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# **PURCHASING POLICY OF THE CITY OF STONECREST, GEORGIA**

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**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.**

## SECTION I – GENERAL PROVISIONS

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### (1) PURPOSE AND OBJECTIVE

The purpose of this policy is to provide guidance to personnel engaged in the purchasing process throughout the City of Stonecrest. Officially publish the administrative rules governing the City’s purchasing and procurement activities for acquisition and contracting of Goods, Services, Professional Services, Real Estate, and Capital Assets. This policy is to ensure compliance with the State Purchasing Act (Official Code of Georgia Annotated in (O.C.G.A.) Section 50-5-50 et seq.), Georgia Statutes, City Charter, City Procurement Code (*Reference Purchasing Policy, Procurement Processes and Procedures*), State of Georgia Commission of Ethics, and Georgia Office of Inspector General (GOIG), and National Institute of Government Purchasing (NIGP) and the Institute for Supply Management (ISM) and applicable additional requirements when utilizing SPLOST, ARPA, Federal Grant Funds.

Additionally, this policy provides clarification on the duties, responsibility and authority of City Council, City Manager, Procurement Official and City staff participating in purchasing and procurement activities on the behalf of the City. This policy defines the Procurement Departments functions and outlines processes and procedure providing internal oversight, controls, and mechanisms needed to allow the City to meet the following goals:

- A. Ensure that tax dollars are spent in the most transparent, economical and efficient manner;
- 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 state, local, and federal 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;
- H. Properly dispose of all material and equipment declared to be surplus or obsolete; and
- I. Maintain proper record keeping of all purchasing and procurement activities.

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 one of separating the need for Goods and Services from the function of negotiation and executing the necessary contractual purchase agreement.

## **(2) SCOPE OF POLICY**

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This policy and the award of bid provisions herein are solely for the fiscal responsibility and benefit of the City of Stonecrest, and confer no rights, duties or entitlements to any vendor, bidder or proposer.

The scope of this purchasing policy covers the procurement of most Goods and Services for non-construction purposes without regard to the past method by which the material or service has been or is customarily procured. 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 materials and services.

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 the City's adopted Purchasing 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.

The provisions of this policy do not apply to procurements for the following:

- 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;
- C. 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;
- D. Antiques and other unique assets of historical value, including restoration of these items;
- E. 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 Section VII(F) (Real Estate Acquisitions);
- F. Employee Benefits and health related services procured through a quotation and negotiating process conducted by an expert in the field, or to maintain continuity of employee-health records;

- G. Travel, entertainment, conferences, training, speakers, instructors, facilitators, and meeting expenses, or other expenditures covered by another City policy;
- H. Dues, memberships, and board member fees;
- I. Insurance procured through a negotiating process;
- J. Legal services, litigation, experts and materials, and related legal expenses;
- K. Items or services procured for resale or to generate a revenue;
- L. Advertisements including, but not limited to, bid/proposal solicitations and legal advertisements required by law or by City policy;
- M. 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;
- N. Subscriptions and dues established during the budget process;
- O. Utilities;
- P. Seized Property included in a court order authorizing disposal;
- Q. Grant awards or agreements that require certain firms or individuals to perform the work;
- R. Contracts involving federal funding whose procurement falls under a conflicting federal or Georgia statute or regulation, except as provided in Section VIII.

### **(3) DEFINITIONS**

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When used in this policy, the following words, terms and phrases, and their derivations, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. **ADDENDUM** means a change, clarification or correction in the Solicitation Documents, prior to the award of a Contract.
- B. **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.
- C. **BID / PROPOSAL BOND** means a form of bid security executed by the Bidder (or Proposer) as principal and by a Surety, to guarantee that the Bidder (or Proposer) will enter into a Contract within the time specified in the Invitation for Bid or Request for proposals, and will furnish the necessary bonds and insurance, and meet any other requirements of those documents.
- D. **BIDDER** means a person or entity submitting a bid or quote to the City for the supply of Goods or Services.
- E. **CAPITAL ASSET** is an item of personal property having a normal life expectancy of three years or more other than components.



- F. **CITY** means the City of Stonecrest 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.
- G. **CITY ETHICS POLICY** shall mean Article X, Ethics, of Chapter 2, Administration, of the Code of the City of Stonecrest, Georgia.
- H. **CITY FINANCE DIRECTOR/FINANCE DIRECTOR** means the City Accountant as described in the City Charter, his agent, or the department head of the City Finance Department, if such a department is in existence.
- I. **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.
- J. **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 therefor. The term “Construction” does not include the routine operation, repair and/or maintenance of existing structures, buildings or real property.
- K. **CONSTRUCTION SERVICES** means services rendered by an independent and licensed contractor having expertise in Construction.
- L. **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. Every Contract must be duly authorized and approved prior to execution.
- M. **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.
- N. **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.
- O. **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 of the group can benefit.

- P. EMPLOYEE** means an individual drawing a salary or wage from the City whether on a full-time or part-time basis. The term shall encompass all members of the City Council without regard to whether or not such individuals are compensated. For purposes of this Purchasing Policy the term “employee” shall include, any Vendor or any employee of such Vendor who has entered into a Contract with the City to provide administrative and department services contemplated in Section 2.12 of the Charter of the City.
- Q. 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.
- R. EMERGENCY PROCUREMENT** means any procurement of Goods, Capital Assets, Services or Professional Services in the context of an Emergency.
- S. END USER** means the Department/Division that uses the goods, services, or work after purchasing or receiving it and directly benefits from its use. End Users have the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The End User is responsible for funding the need and advising Purchasing of the approved funding and the specific budget account number. The End User is responsible for authorizing the purchases of all materials, services, repairs, leases and rentals in which the negotiated price exceeds the approved funding.
- T. 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.
- U. GEORGIA PROCUREMENT REGISTRY** means the state’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.
- V. GIFTS or FAVORS** means anything of any service or value. Value shall as defined in any City of Stonecrest ethics policy.
- W. GOODS or COMMODITIES** 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.
- X. GOVERNING AUTHORITY** means the Mayor and City Council of the City of Stonecrest or its designee(s).
- Y. INFORMAL WRITTEN QUOTES (IWQ)** means all documents utilized for soliciting quotations for Goods, Services, or Professional Services, in which award is made based on the lowest responsive and responsible quotation and in which the type or cost of the procurement does

not require a more formal Bid or proposal process.

- Z. INVITATION TO BID (ITB)** means a method used solicit competitive sealed bid responses based on price.. A contract/PO can be issued to the lowest responsive and responsible bidder. This method requires a well-defined scope of work/services, bid line items and additional relevant information is needed to ensure bidders have sufficient information to submit a final bid cost proposal in response to the solicitation.
- AA. 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.
- BB. 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.
- CC. MULTIPLE AWARD CONTRACT** means a Contract based upon one solicitation awarded to two or more Vendors to supply Goods or Services.
- DD. NEGOTIATED AWARD** means a procurement made as the result of negotiations between the City and a Supplier, such as a Sole Source Procurement or Single Source Procurement or another instance, including competitive Invitation to Negotiate, where a Contract award based on direct negotiations with a Supplier of Goods or Services is appropriate.
- EE. 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.
- FF. ORDINANCE** means related Administration Ordinance in Chapter 2 of the City's Municipal Code.
- GG. 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.
- HH. 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.
- II. PERSON** means any business, entity, company, firm, individual, union, committee, club or other organization or group of individuals.
- JJ. PIGGYBACK PURCHASE** means using an existing contract to acquire the same commodities or services at the same or lower price from another public entity contract. Suppliers must offer the

City the same prices, terms and conditions as that of the issuing entity.

- KK. PRACTICAL** means satisfactory and within reason when considering price, performance, availability, compatibility with specified operation, and public safety.
- MM. 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.
- NN. PROCUREMENT** means the process of acquiring products, goods, and services by balancing and negotiating prices, resources, and time for business purposes. It involves strategic selection and purchasing to ensure the organization has the necessary resources to operate competitively and effectively. Procurement represents more strategic and less purely transactional process. Procurement involves strategic selection and purchasing of materials by finding the right suppliers, negotiating contracts, and assisting with managing relationships with stakeholders, Vendors and the community.
- OO. PROCUREMENT OFFICIAL** means the principal purchasing official directing, monitoring and overseeing purchasing and procurement activities of the City (Section III – Procurement Official). This person is appointed by the City Manager. The Procurement Official is authorized to purchase a range of Goods, Capital Assets, Real Estate, Services, Construction Services, or Professional Services on a routine basis.
- PP. 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.
- QQ. PROPOSER** means a Person submitting a proposal or qualifications to the City for the supply of Goods, Capital Assets, Real Estate, Construction Services, Services, or Professional Services.
- RR. PURCHASE ORDER** means a document approved and issued by the Procurement Official or designee and accepted by the Vendor to obtain Goods, Capital Assets, and Services.
- SS. PURCHASING** is the organized acquisition of goods and services on behalf of the buying entity. Purchasing is also the process of securing real estate, capital assets, materials, services, repairs, leases and rentals necessary for the operation and support of the City.
- TT. REAL ESTATE** means land and any improvements and appurtenances thereto.
- UU. REAL ESTATE ACQUISITION** means the acquisition of a fee interest, estate for years or

usufruct in Real Estate by purchase or lease.

- VV. REQUEST FOR PROPOSALS (RFP)** means all documents utilized for soliciting proposals 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.
- WW. REQUEST FOR QUALIFICATIONS (RFQ)** means all documents utilized for soliciting qualifications for Goods, Services, Capital Assets, Construction Services or Professional Services.
- XX. REQUESTOR** means the employee entering a Purchase Requisition into Tyler or submitting a Purchase Requisition Request Package to the Procurement Department seeking authorization and assistance to procure good and/or services.
- YY. REQUISITION** means an internal document, provided by a department to the Procurement Official 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.
- ZZ. RESPONSIBLE BIDDER OR PROPOSER** means a Person, who, in the exclusive judgment of the City, (a) has the capability in all respects to fully perform the Contract requirements; and (b) the integrity, experience, qualification, and reliability which assures good faith performance.
- VV. RESPONSIVE BIDDER OR 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.
- WW. 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.
- XX. SHORTLISTING** means the part of a competitive procurement process in which the City determines, based on criteria developed for a specified Good, Service, or Professional Service which of the interested Vendors are the best qualified to be eligible for further consideration in the purchasing process.
- YY. 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.
- ZZ. 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.

**AAA. SOLICITATION DOCUMENTS** means an Invitation for Bids, Request for proposals, Request for Qualifications, Request for Quotations, 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, Services, Capital Assets, Real Estate, Construction Services or Professional Services.

**BBB. SPECIFICATION OR SCOPE OF WORK** means any description of the physical or functional characteristics, or of the nature of Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services. Specifications or Scope of Work may include any function and other criteria that will be required to perform the work and a description of any requirement for inspection, testing, or delivery.

**CCC. SUPPLIER, MERCHANT OR VENDOR** means a Person currently supplying or in the business of supplying Goods, Services, Capital Assets, Real Estate, Construction Services or Professional Services.

**DDD. SURETY** means an organization who, for a 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.

## **SECTION II – ETHICS IN PROCUREMENT**

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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 Section II. Whenever this Section II conflicts with the City Code of Ethics, the City Code of Ethics shall control.

A. Employee Conflict of Interest

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:

1. 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.
2. 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.
3. 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. *See Appendix C for Sample City Employee/Official Conflict of Interest Disclosure*

4. All Employees and Officials will be asked to sign a disclosure document indicating his or her compliance with the City Ethics Policy.
5. The terms “immediate family” and “substantial interest” shall have the meaning given to such terms in the City Code of Ethics.

**B. Gratuities, Rebates or Kickbacks**

1. *Gratuities and other benefits.* It shall be unethical for any 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.

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.

- i. A “thing of value” shall not include:
  - a. Any gift with a value less than ***\$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).
- ii. *Educational Events.* Nothing in this section shall preclude an Employee or Official of the City 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. *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.
3. *Contract Clause.* The prohibition against gratuities, rebates and kickbacks prescribed in this Section shall be referenced in every Contract and Solicitation.

C. Prohibition Against Contingent Fees

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.

D. Use of Confidential Information

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.

E. Unauthorized Purchases

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.

F. Penalties and Sanctions

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. *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 Ethics Policy.
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 Section as appropriate to the situation, subject to the Personnel Manual or other appropriate appeals procedures:

- a) Oral or written warnings or reprimands.
  - b) Suspensions with or without pay for specified periods of time.
  - c) Termination of employment.
4. *Administrative penalties for outside contractors/Vendors.* The City may impose any one or more of the following penalties or sanctions on a Vendor or other Person or organization for violations of these ethical standards:
- a) Written warnings or reprimands.
  - b) Termination of Contracts.
  - c) Debarment or suspension.

G. Vendor Contact During Open Solicitations

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 Official 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.

H. Evaluator Conflict of Interest

The role of an Evaluation Committee is to objectively evaluate bids/proposals and to identify and recommend the most advantageous bid/proposal. A conflict of interest arises where an Evaluation Committee has some other interest that could materially interfere with their duty to act impartially in the evaluation process.

Evaluation Committee members will be asked to sign a disclosure indicating any conflict of interest before participating in the evaluation. *See Appendix D* for the Sample City Evaluator Conflict of Interest Disclosure. Evaluation Committees may include external specialists and technical experts, if required. Each members' impartiality is equally important as their professional expertise and proficiency throughout the evaluation process. To participate on the Evaluation Committee, each person agrees to declare any conflict of interest, discharge their obligations and responsibilities to the highest standards of integrity, carry out the duties impartially and fairly and refrain from fraud and corruption. They must follow the evaluation rules set out in the bidding documents and the instructions provided to them by the Evaluation Committee Chair.

## SECTION III – PROCUREMENT OFFICIAL

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The City Council appoints the City Manager, or such other Employee designated by the City Manager, to serve as the Procurement Official for the City, until such time an independent third party is appointed and contracted by the City Council to serve as the Procurement Official under the direction and control of the City Manager.

A. Duties and Responsibilities

The Procurement Official shall faithfully discharge the following duties and powers of said office:

1. Direct efforts to procure Goods, Capital Assets, Real Estate, Services, Construction Services and Professional Services in accordance with the requirements of this Purchasing Policy, City of Stonecrest Code of Ordinances, and Georgia law, and federal when applicable.
2. 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 Purchasing Policy, the Code of the City of Stonecrest and Georgia law.
3. Manage and supervise purchasing staff.
4. Review and approve requisitions.
5. Review and approval solicitation drafts prior to release.
6. Control and supervise all City storerooms and warehouses.
7. Maintain and adhere to all City purchasing procedures and the Purchasing Policy.
8. Recommend revisions to the Purchasing 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 Purchasing Policy shall be subject to the approval of City Council.
9. Plan and implement processes for the ongoing protection of the City's interests.
10. Establish guidelines, within the Purchasing Policy, governing the review and approval of specifications for procurement of Goods, Capital Assets and Services based on recyclability, energy and water conservation, life cycle cost, and other environmental considerations.
11. Maintain an 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:

- a) Titles of all formal solicitations and the method of source selections to be used.
  - b) Contracts authorized by the City Council, the method of source selection used and the total dollar amount.
  - c) Emergency Contracts awarded pursuant to Section 1.03 of the City's Charter.
  - d) Change orders or Contract modifications authorized by the City Council and the dollar amount and reason.
  - e) Amendments or change orders authorized by the Procurement Official and the dollar amount and reason.
  - f) 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.
  - g) 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.
12. Secure all necessary approvals of the City Manager or its designee, and the City Council prior to execution of a Contract or purchase agreement.
  13. Determine the most advantageous method of procurement in accordance with the requirements of this Purchasing Policy, the Code of the City of Stonecrest and Georgia law.
  14. Ensure that all Contracts are reviewed and approved by the City Attorney pursuant to Section 3.08 of the City Charter.
  15. Ensure Council is notified as soon as reasonably possible of all upcoming and active competitive procurements.
  16. Create agenda items when solicitations, piggyback, cooperative purchases require the approval of City Council.
  17. Whenever possible, utilize City-generated and City Attorney-approved standard goods/services purchasing agreements.

18. Consult with the City Attorney if a contracting party breaches or is reasonably anticipated to breach its Contract with the City.
19. 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.
20. Terminate solicitations for bids for any Goods, Capital Assets, Services, Construction Services and Professional Services when, in the opinion of the Procurement Official, it is in the City's best interest to do so.
21. Reject any and all bids, when in the opinion of the Procurement Official it is in the City's best interest to do so.
22. Advise the Finance Director and City Manager on the status of negotiations, as well as Contract provisions and their impacts on the City.
23. Make recommendations on Contract approval, rejection, Amendment, and cancellation.
24. 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.
25. Provide and update all forms to procure Goods, Services, and Professional Services, as needed.

#### **SECTION IV – PROCUREMENT PROCESSES AND PROCEDURES**

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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.

To initiate a procurement process, the following initial steps must be taken:

1. *Determine Need:* The End User is responsible for determining the need for a good or service and providing appropriate documentation and justification therefore, including a purchase requisition.
2. *Determine Funding:* The End User is responsible for ensuring funds are budgeted and made availability prior to initiating any purchases. The End User must provide the specific budget account numbers.
3. *Determine Specifications:* The End User 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.

**Note:** All purchase requests must be submitted far enough in advance to allow the Procurement Official time to review the request, ensure sufficient information has been provided, ensure purchases and expenditures are authorized, and facilitate a proper procurement process.

**Note:** *Acceptance of Procured Item or Service:* End Users are responsible for advising the Procurement Department in writing when goods have been received and when services have been completed to their satisfaction. Invoices for payment must be signed and dated.

**Note:** Returns/Unsatisfactory Services: All returns must be initiated by the End User through the Procurement Department.

**Note:** Contract/Agreement Changes: The Procurement Official will review and process all Contract/Agreement Amendments, Modifications or cancellations. Such requests must be submitted to [Procurement@stonecrestga.gov](mailto:Procurement@stonecrestga.gov).

A. **Small Purchases (Under \$4,999.99):** Requisitions/Purchase Orders are not required. However, End User's must attempt to obtain additional quotes (verbal, written) to obtain fair and reasonable pricing whenever possible. *Refer to Page 21-24, for additional information.*

1. Purchase Orders: Vendors may require a Purchase Order prior to providing goods and/or services. If so, the Requestor must complete a Purchase Requisition Request Form and provide supporting documentation (if available quote, price list, etc.). The request must be submitted to the Procurement Department at [Procurement@stonecrestga.gov](mailto:Procurement@stonecrestga.gov) for review and processing.
2. End User may create a Purchase Requisition in Tyler as a "Requestor". The Purchase Requisition should include quotes/price list whenever available. Purchase Requisitions will be reviewed and approved by the department director and Procurement. Upon completion of the review and approval process, a Purchase Order will be issued. *Refer to Page 21-24 for additional information.* \*\*Upon completion of Procurement Training departments will submit purchase requisitions into Tyler.
3. **Invoices:** A Purchase Requisition is created, reviewed and approved to generate a Purchase Order to encumber funds and process payments. End Users may create a Purchase Requisition to generate Purchase Order and encumber funds which will be used to make payment to Vendors. Invoices process through the Procurement Department must be signed and dated. Please submit such request to [Payable@stonecrestga.gov](mailto:Payable@stonecrestga.gov).

B. **Purchase Requisition & Purchase Orders (\$5,000.00 – 49,999.99):**  
A Purchase Requisition is required to initiate the procurement process. A Requisition is a request to purchase Goods, Capital Assets, obtain Services, Construction Services or Professional Services. End Users must complete and submit a Purchase Requisition Package to [Procurement@stonecrestga.gov](mailto:Procurement@stonecrestga.gov) for review and processing. *See Appendix C for sample Purchase Requisition Request Form.*

1. Purchase Requisition Package must contain the following information and supporting documentation:

- ✓ Requestor's / End User's information – name and contact information of the department/division, department director information and signature and Employee preparing the purchase Requisition.
- ✓ Date request submitted to Procurement.
- ✓ Need by date – must state a definitive delivery date or date/duration of service (lead time of at least one week, must be allowed).
- ✓ Complete description of items being purchased or scope of work/services to be provided or performed, technical specifications of goods or services. This information should be provided in the quote/proposal/estimate provided by the Vendor.
- ✓ Quantity(ies).
- ✓ Total or Estimated cost.
- ✓ Delivery destination (address).
- ✓ Complete budget account number to be encumbered.
- ✓ Vendor Name and Vendor Registration ID No. If the Vendor is not registered as a Vendor with the City, please contact Procurement for assistance.
- ✓ Previous purchase information, quotation, or contract (if known).
- ✓ Names and contact information of Known or suggested Vendor(s).
- ✓ Additional supporting documentation (Approved Emergency, Sole/Single Source Justification Forms, Certificates of Insurance as applicable, etc.)

**NOTE:** Obtain all required approvals prior to submitting a request to the Procurement Department. *Refer to Page 21-24*

C. Purchase Orders (PO's):

Purchase Order's (PO's) are generated in Tyler upon the completion of the purchase requisition review and approval process. Refer to Page 21-24.

1. Purchase Requisition Entered by the Procurement Department:

- ✓ The End User will complete and submit a Purchase Requisition Request Package to [Procurement@stonecrestga.gov](mailto:Procurement@stonecrestga.gov).

- ✓ A Purchase Requisition will be created by the Procurement Department. All required supporting documentation will be attached.
  - ✓ The Purchase Requisition will be submitted for review and approval. Refer to Page 21-24
  - ✓ Upon completion of the review and approval process, a copy of the PO will be e-mailed to the Requestor.
  - ✓ The End User will receive an e-mail containing a copy of the PO.
  - ✓ The End User will provide a copy of the PO prior to requesting or receiving any goods or services.
  - ✓ The Vendor MUST reference the PO No. on the invoice.
  - ✓ The End User must ensure the PO No. is referenced on the invoice prior to submitting for processing of payment.
2. Purchase Requisitions Entered by End Users (Requestor):
- ✓ Purchase Requisition: Upon completion of the review and approval process, a copy of the PO will be e-mailed to the Requestor.
  - ✓ The Requestor will receive an e-mail containing a copy of the PO.
  - ✓ The Requestor will provide a copy of the PO prior to requesting or receiving any goods or services.
  - ✓ The Vendor MUST reference the PO No. on the invoice.
  - ✓ The Requestor must ensure the PO No. is referenced on the invoice prior to submittal for processing of payment.
3. PO Change Orders: Change orders are permissible when there is a need to correct budgetary information, correct account distribution information, quantity(ies), addition/deletion of line items, change in description and unit price. The Procurement Official will review all requests for change orders. Change orders cannot be used to circumvent the procurement process and the original scope of work/services cannot substantially change the Contract/Agreement/PO. Change orders may be necessary to address unforeseen circumstances (as applicable).
- ✓ **Note:** If there is a change to the quoted price, a change order will be required. If the change order is more than **\$49,999** and not associated with an existing contract (City Contract/Agreement, piggyback, co-operative), additional information and additional approval is required and must follow the established purchasing thresholds. *Refer to Page*

22-23, Section V.

- D. Contracts: All Contracts not arising out of the proprietary functions of the City shall conform with O.C.G.A § 36-60-13.
1. Contracts/Agreements < \$50,000.00: Require the approval of the Department Director, Procurement Official, City Attorney, and City Manager. The Procurement Official will obtain the required approvals and facilitate the contract execution process.
  2. Contracts/Agreements > than \$50,000.01 Require the approval and signature of the Department Director, Finance Director, Procurement Official, City Manager, City Attorney, and Mayor with City Council approval.
  3. If a City Contract/Agreement is required and appropriate upon the completion of a procurement process, the Procurement Official with the assistance of Procurement staff will draft the Contract, obtain required approvals and complete the execution process within both the City Manager and City Council award authorities.
  4. If a City Contract/Agreement is required and appropriate and requires the City Council and Mayor's approval, the Procurement Official will work with the End User to create and submit an agenda item for the next most feasible City Council meeting.
  5. If a Vendor Contract/Agreement is required and appropriate, the Procurement Official will review the Contract/Agreement for form, completeness, insurance considerations, legal implications, and any other items dictated by each situation.
  6. The Procurement Official will route Contracts/Agreements to Legal for review and approval.
  7. Upon receipt of Legal approval, the Procurement Official will secure all approvals prior to execution of a Contract/Agreement.
  8. The Procurement Department will provide a copy of the executed contract to the Vendor and End User.
  9. BidNet Contract Management System is utilized to store and monitor City contracts. Contract renewal alerts are sent to the responsible parties for review and processing. Contracts are uploaded to the Vendor's Registration in Tyler. However, upon activation of the Contract Module in Tyler, all contracts will be added and monitored through Tyler in addition to the services provided through Bid Net.
  10. City contract terms are One (1) year with Four \*(4) One (1) year renewal option for a total possible term of five (5) years, when applicable.
    - ✓ Vendor Performance Evaluations are to be performed annually prior to renewing a Contract/Agreement. End User's (Assigned Project Manager)

will complete the Vendor Performance Evaluation Form.

- ✓ Vendor Evaluations will be uploaded to Tyler and Bidnet.

11. Contract/Agreement Termination for Unsatisfactory Performance Process: Contracts may be terminated for convenience and cause due to failure to meet/perform the obligations in accordance with the Contract/Agreement. Except where public health and safety are at risk, the work or services will be halted. The Contract/Agreement may be terminated immediately if in the best interest of the City.

➤ Unsatisfactory Performance: Requires a Vendor Performance Evaluation form to be completed. End User (Assigned Project Manager/Management) must submit the completed form to the Procurement Department with supporting documentation.

1. A meeting will be held to discuss concerns with the Vendor. A Verbal Warning will be given with a 30-day timeframe to remediate and take corrective action(s).
2. A second meeting will be held to discuss concerns with the Vendor in reference to failure to remediate and take corrective action(s). A written warning will be given with a 30-day or less timeframe to remediate and take corrective action(s).
3. A third meeting will be held to discuss termination of Contract/Agreement consistent with the terms and conditions of the executed contract.
4. If a performance and payment bond is in place, the City will follow appropriate steps and work with surety company to address alternative options as needed and required by the State Purchasing Act.

12. 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.

13. The Procurement Official 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.

14. If a quoted price of the change order is more than **\$50,000.00**, it shall require additional Requisition and approval from all necessary parties pursuant to the Purchasing Thresholds. The Procurement Official cannot use the change order process to circumvent the Purchasing Policy. Change orders cannot substantially change the scope of the Contract.

E. Retainage:

Retainage - Public Projects/Public Works: The Georgia retainage laws governing public works

projects is found under GA Code §13-10-80. These rules apply to almost every type of public construction project in Georgia. The only exceptions being projects contracted by the Department of Transportation or contracts whose value or duration is less than **\$150,000** or 45 days. Any other construction project funded by a Georgia state or local government is subject to these provisions.

After work has commenced at the construction site, progress payments to be made on some periodic basis, and at least monthly, based on the value of work completed as may be provided in the contract documents plus the value of materials and equipment suitably stored, insured, and protected at the construction site and at the owner's discretion such materials and equipment suitably stored, insured, and protected off site at a location approved by the owner's authorized contract representative when allowed by the contract documents, less retainage; and

- A. Retainage to a maximum of 5 percent of each progress payment. At the discretion of the owner and with the approval of the contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.
- B. At substantial completion of the work or such other standard of completion as may be provided in the contract documents and as the owner's authorized contract representative determines the work to be reasonably satisfactory, the owner shall, within 30 days after invoice and other appropriate documentation as may be required by the contract documents are provided, pay the retainage to the contractor.
  - If at that time there are any remaining incomplete items, an amount equal to 200 percent of the value of each item as determined by the owner's authorized contract representative shall be withheld until such item or items are completed. The reduced retainage shall be shared by the contractor and subcontractors as their interests may appear.
- C. The contractor shall, within ten days from the contractor's receipt of retainage from the owner, pass through payments to subcontractors and shall reduce each subcontractor's retainage by the same percentage amount as the contractor's retainage is reduced by the owner; provided, however, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work, including any warranty work as the contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.
- D. The subcontractor shall, within ten days from the subcontractor's receipt of retainage from the contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the contractor; provided, however, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work, including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

- E. Nothing shall preclude a payor under this Code section, prior to making a payment, from requiring the payee to submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid.
  
- F. Deposits/Partial Payment Requests:  
Deposits (Partial Payments) are permissible when this is a standard requirement of the Vendor to obtain goods and services. (Examples: Advertisement, Branding, Entertainment). Refer to Travel Policy for travel-related purchases and expenses.

## SECTION V – PURCHASING THRESHOLDS

The following dollar amounts and approvals apply to all city departments. **In accordance with the City Code of Ordinances and Resolution No. (effective 2/10/25)**

### (1) PURCHASING THRESHOLDS MATRIX

	Procurement Method*	Purchase Requisition & Internal Request Forms Required Approvals	Award Authority	Amendments/ Change Orders
≤ \$4,999.99	Requisition/Purchase Order necessary, unless requested by Vendor, paid with P-Card and payment to be made upon receipt of invoice.	<ol style="list-style-type: none"> <li>1. Department Director</li> <li>2. Finance Department (as needed)</li> <li>3. Procurement Official</li> </ol>	<ol style="list-style-type: none"> <li>1. City Manager (contracts/agreements)</li> <li>2. City Attorney (contracts/agreements)</li> </ol>	Increases greater than <b>\$50,000</b> (excluding any contingency) require additional Requisition and approval from all necessary parties
\$5,000 - \$9,999.99	Three verbal quotes - Requisition, Purchase Order, and/or Contract as appropriate	<ol style="list-style-type: none"> <li>1. Department Director</li> <li>2. Finance Department (as needed)</li> <li>3. Procurement Official</li> </ol>	<ol style="list-style-type: none"> <li>1. City Manager (contracts/agreements)</li> <li>2. City Attorney (contracts/agreements)</li> </ol>	
\$10,000 - \$49,999.99	Competitive Procurement: Informal Solicitation - Requisition, Purchase Order, and/or Contract as appropriate	<ol style="list-style-type: none"> <li>1. Department Director</li> <li>2. Finance Department (as needed)</li> <li>3. Procurement Official</li> <li>4. City Manager</li> <li>5. City Attorney (contracts/agreements)</li> </ol>	<ol style="list-style-type: none"> <li>1. City Manager (contracts/agreements)</li> <li>2. City Attorney (contracts/agreements)</li> </ol>	
\$50,000 & >	Competitive Procurement: Formal Solicitation - Requisition, Purchase Order, and/or Contract as appropriate Contract as appropriate	<ol style="list-style-type: none"> <li>1. Department Director</li> <li>2. Finance Department (as needed)</li> <li>3. Procurement Official</li> <li>4. City Manager (contracts/agreements)</li> <li>City Attorney (contracts/agreements)</li> </ol>	<ol style="list-style-type: none"> <li>1. City Manager</li> <li>2. City Attorney (contracts/agreements)</li> <li>3. City Council</li> <li>4. Mayor</li> </ol>	
Note: Purchase Requisitions & Internal Request Forms REQUIRED approvals requires written approval on all applicable forms. If a requisition is submitted in Tyler, the review and approval process will follow as indicated as applicable.		<p>* The Procurement Methods listed above are not applicable to Sole Source Procurement, Single Source Procurement, Emergency Procurement, Cooperative Purchasing, and Real Estate Acquisition. See Section VII (Noncompetitive Procurements). Piggyback Purchases exceeding the City Manager award authority will require City Council approval. Notwithstanding this exclusion, the Required Approvals must still be obtained based on the applicable purchasing threshold unless otherwise provided in Section VII.</p> <p>**City Council: Expenditures which exceed the original award amount and available annual budget requires City Council approval.</p> <p>**Communications/IT Purchases: COMPUTER SOFTWARE/HARDWARE AND MARKETING/MEDIA CONTENT MUST BE APPROVED BY THE COMMUNICATIONS/IT DIRECTOR</p>		

## **(2) PURCHASING THRESHOLDS EXPLAINED**

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Though competitive procurement may not be required under the applicable purchasing threshold, the Procurement Official may require the purchase to be competitively procured if he or she deems it necessary to best serve the interests of the City.

A. Small Purchases (“Discretionary Purchases”): Purchases made up to **\$4,999.99** are considered “Discretionary Purchases”. Within this threshold amount, End Users can obtain at least one quote/estimate/proposal written or verbal to obtain goods and services. End Users must attempt to obtain fair and reasonable pricing whenever possible. Verbal quotes/estimates/proposals are acceptable. However, if a quote/estimate/proposal is available and offered, please obtain one.

- ✓ A purchase requisition is not required unless the Vendor requires a PO or payment is made with a Purchasing Card (P-Card). If a PO is required, Please refer to Purchase Requisitions Form for additional information.
- ✓ Required Approval: Department Director. Failure to obtain prior approval will require written justification signed by the Department Director.
- ✓ If a Vendor Contract/Agreement is involved, submit a copy with supporting documentation to the Procurement Department for review and processing prior to requesting or obtaining goods and/or services.
- DO NOT SIGN Contracts/Agreements. The City Manager and Mayor are the only ones authorized to sign.
- All Contracts/Agreements must be reviewed and approved by the City Attorney

B. Purchases from \$5000 - \$9,999.99: A Purchase Requisition is required within this purchasing threshold. Upon completion of the review and approval process, a Purchase Order will be issued and sent to the Vendor. Please refer to Page 19 – 20 – Purchase Requisitions for additional information.

- ✓ A minimum of three written quotes/estimates/proposals are required. The Procurement Official / End User shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered.
  - The Vendor must provide a detailed quote, estimate/proposal showing the total cost to obtain the goods or services.
  - If after due diligence, the End User cannot reasonably find a third quote, the Procurement Official can waive the quote requirement if presented with sufficient written justification from End User.
- ✓ End Users must submit a Purchase Requisition Request Package to the

Procurement Department for review and approval unless the Requestor submits a Purchase Requisition in Tyler for review and approval.

- ✓ A Purchase Order will be issued.
- ✓ The End User will receive a copy of the PO and send it to the Vendor.
- ✓ Required Approval: Department Director, Finance Director (as needed), and Procurement Official. Failure to obtain prior approval will require written justification signed by the Department Director.

C. Purchases from \$10,000 - \$49,999.99: A Purchase Requisition is required within this purchasing threshold amount. Upon completion of the review and approval process, a Purchase Order will be issued and sent to the Vendor. Please refer to Page 19 – 20 – Purchase Requisitions for additional information.

- ✓ A minimum of three written quotes/estimates/proposals is required. The Procurement Official / End User shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered.
  - The Vendor must provide a detailed quote, estimate/proposal showing the total cost to obtain the goods or services.
  - If after due diligence, the End User cannot reasonably find a third quote, the Procurement Official can waive the quote requirement if presented with sufficient written justification from End User.
- ✓ End Users must submit a Purchase Requisition Request Package to the Procurement Department for review and approval unless a Purchase Requisition is submitted in Tyler for review and approval.
- ✓ A Purchase Order will be issued.
- ✓ The End User will receive a copy of the PO and send it to the Vendor.
- ✓ Required Approval: Department Director, Finance Director (as needed), and Procurement Official, and City Manager. Failure to obtain prior approval will require written justification signed by the Department Director.

D. Purchases from \$50,000.00 and greater: A Solicitation Request Package is required for this purchasing threshold amount to initiate a formal procurement process. Upon completion of the procurement and award process, a Purchase Requisition may be created and a Purchase Order may be issued when applicable or a Contract/Agreement may be executed *See Formal Solicitations*; Section VI (2).

- ✓ Required Approvals: Department Director, Procurement Official, Finance Director, City Manager, and City Council must approve the purchase.
  - ✓ If a Contract/Agreement is involved, it must be reviewed and approved by the City Attorney and executed by the Mayor or City Manager.
  - ✓ If procuring through non-competitive methods, please refer to the applicable section herein.
- E. Purchase Orders to Pay Invoices: A Purchase Requisition and the issuance of a Purchase Order (PO) is required to process payments to Vendors and to encumber the department's funds, except when payment is made with a Purchase Card (P-Card). All invoices must be e-mailed to [Payables@stonecrestga.gov](mailto:Payables@stonecrestga.gov) for processing. End Users Invoices must signed, dated and included the required supporting documentation (original quote/estimate, additional quote/estimate, copy of Contract / Agreement packing slip/receipt, etc. as applicable).
- F. *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), GDOT Funding, Section 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.

## SECTION VI – COMPETITIVE PROCUREMENTS PROCESS

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### (1) INFORMAL SOLICITATIONS

Requests for informal quotes, bids, and proposals are Informal Solicitations (“IS”) that are prepared and issued with the goal of obtaining competitive responses. IS shall be used for all Purchases from **\$10,000 - \$49,999.99**, unless otherwise provided by this policy. The steps to complete an IS are outlined below. Unless otherwise provided in this policy and procedures: If procuring through non-competitive methods, please refer to the applicable section herein.

To initiate an Informal Solicitation the End User must complete the following:

A Purchase Requisition Package and submit it to the Procurement Department at [Procurement@stonecrestga.gov](mailto:Procurement@stonecrestga.gov) for review, approval and processing.

1. The Purchase Requisition Package must include the following:
2. For Goods: General specifications, technical specifications.
3. For Services: A detailed Scope of work/services to be performed.
4. Cost estimate, with an itemized price list, if known

**Note:** The Procurement Official may determine a formal solicitation is needed.

5. A list of Vendors to be contacted, as applicable.
- A. *Public Notice.* The Procurement Official shall, at a minimum, post a copy of the IS on the City’s website, and provide any additional public advertisement if required by law, as required by the State of Georgia and as amended.
  - B. Procurement Official and End User shall evaluate the responses to the IS. On or after the due date indicated in the IS, the Procurement Official shall determine which quote, bid, or proposal best serves the City’s interests. A certificate of Insurance will be requested, as required by the State of Georgia requirements, as required by the State of Georgia and as amended.
    1. Tie informal quotes/bids 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:
    2. The IS requires multiple Goods or Services;
    3. More than one Vendor provides a quote/bid/proposal that meets the specifications for the Goods or Services;
    4. A price comparison can be made between the Goods or Services; AND
    5. An acquisition, delivery, and other requirements can be reasonably administered.

## **(2) FORMAL SOLICITATIONS**

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Purchases from ***\$50,000 and greater*** a Solicitation Request Package is required for this purchasing threshold amount to initiate a formal procurement process. The Solicitation Request Package must be submitted to [Procurement@stonecrestga.gov](mailto:Procurement@stonecrestga.gov) for review, approval and processing.

The Procurement Official shall determine the best procurement method appropriate based on the type of goods and services being solicited and information provided by the End User.

**Note:** A Bid/ Proposal Bond or Performance Bond may be required as a part of the solicitation requirements.

### A. Invitation To Bids (ITB)

Invitation To Bids (ITB) are prepared and issued with the goal of obtaining competitive responses in the procurement of Goods, Capital Assets, Services and Construction Services.

A PO or Contract/Agreement will be awarded to the lowest responsive and responsible bidder meeting the requirements of the solicitation.

The process to initiate and complete an ITB is outlined below:

1. End User prepares a Solicitation Request Package and submits it to the Procurement Department for review and processing.

2. The Procurement Department will review the package for completion and work with the End User to obtain sufficient information to finalize the solicitation draft.
3. The solicitation draft and Solicitation Review Form will be e-mailed to the End User for review.
4. The End User will review the solicitation draft, provide suggested revisions if needed, complete and return the Solicitation Review form to the Procurement Department for review.
5. If revisions are needed, the Procurement Department will make the revisions and return the revised solicitation draft to the End User for Final review and approval to release the solicitation.
6. The Procurement Department will provide a copy of the advertised solicitation package to the End User.
7. A calendar invite will be sent to the End User so they may attend the bid opening meeting (in-person/virtually via Microsoft Teams)
8. Public Notice: The Procurement Official shall advertise the ITB 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 ITB 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 Section VII (D) Emergency Procurement. In such event, the requirement for public notice may be reduced by the Procurement Official.
9. Correction/Withdrawal of Bids: Correction or withdrawal of inadvertently erroneous bids is permitted in accordance to the terms indicated within the ITB; however, minor irregularities may be waived by the Procurement Official. No bid may be withdrawn for a period of ninety (90) days after the time scheduled for bid opening, or as otherwise stated in the ITB.
10. Addendums: Changes/Modifications to the original solicitation, supporting documents, including changes to the pre-bid/pre-submittal/pre-proposal and site-visit meetings, bids due date, time and location will be addressed by posting an addendum.
11. Bid Openings (Opening of Sealed Bids): 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.*
  - ✓ Bids must be submitted electronically via BidNet ([www.bidnet.com](http://www.bidnet.com)).
  - ✓ Paper submittals will not be accepted.

- ✓ Bid submittals are due on or before 3:00pm of the scheduled bids due date.
  - ✓ BidNet does not accept late bid submittals after the due date and time has elapsed.
  - ✓ Bids shall be opened in the presence of the Procurement Official or the designee. Other City staff may assist in this process as needed to serve as an additional witness at the time and place designated in the Invitation for Bids.
    - A calendar invite will be sent to the End User.
  - ✓ Opening of sealed bids will be recorded (digitally recorded/virtually recorded via Teams).
  - ✓ Opening of sealed bids will be open to the public (virtually or in-person) providing transparency in the procurement process.
  - ✓ Opening of sealed bids will be recorded (digitally recorded/virtually recorded via Teams).
  - ✓ Opening of sealed bids will be open to the public (virtually or in-person).
  - ✓ Bid Tabulation Sheet: The Bid Tabulation Sheet generated from BidNet will be published once the bid opening meeting has ended.
    - All relevant information, including each Bid amount and Bidder's name, will be recorded on a summary sheet.
  - ✓ Procurement will create and release a corrected Bid Tabulation Sheet as needed to correct errors made by Bidders.
12. *Evaluation of Bids*: Bids will be evaluated based on the qualification factors set forth in the ITB, 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), vendor performance evaluation, lowest price, responsiveness and bidders' ability to show responsibility in providing goods and services. Bidders must be deemed responsive and responsible to the requirements provided in the ITB, to be considered.
- ✓ Upon completion of the internal vetting process, the lowest responsive and responsible bidder bid package will be provided to the End User for review.

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 Responsive and Responsible Bidder selected for Contract award, or to reject any or all bids for any reason whatsoever.

13. Contracts: Upon completion of the solicitation and internal review process, the awarded bidder will receive a Purchase Order when it is feasible to do so as the Contract document. Awarded vendors providing professional services may receive a Contract. If a Contract is required, a Purchase Order will be issued to obtain goods and services as applicable and to process payments. Exceptions to the City standard Contracts will require review and approval by the City Attorney. The Procurement Official will prepare and process all contracts. If the bid response exceeding the City Managers award authority of **\$50,000.00**, a recommendation for award will be presented to the City Council for review and approval.

- ✓ If a Contract/Agreement is appropriate, Procurement will draft the Contract/Agreement and submit to City Attorney for review and approval. Contract terms, exceptions, and/or modifications will be reviewed and approved by the City Attorney.
- ✓ The Procurement Department will create an agenda item with the assistance of the End User to present a recommendation for award to City Council.

Agenda Items shall include the following:

- ✓ Cover Memo;
- ✓ Copy of the Final Solicitation Package;
- ✓ Copy Internal Procurement Vetting Form;
- ✓ Copy of the Notified Vendors List;
- ✓ Copy of the Bid Tabulation Sheet;
- ✓ Lowest Responsive and Responsible Bidder Submittal; and
- ✓ Contract/Agreement if appropriate.

14. Upon the award of bid, User amends Requisition and Procurement Official shall prepare a Purchase Order or Contract, if appropriate.

- ✓ A copy of the executed contract, award letter, copy of the signed resolution, PO (if applicable) with supporting documentation will be provided to the awarded Vendor and End User. Notice to proceed will be provided, if applicable.
- ✓ The Vendor will be required to provide a Certificate of Insurance, Performance Bond etc. prior to the commencement of any work.
- ✓ If a Purchase Order is appropriate, a requisition will be created and

submitted to the appropriate approvers for approval. Supporting documentation consisting of the final solicitation, awarded bidders submittal, approved resolution and bid cost proposal, and signed resolution will be attached to the requisition and made a part of the Purchase Order (PO).

- ✓ Contract expenditure will be monitored in Tyler. Contract expiration dates will be monitored via Bidnet and Tyler when contracts have been added to the system.
15. Multiple Awards: When feasible, bids may be awarded to multiple vendors (i.e. landscape services, goods such as OEM Parts). the City reserves the right to identify multiple source of supply for the same desired goods and/or services. Multiple awards should on be made when it is not possible or practical to make a competitive low bid award in the multiple award scenario, each supplier has equal standing and the state entity may choose amongst the awarded suppliers as permitted by the solicitation.
- ✓ Award to multiple Contractor's is made for the convenience of the City and does not exempt the Primary Contractor, or any of the other awarded Contractor's from fulfilling their contractual obligations. Failure of any awarded Bidder to perform in accordance with the terms and conditions of the contract may result in the awarded Contractor being deemed in breach of contract.
16. Split/Partial Awards: When feasible, split or partial bid awards may be awarded with the same guidelines and restrictions as those provided for split or partial Informal Solicitations.
- ✓ In the *split award scenario*, the solicitation has been divided into two or more parts and each part will be awarded to the best ranked supplier for that particular part. In a split award scenario, more than one supplier may receive a contract award; however, there is no overlap of contract awards. For example, an RFQ may identify multiple products that may be purchased from separate sources or an RFP may identify several different locations or facilities to be serviced separately. A split award is more likely to occur on a multi-line RFQ than with an RFP.
  - ✓ For an RFQ, each line item is awarded to the responsive and responsible supplier who had the lowest price for that particular line item and is clearly capable of performing and has reached agreement with the City as to contract terms. For an RFP, each part of the solicitation must be awarded to the supplier with the highest total score and with whom the state entity has reached agreement as to contract terms. Making a split award may or may not be the most economical solution for the state as there are costs associated in managing more than one contract. Ordinarily, split awards will not be made unless the saving to the state entity *exceeds*

5% of the total contract price or **\$500.00, whichever is greater**. However, the Procurement Official may make a split award even if those thresholds are not met, however the Procurement Official rationale should be documented.

17. Primary/Secondary Awards: In the *primary/secondary award scenario*, the state entity is identifying the primary source of supply for a particular contract and/or line item but is also designating a secondary (or "back up") source of supply for that same contract/line item. There are limited situations in which primary/secondary awards should be made as the state entity should reserve this award for a scenario in which backup sources of supply are expected to be needed on a continual basis. In the primary/secondary award scenario, the suppliers do not have equal standing. The state entity must attempt to use the primary supplier first and may only use the secondary (backup) supplier once certain conditions in the solicitation have been met.
- ✓ The City will award the contract to the three (3) lowest priced responsive, responsible Bidders, in the aggregate. To be considered for award, the Bidder must submit an offer on all items listed in the Solicitation.
  - ✓ While the method of award prescribes the method for determining the lowest responsive, responsible Bidders, the City will award this contract to the designated lowest Bidder as the Primary Contractor; and will award this contract to the designated second lowest Bidder as the Secondary Contractor respectively. The City may also make an award to the third lowest Bidder as the Tertiary Contractor.
  - ✓ The Primary Contractor shall have the first opportunity and responsibility to perform the services described in this Solicitation. If the Primary Contractor is unable or unavailable to respond in the time required by the City, the City shall have the right to request services from the Secondary Contractor. If the Secondary Contractor is unable to respond in the time required by the City, the City shall have the right to request service from the Tertiary Contractor.
  - ✓ The City reserves the right to terminate any awarded Vendor/Contractor from the contract for poor service delivery or failure to perform or respond to service requests, at the City's sole discretion. Awarded Contractor's may also be terminated from the contract for engaging in any action that brings the City's name and/or image into ill-repute.
18. Tie Bids: In the event two or more identical bids are received, the following procedure will be used when the basis of award is low bid:
- (i) 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 Section IX (1).*

- (ii) 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* Section IX (2).
- (iii) 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.
- (iv) 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 Official or the designee of the Procurement Official. 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.
- (v) If all of the procedures above do not result in an award, then, the Procurement Official or the designee of the Procurement Official in the presence of at least two witnesses will flip a coin one time. Award to the winner of the coin flip will be recommended to the City Council.

**B. Request for Proposals (RFP)**

When the Procurement Official determines the use of an Invitation for Bids is not practical or not 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.

To initiate and complete an RFP procurement process the following outline as follows:

1. End User prepares a Solicitation Request Package and submits it to the Procurement Department for review and processing.
2. The Procurement Department will review the package for completion and work with the End User to obtain sufficient information to finalize the solicitation draft.
3. The solicitation draft and Solicitation Review Form will be e-mailed to the End User for review.
4. The End User will review the solicitation draft, provide suggested revisions if needed,

- complete and return the Solicitation Review form to the Procurement Department for review.
5. If revisions are needed, the Procurement Department will make the revisions and return the revised solicitation draft to the End User for Final review and approval to release the solicitation.
  6. The Procurement Department will provide a copy of the advertised solicitation package to the End User.
  7. A calendar invite will be sent to the End User so they may attend the proposal opening meeting (in-person/virtually via Microsoft Teams)
  8. Public Notice: The Procurement Official 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 Section VII (D). In such event, the requirement for public notice may be reduced by the Procurement Official.
  9. 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.
  10. Proposal Opening (Opening Sealed Proposals):
    - ✓ Proposal must be submitted electronically via BidNet ([www.bidnet.com](http://www.bidnet.com)).
    - ✓ Paper submittals will not be accepted.
    - ✓ Proposals submittals are due on or before 3:00pm of the scheduled proposal due date.
    - ✓ BidNet does not accept late submittals after the due date and time has elapsed.
    - ✓ Submittals shall be opened in the presence of the Procurement Official or designee. Other City staff may assist in this process as needed to services as an additional witness at the time and place designated in the RFP.
      - A Calendar Invite will be sent to the End User.
    - ✓ Opening of proposals will be recorded (digitally recorded/virtually recorded via Teams).

- ✓ Proposals openings will be open to the public (virtually or in-person) providing transparency in the procurement process.
  - ✓ The meeting will be recorded (digitally recorded/virtually recorded via Teams).
  - ✓ Proposal Tabulation Sheet: The Proposal Tabulation Sheet generated from BidNet will be published once the bid opening meeting has ended.
    - Only the Proposers Name will be provided. Pricing will be provided upon completion of the evaluation process.
  - ✓ Procurement will create and release a corrected Proposal Tabulation Sheet as needed.
11. Evaluation of Proposals: The Procurement Official and Procurement staff will review proposals to ensure they meet the requirements specified in the solicitation and proposals address the criteria listed therein. Proposals that meet the requirements will be deemed Responsible and Responsive to the solicitation and its requirements.
- ✓ The Procurement Department will review all proposals to ensure it meets the requirements of the solicitation.
  - ✓ If a proposal does not meet the requirements of the solicitation, the proposer will be deemed non-responsive and non-responsible to the solicitation and its requirement and will move forward in the procurement process.
    - The Procurement Department will provide a written explanation of the non-responsive and non-responsible determination.
    - The Proposal will not be provided to the Evaluation Committee for review or consideration.
  - ✓ An Evaluation Committee (EC) will be selected by the Director of Finance and Procurement Official. EC members will individually review, evaluate and score responsive and responsible proposals.
  - ✓ Price proposals will be opened, and the applicable score will be added to determine the final shortlist and ranking of the proposers, if applicable.
  - ✓ The Procurement Department will review the individual scores and calculate and verify the average scores for each proposer to determine shortlisting and ranking and post the information on Bidnet.
  - ✓ Price Proposal Negotiations may occur as applicable as defined in the

RFP.

- ✓ All Proposals (or the most acceptable proposals in the discretion of any committee evaluating proposals) will be ranked in order of their acceptability to the City, giving consideration to the criteria.

12. Recommendation for Award: The Procurement Official shall submit a recommendation for award to City Council for approval and award.

- ✓ The Procurement Department will create an agenda item with the assistance of the End User to present a recommendation for award to City Council.

Agenda Items shall include the following:

- ✓ Cover Memo;
- ✓ Copy of the Final Solicitation Package;
- ✓ Copy Internal Procurement Vetting Form;
- ✓ Copy of the Notified Vendors List;
- ✓ Copy of the Bid Tabulation Sheet;
- ✓ Lowest Responsive and Responsible Bidder Submittal; and
- ✓ Contract/Agreement if appropriate.

13. Contract Award:

- ✓ If a Contract/Agreement is appropriate, Procurement will draft the Contract/Agreement and submit to City Attorney for review and approval. Contract terms, exceptions, and/or modifications will be reviewed and approved by the City Attorney.
- ✓ 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.
- ✓ A copy of the executed contract, award letter, copy of the signed resolution, PO (if applicable) with supporting documentation will be provided to the awarded Vendor and End User. Notice to proceed will be provided, if applicable.
- ✓ The Vendor will be required to provide a Certificate of Insurance, Performance Bond etc. prior to the commencement of any work.
- ✓ If a Purchase Order is appropriate, a requisition will be created and submitted to the appropriate approvers for approval. Supporting

documentation consisting of the final solicitation, awarded proposers' proposal, approved resolution and price proposal (if applicable), and signed resolution will be attached to the requisition and made a part of the Purchase Order (PO).

14. 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 make a determination. The decision to withhold or release the information will be at the City Attorney's sole discretion.

C. Request for Qualifications (RFQ):

Requests for Qualifications (RFQ) may be used if the Procurement Official 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, without regard to price or prior to considering price. An RFQ may also be used to establish a pool of qualified contractors/firms to provide various professional services to the City.

The procedure for soliciting, opening and evaluating statements of qualifications shall be the same as described herein and similar to the RFP procurement process. Such service providers whose

qualifications meet the criteria established in the RFQ, at the sole discretion of the City, may be considered for Contract award by participation in the completion price negotiation.

- ✓ The City shall attempt to negotiate a fee with the highest ranked firm. If no agreement is reached, the City shall begin negotiations with the next highest ranked firm. Negotiations will proceed in this manner until an agreement is reached.
- ✓ The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.

D. Multi-step Solicitation

The City may initiate the multi-step solicitation process described below when: (a) the Procurement Official 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.), (b) the Procurement Official desires to identify a field of qualified Bidders, Proposers, Goods or Services, out of a broader field of Bidders, Proposers, Goods or Services, or (c) the Procurement Official determines that a multi-step process would best serve the City's interests.

1. The City may request that priced proposals be submitted in two 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.
2. 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.

### **(3) SOLICITATIONS REQUIRING PUBLIC NOTICE IN GEORGIA PROCUREMENT REGISTRY (GPR)**

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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 registry provides for the advertising of bid opportunities by state and local governments to ensure transparency and offer market

competition, as required and amended by the State of Georgia.

- A. The City shall advertise all bid or proposal opportunities for goods, services, or both that are valued at **\$100,000.00 or more**, as required and amended by the State of Georgia 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 **\$100,000.00 or more**, as required and amended by the State of Georgia in the GPR for at least four continuous 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 Official may adopt procedures requiring additional bid or proposal opportunities to be advertised on the GPR.

## **SECTION VII – NON-COMPETITIVE PROCUREMENTS**

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The provisions of this policy section shall apply to the procurement of Goods, Capital Assets, Services, Construction Services or Professional Services, when the purchase does not exceed **\$9,999.99** or when the Procurement Official 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.

A. Sole Brand Procurement:

The City may obtain sole brand goods from a specific manufacturer or owner's brand through a competitive sole-brand solicitation. Sole Brand Procurements are available when only one specific brand of goods will meet the City's critical business requirements. Research must be conducted by the Procurement Official to determine if other brands exist which can also satisfy procurement requirements in a timely manner. A Sole/Single Source Procurement Justification Form and supporting documentation is required. Departments must receive written approval prior to obtaining such goods.

- ✓ The Procurement Official must conduct research to determine if other brands exist which can satisfy procurement requirements in a timely manner.
- ✓ A sole-brand solicitation requires justification, supporting documentation consisting of previous purchase, warranty, be used only when it is the last justifiable option, and not as an attempt to contract for a favored brand of goods. *A Single/Sole Source Procurement Request Form must be submitted.*
  - An example of the appropriate use of the sole-brand justification may include certain situations where a specific piece of equipment is needed to match existing equipment or is a

replacement. If the desired good is only available from one source, then the sole source procurement method is appropriate.

- A valid sole-brand justification allows the procurement professional to process a competitive solicitation with the insertion of "No Substitute" after the good is specified by brand name, model number, or some other designation identifying a specific good of a manufacturer.

**B. Sole Source Procurement**

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 limited to one source, or when they must be obtained from a specific manufacturer's dealer when still under warranty, maintain continuity, consistency, connectivity to existing hardware, software and proprietary in nature, and valid competition among dealers does not exist. No Sole Source Procurement shall be valid without the prior authorization of the Governing Authority. For each instance in which the use of Sole Source Procurement is proposed, the User must provide to the Governing Authority with a written report that identifies the specific reasons justifying such use and shows the requirements stated herein are satisfied. The Governing Authority may authorize the use of Sole Source Procurement only if it determines that such use fully complies with the requirements stated herein. A Sole/Single Source Procurement Justification Form and supporting documentation is required. Departments must receive written approval prior to obtaining such goods.

**C. Single Source Procurement**

The City may acquire Services or Professional Services pursuant to a Single Source Procurement. A Single Source Procurement is a procurement made from one Person among others in a competitive marketplace which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling the given purchasing need. A Sole/Single Source Procurement Justification Form and supporting documentation is required. Departments must receive written approval prior to obtaining such goods.

Single Source Procurement is available only if the following conditions exist:

The proposed use of Single Source Procurement concerns any of the following situations:

1. To obtain the Services or Professional Services of any Person for the purpose of serving in any appointed position identified in Article III of the City Charter; or
2. To obtain the Professional Services of any Person where such Person establishes to the User that:
  - ✓ Regarding the provision of such Professional Services, he has significantly more experience than other prospective providers or has unique knowledge and experience that no other prospective provider

possesses;

- ✓ He has more historical knowledge of the particular issue/subject to be addressed by the procurement while other prospective providers have failed to demonstrate to the User that they have the same level of historical knowledge;
- ✓ In comparison to other prospective providers, he is particularly suited to provide the procurement as he and the City had a satisfactory business relationship in his earlier provision of such Professional Services to the City; or
- ✓ He has the capacity and willingness to provide such Professional Services to the City in an emergency situation while other prospective providers have failed to demonstrate to the User that they have such capacity and willingness.
- ✓ The Person desiring to provide the procurement has agreed, in writing, that he will not disclose to any third party any confidential information, trade secret or financial information of the City that he may obtain in the course of providing the procurement to the City.
- ✓ The User has analyzed the current open, competitive market conditions regarding the provision of such Services or Professional Services and has determined that the price to be paid to the proposed provider is substantially similar to the current price in the open, competitive market for such Services or Professional Services.

**Note:** No Single Source Procurement shall be valid without the prior authorization of the Governing Authority. For each instance in which the use of Single Source Procurement is proposed, the User must provide to the Governing Authority a written report that identifies the specific reasons justifying such use and shows the requirements stated herein are satisfied. The Governing Authority may authorize the use of Single Source Procurement only if it determines that such use fully complies with the requirements stated herein

D. Emergency Procurement

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. Emergencies also exist 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. An Emergency Procurement Justification Form is required with supporting documentation. End Users must receive prior approval before

receiving goods or services.

- ✓ 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.
- ✓ When the need for an emergency purchase occurs during normal working hours, the User shall request 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 Official, any purchase necessary shall be made by the official in charge of such department or agency, and such purchase reported to the Procurement Official within 24 hours.
- ✓ 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**, City Council approval must be obtained at the next meeting following the emergency procurement.

E. Co-operative Purchasing

The City may acquire Goods, Capital Assets and Services by from a Supplier 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. Prior to making any purchase, the Procurement Official or User shall obtain approval from all necessary parties pursuant to the applicable purchasing threshold.

**Note:** The Procurement Official will participate in the development of the solicitation when required by the lead agency/entity where required for Co-Op purchases.

- F. Piggyback: The Procurement Official and End Users may use Contracts and awarded Vendors list available through the Purchasing Division of the State of Georgia and other Governmental Entity to procure supplies, services or construction items that have already been a competitive solicited and awarded to gaining access to cost savings and low-price lists. Piggyback Purchases will also include access to National Co-Ops (i.e.-U.S. Communities, Sourcewell, NASPO, OMNIA). The Procurement Official will utilize existing purchasing agreements that have been solicited and awarded by competitively when deemed to be in the best interest of the City. The City will utilize the original contract term and exercise the

ability to continue to receive services if the contract term has ended with the governing entity until services have been completed.

- ✓ The Procurement Department will seek out piggyback options where the contract terms are sufficient to complete an order of goods or complete requested services. Any existing work or project initiated under the piggyback agreement will be terminated upon completion of services and receipt of goods when final acceptance has been completed. End Users may not request additional goods or services once the City's contract with the vendor has officially ended.
- ✓ The Procurement Department will work with End Users to determine if goods, services, or construction items may be obtained through piggybacking when internal procurement lead times may not be completed in sufficient time to address the department's needs.
- ✓ The Procurement Department will obtain a copy of the final solicitation, submittals, bid tabulation sheet, pricings, evaluation documents (if applicable), award documents (agenda, signed resolution, executed contract, if applicable).
- ✓ The Procurement Department will request written authorization to use the available Contracts/Agreement when required.
- ✓ The Procurement Official will review the documents to ensure the solicitation and contract (if applicable) includes the language that permits piggybacking purchase granting the use of their contract.
  - If the required language is not included in the solicitation and/or contract, the Procurement Official will deny the End User's request to piggyback or use the purchase method to obtain good or services.
- ✓ The End User will complete and submit a Piggyback Purchase Request Form with supporting documentation once reviewed and approved by the Procurement Official.
- ✓ If anticipated expenditure exceeds the City Manager's award authority, Procurement will work with the End User and create an agenda item to obtain City Councils approval.
- ✓ The Procurement Official obtain a copy of the lead entity contract with the awarded vendor. The City will use the original contract from the entity to procure goods and/or services. A copy of the contract will be kept in the procurement file and attached to the Purchase Order as supporting documentation. A copy of the Contract/Agreement will be attached to the

agenda item for City Council approval and execution.

- ✓ If a Purchase Order is appropriate, a requisition will be created. A copy of all supporting documentation and signed resolution and issued to the Vendor/Contractor.

G. Real Estate Acquisitions:<sup>1</sup>

1. Compliance with Applicable Regulations:

<sup>1</sup> Reference 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

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.

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.

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 prohibit or 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.

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.

H. Land Acquisition Procurement Process:

1. City staff will investigate and identify properties for purchase that generally meet an approved plan or strategy. Furthermore, land purchased with a specific funding source will only be used for such purposes anticipated and/or authorized. If the City determines that 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.
2. City staff may work with a Real Estate broker to gather information and make site visits related to properties under consideration for acquisition.
3. 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” from the City Council.
4. City staff will negotiate “Letters of Intent” with land owners on properties the City Council has provided staff with direction on “terms and price”.
  5. 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.
  6. Prior to requesting a resolution from the City Council authorizing the City Manager to execute any and all closing documents to complete the purchase of the property, the city staff will ensure completion of all due diligence item.

## **SECTION VIII – PROJECTS USING FEDERAL AID HIGHWAY PROGRAM (FAHP) FUNDING**

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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.*

## **SECTION IX – PREFERABLE GOODS AND SERVICES**

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### **(1) PREFERENCE FOR PRODUCTS MANUFACTURED IN GEORGIA**

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.

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.

## **(2) ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES**

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- A. 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 User. Whenever possible or practicable, the City shall:
1. Purchase copy, computer, and fax paper with at least 30 percent post-consumer recycled content;
  2. 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;
  3. Consider purchasing lower emission emergency fleet vehicles with comparable specifications for performance, safety, and fuel availability during emergencies as conventionally-powered emergency fleet vehicles;
  4. Purchase at least Energy Star rated equipment and appliances for use in local government facilities when practicable based upon considerations of Life Cycle Costs;
  5. 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;
  6. Replace disposable with re-usable, recyclable, or compostable Goods;
  7. Consider Life Cycle Cost Assessment; and
  8. Evaluate, as appropriate, the environmental performance of Vendors in providing Goods and Services.
- B. 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 User when determining that Goods have environmentally preferable attributes include, but are not limited to:
1. Minimization of virgin, unrecycled material used in Goods;
  2. Maximization of recycled materials used in Goods;
  3. Life cycle economics of Goods and Services;
  4. Reuse of existing Goods or materials in Goods;
  5. Recyclability, biodegradability and compostability of Goods;
  6. Minimization of packaging;
  7. Reduction of energy and fuel consumption;

8. Reduction of water consumption;
9. Toxicity reduction or elimination;
10. Durability and maintenance requirements; and
11. Ultimate disposal of the Goods.

## SECTION X – PROTESTS, SUSPENSION, AND DEBARMENT

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### A. Right to Protest.

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

**NOTE:** *Types of Challenges:* There are numerous different challenges an interested supplier may make; however, the types of challenges are generally organized as follows:

- ✓ Challenge to the Solicitation: Any interested supplier capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process, including but not limited to a challenge to specifications or any events or facts arising during the solicitation process.
  - ✓ Challenge to a Sole Source Notice: Any interested supplier capable of providing the goods/services identified in a sole source notice may file a protest challenging the sole source determination.
  - ✓ Challenge to Results of RFQ: Any interested supplier submitting a timely written response to a RFQ may file a protest with respect to the results of that RFQ, including, but not limited to, events or facts arising during the evaluation process.
  - ✓ Challenge to the City's Intended or Actual Contract Award: Any interested supplier submitting a timely written response to a competitive solicitation may file a protest with respect to the state entity's intended or actual contract award, including, but not limited to, events or facts arising during the evaluation and/or negotiation process.
1. Timeliness:
1. 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 business days of the submission of the bid/proposal. For competitive procurements. For non-competitive procurements, a bidder/proposer/respondent shall have 0 days for procurements **under \$49,999.99.**
  2. Protests arising from factual or legal basis that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be

submitted within ten 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 business days after the award of the contract.

3. Untimely protests are invalid and shall be denied as such.
2. Contents of Protest: The protest shall, at a minimum, be in writing and include the following information:
  1. Identity and contact information of protestor;
  2. Appropriate identification of the subject solicitation or award;
  3. Detailed statement of the legal and factual grounds of the protest;
  4. Documentation supporting the protest and/or allegations;
  5. Statement of the specific relief requested; and
  6. Signed by an officer or person authorized to sign contracts on behalf of the protestor.
3. Submission of Protests: All protests shall be submitted to the City Manager via registered mail, overnight delivery, or hand delivery.
4. Protest Resolution: If a protest complies with subsections (1) through (3) above, the City Manager shall request a response from the Procurement Official. The Procurement Official's response will be returned to the City Manager within seven (7) business days from the submission of the protest. The City Manager is empowered to decide to uphold, dismiss or amend the decision of the Procurement Official.
5. 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) days of the additional amount of time required to render a decision.
6. Appeal: 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) days of receipt of the decision.
8. Hearing: The City Manager shall set a hearing date before City Council not more than thirty (30) 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 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.
9. Decision: Within seven (7) 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 of the decision to the protestor(s) by registered mail.

10. 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.
11. Stay of Procurement: In the event a protest complies with subsections (1) through (3) above, the Procurement Official 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 makes a determination that the award of the contract without delay is necessary to protect the interests of the City.

B. Suspension and Debarment

The Procurement Official and Procurement staff will verify business licenses, suspensions and debarments status through the City and Department of Administrative Services website as well as other available resources during the internal review process for all responses received in response to a solicitation.

*Suspended and Debarred Suppliers | Georgia Department of Administrative Services - DOAS and City:*

1. Authority to Suspend or Debar: After reasonable notice to the Person involved and reasonable opportunity for that Person to respond, the Procurement Official 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.
2. Causes for Suspension or Debarment: The causes for suspension or debarment include:
  - ✓ 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;
  - ✓ 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;
  - ✓ Conviction of state or federal antitrust statutes arising out of the solicitation and submission of bids or proposals;
  - ✓ Violation of contract provisions of a character which is regarded by the Procurement Official to be so serious as to justify suspension action, which includes but is not limited to the following:

- Failure to perform in accordance with the specifications within a time limit provided in a city contract;
  - 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
  - Falsification of any documents.
- ✓ Commission or solicitation of any act that would constitute a violation of the ethical standards set forth in this Purchasing Policy and the City's Code of Ethics.
- ✓ Any other cause that is serious and compelling as to affect the Person's responsibility as a city vendor, including debarment or suspension by another government entity.
3. Initiation of Suspension or Debarment Action: When the Procurement Official receives information from any source concerning a cause for suspension or debarment, he or she will promptly investigate the matter. If the Procurement Official finds cause that suspension or debarment is warranted, the Procurement Official 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.
4. Review of Proposed Suspension or Debarment: Within fifteen (15) 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.
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.
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.

7. Duration of Suspension/Debarment: Suspensions shall be for a period not to exceed 120 days. Debarment shall be for a period not to exceed three 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 years.
8. List of Suspended/Debarred Persons: The Procurement Official shall create and maintain a list of all suspended and debarred Persons. All departments shall be routinely supplied with said list.

## SECTION XI – PROPERTY DISPOSAL

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### A. Compliance with Applicable Regulations

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.

### B. Excess, Surplus, and Obsolete Materials

It shall be the duty of the User to report all excess, surplus or obsolete materials to the Procurement Official. At this point, the Procurement Official 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 **\$5,000 in aggregate or \$1,000** individually, the City Council shall approve the request to have the property declared surplus. For other property, the Procurement Official shall present a list to the City Manager for approval.

1. 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.
2. 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.
3. 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](http://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) days from the date the bids were opened.

4. 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) but no more than sixty (60) 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.
  - a. 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.
  - b. 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.

C. Sale to Employees

To avoid any appearance of impropriety in the disposition program, it is the City's policy to prohibit the direct sale of surplus property to any City Employee, Official or Agent. This policy does not prohibit any City Employee, Official or Agent from extending an offer at a public auction or in the form of a sealed bid.

D. Allocation of Proceeds

Proceeds from the sale of excess or surplus property will go into the City's Fund that held the asset.

## APPENDICES

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### APPENDIX A:

### PROJECTS USING FAHP FUNDING

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 the issuance of a request for proposal (RFP) to all interested consultants or a multiphase process with the 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 ensuring 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 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 and Provisions.

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 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).
- iii. Additional terms, conditions, provisions and applicable additional required forms and acknowledgements will be added to the City's solicitation packages. Respondents will be required to submit the additional forms and accept the additional acknowledgements where applicable with their submittals prior to the solicitation closing date (response due date).

2. Disadvantaged Business Enterprise (DBE) program:

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:

- i. Use of an evaluation criterion in the qualifications-based selection of consultants; or
- ii. Establishment of a contract participation goal; or
- iii. The use of quotas or exclusive set-asides for DBE consultants is prohibited (as specified in 49 CFR 26.4).

3. Georgia Department of Transportation (GDOT). The City must comply with procurement requirements established by the GDOT laws, regulations, policies, and procedures when utilizing GDOT funds for Capital Improvement Projects and procurement, management, and administration of engineering and design related professional services (consulting) to maintain compliance with Federal and State Procurement Ordinances such as 23 CRR Part 172, 2 CFR Chapter I and Chapter II, 40 U.S.C 1101-1104, 48 CRF Part 31, O.C.G.A 50-22-1 through 50-22-9, 2 CFR 200.333 , which are not addressed by or in conflict with applicable Federal laws and regulations (as specified in 49 CFR 18.36 and State Purchasing Act (Official Code of Georgia Annotated in (O.C.G.A.) Section 50-5-50 et seq. and Title 32 If conflict does arise, the Procurement Official will work with legal, GDOT, and the State Purchasing Department to resolve the conflict.

- i. The use of GDOT Capital Improvement funds projects does not exempt the City from following the State Procurement Act or the rules of competitive bidding.
- ii. City staff participating in soliciting, facilitating evaluations, conducting negotiations and contract administration are required to attend and pass procurement training prior to participating in any of the processes associated with procuring, managing, and administering engineering and design consultant services when Federal Aid Highway Program (FAHP) funds are utilized.

- iii. City staff will ensure compliance with all rules, regulations and policies and procedures associated with engineering and design procurement consisting of the following:
    1. 23 CFR Part 172 Procurement, Management and Administration of Engineering and Design Related Services; Final Rule.
    2. 2 CFR Chapter I, and Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule.
    3. 40 U.S.C. 1101-1104 Selection of Architects and Engineers “The Brooks Act”.
    4. 48 CFR Part 31 – Contract Cost Principles and Procedures.
    5. Repayment of Preliminary Engineering Cost (Order 2020.1).
    6. FHWA Policy for Contractor Certification of Costs in Accordance with Federal Acquisition Regulations (FAR) to Establish Indirect Cost Rates on Engineering and Design-related Services Contracts Order No. 4470.1A.
    7. O.C.G.A. 50-22-1 through 50- 22-9.
    8. GDOTs DBE program.
  - iv. When State and local procurement laws, regulations, policies, or procedures conflict with applicable Federal laws and regulations, the City must comply with GDOT requirements to be eligible for reimbursement of the associated costs.
  - v. Additional Provisions and Required Forms: The GDOT additional provisions, required forms and acknowledgements will be included in the solicitation package in addition to the City’s standard terms and conditions and forms.
    1. Bidders/Proposer’s/Respondents will be required to complete and submit the additional required forms and accept the additional acknowledgments prior to solicitation close date as a part of the submittal.
    2. Failure to submit the additional required forms will lead to a non-responsive and responsible determination and the submittal will not be accepted.
4. 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: SAMPLE REQUISITION FORM



**PURCHASE REQUISITION FORM (Under \$49,999.99):**

**NOTE: By signing this request, you are certifying that the listed expenses are business related.**

REQUESTOR NAME: \_\_\_\_\_ REQUESTOR SIGNATURE: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_ PHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

DEPARTMENT DIRECTOR: \_\_\_\_\_ DIRECTOR SIGNATURE: \_\_\_\_\_

DELIVERY ADDRESS: \_\_\_\_\_ PERSON OF CONTACT: \_\_\_\_\_

DATE REQUEST SUBMITTED: \_\_\_\_\_ NEED BY DATE: \_\_\_\_\_  
*(Date Request Submitted to Procurement or Entered by Dept.) (Date delivery is needed)*

REQUISITION NO. \_\_\_\_\_ DATE ISSUED: \_\_\_\_\_ ACCOUNT TO BE CHARGED: \_\_\_\_\_  
*(Requisition No. generated by Tyler) (Date Requisition Prepared and submitted for approval)*

VENDOR NAME: \_\_\_\_\_ VENDOR ID NO. \_\_\_\_\_

**DETAILED DESCRIPTION OF PURCHASE (attach supporting documentation):** \_\_\_\_\_

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
<b>TOTAL COST:</b>				<b>\$</b>



**ADDITIONAL COMMENTS:**

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

**ADDITIONAL ACCOUNT TO BE CHARGED (INDICATE WHICH LINE ITEM IF USING MULTIPLE ACCOUNTS: \_\_\_\_\_**

\_\_\_\_\_

**SUGGESTED VENDORS:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

**EACH REQUEST MUST INCLUDE SUPPORTING DOCUMENTATION: Scope of work/services, item description, unit price, total cost, quote/estimate provided by the Vendor, invoice etc.. Outside Events, Workshops, Training include the registration information, detailed description of the workshop/training, etc. Internal events, workshops, and training shall include the flyer in addition to standard required supporting documentation.**

**REQUIRED APPROVALS**

**DIRECTOR OF COMMUNICATIONS/IT (if applicable):** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_ **APPROVED** \_\_\_ **DENIED**

**DIRECTOR OF FINANCE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_ **APPROVED** \_\_\_ **DENIED**

**PROCUREMENT OFFICIAL:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_ **APPROVED** \_\_\_ **DENIED**

**Competitive Prices:** \_\_\_\_\_

**Additional Comments:** \_\_\_\_\_

**CITY MANAGER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_ **APPROVED** \_\_\_ **DENIED**

APPENDIX C: SAMPLE SOLICITATION REQUEST FORM



**SOLICITATION REQUEST FORM**

SUBMIT PACKAGE TO: [Procurement@stonecrestga.gov](mailto:Procurement@stonecrestga.gov)

**NOTE:**

1. This checklist is to ensure all required information is submitted at the same time as the request for a new solicitation.
2. This checklist is not required for purchase orders, change orders, work authorizations, amendments / modifications.
3. Incomplete request for solicitations (without supporting documentation) will cause a delay in processing and subject to rejection and returned to the requestor.

**NOTE: ADVERTISEMENT PERIODS**

ITB 30 DAYS  
 CONSTRUCTION ITB 30 DAYS  
 RFP 30 TO 90 DAYS  
 RFQ 30 TO 90 DAYS

**IN ACCORDANCE WITH GEORGIA STATUTE Vendor/Prime/Contract Assistance:**

Vendors, primes, and/or contractors that have assisted in the development of the specifications, scope of services, evaluation criteria, bid sheet, price proposal, estimates related to this purchase and/or project, they are **NOT ELIGIBLE to participate in this solicitation process and the Procurement Department MUST be notified.** Requestor/Project Manager signature is required, acknowledging this section.

**PLEASE READ THE BELOW STATEMENTS BEFORE SIGNING THIS DOCUMENT**

I have reviewed the specifications, performed necessary due diligence, and to the best of my knowledge, the specifications provided does not contain restrictive language that will impede open and free competition.

PROJECT MANAGER:

DEPARTMENT:

PROJECT MANAGER SIGNATURE: 

DATE:

PHONE NUMBER:

E-MAIL ADDRESS:

SOLICITATION/PROJECT TITLE:

DEPARTMENT DIRECTOR:

DIRECTOR SIGNATURE: 

Comments:

**BUDGET/ENCUMBRANCE INFORMATION:**

Department Code: \_\_\_\_\_ Estimated Project Budget/Cost: \$ \_\_\_\_\_

Project Number/ GL Account Number & Description: \_\_\_\_\_

**FUNDING AUTHORIZATION:**

Director/Assistant Director of Finance/Designee

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

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

**TYPE OF CONTRACT (SELECT ONE):**

ONE-TIME PURCHASE/SERVICE  TERM CONTRACT (Continuing Contract)  SOW

**PROCUREMENT TYPE (SELECT ONE)**

COMMODITY  COMMODITY/SERVICE (ex. SUPPLY & INSTALL)  GENERAL SERVICES  
 PROFESSIONAL SERVICES  CONSTRUCTION PROJECT (ex. SUPPLY, INSTALL, WITH LICENSING)

Indicate percentage of work the awarded vendor (prime) is responsible for completing: \_\_\_\_\_ % (N/A for commodity purchases)

**COMMODITY CODES:**

**SOLICITATION TYPE (SELECT ONE):**

COMPETITIVE  
 SOLE SOURCE / SINGLE SOURCE: Is this "*Standardized*" as sole source?  Yes  No  
 • If "YES" Sole Source / Single Source Form Required and must be submitted with request.  
 SOLE BRAND: Is this "*Standardized*" as a sole brand?  Yes  No  
 • If "YES" Sole Source / Single Source Form Required and must be submitted with request.

Does this replace and exiting contract?  Yes  No Expiration Date: \_\_\_\_\_  
 • If yes, please provide a copy of the Contract and Resolution No.

Pre-Bid/Proposal/Submittal Meeting:  Yes  No Mandatory:  Yes  No Site Visit:  Yes  No

Number of Anticipated Contract Award: \_\_\_\_\_

**DESIRED CONTRACT TERM/LENGTH/RENEWAL OPTIONS:**

Desired Contract Term/Length of Services: \_\_\_\_\_ (Month, Initial Term) Desired Execution Date: \_\_\_\_\_

Renewal Options:  Yes  No Number of Renewals: \_\_\_\_\_

**START DATE: (Check one of the following)**

Services to begin as soon as contract is fully executed by the Department:  
 Services to begin upon issuance of Work Order, Notice to Proceed and receipt of Purchase Order:

**Note:** All "Orders", Notice to Proceeds and supporting documentation must be attached to the requisition submitted in Tyler.



Liquidated Damages Required (substantial, final):  Yes  No

If amounts exceed current requirements, justification memo required for requested amounts.

Single Project Amount:

Annual Amount:

"Current Wage Rate Tables" Applicable to this project if greater than \$100K:  Yes  No

Prevailing Wage provided for this project:  Yes  No

Davis Bacon (required for federal/state funding projects):  Yes  No

**PROJECT COMPLETION REQUIREMENTS (TIME SENSITIVE PROJECTS):**  
**SERVICE AND CONSTRUCTION PROJECTS ONLY, AS APPLICABLE**

**SINGLE PROJECT:**

The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within \_\_\_\_ calendar days (\_\_\_\_) working days) of the date of the Notice to Proceed.

The Work shall be Substantially Completed within \_\_\_\_ calendar days (\_\_\_\_) working days) after the date when the Contract Time commences to run as provided in the Notice to Proceed.

The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within \_\_\_\_ calendar days (\_\_\_\_) working days) after the date when the Contract Time commences to run as provided in the Notice to Proceed.

**ANNUAL PROJECT: Task Work Order (TWO)/Work Authorization (WA)/Work Order(WO): "ORDER"**

The Contractor recognizes that TIME IS OF THE ESSENCE. The Work on each "Order" shall commence immediately upon the Contractor's receipt of an executed "Order".

The Contractor shall mobilize to the project site and begin construction activities within \_\_\_\_ calendar days of receipt of the executed order or by the specific date noted within the "Order" (whichever applies).

The "Order" shall be substantially completed within the timeframe agreed upon and noted in each executed "Order".

The Work on each "Order" shall be finally completed on or before the Final Completion Date and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed "Order".

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than \_\_\_\_ days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. No new "Order" will be assigned after the contract's expiration nor will any new work be performed after that date.

**ADDITIONAL SOLICITATION REQUIREMENTS: (If applicable)**

**NOTE:** Additional requirements that need to be included in the solicitation.

- |   |  |
|---|--|
| <input type="checkbox"/> Discount from List Pricing/ Catalog Pricing  | <input type="checkbox"/> Price Escalation Clause   |
| <input type="checkbox"/> Bonding Requirements <ul style="list-style-type: none"> <li>• Reduced Bonding limits or required on non-construction projects</li> </ul>                 | <input type="checkbox"/> Multi-Vendor Award        |
| <input type="checkbox"/> Pass Thru Amount <ul style="list-style-type: none"> <li>• Allowance Parts on a pass-thru, permit allowance, etc.</li> </ul>                              | <input type="checkbox"/> Trade in Disposal         |
| <input type="checkbox"/> Multi-Year Initial Contract Term <ul style="list-style-type: none"> <li>• Quotes and Bids: Greater than Three years / Greater than Five Years</li> </ul> | <input type="checkbox"/> Piggyback/Co-Op Agreement |

**REQUIRED SUPPORTING DOCUMENTATION**

Check all applicable items listed below.

**NOTE:** Please label each document accordingly (Scope of Services, Evaluation Criteria, etc.)

- Specifications/Scope of Services/Scope of Work/ Minimum Technical Specifications (in Word Format)
- Itemized Bid Sheet/Price Sheet/Proposal Cost Sheet (as applicable)
- Purchase/Project Cost Estimate (Itemized as applicable)
- Evaluation Criteria (RFP/RFQ/RLI's/RTQ/SOW)
- Plans/Drawings/Technical Specifications (Construction, etc.) Number of Sheets:
- Certificate of Insurance Requirements in accordance with the State of Georgia Department of Administration
- License Requirement Memorandum: Construction and/or General Services (if applicable)
- Preliminary Vendor Quote (if available)
- Signed Justification Memorandum(s) and Additional Forms as applicable (EX. pass thru allowance)

**FEDERAL (GRANT) FUNDED ONLY**

Required Supplemental Checklist Forms

- Copy of executed Grant and supporting documentation
- Contract Term
- Independent Cost Estimate
- Lease vs Purchase
- Independent Cost Estimate / Cost/Price Analysis





APPENDIX D: SAMPLE SOLE/SINGLE SOURCE REQUEST AND JUSTIFICATION FORM



City of Stonecrest, GA
Procurement Department
3120 Stonecrest Blvd.
Stonecrest, Ga 30338
Web: www.stonecrestga.gov
Office: (770) 224-0200
Email: Procurement@stonecrestga.gov

SOLE BRAND/ SOLE SOURCE/ SINGLE SOURCE
NON-COMPETITIVE PROCUREMENT
JUSTIFICATION FORM

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

TO: TANISHA BOYNTON, PROCUREMENT MANAGER, PROCUREMENT DEPARTMENT

REQUESTED BY: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

(Name, Title)
PHONE NO.: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

DEPARTMENT DIRECTOR: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SPECIFIED SUPPLIER (COMPANY NAME): \_\_\_\_\_ VENDOR ID. NO.: \_\_\_\_\_

SUPPLIER CONTACT PERSON: \_\_\_\_\_ VENDOR ID NO.: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

TOTAL COST: \$ \_\_\_\_\_

Please check the appropriate section and provide detailed justification:

Sole Source: The specified supplier is the ONLY provider of goods/services. A quote/proposal/estimate and certified letter from the supplier is required and MUST be attached. The quote/proposal/estimate must address the prices/terms set forth and be deemed reasonable for the values presented. The certified supplier letter must address trademark agreements, warranties, and proprietary ownership (patented or copyrighted products or services).

Justification for Sole Source: Provide a detailed description of goods/services to be provided. Describe what is unique about the product, particular style, model, type, manufacturer, service or source and how it meets City needs. Include what steps taken to confirm unavailability of competition as appropriate. If the space provided below is not sufficient, please attach a justification memorandum.

Single Source: The specified supplier and its authorized dealers/providers are the ONLY ones authorized to provide the requested good/services. The supplier/authorized dealer(s)/providers were selected to complement /support the following business decision (i.e. standardization, compatibility reasons). A quote/proposal/estimate and certified letter from the supplier is required and MUST be attached. The certified letter must include a list of authorized dealers/providers, address any active warranties, proprietary ownership (patented or copyrighted products or service). The quote/proposal/estimate must address the prices/terms set forth and be deemed reasonable for the value presented. If the space provided below is not sufficient, please attach a justification memorandum.

Please check the appropriate box and provide additional explanation.

Standardized System Parts provided by "OEM" Other (Please explain)

Purchasing Coordinator/Purchasing Specialist: \_\_\_\_\_ Date: \_\_\_\_\_

The Procurement Department has reviewed the request and has completed its due diligence per the Purchasing Policy and in accordance with State Purchasing Act (Official Code of Georgia Annotated in (O.C.G.A.) Section 50-5-50 et seq.). The Purchasing Agent has conducted a good faith review of the request. A record of sole source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the item(s) procured under each contract, and the identification numbers of each contract file.

If Approved: A contract/agreement may be awarded, or a Purchase Order may be issued without competition when the governing approvers have approved the request.

**Note: Requests exceeding the City Managers award authority, will require City Council approval.**

Procurement Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Request:  APPROVED  DENIED

**Non-Competitive Sourcing Method to obtain the goods and/or services:**  Sole Brand  Sole Source  Single Source  
 Negotiations Appropriate (Price, Delivery, and Terms)

Additional Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



APPENDIX E: SAMPLE EMERGENCY PROCUREMENT REQUEST AND JUSTIFICATION FORM



City of Stonecrest, GA
Procurement Department
3120 Stonecrest Blvd.
Stonecrest, Ga 30338
Web: www.stonecrestga.gov
Office: (770) 224-0200
Email: Procurement@stonecrestga.gov

EMERGENCY PROCUREMENT
NON-COMPETITIVE PROCUREMENT
JUSTIFICATION FORM

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

TO: TANISHA BOYNTON, PROCUREMENT MANAGER, PROCUREMENT DEPARTMENT

REQUESTED BY: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

DEPARTMENT DIRECTOR: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SPECIFIED SUPPLIER (COMPANY NAME): \_\_\_\_\_ VENDOR ID. NO.: \_\_\_\_\_

SUPPLIER CONTACT PERSON: \_\_\_\_\_ VENDOR ID NO.: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

TOTAL COST: \$ \_\_\_\_\_

TYPE OF EMERGENCY THREAT:

- Public Health
Public Welfare
Safety
'Designated Disaster Emergency'

Explanation of Emergency: If the space provided below is not sufficient, please attach a justification memorandum.

Statement of Work: If the space provided below is not sufficient, please attach a justification memorandum.



Purchasing Coordinator/Purchasing Specialist: \_\_\_\_\_ Date: \_\_\_\_\_

The Procurement Department has reviewed the request and has completed its due diligence per the Purchasing Policy and in accordance with State Purchasing Act (Official Code of Georgia Annotated in (O.C.G.A.) Section 50-5-50 et seq.). The Purchasing Agent has conducted a good faith review of the request.

Notwithstanding any other provisions of this chapter, the city manager or designee may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. 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 contract, a listing of the item(s) procured under the contract, and the identification numbers of the contract file.

Further, during the aftermath of a locally designated disaster emergency as declared under Chapter 11, Article I. Section 11-3, of the city's Charter or in carrying out emergency management powers as defined in O.C.G.A. Section 50-5-71, as may be amended from time to time, these procurement procedures shall authorize the City Manager and the Purchasing Agent, to contract and make payment for repairs to damaged city facilities for a thirty-day period following the disaster emergency. The City Manager will report to the City Council on expenditures following the disaster. Further, the City Manager and the Purchasing Agent may utilize the resources of the City's insurance underwriter as part of the City's due diligence process in identifying vendors to complete repairs in the most timely and cost effective manner. These emergency procurement procedures will be in effect until repairs on city-owned facilities are completed.

If Approved: A contract/agreement may be awarded, or a Purchase Order may be issued without competition when the governing approvers have approved the request.

**Note: Requests exceeding the City Managers may award authority, will require City Council approval.**

Procurement Manager: \_\_\_\_\_ Date: \_\_\_\_\_

**Request:  APPROVED  DENIED**

Additional Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



APPENDIX F: SAMPLE CITY EMPLOYEE/ OFFICIAL CONFLICT OF INTEREST  
DECLARATION FORM

---

**CONFLICT OF INTEREST DECLARATION**  
**City Employee/Official**

Name (of person making the Declaration):

Position / title:

Organization:

Procurement Project:

**Confidentiality**

I understand that the procurement project’s information, discussions, meetings, correspondence and material are confidential, and I agree to keep this information safe and not supply this information to, or discuss this information with, anyone outside the Evaluation Committee.

**No contact with bidders/proposers**

I agree that I will have no contact with any bidder/proposer during the procurement. I will not:

- a. pass information or make comments to them about the procurement
- b. receive any gift, gratuity, hospitality or any inducement from them
- c. be in contact with, or meet them, or have any discussion about the procurement with them. I will immediately pass any requests for information or meetings that I receive from any bidder/proposer to the Evaluation Committee Chair.

**Declaration**

I understand my role as a City Employee or Official, and I make this declaration in good faith. *Select one of the following two options:*

**NO CONFLICT OF INTEREST**

I have no actual, potential or perceived conflict of interest in relation to this procurement process and my role as an employee and I undertake to carry out my duties with the highest degree of objectivity and integrity.

**CONFLICT OF INTEREST**

I have a conflict of interest.

1. Select the type of conflict of interest:

**Actual:** This is an existing conflict of interest, for example: you have a close relative who is a director of one of the firms that has submitted a bid/proposal.

**Potential:** This is a conflict of interest that is about to happen or could happen, for example: you or a close relative is in the process of being hired by, or acquiring part or full ownership of a firm that has submitted a bid/proposal.

**Perceived:** This is a conflict of interest which might be reasonably perceived by others as compromising a person's objectivity, for example: you have a close personal friendship with a director of one of the firms that has submitted a bid/proposal.

2. Describe the circumstances giving rise to the conflict of interest:

Signature:

Date:



APPENDIX D: SAMPLE EVALUATOR CONFLICT OF INTEREST DECLARATION FORM

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**CONFLICT OF INTEREST DECLARATION**  
**Evaluation Committee**

Name (of person making the Declaration):

Position / title:

Organization:

Procurement Project:

**Confidentiality**

I understand that the procurement project's information, discussions, meetings, correspondence and material are confidential, and I agree to keep this information safe and not supply this information to, or discuss this information with, anyone outside the Evaluation Committee.

**No contact with bidders/proposers**

I agree that I will have no contact with any bidder/proposer during the procurement. I will not:

- a. pass information or make comments to them about the procurement
- b. receive any gift, gratuity, hospitality or any inducement from them
- c. be in contact with, or meet them, or have any discussion about the procurement with them. I will immediately pass any requests for information or meetings that I receive from any bidder/proposer to the Evaluation Committee Chair.

**Declaration**

I understand my role as a member of this procurement Evaluation Committee, and I make this declaration in good faith. *Select one of the following two options:*

**NO CONFLICT OF INTEREST**

I have no actual, potential or perceived conflict of interest in relation to this procurement process and my role as a member of the Evaluation Committee and I undertake to carry out my duties with the highest degree of objectivity and integrity.

**CONFLICT OF INTEREST**

I have a conflict of interest.

1. Select the type of conflict of interest:

**Actual:** This is an existing conflict of interest, for example: you have a close relative who is a director of one of the firms that has submitted a bid/proposal.

**Potential:** This is a conflict of interest that is about to happen or could happen, for example: you or a close relative is in the process of being hired by, or acquiring part or full ownership of a firm that has submitted a bid/proposal.

**Perceived:** This is a conflict of interest which might be reasonably perceived by others as compromising a person's objectivity, for example: you have a close personal friendship with a director of one of the firms that has submitted a bid/proposal.

2. Describe the circumstances giving rise to the conflict of interest:

Signature:

Date:

## APPENDIX G: SAMPLE DBE OBJECTIVES AND GOALS

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Disadvantaged Business Enterprise (DBE) Program Objectives, established and amended by the State, local and Federal governing bodies providing the funding for City Projects.

**Note:** DBE status must be current and will be verified by the Procurement Department. Verification will be processed through the registering agency (State, County, Local) and will be a part of the internal review process. Vendors whose status has expired will not be considered and responses will be deemed non-responsive and non-responsible to the solicitation and its requirements.

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by recipients.
7. To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

### Establishing Contract Goals

The following factors to consider in setting contract goals include:

- a. Location
- b. Type of Work
- c. Availability of DBEs

### Establishing Overall Goals

The overall goal must be based on demonstrable evidence of the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the DOT- assisted contracts (hereafter, the "relative availability of DBEs"). The goal must reflect determination of the level of DBE participation you would expect absent the effects of discrimination.

1. Determine a base figure for the relative availability of DBEs.
2. Once a base figure has been calculate, examine all of the evidence available in the jurisdiction to determine what adjustment, if any, is needed to the base figure to arrive at the overall goal. If the evidence does not suggest an adjustment is necessary, then no

adjustment shall be made.

3. For FHWA recipients, the overall goal should be expressed as a percentage of all Federal-aid highway funds you will expend in FHWA-assisted contracts in the forthcoming three fiscal years.

APPENDIX H:EXAMPLE OF DBE GOALS

Example of a DBE Goal:

For Federal Fiscal Years (FFY) 2018-2020, the Company established a DBE program goal of 25%; 21% race conscious; and 4% race neutral. The Company intends to award at least 25% of its total DOT-assisted contracts with qualified DBE firms through race conscious and race neutral means.

Proposed FFY 2021-2023, the Company in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26, hereby announces its Federal Fiscal Year 2021-2023 goal of 23% for Disadvantaged Business Enterprise (DBE) participation on contracts assisted by the Federal Highway Administration (FHWA). The Company DBE goal is based on demonstrable evidence of the availability of ready, willing and able DBEs relative to all businesses that are ready, willing and able to participate on FTA- assisted contracts. The DBE goal reflects the level of DBE participation that would be expected on transit contracts absent of the effects of discrimination.

Another example of a DBE Goal: A \$2 million contract to widen a one-mile stretch of city street. The LPA procurement team identifies several subcontracting possibilities including striping, trucking, and traffic control—totaling \$220,000, or 11 percent of the contract value. The team searches the State DOT’s database of certified firms and identifies several DBE firms that are certified to perform these work items. The LPA also considers the location of the project and the availability of DBE firms to do the work which may increase or decrease the 11 percent. Based upon this analysis, the LPA believes that a contract goal of 9.5 percent is appropriate.

Establishment of Contract Goals						
Subcontracting		Allocated Costs		Percentage		
Striping		\$20,000		1%		
Trucking		\$80,000		4%		
Traffic Control		\$20,000		1%		
Other Work Types		\$100,000		5%		
<b>Total</b>		<b>\$220,000</b>		<b>11%</b>		
Adjustment				-1.5%		



## APPENDIX I: SAMPLE DBE GOOD FAITH EFFORT FORM

### DBE GOOD FAITH EFFORTS

In accordance with the requirements for federally funded projects, Requirements the Federal Regulation 41CFR 60-4 refers to contracting with minority firms, women's business enterprise, and labor surplus area firms. The goal for minority participation for each trade is \_\_\_\_%. The goal for female participation in each trade is \_\_\_\_%. If the goal is not met the contractor shall list the affirmative steps taken to utilize minority firms, women's business enterprises, and labor surplus area firms. Please answer the questions below and attach all documentation:

1. Were qualified small and minority businesses and women's business enterprises included on solicitation lists?
2. List actions taken to solicit small and minority businesses, and women's businesses:
3. Was dividing the work and/or supplies into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises considered?
4. Were the services and assistance of the Minority Business Development Agency of Department of Commerce utilized?

Bidder/ Contractor/Proposer Company Name: \_\_\_\_\_

Authorized Company Person's Signature: \_\_\_\_\_

Authorized Company Person's Title: \_\_\_\_\_

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