

# CITY OF PORT ST. LUCIE

## **Procurement Management Department**

121 SW Port St. Lucie Blvd.-Port St. Lucie FL 34984

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Dear Vendor:

The purpose of this guide is to explain the purchasing process by which the Procurement Management Department, and the City's delegated purchasing staff supply needed commodities and services to City departments.

It is the intent of the City to procure the necessary equipment and services at the lowest possible cost, consistent with the quality needed to meet the requirements of government. In addition, we want to ensure that the taxpayers receive the maximum value for each dollar expended. Every purchase should be made in the public's interest and provide all vendors a fair and equal opportunity to compete.

Please take a few minutes to review the Vendor Guide. This guide is written to acquaint you with some of the policies and procedures of the Procurement Management Department, which are also applicable to other City departments. This guide addresses those most commonly asked questions and, as such, may not answer all of your questions. If you would like additional information, please write or call the Procurement Management Department.

Thank you for your interest, and we look forward to doing business with you in the future.

Cheryl Shanaberger, Director

Procurement Management Department

NOTE: This is provided for general informational purposes only. Nothing contained herein shall be construed to amend, modify, override or nullify any statute, administrative rule, policy or procedure of the City of Port St. Lucie, or the provision of any document used in any competitive procurement.

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Most vendors are constantly looking for new markets for increased sales and a reasonable profit. This is ideal from the City's viewpoint because the City is constantly looking for innovative, reliable, and competitive vendors who have know-how, and can demonstrate more effective and efficient ways of satisfying the City's requirements. This practical guide to selling to the City is intended to help achieve expanded and mutually satisfactory vendor/purchasing relationships.

## **1. THE LAWS AND CITY PURCHASING**

City Ordinances and State Laws govern the purchase of goods and services. These Ordinances and Laws:

1. Place authority and responsibility for all City purchases within the Procurement Management Department. The Division develops policies, procedures and rules to fulfill the requirements of all applicable Ordinances and Laws.
2. Permit the Division to delegate authority for purchasing to other City departments.
3. Ensure that fair and open competition exists in all procurement activities in order to avoid the appearance of and prevent the opportunity for favoritism and to inspire public confidence that contracts are awarded equitably and economically.

## **2. LEVELS OF PURCHASING DELEGATION**

The Procurement Management Department delegates authority for some purchases to other departments. Purchases of goods and services that are on going and are common to several departments generally are consolidated under standard specifications, which are developed into contracts or joint departmental purchases. The Procurement Management Department develops and issues City contracts that tell the departments who the vendors are, what the prices are, and how to order. The Procurement Management Department and/or the departments issue orders to the contractor to fill their needs from these contracts. Whenever applicable, Blanket Purchase Orders or Visa Orders will be issued from the departments which will have the authority to order items when needs arise. The ordering department authorizes payment. These contracts are available for use by other departments within the City. The Procurement Management Department coordinates, consolidates, and makes volume purchases of commonly used commodities for agencies of the City, periodically utilizing annual term contracts. That department issues a request to order for goods and services that are one-time in nature or that are unique to one agency, depending on the dollar amount.

## **3. WHO IS BUYING AND WHERE**

The City's Procurement Management Department located in the Administration Building A, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 where all purchases regardless of the dollar amount are processed. It is the responsibility of the Procurement Management Department to review every purchase and ultimately has the authority to disapprove any purchase that is not in the best interest of the City. It is also the Procurement Management Department responsibility to mediate in any controversy between the City and the vendor or contractor.

Although the Procurement Management Department has the above referenced responsibilities, every department within the City has the authority to make purchases and request quotes when the dollar amount is under twenty-five thousand dollars (\$25,000.) Vendors and/or Contractors will be requested by these departments to pay site visits, give demonstrations, and to give quotations.

## **4. BIDDING – THE HEART OF CITY PURCHASING**

Through the bidding process, the City accomplishes economy in our purchasing because the City awards to the bidder that will provide the best value.

General Criteria for Award: Recommendations for award of bids are made to the City Council based on the best value to

the City meeting all conditions and requirements of the specifications.

1. The following criteria will be used to select the bid that will provide the best value to the City:
  - a. Has sufficient financial resources to complete the order.
  - b. Can meet quoted delivery considering all other business commitments.
  - c. Has a satisfactory record of performance.
  - d. Has adequate staffing to fulfill requirements.
  - e. Has the necessary production, technical equipment and facilities (or ability to readily obtain them).
  - f. Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
  - g. Is a manufacturer, supplier, authorized distributor or vendor for the requirement.
  - h. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
  - i. Has bid within a competitive price range in relation to the needed goods, services or construction.
  - j. The skill and experience demonstrated by the bidder in performing contracts of a similar nature.
  - k. The bidder's past performance.
  - l. Has met all requirements of the solicitation (delivery, quality and price).
  - m. Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.
  - n. Has met bid security requirements. Lack of security, where required, is a material nonconformity.
2. Price: The element of price is but one of the criteria elements. When considering a proposal:
  - a. Evaluate the pricing offered by the bidder; consider lifecycle costing, depreciation, and service contracts.
  - b. Determine what proposal provides the best value to the City.

Should there be reason not to award to the lowest bidder, the decision must be fully explained in a memo from the requesting department for formal evaluation by PMD staff.

## **5. UNDERSTANDING BUYING & SELLING LEVELS**

Levels of purchasing are utilized to clarify and assign responsibility within the purchasing function. Presently there are three levels of purchasing goods/services which are: 1) under \$1,000.00, 2) \$1,000.00 to \$24,999.99, 3) \$25,000.00 and over.

Purchases within Category 1 are made from vendors who are supplying the item at a reasonable price and with an appropriate quality level using good purchasing practices. Purchases in this category are generally procured with a Visa card. Purchases within Category 2, under \$25,000.00, require a minimum of three(3) quotations. The departments using DemandStar's quote wire process usually request these quotations. These are facsimile responses. Departments are encouraged to seek the lowest possible quote for these items. Occasionally the Procurement Management Department (who has exclusive authority) will randomly check orders to obtain more competitive bidding.

Purchases that fall in Category 3 require, in accordance with City Ordinances, a Sealed Bid/Proposal. Sealed Bids are issued from the Procurement Management Department. This procedure is a process of cooperation between the requesting department and the Procurement Management Department. The Procurement Management Department has the responsibility of making sure that all Standard Specifications and warranties and guarantees are included in the bid package and works with the using departments with the technical specifications.

Official Sealed Bids and Proposals are solicited and advertised twice in local newspapers. Advertisements for invitations to bid shall appear no less than ten calendar days prior to the opening of an invitation to bid. In addition, these legal notices may appear in other media sources selected by the Procurement Management Department. Proposals are also available from the City's web page at [www.cityofpsl.com](http://www.cityofpsl.com).

Bid opening dates and times are adhered to in accordance with the law. Any offers received after the bid opening date and time will not be considered and rejected as late.

## **6. FAIR AND OPEN COMPETITION**

The City of Port St. Lucie promotes free and open competition through its bid specifications. In addition, the City strives to design specifications for compatibility with standard trade practices and to use procedures in accordance with the law and prudent business practice. Potential bidders are encouraged to advise the City if they feel any language and/or requirement of a specification inadvertently restricts or limits competition; if, in their judgement, specifications do not comply with standard trade practices or impose an impractical or unreasonable procedural burden.

## **7. BIDDERS LISTS (HOW THE LIST IS USED)**

DemandStar.com™ maintains a list of potential bidders, categorized by products and services, for the solicitation of Invitations to Bid and Requests for Proposal. Other City departments use these lists.

Potential vendors/contractors may apply to be placed on the City's Bidders List by contacting DemandStar.com by calling **800-711-1712** or sign up on line at their web site [www.demandstar.com](http://www.demandstar.com). These lists are categorized utilizing the National Institute of Governmental Purchasing Commodity/Service Code System.

Notification of a request for proposal is sent by DemandStar to all vendors registered, as providing the requested service or commodity. An active application does not legally entitle a vendor/contractor to any particular solicitation, and, therefore, vendors/contractors must remain vigilant in checking legal notices for Invitations to Bid.

## **8. ADDITION, DELETION OF BIDDERS AND VENDORS TO THE BIDDER'S LIST**

The City may not accept bids/proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

City Manager has full discretion to debar or suspend any vendor without cause.

## **9. RECEIPT AND OPENING OF FORMAL BIDS REQUEST FOR PROPOSALS**

It is the bidder's/I's sole responsibility to ensure that a bid/proposal is physically delivered to the Procurement Management Department prior to the time and the date specified. Late bids/proposals will not be opened and will be rejected unopened, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the bidder/I.

Likewise, bidder/proposers must ensure that bids/proposals submitted as the result of Invitations to Bid or Request for Proposals are sealed prior to delivery. Either an envelope or box may be used. The container must be clearly marked with the vendor's name, submittal address, bid/proposal number, date and time of opening.

When a bid/proposal requires submittal in two containers (one for response, one for pricing), the contents of the two containers constitute the bid and must be submitted simultaneously.

The bidders/proposers and the public are invited, but not required, to attend the formal opening of bids/proposals. The sealed bids or requests for proposals will be opened by a designated official on the date and time specified. The public reading of the bid will consist of the name of the firm and pricing; the public reading of a request for proposal will consist of the names of firms who submitted responses but will not include pricing information. No activity on the part of bidders/proposers at an opening, other than attendance and note taking, is permitted. Any attempt to qualify or change

any bid/proposal by any bidder/I in attendance may result in the rejection of that respondent's bid or proposal. Prices will be read aloud to the public when practical. No decisions related to an award, contract or purchase order will be made at the opening.

All bids and tabulation sheets are posted on the City's web site and on DemandStar web site.

## **10. CANCELLATION OF INVITATION TO BID/REQUEST FOR PROPOSAL**

An Invitation to Bid or Request for Proposal may be rejected any time prior to an award.

## **GENERAL PURCHASING INFORMATION**

### **11. BONDING AND SURETIES**

While there may be cases where bid bonds, payment bonds, or performance bonds are required, the City is committed to use bonds only when specifically justified. Bonding is recognized as a possible impediment to a new or small business enterprise and, as such, is not called on a routine or general basis. Bonds will be subject to the provisions and limitations of Section 255:05, Florida Statutes.

### **12. BIDDING CORRESPONDENCE**

Any question concerning the bid should be directed in writing to the Contract Specialist in the Office of Management & Budget whose name is listed on the Invitation to Bid. The person corresponding should specify the bid number and the bid opening date. No interpretation shall be considered binding unless provided in writing.

### **13. BID ERRORS**

Prior to submission of bids, errors may be corrected by lining out and entering the substituted words or figures. The person signing the bid shall initial the change. In the case of errors in the extension of price, the unit price will govern. Vendors are urged to examine all documents before submission, failure to do so will be at bidder's/I's risk.

### **14. MODIFICATION OR WITHDRAWALS OF BIDS**

Bids may be modified or withdrawn prior to the bid opening date and time specified in the bid. Generally, no bidder may withdraw a bid after the opening. Request for withdrawal may be considered if received by the Procurement Management Department, in writing, within 72 hours after the bid/proposal opening time and date. Requests received in accordance with this provision may be granted by the PMD upon proof of the impossibility to perform based upon an obvious error on the part of the bidder or offeror. Bidders may be allowed to clarify a specific portion of a bid upon request of the procurement agent.

### **15. SAMPLES AND/OR LITERATURE**

Any samples or descriptive literature requested in the request for bid must be provided free of charge. Samples which are not destroyed by testing will be returned, at the bidder's expense, upon request. Samples submitted by successful

bidders may be kept for the duration of the contract for comparison with shipment(s) received.

## **16. SPECIFICATIONS**

Unless a vendor specifies otherwise in the bid reply sheet, it is assumed that the vendor is bidding in strict accordance with the specifications in the bid package. When merchandise is received that does not meet these specifications, it will be returned to the vendor, shipping charges collect.

## **17. NEW EQUIPMENT**

All supplies and equipment offered and furnished must be new and of current production unless the request for bid specifically permits offer of used or recycled items. Re-manufactured or re-constructed items are not considered new.

## **18. TRADE-INS**

The City may request bids for new equipment employing trade-ins or used equipment. In such cases, a trade-in price quotation will be requested of trade-in purchases and a separate price quotation without trade-in for the requested equipment. The City reserves the right to purchase equipment either with or without the trade-in.

## **19. SUBSTITUTIONS**

Substitution is defined as shipment of an item that materially conforms to the specifications but is technically different from the item bid. Substitution requires the approval of the buyer prior to shipment. Any products delivered that do not meet the specifications will be returned to the vendor at the vendor's expense. When a shipment or product is returned, the vendor must make immediate replacement with acceptable merchandise or the City may seek remedies for default.

## **20. BACK ORDERS**

If it is necessary to back order any items, the vendor should notify the agency and advise of expected delivery or shipment date. If this date is not acceptable, the City may seek remedies for default.

## **21. DEFAULT BY VENDOR**

In case of any default by the contractor, the City may procure the product or service from other sources and hold the contractor responsible for any damage incurred including, but not limited to, excess cost or handling charges. The City has the right to remove any contractor who defaults on any contract with the City from all City bidder lists.

## **22. PACKAGING**

All packaging must conform to the award standard acceptable to the trade and required by ICC regulation. A packing slip or invoice must accompany all shipments and reference the purchase order number, contract number or Visa number.

## **23. INSPECTION**

All materials, equipment, and supplies are subject to inspection and test; items that do not meet specifications will be rejected.

## **24. PROMPT PAYMENT**

After delivery of commodities or services ordered, the vendor must prepare and submit an original and appropriate number of copies of the invoice for payment to the receiving department specified in the purchase order or contract.

Vendors can expedite payment by preparing and mailing in accordance with the instructions given on the purchase order or VISA order. For large orders requiring partial or periodic deliveries and involving sizable amounts of money, separate invoices may be submitted for each delivery.

The contractor shall be paid upon submission of properly completed invoices to the purchaser. The invoice(s) shall be at the prices stipulated on the contract at the time the order is placed. Payment occurs after delivery and acceptance of goods and the invoice(s) shall reflect discounts or deductions, if any are provided.

## **25. PAYMENT BY PURCHASE ORDER**

Invoices shall contain the contract number, purchase order number, contractor's name, and federal employer identification number. Failure to follow these instructions may result in delay in processing invoices for payment.

## **26. PAYMENT BY VISA**

After delivery of commodities or services ordered, the vendor must prepare and submit an original detailed receipt and charge slip. The receipts shall be at the prices stipulated on the contract at the time the order is placed. The receipts shall be original and provide complete detail, items, quantity, unit price and total price. Payment occurs after delivery and acceptance of goods and services. The receipts shall reflect all discounts and deductions.

Receipts shall contain the contract number or quote number, Visa account number, the name of the person that requested the order, the name of the requesting department, the contractor's name, and federal employer identification number. Failure to follow these instructions may result in filing of a dispute.

All Visa receipts are to be mailed to the requesting City department to the attention of the person placing the order and address of the Visa card.

## **27. PAYMENT BY CASH**

As a standard, cash terms shall be Net 30 Days. The payment period shall be calculated from the date acceptable invoices are received and approved as required by the contract or the date goods and/or services are received and accepted which ever last occurs. Cash discounts, which are relative to payment date, will not be considered when evaluating Bids.

## **28. ACCEPTANCE**

The delivery of a City contract, purchase order, quote order or Visa order with a valid signature constitutes acceptance of the offer to sell and consummates a binding contractual agreement.

## **29. CONVICTED VENDOR LIST & PUBLIC ENTITY CRIME**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

A public entity crime is a violation of any state or federal law by a person directly related to the transaction of business with any public entity or police subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services; any lease for real property; or any contract for the construction or repair of a public building or public work involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

## **30. CODE OF ETHICS**

The Procurement Management Department are members of the following professional purchasing organizations and as such are bound by their Code of Ethics: the National Association of Purchasing Managers (Principles and Standards of Purchasing Practice); the Florida Association of Public Purchasing Offices, Inc. (Code of Ethics); and the National Institute of Governmental Purchasing, Inc. (Code of Ethics).

## **31. TERM CONTRACTS**

Contracts developed by the Procurement Management Department are for a specific period of time and are defined in each order or contract.

## **OTHER PROCUREMENT METHODS**

The City also provides for other methods of purchasing. The City uses these methods when competitive bidding is not possible or may not be in the best interest of the City. They are:

### **32. SINGLE/SOLE SOURCE PURCHASE**

Sole source or a single source purchases are defined as being non-competitive in price or availability and may be excepted from the competitive-solicitation requirements.

All sole source and sole provider purchases must be bid out on the City's Quote system for a period of at least 7 business days. The Director of the Procurement Management Department or his designee must approve sole source purchases under the \$25,000 bid threshold.

The City Council must approve sole source purchases over \$25,000.00. On recommendation by the City Manager, the City Council by affirmative vote, may authorize the purchase, or authorize the making of an offer to purchase from: one source of supply, surplus, used buildings, furniture, fixtures, equipment, and material after the electronic posting for 7 business days and the department has provided in writing that the services are only available from a single source.

### **33. EMERGENCY PURCHASE**

An emergency purchase may be used only when necessitated by a sudden turn of events (i.e., acts of God, riot, fires, flood, or circumstances beyond control of the agency) with an immediate danger to public health, safety, welfare or substantial loss to the City.

### **34. RECEIPT OF ONE SEALED BID/RFP**

May be used when a single bid response is received. The decision to award to a lone bidder is made by Council. If no bids are received, the Procurement Management Department will re-issue the bid.

### **35. VERBAL ORDERS**

Vendors should be cautioned that City policy dictates that they must have a Purchase Order or Visa before accepting an order for goods or services.

## **TIPS ON DOING BUSINESS WITH THE CITY OF PORT ST. LUCIE**

1. Be sure that your firm's name is placed on our bidder list. If your firm is not on our bidder list, please call DEMANDSTAR.COM at 1-800-711-1712 or visit the web site at [www.demandstar.com](http://www.demandstar.com).
2. Read the bid documents thoroughly and follow all instructions and conditions. Failure to do so could result in rejection of your bid.
3. Be sure when bidding that your bid is submitted before the specified closing time.
4. Follow up on submitted bids; if you are interested in who won the award the bid tabs are posted on the City web site ([cityofpsl.com](http://cityofpsl.com)) and DemandStar.com.
5. Get to know the purchasing needs of the various departments. Inquiries may also be solicited from the Procurement Management Department.
6. Notifications of request for proposals will be faxed or e-mailed by DemandStar.com to vendors. If you are not receiving bid notification, please review your commodity numbers.
7. Having a good reputation for service and reliability will assist you in doing business with the City.
8. Ask questions!

### 36. VENDOR CODE OF ETHICS

The City of Port St Lucie ("City"), through its Procurement Management Department ("PMD") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, PMD requires each vendor who seeks to do business with the City to subscribe to this Vendor Code of Ethics.

- ◆ A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
  - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
  - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
  - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer \_\_\_\_\_  
Signature \_\_\_\_\_  
Printed Name and Title \_\_\_\_\_  
Date \_\_\_\_\_

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.