

EXHIBIT A

TOWN OF JUNO BEACH, FLORIDA
PURCHASING POLICIES AND PROCEDURES

Adopted By Resolution 2024-3

DRAFT

Effective Date February 28, 2024

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Town of Juno Beach, Florida

PURCHASING POLICIES AND PROCEDURES

I. OBJECTIVE

To establish policies and procedures for the selection of vendors to procure goods and/or services for the Town. This policy will apply to all purchases of the Town irrespective of the funding source. This directive is designed to ensure that the Town procures all items at the lowest and best price consistent with the quality of materials, workmanship, or level of service performance required. No purchase of items shall be authorized unless adequate funds have been appropriated.

II. EXCEPTION

Grant agreements may contain provisions or requirements related to purchasing procedures, the disposition of fixed assets, etc., that differ from the Town's procedures. In the event that there is a conflict between a grant provision/requirement and a Town procedure, the grant provision/requirement will take precedence over the Town procedure.

III. RESPONSIBILITY

It shall be the responsibility of the Town Manager and all employees involved in the purchasing process to comply with all procedures, guidelines and instructions as set forth in this policy.

IV. DEFINITIONS

APPROPRIATION: An act by the Town Council that authorizes the expenditure of specific dollar amounts for various purposes including the purchase of items.

AUTHORIZATION: An act by an authorized officer approving the expenditure of Town funds. For the originating department, the authorizing officer is the Department Director or designee. For the Finance Department, the authorizing officer is the Finance Director or designee. For all purchases over \$253,000, authorization must also come from the Town Manager or designee.

AWARD: Award means the acceptance of a bid, offer, or proposal by the proper applicable governmental authority.

BID: A price offered by a vendor to furnish specific goods and/or services in response to an invitation for bids/advertisement, written request for quotation, or verbal request for quotation.

BLANKET PURCHASE ORDER: A single purchase order which allows for multiple releases of funds, issued as a confirmed long-term order for specified goods or services over a period not to exceed one fiscal year.

CHANGE ORDER: A modification to an original contract or change in contract scope, which occurs during the provision of contractual services which may result in an increase or decrease in contract cost and/or contract time.

CONE OF SILENCE:The Cone of Silence prohibits certain oral communications regarding a particular RFP, RFQ or bid during the period the Cone is in effect. The Cone of Silence is designed to protect the professional integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award.

COMPETITIVE SOLICITATION: The process of requesting and receiving two or more sealed bids, proposals, or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.

CONSULTANTS' COMPETITIVE NEGOTIATION ACT or ("CCNA"): The common name for F.S. §287.055, as may be amended, concerning the procurement of architectural, professional engineering, landscape architecture, and registered land surveying and mapping services, as defined by state law.

CONTINUING CONTRACT: A contract for professional services entered into in accordance with all the procedures of the CCNA between an agency and a firm whereby the firm provides professional service to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million, for study activity of the fee for professional services for each individual study under the contract does not exceed \$500,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

CONTRACT/AGREEMENT: A legally binding agreement between parties usually exchanging goods or services for money or other consideration. These contracts can be price specific, volume specific, or for a specified construction project.

CONTRACTOR: Any person or entity currently under contract with the Town.

DESIGNEE: An individual appointed by an authorized officer to approve expenditures.

ELECTRONIC: Relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

ELECTRONIC SIGNATURE: A manual or electronic identifier or the electronic result

of an authentication technique attached to, or logically associated with, a record that is intended by the person using it to have the same full force and effect as a manual signature.

EMERGENCY PURCHASE: Emergency purchases are the procurement of goods, services, consultant services and/or construction made non-competitively because in the judgment of the Town Manager/ Department Director such acquisition is necessary to remedy or mitigate the harmful effects of any actual or threatened occurrence which may pose an imminent or existing threat to the life, health, welfare, or safety of Town employees, citizens, or Town property.

~~As used in these purchasing policies and procedures, an emergency is a circumstance in which damage to Town facilities or personnel or serious damage to Town programs will result if prompt action is not taken. An emergency purchase would be required by a sudden and unexpected turn of events (acts of God, weather events, or other uncontrollable unexpected circumstances) which involves, or could involve, a threat to the health, safety, and welfare of citizens, and which can be rectified in whole or in part by the immediate purchase of items or services.~~

~~Emergency purchase orders are considered on their individual merits. They will be processed as emergencies only when the Town Manager determines that it is necessary, and will not be utilized unless the situation poses an imminent risk to health, life, property, or the environment and requires immediate action.~~

ENCUMBRANCE: Reservation of Town funds that have been authorized for a purchase that has not yet been completed.

EVALUATION COMMITTEE: A group of 3-5 persons appointed as provided for herein to recommend a vendor or vendors to provide goods or services, or both, for a particular project by ranking them in preferential order or by some other method. The Evaluation Committee is subject to the Cone of Silence provisions.

FLORIDA STATE CONTRACT: An agreement or contract with the State of Florida or any Florida State agency or any quasi-public agency or other Florida government entities' purchasing contract as long as the contract is current and was procured with the same level of formality as the Town would have otherwise required.

FISCAL YEAR: The period of time beginning on October 1 of any year and ending September 30 of the following year.

INVITATION TO BID (“ITB”): A competitive method of soliciting bids which is used when there is no substantial difference between the products or services that meet the specifications of the Town; the only real difference between the submissions is the price.

LAW ENFORCEMENT TRUST FUNDS (Forfeiture Funds): Those funds governed as to their use by Chapter 932, F.S. These funds may only enter the purchasing process after a recommendation of funding use is provided by the Chief of Police.

MINOR IRREGULARITY: A variation from the sealed competitive method, which does not affect the proposed price or give the proposer an advantage or benefit not enjoyed by other proposers, or does not adversely affect the fundamental fairness of the sealed competitive method.

OFFEROR: A bidder, proposer, vendor, or other person or entity who submits a response to a sealed competitive method or written quotations method.

PERSON: Any natural person or entity including, but not limited to, a corporation, partnership, sole proprietorship, an estate, trust, a political subdivision, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity.

PIGGYBACK CONTRACT: A contract which makes use of the practice of procuring goods and/or services through the utilization of a State of Florida public entity's award of an Invitation to Bid or Request for Proposals.

PROFESSIONAL SERVICES (PS): Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

PREPAYMENT: Payment of an agreed upon sum before receiving the item(s).

PURCHASE: The acquisition of goods or services; generally an exchange transaction where the Town procures these goods or services one time from an individual, firm, or corporation.

PURCHASE ORDER: A legal document issued by a buyer to a seller indicating descriptions, types, quantities, agreed prices, date of performance or shipment for items and other associated terms and conditions the seller will provide to the buyer over time. A purchase order is utilized to help ensure that the Town gets the number of items promised, at the price promised, for as long as it has been promised, and to monitor the ongoing spending for contracted items.

PURCHASE REQUISITION: A request to proceed with a purchase. It is also called a purchase order request. It is originated and approved by the department requiring the items. A purchase requisition is owned by the originating department and should not be changed without obtaining approval from the originating department. A purchase requisition is not a purchase order and should not be used to purchase items or be used as an authorization to pay an invoice from a

supplier or service provider.

RESPONSE: A bid, proposal, statement of qualifications or other type of response submitted by a proposer in response to a sealed competitive method or written quotations method issued by the Town.

RESPONSIVE BIDDER OR PROPOSER: A proposer who has submitted a response which conforms in all material respects to a competitive solicitation. A response of a responsive proposer must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the competitive solicitation by the due date and time.

REQUEST FOR PROPOSAL (RFP): An invitation for providers of a product or service to bid on the right to supply that product or service to the individual or entity that issued the RFP.

REQUEST FOR QUALIFICATION (RFQ): A process that requests interested consultants to submit a letter of interest and a statement of their qualifications. Consultants are evaluated upon their qualifications, expertise, and references.

REQUEST FOR QUOTATION: An informal request, either oral or written, to solicit prices for specific goods and/or services.

SEALED COMPETITIVE METHOD: A method to obtain responses and submissions from qualified vendors which conforms in all material respects to a competitive solicitation. Various methods include Invitation to Bid, Request for Proposals, Request for Qualifications and Request for Information.

SERVICES: The furnishing primarily of labor, time and/or effort by a vendor, wherein the provision of goods or other specific end products other than documents relating to the required performance is incidental or secondary.

SINGLE SOURCE: A supply source for goods or services to which purchases are directed because of issues related to standardization, warranty, or other factors, even though competitive sources may be available. All Single Source purchases must have a written justification (memo) and supporting documentation. Single Source Memos will be approved by the Town Manager prior to goods/servicing being purchased and shall be reevaluated and reapproved by the Town Manager on an annual basis at minimum.

~~A Single Source company is one in which two or more vendors can supply the commodity, technology, and/or perform the services required by the Town, but the department selects one vendor over another. The acquisition of items that for all practical purposes can only be obtained from a single vendor, usually because of limiting technology, technological compatibility with existing systems or items already in use by the Town or other unique qualities of the items that preclude a~~

~~competitor's price comparison. The Town Manager must approve all single source purchases.~~

SOLE SOURCE: A Sole Source company means that only one supplier, to the best of the requester's knowledge and belief, based upon thorough research, is capable of providing the required product or service.

A Sole Source company may provide a sole source letter to use for backup. If there is a need to verify the accuracy of the sole source vendor, the Town may place the request on Demand Star or a similar [procurement website page](#) for five days.

SUSPENSION: Action taken by the Town to temporarily disqualify a vendor from Town contracts.

TOWN: The Town of Juno Beach.

UNAUTHORIZED PURCHASE: Any purchase that commits the Town financially which is made by an individual or individuals who lack the authority to do so or is made without following established Town purchasing policies and procedures. Unauthorized purchases may be the responsibility of the purchaser.

VENDOR: A person or entity that is currently supplying any goods or services to the Town; that has supplied any goods or services to the Town within the current or prior two fiscal years; or has, by submitting a response to a currently open sealed competitive solicitation method, expressed an interest in supplying any goods or services to the Town.

WRITTEN QUOTATION METHOD: The method of obtaining (3) three written quotes from vendors who meet all the specifications and/or qualifications as set forth by the purchaser.

V. ETHICAL CONDUCT

- A. Any attempt by Town employees to realize personal gain by conduct inconsistent with proper discharge of their duties is a breach of public trust. Any effort to influence any public employee to breach the standards of ethical conduct set forth in this Policy is also a breach of ethical standards. The provisions of Town ordinances, county ordinances and state statutes shall be strictly enforced to preserve the public trust. Town personnel shall comply with the Palm Beach County Code of Ethics as well as the State of Florida Code of Ethics.
- B. The Town shall not execute a contract if there has been a violation of this section, any ethics provision of a procurement solicitation, or any local, state, or federal law, including, but not limited to:
 1. Conflicts of interest;

2. Kickbacks;
 3. Solicitation of procurement by payment of a gratuity or offer of employment;
 4. Acceptance of a gratuity or offer of employment resulting from solicitation of procurement;
 5. Violations of the cone of silence;
 6. Any other improper or unlawful attempt to influence the outcome of a procurement.
- C. Unauthorized purchasing practices. An unauthorized purchase occurs when any employee of the Town orders, contracts for, or purchases any services, materials or supplies outside the purview of the Town Charter and/or this Policy. Any individual making an unauthorized purchase may be subject to disciplinary action as appropriate, which may include termination and/or prosecution. The following are unauthorized purchasing practices:
1. Intentionally and knowingly artificially dividing purchases into multiple segments to issue single orders below the dollar threshold requirements as established herein (also known as "stringing" or "splitting purchases").
 2. Intentionally and knowingly purchasing any supplies or services above the thresholds delineated herein directly from a vendor.
 3. Obtaining items available on an existing Town term contract when one is required.
 4. Providing false information, such as false quotations (without contacting and obtaining a quotation, bid, or proposal from a vendor).
 5. Adding unauthorized purchases to previously approved purchase orders without approval of the appropriate approval authority and subsequent modification of the purchase order.
- D. Any contracting entity, including subcontractors, who are involved with developing or drafting specifications, requirements, statements of work, invitations to bid or requests for proposals shall be excluded from competing for such procurements.
- E. Consistent with the Purchasing Procedures detailed above, if any purchase is determined to be unauthorized, that purchase may be the responsibility of the purchaser.

VI. AUTHORITY AND RESPONSIBILITY

The Town has determined that purchasing and contracting decisions are managed most effectively by the end-user of the items. This approach requires that employees involved at every stage of the purchasing process take responsibility for understanding the Town's policies and procedures regarding purchasing and vendor relations.

Employees must be authorized to commit the Town's resources to make a purchase and are subject to disciplinary action up to and including the termination of employment if proper authorization is not obtained.

The Finance Department has the right to review and question any purchasing transaction.

A. **User Department**

Department personnel are responsible for the following:

1. Ascertaining needs and determining whether the purchase or contract has a public purpose.
2. Conducting price or cost analysis to ensure the Town is making the most efficient, effective, and economical purchases reasonably possible.
3. Monitoring the department's budget and verifying that funding is available prior to committing to the purchase.
4. Selecting a vendor in a fair, impartial, and consistent manner when competitive procurement is not required.
5. Initiating a purchase requisition/purchase order, if required.
6. Verifying that all purchases for their department follow the Town's purchasing policies and procedures.
7. Ensuring the proper receipt of ordered items.
8. Reviewing invoices or purchases and verifying that the receipt of ordered purchases agrees with the contract, purchase order, or quotes.
9. Forwarding invoices and/or receipts to the Finance Department in a timely manner for payment.
10. Negotiating and resolving disputes with vendors.

B. **Finance Department**

The Finance Department is responsible for:

1. Reviewing all purchases for completeness and for proper usage of accounts as well as ensuring that funding is available in the applicable budget.
2. Reviewing all purchases to ensure compliance with current purchasing policies and procedures.
3. Preparing purchase orders from completed purchase requisitions for issuance to vendors.
4. Paying invoices.

C. **Designees**

Department Directors are ultimately responsible for the purchasing

activities of their departments and must sign all purchase requisitions. Directors may delegate requisition approval authority to another employee within their department by completing a Delegation of Authority Form and sending it to the Finance Department where it will be kept on file. Directors are responsible for ensuring that their designees have access to and are knowledgeable of current purchasing policies and procedures.

VII. PURCHASE REQUISITION/PURCHASE ORDERS

Purchase requisitions and purchase orders are required for purchases greater than \$35,000 for acquisitions on continuing contracts which are not one-time purchases of items which will be delivered over time and purchased in allotments or pursuant to construction contracts or continuing contracts such as landscaping, cleaning, etc.

Vendors may request a purchase order for any item, for any amount, and it is the discretion of the department director or designee to issue the purchase requisition.

A. Purchase Requisitions

1. The originating department will be responsible for completely and accurately preparing the requisition. The purchase requisition must include descriptions, prices, quantities, terms, delivery, vendor, contract numbers, charge (account) codes and any other standard or special instructions or explanations.
2. Purchase requisitions may not be approved for any purchase that would result in spending in excess of amounts authorized in the annual budget.
3. Departments may take advantage of and "piggyback" a State of Florida or another Florida government entity's purchasing contract as long as the contract is current and was procured with the same level of formality as the Town would have otherwise required. Purchase requisitions for piggyback contract items must comply with the specifications of the piggyback contract listing.
4. If circumstances do not allow for or require competitive procurement (e.g., emergencies, sole-source, piggyback, etc.), reasons for the exception to the directive must be fully documented and approved by the Town Manager. Emergency purchases may be documented after the fact and receive formal approval after the need for the emergency has been rectified. Prior verbal approval by the Town Manager is highly recommended.

B. Purchase Orders

1. All purchase orders are to be processed prior to the purchase of goods or services from outside vendors, when necessary.

2. Blanket Purchase Orders - Blanket purchase orders permit multiple purchases from the same vendor using the same price index, and may be used when the originating department:
 - a. Needs to purchase specific items or services repetitively over a specified time period, usually one (1) fiscal year; or
 - b. Needs to frequently purchase low-dollar goods or services and can obtain more favorable pricing through volume commitments.
3. Blanket purchase orders should not be used when:
 - a. A price agreement or business terms are not negotiated with the vendor; or
 - b. Control over the department's expenditures would be weakened significantly.
4. The Finance Department will generate the purchase order once the Town Manager and the appropriate directors or designees have approved the requisition. Orders must be placed only for items included on the approved requisition.
5. Splitting orders, or even failing to combine orders when this logically should be done in the interest of economy, for the purpose of keeping total cost of each order below purchase order and/or bid limits will be construed as a deliberate evasion of this Policy, subjecting the violator to discipline per Town policy.
6. Purchase orders for which contracts have been signed and goods or services have been ordered will rollover (carry forward) into the following year.

VIII. LEASE AGREEMENTS

Department Directors are required to submit a copy of all lease agreements associated with their department to the Finance Department at the beginning of each fiscal year or when executed during the fiscal year. No lease agreement invoice will be processed without this supporting documentation. The originating department will prepare an annual requisition and the Finance Department will create and issue purchase orders from properly approved purchase requisitions. Lease invoices will then be paid by the Finance Department each month as detailed in the signed lease agreement.

IX. PROCUREMENT THRESHOLDS

In order to ensure that all items are procured in the most efficient, effective, and economical manner available, the Town of Juno Beach uses a four (4) tier procurement process:

A. Discretionary Procurement

1. Purchases of less than \$3,000 must be within the budget constraints and authorized by a Supervisor and/or Department Director or designee.
2. The department staff member making the purchase is required to make a reasonable attempt to ensure that the Town receives the lowest and best price that is consistent with the desired quality of items, physical convenience/distance, workmanship, and/or level of performance.

B. Informal Procurement

1. Purchases ~~of amounts from~~ \$3,000 ~~but less than to~~ \$345,999,000 must be within the budget constraints and authorized by a Department Director or designee ~~and the Town Manager~~.
2. Requires at least three written quotes (“~~W~~written ~~Q~~uotations ~~M~~ethod”), which must be on the company’s letterhead or from the company’s email system.
3. Must forward quotations to Finance Department with the Department Director’s ~~and Town Manager~~ approval on the quotation utilized.

C. Formal Procurement

1. Purchase ~~of amounts from~~ \$35,000 ~~but less than to~~ \$75,000 must be within the budget constraints and authorized by a Department Director or designee, Town Manager, and Finance Director.
2. Requires advertised public notice on the Town’s website, Palm Beach County’s public notice website or a local newspaper, and open to receive quotes for at least ten (10) days.
3. Provide at least three written quotes, which will be on company letterhead and attached to the purchase requisition as necessary.
4. A purchaser may use acquisition methods as outlined in Section X in order to more accurately outline the scope and requirements of the Town.

D. Competitive Procurement

1. Purchases greater than \$75,000 must be within the budget constraints and authorized by the Town Council.
2. Requires the use of a Competitive Procurement process as outlined in Section X.
3. Prior to the purchase of any good or service, a Purchase Order shall be issued by the Finance Department.
4. A purchase order requires proof of Town Council approval and procurement procedures as outlined below along with Supervisor/Department Director approval.

5. The purchase order requires two signatures (Town Manager, Finance Director, or authorized designee).
6. The original purchase order shall be sent to the vendor, a copy of the purchase order and supporting documentation shall be retained at the Town Center, and a copy of the purchase order shall be given to the requestor.
7. All applicable invoices shall state the corresponding purchase order number.

X. METHODS OF ACQUISITION – COMPETITIVE PROCUREMENT

Acquisitions of or contracts for non-real property, goods, or services where the annual expenditure by the Town (excluding expenditures relating to change orders) is estimated to be \$75,000 or greater shall be subject to a sealed competitive method.

A. Sealed Competitive Bids

Sealed competitive bids are utilized where price, responsiveness, and responsibility are the sole determining factors.

~~B. Public Notice Requirements~~

~~Requires advertised public notice on the Town's website, Palm Beach County's public notice website or a local newspaper. Public notice may also be placed on a recognized procurement platform. Time periods to receive bids will be indicated in the bid documents.~~

~~Construction notice time periods will comply with Florida Statute 255.0525.~~

BC. Request for Proposals/Requests for Qualifications

Requests for proposals and requests for qualifications are utilized where price, responsiveness, and responsibility are not the sole determining factors. An evaluation committee, appointed by the Town Manager, shall review the submissions received by the Town in response to requests for proposals and requests for qualifications and make a recommendation to the Town Council. The evaluation committee shall terminate upon the award of the contract, cancellation of the sealed competitive method, or such other time as determined by the Town Council.

CD. Requests for Information (RFI)

When it is deemed necessary by the Town Manager to assess the market, feasibility of a proposed project, service, or commodity, or when vendor input to specifications or a scope of work would result in a more competitive and fair sealed competitive method, a request for information ("RFI") may be issued requesting submission of unpriced offers, products, or scopes of services, which may be followed by subsequent sealed competitive method that is not

limited to those firms who responded to the RFI.

Sealed Competitive Process

A. Public Notice Requirements

Requires advertised public notice on the Town's website, Palm Beach County's public notice website or a local newspaper. Public notice may also be placed on a recognized procurement platform. Time periods to receive bids will be indicated in the bid documents.

Construction notice time periods will comply with Florida Statute 255.0525.

B.E. Submissions

It shall be the sole responsibility of the bidder, proposer, or responder to have the bid, proposal, or response submitted to the Town as required in the solicitation document before the specified closing date and time. Bids, proposals, or responses received after the closing date and time shall not be considered. The time ~~clock~~ specified in the solicitation documents shall govern. All bids, proposals, and responses submitted pursuant to a sealed competitive method shall remain sealed until they are opened publicly on the date and time and location stated in the notice to bidders, proposers, or responders, or as may be amended by addendum.

C.F. Evaluation Procedures

1. All timely submitted responses will be reviewed for responsiveness/responsibility, which may include the following:
 - a. Whether the bidder/proposer has the required licenses or certifications;
 - b. Litigation history;
 - c. Contractual disputes; and
 - d. Whether all required forms have been submitted.
2. An evaluation committee appointed by the Town Manager or designee shall be established consisting of the Town Manager or designee, at least one member from the user department, and at least one other person not of the user department who may have expertise that will assist in the necessary evaluation of responses. To the extent a committee member becomes unable to serve, the Town Manager may appoint a replacement member. The evaluation committee shall have a minimum of three members and no more than five members. All meetings of the evaluation committee shall be conducted in compliance with the Sunshine Law and

all proposers shall receive notice of public evaluation meetings by electronic communication and shall be posted on the Town's. A quorum of the committee must be present at scheduled evaluation meetings where official acts are to be taken. A majority of the committee members shall constitute a quorum, except that in no event shall a quorum be fewer than three members. All members shall be free of any conflicts of interest as set forth in the State Code of Ethics and the Palm Beach County Code of Ethics.

Construction or repairs on a public building or a public work must be opened at a public meeting conducted in compliance with the Sunshine Law (Section 255.0518, Florida Statute).

3. The evaluation committee shall evaluate all responses deemed responsive to the solicitation based on the evaluation criteria, which shall be stated in the sealed competitive method document, ~~and if~~ the evaluation criteria is weighted, such information shall also be included in the solicitation document. The procedure for reviewing and scoring the responses shall provide for an initial independent evaluation by each evaluation committee member. Each evaluation committee member have equal weight in the scoring and ranking of the responses. The evaluation committee shall may discuss the responses at publicly held evaluation committee meetings and the members may amend their initial scores based on the discussions held.
4. The evaluation committee may reduce the number of firms after the initial evaluation and ranking to a short list of a minimum of three (provided at least three firms applied) based on the ranking. The evaluation committee may hold discussions, interviews, presentations, or other similar proceedings with all short-listed firms at a subsequent meeting. The evaluation committee reserves the right to amend their scores and re-rank short-listed firms based on the discussions, interviews, presentations, or other proceedings held. In re-ranking the short-listed firms, the evaluation committee shall attempt to select the best qualified firm(s) for the particular project based upon the information provided during the discussions or interviews with the proposers or the presentations given by the proposers, and the materials presented and the responses.
5. In addition to price (where applicable), the evaluation criteria shall, at a minimum, include the following:
 - a. The ability, capacity, and scale of the bidder/proposer to perform the contract;
 - b. Whether the bidder/proposer can perform the contract in the time specified, without delay or interference;

- c. The character, integrity, reputation, judgment and experience and efficiency of the bidder/proposer;
 - d. The quality of performance on previous public or private contracts of a similar nature;
 - e. The previous and existing compliance by the bidder/proposer with laws and ordinances relating to the contract.
 - f. Alternate or additional criteria may be used in the discretion of the Town Manager based upon his/her determination of the factors that will enable the Town to obtain the goods or services requested at the best value and in the most efficient and cost-effective manner. This section does not apply to sealed competitive methods issued pursuant to the CCNA. For CCNA solicitations, the criteria shall be consistent with the requirements of F.S. § 287.055.
6. The evaluation committee's rankings and recommendations shall be reported to the Town Council. The Town Council, by majority vote, has the option to: (1) approve the evaluation committee's ranking/evaluation and recommendation; (2) re-rank the firms (3); reject all submittals based upon a stated reason; or (4) send the ranking/evaluation back to the evaluation committee to conduct further evaluations consistent with the requirements of the sealed competitive method. ~~and t~~The evaluation committee may either ratify the ranking/evaluation or re-rank the firms.

D.G. Town's Reservation of Rights

The Town may utilize a sealed competitive method for any acquisition that the Town deems appropriate regardless of the estimated cost of the acquisition. The Town Manager may waive minor irregularities in the sealed competitive method process. The Town, in its discretion, reserves the right to reject all proposals at any point in the process prior to the full execution of an agreement with the selected vendor.

XI. ADDITIONAL REQUIREMENTS

All contracts shall be approved by the Town Attorney as to form and legal sufficiency. Purchases with a value less than the Competitive Procurement threshold amounts set by this Policy of the Town Council may be signed and executed by the Town Manager.

All contracts exceeding the threshold amount as set by this Policy of the Town Council must be approved by the Town Council before being signed and executed by the Town Manager.

The procurement of engineering, architecture, landscape architecture and surveying services that exceed thresholds set by state law for planning and construction activities shall be pursuant to the requirements of the Consultants Competitive Negotiations Act ("CCNA") (287.055, F.S.).

It is an express violation of this directive (policy) to intentionally "split" contracts or purchase orders or otherwise manipulate them for the purpose of avoiding dollar limitations or any of the Town's purchasing policies.

XII. EXCEPTIONS

A. General Exceptions from Procurement Threshold Requirements

The following procurements shall be exempt from the Town's various procurement threshold requirements:

Contracts for utilities (water, sewer, gas, electrical and other utility services); artistic services; academic program reviews; lectures; legal services; travel, education and training; health services; services for persons with mental or physical disabilities; Medicaid services; family placement services; prevention services (mental health, child abuse, drug abuse and runaway services); workers' compensation related training services; contracts entered into with other government agencies; and contracts with other persons possessing a high degree of professional skill shall be exempt from the Town's various procurement threshold requirements.

The Finance Director's and Town Manager's authorization, as evidenced by a manual signature, shall not be required for any normal and customary payroll-related expenditure.

The approval ~~of~~by the Town Council shall not be required when the cost has previously been approved in the Town's Adopted or Amended Budget. Changes to purchases previously approved by the Town Council may be authorized by the Town Manager provided the total dollar amount and other ~~substantial~~substantive matters do not exceed previously authorized maximum limits granted by the Town Council.

B. Utilization of Other Governmental Entities' Contracts

1. The Town may acquire or contract for non-real property, goods, or services without utilizing a sealed competitive method where the desired non-real property, goods, or services are the subject of a contract with the State of Florida, their political subdivisions, or other local governmental entities within the State of Florida, with associations affiliated with state and/or local governmental entities or departments (such as the Florida Sheriffs Association) or with the United States

government, provided that the contract was awarded based strictly on competitive bidding, and provided that the form of the contract is acceptable to the Town Attorney.

2. Utilization of other government entities' contracts shall only be permitted during the term of the other governmental entity's contract. The term of the Town's contract shall extend no more than twelve months from the expiration date, including expiration of any renewals of the other governmental entity's contract.

C. **Cooperative Acquisitions**

The Town may acquire or contract for non-real property, goods, or services where the Town participates in joint procurement of non-real property, goods, or services with other public entities, including, but not limited to, acquisitions made pursuant to inter-local agreements entered into with other governmental entities in accordance with F.S. Ch. 163.

D. **Sole Source and Town Standard**

- A. ***Sole source.*** The Town may acquire or contract for non-real property, goods, or services that are available to the Town from only one source without utilizing the sealed competitive method or written quotations method. Sole source acquisitions where the annual expenditure by the Town (excluding expenditures relating to change orders) is estimated to be \$75,000 or greater shall be subject to prior approval by the Town Council.
- B. ***Town standard.*** Where the Town has determined that a particular style, brand, make, or model is the only type that meets the Town's requirements for performance, consistency, compatibility, or other salient characteristics, and the Town Council has approved such standard, and such determination has resulted in there being only one source available to the Town, the Town may acquire or contract for such goods without utilizing a sealed competitive method. Town standard acquisitions where the annual expenditure by the Town (excluding expenditures relating to change orders) is estimated to be \$75,000 or greater shall be subject to prior approval by the Town Council.

E. **Emergency Acquisitions**

It is the intent of the Town Council to grant the Town Manager the authority to act during an emergency to protect the public health, safety and welfare, in certain circumstances, without the prior approval of the Town Council, including the execution of required contracts. For the purposes of this subsection a non-declared emergency shall mean an adverse condition or circumstance in which the public health, safety or welfare is immediately and significantly threatened. A significant interruption or delay in the provision of

municipal services shall be deemed an immediate threat to the public welfare. A declared emergency shall be an emergency as declared by the appropriate federal, state or local official.

F. **Best Interest Acquisitions**

The Town may acquire or contract for non-real property, goods, or services without utilizing a sealed competitive method or the other purchasing methods prescribed herein where the Town Council determines by a majority affirmative vote that the sealed competitive method or the other procurement methods (i.e., obtaining written quotations) are not in the best interest of the Town, and that such acquisition without utilizing a sealed competitive method or the written quotations method will not ~~inure to~~ result in the financial disadvantage of the Town. Such contracts shall be placed on the regular Town Council agenda.

XIII. **TOWN COUNCIL APPROVAL**

Acquisitions of \$75,000 or greater. Acquisitions of or purchases for non-real property, goods, or services where the expenditure by the Town (excluding expenditures relating to change orders) is estimated to be \$75,000 or greater during the initial contract term, shall be subject to prior approval by the Town Council.

Multiple acquisitions from a vendor exceeding \$75,000 in any fiscal year. Acquisitions of or contracts for non-real property, goods, or services from the same person or entity exceeding the aggregate sum of \$75,000 (whether by a single department or multiple departments) during the course of any fiscal year shall ~~be subject to prior not be permitted, unless the acquisition is first approved~~ by the Town Council.

XIV. **CHANGE ORDERS**

A. **Town Council Approved Contracts**

1. ***Beyond the scope of work.*** Any change order that materially expands or alters the scope of the work in a Town Council approved contract shall be subject to prior approval by the Town Council, unless the Town Council approved contract authorizes the Town Manager to approve such expansion or alteration of the scope of work.
2. ***Within the scope of work.*** The Town Manager may approve a change order provided that it does not materially expand or alter the scope of the work or result in an increase in the contract amount of \$50,000 or more in a Town Council approved contract.
3. ***Construction contracts.*** Notwithstanding subparagraphs (1) and (2) above, the Town Manager may approve a change order increasing the cost of a construction contract up to \$50,000 or ten percent of the original construction contract amount, whichever is greater, provided that

sufficient budgeted funds are available.

4. ***Extension of project completion dates.*** Any change order that extends the original substantial or final completion date of a project of a Town Council approved contract may be approved by the Town Manager for up to 60 days, unless the Town Council approved contract authorizes the Town Manager to extend the completion date of the contract beyond the 60 days.

B. Town Manager approved contracts.

The Town Manager is authorized to approve a change order to a contract that did not require Town Council approval, provided that the change order does not cause the total acquisition from the vendor to exceed the aggregate sum of \$75,000.00 during the course of any fiscal year.

XV. REVENUE GENERATING CONTRACTS

Contracts with any person where the Town estimates the Town will receive revenue in the amount of \$75,000.00 or greater over the term of the contract shall require approval by the Town Council and shall be subject to a sealed competitive method. This section shall not apply to the purchase, sale, or lease of the Town's real or personal property or Town-sponsored events.

XVI. CONE OF SILENCE

A. Prohibited Communication.

Except as set forth in subsection (d), during the course of a sealed competitive method, a cone of silence shall be in effect between:

1. Any person or entity that seeks a contract, contract amendment, contract renewal, award, recommendation, or approval related to a sealed competitive method or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive method, including a person or entity's representative; and
2. Any Town Council member, the Town Manager or any person or group of persons appointed or designated by the Town Council or the Town Manager to evaluate, select, or make a recommendation to the Town Council or the Town Manager regarding a sealed competitive method, including any member of the evaluation committee.

B. Effective Dates.

A cone of silence shall begin and shall end for a sealed competitive method as follows:

1. A cone of silence shall be in effect during a sealed competitive method process beginning upon the advertisement for the sealed competitive method or during such other procurement activities as declared by the

Town Council.

2. The cone of silence shall terminate at the time the Town Council takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive method, or takes other action that ends the sealed competitive method process.

C. **Notice.**

When the cone of silence becomes effective for a particular sealed competitive method, the Town Manager or designee shall provide notice of the cone of silence to the Town Council. The solicitation document for the goods or services shall generally disclose the requirements of this section.

D. **Permitted Communication.**

1. The cone of silence shall not apply to written or oral communications with legal counsel for the Town or Town staff acting in the capacity as purchasing agent for the Town.
2. Nothing contained in this section shall prohibit any person or entity subject to this section from:
 - a. Making public presentations at pre-bid conferences or at an evaluation or negotiation meeting related to the sealed competitive method.
 - b. Engaging in contract negotiations with the individual or entity selected to negotiate the terms of the agreement.
 - c. Engaging in contract negotiations with the Town Council during a public meeting.
 - d. Making a public presentation to the Town Council during any public meeting related to the sealed competitive method.
 - e. Communicating with the person or persons designated in the sealed competitive method as the contact person for clarification or information related to the sealed competitive method. The contact person shall not be a member of the evaluation committee or the person designated to negotiate the agreement, except as otherwise provided for in subsection (D) (1) above.
3. The Town's purchasing agent (Finance Department staff) and the Town Attorney shall accept written communications from persons or entities subject to this section during the time a cone of silence is applicable to a sealed competitive method.

E. **Violations.**

Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation and the penalty shall

be made by the Town Council.

XVII. FEDERAL AND STATE PROJECTS; FEDERAL GRANTS

FEMA grant and cooperative agreements requirements (\$25,000.00 or more). Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). These regulations restrict awards, sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, Paragraph I; and Chapter IV, Paragraph 6.d and Appendix C, Paragraph 2. A contract award must not be made to parties listed in the SAM Exclusions (www.sam.gov). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

XVIII. PRE-QUALIFICATION OF BIDDERS – CONSTRUCTION PROJECTS; BONDS

The Town Manager, with the recommendation of the department head in charge of the construction project, shall make a determination as to whether the construction project should be bid using the two-step prequalification process. If such a determination is made, the prequalification of bidders shall follow the request for qualifications process.

The recommended list of pre-qualified bidders shall include, at a minimum, the three top ranked bidders, assuming three responded to the RFQ. Upon approval of the pre-qualified list of bidders by the Town Council, Town staff may issue an invitation to bid to the pre-qualified bidders. Only those bidders who have been so prequalified may then bid on the project. The Town Council may award the bid to the prequalified bidder who submits the lowest responsive, responsible bid.

Bonds. Contractor shall be required to provide a payment and performance bond as provided in Sec. 255.05, F.S., as amended.

XIX. PAYMENT

By issuing a purchase order in advance of ongoing contracts and purchases of goods or services utilizing a blank purchase, or over time, funds are properly encumbered and set-aside to pay these obligations. The encumbrance ensures that the required funding is available to meet the Town's financial

obligations. Accounts payable pays invoices/detailed receipts which prove and validate each and every transaction (providing information on what was purchased, how many was purchased, for how much for each item, when it was purchased and the total of the purchase) for the Town including those for external vendor purchases, employee business travel and entertainment reimbursements, and payments to non-employee independent contractors.

It is the originating department's responsibility to approve invoices or detailed receipts submit them to the Finance Department/Accounts Payable within the proper timeframe.

Every vendor's invoice/receipt is due for payment within some period of time after it is generated. This is normally computed as a number of days after the invoice date. The Town's standard for payment of vendor's invoices is within thirty days of the invoice date.

The Town must pay its obligations in a timely manner. Failure to comply with payment terms often leads to:

- Credit holds, where a vendor refuses to fill any subsequent order until the outstanding obligation has been paid; or
- Stiffer terms where the vendor may even demand payment in advance; or **H**higher prices on future purchases.
- Payment on Construction Service Contracts shall be paid pursuant to the Florida Prompt Payment Act (F.S. 218.735).

XX. CREDIT MEMOS

If a department believes it is entitled to a credit from a vendor or receives a credit memorandum that is deemed to be valid, the department should notify accounts payable and send all credit memos to the Finance Department for processing.

XXI. ADVANCING PERSONAL FUNDS

As a general rule, individuals should not advance their own funds to purchase supplies and services on behalf of the Town. Purchases should be made through established purchasing policies and procedures. The Town should deal directly with vendors to arrange for the receipt of items and the payment of obligations.

In limited instances, most often related to business travel and entertainment expenses, the department or individual may pay for the item and be reimbursed. If it is necessary that an individual advance money to purchase items for Town business, the immediate supervisor must first authorize the purchase. The

reimbursement request must be supported by the business purpose of the transaction, bona-fide proof of payment AND must include the signatures of the purchaser AND of a direct supervisor who can attest to the receipt of the supplies or services by the department. Requests for reimbursement lacking these signatures will be returned to departments. The immediate supervisor should always review and approve a reimbursement request. This is a basic financial control pursuant to Generally Accepted Accounting Principles.

XXII. FISCAL YEAR-END PROCEDURES

The Finance Department seeks to close the fiscal year, complete rate change calculations and prepare the Town of Juno Beach's financial statements in a timely manner. In order to accomplish this goal, all purchase orders must be received in the Finance Department by August 31st in order to be processed in the fiscal year ending September 30th. Any purchase orders received after August 31st will be held and processed in the following fiscal year and encumbered against the following fiscal year budget.

XXIII. CREDIT CARDS

The Town utilizes and issues credit cards as a means of efficiently conducting official Town duties and responsibilities. Cards may be issued to individual employees or kept in a central location to be obtained for use. A record or copy of all credit cards is kept by the Finance Department. Issued credit cards are the sole responsibility of the cardholder and any misuse or fraudulent activity may result both in disciplinary action, up to and including termination, and referral to the appropriate law enforcement agency for criminal prosecution. The Department Director will be responsible for providing invoices (receipts) or other acceptable documentation to the Finance Department with the monthly credit card billing as supporting documentation for payment.

XXIV. CHECK SIGNING AND FACSIMILE SIGNATURES

Two facsimile signatures of the Town Manager and the Finance Director may be used on any check of \$3,500.00 or less. All checks between \$3,501.00 and \$3510,000.00 must have two signatures and one of the signatures must be an original signature of a member of Town Council, the Town Manager or the Finance Director. All checks in excess of \$3510,000.00 must be issued with two original signatures and one of the signatures must be a signature of a member of the Town Council.