



CITY OF
FORESTPARK

PURCHASING POLICY MANUAL

December 1, 2024



TABLE OF CONTENTS

| | |
|--|----|
| Disclaimer of Liability for Improper Purchasing | 4 |
| Article I General Provisions | 5 |
| 1.1 Purpose and Objective..... | 5 |
| 1.2 Scope of Policy..... | 6 |
| 1.3 Definitions..... | 8 |
| Article II Ethics in Procurement | 15 |
| 2.1 Standard..... | 15 |
| 2.2 Conflict of Interest..... | 16 |
| 2.3 Gratuities, Rebates, or Kickbacks..... | 16 |
| 2.4 Prohibition Against Contingent Fees..... | 18 |
| 2.5 Use of Confidential Information..... | 18 |
| 2.6 Unauthorized Purchases..... | 18 |
| 2.7 Penalties and Sanctions..... | 18 |
| 2.8 Vendor Contact During Open Solicitations..... | 19 |
| Article III Procurement manager | 19 |
| 3.1 General..... | 19 |
| 3.2 Duties and Powers of the Procurement manager..... | 19 |
| Article IV The Procurement Process | 22 |
| 4.1 General..... | 22 |
| 4.2 Requisition..... | 22 |
| 4.3 Purchase Orders and Contracts..... | 24 |
| Article V Purchasing Thresholds | 25 |
| 5.1 Purchasing Thresholds Matrix..... | 25 |
| 5.2 Purchasing Thresholds Described..... | 26 |
| Article VI Competitive Procurements | 27 |



| | | |
|---|--|-----------|
| 6.1 | Informal Solicitations..... | 27 |
| 6.2 | Formal Solicitations..... | 28 |
| 6.3 | Solicitations Requiring Public Notice in the Georgia Procurement Registry (GPR)..... | 33 |
| Article VII | Non-Competitive Procurements..... | 34 |
| 7.1 | General..... | 34 |
| 7.2 | Sole Source Procurement..... | 34 |
| 7.3 | Emergency Procurement..... | 34 |
| 7.4 | Cooperative Purchasing..... | 35 |
| 7.5 | Real Estate Acquisitions..... | 36 |
| Article VIII | Projects Using Federal Aid (FAHP) Funding..... | 37 |
| 8.1 | Requirements..... | 37 |
| Article IX | Preferable Goods and Services..... | 37 |
| 9.1 | Preference for Products Manufactured in Georgia..... | 37 |
| 9.2 | Environmentally Preferable Goods and Services..... | 38 |
| Article X | Protests, Suspension, and Debarment..... | 39 |
| 10.1 | Right to Protest..... | 39 |
| 10.2 | Suspension and Debarment..... | 41 |
| 10.3 | Responsibility of Bidders..... | 42 |
| 10.4 | Ineligible Source List..... | 42 |
| Article XI | Property Disposal..... | 43 |
| 11.1 | Compliance with Applicable Regulations..... | 43 |
| 11.2 | Excess, Surplus, and Obsolete Materials..... | 43 |
| Appendix A | | 45 |
| Appendix B | | 50 |
| Appendix C | | 52 |
| Appendix D | | 55 |
| Appendix E- Purchasing Card Policy | | 56 |



DISCLAIMER OF LIABILITY FOR IMPROPER PURCHASING

THE CITY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR ANY PURCHASE, EXPENDITURE, PROMISE OR AGREEMENT FOR EXPENDITURE ARISING FROM ANY PROCUREMENT MADE IN ITS NAME OR IN THE NAME OF ANY AGENCY, AUTHORITY, COMMISSION, OR OTHER GOVERNMENTAL BODY UNDER ITS AUTHORITY, BY AN UNAUTHORIZED PERSON OR ANY PERSON ACTING IN VIOLATION OF THIS PURCHASING POLICY OR OUTSIDE OF THE AUTHORIZATION OR DELEGATION AS PROVIDED BY THIS POLICY. THE EXPENSE OF ANY SUCH TRANSACTION SHALL BECOME THE PERSONAL LIABILITY OF THE INDIVIDUAL AT FAULT UNLESS OTHERWISE RATIFIED OR EXEMPTED BY MAYOR AND COUNCIL.



ARTICLE I

GENERAL PROVISIONS

1.1. Purpose and Objective

1.1.1 The purpose of this Purchasing Policy ("Policy") is to state the City of Forest Park's (the "City") position regarding the responsibility and authority for the acquisition and contracting for Goods, Services, Professional Services, Real Estate, and Capital Assets. This Policy will clarify purchasing functions and policies, will help maintain a high ethical standard for all officers and employees of the City, as well as describe departmental relationships, responsibilities and participation in the procurement cycle. Moreover, this Policy will provide control functions, assure proper record keeping and confirm purchases in writing to allow the City to meet the following goals:

- (a) Ensure that tax dollars are spent in the most economical way;
- (b) Maintain at all times and under all conditions a continuous supply of Goods and Services necessary for the operation of the City;
- (c) Encourage and promote fair and equal opportunity for all persons doing, or seeking to do, business with the City;
- (d) Safeguard the quality and integrity of the City's procurement process;
- (e) Ensure compliance with laws and regulations pertaining to procurement;
- (f) Manage procurement and inventories of purchased Goods to meet the use requirements of City departments at the most advantageous cost to the City;
- (g) Administer procurement contracts and contract amendments; and
- (h) Properly dispose of all material and equipment declared to be surplus or obsolete.

In addition, this Policy is to set a standard of environmentally preferable procurement and demonstrate the City's commitment to environmental, economic, and social stewardship. The City has a unique opportunity to further expand its leadership in the area of environmentally preferable purchasing, and through its actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. This Policy will guide the City's efforts in procuring environmentally preferable Goods and Services. The philosophy behind this Policy is to obtain the best value in terms of quality, service and price when expending public funds, to foster effective, fair, and broad-based competition for public procurement within the free enterprise



system and provide safeguards for the maintenance of quality, integrity, and equity in the purchase and disposition of city property.

- 1.1.2 *Application of Federal and State Law.* It is intended this Policy shall conform to all applicable provisions of the laws of the United States and of the State of Georgia, and the provisions hereof shall be so construed wherever possible. In the event any portion of this Policy shall be declared invalid for its failure to conform to state or federal law, such invalidity shall not affect the remaining portions hereof. Notwithstanding any other provision of this Policy, the City may enter into any contract, follow any procedure, or take any action that is otherwise at variance with this Policy if necessary or convenient to receiving funds from the government of the United States or the State of Georgia.
- 1.1.3 *Public Access to Procurement Information.* Interested Persons shall have access to information regarding procurement transactions of the City in accordance with this Policy and the Georgia Open Records Act.

1.2. **Scope of Policy**

- 1.2.1 This Policy and the award of bid provisions herein are solely for the fiscal responsibility and benefit of the City and confer no rights, duties, or entitlements to any Vendor, Bidder, or Proposer. The scope of this Policy shall govern all acquisitions and dispositions by the City of commodities, equipment and services and all related contracts and agreements including those that may generate revenue. This Policy does not apply to the acquisition or disposition of commodities, equipment and services obtained or contracted for the Downtown Development Authority, Urban Development Agency, or the Development Authority. This Policy supersedes and repeals all previously existing policies to the extent they are inconsistent with the provisions herein. The Policy covers all contractual and purchase agreements between the City and another Person. The procurement function includes the initial agreement/purchase, changes and/or re-negotiations. This Policy establishes the specific responsibility and authority of the procurement of goods and services.
- 1.2.2 As part of the audit process, the internal controls and accounting processes outsourced to municipal services, Vendors will be evaluated, and a measure of assurance given as a requirement of completion of the City's annual audit. The staff of outsourced municipal services Vendors assigned to work at City offices and perform purchasing activities on behalf of the City is *not* exempt from this Policy. Furthermore, unless due to the lack of competitive options, the City will not typically procure Goods and Services from outsourced municipal services Vendors not expressly stated in their contract to provide municipal services or which do not have a direct impact on the Vendor's ability to provide those contracted services.
- 1.2.3 *Procurement Exemptions.* The provisions of this policy do not apply to procurements for the following; however, the City Manager, in his/her sole discretion, may opt to utilize the purchasing procedures outlined herein for such supplies and services where appropriate:



- (a) Public works construction contracts to the extent governed by O.C.G.A. §36-91-1 *et seq.*;
- (b) Services and construction whose procurement falls under a conflicting federal or Georgia statute or regulation, to include Contracts involving federal funding, except as provided in Article VIII;
- (c) The normal establishment and collection of taxes, fees, and other revenues that fund the normal City functions;
- (d) Printed copyright material including published books, maps, periodicals, and technical pamphlets (not including software for computer systems), except where a greater savings can be realized by a quantity purchase;
- (e) Works of art for public places, or other creative/artistic endeavors that require a particular and demonstrated skill or talent to include, but not limited to, artists, musicians, and writers;
- (f) Antiques and other unique assets of historical value, including restoration of these items;
- (g) Real Property, including but not limited to transactions governed by O.C.G.A. § 36-37-1 *et seq.*, real estate brokerage and appraising, abstract of titles for real property, title insurance for real property, and other related costs of disposition and/or acquisition of real property, except as provided in Article VII (Real Estate Acquisitions);
- (h) Employee Benefits and health related services procured through a quotation and negotiating process conducted by qualified experts in the field, or to maintain continuity of employee-health records;
- (i) Travel, entertainment, conferences, training, advisory consulting and related activities, speakers, instructors, facilitators, and meeting expenses, or other expenditures covered by a different City policy;
- (j) Subscriptions, dues, memberships, and board member fees that are established during the budget process;
- (k) Insurance procured through a negotiating process;
- (l) Legal services, litigation, experts and materials, investigators, and services required for confidential employment related investigations and legal expenses;
- (m) Items or services procured for resale or to generate a revenue;



- (n) Advertisements including, but not limited to, bid/proposal solicitations and legal advertisements placed by boards that are required by law to publicly advertise their meetings or actions in the legal organ of the City;
- (o) Financial Instruments: Professional services and instruments/products related to the City's financial well-being, including but not limited to the following areas: marketing of bonds and other forms of debt or debt management, investments, banking, assets, and pension assets;
- (p) Services provided directly to individual citizens, elected officials and employees including reimbursements and other miscellaneous payments;
- (q) Utilities, where there is no reasonable basis for competitive procurement, for example electric power, water, and sewerage;
- (r) Seized Property included in a court order authorizing disposal;
- (s) Grant awards or agreements that require certain firms or individuals to perform the work;
- (t) Marketing of bonds and other forms of debt or debt management products, including but not limited to interest rate management agreements;
- (u) Materials or services required for confidential and secure investigations, apprehensions and detentions of individuals suspected of or convicted of criminal offenses by law enforcement personnel; and
- (v) Purchases made from or disposition to other federal, state, and local governments, associations, public universities/colleges, and non-profit organizations when determined by the City Manager to be in the best interest of the City.

1.3. Definitions

- 1.3.1 In this Policy unless the text requires otherwise (1) words in the singular number include the plural, and those in the plural include the singular; (2) words of a particular gender include any gender and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender; (3) the term "may" shall be permissive and not mandatory; (4) the term "shall" shall be mandatory and not permissive; and (5) the terms which are not specifically defined herein shall have their usual and customary meanings.
- 1.3.2 When used in this policy, the following words, terms and phrases, and their derivations, shall have the meaning ascribed to them in this Article, except where the context clearly indicates a different meaning:



- (a) **Acquiring Office** means the department, division, board, authority, or other unit of City government under whose authority, on whose behalf, or for whose use a commodity, service, or real property is requested or acquired or a contract or agreement relating thereto is obtained.
- (b) **Acquisition** means a transaction in which the City purchases, orders, contracts for, or otherwise agrees to obtain any commodity, or service, or combination thereof.
- (c) **Addendum** means a change, clarification, supplement, or correction in the Solicitation Documents, prior to the award of a Contract.
- (d) **Amendment** means an agreed upon change order, addition to, deletion from, correction, or modification of a Contract including a Contract Extension or a Contract Renewal.
- (e) **Bid / Proposal Bond** means a form of bid security executed by the Bidder (or Proposer) as principal any be a Surety, to guarantee that the Bidder (or Proposer will enter into a Contract within the time specified in the Request for Bid or Request for Proposals, and will furnish the necessary bonds and insurance, and meet any other requirements of those documents.
- (f) **Bidder** means a person or entity submitting a Bid or Quote to the City for the supply of Goods or Services.
- (g) **Business** means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
- (h) **Capital Asset** is an item of personal property having a normal life expectancy of three (3) calendar years or more other than components.
- (i) **Change Order** means a written order that alerts any term or provision of a two (2) party contract or purchase order, including but not limited to revisions that change the scope of work to be furnished, the product to be purchased, the price of the purchase, and/or the length of the term of the Contract or purchase order.
- (j) **City** means the City of Forest Park, Georgia and, as the context warrants, those persons or bodies authorized to act on its behalf, including, but not limited to, the City Council, committees, boards, and staff.
- (k) **City Ethics Policy** means Chapter 2 (“Administration”), Article X (“Ethics”) of the City’s Code of Ordinances.
- (l) **City Finance Director** or **Finance Director** means the City Accountant as described in the City Charter, his/her agent, or the department head of the City Finance Department, if such a department is in existence.



- (m) **Commodity** means a discrete and distinct item of tangible personal property, including, without limitation, any such item which is intended to become an integrated part of another item of tangible personal property or of any improvement to real property.
- (n) **Competitive Award** means a procurement based upon the outcome of one of the competitive processes set forth in this Policy, where award is made based on the lowest quotation or Bid submitted by a responsible and responsive Bidder or to the most qualified or advantageous Proposer based on the qualitative and/or quantitative factors identified for the procurement. A Competitive Award can be made even if only a single bid or proposal has been received from a Bidder or Proposer who is determined to be responsible and responsive.
- (o) **Confidential Information** means any information which is available to a City employee only because of the employee's status as an employee of the city and is not a matter of public knowledge or available to the public on request pursuant to the Georgia Open Records Act.
- (p) **Construction** means the process of building, altering, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property including the provision of materials, therefore. The term "Construction" does not include the routine operation, repair and/or maintenance of existing structures, buildings or real property.
- (q) **Construction Services** means services rendered by an independent and licensed Contractor having expertise in Construction.
- (r) **Consultant** means a person who has expertise because of education and/or experience that qualifies him/her to provide specialized services.
- (s) **Contract** means all types of City agreements for the purchase or disposal of Goods, Real Estate or Capital Assets, and the procurement of Services, Professional Services or Construction Services regardless of what they may be called, including contracts for a fixed price, cost plus a fixed fee, incentive contracts, and contracts providing for the issuance of job or task orders, leases, letter contracts and purchase orders. Contracts also include Amendments, modifications, and supplemental agreements with respect to any of the foregoing.
- (t) **Contract Extension** means an Amendment to a Contract that includes an increase in the term of a Contract, for which no options to renew the Contract beyond the current expiration date exist.
- (u) **Contract Renewal** means an exercise of an approved, existing option to increase the term of a Contract. Options to renew a Contract are often done in annual increments.



- (v) **Contractor** means any person who contracts to provide Commodities/Services to the City.
- (w) **Cooperative Purchase** means a group of public entity purchasers organized for the purpose of creating Contracts or pricing agreements in order to take advantage of group or quantity buying discounts or special pricing from which members can benefit.
- (x) **Department Director** means the director of the user department requesting the acquisition or disposition.
- (y) **Employee** means an individual drawing a salary or wage from the City on a full-time or part-time basis. The term shall encompass all members of the City Council without regard to such individuals are compensated. For purposes of this Purchasing Policy the term “employee” shall any Vendor or any employee of such Vendor who has a Contract with the City to provide administrative and department services contemplated in Section 2.12 of the Charter of the City.
- (z) **Emergency Procurement** means any procurement of Goods, Capital Assets, Services or Professional Services in the context of an Emergency.
- (aa) **Emergency** means a situation that occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or injury to the City. Emergency shall also mean a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements.
- (bb) **Environmentally Preferable Goods and Services** means Goods and Services that have a lesser or reduced negative effect on human health and the environment when compared with competitive Goods and Services that serve the same purpose.
- (cc) **Georgia Procurement Registry** means the State of Georgia’s central bid registry established by the Department of Administrative Services, which provides a public listing of solicitations posted by state entities and local governments.
- (dd) **Gifts, Gratuity, or Favors** means a payment, loan, subscription, advance, deposit of money, service or anything of any service or Value, present or promised.
- (ee) **Goods** means supplies, apparatus, materials, equipment and other forms of tangible personal property used by a City department in the accomplishment of its responsibilities other than Capital Assets.
- (ff) **Governing Authority** means the Mayor and City Council of the City of Forest Park, Georgia or its designee(s).



- (gg) **Immediate Family** means a spouse, children, parents, brothers and sisters, mother-in-law and father-in-law.
- (hh) **Late Bid / Proposal** means a Bid or Proposal received after the time or date such Bid or Proposal was due, as stated in the Solicitation Documents.
- (ii) **Life Cycle Cost Assessment** means the comprehensive accounting of the total cost of ownership, including initial costs, energy and operational costs, longevity and efficacy of service and disposal costs.
- (jj) **Multiple Award Contract** means a Contract based upon one solicitation awarded to two (2) or more Vendors to supply Goods or Services.
- (kk) **Official** means any City elected or appointed person who holds office or any person appointed by the mayor and council of the City to serve on (1) the planning commission of the City, (2) any board or commission of the City having quasi-judicial authority; and, (3) any authority created by the City, either individually or jointly with other local governments pursuant to Georgia law.
- (ll) **Ordinance** means related Administration Ordinance in Chapter 2 of the City's Municipal Code.
- (mm) **Payment Terms** means the established due date for payments by the City to pay an invoice. Absent any agreement otherwise stated, the City's payment term will be Net 30.
- (nn) **Performance Bond** means a bond provided by a contractor/supplier in which a surety guarantees to the City that the Goods or Capital Assets are delivered, or the Services or Construction Services are performed in accordance with the Contract documents. A letter of credit issued by a financial institution that meets the City's requirements may, at the reasonable discretion of the City, be substituted for the performance bond.
- (oo) **Periodic Term Contract** means a Contract in which a source of supply is established for a specified period of time for specified Supplies or Services and usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price.
- (pp) **Person** means any business, entity, company, firm, individual, union, committee, club, or other organization or group of individuals.
- (qq) **Practicable** means satisfactory and within reason when considering price, performance, availability, compatibility with specified operation, and public safety.
- (rr) **Pre-qualification** means the part of a competitive procurement process in which the City determines, based on standards developed for a specified product or service, which



interested Vendors meet those standards and are eligible for further consideration in the purchasing process.

- (ss) **Professional Services** means services rendered by an independent contracting individual or firm having expertise in a particular industry or subject matter due to specialized education, training, licensure or skill, and consisting primarily of advice reports, conclusions, recommendations or other outputs resulting from the time and effort of the service provider, as opposed to the acquisition of specific commodities, or of services not requiring any specialized education, licensing, training or skill (e.g. janitorial services). Professional Services include, but are not limited to, evaluations, consultations, management systems, management consulting, compiling statistical data, support of planning and operating activities, appraisal services, and research and development studies or reports.
- (tt) **Proposal** means submission of information from a proposer (including a consultant) which states how that proposer intends to fulfill the specifications and other requirements described in a Request for Proposal.
- (uu) **Proposer** means a Person submitting a proposal or qualifications to the City for the supply of Goods, Capital Assets, Commodities, Real Estate, Construction Services, Services, or Professional Services.
- (vv) **Purchase Order** means a written sales contract approved and issued by the Procurement manager or designee and accepted by the Vendor to obtain Goods, Commodities, Capital Assets, and Services detailing the exact products and/or services to be rendered including such information as prices, descriptions, payment terms, quantities, date of performance, shipping, and all other conditions and obligations. A Purchase Order is a contract but does not need approval from the City's Legal Attorney.
- (ww) **Purchasing** means the process of securing real estate, capital assets, materials, services, repairs, leases and rentals necessary for the operation and support of the City. The renewal, renegotiations and changes to Contracts, leases and agreements are functions of purchasing.
- (xx) **Quote** means all documents utilized for soliciting quotations for Goods, Services, or Professional Services, in which award is made on the lowest responsive and responsible quotation and in which the type or cost of the procurement does not require a more formal Bid/Proposal process.
- (yy) **Real Estate** means land and any improvements and appurtenances thereto.
- (zz) **Real Estate Acquisition** means the acquisition of a fee interest, estate for years or usufruct in Real Estate by purchase or lease.



- (aaa) **Request for Bid (RFB)** means all documents utilized for soliciting bids, including those attached or incorporated by reference. These include the scope of work and all contractual terms and conditions applicable to the procurement. Bids are requested when requirements are clearly defined, price is the major determining factor for award, and a formal sealed submittal is required.
- (bbb) **Request for Proposals (RFP)** means all documents utilized for soliciting proposals / bids for Goods, Capital Assets, or Services, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. This method is used when factors in addition to price are considered for award.
- (ccc) **Request for Qualifications (RFQ)** means all documents utilized for soliciting Vendor qualifications for Goods, Services, Capital Assets, Construction Services, or Professional Services. A qualified Vendors list is determined by the City and only the qualified Vendors from the RFQ list shall be able to submit a response to the formal RFP solicitation.
- (ddd) **Requisition** means an internal document, provided by a department to the Procurement manager that contains the fund source, approvals, descriptions, quantities and other information about the Goods, Capital Assets, Real Estate, Services, Construction Services or Professional Services in order to proceed with the procurement. The Requisition becomes valid when properly completed and approved.
- (eee) **Responsible Bidder** or **Responsible Proposer** means a Person, who, in the exclusive judgment of the City, has submitted a bid or proposal that conforms in all material respects to the Solicitation Documents.
- (fff) **Services** mean any performance of effort or labor, for which the City has contracted other than Professional Services or Construction Services. Services include, but are not limited to, janitorial, landscaping, and street striping.
- (ggg) **Single Source Procurement** means identifying and using, without first completing a competitive process, one source for Goods, Capital Assets, Real Estate, Services, Professional Services or Construction Services among others in a competitive marketplace, which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling a given Purchasing need of the City.
- (hhh) **Sole Source Procurement** means identifying and using, without first completing a competitive process, one source for Goods, Capital Assets, Real Estate, Services, Professional Services or Construction Services when that source is the only one available that can fulfill a given Purchasing need of the City.
- (iii) **Solicitation Documents** means RFPs, Bids, RFQs, Quotes, or an invitation to negotiate including all of the associated forms and documents of each solicitation, or any other types



of documents used by the City to procure Goods, Commodities, Services, Capital Assets, Real Estate, Construction Services, or Professional Services.

- (jjj) **Supplies** means all property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land.
- (kkk) **Surety** means an organization who, for consideration, promises in writing to make good the debt or default of another organization. The Surety must be satisfactory to the City and licensed to do business in Georgia.
- (lll) **Unit of Government** means the Government of the United States or any department, agency, or division thereof, the State of Georgia or any department, agency, political subdivision, municipal corporation, or authority thereof.
- (mmm) **User Department (UD)** means the department which has the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The UD is responsible for funding the need and advising Purchasing of the approved funding and the specific budget account number. The UD is responsible for authorizing the purchases of all materials, services, repairs, leases and rentals in which the negotiated price exceeds the approved funding.
- (nnn) **Vendor** means a Person currently supplying or in the business of supplying Goods, Commodities, Capital Assets, Real Estate, Construction Services, or Professional Services.

ARTICLE II

ETHICS IN PROCUREMENT

2.1 **Standard**

- 2.1.1 Every person, business, or entity involved in the procurement process must adhere to a high standard of ethics. Each will be bound by the City Code of Ethics and this Article II. Whenever this Article II conflicts with the City Code of Ethics, the City Code of Ethics shall control. It is the City's policy to seek the best overall value when procuring Goods and Services. Toward this end, the City finds and declares that its objectives will be achieved through an open, transparent, and competitive process with a broad range of responsible Vendors wishing to furnish Goods, Commodities, and Services to the City. The City declares that City Employees and Officials along with all potential Vendors have the shared responsibility for avoiding biased, anticompetitive or unethical practices when such receipt has the potential to influence a procurement decision or to gain undue advantage in a procurement competition.
- 2.1.2 The City's Ethics Code and Charter should be consulted for requirements related to lobbying and representation of business interests that come before the City Officials for decision.



2.1.3 The Procurement manager and all City Employees whose duties involve the purchase or sale of Goods/Services, or the preparation of specifications for the purchase of Goods/Services for the City, or deciding which goods shall be declared surplus are expressly prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value, directly or indirectly, from any Person or Business seeking to do business with or contract with the City or has contracted with the City within the preceding twelve (12) calendar months, or to which any Contract is awarded, or to whom any surplus Goods/Commodities may be sold. The Procurement manager is charged with establishing methods for ongoing monitoring for non-compliance with these principles.

2.2 Conflict of Interest

2.2.1 It shall be unethical for any City Employee or Official to transact any business or participate directly or indirectly in a procurement Contract when the Employee or Official knows that:

- (a) The Employee or Official or immediate family of such Employee or Official has a substantial interest pertaining to the procurement Contract, except that the purchase of Goods and Services from businesses which a member of the City Council or other City Employee has a substantial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement Contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25, interpreting such statutes as if they were applicable to a municipality.
- (b) Any other person, business or organization with whom the Employee, Official or immediate family of such Employee or Official is negotiating or has an arrangement concerning prospective employment is involved in the procurement Contract.
- (c) An Employee, Official or any immediate family of such Employee or Official who holds a substantial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that substantial interest.
- (d) All Employees and Officials will be asked to sign a disclosure document indicating his or her compliance with the City Ethics Policy.
- (e) The terms “immediate family” and “substantial interest” shall have the meaning given to such terms in the City Code of Ethics.

2.3 Gratuities, Rebates, or Kickbacks

2.3.1 *City Employees/Officials.* It shall be unethical for any City Employee or Official to directly or indirectly solicit, demand, receive, accept, or agree to receive any gratuity, reward, offer of employment services, or thing of value from any person, business, or entity in connection with any award, decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal.



- 2.3.2 *Potential Vendors.* It shall further be unethical for any person, business, or entity to offer, give, or agree to give or offer to give any Employee or Official any gratuity, reward, offer of employment, services, or thing of value with the purpose of influencing any award, decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal.
- 2.3.3 A “thing of value” shall not include:
- (a) Any gift with a value less than one hundred dollars (\$100.00);
 - (b) Food or beverage consumed at a single meal or event;
 - (c) An award, plaque, certificate, memento, or similar item given in recognition of the recipient's civic, charitable, political, professional, or public service;
 - (d) Promotional items generally distributed to the general public or to public officers;
 - (e) Rebates normally or routinely offered to customers in the ordinary course of business of such person, business or entity for the purchase of their Goods and Services are acceptable and are the property of the City; and
 - (f) Educational events, materials, and meals as described in subparagraph (ii).
- 2.3.4 *Educational Events.* Nothing in this Article shall preclude a City Employee or Official from attending seminars, courses, lectures, briefings, or similar functions at any person, business, or entity's facility or at any other place if any such seminar, course, lecture, briefing, or similar function is for the purpose of furnishing the Official, Employee, or Agent with knowledge and information relative to the person, business, or entity's products or services and is one which the City Manager determines would be of benefit to the City. In connection with any such seminar, course, lecture, briefing, or similar function, nothing shall preclude the Employee or Official from receiving meals or educational materials and business-related items of not more than nominal value from a person, business, or entity. However, no Employee or Official shall accept or receive free travel or lodging for less than the value thereof from a person, business, or entity.
- 2.3.5 *Kickbacks and Rebates.* 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.
- 2.3.6 *Contract Clause.* The prohibition against gratuities, rebates and kickbacks prescribed in this Article shall be referenced in every Contract and Solicitation.



2.4 Prohibition Against Contingent Fees

2.4.1 It shall be unethical for any Person to be retained, or to retain a Person, to solicit or secure a Contract upon any agreement or understanding for a contingent fee, except for agreements with manufacturer representatives, or agents, including, but not limited to, commercial services sales agents engaged in the business of soliciting contracts on behalf of Vendors. A “contingent fee” as used in this subsection C, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a Person has in securing a city Contract.

2.5 Use of Confidential Information

2.5.1 It shall be unethical for any Employee or Official to knowingly disclose or use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

2.6 Unauthorized Purchases

2.6.1 No purchases of Goods and Services shall be made in the name of the City or one of its departments, except such as is required for official use by the City or one of its departments. Purchases in the name of the City or a department for personal use by an individual or for other than official use are prohibited, and no City funds will be expended or advanced, therefore.

2.7 Penalties and Sanctions

2.7.1 *Legal or disciplinary action by City Council.* The City Council may take appropriate legal and/or disciplinary actions pursuant to the City Code of Ethics against any Employee, Official or other Person in violation of these ethical standards.

2.7.2 *Legal or disciplinary action by City Manager.* The City Manager is authorized to take any appropriate legal and/or disciplinary actions, including dismissal, of any Employee violating this Policy.

2.7.3 *Administrative penalties for Employees.* The City Manager may impose any one or more of the following penalties or sanctions on an Employee for violations of the ethical standards in this Article as appropriate to the situation, subject to the Personnel Manual or other appropriate appeals procedures:

- (a) Oral or written warning or reprimands.
- (b) Suspensions with or without pay for specified periods of time.
- (c) Termination of employment.



2.8 Vendor Contact During Open Solicitations

- 2.8.1 Persons seeking an award of a City contract may not initiate or continue any verbal or written communications regarding a solicitation with any Official, Employee or other City representative other than the Procurement manager named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award. The City Manager or designee will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

ARTICLE III

PROCUREMENT MANAGER

3.1 General

- 3.1.1 The City Council appoints the City Manager, or such other Employee designated by the City Manager, to serve as the Procurement manager for the City, until such time an independent third party is appointed and contracted by the City Council to serve as the Procurement manager under the direction and control of the City Manager.
- 3.1.2 The purchasing office of the City's Finance Department shall serve the City by obtaining required Commodities and Services in accordance with the laws of the State of Georgia and this Policy. The Procurement manager shall, except as otherwise specified herein, be responsible for the administration of all transactions governed by the provisions of this Policy and shall serve as the principal procurement manager of the City. The Procurement manager shall be subject to the authority and supervision of the Finance Director and/or City Manager.

3.2 Duties and Powers of the Procurement manager

- 3.2.1 Unless otherwise provided, any duties and powers of the Procurement manager may be delegated by him/her to subordinate purchasing City Employees. The Procurement manager shall faithfully discharge the following duties and powers:
- (a) Procure or oversee, cure or oversee the procurement of all goods and services needed by the City and advertise for solicitations for such goods and services as required by this Policy. Consistent with this Policy and subject to the approval of the Finance Director, the Procurement manager is authorized to establish, implement and enforce written operational procedures relating to acquisitions and dispositions subject to this Policy. Such procedures shall, to the extent consistent with applicable law and this Policy, be based upon generally accepted public purchasing principles and practices and shall become effective upon approval by the Finance Director. Additionally, these procedures may be revised, as necessary, through the same process used for their initial approval.
 - (b) Direct efforts to procure Goods, Capital Assets, Services, Construction Services and Professional Services in accordance with the requirements of this Policy, the City Charter and City Code, and the laws of the State of Georgia.



- (c) Arrange and negotiate the purchase or Contract for all equipment, supplies and contractual services for the City or any using agency; arrange and negotiate for the sale or otherwise dispose of all surplus equipment and supplies or real estate of the City or any using agency, in accordance with the requirements of this Policy, the City Charter and City Code, and the laws of the State of Georgia.
- (d) Manage and supervise purchasing support staff.
- (e) Control and supervise all City storerooms and warehouses.
- (f) Maintain and adhere to all City purchasing procedures and this Policy.
- (g) Recommend revisions to this Policy and related procedures to provide for compliance with laws related to bidding, Contracting and Purchasing as set forth in the State of Georgia Code and Regulations, by examining the applicable laws and developing procedures for bidding, Contracting and procurement processes. Revisions to this Policy shall be subject to the approval of City Council.
- (h) Plan and implement processes for the ongoing protection of the City's interests.
- (i) Establish guidelines, within this Policy, governing the review of specifications for procurement of Goods, Capital Assets and Services based on recyclability, energy and water conservation, life cycle cost, and other environmental considerations.
- (j) Provide training on procurement policies/procedures to Employees involved in the procurement process and Vendor community interested in conducting business with the City.
- (k) Maintain inventory record of all materials, supplies, software, or equipment stored in city storerooms, warehouses, and elsewhere, including monthly reports to the Finance Director that include:
 - (1) Titles of all formal solicitations and the method of source selections to be used.
 - (2) Contracts authorized by the City Council, the method of source selection used and the total dollar amount.
 - (3) Emergency Contracts awarded pursuant to Section 1.03 of the City's Charter.
 - (4) Change orders or Contract modifications authorized by the City Council and the dollar amount and reason.
 - (5) Amendments or change orders authorized by the Procurement manager and the dollar amount and reason.



- (6) Explanation of any changes, and the costs involved, in the scope of services made between the time a Contract is awarded and the time that the Contract is authorized by the City Council.
- (7) Documentation of the types, quantities, and dollar amounts of environmentally preferable Goods (including the percentage of post-consumer and total recovered material content) and Services purchased. The report shall also include dollar amounts of non-environmental or conventional Goods and Services, identify and discuss instances where this policy is waived or its requirements found impracticable, and highlight barriers to the procurement of environmentally preferable Goods and Services, if applicable.
- (l) Secure all necessary approvals of the City Manager or its designee, and the City Council prior to execution of a Contract or purchase agreement.
- (m) Determine the most advantageous method of procurement in accordance with the requirements of this Policy, the City Charter and Code, and the laws of Georgia.
- (n) Ensure that all Contracts are reviewed and approved as to form by the City Attorney, prior to execution on behalf of the City. A contract shall conform to state and federal law and to City ordinances and shall otherwise contain such provisions as are reasonably necessary to protect the interest of the City. The City Manager shall have the authority to sign contracts up to fifty thousand dollars (\$50,000.00) without City Council approval.
- (o) Ensure City Council is notified as soon as reasonably possible of all upcoming and active competitive procurements.
- (p) Whenever possible, utilize City-generated and City Attorney-approved standard agreements, and consult with the City Attorney if a contracting party breaches or is reasonably anticipated to breach its Contract with the City.
- (q) Where in the best interest of the City, require Bid/Proposal Bonds, insurance, and other forms of protection for the City on the process of procuring Goods, Capital Assets, Services and Construction Services for the City.
- (r) Terminate solicitations for Bids for any Goods, Capital Assets, Services, Construction Services and Professional Services when, in the opinion of the Procurement manager and approval by the City Manager, it is in the City's best interest to do so.
- (s) Reject any and all bids, when in the opinion of the Procurement manager and approval by the City Manager it is in the City's best interest to do so.
- (t) Advise the Finance Director and City Manager on the status of negotiations, as well as Contract provisions and their impacts on the City.
- (u) Make recommendations on Contract approval, rejection, Amendment, and cancellation.



- (v) Provide Contract administration and supervision of Contracts. Such tasks shall include, but not be limited to, monitoring Amendments, obtaining applicable insurance certificates and monitoring applicable progress.
- (w) Provide and update all forms to procure Goods, Services, and Professional Services.
- (x) Administer the use of City purchasing cards in compliance with the Purchasing Card Policy which is attached as Appendix B hereto and incorporated herein by reference. The use of all City issued purchasing cards shall be governed by the Purchasing Card Policy.

ARTICLE IV

THE PROCUREMENT PROCESS

4.1 General

- 4.1.1 The procurement process begins when the need to obtain goods or services is identified. All functions that pertain to the acquisition, including competitive procurement, contract negotiation and award, and all phases of contract administration are included in the procurement process.
- 4.1.2 The Procurement manager shall not execute any contract for goods or services until the Finance Director certifies, after pre-audit, that there is to the credit of the UD, a sufficient unencumbered appropriation balance in excess of all unpaid obligations, to defray the amount of such contract. Subject to the approval of the Finance Director, the Procurement manager may issue operating rules to ensure compliance with this Article.

4.2 Requisition

- 4.2.1 Requisitions are necessary to initiate the procurement process. A Requisition is essentially a request to purchase Goods, Capital Assets, Services, Construction Services or Professional Services. **See Appendix C** for sample PR form. It lets the Procurement manager know, in detail, what the UD needs and whether the purchase or expenditure is authorized. In general, UDs must prepare Requisitions for all procurements within the scope of this Policy.
- 4.2.1 The following steps shall be completed to initiate the procurement process:
 - (a) *Determine Need.* The UD is responsible for determining the need for a Good/Service and providing appropriate documentation and justification therefore, including a Requisition.
 - (b) *Determine Funding.* The UD is responsible for ensuring budget availability. Specific budget account numbers must be on the Requisition form.
 - (c) *Determine Specifications.* The UD is responsible for determining the quantity, quality, dimensions, duration and all other necessary specifications essential to the determination of what is to be procured. The specifications must, where applicable, conform to the approved City standards for identity and continuity.



- (d) *Prepare Requisition:* Requisitions shall be prepared far enough in advance that the Procurement manager can obtain competitive prices and the Vendor has enough time to make the delivery. The Requisition form must contain the following information, where applicable to the goods or services sought:
- (1) The UD's name and contact information of the department/division and the Employee preparing the Requisition.
 - (2) The Requisition Number.
 - (3) The date the Requisition is prepared/issued.
 - (4) The definitive delivery date or date/duration of service (lead time of at least one week, must be allowed).
 - (5) A complete description and specifications of goods or services.
 - (6) The quantity.
 - (7) The estimated cost.
 - (8) The delivery destination.
 - (9) The complete budget account number.
 - (10) All previous known purchase information, quotation, or contract.
 - (11) All known or suggested Vendor(s).
 - (12) Must include authorized signature (i.e., approval) from department director.
- (e) *Routing the Requisition.* After creating the Requisition number and preparing the Requisition form, UDs shall transmit the Requisition to the following stations:
- (1) The department director shall certify that the Requisition is authorized.
 - (2) The Finance Director shall certify, by signature, that the proper account was listed and the availability of budgetary funds.
 - (3) The Procurement manager shall process the Requisition through the appropriate procurement method and obtain all necessary approvals.
- (f) *Acceptance of Procured Item or Service.* Within twenty-four (24) hours, the UD is responsible for advising the Procurement manager in writing on a receiving report the receipt of the Goods procured and whether or not such Goods are found to be



unsatisfactory. All returns of Goods or Capital Assets must be initiated by the UD through the Procurement manager. Additionally, all Amendments or cancellation to any agreements must be made by the Procurement manager.

4.3 Purchase Orders and Contracts

- 4.3.1 The Procurement manager shall issue Purchase Orders for all approved Requisitions.
- 4.3.2 If a Contract is required or appropriate, all negotiations of agreements for Goods and Services shall be conducted by the Procurement manager. It is recognized that special situations may exist where there is a special need for the UD to be involved in the negotiation process. This must be in conjunction with the Procurement manager at all times. The Procurement manager will make final recommendation for agreements.
- 4.3.3 The Procurement manager will review the Contract for form, completeness, insurance considerations, legal implications, and any other items dictated by each situation. The Contract will then be sent to the UD and approved by the department director and returned to Purchasing.
- 4.3.4 All Contracts not arising out of the proprietary functions of the City shall conform with O.C.G.A § 36-60-13.
- 4.3.5 Once a Contract is awarded by the City, the Contract may be amended, without the necessity of rebidding such Contract, provided the original Contract amount and the scope of the Contract is not substantially altered. The Procurement manager will review all change orders. Change orders will be processed to correct the account distribution, quantity, addition/deletion of line items, change in description and unit price. If the quoted price of the change order is more than \$2,500.00, or five percent (5%) of the contract amount, shall require additional Requisitions and approval from all necessary parties pursuant to the Purchasing Thresholds. The Procurement manager cannot use the change order process to circumvent this Policy. Change orders cannot substantially change the scope of the Contract.

4.4 Termination of Contracts

- 4.4.1 Upon recommendation by the user department(s) and city attorney, the city manager shall have the authority to cancel a contract for any reason in accordance with the contract terms and conditions and applicable laws.



ARTICLE V

PURCHASING THRESHOLDS

5.1 Purchasing Thresholds Matrix

5.1.1 Purchases may not be artificially divided as to constitute an informal purchase, thereby circumventing the dollar limit requirement for competitive sealed Bids/Proposals.

5.1.2 The following dollar amounts and approvals apply to all City departments.

| | Procurement Method* | Required Approvals** | Amendments / Change Orders |
|---|--|---|--|
| ≤ \$1,000.00 | No competition - one (1) quote, Requisition, and PO. | 1. Department director 2. One-time informal procurement processed by UD. | Increases greater than five percent (5%) or Two Thousand, Five Hundred Dollars and 00/100 Cents (\$2,500.00) – excluding any contingency – require additional Requisition and approval from all necessary parties. |
| \$1,000.01 - \$4,999.99 | Three (3) written quotes, Requisition, and PO | 1. Department director 2. Procurement manager 3. Informal procurement processed by UD. | |
| \$5,000.00 - \$49,999.99 | Competitive Procurement (Informal Solicitation): - Requisition, PO, and/or Contract as appropriate. | 1. Department director 2. Finance Department 3. Procurement manager 4. City Manager 5. City Attorney (contracts) | |
| \$50,000.00 > | Competitive Procurement (Formal Solicitation): - Requisition, PO, and/or Contract as appropriate. | 1. Department Director 2. Finance Department 3. Procurement manager 4. City Manager 5. City Attorney (contracts) 6. City Council | |
| *The Procurement Methods listed above are not applicable to Sole Source Procurement, Single Source Procurement, Emergency Procurement, Cooperative Purchasing, and Real Estate Acquisition. See Article VII (Noncompetitive Procurements). Notwithstanding this exclusion, the Required Approvals must still be obtained based on the applicable purchasing threshold unless otherwise provided in Article VII. | | | |
| **City Council approval is always required for purchases exceeding Fifty Thousand Dollars and 00/100 Cents (\$50,000.00) and if purchase is not within the annual budget. | | | |



5.2 Purchasing Thresholds Described

- 5.2.1 Though competitive procurement may not be required under the applicable purchasing threshold, the Procurement manager may require the purchase to be competitively procured if he or she deems it necessary to best serve the interests of the City.
- 5.2.2 Small purchases may be made up to **\$1,000.00** without Quotes. Department Director may approve small purchases if within annual budget. The UD shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered. The City Purchasing Card may be used in lieu of a Purchase Order if acceptable by the Vendor. In the event a Purchase Order is required, the UD must create a Requisition to generate a Requisition number Procurement manager for processing.
- 5.2.3 Purchases from **\$ 1,000.01 - \$4,999.99** will require a Requisition Form, Requisition Number, Purchase Order, and a minimum of three (3) written quotes. If after due diligence, the UD cannot reasonably find three (3) quotes, the Procurement manager can waive the quote requirement if presented with sufficient written justification from UD. The Department Director, Procurement manager, and Finance Director must approve the purchase. The Procurement manager shall issue a Purchase Order to the lowest, responsive, and responsible vendor quote submitted. The Procurement manager shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered. If a contract is involved, it must be reviewed and approved by the City Attorney and may be executed by the City Manager or Mayor.
- 5.2.4 Purchases from **\$5,000.00 - \$49,999.99** will require a Requisition, Purchase Order, and a minimum of three (3) quotes via the informational solicitation method. *See Informal Solicitations, Article VI.* If after due diligence, the Procurement manager cannot reasonably find the required quotes/bids/proposals, the quote requirement may be waived if sufficient written justification is provided. The department director, Procurement manager, Finance Director, and City Manager must approve the purchase. The Procurement manager shall issue a Purchase Order to the lowest, responsive, and responsible Vendor Quote submitted. The Procurement manager shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered. If a contract is involved, it shall be reviewed and approved by the City Attorney and may be executed by the City Manager or Mayor.
- 5.2.5 Purchases of **\$50,000.00 and greater** will require a Requisition, Purchase Order, and formal solicitation. *See Formal Solicitations, Article VI.* The Department Director, Procurement manager, Finance Director, City Manager, and City Council must approve the purchase. If a contract is involved, it must be reviewed and approved by the City Attorney and executed by the Mayor.
- 5.2.6 *State/Federal Grants or Funds.* Periodically, the City may be given private/public grants and donations from sources such as the State and Federal Government and private corporations. These types of solicitations are more restrictive and may dictate the procurement process and methodology that the City is to follow for an award. *See Projects Using Federal Aid Highway*



Program (FAHP) Funding, Article VIII. Both federal and state procurement supersedes the purchasing requirements of the City when buying goods and services using federal or state grant monies. Departments should refer to the Federal Acquisition Regulations for guidance on specific federal procurement policies.

ARTICLE VI

COMPETITIVE PROCUREMENTS

6.1 Informal Solicitations

6.1.1 Procurements that involve amounts less than \$50,000.00 do not require a formal sealed Bid/Proposal process. However, the processes used for this type of procurement will include as much competition as is consistent with the anticipated cost of the procurement and in the best interest of the City as determined by the Procurement manager or relevant Department Head, as appropriate. Purchases may not be artificially divided as to constitute an informal purchase, thereby circumventing the dollar limit requirement for competitive sealed bids/proposals.

6.1.2 Informal purchases are classified by two (2) categories:

- (a) Those that may be made directly by the UD (\$1,000 up to \$4,999.99 threshold). Each UD is granted the authority to handle purchases where the cost is less than \$5,000.00. Three (3) written quotations are required for purchases where the cost is \$1,000.00 or greater but less than \$5,000.00. Purchases may not be artificially divided in order to qualify for handling by the UD. Neither should this process be used for frequently recurring acquisitions that warrant volume purchases or Periodic Term Contracts.
- (b) Those that are required to be done through the central procurement office. The Procurement manager shall obtain Commodities and Services competitively through the Quotes solicitation method where the cost is \$5,000.00 to \$49,999.9. A minimum of three (3) quotations is required unless an adequate source supply is not available.

6.1.3 Requests for Informal Quotes are Informal Solicitations (“IS”) that are prepared and issued with the goal of obtaining competitive responses. IS shall be used for all purchases from \$5,000.00 to \$49,999.99 under the Quotes solicitation method, unless otherwise provided by this Policy. The steps outlined below to complete an IS will cover purchases delegated to UDs as well as those handled through the Procurement manager.

- (a) The UD prepares the Requisition, Requisition number, and develop specifications, scope of work, etc. for all Goods and Services being requested. Upon finalization of the specifications, prepare any documents required by the IS and sent to the Procurement manager for approval.
- (b) Use the Formal Solicitation Process if the Procurement manager deems it necessary to serve the best interests of the City.



- (c) The Procurement manager will prepare the Quote solicitation and send a copy to the identified Vendors.
- (d) *Public Notice.* The Procurement manager shall, at a minimum, post a copy of the Quote on the City's website, and provide any additional public advertisement if required by law.
- (e) The Procurement manager and UD shall evaluate the responses to the Quote for the lowest, responsive, and responsible submission. On or after the due date indicated in the Quote, the Procurement manager shall determine which quote best serves the City's interests. Tie informal Quotes shall be handled in the same way as tie formal Bids. A split or partial award may be given to the lowest cost provider of each item or reasonable grouping of items if:
 - (1) The Quote requires multiple Goods or Services;
 - (2) More than one Vendor provides a Quote that meets the specifications for the Goods or Services;
 - (3) A price comparison can be made between the Goods or Services; and
 - (4) An acquisition, delivery, and other requirements can be reasonably administered.
- (f) Amend the Requisition and include authorized approvals.
- (g) The Procurement manager shall prepare and issue Purchase Order or Contract, where appropriate.

6.2 Formal Solicitations

- 6.2.1 All purchases of \$50,000.00 or greater require a formal solicitation. The Procurement manager shall determine whether the method of formal solicitation is appropriate for the subject purchase. A Bid/Proposal Bond or Performance Bond may be required for any solicitation.
- 6.2.2 *RFBs* are prepared and issued with the goal of obtaining competitive sealed Bids and is used whenever possible as it allows for qualified, responsive Bidders to compete on the basis of price in the procurement of Goods, Capital Assets, Services, and Construction Services. The process to initiate and complete an RFB is outlined below:
 - (a) The UD prepares Requisition form and develops specifications, scope of work, etc. for all goods and services being requested.
 - (b) Upon finalization and approval of the specifications, the Procurement manager shall prepare any documents required for the RFB.



- (c) *Public Notice.* The Procurement manager shall advertise the RFB on the City's website, at City Hall, and provide additional public advertisement if required by law. Said public notice shall include such details and specifications as will enable the public to know the extent and character of the RFB and shall be advertised a minimum of thirty (30) calendar days prior to the date set for bid opening, unless it can be demonstrated that an Emergency exists, pursuant to Article VII (Emergency Procurement). In such event, the requirement for public notice may be reduced by the Procurement manager.
- (d) *Correction/Withdrawal of Bids.* Correction or withdrawal of inadvertently erroneous Bids is permitted in accordance with the terms indicated within the RFB; however, minor irregularities may be waived by the Procurement manager. No Bid may be withdrawn for a period of ninety (90) calendar days after the time scheduled for Bid opening, or as otherwise stated in the RFB.
- (e) *Opening Sealed Bids.* Bids shall be opened publicly by the Procurement manager or the designee of the Procurement manager and at least one other witness at the time and place designated in the RFBs. All relevant information, including each Bid amount and Bidder's name, will be recorded on a summary sheet. Late bids will be rejected and returned unopened. Interested persons shall have access to information regarding procurement transactions of the City in accordance with City policy and the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*
- (f) *Evaluation of Bids.* Bids will be evaluated based on the qualification factors set forth in the RFB, which may include criteria to determine acceptability of Goods or Capital Assets (for example, inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose). Criteria for the acceptability of Goods or Capital Assets shall be used to determine whether particular Goods are responsive to the RFB, and not to determine the relative desirability between acceptable Goods or Capital Assets. The City reserves the right to waive any informalities or irregularities of Bids, to request clarification of information submitted in any Bid, to further negotiate with the Bidder selected for Contract award, or to reject any or all Bids for any reason whatsoever.
- (g) *Contracts.* The Bid may require a Contract. Once the proposed contract terms, exceptions, and/or modifications are reviewed and approved by the City Attorney, the Procurement manager may submit his or her recommendation and the proposed Contract to the City Council for approval and award.
- (h) *Award of Bids.* The Procurement manager shall conduct evaluative due diligence and submit his or her recommendation and proposed Contract to the City Council for approval and award. The Bid will be awarded, if an award is made, to the Responsible and Responsive Bidder offering the lowest price whose bid meets the requirements and criteria set forth in the RFB. The Contract shall be approved by City Council prior to execution and/or performance.
- (i) Upon the award of bid, the UD creates the PR number and Procurement manager shall prepare a Purchase Order or Contract, if appropriate.



- (j) *Split/Partial Awards.* Split or partial bid awards may be awarded with the same guidelines and restrictions as those provided for split or partial Informal Solicitations.
- (k) *Tie Bids.* In the event two (2) or more identical Bids are received, the following procedure will be used when the basis of award is low bid:
 - (1) A tie Bidder whose products are manufactured in Georgia would be recommended to the City Council for an award, over a Tie Bidder without products manufactured in Georgia. *See* Article IX (1).
 - (2) If the procedures in (i) above do not result in an award, then the tie Bidder who has environmentally preferable goods and services would be recommended to the City Council for an award. *See* Article IX (2).
 - (3) If the procedures in (i) and (ii) above do not result in an award, then to the extent permitted by law, a tie Bidder having an office within the limits of the City would be recommended to the City Council for an award over one without an office in the City. A Person within the state of Georgia would be recommended to the appropriate approving authority for an award over one without an office in Georgia.
 - (4) If the procedures in (i) through (iii) above do not result in an award, the tie Bidders will be contacted and advised of the tie and asked if they wish to reduce their bid in writing submitted in a sealed envelope to be opened at the time and place stated by the Procurement manager or the designee of the Procurement manager. If one or more of the tied Bidders agrees to participate, award will be made to the new low bid. If none of the tied Bidders agree to participate or if the new bids are tied, then City staff shall break the tie by following the procedures described below, as necessary.
 - (5) If all of the procedures above do not result in an award, then, the Procurement manager or the designee of the Procurement manager in the presence of at least two (2) witnesses will flip a coin one time. Award to the winner of the coin flip will be recommended to the City Council.

6.2.3 *RFPs.* When the Procurement manager determines the use of a RFB is not practical or advantageous because of existing market conditions or the type of items required, the City may procure Goods, Capital Assets, Services, or Construction Services through receipt of competitive sealed proposals. Competitive sealed proposals are solicited through the use of an RFP, with the goal of obtaining competitive responses. The process to initiate and complete RFP is outlined below:

- (a) The UD prepares Requisition form and develops specifications, scope of work, etc. for all goods and services being requested.
- (b) Upon finalization and approval of the specifications, Procurement manager shall prepare any documents required for the RFP.



- (c) *Public Notice.* The Procurement manager shall advertise the RFP on the City's website, at City Hall, and provide additional public advertisement if required by law. Said public notice shall include such details and specifications as will enable the public to know the extent and character of the RFP and shall be advertised a minimum of thirty (30) calendar days prior to the date set for opening proposals, unless it can be demonstrated that an Emergency exists, pursuant to Article VII. In such event, the requirement for public notice may be reduced by the Procurement manager.
- (d) *Correction or Withdrawal of Proposals.* Correction or withdrawal of proposals is permitted in accordance with instructions contained within the RFP. No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for proposal opening, or as otherwise stated in the RFP.
- (e) *Opening Sealed Proposals.* Proposals shall be opened publicly by the Procurement manager, in the presence of one or more witnesses at the time and place designated in the RFP. A register of proposals is prepared that lists each Proposer's name. Late proposals will be rejected and returned unopened.
- (f) *Evaluation of Proposals.* The RFP will identify the criteria to be considered and evaluated as the basis of award. Proposals submitted by Responsible and Responsive Proposers are evaluated by the Procurement manager or the designee of the Procurement manager based upon the criteria applicable to the RFP. All proposals (or the most acceptable proposals in the discretion of any committee evaluating proposals) will be ranked in the order of their acceptability to the City, considering the criteria.
- (g) *Contract Award.* Once the proposed contract terms, exceptions, and/or modifications are reviewed and approved by the City Attorney, the Procurement manager may submit recommendation and the proposed Contract to the City Council for approval and award. The Contract award will be awarded, if award is made, by the City Council to the Responsive and Responsible Proposer whose proposal is determined, in the City's exclusive discretion, to be the most advantageous to the City, taking into consideration price, qualifications, and other factors as indicated in the RFP. Unless otherwise provided by law, the City has no obligation to award the Contract to the Proposer who proposes the lowest price.
- (h) *Public Access to Proposal Documents.* Interested persons shall have access to information regarding procurement transactions of the City in accordance with City policy and the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.* All meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. Unless otherwise provided herein, by submission to the City, Proposers waive any claim to the proprietary nature of submitted information. The Proposer may designate in the smallest increments possible, that part of the qualifications which is deemed to be proprietary, which, subject to the City's reasonable determination, shall be redacted for purposes of the public agenda. Proposals and all related correspondence are governed by the Georgia Open Records Act and shall be provided to anyone properly requesting same,



after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law and clearly marked as proprietary by the Proposer. In the event the Proposer deems certain information to be exempt from the disclosure requirements, the Proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Proposer's assessment will be examined by the City Attorney who will decide. The decision to withhold or release the information will be at the City Attorney's sole discretion.

6.2.4 *RFQs* may be used if the Procurement manager determines that it is in the City's best interest to evaluate the experience and qualifications of a Service, Construction Service or Professional Service provider, prior to issuing the solicitation. The procedure for soliciting, opening, and evaluating statements of qualifications shall be the same as described herein for competitive sealed proposals (RFP). Such service providers whose qualifications meet the criteria established in the RFQ, at the sole discretion of the City will be eligible to participate in the issuance of a solicitation for the Goods or Services relative to the pre-qualification.

6.2.5 *Pre-qualification process* shall be mandatory for Public Works Construction Contracts governed by O.C.G.A. 36-91-20. The Procurement manager is authorized to determine if a process for mandatory pre-qualification for competitive sealed Bids/Proposals is appropriate for the procurement of a particular Commodity or Services, subject to these requirements:

- (a) Criteria for pre-qualification shall be reasonably related to the project or the work quality.
- (b) Criteria for pre-qualification shall be available to any prospective Bidder requesting such information.
- (c) There shall be a method of notifying prospective Bidders of the criteria for pre-qualification.
- (d) There shall be a procedure for a disqualified Bidder to respond to his or her disqualification to the Director; however, such procedure shall not include a formal appeal or protest.

No Bid/Proposal shall be eligible for consideration from a prospective Bidder who has not been pre-qualified on the procurement in question where the RFB or the RFP specified that pre-qualification would be mandatory, and any non-compliant Bid/Proposal received shall be returned to the prospective Bidder unopened.

6.2.6 *Multi-step RFQ Solicitation.* The City may initiate the multi-step solicitation process described below when: (1) the Procurement manager determines it is impractical to prepare an adequate or complete description of the Goods, Capital Assets, Services or Construction Services desired (due to insufficient data, uncertain requirements, unfamiliar market options, etc.); (2) the Procurement manager desires to identify a field of qualified Bidders, Proposers, Goods or Services, out of a broader field of Bidders, Proposers, Goods or Services; or (3) the Procurement manager determines



that a multi-step process would best serve the City's interests. The City may request that priced proposals be submitted in two (2) separate envelopes, with pricing information contained in one envelope and all other requested information contained in the other envelope. In such case, proposals will be evaluated in accordance with the requirements set forth in the RFP, initially without regard to price and without opening the envelope containing pricing information. Based on such evaluation, the City will establish a field of at least three (if possible and available) qualified or most qualified Proposers. The City may conduct interviews with Proposers to aid in the identification of qualified or most qualified Proposers. In the event the City conducts interviews with Proposers, the City is not required to interview any Proposers deemed by the City to be unqualified or less qualified than other Proposers. After establishing a field of qualified or most qualified Proposers, the City will open the pricing envelopes of only the qualified or most qualified Proposers and evaluate such pricing information in the manner described in the RFP for purposes of recommending/making an award (e.g. most advantageous proposal, price and other factors considered, or low price submitted by qualified Proposers). In the absence of specific instructions to the contrary in the RFP, pricing information will be evaluated together with all other information required by the RFP for purposes of selecting among the qualified field of Proposers the most advantageous proposal, price and other factors considered.

6.3 Solicitations Requiring Public Notice in the Georgia Procurement Registry (GPR)

6.3.1 The GPR is the state's central bid registry established by the Department of Administrative Services (DOAS) and managed by the agency's State Purchasing Division (SPD). The GPR provides for the advertising of bid opportunities by state and local governments to ensure transparency and offer market competition.

- (a) The City shall advertise all Bid/Proposal opportunities for **Goods, Services, or both** that are valued at **\$50,000.00 or more** in the GPR for a minimum of thirty (30) calendar days prior to the date set for opening bids/proposals. Each advertisement shall include such details and specifications as will enable the public to know the extent and character of the bid or proposal opportunity. *See* O.C.G.A. § 36-80-27.
- (b) The City shall advertise all contract opportunities for **public works construction** that are valued at **\$50,000.00 or more** in the GPR for at least four (4) continuous calendar weeks prior to the opening of the sealed bids or proposals, unless otherwise provided by O.C.G.A. § 36-91-20.
- (c) The Procurement manager may adopt procedures requiring additional bid or proposal opportunities to be advertised on the GPR.



ARTICLE VII

NON-COMPETITIVE PROCUREMENTS

7.1 General

- 7.1.1 The provisions of this Policy Article shall apply to the procurement of Goods, Capital Assets, Services, Construction Services or Professional Services, when the Procurement manager determines that competitive procurement is not practical, feasible, or possible. Notwithstanding any other provision, any Contract or subcontract entered into by the City with any Person for the construction, reconstruction, or maintenance of all or part of a public road in the City including, but not limited to, a Contract or subcontract for the purchase of materials, for the hiring of labor, for professional services, or for other things or services incident to such work, shall be entered into in accordance with O.C.G.A. § 32-4-114. In most cases, this Policy recognizes four (4) non-competitive procurement methods and the conditions under which each method shall be used. The Procurement manager shall make the determination of the type of method selected.

7.2 Sole Source Procurement

- 7.2.1 The City may acquire Goods, Capital Assets, Services, Construction Services or Professional Services pursuant to a Sole Source Procurement. Sole Source Procurement is available when Goods, Services, or Professional Services are available from only one (1) Vendor that can fill requirements for the intended use. Single Source Procurement may be used for compatibility with equipment for repair purposes, or for compatibility with existing systems. Standardization may require a single source procurement, depending upon the intended use. Standardization, which is either established as a result of past procurement(s) or by approval of the City Manager, can be a satisfactory justification for a sole/single source. See **Appendix C**. For each instance in which the use of Sole Source Procurement is proposed, the UD must complete the Non-Competitive form and provide to the Procurement manager a written report that identifies the specific reasons justifying such use and shows the requirements stated herein are satisfied. The Procurement manager may authorize the use of Sole Source Procurement only if he/she determines that such use fully complies with the requirements stated herein.

7.3 Emergency Procurement

- 7.3.1 The City may acquire Goods, Capital Assets, Services, Construction Services or Professional Services by directly negotiating an award in the event of an Emergency. An Emergency exists when a situation occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety, or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or injury to the City. Emergency also exists if a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e., Good, Services, or Professional Service) is essential to comply with regulatory requirements. The City Manager shall make the determination when an Emergency



exists. Such emergency procurements shall be made with as much competition as is practicable under the circumstances.

- 7.3.2 When the need for an emergency purchase occurs during normal working hours, the UD must complete a Non-Competitive form and provide to the Procurement manager a written report that identifies the specific reasons justifying such use and shows the requirements stated herein are satisfied to obtain approval from the City Manager or his designee. If an Emergency situation should arise after office hours which requires immediate action on the part of the agency involved for the protection of the best interest of the City or if a like situation arises on a weekend or holiday and when it is not possible or convenient to reach the City Manager or Procurement manager, any purchase necessary shall be made by the official in charge of such department or agency, and such purchase reported to the Procurement manager within twenty-four (24) hours.
- 7.3.3 As soon as practicable, a record of each Emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the Contract, a listing of the item procured under the Contract, and the identification number of the Contract file. Moreover, written determination of the basis for declaring the Emergency and for the selection of the particular Person for the provision of Goods, Capital Assets, Services, Construction Services or Professional Services shall be included in the Contract file. If the cost of the procurement is \$50,000.00 or more it will require ratification by City Council at the next meeting following the emergency procurement.

7.4 Cooperative Purchasing

- 7.4.1 The City may acquire Goods, Capital Assets and Services by from a Vendor having a requirements Contract/Annual Agreement with any public entity (e.g., federal, state, county, city, authority, school board, Buying Cooperative, etc.) for Goods, Capital Assets or Services described in such contract and at prices or discounts no less favorable than any set forth in such Contracts. The sponsoring entity, whether federal, state, or local must have performed a competitive procurement process and entered into a contract that stipulates allowance for other governmental entities to purchase from the Vendor at the same price and under the same terms and conditions as extended to it. If such arrangement has not been made a part of the contract, written permission from the sponsoring entity and the awarded Vendor must be obtained. Documentation to substantiate this decision will be maintained by the Procurement manager. Prior to making any purchase, the Procurement manager shall obtain approval from all necessary parties pursuant to the applicable purchasing threshold.
- 7.4.2 *Use of State/Co-Op Contracts.* The Procurement manager may procure supplies, services or construction items through the Contract established through competitive means by the purchasing division of the State of Georgia, national Co-Ops (i.e.-U.S. Communities), and collaborative purchasing agreements with other local governments when deemed to be in the best interest of the City.



7.5 Real Estate Acquisitions¹

- 7.5.1 *Compliance with applicable provisions.* All real estate acquisition activities shall conform to applicable federal, state (e.g. O.C.G.A § 36-80-18 and O.C.G.A § 36-60-13) and local laws and regulations and shall be subject to the provisions of the City Code of Ethics.
- 7.5.2 *Confidentiality.* The City Council and City staff shall maintain the confidentiality of potential and on-going real estate acquisitions and related information subject to the provisions of the Open Meetings and Open Records Acts.
- 7.5.3 *Formal Approval.* All real estate transactions shall be formally approved by the City Council in a public meeting prior to the City entering a sales contract. This shall not interfere with the City Council's ability to discuss same and negotiate terms in Executive Session subject to the requirements of the Open Meeting and Open Records Acts.
- 7.5.4 *Appraisals.* For any piece of real estate, for which a sales contract has been signed, the City will conduct at least one appraisal by an independent third-party who holds the Member of the Appraisal Institute (MAI) membership designation.
- 7.5.5 *Land Acquisition Procurement Process.*
- (a) City staff will investigate/identify properties for purchase that generally meet an approved strategy. Furthermore, land purchased with a specific funding source will only be used for such purposes anticipated and/or authorized. If the City determines the land cannot be used for its intended purpose, the City may dispose of the property in a manner consistent with Georgia law and funds raised through the sale of the property will be used for future land purchases consistent with the purposes authorized.
 - (b) City staff may work with a Real Estate broker to gather information and make site visits related to properties under consideration for acquisition.
 - (c) City staff will regularly brief the City Council in Executive Session on properties the City is considering purchasing to receive direction on "terms and price".
 - (d) City staff will negotiate "Letters of Intent" with landowners on properties the City Council has provided staff with direction on "terms and price".
 - (e) City staff will conduct due diligence on the real estate to be purchased including at a minimum but not limited to: (i) Environmental testing (Phase I required, Phase II and specialized testing if warranted); (ii) Production of an ALTA survey of the property; (iii) Production of a MAI appraisal of the property; (iv) Complete title work on the property; and (v) Other reasonable due diligence activities as warranted.

¹Reference Note- See O.C.G.A. § 36-37-1 et seq. for provisions governing the disposition of municipal property or acceptance of gifts, grants, or donations of property.



- (f) City staff will present the findings of the due diligence on the property to be purchased in executive session and may request a Resolution from the City Council authorizing the City Manager to execute any and all closing documents to complete the purchase of the property.

ARTICLE VIII

PROJECTS USING FEDERAL AID HIGHWAY (FAHP) FUNDING

8.1 Requirements

- 8.1.1 The City shall use the competitive negotiation method for the procurement of engineering and design related services when FAHP funds are involved in the contract (as specified in 23 U.S.C. § 112(b)(2)(A) and 23 CFR § 172.5(a)(1)). The solicitation, evaluation, ranking, selection, and negotiation shall comply with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. § 1101 *et seq.*, commonly referred to as the Brooks Act. *See Appendix A.*

ARTICLE IX

PREFERABLE GOODS AND SERVICES

9.1 Preference for Products Manufactured in Georgia

- 9.1.1 When contracting for or purchasing supplies, materials, equipment, or agricultural products, excluding beverages for immediate consumption, the City shall give preference, as far as may be reasonable, economical, and practicable, to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in the State of Georgia. Such preference shall not sacrifice quality.
- 9.1.2 In determining whether such a preference is reasonable in any case where the value of a Contract for or purchase of such supplies, materials, equipment, or agricultural products exceeds \$100,000.00, the City shall consider, among other factors, information submitted by the Bidder which may include the Bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a Bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced Goods. Any such estimates shall be in writing. The City shall not divide a contract or purchase which exceeds \$100,000.00 for the sole purpose of avoiding these requirements.



9.2 Environmentally Preferable Goods and Services

9.2.1 In determining which Goods, Capital Assets and Services to purchase, the City shall integrate environmental factors into the City's procurement decisions, when available and commercially practicable in the reasonable discretion of the UD. Whenever possible or practicable, the City shall:

- (a) Purchase copy, computer, and fax paper with at least thirty percent (30%) post-consumer recycled content;
- (b) Purchase non-emergency fleet vehicles that provide the best available net reduction in vehicle fleet emissions including, but not limited to, the purchase of alternative fueled and hybrid vehicles;
- (c) Consider purchasing lower emission emergency fleet vehicles with comparable specifications for performance, safety, and fuel availability during emergencies as conventionally powered emergency fleet vehicles;
- (d) Purchase at least Energy Star rated equipment and appliances for use in local government facilities when practicable based upon considerations of Life Cycle Costs;
- (e) Purchase water-saving products, including WaterSense labeled, whenever practicable, including but not limited to, high performance fixtures such as toilets (1.28 gallons per flush or less), urinals (0.5 gallons per flush or less), low-flow faucets (1.5 gallons per minute or less), aerators, and upgraded high-efficiency irrigation systems;
- (f) Replace disposable with re-usable, recyclable, or compostable Goods;
- (g) Consider Life Cycle Cost Assessment; and
- (h) Evaluate, as appropriate, the environmental performance of Vendors in providing Goods and Services.

9.2.2 The analysis to determine environmentally preferable Goods and Services may include raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, disposal of products, or service delivery. Specifically, factors that should be considered by the UD when determining that Goods have environmentally preferable attributes include, but are not limited to:

- (a) Minimization of virgin, unrecycled material used in Goods;
- (b) Maximization of recycled materials used in Goods;
- (c) Life cycle economics of Goods and Services;
- (d) Reuse of existing Goods or materials in Goods;



- (e) Recyclability, biodegradability and composability of Goods;
- (f) Minimization of packaging;
- (g) Reduction of energy and fuel consumption;
- (h) Reduction of water consumption;
- (i) Toxicity reduction or elimination;
- (j) Durability and maintenance requirements; and
- (k) Ultimate disposal of the Goods.

ARTICLE X

PROTESTS, SUSPENSION, AND DEBARMENT

10.1 Right to Protest

10.1.1 Any actual Bidder or Proposer who is aggrieved in connection with the formal solicitation or award of a Contract, with the exception of real estate solicitations, may protest to the City. Protestors shall seek resolution of their protests/complaints initially with the City Manager.

10.1.2 *Timeliness.*

- (a) Protests arising from factual or legal basis that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three (3) business days of the submission of the Bid/Proposal.
- (b) Protests arising from factual or legal basis the protestor knew or should have known subsequent to the date the Bid/Proposal was submitted must be submitted within ten (10) business days after the protestor knew or should have known of such basis, but in no event shall any protest be submitted more than ten (10) business days after the Contract Award.
- (c) Untimely protests are invalid and shall be denied as such.

10.1.3 *Contents of Protest.* The protest shall, at a minimum, be in writing and include the following information:

- (a) Identity and contact information of protestor;
- (b) Appropriate identification of the subject solicitation or award;
- (c) Detailed statement of the legal and factual grounds of the protest;



- (d) Documentation supporting the protest and/or allegations;
 - (e) Statement of the specific relief requested; and
 - (f) Signed by an officer or person authorized to sign contracts on behalf of the protestor.
- 10.1.4 *Submission of Protests.* All protests shall be submitted to the City Manager via registered mail, overnight delivery, or hand delivery with a courtesy copy via electronic mail.
- 10.1.5 *Protest Resolution.* If a protest complies with subsections (1) through (3) above, the City Manager shall request a response from the Procurement manager. The Procurement manager's response will be returned to the City Manager within seven (7) business days of the submission of the protest. The City Manager is empowered to decide to uphold, dismiss or amend the decision of the Procurement manager.
- 10.1.6 *Decision on Protest.* The City Manager shall inform the protestor of the decision in writing within fifteen (15) business days of the submission of the protest or, if the City Manager requires more time to render a decision, the City Manager will advise the protestor within the initial ten (10) business days of the additional amount of time required to render a decision.
- 10.1.7 *Appeals.* Any actual Bidder or Proposer who is aggrieved by the decision of the City Manager in connection with a protest shall file a notice of appeal with the City Manager and City Clerk within seven (7) business days of receipt of the decision.
- (a) *Hearing.* The City Manager shall set a hearing date before City Council not more than thirty (30) calendar days from the date of receipt of the notice. The City Clerk shall cause notice of the hearing date, time, and location to be served upon the parties by registered mail. At the hearing, all parties shall be provided with a fair and impartial hearing and shall be allowed to offer argument as to whether the City Manager's decision should be affirmed or overturned. Said hearing will not be de novo but shall be of an appellate nature.
 - (b) *Decision.* Within seven (7) business days of the hearing, the City Council shall issue a written decision on the appeal, which shall either affirm or reject the City Manager's decision. The City Clerk shall send a copy to the protestor(s) by registered mail.
 - (c) *Finality.* A decision by the City Council under subsection 6(b) above shall be final and conclusive as to the City's appeal process. Any further action shall be through the court.
- 10.1.8 *Stay of Procurement.* In the event a protest complies with subsections (1) through (3) above, the Procurement manager shall not proceed with the further solicitation or award of the Contract until all administrative remedies have been exhausted, or the City Manager or City Attorney decides that the award of the contract without delay is necessary to protect the interests of the City.



10.2 Suspension and Debarment

10.2.1 *Authority to Suspend or Debar.* After reasonable notice to the Person involved and reasonable opportunity for that Person to respond, the Procurement manager shall have the authority to initiate proceedings to suspend or debar a Person from doing business with the City. The City Manager shall have the authority to order suspension or debarment as provided herein.

10.2.2 *Causes for Suspension or Debarment.* The causes for suspension or debarment include:

- (a) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contractor subcontract, or in performance of such contract or subcontract;
- (b) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a city contractor;
- (c) Conviction of state or federal antitrust statutes arising out of the solicitation and submission of bids or proposals;
- (d) Violation of contract provisions of a character which is regarded by the Procurement manager to be so serious as to justify suspension action, which includes but is not limited to the following:
 - (1) Failure to perform in accordance with the specifications within a time limit provided in a city contract;
 - (2) A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts, provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Person shall not be considered to be a basis for suspension; or
 - (3) Falsification of any documents.

10.2.3 *Initiation of Suspension or Debarment Action.* When the Procurement manager receives information from any source concerning a cause for suspension or debarment, he or she will promptly investigate the matter. If the Procurement manager finds cause that suspension or debarment is warranted, the Procurement manager shall prepare a written determination detailing the grounds for and length of the proposed suspension or debarment. Written notice of a proposed suspension or debarment action shall be sent by registered mail to the Person subject to the action and shall also be sent to the City Manager and City Attorney.

10.2.4 *Review of Proposed Suspension or Debarment.* Within fifteen (15) business days of receiving said notice, the Person subject to the action shall submit any and all responsive records or documents in defense of the proposed suspension or debarment to the City Manager. Failure to submit a timely written response shall result in a waiver of review.



- 10.2.5 *Final Decision.* After consultation with the City Attorney, the City Manager shall issue a final decision, which shall adopt, amend, or reject the proposed suspension or debarment. When suspension or debarment is ordered, the length of the suspension or debarment, the reasons for such action and to what extent affiliates are affected shall be set forth in writing and sent by registered mail to the Person subject to the action.
- 10.2.6 *Effect of Suspension or Debarment.* A suspension or debarment decision shall take effect upon issuance and mailing of written notice of such decision to the Person subject to the action. After the suspension or debarment takes effect, the Person shall remain suspended or debarred until the period specified in the decision expires.
- 10.2.7 *Duration of Suspension/Debarment.* Suspensions shall be for a period not to exceed one hundred and twenty (120) calendar days. Debarment shall be for a period not to exceed three (3) calendar years, unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds. In such event, the debarment shall be for a period not to exceed seven (7) calendar years.
- 10.2.8 *List of Suspended/Debarred Persons.* The Procurement manager shall create and maintain a list of all suspended and debarred Persons. All departments shall be routinely supplied with said list.

10.3 Responsibility of Bidders

- 10.3.1 *Determination of Non-responsibility.* If a Bidder who otherwise would have been awarded a contract is found to be non-responsible, a written determination of non-responsibility shall be prepared by the Procurement manager. A copy of the determination shall be made part of the contract and vendor performance files.
- 10.3.2 *Vendor Performance Rating.* The Procurement manager is authorized to establish a Vendor performance rating system for use in eliminating those Vendors who fail to perform or perform unsatisfactorily. Rating system may be used for evaluation and award of Bids.
- 10.3.3 *Penalties for Non-Performance.* The Procurement manager shall establish penalties for nonperformance for delivery failures or default in contract.

10.4 Ineligible Source List

- 10.4.1 The following persons or entities shall be placed on an ineligible source list pursuant to the provisions of this Article for a reasonable period not to exceed three (3) calendar years, based upon the recommendation of the Procurement manager and the approval of the City Manager:
- (a) Any person or entity that submits a Bid/Proposal in bad faith; or
 - (b) Any person or entity that willfully or repeatedly breaches a contract with the City; or
 - (c) Any person or entity that repeatedly refuses to accept a bid or proposal award; or



- (d) Any person or entity that has established a pattern or practice of illegal or immoral business practices; or
- (e) Any person that has been convicted of a crime involving moral turpitude within the past; or
- (f) Any person or entity that is owned, controlled or managed, in whole or in part, by any other person described in (a) through (e) above.

10.4.2 All persons on the ineligible source list shall be notified and receive an opportunity to challenge the decision to the City Manager. The City Manager shall have the sole discretion to render final judgment.

ARTICLE XI

PROPERTY DISPOSAL

11.1 Compliance with Applicable Regulations

11.1.1 The disposal of municipal property shall conform to applicable federal, state (*e.g.* O.C.G.A § 36-37-6) and local laws and regulations and shall be subject to the provisions of the City Code of Ethics.

11.2 Excess, Surplus, and Obsolete Materials

11.2.1 It shall be the duty of the UD to report all excess, surplus or obsolete materials to the Procurement manager. At this point, the Procurement manager will examine alternatives as to the most advantageous disposition of the items. Items could be refurbished or reconditioned, transferred, traded in on new equipment or sold by auction or sealed bid, or destroyed. For property over \$4,999.99 in the aggregate or \$1,000.00 individually, the City Council shall approve the request to have the property declared surplus. For other property, the Procurement manager shall present a list to the City Manager for approval.

- (a) *Transfer or Re-use.* The most gainful method for handling an item no longer needed by a department is to transfer it to another department that has a use for the item.
- (b) *Trade In.* In replacing obsolete equipment, it may be financially advantageous to trade in the old equipment. The invitation for bids on the replacement item should call for bid prices with or without trade-in and provide that award may be made either way.
- (c) *Sale.* Excess, surplus and obsolete items not transferred or traded-in may be consolidated and offered for sale to the highest responsible bidder either by auction or by sealed bid method. Auctions can be traditional or contemporary including online auctions such as



www.Govdeals.com or similar websites. The consolidated list will be submitted to City Council for approval before an auction or sealed bid is organized. The property offered for sale will be on an "AS IS/WHERE IS" basis. Sealed bids will be opened at the time and place announced with the City, retaining the right to reject any and all. A tabulation of all bids received shall be available for public inspection following the opening of all bids. Said bids shall be retained and kept available for public inspection for a period not less than sixty (60) calendar days from the date the bids were opened.

- (d) *Public Notice of Sale.* For the sale of personal property with an estimated value exceeding \$500.00, the City shall cause legal notice to be published in the official legal organ or newspaper of general circulation not less than fifteen (15) calendar days but no more than sixty (60) calendar days preceding the day of the auction or the last day for the receipt of bids/proposals. The notice shall include a general description of the property to be sold.
- (1) The notice for sale by auction shall also contain the conditions of the proposed sale and shall state the date, time, and place of the proposed sale.
 - (2) The notice for sale by sealed bids shall also contain an invitation for proposals and shall state the conditions of the proposed sale, the address at which bid blanks and other written materials connected with the proposed sale may be obtained, and the date, time, and place for the opening of bids.



APPENDIX A

In accordance with the requirements of the Brooks Act, (40 U.S.C. § 1101 *et seq.*), the following competitive negotiation procedures shall apply to City procurements for architectural, engineering, and related design services when Federal Aid Highway Program (FAHP) funds are involved in the project:

A. Solicitation

The solicitation process shall be by public announcement, public advertisement, or any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Procurement procedures may involve a single step process with issuance of a request for proposal (RFP) to all interested consultants or a multiphase process with issuance of a request for statements or letters of interest or qualifications (RFQ) whereby responding consultants are ranked based on qualifications and request for proposals are then provided to three or more of the most highly qualified consultants. Minimum qualifications of consultants to perform services under general work categories or areas of expertise may also be assessed through a prequalification process whereby statements of qualifications are submitted on an annual basis. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under an RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

B. Request for Proposal (RFP)

The RFP shall provide all information and requirements necessary for interested consultants to provide a response to the RFP and compete for the solicited services. The RFP shall:

1. Provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered. The scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;
2. Identify the requirements for any discussions that may be conducted with three (3) or more of the most highly qualified consultants following submission and evaluation of proposals;
3. Identify evaluation factors including their relative weight of importance in accordance with sections C and D;
4. Specify the contract type and method(s) of payment to be utilized;
5. Identify any special provisions or contract requirements associated with the solicited services;
6. Require that submission of any requested cost proposals or elements of cost be in a concealed format and separate from technical/qualifications proposals as these shall not be considered in the evaluation, ranking, and selection phase; and
7. Provide a schedule of key dates for the procurement process and establish a submittal deadline for responses to the RFP which provides sufficient time for interested consultants



to receive notice, prepare, and submit a proposal, which except in unusual circumstances shall be not less than 14 days from the date of issuance of the RFP.

C. Evaluation Factors

Criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services must assess the demonstrated competence and qualifications for the type of professional services solicited. These qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.

Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

In-State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement which attests to the minimum qualifications and competence of a consultant to perform the solicited services.

The following non-qualifications-based evaluation criteria are permitted under the specified conditions and provided the combined total of these criteria do not exceed a nominal value of ten percent of the total evaluation criteria to maintain the integrity of a qualifications-based selection:

1. A local presence may be used as a nominal evaluation factor where appropriate. This criterion shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.
2. The participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26.

D. Evaluation, Ranking, and Selection

1. Consultant proposals shall be evaluated by the City based on the criteria established and published within the public solicitation.
2. While the contract will be with the prime consultant, proposal evaluations shall consider the qualifications of the prime consultant and any sub-consultants identified within the proposal with respect to the scope of work and established criteria.



3. Following submission and evaluation of proposals, the City shall conduct interviews or other types of discussions to determine three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFP. Discussions may be written by telephone, video conference, or by oral presentation/interview. Discussions following proposal submission are not required provided proposals contain sufficient information for evaluation of technical approach and qualifications to perform the specific project, task, or service with respect to established criteria.
4. From the proposal evaluation and any subsequent discussions which have been conducted, the City shall rank, in order of preference, at least three consultants determined most highly qualified to perform the solicited services based on the established and published criteria.
5. Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
6. The City shall retain acceptable documentation of the solicitation, proposal, evaluation, and selection of the consultant in accordance with the provisions of 49 CFR 18.42.

E. Negotiation

1. Independent estimate. Prior to receipt or review of the most highly qualified consultant's cost proposal, the City shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation and ensure the consultant services are obtained at a fair and reasonable cost.
2. If concealed cost proposals were submitted in conjunction with technical/qualifications proposals, only the cost proposal of the consultant with which negotiations are initiated may be considered. Concealed cost proposals of consultants with which negotiations are not initiated should be returned to the respective consultant due to the confidential nature of this data (as specified in 23 U.S.C. 112(b)(2)(E)).
3. The City shall retain documentation of negotiation activities and resources used in the analysis of costs to establish elements of the contract in accordance with the provisions of 49 CFR 18.42.

F. Small Purchases

The small purchase method involves procurement of engineering and design related services where an adequate number of qualified sources are reviewed, and the total contract costs do not exceed an established simplified acquisition threshold. The City may use the State's small purchase procedures which reflect applicable State laws and regulations for the procurement of engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as specified in 48 CFR 2.101). When a lower threshold for use of small purchase procedures is established in State law, regulation, or policy, the lower threshold shall apply



to the use of FAHP funds as allowed by Federal law. The following additional requirements shall apply to the small purchase procurement method:

1. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures.
2. A minimum of three (3) consultants are required to satisfy the adequate number of qualified sources reviewed.
3. Contract costs may be negotiated in accordance with State small purchase procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.
4. The full amount of any contract modification or amendment that would cause the total contract amount to exceed the established simplified acquisition threshold would be ineligible for Federal-aid funding. The FHWA may withdraw all Federal aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.

G. Noncompetitive

The noncompetitive method involves procurement of engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procurement methods. The following requirements shall apply to the noncompetitive procurement method:

1. The City may use their own noncompetitive procedures which reflect applicable State and local laws and regulations and conform to applicable Federal requirements.
2. The City shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from, the FHWA before using this form of contracting.
3. Circumstances under which a contract may be awarded by noncompetitive procedures are limited to the following:
 - i. The service is available only from a single source;
 - ii. There is an emergency which will not permit the time necessary to conduct competitive negotiations; or
 - iii. After solicitation of a number of sources, competition is determined to be inadequate.
4. Contract costs may be negotiated in accordance with the City noncompetitive procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.



H. Additional Procurement Requirements

1. Common Grant Rule.

- i. The City must comply with procurement requirements established in State and local laws, regulations, policies, and procedures which are not addressed by or in conflict with applicable Federal laws and regulations (as specified in 49 CFR 18.36).
- ii. When State and local procurement laws, regulations, policies, or procedures are in conflict with applicable Federal laws and regulations, the City must comply with Federal requirements to be eligible for Federal-aid reimbursement of the associated costs of the services incurred following FHWA authorization (as specified in 49 CFR 18.4).

2. Disadvantaged Business Enterprise (DBE) program.

- i. The City shall give consideration to DBE consultants in the procurement of engineering and design related service contracts subject to 23 U.S.C. 112(b)(2) in accordance with 49 CFR part 26. When DBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related services contracts may be achieved in accordance with the City's FHWA approved DBE program through either:
 - a. Use of an evaluation criterion in the qualifications-based selection of consultants; or
 - b. Establishment of a contract participation goal.
- ii. The use of quotas or exclusive set-asides for DBE consultants is prohibited (as specified in 49 CFR 26.43).

3. Suspension and Debarment. The City must verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract in accordance with 49 CFR 18.35 and 2 CFR part 180.



APPENDIX B

A. Authority

The Georgia General Assembly established guidelines and penalties into the Official Code of Georgia Annotated (“O.C.G.A.”) which provides that no municipal corporation shall issue government purchasing cards or government credit cards to elected officials on or after January 1, 2016, until the governing authority of the municipal corporation, by public vote, has authorized the issuance and has promulgated specific policies regarding the use of such government purchasing cards or government credit cards for elected officials of such municipal corporation.

B. Purpose

The purpose of this policy is to set requirements and standards for the City of Forest Park, Georgia Purchasing Card Program. The policy is not intended to replace current State of Georgia statutes but is intended to comply with such state laws and establish more efficient guidelines for elected officials using such purchasing cards. At no time should a city issued purchasing card or credit card be used for personal purchases regardless of the circumstances. Utilizing the purchasing card or credit card for personal use or for any item or service not directly related to such official’s public duty may result in disciplinary action including, but not limited to, felony criminal prosecution. All purchases utilizing a government purchasing card or government credit card must be in accordance with these guidelines and with state law.

C. Scope

This purchasing card policy, as required by state law under O.C.G.A. § 36-80-24(c), applies to the use of government purchasing cards or government credit cards used by elected officials authorized to be issued such government purchasing cards or government credit cards. The following list of officials are authorized by the governing authority of the City to use such government purchasing cards or government credit cards and must abide by all of the applicable state laws and this purchasing card policy: (1) Mayor; (2) City Councilmembers; (3) City Manager; (4) Finance Director; and (5) Procurement manager

D. Public Inspection

In accordance with O.C.G.A. § 36-80-24(c) any documents related to purchases using government purchasing cards / credit cards incurred by elected officials shall be available for public inspection.

E. Transaction Limits

Transaction limits are hereby established to ensure compliance with state purchasing laws, maintain proper budgetary controls, and to minimize excessive use of any individual credit line. Individual monthly card limits cannot exceed those established by the municipal governing authority. The established single transaction limit for each card must be less than \$1,000.00. The established monthly card limit is based upon the city’s budgetary constraints and is not to exceed \$5,000.00



per month. Any exceptions to the standardized limits must have express written approval by the municipal governing authority and must be added to this policy by amendment or addendum.

F. Purchasing Restrictions

1. Elected Officials may not use a government purchasing card or government credit card for the following:
 - i. Any purchases of items for personal use.
 - ii. Cash refunds or advances.
 - iii. Any transaction amount greater than the transaction limits set for by this policy.
 - iv. Items specifically restricted by this policy, unless a special exemption is granted by the municipal governing authority.
 - v. Alcohol or liquor of any kind. Such purchases should not be made with the purchasing card and may not be reimbursed by the city.
 - vi. Purchases or transactions made with the intent to circumvent the city purchasing policy, transactional limits, or state law.
2. Elected Officials may use government purchasing cards or government credit cards to purchase goods and/or services not prohibited by this policy or state law. Such purchases include, but are not limited to:
 - i. Purchases of items for official city use which fall within the transactional restrictions of this policy.
 - ii. Purchase of lodging, fuel, food, non-alcoholic beverages, or education and training materials while on city business.
 - iii. Emergency purchases necessary to protect city property.



APPENDIX C

SOLE SOURCE JUSTIFICATION FORM

Complete this Sole Source Justification form ("Form") for contracts with a value greater than \$5,000.00 (for all funds) where competition may be restricted or where multiple proposals were not obtained. Completing this form does not guarantee that the proposed vendor will be selected. The Procurement manager / City Manager may require additional information. It is the requestor's responsibility to provide all the required information and documentation indicated on this Form.

Requesting Department Name: _____

Vendor Name: _____

Explanation for Sole Source

Select one or more of the following statements (check the box) to support why the contract request attached and noted above should be a sole source purchase. **ANY** selection requires explanation in the additional space provided.

- 1. Items sold through Vendor only; no other comparable Vendor available.
- 2. Must match existing piece of equipment. Available only from the same source of original equipment.
- 3. Upgrade to existing system. Available only from the producer of this system who sells on a direct basis only.
- 4. Repair/Maintenance service requires expertise in operations on unit. Necessary parts unavailable from any source except original equipment manufacturer or their designated servicing dealer.
- 5. Service(s) provided by the Vendor are unique and therefore competitive bids are not applicable as clearly detailed below.
- 6. Other Vendors available, but do not meet end user requirements as clearly detailed below.
- 7. Competitive bidding is possible but will not yield value for reasons clearly defined below.
- 8. Other reason.

Explanation for section (A) is required for **ANY** selected statement. Information provided might include research performed or subject matter expertise detailed to justify the use of this particular Vendor. This must clearly indicate why the proposed Vendor is the **ONLY** Vendor that will meet your requirements. (Please attach documents if additional space is required).



| End user explanation: | Facilities Contracts Attestation: |
|------------------------------|---|
| | <i>I agree with the explanation provided for the following reason(s):</i> |

Establishment of the Reasonableness of the Price

Select one or more of the following statements (check the box) to indicate why you feel the accepted non-competitive price was fair and reasonable. **ANY** selection requires explanation in the additional space provided.

- 1. The quoted prices compare favorable to market prices, or to previous prices obtained and found to be fair and reasonable, which were paid for the same or similar items on:
Date: _____ Contract No.: _____
- 2. The Vendor has certified that the prices offered are equal to or lower than those offered to any government agency or private institution for both like items/services and quantities. (Includes published educational discounts).
- 3. Independent sources indicate that this price is reasonable (i.e. Public Contracts, etc.)
- 4. Other reason.

Explanation for section (B) is required for **ANY** selected statement. Information provided might include a catalogue price page, pricing for similar products or other price comparison information gathered to justify price reasonableness.

Please attach any additional justification that would support the above explanations.



I certify that to the best of my knowledge I have investigated and found that the above reasons and explanations justify this contract request as a sole source procurement, and that price reasonableness is adequately confirmed. I am the individual who has gathered and provided this detailed information and any further questions regarding these details can be directed to my attention.

Signature: _____ Date: _____

Print Name: _____ Title: _____

E-mail: _____ Phone # _____

Procurement Manager's Attestation:

- Justification appears appropriate.
- Justification appears inappropriate. Department representative has been advised the status of the order. Explanation is attached.

Procurement Manager's Approval _____

Date _____



APPENDIX D





CITY OF FOREST PARK PURCHASE REQUISITION FORM

For purchases valued \$1,000 and up

This form must be completed prior to creating a Purchase Order

| | | |
|---|--------------|----------------------------|
| Department : | Date: | Requisition Number: |
| Prepared By: | | |
| Explanation | | |
| This Requisition is for: | | |
| <input type="checkbox"/> Services <input type="checkbox"/> Goods <input type="checkbox"/> Public Works Construction <input type="checkbox"/> Other _____ | | |
| Justification for Request: | | |
| See attached _____ page(s) or _____ line item(s) and attached specifications _____ pages | | |

| | | |
|---|----------------------------|--|
| Budget | | |
| Attach proof of available funds and provide the following: | | |
| Budget Line Item: | | |
| Funds Available: | Cost of goods or services: | |

| | | |
|---|----------------------------------|-------------------------------|
| Vendor | | |
| <small>New vendors must complete the Vendor/Supplier Information Form and provide a w-9 and E-Verify Affidavit.</small> | | |
| Select whether vendor is a new or current vendor of the City and provide the following: | | |
| <input type="checkbox"/> New | <input type="checkbox"/> Current | Vendor Name: |
| | | Current Vendor Number: |
| <small>If Statewide Contract, provide the following: (Attach one quote. Three quotes are not needed)</small> | | |
| | | Statewide Contract ID number: |
| <small>If Requisition is replacing a current Contract, provide the following:</small> | | |
| | | Current Contract Number: |
| | | Contract Expiration Date: |

| | |
|--|--|
| Solicitation | |
| <small>Complete this section only if a formal bid or RFP advertisement is needed</small> | |
| Also attach Solicitation Request Form | |
| Estimated cost of goods or services: | |
| Is cooperative purchase option available? | |
| Date goods or services are needed: | |

| | |
|--------------------------------|-------|
| Signatures | |
| Department Head Authorization: | Date: |
| Purchasing Authorization: | Date: |
| Finance Director: | Date: |
| City Manager: | Date: |

Instructions:

1. Complete requisition form in its entirety. (No previous versions of the Requisition Form will be accepted)
2. Attach 3 quotes (or justification if 3 quotes could not be obtained) and proof of budgeted funds.
3. Have New Vendors to send Vendor Registration Form, W-9, and E-Verify forms directly to procurement@forestparkga.gov for issuance of an assigned Vendor #.
4. Enter Requisition form and additional documents to ASANA and assign to the designated Procurement Officer.
5. Once a fully signed requisition form has been returned to you with the valid PO # then proceed with purchase.
6. Once goods and/or services are received, submit Invoice and PO # to Accounts Payable (copy Procurement) for payment.

Please complete, sign, and return Requisition Form along with all required documents to ASANA and assign to the designated Procurement Officer
 PO # will not be approved and invoice will not be paid if not completed properly.





APPENDIX E
PURCHASING CARD POLICY

