the procurement of such services, the City may require firms to submit a statement of qualifications, performance data and other related information for the performance of professional services.

- a. Scope of Project Requirements. Prior to distribution of the request for proposals for professional services, the Purchasing Division shall submit to the Purchasing Officer or his/her designee written project requirements indicating the nature and scope of the professional services needed, including but not limited to the following:
  - i. the general purpose of the services or study;
  - ii. the objectives of the study or services;
  - iii. estimated period of time needed for the services or the study;
  - iv. the estimated cost of the service or study;
  - v. whether the proposed study or service would or would not duplicate any prior or existing study or services;
  - vi. list of current contracts or prior services or studies which are related to the proposed study or service;
  - vii. the described qualifications, listed in order of importance, of the person or firm applicable to the scope and nature of the services requested.
- b. Distribution of Project Requirements. The Purchasing Division shall distribute the written project requirements as approved to all persons on the mailing list who have indicated an interest in being considered for the performance of such professional services and to any additional persons as the Purchasing Officer or using agency deems desirable. The written project requirements shall include a statement of the relative importance of each of the requirements. The project requirements shall be accompanied by an Invitation to such persons to submit an indication of interest in performing the required services, and by notification of the date and time when such indications of interest are due. This date shall not be less than twelve calendar days from the date of public notice when the Purchasing Division shall publish in at least one daily newspaper of general circulation in the County where the project is located and in a nearby federal Office of Management and Budget (OMB) designated metropolitan statistical area (MSA). Alternatively, the City may substitute the above notice with any solicitation procedure which generates at least three responsible and responsive bids or proposals which can be considered. However, if three responsible and responsive bids or proposals are not received, the procurement will be invalid.
- c. Modification Prohibition. After the publicized submission time and date, indications of interest shall not be modified or allowed to be modified in any manner except for correction of clerical errors or other similar minor irregularities as may be allowed by the Selection Committee (defined in Section

4.061(2)) prior to making its selection of those best qualified to be formally interviewed.

- d. **Reuse of Existing Plans.** There shall be no public notice requirements or utilization of the selection process as provided in this section for projects in which the City is able to reuse existing plans from a prior project. However, public notice of any plans which are intended to be reused at some future time shall contain a statement which provides that the plans are subject to reuse.
2. **Selection Committee Membership and Evaluation.** Depending on the expected complexity and expense of the professional services to be contracted, the Purchasing Division may determine whether a three member or five-member selection committee will best serve the needs of the City.

- a. **Three Member Committee Composition.** Membership of a three-member selection committee shall be appointed by the Purchasing Division.
- b. **Five Member Committee Composition.** Membership of a five-member selection committee shall be appointed by the Purchasing Division.
- c. **Selection Committee Evaluation.** Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated. Only those respondents who are determined to be best qualified based upon the evaluation of written responses and selected for Formal interview may submit additional data. From among those persons evidencing, by timely submission of written responses, an interest in performing the services the Selection Committee shall:
  - i. prepare an alphabetical list of those persons determined by the Selection Committee to be qualified, interested and available; and
  - ii. designate no less than three persons on the alphabetical list considered by the Selection Committee to be best qualified to perform the work required.
- d. **Shortlisting.** The best qualified respondents shall be based upon the Selection Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed. The Selection Committee shall determine qualifications, interest and availability by reviewing the written responses that express an interest in performing the services, and by conducting formal interviews of no less than three selected respondents that are determined to be

best qualified based upon the evaluation of written responses. The determination may be based upon, but not limited to, the following considerations:

- i. competence, including technical educational and training, experience in the kind of project to be undertaken, availability of adequate personnel, equipment and facilities, the extent of repeat business of the persons, and where applicable, the relationship of construction costs estimates by the person to actual cost on previous projects;
- ii. current work load;
- iii. financial responsibilities;
- iv. ability to observe and advise whether plans and specifications are being compiled with, where applicable;
- v. record of professional accomplishments;
- vi. proximity to the project involved, if applicable;
- vii. record of performance; and
- viii. ability to design an approach and work plan to meet the project requirements, where applicable.

- e. Interview and Purchasing Officer Approval. After conducting the formal interviews, the Selection Committee shall list those respondents interviewed in order of preference based upon the considerations listed in subsection (4) above. The respondents so listed shall be considered to be the most qualified and shall be listed in order of preference starting at the top of the list. The list of best qualified persons shall be forwarded to the Purchasing Officer for approval prior to beginning contract negotiations. Negotiation sequence shall be based on the order of preference.

3. Negotiation Staff. Contract negotiations shall be conducted by the Purchasing Division unless the Purchasing Officer directs that negotiations be conducted by a Negotiation Committee.

Negotiation. The Purchasing Division or the Negotiation Committee shall negotiate a contract with the firm considered to be the most qualified to provide the services at compensation and upon terms which the Purchasing Division or the Negotiation Committee determines to be fair and reasonable to the City. In making this decision, the Purchasing Division or the Negotiation Committee shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered. As a part of the negotiation, the Purchasing Division or the Negotiation Committee shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price. Should the Purchasing Division or the Negotiation Committee be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm will be formally terminated.

The Purchasing Division or the Negotiation Committee shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Purchasing Division or the Negotiation Committee shall formally terminate negotiations, and then shall undertake negotiations with the third most qualified firm. Should the Purchasing Division or the Negotiation Committee be unable to negotiate a satisfactory contract with any of the selected firms, the Selection Committee shall select additional firms in order of their competence and qualifications, and the Purchasing Division or Negotiation Committee shall continue negotiations in accordance with this section until an agreement is reached or until a determination has been made not to contract for services.

Section 4.052                    OTHER COMPETITIVE SEALED PROPOSALS (non-287.055 services)

1. Conditions for Use. All contracts required by Section 4.06 to be awarded by competitive sealed proposals that are not for the procurement of professional architectural, engineering, landscape architectural, and land surveying services, will be awarded according to the provisions of this section.
2. Consultant's Competitive Negotiation Act. Professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes), shall be secured under the provisions of Section 4.061.
3. Purchasing Officer Approval. Proposals anticipated to exceed the threshold established in Section 4.01 for Competitive Sealed Proposals shall be approved by the Purchasing Officer or his/her designee prior to solicitation.
4. Public Notice. Adequate public notice of the Request for Proposal shall be given in the same manner as provided in subsection 4.05-2 of this policy for competitive sealed bidding. Notice shall also be sent to those vendors and contractors on the City's MBE/WBE solicitation list.
5. Evaluation Factors. The Request for Proposals shall state the relative importance of criteria outlined in the scope of services, fee proposal, and other evaluation.
6. Proposal Cancellation or Postponement. The Purchasing Division may, prior to a proposal opening, elect to cancel or postpone the date and/or time for proposal opening or submission.
7. Revisions and Discussions with Responsible Offerors. As provided in the Request for Proposals, and under regulations promulgated by the City Commission of the City of St. Augustine, discussions may be conducted with responsible offerors who submit proposals

determined to be qualified of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The Purchasing Division shall prepare a written summary of the proposals and make written recommendation of award to the Purchasing Officer. As a part of the recommendation, the Purchasing Division shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price.

Award. Award shall be made by the Purchasing Officer to the lowest responsive and responsible offer or whose proposal is determined in writing to be the most advantageous to the City of St. Augustine, taking into consideration the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation criteria that is not included in the Request for Proposal.

#### Section 4.06                    SOLE SOURCE PURCHASES

##### Sole Source Certification.

The procurement for all professional services and any contract resulting from a non-competitive procurement process must meet the requirements of 2 CFR Part 200 and Section 287.055 of the Florida Statutes. The City's Purchasing Division must conduct a cost or price analysis of all proposed prices on sole source purchases, analysis shall include a review of profit as a separate element. Sole source purchases must be approved by DEO in writing.

#### Section 4.07                    COOPERATIVE PURCHASING

1. State Contracts. The Purchasing Officer is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the respective state contracts of the Department of General Services, subject otherwise to the requirements of this policy.
2. Other Governmental Units. The Purchasing Officer shall have the authority to join other units of government in cooperative purchasing ventures when the best interest of the City would be served thereby, and the same is in accordance with this policy and with the City and State Law.

#### Section 4.08                    BID PROTEST

##### 1. Right to Protest.

Any actual or prospective bidder, proposer, offeror or contractor who is aggrieved in connection with a solicitation or award of bid or contract may file a protest with the

General Services Director. Protests relating to cancellation of invitations to bid and protests relating to the rejection of all bids are not permitted.

2. Filing a Protest. Any actual or prospective bidder, proposer, offeror or contractor who is aggrieved in connection with a solicitation or award of bid or contract may file a protest with the General Services Director. Protests relating to cancellation of invitations to bid and protests relating to the rejection of all bids are not permitted.
3. Form of Protest. A protest must be in writing and filed with the General Services Director at: City of St. Augustine, Post Office Box 210, St. Augustine, FL 32085-0210. A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived and may not be raised on appeal. The protesting party may submit with the protest any documents or information deemed relevant.

Any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, associated with this solicitation, shall file a Notice of Protest within three (3) business days after receipt of this solicitation. The Notice of Protest shall contain at a minimum: the name of the bidder; the bidder's address and phone number; the name of the bidder's representative to whom notices may be sent; the name and bid number of the solicitation; and a brief factual statement of the basis of the protest. The protester shall also file with the General Services Director a Formal Written Protest within 10 days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall state with identify the protestant and the solicitation involved; state with particularity the facts and law upon which the protest is based and specifically request the relief to which the protestant deems himself entitled.

Any person adversely affected by a City decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, shall file a Notice of Protest within three (3) business days after receipt of the decision or intended decision. The notice of Protest shall contain at a minimum: the name of the bidder; the bidder's address and phone number; the name of the bidder's representative to whom notices may be sent; the name and bid number of the solicitation; and a brief, factual statement of the basis of the protest. The protester shall also file with the General Services Director a Formal Written Protest within ten (10) days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall identify the protestant and the solicitation involved; state with particularity the facts and law upon which the protest is based and specifically request the relief to which the protestant deems himself entitled.

No additional time shall be added for mailing. All filings shall be addressed to and received by the General Services Director at the City of St. Augustine, Post Office Box 210, St. Augustine, Florida 32085-0210 within the prescribed time periods. Failure to file a protest within the time prescribed in the protest procedures shall constitute a waiver of protest proceedings.

The General Services Director shall review all information presented and shall conduct such further investigation as he or she deems appropriate under the circumstances. After review of all relevant information, the General Services Director shall render a decision concerning the dispute, which decision shall be the final decision of the City.

**Entitlement to Costs.** In no case will the protesting bidder or offeror be entitled to any costs incurred with the solicitation, including bid preparation costs and attorney's fees.

4. **Stay of Procurement during Protests.** In the event of a timely protest under Subsection 3 of this Section, the Purchasing Officer shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or unless the Purchasing Officer makes a determination that the award of a contract without delay is necessary to protect the substantial interest of the City.

#### Section 4.09

#### CONTRACT CLAIMS

1. **Authority of the Purchasing Officer to Settle Bid Protests and Contract Claims.** The Purchasing Officer is authorized to settle any protest regarding the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, prior to an appeal to the City Commission or the commencement of an action in a court of competent jurisdiction, but may not settle any such protest or claim for consideration of \$1,000.00 or greater in value without prior approval of the City Commission.
2. **Decision of the Purchasing Officer.** All claims by a contractor against the City relating to a contract, except bid protests, shall be submitted in writing to the Purchasing Officer for a decision. The contractor may request a conference with the Purchasing Officer on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
3. **Notice to the Contractor of the Purchasing Officer's Decision.** The decision of the Purchasing Officer or his/her designee shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of his appeal rights.

4. Finality of the Purchasing Officer's Decision; Contractor's Right to Appeal. The Purchasing Officer's or his/her designee's decision shall be final and conclusive unless, within 10 calendar days from the date of receipt of the decision, the contractor files a notice of appeal with the City Commission.
5. Failure to Render Timely Decision. If the Purchasing Officer or his/her designee does not issue a written decision regarding any contract controversy within fourteen calendar days after receipt of a written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been issued.

Section 4.10

REMEDIES FOR SOLICITATION OR AWARDS IN VIOLATION OF LAW

1. Prior to Bid Opening or Closing Date for Receipt of Proposals. If prior to the bid opening or the closing date for receipt of proposals, the Purchasing Officer after consultation with the City Attorney, determines that solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable law.
2. Prior to Award. If after bid opening or the closing date for receipt of proposals, but prior to the award contract, the Purchasing Officer after consultation with the City Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law or ordinance, then the solicitation or proposed award shall be canceled.
3. After Award. If, after award, the Purchasing Officer after consultation with the City Attorney, determine that a solicitation or award of a contract was in violation of applicable law or ordinance, then:
  - a. if the person awarded the contract has not acted fraudulently or in bad faith:
    - i. the contract may be terminated and the person awarded the contract shall be compensated for actual costs reasonably incurred under the contract plus a reasonable profit, but excluding attorney's fees, prior to termination; or

- b. if the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interest of the City.

## Section 5

## CONTRACT ADMINISTRATION

### Section 5.1

### CONTRACT PROVISION

1. Standard Contract Clauses and Their Modification. The City after consultation with the City Attorney, may establish standard contract clauses for use in City contracts. However, the Purchasing Officer may, upon consultation with the City Attorney, vary any such standard contract clauses for any particular contract.
2. Contract Clauses. All City contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing Officer after consultation with the City Attorney, may propose provisions appropriate for supply, service, or construction contracts, addressing among others the following subjects:
  - a. the unilateral right of the City to order, in writing, changes in the work within the scope of the contract;
  - b. the unilateral right of the City to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
  - c. variations occurring between estimated quantities or work in contract and actual quantities;
  - d. defective pricing;
  - e. time of performance and liquidated damages;
  - f. specified excuses for delay or nonperformance;
  - g. termination of the contract for default;
  - h. termination of the contract in whole or in part for the convenience of the City;
  - i. suspension of work on a construction project ordered by the City;
  - j. site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract
    - i. when the contract is negotiated;
    - ii. when the contractor provides the site or design; or
    - iii. when the parties have otherwise agreed with respect to the risk of differing site conditions;
  - k. value engineering proposals;
  - l. remedies;

- m. access to records/retention records;
- n. environmental compliance; and
- o. prohibition against contingency fees;
- p. insurance to be provided by contractor covering employee property damage, liability and other claims, with requirements of certificates of insurance and cancellation clauses;
- q. bonding requirements as set by the City Commission;
- r. causes of and authorization for suspension of contract for improper contractor activity.

## Section 5.2 PRICE ADJUSTMENTS

1. Method of Price Adjustment. Adjustments in price during the term of a contract shall be computed in one or more of the following ways upon approval by the City:
  - a. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - b. by unit prices specified in the correct or subsequently agreed upon;
  - c. by costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon by the City;
  - d. in such other manner as the contracting parties may mutually agree; or
  - e. in the absence of agreement by the parties, by a unilateral determination by the City of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the City, subject to the provisions of this Section.
2. Costs or Pricing Data Required. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of this Section.

## Section 5.3 CHANGE ORDERS/CONTRACT AMENDMENTS

Change orders and contract amendments, which provide for the alteration of the provisions of a contract may be approved by an appropriate person based upon the dollar value of the change or amendment. The purchasing categories thresholds designated in Section 4 shall govern the appropriate level of approval.

## Section 5.4 ASSIGNMENTS OF CONTRACTS

No agreement made pursuant to any section of this policy shall be assigned or sublet as a whole or in part without the written consent of the City nor shall the contractor assign any monies due or to become due to the contractor hereunder without the previous written consent of the City.

## Section 5.5 RIGHT TO INSPECT PLANT

The City may, as its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performances of any contract awarded, or to be awarded, by the City. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving the City.

## Section 6                    RIGHTS OF CITY COMMISSION

Nothing in this policy shall be deemed to abrogate, annul or limit the right of the City Commission, in the best interest of the City, to reject all bids received in response to a request, to determine in its sole discretion the responsiveness and responsibility of any bidder, to approve and authorize or to enter into any contract it deems necessary and desirable for the public welfare, or to vary the requirements of the Policy in any instance when desirable for the public good provided that such waiver doesn't violate Federal or State CDBG program requirements.

## Section 7                    CITY PROCUREMENT RECORDS

1. Contract File. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the City in a contract file.
2. Retention of Procurement Records. All procurement records shall be retained and disposed of by the City in accordance with records retention guidelines and schedules established by the State of Florida and Federal Guidelines. For CDBG related activities that retention period is six years.

## Section 8                    SPECIFICATIONS

### Section 8.1                    MAXIMUM PRACTICABLE COMPETITION

All specifications shall be drafted to promote overall economy and encourage competition in satisfying the City needs and shall not be unduly restrictive. The policy applies to all specifications including, but not limited to, those prepared for the City by architects, engineers, designers, and draftsmen.

### Section 8.2                    USE OF BRAND NAME OR EQUIVALENT SPECIFICATIONS

1. Use. Brand name or equivalent specifications may be used when the City determines that:
  - a. no other design, performance, or qualified product list is available;
  - b. time does not permit the preparation of another form of purchase description, not including a brand name specification;
  - c. the nature of the product or the nature of the City requirements makes use of a brand name equivalent specifications suitable for the procurement; or
  - d. use of brand name or equivalent specification is in the City's best interest.

2. Designation of Several Brand Names. Brand names or equivalent specifications shall seek to designate three, or as many different brands as are practicable, as “or equivalent” references and shall further state the substantially equivalent products to those designated may be considered for award.
3. Required Characteristics. The brand name or equivalent specifications shall include a description of the particular design, functional, or performance characteristics required.
4. Nonrestrictive Use of Brand Name or Equivalent Specifications. Where a brand name or equivalent specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.
5. Determination of Equivalents. Any prospective bidder may apply, in writing, for a pre-bid determination of equivalence by the Purchasing Division. If sufficient information is provided by the prospective bidder, the Purchasing Division may determine, in writing and prior to the bid opening time, that the proposed product would be equivalent to the brand name used in the solicitation.
6. Specifications of Equivalents Required for Bid Submittal. Vendors proposing equivalent products must include in their bid submittal the manufacturer’s specifications for those products. Brand names and model numbers are used for identification and reference purposes only.

### Section 8.3                            BRAND NAME SPECIFICATIONS

1. Use of Brand Name Specifications. Since the use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Division makes a determination that only the identified brand name item will satisfy the City needs.
2. Competition. The Purchasing Division shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 4.07, Sole Source Purchases.

### Section 9                            ETHICS IN PUBLIC CONTRACTING

## Section 9.1 CRIMINAL PENALTIES

To the extent that violations of the ethical standards of conduct set forth in this section constitute violations of the State Criminal Code they shall be punishable as provided therein. Such penalties shall be in addition to civil sanctions set forth in this part.

## Section 9.2 EMPLOYEE CONFLICT OF INTEREST

1. Participation. It shall be unethical for any City employee, officer, or agent to participate directly or indirectly in a procurement or administration of a contract. A conflict of interest would arise when:
  - a. the City employee, officer or agent;
  - b. any member of his immediate family;
  - c. his or her partner; or
  - d. an organization which employs, or is about or employ, any of the above, has a financial or other interest in the firm selected for award. The officer's employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, or parties to sub-agreements.

## Section 9.3 CONTEMPORANEOUS EMPLOYMENT PROHIBITED

It shall be unethical for any City employee who is participating directly or indirectly in the procurement process to become or to be, while such a City employee, the employee of any person contracting with the City of St. Augustine.

## Section 9.4 USE OF CONFIDENTIAL INFORMATION

It shall be unethical for any employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of other persons.

## Section 9.5                    GRATUITIES AND KICKBACKS

1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any City employee, officer, or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with the decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard rendering of advise, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal theretofore.
2. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
3. Contract Clause. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefore.

## Section 9.6                    SANCTIONS

1. Employee Sanctions. Upon violation of the ethical standards by an employee, officer or agent of the City, or other the appropriate authority may:
  - a. impose one or more appropriate disciplinary actions as defined in the City Personnel Rules and regulations, up to and including termination of employment; and;
  - b. may request investigations and prosecution
2. Non-employee Sanctions. The City may impose any one or more of the following sanctions on a non-employee for violation of the ethical standards:
  - a. written warnings;
  - b. termination of contracts; or
  - c. debarment or suspension as provided in Section 11-8.

## Section 9.7                    RECOVERY OF VALUE TRANSFERRED OR RECEIVED IN BREACH OF ETHICAL STANDARDS

1. General Provisions. The value of anything being transferred or received in breach of the ethical standards of this policy by a City employee or non-employee may be recovered from both the City employee and non-employee.
2. Recovery of Kickbacks by the City of St. Augustine. Upon a showing that a subcontractor made a kickback to prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order

and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such a kickback. Recovery from one offending party shall not preclude recovery from other offending parties.

Section 10                    FEDERAL POLICY NOTICE

Section 10.1                    PATENTS

If a contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, then the contract shall include the following provisions:

1. Notice to Contractor. The contract shall give notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of, and rights to, any discovery or inventions arising out of the contract.
2. Notice by Contractor. The contract shall require the contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

Section 10.2                    NOTICE OF FEDERAL PUBLIC POLICY REQUIREMENTS

1. Applicability. If the contract is being funded in whole or in part by assistance from any federal agency, the contract is subject to one or more federal public policy requirements such as:
  - a. Equal Employment Opportunity;
  - b. Copeland “anti-kickback” Act;
  - c. Davis Bacon Act;
  - d. Contract Work Hours and Safety Act;
  - e. Americans with Disabilities Act; and
  - f. Other requirements set forth in any contract.
2. Notice. The Purchasing Division shall include in the contract all appropriate provisions giving the contractor notice of these requirements. Where applicable, the Purchasing Division shall include in the contract provisions the requirement that the contractor give similar notice to all of its subcontractors.

Section 11                    PAYMENT TO VENDORS

All payment to vendors shall also be in accordance with the amended “Prompt Payment Act”, Chapter 89-297, Florida Statutes.

Section 12                    MINORITY BUSINESS ENTERPRISE PARTICIPATION PROGRAM

1. Purpose and Scope. The purpose of the Minority Business Enterprise Program is to enhance the participation of qualified minority and women-owned businesses in providing goods and services and construction contracts required by the City

Commission. This program describes procedures to accomplish this purpose and to monitor and evaluate progress. All Department and Divisions under the jurisdiction of the City Commission are responsible for implementing this program.

2. Policy Statement.

- a. It is the policy goal of the City that two percent (2%) of the Commission approved procurement as contained with both operating and capital improvement budgets (exclusive of in-house services and construction) shall be identified and let through the competitive bid process to minority and women businesses and persons. The program is based on an in-depth evaluation of all actual as well as projected procurement (Capital Improvement Projects, equipment, commodities and services) and on the market place. Procurement identified to establish a base for this program are not limited to those items only. This evaluation is the main factor in building a realistic program with attainable targets.
- b. All departments and divisions under the jurisdiction of the City Commission are responsible for implementing this program and for making every reasonable effort to utilize MBEs and WBE's when opportunities are available. The Purchasing Officer or his/her designee will take the lead role in this process by taking active steps to encourage minority or women owned businesses.
- c. Regarding the implementation of this policy, it is the Commission's intent to foster economic development in the City's area by establishing its MBE goals based on availability of minority and women-owned businesses located within the City. This is no way intended to limit or restrict competition. Rather, availability of area companies will be used to guide MBE goals. Such geographical preferences may be adjusted, amended or repealed by the City Commission, with or without a public hearing, as deemed necessary.

3. Definition. Minority Business Enterprise (MBE) as used herein, means a business that is owned and controlled at least 51% by one or more minority persons (MBE) or by one or more women (WBE) and whose management and daily operations are controlled by one or more such persons.

4. Administrative Responsibilities. The Purchasing Officer is responsible for the coordination of the Minority Business Enterprise Program and registration.

a. Capital Improvement Projects

i. REVIEW

The Purchasing Division and an appropriate department representative shall review each proposed project or bid to determine potential for utilization of MBE/WBEs and report their finds to the Purchasing Officer or his/her designee. This review is based on known availability of capable

MBE/WBEs in the area in relation to the scope of the bid package and considers how a project might be broken down into sub-bids.

ii. **PRE-BID ACTIVITY**

1. Language regarding the Minority Business Enterprise Program will be inserted into bid specifications to assure that prospective bidders are aware of a requirement to make good faith efforts to utilize MBE/WBEs.
2. Registered MBE/WBEs, the Minority Contractors Association and other organizations for minority and women owned businesses will be notified in writing regarding pre-bid conferences where information on project scope and specifications will be presented, along with other types of technical assistance.
3. Upon request available plans and specification will be provided to MBE/WBE associations along with any special instructions on how to pursue bids.
4. Majority (prime) contractors on a bid list will be sent a letter outlining the Minority Business Enterprise Program procedures, the supportive documentation required for submittal with their bid, and a list of MBE/WBE contractors on the bid list.
5. Prior to award the Prime Contractor must provide documentation on attempts to solicit participation from MBE/WBE firms.
6. The Prime Contractor's attempts to utilize MBE/WBE firms during the project must be documented as part of the Prime's contract award responsibilities under this program. Documentation to include but not limited to requests for bids, bids received and justification for not utilizing MBE/WBE firms when bid amounts received are comparable.

Failure to keep these commitments will be deemed noncompliance with the contract and may result in a breach of contract.

b. **Contractor Responsibilities**

- i. Contractors must indicate all MBE/WBEs, contacted for quotes regarding a particular scope of work and submit a completed "Intent to Perform" sheet containing information and documentation obtained from each MBE/WBEs.
- ii. A contractor who determines that a MBE/WBE, named in the bid submittal, is unavailable or cannot perform, will request approval from the Purchasing Officer or his/her designee to name an acceptable alternate. Such requests will be approved when adequate documentation of cause for the change is presented by the contractor.

- iii. A contractor's MBE/WBE plan will utilize MBE/WBEs to perform commercially useful functions in the work bid. A MBE/WBE is performing a commercially useful function when it is responsible for the management and performance of a distinct element of the total work.
- iv. Contractors are required to make good faith efforts to obtain MBE/WBE participation when so stipulated by bid specifications and/or contracts. If these efforts are unsuccessful, the contractor will submit a non-availability or refusal to participate and will request waiver of MBE/WBE participation.
- v. The contractor who is the successful bidder will attend pre-construction conferences with appropriate City representatives to review the project scope and the MBE/WBE utilization plan.
- vi. The contractor who is the successful bidder must request a change order for any modification to the MBE/WBE plan. Change orders require approval of the Purchasing Officer or his/her designee and are contingent on contractor documentation of MBE/WBE involvement in the change requested and documentation of cause for these changes.

## 5. Joint Venture Responsibilities

Definition of Joint Venture - A business arrangement in which two or more parties agree to pool their resources for the purpose of accomplishing a specific task. All parties agree to share in the profit and losses of the enterprise.

- a. All joint ventures between minority and non-minority contractors must meet the “joint venture” definition included in the policy.
- b. The use by MBE/WBEs or prime contractors of “minority fronts” or other fraudulent practices which subvert the true meaning and spirit of the Minority Business Enterprise Program, will not be tolerated and may result in termination of participation.
- c. A joint venture consisting of minority and non-minority business enterprise will be credited with MBE/WBE participation on the basis of the percentages of the dollar amount of the work to be performed by the MBE/WBEs.
- d. Contracts subject to this policy shall contain provisions stating that liquidated damages may be assessed against the general contractor and/or the MBE/WBE specified in the contract(s). Such liquidated damage provisions shall be in a form approved by the City.

## 6. Fulfilling MBE/WBE Participation Requirements

For the purpose of this policy, a general contractor may utilize the services of a MBE/WBE subcontractor, manufacturer, and/or supplier in estimating and satisfying the scope of work, provided that written contract/agreement is executed between the general contractor and the subcontractor, manufacturer, and/or the supplier.

**7. Payment**

- a. Payment will be expedited by the City within thirty (30) days upon completion and acceptance of the project. Special consideration may be given to hardship cases upon notification by MBEs/WBEs.
- b. The City will provide work progress payments to all business at the completion and subsequent acceptance by City representatives within various stages of a particular project.

**8. Bid List.** A bid list for the purpose of bid solicitations shall be maintained by the City. The list shall consist of firms that apply.

- a. The City may remove firms from the bid list for the following reasons:
  - i. failure to perform according to contract provisions;
  - ii. conviction in a court of law of any criminal offense in connection with the conduct of business.
  - iii. clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals or the awarding of contracts.
  - iv. clear and convincing evidence that a vendor has attempted to give a City employee, officer or agent a gratuity of any kind for the purpose of influencing recommendation or decision in connection with any part of the City purchasing activity;
  - v. violation or circumvention of the Minority Business Enterprise Program; or
  - vi. other reasons deemed appropriate by the Purchasing Officer.
- b. This policy is consistent with the City's Purchasing Policy. Wherever conflicts may exist, the provision in this Purchasing Policy will prevail.

**9. Reporting.**

The Purchasing Officer or appropriate person will report, at least annually, to the City Commission on the Status of the Minority Business Enterprise Program. Records will be maintained reflecting participation of local minority and women owned businesses and shall be reported.

10. Severability Clause.

Each separate provision of this program is deemed independent of all other provisions herein so that if any provision or provisions be declared invalid, all other provisions hereof shall remain valid and full force and effect.

APPROVED:

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David Birchim, City Manager

ATTESTED:

By: \_\_\_\_\_  
Darlene Galambos, City Clerk

( SEAL )

## **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

This requirement applies to all Federal grant and cooperative purchasing agreements.

### **I. Background and Applicability**

The Federal Office of Management and Budget (OMB) 24 CFR Part 24 provides Federal awarding agencies and recipients shall comply with the nonprocurement debarment and suspension common rule implementing Executive Orders 12549 and 12689 *“Debarment and Suspension”*. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participations in Federal Assistance programs or activities.

### **II. Definitions**

Debarred or Debarment – The exclusion of a person from participating in procurement transactions with the federal government, generally for no more than three years.

Suspended or Suspension – An action which suspends federal assistance under an award pending corrective action by the awardee or pending a decision to terminate the award.

### **III. Procedure**

Federal agencies use the government-wide no procurement debarment and suspension system to exclude from Federal programs persons who are excluded or disqualified from covered transactions. The City of St. Augustine is required to ensure to the best of its knowledge and belief that none of their “principals” (as defined in the governing regulation 24 CFR Part 24.105), and third-party contractors/vendors and subcontractors is debarred, suspended, ineligible, or voluntarily excluded from participation in federally assisted transactions or procurements. Staff is required to review the Federal System for Award Management (SAM) site before entering into any contractual relationship or use of services. SAM contains the electronic roster of debarred companies or individuals excluded from federal procurement and non-procurement programs throughout the U.S. Government (unless otherwise noted) and from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits. The SAM system combines data from the Central Contractor Registration, Federal Register, Online Representations and Certification Applications, and the Excluded Parties List system. Printing the screen with the results of the search will provide the required documentation demonstrating such requirements have been met. This documentation shall be included in the contract or purchase order file.

### **Instructions:**

Click the <https://www.sam.gov/portal/SAM/#1> link to enter the SAM website.

## 1. How to search for an entity or individual in SAM

**Click "SEARCH RECORDS" tab**

In the search bars type in the Entity name or using an exclusion search term, Duns & Bradstreet number (DUNs) and/or the Entity Commercial and Government Entity (CAGE) code. You can only use one search bar at a time to search for records. Individuals are not assigned a DUNs number or CAGE code. When checking for a debarred individual, conduct the search by typing the name in the top bar.

Click "SEARCH" to retrieve a list of results. Entities with "Exclusion" listed in purple are currently debarred, while those labeled "Entity" in green do not have exclusions. In the right upper corner of the webpage, click one of the three buttons (PDF, Export CSV, or Print) to export or print the search results.

Click "VIEW DETAILS" to view SAM's information about the entities. 1. Entity Overview, 2. Entity Records, 3. Core Data on the Entity, 4. Assertions, 5. Representations and Certifications, 6. Point of Contact Person and 7. Whether the entity exclusions are active or inactive.

## 2. How to obtain file records from SAM

At the top of the webpage click the "DATA ACCESS" tab. The SAM webpage provides instructions for accessing and obtaining data extracts for entities located in SAM. Click the "Exclusions Extract Data Package" section for a complete list of active debarred contracts.

## Contact for General Information & Help:

## SAM Customer Service:

## Federal Service Desk

URL: <https://www.fsd.gov/fsd-gov/home.do>

Hours: 8am – 8pm (Eastern Time)

US Calls: 866-606-8220

International Calls: 334-206-7828

The provision of 24 CFR Part 24 applies to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000, as well as, any contract or subcontract (at any level) for Federally-required auditing services. 49 CFR 29.220(b). These are contracts and subcontracts referred to in regulations as “covered transactions.” Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity they propose to contract or subcontract with, as well as its principals and affiliates, is not excluded or disqualified. They do this by:

- (a) Checking the SAM site/system;
- (b) Collecting a certification from that firm or individual; or

(c) Adding a clause or condition to the contract or subcontract. Grantees, contractors, and subcontractors who enter into covered transactions must also require the entities they contract with to comply with 24 CFR 24, Subpart E, and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontractors at all levels).

### **Clause Language**

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

#### Suspension and Debarment

This contract is a covered transaction for the purpose of 24 CFR 24. As such, the contractor is required to verify that none of the contractor, its principals as defined at 24 CFR 24.105, or affiliates, as defined at 24 CFR 24.105, are excluded or disqualified, as defined at 49 CFR 29.40 and 29.945.

The contractor is required to comply with 24 CFR 24, Subpart C, and must include the requirement to comply with 24 CFR 24, Subpart E, in any lower tier covered transaction the contractor enters into.

By signing below, and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by \_\_\_\_\_ (Vendor). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to \_\_\_\_\_ (Vendor), the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 24 CFR 24, Subpart E, while this offer is valid, and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **VENDOR CERTIFIES COMPLIANCE WITH 24 CFR PART 24**

Vendor \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **COMPLIANCE WITH 2 C.F.R. 200 REQUIREMENTS (UNIFORM GUIDANCE)**

For any and all procurements, contracts or grants utilizing federal funds, either directly or as a subrecipient, the City shall comply with all applicable federal law and regulations, including but not limited to the rules and requirements of 2 C.F.R. 200.317-200.326 including: avoiding acquisition of duplicative items, ethics, debarment, civil rights, anti-lobbying and environmental requirements, except where the City's policies are more stringent, and 2 C.F.R. 200 requires the application of the more stringent requirement.

## SECTION III

### APPENDIX A

CONTRACT No.

WORK ORDER No.

CHANGE ORDER No.

ENCUMBRANCE No.

Project:  
Contractor:

Project Acct No.:  
Engineer/Consultant:

---

Description:

Justification:

---

#### CHANGE IN CONTRACT PRICE

Original Contract Price	\$ _____	N/A
Contract price change from previous Change Orders and Amendments	\$ _____	N/A
Price of this Change Order	\$ _____	N/A
Revised Contract Price	\$ _____	N/A

---

#### CHANGE IN CONTRACT TIME

Original Contract Period (if applicable)	calendar days
Notice to Proceed Date (if applicable)	
Original Completion Date	
Additional time from previous Change Orders and Amendments	calendar days
Additional time for this Change Order	calendar days
Contract Period with all Approved Change Orders and Amendments	0 calendar days
Revised Completion Date	

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#### APPROVALS

By:

QA/QC	PROJECT MANAGER	DEPARTMENT DIRECTOR
Date: _____	_____	_____

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DIRECTOR, GENERAL SERVICES

FINANCE DIRECTOR

Date: _____	Date: _____
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#### ACCEPTED

By:

Contractor/Consultant (Authorized Signature)	Title	Date
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REV 04-07 City Manager/Asst. City Manager

Title

Date

## APPENDIX B

## FAX TRANSMITTAL

**CITY OF ST. AUGUSTINE**  
P.O. Box 210  
St. Augustine, FL 32085  
Telephone: 904-825-1020  
Fax: 904-825-1051

## REQUEST FOR QUOTE

**Number of Pages Including Cover:** \_\_\_\_\_

**To:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Vendor Number:** \_\_\_\_\_

**Vendor Fax:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Please accept this opportunity to quote the following. Quote must be returned by \_\_\_\_\_ to the fax number listed above. Quote is not all inclusive. Reference "No Quote" on items your Company does not provide.

**Additional Charges (shipping, handling, fuel, etc.):**

**Grand Total:**

**Delivery Lead Time:**

**Requestor's Name and Job Title:**

**Department/Division Name:** \_\_\_\_\_

## APPENDIX C

### City of St. Augustine

#### Authorization for Computer Software, Equipment or Electronics Acquisition

Fund \_\_\_\_\_ Req. # \_\_\_\_\_

Department \_\_\_\_\_

Division \_\_\_\_\_ Number \_\_\_\_\_

Object Code \_\_\_\_\_ Number \_\_\_\_\_

Project Number \_\_\_\_\_ Number \_\_\_\_\_

Proposed Acquisition \_\_\_\_\_

Replacement  Upgrade  Incremental

Description/Explanation \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Budgeted Item**

**Nonbudgeted Item**

**Amount**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Total:** \_\_\_\_\_

**Signatures**

**Date**

Department Head \_\_\_\_\_

Information Technology \_\_\_\_\_

General Services \_\_\_\_\_

Finance Director \_\_\_\_\_

Copy must be received in the Purchasing Division prior to  
Requisition being processed.

Original Department Head

**Originator must make and distribute all copies**

Copies Purchasing

General Services

Financial Services

IT

Revised: MLB 10/03/2023

## APPENDIX D

### City of St. Augustine

#### Authorization for Fixed Asset Acquisition

Fund	Req. #
Department	Location
Division Name	Number
Object Code Name	Number

Proposed Fixed Asset \_\_\_\_\_

Are additional items being added to asset once received?  Yes  NO

Replacement

Upgrade

Incremental

Description/Explanation \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Item

Amount

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Total: \_\_\_\_\_

Signatures

Date

Department Head \_\_\_\_\_

Finance Director \_\_\_\_\_

General Services Director \_\_\_\_\_

**\*Fleet Operations**

**\*(Vehicle/Equipment/Machinery only)**

**\*\*Purchases between \$5,000 and \$29,999 require three written quotes.**

**\*\*\*Purchases over \$30,000 require formal bids.**

Original \_\_\_\_\_ Department Head \_\_\_\_\_

*Originator must make and distribute all copies*

Copies General Services Department  
 Finance Department  
 \*Human Resources  
 \*Fleet Operations  
 Revised: 02/02/22

## **APPENDIX E**

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# **CITY OF ST. AUGUSTINE FLORIDA**

## **Disadvantaged Business Enterprise (DBE) Program and Goals**

Updated: 06/21/2013  
Revised: 11/18/2013

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## APPENDIX E

### CITY OF ST. AUGUSTINE DBE/SBE

#### POLICY STATEMENT

##### Section 26.1, 26.23

##### Objectives / Policy Statement

The City of St. Augustine (City) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26.

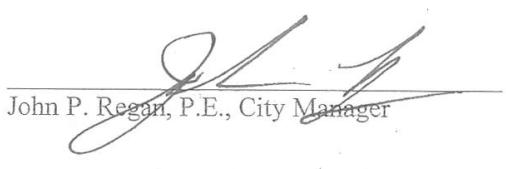
The City of St. Augustine has received Federal financial assistance from the Department of Transportation and, as a condition of receiving this assistance, the City has signed an assurance that it will comply with 49 CFR Part 26.

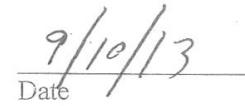
It is the policy of the City of St. Augustine to ensure that DBEs are defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms which fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

John P. Regan, P.E., City Manager, has been designated as the DBE Liason Officer. In that capacity, Mr. Regan is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of St. Augustine in its financial assistance agreements with the Department of Transportation.

The City has disseminated this policy statement to City Commission and all of the components of our organization. We have distributed this statement to the DBE and non-DBE business communities that perform work for us on DOT-assisted contracts via our website at [www.staugustinegovernment.com](http://www.staugustinegovernment.com) and have notified them via email of availability. This information is also available on our website, [www.staugustinegovernment.com](http://www.staugustinegovernment.com), for DBE, SBE and non-DBE/SBE business communities who have not performed work with the City on DOT-assisted contracts.

  
John P. Regan, P.E., City Manager

  
Date

## APPENDIX E

### SUBPART A - GENERAL REQUIREMENTS

#### Section 26.1 Objectives

The City of St. Augustine (City) has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The City has received federal financial assistance from the USDOT and, as a condition of receiving this assistance, the City has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the City to ensure that DBEs, as defined in 49CFR Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the City's policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms which fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

John P. Regan, P.E., City Manager, has been designated as the DBE Liason Officer. In that capacity, Mr. Regan is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City in its financial assistance agreements with the USDOT.

The DBE policy statement has been disseminated to the City Commission and all of the components of our organization. We have distributed this statement to the DBE and non-DBE business communities that perform work for us on DOT-assisted contracts via our website at [www.staugustinegovernment.com](http://www.staugustinegovernment.com) and have notified them via email of availability. This information is also available on our website, [www.staugustinegovernment.com](http://www.staugustinegovernment.com), for DBE, SBE and non-DBE/SBE business communities who have not performed work with the City on DOT-assisted contracts, as well as the general public.

#### Section 26.3 Applicability

The City is the recipient of federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the Teas-21, Pub. L. 105-178.

#### Section 26.5 Definitions

The City will adopt the definitions contained in 49 CFR Part 26.5 for this program.

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### **Section 26.7 Non-discrimination Requirements**

The City of St. Augustine will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the City will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

### **Section 26.11 Record Keeping Requirements**

Reporting to DOT: 26.11(b)

We will report DBE participation to DOT as follows:

We will report DBE participation on a semi-annual basis, using DOT Form 4630. These reports will reflect payments actually made to DBEs on DOT-assisted contracts.

### **Bidders List: 26.11(c)**

The City will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidders list approach to calculating overall goals. The bidder list will include the name, address, DBE, non-DBE status, age, and annual gross receipts of firms.

We will collect this information in the following ways:

The City will include a contract clause requiring prime bidders to report the names/addresses, and possibly other information, of all firms who quote to them on subcontracts.

### **Section 26.13 Federal Financial Assistance Agreement**

The City has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

#### **Assurance: 26.13(a)**

The City of St. Augustine shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of its failure to carry out its approved program, the Department may impose sanction as provided for under Part 26 and may, in

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appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

This language will appear in financial assistance agreements with sub-recipients.

### **Contract Assurance: 26.13b**

We will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

## **SUBPART B - ADMINISTRATIVE REQUIREMENTS**

### **Section 26.21 DBE Program Updates**

Since the City anticipates receiving a grant of \$250,000 or more in USDOT planning, capital, and or operating assistance in a federal fiscal year we will continue to carry out this program until all funds from DOT financial assistance have been expended. We will provide to USDOT updates representing significant changes in the program.

### **Section 26.23 Policy Statement**

The Policy Statement is elaborated on the first page of this program.

### **Section 26.25 DBE Liaison Officer (DBELO)**

We have designated the following individual as our DBE Liaison Officer:

**John P. Regan, P.E.**  
**City Manager**  
**75 King Street**  
**Post Office Box 210**  
**St. Augustine, Fl. 32085-0210**  
**Ph. 904-825-1010**  
**Email: [jregan@citystaug.com](mailto:jregan@citystaug.com)**

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the City complies with all provisions of 49 CFR Part 26. The DBELO has direct, independent access to the St. Augustine City Commission concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in Attachment 1 to this program.

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The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of 4 to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals attainment and identifies ways to improve progress).
6. Analyzes the City of St. Augustine's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the governing body on DBE matters and achievement.
9. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
10. Plans and participates in DBE training seminars.
11. Certifies DBEs according to the criteria set by DOT and acts as liaison to the Uniform Certification Process in Florida.
12. Provides outreach to DBEs and community organizations to advise them of opportunities.

### Section 26.27 DBE Financial Institutions

It is the policy of the City of St. Augustine to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on USDOT-assisted contract to make use of these institutions. We have made the following efforts to identify and use these institutions:

- Researched information available online through the internet to identify DBE financial institutions.
- Searched the Florida Department of Transportation Unified Certification Program (UCP) database for registered DBE financial institutions.

Currently, the UCP does not have any certified DBE financial institutions. The following financial institutions are believed to be owned and controlled by socially and economically disadvantaged individuals:

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### **Continental National Bank of Miami**

Contact: Sonia Canessa-Gonzalez, SVP and CFO  
Jose Touzet, SVP/Branch Administrator  
Linda Reynaldos, VP/Deposit Operations  
1801 Southwest First Street  
Miami, FL 33135  
Routing and Transit (ABA) Number: 066009456  
Phone: (305) 642-2440 Ext. 8276; 8275; 8231  
Fax: (305) 643-8289 or 8209  
E-mail: [scanessa@continentalbank.com](mailto:scanessa@continentalbank.com)

### **Great Eastern Bank of Florida**

Contact: Richard Berdy, EVP  
4601 Northwest 72nd Avenue  
Miami, FL 33166  
Routing and Transit (ABA) Number: 067014071  
Phone: (305) 716-9000  
Fax: (305) 716-9721  
E-mail: [rberdy@gebf.com](mailto:rberdy@gebf.com)

### **Interamerican Bank**

Contact: Augustin F. Velasco, CEO  
9190 Coral Way  
Miami, FL 33165  
Routing and Transit (ABA) Number: 267087769  
Phone: (305) 223-1434  
Fax: (305) 223-0865  
E-mail: [ibank@interamericanbank.com](mailto:ibank@interamericanbank.com)

The City will re-evaluate the availability of DBE financial institutions every two (2) years.

### **Section 26.29 Prompt Payment Mechanisms**

#### **26.29(a) Prompt Payment**

The City will include the following clause in each USDOT-assisted prime contract:

“The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contract receives from the City. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontracts.”

#### **26.29(b) Retainage**

The City will include the following clause in each USDOT-assisted prime contract:

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“The prime contractor agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontracts.”

### 26.29(d) Monitoring and Enforcement

The City has established the following mechanism(s) to monitor and enforce the prompt payment and retainage clauses listed above:

- The City will monitor prime contractors to ensure they are paying their subcontractors within the thirty (30) day time frame by requiring all prime contractors maintain records and documents of payments to DBEs. Forms for reporting subcontractors’ invoices and payments shall be provided to prime contractors upon execution of a contract. These forms shall be submitted by the prime contractor with invoices or applications for payment. These records will be available upon request to any authorized representative of the City or the USDOT. This requirement shall also extend to any certified DBE subcontractor.
- The City will randomly select subcontractors throughout the year from which prime contractors have provided payment information and request that the subcontractor verify payment dates for invoiced work. This monitoring will assist the City in identifying prime contractors who may not be complying with the prompt payment and retainage clauses of this program.
- The City will bring to the attention of the USDOT any false, fraudulent or dishonest conduct in connection with the program so that the USDOT can take the steps provided in Section 26.109 (e.g., referral to the U.S. Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and disbarment or Program fraud and Civil Penalties Rules). The City will consider similar action under its own legal authorities including responsibility determinations in future contracts, removal of firms from the prequalified bidders and/or consultant lists or revocation of DBE certification, If applicable, pursuant to Section 337.105, Section 337.16 and Section 339.0805, Florida Statutes.

### **Section 26.31 Directory**

The City of St. Augustine is a non-certifying member of the State of Florida Department of Transportation’s Unified Certification Program (UCP). The UCP maintains a unified directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE.

The Directory (<https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>) is made available to the public electronically, via the State’s internet website, as well as in print. The Directory can be accessed at the Florida DOT, Equal Opportunity Office website at: <https://www3.dot.state.fl.us/EqualOpportunityOffice/>.

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- Click on the link in the top menu titled *Offices*
- Scroll down to *Transportation Support*
- Click on the link *Divisions: Equal Opportunity*
- Click on the link in the left menu, under “Most Requested” *DBE Certification*
- Click on the link under “DBE Certification Links” *DBE Directory*
- Under the “BizNet Main Menu” searches can be performed by one or more criteria
- Follow the instruction on the screen

The City maintains a directory identifying firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number and type of work the firm has been certified to perform as a DBE. The directory is reviewed and revised annually and is available at the Purchasing Division, 75 King Street, 4<sup>th</sup> Floor, Lobby D, St. Augustine Florida 32084. The current City of St. Augustine DBE vendor list is included as part of Attachment 2.

### Section 26.33 Overconcentration

The City has not identified that overconcentration exists in the types of work that DBEs perform.

An analysis of the DBE vendors included on the Florida DOT Equal Opportunity Office DBE database and the City's DBE directory was completed on May 15, 2013 to determine if any overconcentration exists. The City will re-evaluate for overconcentration every eighteen (18) months.

If the City determines that DBE participation is overconcentrated in certain types of work or contracting opportunities the following measures may be used to address such overconcentration, with prior approval of the USDOT and/or Federal Transit Administration (FTA). The measures include, but may not be limited to:

- Coordinating with prime bidders to identify and utilize DBEs in other industries outside of the specific overconcentration area.
- Varying the use of contract goals to ensure non-DBEs are not unfairly prevented from competing for subcontracts.

### Section 26.35 Business Development Programs

The City has not established a business development/mentor-protégé program. The need for such a program will be re-evaluated every eighteen (18) months. If needed following a re-evaluation, the City will develop a mentor-protégé program in which another DBE or non-DBE firm is the principal source of business development assistance to a DBE firm. Assistance would be sought on development of the program from such sources as the University of North Florida's Small Business Development Center. Prior to consideration of developing a program, the City will seek approval from the FTA.

### Section 26.37 Monitoring and Enforcement Mechanisms

The City will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

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1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that USDOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts. Attachment 3 lists the regulation, provisions, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our procurement activities.
3. We will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished by the DBE Officer and/or the City's Project Manager assigned to the specific contract.
4. We will keep a running tally of actual payments to the DBE firms for work committed to them at the time of contract award.

### **Section 26.39 Fostering Small Business Participation**

The City of St. Augustine has incorporated the following non-discriminatory element to its DBE program in order to facilitate competition on USDOT-assisted projects by small business concerns (both DBEs and non-DBE small businesses):

#### Small Business Definition

The City will use the USDOT definition of a small business as defined by 48 CFR §26.65. The USDOT definition uses the Small Business Administration (SBA) definition which has different size standards for the type of work performed. The USDOT definition limits the size standard to \$22.41 million. A business determines their size by averaging their annual gross receipt over the last three years. If their average gross receipts are under the SBA size standard for a particular type of work and under \$22.41 million, the business would be considered a small business.

#### Implementation

On prime contracts, the City shall require the prime contractor to provide subcontracting opportunities of a size which small businesses, including Disadvantaged Business Enterprises (DBEs), can reasonably perform, rather than self-performing all the work involved.

In multi-year design-build contracts or other large contracts, the City shall require bidders on the prime contract to specify elements of the contract or specific subcontracts which are of a size that small businesses, including DBEs, can reasonably perform.

#### Good Faith Efforts to Assist Small Business Participation

Examples of race-neutral activities the City will perform include:

- Conduct business communication and outreach activities to increase small business participation. Examples of such outreach activities may include:

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1. When feasible, the City will participate in vendor outreach seminars and other programs offered to small and emerging businesses through the Small Business Development Center at the University of North Florida. The purpose of these seminars is to provide vendors the information and tools needed to conduct business with government agencies and for the small business community to build relationships and expand their vendor base. During these seminars, efforts will be made to obtain information on small business vendors to ensure future solicitations may be directed to the small businesses in the community.
2. The City will coordinate to provide its DBE program to the local affiliate of the National Association of Minority Contractors, the St. Johns (County) Builders Council and the Small Business Development Center at the University of North Florida.
3. Notify small businesses or other individuals of the availability of counseling services through the Small Business Development Center at the University of North Florida.
  - Periodically update the City's website information on small business activities so that anyone interested may obtain practical advice on finding contracting opportunities with the City, as well as other useful resources and information.
  - Partner with the Small Business Administration, the University of North Florida Small Business Development Center and other government agencies to increase opportunities and resources for small businesses.
  - Ensure compliance to Prompt Payment Act specifications, which helps all contractors and subcontractors.

In addition, the Small Business Element developed and implemented by the City will include the following strategies:

1. The City will evaluate each contract separately and decide, based upon the scope of work and availability of small businesses to perform work activities, whether to set a goal for race-neutral small business participation.
2. When feasible, the City will unbundle larger contracts into a series of manageable projects to facilitate participation by small businesses.
3. A solicitation with a specific small business goal will require bidders to explain how they propose to achieve the specific goal. Bidders must show good faith efforts in achieving the goal and include documentation of efforts if they are unable to achieve the goal. The solicitation will clearly state the small business goal is race/gender neutral.
4. On prime contracts, the City will require the prime contractor to provide subcontracting opportunities of a size which small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.

### Verification Process

The City will rely upon the State of Florida Department of Transportation's Unified Certification Program (UCP) Directory for verification. As the City's program to facilitate small business

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participation has been developed to comply with 49 CFR §26.39, a certified DBE is presumed eligible to participate in it.

As a component of its Small Business Element, the City will track information on the certified small businesses and gather statistical data. The DBE Liason Officer will ensure that the small business element will be implemented and monitored as part of the overall DBE program within nine (9) months from FTA approval. The City will begin reviewing future contracts to implement the small business element strategies, as appropriate. The City will also track and report any race-neutral participation by certified DBEs achieved through its Small Business Element or program in the same way the race-neutral DBE participation is obtained and reported through other methods.

### **SUBPART C - GOALS, GOOD FAITH EFFORTS, AND COUNTING**

#### **Section 26.43 Set-asides or Quotas**

The City does not use quotas in any way in the administration of this DBE program.

#### **Section 26.45 Overall Goals**

In accordance with Section 26.45(f) the City will submit its triennial overall DBE goal to FTA on August 1 of the year specified by FTA for a period covering three (3) fiscal years.

The City will also request the use of project-specific DBE goals as appropriate, and/or will establish project-specific DBE goals as directed by the FTA.

The “Step 1, Step 2 process established in Section 26.45(c)-(d) was used by the City to establish the overall DBE goals.

**Step 1:** The City developed a base figure to express the relative availability of DBEs to determine a basis from which to begin when examining all the evidence available within its jurisdiction. As the City of St. Augustine comprises a total area of approximately 13 square miles with a population of approximately 12,900, the decision was made to utilize the data from the surrounding 5 county region. The number of ready, willing and able DBEs in the 5 county region surrounding St. Augustine/St. Johns County was obtained from the Florida DOT DBE vendor database. The number of DBEs was divided by the number of all businesses in the same 5 county region to derive the base figure for the 5 county region. Based upon the data obtained from the Florida DOT Unified Certification Program, a total of 206 certified DBEs were identified as ready, willing and able to provide construction services. Based upon data obtained from the U.S. Census Bureau: 2011 County Business Patterns, a total of 3,045 businesses were identified within the same 5 county region. Therefore the base figure for the 5-county region was determined to be 6.7%. Using the same method and data, from the same sources, for St. Johns County alone, the base figure was determined to be 2.4%. These base figures were then weighted as detailed in Attachment 4: Goal Setting Methodology to produce a weighted base figure of 25.16% .

**STEP 2:** After calculating the base figure, further evidence was examined to determine what adjustments, if any, were needed to the base figure in order to arrive at the overall goal. Considerations included the current capacity of DBEs to perform work as measured by the

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volume of work DBEs have performed in recent years; disparity studies, if available; any available statistical data concerning the availability of DBEs to obtain financing, bonding, insurance, etc.; and input from potentially interest parties.

Before establishing the overall goal each year, the City will consult with the St. Johns (County) Builders Council, the St. Augustine/St. Johns County Chamber of Commerce, the local affiliate of the National Association of Minority Contractors, and the Small Business Development Center of the University of North Florida to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the City's efforts to establish a level playing field for the participation of DBEs.

Following this consultation, we will publish a notice of the proposed overall goals, informing the public that the proposed goal and its rational are available for inspection during normal business hours at our principal office for 30 days following the date of the notice, and informing the public that the City and USDOT will accept comments on the goals for 45 days from the date of the notice. This notice will be published in the local newspaper, The St. Augustine Record, and posted on the City's website [www.staugustinegovernment.com](http://www.staugustinegovernment.com). Normally, we will issue this notice by June 1 of each year. The notice will include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed.

Our overall goal submission to the FTA will include the goal (including a breakout of estimated race-neutral and race-conscious participation, as appropriate); a copy of the methodology, worksheets, etc. used to develop the goal, a summary of information and comments received during this public participation process and our responses; and proof of publication of the goal in the media outlet(s) listed above.

We will begin using our overall goal on October 1 of each year, unless we have received other instructions from the FTA. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a USDOT-assisted contract for the project. Our goal will remain effective for the duration of the three-year period established and approved by the FTA.

### Section 26.47 Goal Setting and Accountability

If the awards and commitments shown on the City's Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall applicable that fiscal year, we will:

1. Analyze in detail the reason for the difference between the overall goal and the actual awards/commitments;
2. Establish specific steps and milestones to correct the problems identified in the analysis;
3. Maintain all information and records regarding the analysis and subsequent corrective efforts made and keep them on file should the FTA request them.

### Section 26.49 Transit Vehicle Manufacturers (TVM) Goals

The City will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, the City may, at its discretion and with FTA approval,

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establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program.

### **Section 26.51(a-c) Breakout of Estimated Race-Neutral & Race-Conscious Participation**

The City will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. Race-neutral means include, but are not limited to:

- Arranging solicitations, times for the presentation of bids, quantities, specifications and delivery schedules in ways which facilitate DBE, MBE and other small businesses' participation (e.g. requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces, unbundling large contracts to make them more accessible to small businesses).
- Implementing information and communications programs on contracting procedures and specific contract opportunities (e.g. insuring the inclusion of DBEs and other small businesses on recipient mailing lists for bidders, ensuring the dissemination to bidders on prime contracts of potential subcontractors). The City will endeavor to access minority contractors through such means as the City of Jacksonville's Small and Emerging Business Program, the local affiliate of the National Association of Minority Contractors and the University of North Florida's Small Business Development Center.
- Providing assistance in overcoming limitations such as the inability to obtain bonding or financing (e.g. by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids).
- Ensuring distribution of the City's DBE directory, through print and electronic means, to the widest feasible group of potential prime contractors.

### **Section 26.51(d-g) Contract Goals**

The City will use contract goals to meet any portion of the overall goal the City does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

We will establish contract goals only on those USDOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

### **Section 26.53 Good Faith Efforts Procedures**

#### **Demonstration of Good Faith Efforts (26.53(a) & (c))**

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith

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efforts. Examples of good faith efforts are found in Appendix A to Part 26, specifically, part 26.53.

The following personnel are responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive:

**Timothy W. Fleming**  
**Deputy Director General Services**  
**75 King Street**  
**P.O. Box 210**  
**St. Augustine, Fl. 32085-0210**  
**Ph. 904-825-1010 ext.4302**  
**Email: [tfleming@citystaug.com](mailto:tfleming@citystaug.com)**

The City will ensure that all information is complete and accurate and adequately documents the bidder/offer's good faith efforts before we commit to the performance of the contract by the bidder/offeror. Copies of Forms 1 and 2; DBE Utilization and DBE Letter of Intent, respectively, are found in Attachment 7. Both forms will be used to help document contractors' efforts to meet the City's overall DBE goals.

### Information to be Submitted (26.53(b))

The City treats bidder/offers' compliance with good faith efforts requirements as a matter of responsibility.

Each solicitation for which a contract goal has been established will require the bidders/offerors to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
6. If the contract goal is not met, evidence of good faith efforts.

### Administrative reconsideration (26.53(d))

Within 30 days of being informed by the City that it is not responsive or responsible because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

**John P. Regan, P.E.**  
**DBE Liason Officer**  
**75 King Street**  
**P.O. Box 210**

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**St. Augustine, FL 32085-0210**  
**Ph. 904.825-1010**  
**Email: [jregan@citystaug.com](mailto:jregan@citystaug.com)**

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the USDOT.

### **Good Faith Efforts when a DBE is Terminated/Replaced on a Contract with Contract Goals (26.53(f))**

The City requires that prime contractors not terminate a DBE subcontractor listed on a bid / contract with a DBE contract goal without the City's prior written consent. Prior written consent will only be provided where there is "good cause" for termination of the DBE firm, as established by section 26.53(f)(3) of the DBE regulation.

Before transmitting to the City its request to terminate, the prime contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to the City prior to consideration of the request to terminate. The DBE will then have five (5) days to respond and advise the City of why it objects to the proposed termination.

In those instances where "good cause" exists to terminate a DBE's contract, the City will require the prime contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

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### Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the City to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of            percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

### Section 26.55 Counting DBE Participation

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

## SUBPART D - CERTIFICATION STANDARDS

### Section 26.61 - 26.73 Certification Process

The City is a non-certifying member of the Florida Department of Transportation's Unified Certification Program (UCP). The UCP makes all certification decisions on behalf of all USDOT recipients in the State of Florida with respect to participation in the USDOT DBE program. The City accepts these decisions as binding.

To apply for certification or to request information on the Unified Certification Program (UCP), firms or individuals should contact: Ms. Vicki Smith

Certification Manager – Equal Opportunity Office  
605 Suwannee Street – MS65  
Tallahassee, Florida 32399  
Phone (850) 414-4746  
Email: [victoria.smith@dot.state.fl.us](mailto:victoria.smith@dot.state.fl.us)

## SUBPART E - CERTIFICATION PROCEDURES

### Section 26.81 Unified Certification Programs

The City is a non-certifying member of the Florida Department of Transportation's Unified Certification Program (UCP).

## **APPENDIX E**

### **Section 26.83 Procedures for Certification Decisions**

#### **Re-certifications 26.83(a) & (c)**

[ ref: Section 26.61 – 26.73 ]

#### **"No Change" Affidavits and Notices of Change (26.83(j))**

[ ref: Section 26.61 – 26.73 ]

### **Section 26.85 Denials of Initial Requests for Certification**

[ ref: Section 26.61 – 26.73 ]

### **Section 26.87 Removal of a DBE's Eligibility**

In the event the City proposes to remove a DBE's certification, the City Commission will follow procedures outlined in Attachment 8. To ensure separation of functions in a de-certification, we have determined that the Assistant City Manager will serve as the decision-maker in de-certification proceedings. We have established an administrative "firewall" to ensure that the City Manager will not have participated in any way in the de-certification proceeding against the firm (including in the decision to initiate such a proceeding).

### **Section 26.89 Certification Appeals**

Any firm or complainant may appeal our decision in a certification matter to USDOT. Such appeals may be sent to:

U.S. Department of Transportation  
Office of Civil Rights Certification Appeals Branch  
1200 New Jersey Avenue, SE  
West Building, 7<sup>th</sup> Floor  
Washington, DC 20590

We will promptly implement any USDOT certification appeal decisions affecting the eligibility of DBEs for our USDOT-assisted contracting (e.g., certify a firm if the USDOT has determined that our denial of its application was erroneous).

## **SUBPART F - COMPLIANCE AND ENFORCEMENT**

### **Section 26.109 Information, Confidentiality, Cooperation**

We will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any contrary provisions of state or local law, we will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than USDOT) without the written consent of the submitter.

## APPENDIX E

### **Monitoring Payments to DBEs**

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the City or USDOT. This reporting requirement also extends to any certified DBE subcontractor.

We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts states in the schedule of DBE participation.

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## APPENDIX E

# CITY OF ST. AUGUSTINE FLORIDA

## Disadvantaged Business Enterprise (DBE) Program and Goals

### Attachments

## APPENDIX E

### ATTACHMENTS

Attachment 1	Organizational Chart
Attachment 2	DBE Directory
Attachment 3	Monitoring and Enforcement Mechanisms
Attachment 4	Goal Setting Methodology
Attachment 5	Breakout of Estimated Race-Neutral & Race-Conscious Participation
Attachment 6	Guidelines for Demonstrating Good Faith Efforts
Attachment 7	Good Faith Efforts Forms
Attachment 8	Procedures for Removal of DBE's Eligibility
Attachment 9	DBE Regulation, 49 CFR Part 26

## APPENDIX E

### Attachment 1

## St. Augustine City Commission *Organizational Chart*



## APPENDIX E

### Attachment 2

#### Section 26.31: DBE Directory

The City of St. Augustine is a non-certifying member of the State of Florida Department of Transportation's Unified Certification Program (UCP). The UCP maintains a unified directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE.

The Directory (<https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>) is made available to the public electronically, via the State's internet website, as well as in print.

The Directory can be accessed at the Florida DOT, Equal Opportunity Office website at:  
<https://www3.dot.state.fl.us/EqualOpportunityOffice/>.

- Click on the link in the top menu titled *Offices*
- Scroll down to *Transportation Support*
- Click on the link *Divisions: Equal Opportunity*
- Click on the link in the left menu, under "Most Requested" *DBE Certification*
- Click on the link under "DBE Certification Links" *DBE Directory*
- Under the "BizNet Main Menu" searches can be performed by one or more criteria
- Follow the instruction on the screen

Note: The City of St. Augustine's DBE / MBE / SBE directory follows.

## **APPENDIX E**

### **Attachment 3**

#### **Section 26.37: Monitoring and Enforcement Mechanisms**

The City has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract;
2. Breach of contract action, pursuant to [State Code Section X];
3. [List the other laws, statutes, regulations, etc. that are available to enforce the DBE requirements.]

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26
2. Enforcement action pursuant to 49 CFR Part 31
3. Prosecution pursuant to 18 USC 1001.

## APPENDIX E

### Attachment 4

#### Section 26.45: Goal Setting Methodology

##### Amount of Goal

1. The City of St. Augustine's overall goal for FY 2014-2016 is: 25.16% of the Federal Financial Assistance to be expended in DOT-assisted contracts.
2. \$753,000.00 is the dollar amount of USDOT-assisted contracts that the City expects to award during FY2013-2016. This means that the City has set a goal of expending \$189,454.80 with Disadvantaged Business Enterprises during the upcoming fiscal year.

##### **Step 1 - Developing the Base Figure:**

Number of firms listed in U.S. Census Bureau\* under N.A.I.C.S. codes for construction activities (N.A.I.C.S. 23..., 54..., 56...), by county in the five-county area surrounding the City:

Clay	386
Duval	1931
Flagler	183
Putnam	124
St. Johns	<u>421</u>
TOTAL	3045

Number of DBE / MBE firms listed in State of Florida Department of Transportation\* under N.A.I.C.S. code for construction activities (N.A.I.C.S. 23..., 54..., 56...), by county in the five-county area surrounding the City:

Clay	3
Duval	192
Flagler	1
Putnam	0
St. Johns	<u>10</u>
TOTAL	206

Total number of DBE/MBE firms divided by total number of construction firms in the five-county area (206/3045) = 6.7%

Total number of DBE/MBE firms divided by total number of construction firms in St. Johns County (10/421) = 2.4%

The City of St. Augustine is anticipating awarding one FTA funded project for \$753,000.00 in FY 2013-2014. Of the total amount, 40.5% or \$305,000.00 will be directed to Highway, Street and Bridge Construction; 23.9% or \$180,000.00 will be directed to Electrical; 13.7% or \$103,000.00 will be directed to Landscaping; 6.8% will be directed to Engineering Services and the remaining 6% or \$45,000.00 will be directed to Poured Concrete Foundation & Structures.

Total number of DBE's in Highway, Bridge and Street Construction	25*
Total number of firms in Highway, Bridge and Street Construction:	48*

## APPENDIX E

Total number of DBE's in Electrical:	12*
Total number of firms in Electrical:	290*
Total number of DBE's in Engineering Services:	31*
Total number of firms in Engineering Services:	92*
Total number of DBE's in Landscaping:	22*
Total number of firms in Landscaping:	625*
Total number of DBE's in Poured Concrete Foundations & Structures:	5*
Total number of firms in Poured Concrete Foundations & Structures:	90*

(25 Construction DBE's/48 Total Firms) + (12 Electrical DBE's/290 Total Firms)  
 + (31 Engineering DBE's/92 Total Firms) + (22 Landscaping DBE's/625 Total Firms)  
 + (5 Poured Concrete Foundation & Structure DBE's/90 total Firms) = 98.7%

### **Weighting the Base Figure:**

(Percent of Total Project Budget)(Number of DBE's/Total Number of Firms) = Base Figure  
 NAICS Code

23731	.405(25 DBE / 48 Total Firms) = 0.2106 or	21.06%
23821	.239(12 DBE/290 Total Firms) = 0.0097 or	1.0 %
54133	.068(31 DBE / 92 Total Firms) = 0.0229 or	2.3 %
56173	.137(22 DBE/625 Total Firms) = 0.0047 or	0.47%
23811	.06 ( 5 DBE / 90 Total Firms) = 0.0033 or	<u>0.33%</u>
	TOTAL	25.16%

\*sources: United States Census Bureau; 2011 County Business Patterns  
 State of Florida, Department of Transportation/EEO  
 Unified Certification Program (UCP) Business Directory

## APPENDIX E

### **Step 2 - Adjustments:**

#### **Part 1-Adjustments made based upon past participation.**

<b>Fiscal Year</b>	<b>Total Contract Amount</b>	<b>DBE Participation</b>
2009	\$1,222,217.32	\$ 10,332.00
2010	-	\$149,154.00
2011	-	\$ 92,743.96
2012	-	\$ 79,601.04
<b>TOTAL</b>	<b>\$1,222,217.32</b>	<b>\$331,831.00</b>

The City of St. Augustine had a single construction project, funded in part by the Federal Transit Administration and the Florida Department of Transportation, during FY2009 – FY2012 with a DBE participation rate of 27.15% (Total Contract Amount of \$1,222,217.32 / Total DBE Participation of \$331,831.00 = 27.15%). This rate was added to the Step 1 baseline goal of 25.16% and then averaged. Applying this formula, we arrive at:

$$25.16\% \text{ (Baseline Goal)} + 27.15\% \text{ (Adjustment Rate)} = 52.31 / 2 = 26.16\%$$

Due to this small difference, no adjustment to the baseline goal will be made.

#### **Part 2-Adjustments made upon current capacity of DBE's to perform the work.**

As stated above, the City of St. Augustine has DBE attainment data for only a single, federally-funded construction project over the course of FY2009-2012. This does not provide sufficient historical DBE participation data to support an adjustment to the base figure. The project which the City anticipates awarding in FY2013-2014 is essentially identical in scope of services and would provide the same types of DBE participation opportunities. Therefore, the City will continue to capture and consider past participation data on future Overall DBE Goal Setting Analyses.

#### **Part 3-Adjustments based upon Disparity Studies.**

No adjustments were made based upon disparity studies as none were available. Attempts were made to access results of the Jacksonville (Florida) Multi-Jurisdictional Disparity Study commissioned by the City of Jacksonville and due in January, 2013. To date this study has not been completed or released.

#### **Part 4-Adjustments based upon statistical data about the ability of DBE's to get financing, bonding, insurance, etc.**

No adjustments made.

## APPENDIX E

### **Part 5-Adjustments based upon input from interested parties (Chambers of Commerce, Minority Business Associations, Minority / Majority Contractor Associations).**

Contact was made with several organizations including the St. Johns County Builders Council, St. Augustine/St. Johns County Chamber of Commerce, National Association of Minority Contractors (Central Florida Chapter) and the Small Business Development Center of the University of North Florida.

No adjustments were made based upon this information.

## APPENDIX E

### Attachment 5

#### **Section 26.51: Determination of Race-Neutral and Race-Conscious Components**

In attempting to break down the overall goal into its race-neutral and race-conscious components, the City of St. Augustine examined its past experience. For the single, federally-funded construction project during the course of FY2009-2012, the four year record of DBE goal attainment shows the City exceeded its goal in FY 2009 and FY2010 but fell short of its goal in FY2011 and FY2012:

Fiscal Year	DBE Goal	Accomplished	+/-
2009	10%	27.15%	17.15%
2010	10%	27.15%	17.15%
2011	50%	27.15%	(13.58%)
2012	50%	27.15%	(13.58%)

This data, however, may be unreliable due to the fact that, again, it is based upon a single construction project. Also, the City's proposed FY2013-2014 goal under Section 26 of 25.16% is significantly lower than its goals calculated for FY 2011 and FY2012. This may be a justification for continuing to utilize solely race-neutral means to facilitate DBE participation.

#### **Breakout of Estimated Race-Neutral & Race Conscious Participation**

In accordance with federal regulations and FTA guidance, the City of St. Augustine will attempt to meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. Race-neutral means include, but are not limited to the following:

- 1) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways which facilitate DBE, MBE and other small businesses' participation (e.g. requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces; unbundling large contracts to make them more accessible to small businesses).
- 2) Implementing information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs and other small businesses on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of potential subcontractors; provision of information in languages other than English where appropriate). The City of St. Augustine will endeavor to access minority contractors through such means as the City of Jacksonville's Small and Emerging Business Program and the University of North Florida's Small Business Development Center.
- 3) Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements; eliminating the impact of surety costs from bids).
- 4) Providing technical assistance and other services.
- 5) Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low.
- 6) Assisting DBEs, MBEs and other small businesses to develop their capability to utilize emerging technology and conduct business through electronic means.

## APPENDIX E

While past experience indicates that the City has been able to achieve a majority of its DBE goals through the use of race-neutral means, the construction project the City intends to award in FY2013-2014 should provide subcontracting opportunities for DBE participation. Therefore, the City projects that, in meeting our overall goal of 25.16%, we will obtain 20.16% from race-neutral participation and 5% through race-conscious measures. Actual DBE participation will be monitored to determine what, if any, adjustments are needed to this race-neutral / race-conscious ratio in order to achieve the goal.

In order to ensure that our DBE program will be narrowly tailored to overcome the effects of discrimination, we will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation (see 26.51(f)) and we will track and report race-neutral and race conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry DBE goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

We will maintain data separately on DBE achievements in those contracts with and without contract goals, respectively.

### City of St. Augustine Breakout of Estimated Race-Neutral & Race-Conscious Participation

Business Category	% DBE Goal by Business Category	Race-Neutral Component of DBE Goal	Race-Conscious Component of DBE Goal
Highway, Street and Bridge Construction	16.06%	16.06%	5%
Electrical	1.0 %	1.0 %	0%
Engineering Services	2.3 %	2.3 %	0%
Landscaping	0.47%	0.47%	0%
Poured Concrete Foundation & Structures	0.33%	0.33%	0%
<b>Total</b>	<b>25.16%</b>	<b>20.16%</b>	<b>5%</b>

## APPENDIX E

### Attachment 6

#### Guidelines for Demonstrating Good Faith Efforts

49 CFR Part 26.53 – “*What Are the Good Faith Efforts Procedures Recipients Follow?*” – requires the City, as a grantee, to award a contract which requires a DBE goal to a bidder/offeror who has made *good faith efforts* to meet the goal. A *good faith effort* is defined as one where the bidder:

- (1) Documents that it has obtained enough DBE participation to meet the goal; or
- (2) Documents that it made adequate good faith efforts to meet the goal, even though it did not.

The types of actions the City may consider as part of the bidder’s good faith efforts would include, but not be limited to, the following:

- 1) Adequate solicitation of DBEs (through all reasonable and available means), with sufficient time for DBEs to respond to the solicitation.
- 2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved.
- 3) Providing interested DBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner.
- 4) Negotiating in good faith with interested DBEs. The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder’s failure to meet the contract goal, as long as the costs are reasonable. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- 5) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- 6) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the grantee or contractor.
- 7) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 8) Effectively using the services of available minority/women community organizations and other organizations to provide assistance in the recruitment and placement of DBEs.

In determining whether a bidder has made good faith efforts, the City may take into account the performance of other bidders in meeting the contract goal. For example, if the apparent successful bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, the City may view this as evidence of the bidder having made good faith efforts.

## APPENDIX E

### Attachment 7

#### Forms 1 & 2 for Demonstration of Good Faith Efforts

[ Forms 1 & 2 should be provided as part of the solicitation documents ]

#### FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

- The bidder/offeror is committed to a minimum of \_\_\_\_\_ % DBE utilization on this contract.
- The bidder/offeror (if unable to meet the DBE goal of \_\_\_\_\_ %) is committed to a minimum of \_\_\_\_\_ % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: \_\_\_\_\_

State Registration No. \_\_\_\_\_

By \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(title)

## APPENDIX E

### FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of work to be performed by DBE firm:

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The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_.

#### Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By \_\_\_\_\_

(Signature) (Title)

**If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**

(submit this page for each DBE subcontractor)

## APPENDIX E

### Attachment 8

#### Section 26.87: Procedures for Removal of DBE's Eligibility

## Denial

*The Business has the right to appeal this decision. According to §26.89: to file an appeal, the business must send a letter to the Department (US Department of Transportation) within 90 days of the date of the final decision. The address to send letters of appeal is as follows:*

**U.S. Department of Transportation  
Office of Civil Rights Certification Appeals Branch  
1200 New Jersey Avenue, SE  
West Building, 7<sup>th</sup> Floor  
Washington, DC 20590**

If a business is denied for any other than exceeding the PNW and wishes to reapply, they may do so after six (6) months of the date of the denial letter. If a business is denied for exceeding the PNW, the business is permanently denied and cannot regain eligibility.

#### *Denial of Initial Certification*

The City of St. Augustine will provide all firms a written explanation of the reasons for the denial of initial certification that specifically references the evidence in the record that supports each reason for the denial. Any documents and other information on which the denial is based will be made available to the applicant upon request.

Any firm which has been denied by the City may not reapply for certification prior to one (1) year from the date of denial. The time period for reapplication begins to run on the date the denial letter is received by the firm. All denial letters will be sent via certified mail.

All firms issued an administratively final denial may appeal the denial with the U.S. Department of Transportation; per the appeal process outlined under §26.89.

#### *De-Certification/DBE Ineligibility*

The City will review any complaints, either written or anonymously filed, alleging that a currently certified firm is ineligible. Complaint reviews will be initiated only with specific reasons why the firm is ineligible have been identified. Confidentiality of complainants' identities is protected as provided in §26.109(b).

The City will review any material provided by the firm and the complainant, and any other available information. The City may request additional information from the firm or conduct any other investigation deemed necessary.

If the City determines there is reasonable cause to believe that the firm is ineligible, the firm will be sent a written notice proposing to find it ineligible, setting forth the reasons for the proposed

## APPENDIX E

determination. If the City determines such reasonable cause does not exist, the firm and the complainant will be notified in writing of this determination and the reasons, for it. All statements of reasons for findings on issues of reasonable cause will specifically reference the evidence in the record on which each reason is based.

All firms notified of reasonable cause to remove eligibility will be provided an opportunity for an informal hearing at which time the firm may respond to the proposed removal of eligibility. A firm may provide information and arguments concerning why it should remain certified either in person or elect to present information and arguments in writing without going to the hearing.

The City will bear the burden of proving, by a preponderance of the evidence, that the firm does not meet the certification standards of 49CFR26.

The City will maintain a complete record of the hearing, acceptable under state law for the retention of verbatim record of an administrative hearing. If there is an appeal to USDOT under §26.89, USDOT will receive a transcript of the hearing. The City will retain the original record of the hearing and only **provide a copy of the transcript** to the firm when requested. A charge for only the cost of copying the record will be imposed upon all firms in informal hearings.

Firms may opt to present information and arguments in writing, without going to a hearing.

The City will ensure that a decision in a proceeding to remove a firm's eligibility is made by an office and personnel that did not take part in actions leading to or seeking to implement the proposal to remove the firm's eligibility and are not subject to direction from the office or personnel who did take part in these actions. The decision maker will be an individual who is knowledgeable in the certification requirements of the City's DBE Program.

The City will not base a decision to remove eligibility on a reinterpretation or changed opinion of information available to the City at the time of its certification of the firm. The City will base such a decision only on one or more of the following:

- Changes in the firm's circumstances since certification that now render the firm unable to meet the eligibility standards.
- Information or evidence not available to the City at the time of certification.
- Information that was concealed or misrepresented by the firm in previous certification actions by the City.
- A change in the certification standards or requirements by USDOT.
- A documented finding that the City's determination to certify the firm was factually erroneous.

### ***Notice of Decision***

The City will provide the firm a written notice of the decision and the reasons for it, including specific references to the evidence supporting each reason for the decision.

## APPENDIX E

The notice will inform the firm of the consequences of the City's decision and of the availability of an appeal to the USDOT under §26.89.

Copies of the notice will be sent to the complainant or the Federal Transit Administration (FTA) if the FTA directed the BCC to initiate the proceeding.

### ***Status During Proceedings***

A firm remains an eligible DBE during the pending stage of the City of St. Augustine's proceeding to remove its' eligibility.

A firm does become ineligible on the effective date of the City's notice of decision.

### ***Effects of Removal of Eligibility***

The City will take the following action when removing a firm's DBE eligibility:

Disallow a contractor's commitment to using the ineligible firm (DBE prime/DBE subcontractor) only when a subcontract or contract has not been executed before the issuance of a de-certification notice.

The ineligible firm will not count toward the contract goal or overall goal and the City will direct the prime contractor to meet the contract goal with an eligible DBE firm or demonstrable good faith efforts.

Permit a contractor's commitment to using the ineligible firm (DBE prime/DBE subcontractor) if a subcontract has been issued before the City has notified the DBE firm of its ineligibility. The contractor may continue to use the firm on the contract and may continue to receive credit toward its DBE goal for the firm's work.

The ineligible DBE's performance of the contract remaining after issuance of the City's notice of ineligibility shall count toward the contract goal. The City will however, refrain from crediting such contract remainder in its overall goal reports to USDOT.

### ***Exception***

Should the DBE ineligibility be caused solely because its having exceeded established size standards during the performance of the contract, the City will continue to credit its participation on that contract for both contract and overall contract goals.

### ***Availability of Appeal***

A firm may appeal administratively final removal decisions by the City directly to the USDOT under §26.80

## **APPENDIX E**

**Attachment 9**

**DBE Regulation, 49 CFR Part 26**

## APPENDIX F

## RECEIVING REPORT

DATE \_\_\_\_\_ 19 \_\_\_\_\_ No. \_\_\_\_\_

From \_\_\_\_\_

Via \_\_\_\_\_ Charges \$ \_\_\_\_\_

Memo \_\_\_\_\_

Townet Press, Inc., St. Augustine, FL3908

## APPENDIX G

### City of St. Augustine

#### Authorization for Fixed Asset Transfer

##### Current Location

Department \_\_\_\_\_ City I.D. \_\_\_\_\_  
Fund \_\_\_\_\_ Lic. Plate # \_\_\_\_\_  
Division \_\_\_\_\_ Number \_\_\_\_\_  
Supervisor initials \_\_\_\_\_ Number \_\_\_\_\_

##### Transfer Location

Department \_\_\_\_\_  
Fund \_\_\_\_\_ Number \_\_\_\_\_  
Division \_\_\_\_\_ Number \_\_\_\_\_  
Supervisor initials \_\_\_\_\_

##### Asset Description

\_\_\_\_\_  
\_\_\_\_\_

##### Acquisition Date

\_\_\_\_\_

##### Acquisition Cost

\_\_\_\_\_

##### Signatures

##### Date

##### Current Location Department Head

\_\_\_\_\_

\_\_\_\_\_

##### Transfer Location Department Head

\_\_\_\_\_

\_\_\_\_\_

##### Finance Director

\_\_\_\_\_

\_\_\_\_\_

##### General Services Director

\_\_\_\_\_

\_\_\_\_\_

##### \*Fleet Operations

\*(Vehicle/Equipment/Machinery only)

\_\_\_\_\_

\_\_\_\_\_

Original \_\_\_\_\_ Department Head \_\_\_\_\_

Originator will make and distribute all copies when completed.

Copies \_\_\_\_\_ Finance Department \_\_\_\_\_

\*Human Resources \_\_\_\_\_

\*Fleet Operations \_\_\_\_\_

\*\*IT \_\_\_\_\_

Revised: 02/02/2022

## APPENDIX H

### City of St. Augustine

#### Authorization for Fixed Asset Disposal

Fund \_\_\_\_\_ City I.D. \_\_\_\_\_  
 Department \_\_\_\_\_ Lic. Plate # \_\_\_\_\_  
 Division \_\_\_\_\_ Number \_\_\_\_\_  
 Object Code \_\_\_\_\_ Number \_\_\_\_\_  
 Asset Description \_\_\_\_\_

**Asset Category (select one):**

Vehicle, Machinery  IT Equipment  Office Equip, Other

Data Storage Devices  Serial Numbers: \_\_\_\_\_

Acquisition Date \_\_\_\_\_

Acquisition Cost \_\_\_\_\_

Disposal Justification \_\_\_\_\_

**Method of Disposal**

Sale  Trade  Scrap

Other  \_\_\_\_\_

Signatures

Date

Requestor \_\_\_\_\_

Department Head \_\_\_\_\_

General Services Director \_\_\_\_\_

\*Fleet Operations \_\_\_\_\_

\*(Vehicle/Equipment/Machinery only) \_\_\_\_\_

\*\*IT \_\_\_\_\_

\*\*(Computer, Printer, Other IT Equipment only) \_\_\_\_\_

Purchasing \_\_\_\_\_

Original \_\_\_\_\_ Finance Department \_\_\_\_\_

Copies \_\_\_\_\_ Department Head \_\_\_\_\_

Human Resources \_\_\_\_\_

\*Fleet Operations \_\_\_\_\_

\*\*IT \_\_\_\_\_

Revised: 02/02/2022

**Note:**

1. Originator will make and distribute all copies when completed.
2. After approved by General Services, the City ID tag be removed from the item and attached to original disposal request.
3. Replacement items will not be issued until disposal paperwork is approved.

## APPENDIX I

### CITY OF ST. AUGUSTINE VENDOR APPLICATION

NAME OF COMPANY: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TYPE OF SUPPLIES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MBE (Yes/No): \_\_\_\_\_

WBE (Yes/No): \_\_\_\_\_

DBE (Yes/No): \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_\_) \_\_\_\_\_

CELL PHONE: (\_\_\_\_\_) \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

PLEASE RETURN TO: CITY OF ST. AUGUSTINE PURCHASING DIVISION  
P. O. BOX 210  
ST. AUGUSTINE, FL 32085-0210

OR FAX: (904) 825-1051  
E-MAIL: [purchasing@citystaug.com](mailto:purchasing@citystaug.com)

## APPENDIX J

**W-9**  
 Form (Rev. October 2018)  
 Department of the Treasury  
 Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

<p>Print or type. See Specific Instructions on page 3.</p>		<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►   <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ►</p> <p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>		<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p>(Applies to accounts maintained outside the U.S.)</p>	
				<p>Requester's name and address (optional)</p>	

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Employer identification number					
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

#### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## APPENDIX J

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

### Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

### What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

## APPENDIX J

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

#### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) ...	THEN check the box for ...
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

#### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

##### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

## APPENDIX J

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

## APPENDIX J

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

## APPENDIX J

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/identityTheft](http://www.irs.gov/identityTheft) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## APPENDIX K



### WORK ORDER AUTHORIZATION

**Contract Number:**

**Contract Name:**

**Work Order Number:**

**Project Name:**

**Encumbrance Number:**

**Work Order Amount: \$**

**To:**

**From:** Project Manager

**Work Order Manager:**

**Name:**

**Phone:**

**Email:**

**Description of Work:** All work shall be accomplished in accordance with the attached Proposal/Scope of Work, Exhibit "A." Invoices shall reference the Contract Number, Work Order Number and Encumbrance number; include the information required; and be submitted to the Project Manager.

[Choose one](#)

**Commencement Date:** Work is authorized to proceed on the date this Work Order is executed by the City or on xxxx, xx, xxxx or all work pursuant to this Work Order is authorized to proceed on the date the required Recorded Performance and Payment Bonds are received by the City. **Commencement of the work authorized herein prior to execution of this Work Order by Contractor constitutes acceptance of all terms and conditions of this Work Order.** Payment will not be made until this Work Order has been signed by Contractor and received by the City.

**Completion Date:** All work pursuant to this Work Order shall be completed by xxxx, xx, xxxx (Completion Date). The Completion Date, if extended pursuant to the above-referenced contract governing this Work Order, shall not be extended beyond the **current fiscal year end or the Contract's expiration on xxxx, xx, xxxx.**

**Employment Eligibility:** Contractor certifies compliance with F.S. 448.095 Employment Eligibility.

---

Department Director

Date

---

Contractor or Consultant

Date

## APPENDIX L

City of St. Augustine  
PO Box 210  
St. Augustine, FL 32085-0210

### Emergency / Sole Source /Time Sensitive Exemption Approval Form

Type of Request: \_\_\_\_\_  
Requester Name: \_\_\_\_\_  
Division: \_\_\_\_\_  
Department: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Proposed Vendor / Contractor: \_\_\_\_\_  
Total Cost of Purchase: \_\_\_\_\_  
Proposed Start Date: \_\_\_\_\_  
Proposed Contract Term or Expiration Date: \_\_\_\_\_  
(specify in months or expiration date)

**DETAILED PROCUREMENT JUSTIFICATION:** (Review instructions on reverse side before completing.  
Use space below. Continue on additional sheets, if necessary.)

---

The undersigned individual(s) hereby attest(s) that he/she/they took part in the procurement represented and that he/she/they is (are) independent of, and have no conflict of interest in, the entity evaluated and selected.

\_\_\_\_\_  
Originator/Requester

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchasing Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of General Services

\_\_\_\_\_  
Date

## APPENDIX L

***EMERGENCY:***

Provide a description of the service/commodity required and detailed justification as to the immediate danger to the public health, safety, welfare or other substantial loss to the City, which requires emergency action and where delay incident to formal competitive solicitation would be contrary to the best interest of the City.

***TIME SENSITIVE:***

Provide a description of the service/commodity required and detailed justification as to reason that the time required to obtain pricing information would cause substantial loss or be detrimental to the City's best interest.

***SOLE SOURCE:***

- 1) Provide a brief description (one line title) of the commodity or contractual service including the approved budget;
- 2) Provide a detailed description of the commodity/service the vendor/contractor will be providing to the City;
- 3) Provide justification as to why the vendor/contractor is the only source available to provide the commodity/service; and
- 4) Provide the steps taken to assure the proposed vendor/contractor is the only source available to provide the commodity/service. (See below).

**SOLE SOURCE CONSIDERATION:**

Pursuant to the Procurement Policies and Procedures for the City of St. Augustine, sole source actions are exempt from competitive procurement procedures. Procurement of goods or contractual services that are available from only one source or from the one source determined as best meeting the requirements of the City after a careful comparative evaluation of the marketplace.

- Is there only one manufacturer or distributor for this product?
- Factors to consider to support a sole source:
  1. Is the product/service considered emerging technology?
  2. What is the vendor/contractor's recognized expertise in the field of study?
  3. Is there a need of consistency of data/reports/parts?
  4. Would there be a great deal of research required by City staff if the proposed vendor/contractor is not approved?
  5. Did the City receive direction from a funding agency to use this vendor/contractor?
- To the extent not discussed above, describe the specific reasons why the vendor/contractor best meets the needs of this exempt procurement.

**NOTE:** In addition to the questions/factors provided for consideration, include any additional information deemed relevant to the action.

***SIGNATURE REQUIREMENTS:***

Signatures must be obtained from the Originator/Requester, Originating Department, Purchasing Manager and Director of General Services.

## APPENDIX M

### CONTRACT REQUEST FORM RFB, RFP, RFQ

The information below is required and should be submitted to the Division of Purchasing to initiate a new solicitation and contract renewal. Please complete this form, attach all appropriate documents pertaining to the project, and submit to Purchasing.

Is this a  New or  Existing Contract? Existing Contract # \_\_\_\_\_ Existing (PO) # \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Project Team: \_\_\_\_\_

Estimated Project Start date: \_\_\_\_\_

Estimated Project Completion Date: \_\_\_\_\_

Project Budget: \_\_\_\_\_

Project Accounting Code: \_\_\_\_\_ (Attach approved accounting worksheet)

Procurement Type: \_\_\_\_\_ Action Type: \_\_\_\_\_ # \_\_\_\_\_

Annual or Continuing Services Contract?  Yes  No Work Order based?  Yes  No

FTP Site (if applicable): \_\_\_\_\_

Attach Project Scope of Work AND Specifications. Follow up with electronic copy.

Pre-Bid/Pre-Proposal \_\_\_\_\_

Mandatory - \_\_\_\_\_

Bid Bond \_\_\_\_\_

Performance and Payment Bond - \_\_\_\_\_

---

Department Head Signature

---

Date

## APPENDIX N

### REQUEST TO CLOSEOUT CONTRACT

Date:

To: Purchasing Division, General Services Department

From: , Project Manager

RE: Contract No.:

Contract Title:

Contractor:

Total Contract Amount (including all revisions):

No. of Change Orders:

No. of Renewals:

- All work on the above-referenced contract was completed on \_\_\_\_\_.
- Work was completed on \_\_\_\_\_, \$\_\_\_\_ to be liquidated (attach liquidation form).
- Contract is being closed with no expenditures, \$\_\_\_\_ to be liquidated (attach liquidation form).
- There are no invoices associated with this contract.
- All invoices have been received for work performed, and contract deliverables have been reviewed and approved by this Department.
- All Revenue has been received and contract requirements have been met.
- Security Deposit in the amount of \$\_\_\_\_ requires return to contractor.

The final invoice    Please make no payment as it is not required at this time and close out your file on this contract.

The Contractor Performance Evaluation form is attached.  Yes     N/A

## APPENDIX O

### CONTRACTOR PERFORMANCE EVALUATION

BID/PROPOSAL NO: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

PROJECT MANAGER: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

DATE PROJECT COMPLETED: \_\_\_\_\_

Completed on time? \_\_\_\_\_

Days ahead of schedule \_\_\_\_\_

Days behind schedule \_\_\_\_\_

Project adequately executed as planned by Contractor \_\_\_\_\_

Personnel cooperative/communicative \_\_\_\_\_

Report / Deliverable requirements met \_\_\_\_\_

Subcontractors satisfactory \_\_\_\_\_

Within cost \_\_\_\_\_

Amount under budget \_\_\_\_\_

Amount over budget \_\_\_\_\_

Recommended for future contracts \_\_\_\_\_

**OVERALL PERFORMANCE**

Evaluation scale = 0 Not recommended for future work

1 – 3 Poor

4 – 5 Less than adequate\*

6 – 7 Adequate

8 – 9 More than adequate

10 Excellent

COMMENTS: \_\_\_\_\_

\*For evaluation scores of five (5) or less, the Project Manager shall provide specific examples of deficient performance, include additional pages as necessary.