



**CITY OF BONIFAY
PROCUREMENT POLICY**

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Section 1 Purpose

The mission of the Procurement Policy is to maximize the purchasing value of public funds in procurement; to provide safeguards for maintaining a procurement system of quality and integrity; and to provide for fair and equitable treatment of all persons involved in public purchasing by the City.

Section 2 Concepts

The Procurement function ensures that purchasing laws, rules, and regulations are enforced and carried out with the highest ethical standards. Strict adherence to specific ethical considerations by all City officers, employees, agents, and suppliers and contractors providing goods and services to the City is required to maintain the confidence of the public, the City, and the business community in the expenditures of City funds.

1. To procure for the City the highest quality in commodities and services at the least expense and/or the best value to enable the most significant cost effectiveness in performance to the City.
2. To encourage uniform bidding and to endeavor to obtain full and open competition on all purchases and sales.
3. To keep informed of current developments in the field of purchasing, prices, market conditions and new products to secure for the City the benefits of research done in the field of purchasing, prices, market conditions and new products and to secure for the City the benefits of research done in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations having national recognition and by private businesses and organizations.

Section 3 Definitions

For the purposes of this Policy and any documents pertaining to the use of this Policy (e.g., contracts, purchase orders, etc.), the following terms, phrases, words, and their derivations shall have the meaning given herein, unless otherwise specifically defined in any specific document.

Addendum. A document used to expand or more fully explain the terms of a bid instrument (such as an Invitation to Bid or Request for Proposals). An addendum is not to be confused with a contract amendment.

Appropriation. Legal authorization granted by a legislative body to make expenditures and to incur obligations for specific purposes. An appropriation is typically limited in both amount and time when it may be expended.

Bid. An offer of price for goods or services given explicitly to the City in response to an invitation

Brand Name or Equivalent Specification. A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other characteristics needed to meet the City requirements, and which provides for the submission of equivalent products.

Business. Any corporation, partnership, individual, sole proprietorship, joint venture, joint stock company, or any other legal entity engaged in the commercial provision of commodities, services, or labor.

Change Order. A written order amending the scope of, or correcting errors, omissions, or discrepancies in a contract or purchase order.

Commodity. A product that the City may contract for or purchase for the use and benefit of the City. It is a specific item, and it differs from the time and effort required by a provider.

Designee. The duly authorized representative of a person holding a superior position.

Emergency Purchase. An expeditious purchase of goods, services, consultant services, and/or construction to reduce an imminent or existing threat to the health, safety, or welfare of persons or property within the City.

Fixed Asset/Equipment. Any item of capital nature, of value exceeding \$5,000.00, and with an estimated life span of over three (3) years; please see Capital Asset Policy.

Invitation for Bid (Competitive Sealed Bidding). A written solicitation document used for competitive sealed bidding for the purchase of goods, services, and/or construction, when specifications are available and the selection will be based upon the lowest responsive and/or responsible bidder.

Invitation to Negotiate: A written solicitation document used for the competitive sealed bidding of the purchase of goods or services when the scope of the project is not certain and the City desires input from the vendors on the project specifications.

Irregularity. Any change or omission in an offer or contract that does not have an adverse effect on the City's best interest, and does not affect the outcome of the source selection

process by giving an offer or an advantage or benefit not enjoyed by any other offeror, and, consistent with applicable laws.

Material Mistake. Any deviation or variance from the bid requirements or other mistake that gives one bidder a substantial advantage over other bidders. A non-material mistake is any mistake that does not affect price, does not give one bidder an advantage or benefit not enjoyed by other bidders, and does not adversely affect the interests of the City.

Personal Property. Property consisting of movable articles that are either tangible, such as furniture or computers, or intangible, such as stocks, bonds, or licenses.

Posting. An act whereby the City places on a bulletin board, in a designated location, in the local newspaper, and/or on the City website, a listing which indicates the City's recommendations for bid awards and solicitations for bids and proposals.

Pre-Bid Conference. A meeting held with prospective bidders before solicitation of, or the date of receipt of bids or proposals, to recognize state-of-the-art limits, technical aspects, specifications, and standards relative to the subject, and to elicit expertise and bidders' interest in pursuing the task.

Professional Services. The technical, and/or unique functions performed by independent contractors whose business is the rendering of such services. This includes accountants, appraisers, attorneys, auditors, medical professionals, architects, engineers, surveyors, management and systems consultants, researchers, artists, and other professionals as designated by the procurement services manager.

Proposal. An executed formal document submitted to the City stating the goods, consultant services, and/or services offered to satisfy the need as requested in the request for proposal.

Purchase/procurement. Buying, purchasing, renting, leasing, or otherwise acquiring any supplies, materials, equipment, goods, consultant services, construction, and/or services required by the City for public purposes.

Purchase Order. The City's official legal document of contract between the City and contractor, issued separately or in conjunction with other documents, whether electronic or mechanical, which delineates the responsibilities of both parties in the provision of, and payment of goods and services required by the City.

Quotation. Any oral or written informal offer by a vendor to the City to furnish specific goods and/or services at a stated price.

Request for Bids. A solicitation of responses for goods and/or services for which the scope of work, specifications, or contractual terms and conditions are well defined.

Request for Proposals. A solicitation of responses for goods, consultant services, and/or services for which the scope of work, specifications, or contractual terms and conditions

cannot be well defined. Evaluation of a proposal or response is based on prior-established criteria, which involve more than just price. The RFP shall state the relative importance of price and other evaluation criteria.

Request for Qualifications: A solicitation of responses for services where the specifications of required services are broad and specialized in nature, such as attorneys, auditors, CPA's, etc.

Request for Quotation. An informal request, either oral or written, to solicit prices for specific goods and/or services.

Responsible Bidder. A vendor submitting a bid who has the capability in all respects to perform fully the contract requirements and the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and having the integrity and reliability with a record of timely and acceptable past performance that will assure good faith performance.

Responsive Bidder. A vendor submitting a bid that substantially conforms with all material respects to the requirements and criteria outlined in the invitation.

Small Purchases. The procurement of commodities or services with a value within the thresholds set for this category without the requirement of quotes or bids from at least three (3) vendors. Any items purchased with an individual value of \$1,000.00 or more require a property sheet to be completed and added to the City's property inventory per established policy.

Sole-Source. A commodity that can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does not justify a sole-source purchase if there is more than one potential supplier for that item. Use of Brand Names and Model numbers does not constitute a sole source.

Specifications. A description of the physical or functional characteristics of the nature of a material, supply, service, construction, or equipment item. It may include a description of any requirement for inspection, testing, recycled or degradable materials content, or preparing a material, supply, service, construction, or equipment item for delivery.

Vendor. Any business or individual that does business with or will be or has been awarded a contract by the City.

Section 4 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. Small Purchases (Section 4.01)	\$1 - \$1,500.00
B. Purchasing Quotes (Section 4.02)	\$1,500.01 - \$40,000.00
C. Competitive Sealed Bids/Proposals (Section 4.03-4.05)	\$ 40,000.01 & above

4.01 Small Purchases

Employees are prohibited from using City accounts for personal purchases. The purchase of commodities, equipment, and services that cost less than the threshold authorized in Section 4 does not require the solicitation of quotes or bids. The Department Director or their designees shall approve small purchases.

4.02 Purchasing Quotes

The purchase of goods and services that fall within the authorized purchasing range, as specified in Section 4, shall require competitive quotations from at least three vendors. The Department Director shall obtain the quotations, and for amounts below \$10,000, shall be reviewed and awarded by the Finance Director, and amounts between \$10,000 and \$40,000 shall be reviewed and awarded by the City Council.

4.03 Competitive Sealed Bids

A. 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, where price, not qualifications, is the basis for contract award, shall be awarded by competitive sealed bidding.

B. Invitation to Bid. An invitation to bid shall be issued, including specifications, all contractual terms and conditions, and the place, date, and time for opening or submission. No later than five working days before the date for receipt of bids, a vendor shall make a written request to the City 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 before the opening of proposals. Only those communications that are in writing from the City may be considered as a duly authorized expression on behalf of the City Council. Additionally, only written and signed communications from firms or individuals will be recognized by the City Council as duly authorized expressions on behalf of proposers.

- (1) Alternate(s). Alternate bids will not be considered unless authorized by and defined in the Special Conditions of the bid specifications.
- (2) Approved Equivalents. The City reserves the right to determine acceptance of item(s) as an approved equivalent. Bids that do not comply with the stated requirements for equivalents in the bid conditions will be rejected. The procedure for acceptance of equivalents shall be included in the general conditions of the bid.

C. Public Notice. Public notice shall be made in compliance with section 255.0525, Florida Statute, and 73C-23, Florida Administrative Code, according to the following thresholds:

- (1) For contracts less than \$200,000, the notice shall be published at least twelve (12) calendar days before bid opening in a newspaper of general circulation and a nearby OMB-MSA daily newspaper.
- (2) For awards greater than \$200,000 but less than \$500,000, the notice must be advertised at least once in a newspaper of general circulation in the City where the project is located and a nearby OMB-MSA daily newspaper at least 21 days before the established bid opening and at least 5 days before any scheduled pre-bid conference.
- (3) For awards greater than \$500,000, the notice must be publicly advertised at least once in a newspaper of general circulation in the City where the project is located and a nearby OMB-MSA daily newspaper at least 30 days before the established bid opening and at least 5 days before any scheduled pre-bid conference.
- (4) Notice of the invitation to bid shall give the date, time, and place set forth for the submittal of proposals and opening of bids.
- (5) Bids or proposals shall be received and opened at the location, date, and time established in the bid or proposal advertisement.

D. Bid Opening. Bids shall be opened publicly. The City Clerk (general purchases), the Grants Coordinator (grant projects), or their designee shall open the 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 bid opener (City Clerk or Grants Coordinator), 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.

E. 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 outlined in the Invitation to Bid, which may include, but are not limited to, criteria to determine acceptability, such as inspection, testing, quality, recycled or degradable materials content, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in the 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 outlined in the Invitation to Bid, in regulations, or in this policy.

F. Bid Agenda Item. After evaluation, the bid opener will prepare a recommendation and place the item on the City Council's agenda.

G. Correction or Withdrawal of Bids; cancellation of Awards. Correction or withdrawal of erroneous bids before or after award, or cancellation of awards or contracts based on such bid 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 Invitations for Bids before the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can know by clear and convincing evidence that a mistake on a nonjudgmental character was made, the nature of the error, and the bid price actually intended. After bid opening, no changes to the bid price or other provisions of bids that are prejudicial to the City's interest or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be allowed to withdraw his bid if:

- (1) the mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or
- (2) the bidder submits evidence that 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 either the City Clerk or the Grants Coordinator.

H. 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 outlined in the first solicitation.

I. Award. The contract shall be awarded with reasonable promptness to the lowest responsible and responsive bidder whose bid meets the requirements and criteria outlined in the Invitation to Bid. The City reserves the right to waive any informality in bids and to make an award in whole or in part when either or both conditions are in the best interest of the City, providing that such waiver does not violate federal or state requirements. Any requirement that is waived must be documented and kept in the file.

- (1) Notice of Intended Award. The contract shall be awarded by written notice. A written agreement shall evidence every procurement of contractual services. Notice of the intended award, including rejection of some or all of the 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 the bid solicitation. A vendor may request, in their bidding submittal, a copy of the tabulation sheet to be mailed in a vendor-provided, self-addressed, stamped envelope for their record.
- (2) 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 4.08 of the Procurement Policy of the City shall constitute a waiver of proceedings under that section of this Policy.

J. 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 City Council. 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 resolicitation or any future procurement of similar items.

K. Disqualification of Vendors. For any specific bid, vendors may be disqualified by the City Clerk or their designee, for the following reasons:

- (1) Failure to respond to bid invitation three consecutive times within the last eighteen (18) months period.
- (2) Failure to update the information on file, including address, project or service, or business description.
- (3) Failure to perform according to contract provisions.
- (4) Conviction in a court of law of any criminal offense in connection with the conducting of business.
- (5) Clear and convincing evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.

- (6) 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.
- (7) Failure to execute a Public Entity Crimes Statement as required by Florida Statutes Chapter 287.133(3) (a).
- (8) Other reasons deemed appropriate by the City.

4.04 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, where qualifications, not price, are 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 in accordance with the provisions of Section 4.051. All other contracts that require competitive sealed proposals will be awarded in accordance with the provisions of Section 4.052.

4.041 Professional Architectural, Engineering, Landscape Architectural, and Land Surveying Services

A. 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 procuring such services, the City may require firms to submit a statement of qualifications, performance data, and other relevant information to demonstrate their ability to perform professional services.

- (1) **Scope of Project Requirements.** Before submission of the request for proposals for professional services, an item shall be placed on the agenda for approval by the City Council, indicating the nature and scope of the professional services needed, including but not limited to the following:
 - (a) The general purpose of the service or study;
 - (b) The objectives of the study or service;
 - (c) Estimated period of time needed for the service or the study;
 - (d) The estimated cost of the service or study;

- (e) Whether the proposed study or service would or would not duplicate any prior or existing study or service;
- (f) List of current contracts, prior services, or studies which are related to the proposed research or services;
- (g) The desired qualifications, in order of importance, of the person or firm applicable to the scope and nature of the services requested.

- (2) **Distribution of Project Requirements.** All persons on the City's vendor list who have indicated an interest in being considered for the performance of such professional services and any other additional parties deemed desirable by the City Clerk shall be notified of the project requirements, including 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 14 calendar days from the date of public notice, which the City Clerk shall publish in at least one newspaper of wide general circulation in the region.
- (3) **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 correcting clerical errors or other similar minor irregularities as may be allowed by the Selection Committee (defined in Section 4.051B) before making its selection of those best qualified.
- (4) **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 can reuse existing plans from a prior project. However, public notice of any plans intended for reuse at a future time shall contain a statement indicating that the plans are subject to reuse.

B. Selection Committee Membership and Evaluation. Depending on the expected complexity and expense of the professional services to be contracted, the City may select a five-member selection committee.

- (1) **The Five-Member Committee Composition.** Membership of a selection committee shall consist of persons appointed by the Grants Coordinator, including the Finance Director, the Department Head directly impacted by the decision, the Grants Coordinator, the Mayor, and an additional Department Head.
- (2) **Selection Committee Evaluation.** Only written responses to 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 who have assessed written responses and are selected for a 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:

- (a) prepare an alphabetical list of those persons determined by the Selection Committee to be qualified, interested, and available; and (b) designate no less than three persons, unless there were fewer than three submissions, on the alphabetical list considered by the selection committee to be best qualified to perform the work required.

(3) **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 who are determined to be best qualified based upon the evaluation of written responses. The determinations may be based upon, but not limited to, the following considerations: (a) competence, including technical education 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 person to actual cost of previous projects; (b) current work load; (c) financial responsibility; (d) ability to observe and advise whether plans and specifications are being complied with, where applicable; (e) record of professional accomplishments; (f) proximity to the project involved, if applicable; (g) record of performance; and (h) ability to design an approach and work plan to meet the project requirements, where applicable.

(4) **Interview and City Council 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 listed shall be considered the most qualified and shall be ranked in order of preference, starting from the top of the list. The list of best-qualified persons shall be forwarded to the City Council for approval before commencing contract negotiations. Negotiation sequence shall be based on the order of preference.

C. Negotiations by Administrative Staff.

The Administrative Staff shall conduct contract negotiations on behalf of the City of Bonifay.

Negotiation. The Administrative Staff shall negotiate a contract with the firm considered to be the most qualified to provide the services at compensation and upon terms which the Administrative Staff determines to be fair and reasonable to the City. When making

this decision, the Administrative Staff shall consider the estimated value, scope, complexity, and professional nature of the services to be rendered. Should the Administrative Staff be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm shall be formally terminated. The Administrative Staff shall then undertake negotiations with the second-most qualified firm. Failing to accord with the second most qualified firm, the Administrative Staff shall formally terminate negotiations. It shall then undertake negotiations with the third most qualified firm. Should the Administrative Staff be unable to negotiate a satisfactory contract with any of the selected firms, the staff shall select additional firms in order of their competence and qualifications. The Administrative Staff shall continue negotiations in accordance with this selection until an agreement is reached or until a determination has been made not to proceed with contracting services. Upon successful negotiations, the proposal will be presented to the City Council for final approval.

4.042 Other Competitive Sealed Proposals (non-287.055 services)

A. Conditions for use. All contracts required by Section 5.05 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.

B. 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 4.051.

C. City Council Approval. Proposals anticipated to exceed the threshold established in Section 4 for Competitive Sealed Proposals shall be approved by the City Council before solicitation.

D. Public Notice. Adequate public notice of the Request for Proposals shall be given in the same manner as provided in subsection 4.04C of this policy for competitive sealed bidding.

E. Evaluation Factors. The Request for Proposals shall state the relative importance of the criteria outlined in the scope of services.

F. Proposal Cancellation or Postponement. The City Clerk may, before a proposal opening, elect to cancel or postpone the date and/or time for proposal opening or submission.

G. Revisions and Discussions with Responsible Offerors. As provided in the request for proposals and under regulations promulgated by the City Council, discussions may be conducted with responsible offerors who submit proposals deemed qualified for selection, to clarify and ensure a complete 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 submissions and before 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 proposers prior to the City Clerk making a written recommendation of award to the City Council. As part of the recommendation, the City Clerk shall conduct a cost analysis, including an evaluation of profit, based on a cost breakdown provided by the firm of its proposed price.

H. Award. The City Council shall make an award to the lowest responsible offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors outlined in the Request for Proposals. No other factors or criteria shall be used in the evaluation criteria that are not included in the Request for Proposal.

4.05 Sole Source

A. Sole Source Certification. A contract may be awarded for a supply, service, material, equipment, or construction item(s) without competition when the City Clerk with the concurrence of the City Council, certifies in writing, after conducting a good faith review of available sources, that there is only one available source for the required material, supply, service equipment, or construction item(s). Such awards will be made within the authorized procurement limits. When a purchase exceeds five thousand dollars (\$5,000), the item will be placed on the agenda for Council approval and clarification that the vendor has been determined to be a sole source. All purchases exceeding twenty-five thousand dollars (\$25,000) will require prior DEO approval.

4.06 Cooperative Purchasing

A. State Contracts. The City Clerk 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.

B. Other Governmental Units. The City Clerk shall have the authority to join with other units of government in cooperative purchasing ventures when the best interests of the City would be served thereby, and the same is in accordance with this policy and with City and State law.

4.07 Bid Protest

A. Right to Protest. Any actual prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation, award, or contract may protest to the City

Council. Protestors shall seek resolution of their complaints initially with the City Clerk and secondly with the City Clerk before protesting to the City Council.

B. Filing a Protest. Any person who is adversely affected by the decision or intended decision of the City shall file with the City Clerk a notice of protest in writing within 72 hours after the posting of the bid tabulation or after receipt of the notice of intended decision and file a formal written protest within 10 calendar days after the date he/she filed the notice of protest. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this Section. A written protest is filed with the City when it is delivered to and received in the office of the City Clerk.

- (1) 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 summary of the basis of the protest.
- (2) The formal written protest shall: identify the protestant and the solicitation involved; include a plain, clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protestant deems applicable to such grounds; and specifically request the relief to which the protestant deems himself entitled by application of such authorities to such grounds.

C. Settlement and Resolution. The City Clerk shall, within 14 days of the formal written protest, attempt to resolve the protest prior to any proceedings arising from the position. Provided, however, if such a settlement will have the effect of determining a substantial interest of another party or business, such a settlement must be reached in the course of the proceedings provided herein.

D. Protest Proceedings. If the protest cannot be resolved by mutual agreement, the City Clerk or designated person shall conduct a protest proceeding in accordance with the following procedures.

(1) Protest Proceeding Procedures

- (a) The presiding officer shall give reasonable notice to all substantially affected persons of businesses. Otherwise, petitions to intervene will be considered on their merits as received.
- (b) At or before the protest proceeding, the protestant may submit any arguments that they deem relevant to the issues raised.
- (c) In the proceeding, the protestant, or his representative or counsel, may also make an oral presentation of his evidence and arguments. However, neither direct nor cross-examination of a witness shall be

permitted, although the presiding officer may make whatever inquiries he/she deems pertinent to a determination of the protest.

- (d) The judicial rules of evidence shall not apply, and the presiding officer shall base his/her decision on such information given in the course of the proceeding upon which reasonable, prudent persons rely in the conduct of their affairs.
- (e) Within seven (7) working days of the conclusion of the proceeding, the presiding officer shall render a decision which sets forth the terms and conditions of any settlement reached. Such a decision of the presiding officer shall be conclusive as to the recommendation to the City Council.
- (f) Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.

- (2) **Intervenor.** The participation of intervenors shall be governed by the terms of the order issued in response to a petition to intervene.
- (3) **Time Limits.** The time limits for filing protests, as provided herein, may be altered by specific provisions in the invitation for bids or request for proposals documents.
- (4) **Entitlement to Costs.** In no case will the protesting bidder or offeror be entitled to any costs incurred in connection with the solicitation, including bid preparation costs and attorneys' fees.

E. Stay of Procurement During Protests. In the event of a timely protest under Subsection A of this Section, the City Clerk shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or unless the City Council decides that the award of a contract without delay is necessary to protect the substantial interests of the City.

4.08 Contract Claims

A. Authority of the City Clerk to Settle Bid Protests and Contract Claims. The City Clerk 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, before an appeal to the City Council or the commencement of an action in a court of competent jurisdiction of \$1,000.00 or greater in value without the prior approval of the City Council.

B. Decision of the City Clerk. All claims by a contractor against the City relating to a contract, except for a bid protest, shall be submitted in writing to the City Clerk for a

decision. The contractor may request a conference with the City Clerk on the claim. Claims include, without limitation, disputes arising under a contract, as well as those based on breach of contract, mistake, misrepresentation, or other grounds for contract modification or rescission.

C. Notice to the Contractor of the City Clerk's Decision. The City Clerk's decision shall be promptly issued in writing and immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the conclusion reached and shall inform the contractor of his appeal rights under Subsection D of this Section.

D. Finality of the City Clerk Decision; Contractor's Right to Appeal. The City Clerk's decision shall be final and conclusive unless, within ten calendar days from the date of receipt of the decision, the contractor files a notice of appeal with the City Council.

E. Failure to Render Timely Decision. If the City Clerk 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.

4.09 Remedies for Solicitations or Awards in Violation of Law

A. Prior to Bid Opening or Closing Date for receipt of Proposals. If, before the bid opening or the closing date for receipt of proposals, the City Clerk, after consultation with the City Attorney, determines that a solicitation violates federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable law.

B. Prior to Award. If, after bid opening or the closing date for receipt of proposals, but before the award contract, the City Clerk, after consultation with the City Attorney, determines that a solicitation or a proposed award of a contract violates federal, state, or municipal law or ordinance, then the solicitation or proposed award shall be canceled.

C. After Award. If, after award, the City Clerk, after consultation with the City Attorney, determines that a solicitation or award of a contract violated applicable law or ordinance, then:

(1) if the person awarded the contract has not acted fraudulently or in bad faith:

(a) the contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the City; or

(b) the contract may be terminated, and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the

contract plus a reasonable profit, but excluding attorney's fees, before termination; or

- (2) 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

5.1 Contract Provisions

A. 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 City Clerk may, upon consultation with the City Attorney, vary any such standard contract clauses for any particular contract.

B. 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 agreement. The City Clerk, after consultation with the City Attorney, may propose provisions appropriate for supply, service, or construction contracts, addressing, among others, the following subjects:

- (1) The unilateral right of the City to order, in writing, changes in the work within the scope of the contract;
- (2) The unilateral right of the City to order in writing the temporary stopping of the work or delaying performance that does not alter the scope of the contract;
- (3) Variations occurring between the estimated quantities or the working contract and the actual quantities;
- (4) Defective pricing;
- (5) Time of performance and liquidated damages;
- (6) specified excuses for delay or nonperformance;
- (7) Termination of the contract for default;
- (8) Termination of the contract in whole or in part for the convenience of the City;

- (9) Suspension of work on a construction project ordered by the City;
- (10) 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;
 - (a) When the contract is negotiated;
 - (c) When the contractor provides the site or design; or
 - (d) When the parties have otherwise agreed with respect to the risk of differing site conditions;
- (11) Value engineering proposals;
- (12) Remedies;
- (13) Access to records/retention records;
- (14) Environmental compliance; and
- (15) Prohibition against contingent fees;
- (16) Insurance to be provided by contractor covering employee, property damage, liability, and other claims, with requirements of certificates of insurance and cancellation clauses;
- (17) Bonding requirements as set by the City Council;
- (18) Causes of and authorization for suspension of contract for improper contractor activity.
- (19) The required contract clauses, as modified, under 2 CFR 200.326 and 2 CFR Part 200, Appendix II

5.2 Price Adjustments

A. Methods 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:

- (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (2) By unit prices specified in the contract or subsequently agreed upon;

- (3) By the 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;
- (4) In such other manner as the contracting parties may mutually agree;
- (5) 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.

B. Cost 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.

5.3 Change Orders/Contract Amendments

Change orders and contract amendments, which provide for the alteration of the provisions of the contract, may be approved by the City Clerk based upon the dollar value of the change or amendment. The purchasing categories thresholds designated in Section 4.01 shall govern the appropriate level of approval.

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.

5.5 Right to Inspect Plant

The City may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be granted, 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 Council

Nothing in this Policy shall be deemed to abrogate, annul, or limit the right of the Council, in the best interests 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 program requirements.

Section 7 City Procurement Records

A. Contract File. All determinations and other written records of the solicitation, award, or performance of a contract shall be maintained for the City in a contract file.

B. 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.

Section 8 Specifications

8.1 Maximum Practicable Competition

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

8.2 Use of Brand Name or Equivalent Specifications

A. Use. Brand name or equivalent specifications may be used when the City determines that:

- (1) No other design, performance, or qualified product list is available;
- (2) Time does not permit the preparation of another form of purchase description, not including a brand name specification;
- (3) The nature of the product or the nature of the City requirements makes use of a brand name or equivalent specification suitable for the procurement; or
- (4) Use of a brand name or equivalent specification is in the City's best interest.

B. Designation of Several Brand Names. Brand name or equivalent specifications shall seek to designate three, or as many different brands as are practicable, as "or equivalent" references and shall further state that the substantially equivalent products to those specified may be considered for award.

C. Required Characteristics. The brand name or equivalent specifications shall include a description of the particular design, functional, or performance characteristics required.

D. 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.

E. Determination of Equivalents. Any prospective bidder may apply, in writing, for a pre-bid determination of equivalence by the City Clerk. If the prospective bidder provides sufficient information, the City Clerk may determine, in writing and before the bid opening time, that the proposed product would be equivalent to the brand name used in the solicitation.

F. Specifications of Equivalents Required for Bid Submittal. Vendors proposing equivalent products must include the manufacturer's specifications for those products in their bid submittal. Brand names and model numbers are used for identification and reference purposes only.

8.3 Brand-Name Specifications

A. 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 City Clerk decides that only the identified brand name item or items will satisfy the City's needs.

B. Competition. The City Clerk 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 4.06, Sole Source Purchases.

Section 9 Ethics in Public Contracting

9.1 Criminal Penalties

To the extent that violations of the ethical standards of conduct outlined 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 outlined in this part.

9.2 Employee Conflict of Interest

A. Participation. It shall be unethical for any City employee, officer, or agent to participate directly or indirectly in the procurement or administration of a contract. A conflict of interest would arise when:

- (1) The City employee, officer, or agent;
- (2) Any member of his immediate family;
- (3) Their partner; or
- (4) An organization that employs, or is about to employ, any of the above has a financial or other interest in the firm selected for award. The officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

B. Blind Trust. A City employee, officer, agent, or any member of their family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest concerning matters of that financial interest.

9.3 Contemporaneous Employment Prohibited

It shall be unethical for any City employee participating directly or indirectly in the procurement process to become or be employed by any person contracting with the City.

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 any other person.

9.5 Gratuities and Kickbacks

A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any City employee, officer or agent or for any City employee, officer or agent to solicit, demand,

accept, or agree to accept from another, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase requests, influencing the content of any specification or procurement standard rendering of advice, 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 therefor.

B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on 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.

C. Contract Clause. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously outlined in every contract and solicitation, therefore.

9.6 Sanctions

A. Employee Sanctions. Upon violation of the ethical standards by an employee, officer, or agent, the City, or other appropriate authority, may:

- (1) impose one or more appropriate disciplinary actions as defined in the City Personnel rules and Regulations, up to and including termination of employment; and
- (2) may request investigation and prosecution.

B. Non-employee Sanctions. The Council may impose any one or more of the following sanctions on a non-employee for violation of the ethical standards:

- (1) written warnings;
- (2) termination of contracts; or
- (3) debarment or suspension in accordance with applicable state and federal laws.

9.7 Recovery of Value Transferred or Received in Breach of Ethical Standards

A. General Provisions. The value of anything transferred or received in breach of the ethical standards outlined in this policy by a City employee or non-employee may be recovered from both the City employee and the non-employee.

B. Recovery of Kickbacks by the City. Upon showing that a subcontractor made a kickback to a 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. Additionally, the amount may also be recovered from the subcontractor who made the kickback. Recovery from one offending party shall not preclude recovery from other offending parties.

Section 10 Federal Policy Notice

10.1 Patents

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

A. 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 invention arising out of the contract.

B. 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.

10.2 Notice of Federal Public Policy Requirements

A. 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:

- (1) Equal employment opportunity;
- (2) Affirmative action;
- (3) Fair labor standards;
- (4) Energy conservation;
- (5) Environmental protection; or
- (6) Other similar socio-economic programs

B. Notice. The City Clerk shall include in the contract all necessary provisions that give the contractor notice of these requirements. Where applicable, the City Clerk shall include in the contract provisions the requirement that the contractor provide a similar notice to all of its subcontractors.

Section 11 Payment to Vendors

All payments to vendors shall also be in accordance with the amended "Prompt Payment Act", Chapter 218.70-218.80, and Florida Statutes.

Section 12 Affirmative Action Program

A. Purpose and Scope. The purpose of the Affirmative Action Program is to enhance the participation of qualified minority and women-owned businesses in providing goods and services, as well as in securing construction contracts, as required by the City Council. This program describes procedures to accomplish this purpose and to monitor and evaluate progress. All Departments and Divisions under the authority of the City Council are responsible for implementing this program.

B. Policy Statement.

- (1) It is the policy goal of the City that all of the Council-approved procurement as contained within both operating and capital improvement budgets shall be:
 - (a) made available to all qualified applicants for equal consideration regardless of race, color, religion, sex, national origin, disability, age, or genetics; and
 - (b) let through a race-neutral, competitive bid process that encourages the participation of minority and women businesses or persons.
- (2) All departments and divisions under the authority of the City Council are responsible for implementing this program and for making every reasonable effort to utilize MBEs when opportunities are available. The City Clerk will take the lead in this process by actively encouraging minority- and women-owned businesses.
- (3) Regarding the implementation of this policy, the Council intends to foster economic development in the City's area by establishing its MBE goals based

on the availability of minority and women-owned businesses located within the City. This is in no way intended to limit or restrict competition. Instead, the availability of area companies will be used to guide MBE goals. Such geographical preference may be adjusted, amended, or repealed by the City Council, with or without a public hearing, as deemed necessary, provided such decision does not violate state or federal requirements.

C. 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.

D. Administrative Responsibilities. The City Clerk is responsible for coordinating the Affirmative Action Program and registration.

(1) Capital Improvement Projects

(a) Review. The City Clerk and an appropriate department representative shall review each proposed project or bid to determine the potential for utilization of MBE/WBEs, and availability of capable MBE/WBEs in the area, in relation to the scope of the bid package, and consider how a project might be broken down into sub-bids.

(b) Pre-Bid Activity

- i. Language regarding the Minority Business Enterprise Program will be inserted into bid specifications to assure that prospective bidders are aware of the requirement to make good faith efforts to utilize MBE/WBEs.
- ii. 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 different types of technical assistance.
- iii. Available plans and specifications will be made available to MBE/WBE associations, along with any special instructions on how to pursue bids.
- iv. Majority (prime) contractors on a bid list will be sent a letter outlining the Affirmative Action Program procedures, the supportive documentation required for

submittal with their bid, and a list of MBE/WBE contractors on the bid list.

- v. No contractor will be awarded a bid until the contractor has provided specific detailed documentation on how MBE/WBEs will be utilized, and the Council approves such a plan.
- vi. The MBE/WBE participation plan for a specific project and the contractor's commitment to carry out the program will become a part of the contract awarded by the City. Failure to fulfill these commitments will be deemed a breach of contract and may constitute noncompliance.

(2) Contractor Responsibilities

- (a) Contractors must indicate all MBE/WBEs contracted 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.
- (b) A contractor who determines that an MBE/WBEs, named in the bid submittal is unavailable or cannot perform will request approval from the City Clerk to name an acceptable alternate. Such requests will be approved when the contractor presents adequate documentation of the cause for the change.
- (c) A contractor's MBE/WBEs plan will utilize MBE/WBEs to perform commercially useful functions in the work bid. An MBE/WBE performs a commercially useful function when it is responsible for the management and performance of a distinct element of the total work.
- (d) Contractors are required to make good faith efforts to obtain MBENVBE 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 a waiver of MBE/WBE participation.
- (e) 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.

- (f) The contractor who is the successful bidder must request a change order for any modification to the MBE/WBE plan. Change orders require Council approval and are contingent upon the contractor's documentation of MBE/WBE involvement in the requested change, as well as the cause of the change.

(3) WBE/MBE Contractor's Responsibilities

- (a) MBEs/WBEs must register with the City Clerk to participate in the Affirmative Action Program.
- (b) MBEs/WBEs should attend pre-construction conferences to obtain information and technical assistance on projects and bid procedures in which they (MBE/WBEs) have submitted bids.

(4) Joint Venture Responsibilities

- (a) All joint ventures between minority and non-minority contractors must meet the "joint venture" definition included in this Policy.
- (b) The use by MBE/WBEs or prime contractors of "minority fronts" or other fraudulent practices that 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 enterprises will be credited with MBE/WBE participation based on a percentage 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 firm for violations of this policy and MBE/WBE specifications in the contract(s). Such liquidated damage provisions shall be in a form approved by the Council.

E. Fulfilling MBE/WBE Participation Requirements

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

F. Payment

- (1) The Council will expedite payment within thirty (30) days upon completion and acceptance of the project. Special consideration may be given to hardship cases upon notification by MBE/WBEs.
- (2) The City will provide work progress payments to all businesses at the completion and subsequent acceptance by Council representatives within various stages of a particular project.

G. Waiver of Bid Bond Requirements. The Council may, at its discretion, waive any of the requirements of this Section when it is determined to be in the best interest of the City, "provided that such waiver does not violate state or federal requirements."

H. Bid List. The City shall maintain a bid list for bid solicitations. The list shall consist of firms that apply.

- (1) The City may remove firms from the bid list for any of the following reasons:
 - (a) Consistent failure to respond to bid invitations (three (3) consecutive instances) within the last eighteen-month period; or
 - (b) Failure to update the information on file, including address, product or service description, or business description.
- (2) The City may remove firms from the bid list for the following reasons:
 - (a) Failure to perform according to contract 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 antitrust law based on the submission of bids or proposals or awarding of contracts;
 - (d) Clear and convincing evidence that the vendor has attempted to give a Council employee, officer, or agent a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Council's purchasing activity;
 - (e) Violation or circumvention of the Minority Business Enterprise Program; or

(f) Other reasons deemed appropriate by the City Council.

J. Reporting. The City Clerk or designated person will report, at least annually, to the Council on the status of the Minority Business Enterprise Program. Records will be maintained to reflect the participation of local minority and women-owned businesses, and these records will be reported.

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

Section 13 Equal Opportunity Statement

A. Policy Statement. The City of Bonifay is committed to eliminating discrimination based upon race, color, religion, sex or gender, sexual orientation, gender identity or expression, National origin, disability, age, genetics, marital or familial status, amnesty, citizenship, status as a covered veteran, or any other status protected by law regarding employment or contracting opportunities offered through the City.

B. Administrative Responsibilities. The City Clerk shall serve as the Equal Opportunity Officer.

Section 14 Reservation of Authority

The authority to issue or revise this policy is reserved for the City Council.

PASSED AND DULY ADOPTED in a Regular Meeting by a majority vote, with a quorum present and voting, by the City Council of the City of Bonifay, this 6th day of October, 2025.

Mayor

Interim City Clerk

Date

Date