

ORDINANCE NO. 2016-12

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER III OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ENTITLED "PURCHASING" BY AMENDING SECTIONS 3-1.3 "PURPOSE," 3-1.4 "DEFINITIONS," 3-2.2 "SCOPE OF PURCHASING AUTHORITY," 3-2.3 "PURCHASE ORDERS," 3-3.4 "NOTICE INVITING BIDS," 3-3.5 "BID DEPOSITS," 3-3.6 "SEALED BIDS," 3-3.12 "BID SECURITY AND BONDS," 3-3.13 "COMPETITIVE SEALED PROPOSALS," 3-3.14 "AWARD OF BIDS AND PROPOSALS," 3-3.15 "AWARD OF TIE BIDS; LOCAL PREFERENCE," 3-3.16 "AWARD TO OTHER THAN LOW BIDDER," 3-3.17 "PUBLIC RECORD," 3-3.18 "TERMINATION OF CONTRACTS BY CITY MANAGER," 3-4.1 "UNAUTHORIZED PURCHASES," 3-4.2 "EMERGENCY PURCHASES," 3-4.3 "USE OF OTHER GOVERNMENTAL ENTITIES' CONTRACTS," 3-4.5 "EXEMPTIONS FROM BIDDING," 3-4.6 "SURPLUS, OBSOLETE, OR BROKEN STOCK OR EQUIPMENT," 3-4.7 "DISQUALIFICATION OF BIDDERS," 3-4.9 "WAIVERS OF BID," 3-4.10 "CENTRAL STORES," AND 3-4.12 "PENALTY PROVISIONS,"; AND ADDING SECTION 3-3.19 "CONTRACT EXTENSIONS FOR OPERATIONAL NECESSITY," PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the North Miami Beach Purchasing Ordinance has not been substantively reviewed and amended in more than ten (10) years; and

WHEREAS, upon review of the existing Purchasing Ordinance, benchmarking with other agencies in the Tri-County area and review of the National Institute of Government Purchasing best practices, several areas were identified as appropriate for changes to be in-line with procurement industry standards and procurement best practices; and

WHEREAS, the amendments to the Purchasing Ordinance clarify the Purchasing Agent's authority, provide for cooperative purchases, increase the spending threshold requiring purchase orders to \$1,000.00 from \$100.00, add electronic noticing as a notice option, increase the bid security and bond amounts for projects that exceed \$100,000.00 from the previous amount of \$25,000.00, clarify the spending authority of the City Manager to be limited to \$50,000.00 for bids, proposals, and contracts, add a provision for limited contract extensions for operational necessity with reporting to the City Council, clarify the emergency purchase procedure, subject piggyback contracts to the City Manager's spending limitation, clarify bidding exemptions and provide waiver criteria for City Council with a 5/7ths approval, and provide for additional non-substantive and stylistic changes; and

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WHEREAS, the proposed amendments are consistent with the City's Strategic Plan Guiding Principles to provide excellent municipal services by using "best practices" in City policies and procedures; and

WHEREAS, the Mayor and City Council find it to be in the best interests of the health, safety, and welfare of its residents to amend the Purchasing Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of North Miami Beach, Florida:

Section 1. The foregoing recitals are true and correct.

Section 2. That Chapter III of the Code of the City of Ordinances of the City of North Miami Beach, Florida, titled "Purchasing" is hereby amended as follows:

CHAPTER III – PURCHASING

3-1 - GENERAL PROVISIONS.

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3-1.3 Purpose.

The purpose of this chapter is to prescribe the manner in which the City shall control the purchase of materials, supplies, equipment, construction, professional, and certain contractual services of the City, and to maintain a high ethical standard of all officers and employees of the City in connection therewith.

In conjunction with and authorized by this chapter, a Policies and Procedures Manual shall be adopted, as provided for in Section 3-4.11.

3-1.4 Definitions.

For the purposes of this chapter, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the content, words used in the present tense include future, words in plural number include singular number, and words in singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Bond shall mean a three party contract in which the issuer of the bond guarantees the faithful performance of a contract and the payment of all material and labor bills incidental thereto.

City shall mean the City of North Miami Beach, Florida.

City Council shall mean the City Council of the City of North Miami Beach, Florida.

City Manager shall mean the City Manager or designee of the City of North Miami Beach, Florida.

Competitive quotations or comparative prices shall mean and include the submission of prices by individuals or firms competing for the privilege or right to supply merchandise or services involving dollar amounts less than that for which competitive sealed bidding, or

competitive sealed proposals is required.

Competitive sealed bid, formal bid, or request for proposals shall mean and include the process of advertising in a local newspaper, preparing specifications, mailing invitations to bid, or requests for proposals or qualifications, and publicly opening the sealed bids or proposals at a certain time and date, evaluating the bids or proposals, and awarding the bid to the lowest responsive, responsible bidder meeting specifications, or the proposal to whoever best meets the specifications and the needs of the City.

Construction shall mean the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

Contractual Services shall mean and include all telephone, gas, water, electric light and concessions, rental, repair or maintenance of equipment, machinery and other City-owned property, and other like services. The term contractual services shall differ from professional services, which are unique in their nature and handled differently.

Design build shall mean a construction process whereby a partnership, corporation, or other legal entity certified under Florida Statutes as a registered general or building contractor to practice engineering, or architecture, enters into a single contract for the design and construction of a public construction project.

Guaranteed Energy Savings Contract shall mean a contract for the evaluation and recommendation of energy conservation measures, including the design and installation of equipment to implement one (1) or more of such measures. The contract may cover repair or replacement of existing equipment, professional fees, and financing charges to be paid from the energy savings.

Purchasing Agent or Agent shall mean the Purchasing Officer, as designated by the City Manager, of the City of North Miami Beach, Florida.

Person shall mean any business, individual, partnership, joint venture, other organization, or group of individuals.

Professional services and consultant shall mean and include those services performed by any architect, landscape architect, land surveyor, engineer, property appraiser, health care professional, accountant, consultant, scientist, artist, or any profession regulated by the State of Florida.

Request for quotation shall mean a request for an informal verbal or written price quotation from a supplier of materials or services.

Responsible bidder or proposer shall mean a person who, as determined by the City Manager or his designee, has the capability in all respects to perform fully the contract requirements, and who has the ~~tenacity~~, perseverance, experience, integrity, reliability, capacity, facilities, equipment, credit, and financial strength which will assure good-faith performance.

Responsive bidder or proposer shall mean a person who has submitted a bid which conforms in all material respects to the invitation to bid or request for proposals.

Sole source shall mean ~~the only known capable supplier, occasioned by the unique nature of the requirement, the material or service, the supplier, or market conditions~~ supplies and services, such as unique, patented, or franchised supplies or services only available from one source, as determined by the Purchasing Agent after conducting a good faith review of available sources.

Specifications shall mean any description of the physical or functional characteristics, or of the nature of materials, equipment, or services. It may include a description of any requirement for inspecting, testing, preparing, or delivering. It may include requirements of the provider of such materials, equipment, or services.

Supplies shall mean and include all supplies, materials, equipment and motor vehicles.

Using Agency shall mean any department, division, official board, commission, or sponsored group or individual of the City government using supplies or procuring contractual or professional services as provided for in this chapter.

3-2 - PURCHASING AGENT.

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3-2.2 Scope of Purchasing Authority.

The Purchasing Agent shall have the power and ~~it shall be his/her~~ duty:

- a. *Supplies, Services and Construction.* Consistent with this chapter, to ~~promulgate~~ enact regulations governing the procurement, management, control, and disposal of any and all supplies, services, and construction to be procured by the City, subject to the approval of the City Manager.
- b. *Purchase or Contract.* To perform the duties specified in connection with the purchase or contract for all supplies and contractual and professional services needed by any using agency which derives its support wholly or in part from the City, when authorized, in accordance with purchasing procedures as prescribed by this chapter and the Policies and Procedures Manual, and such rules and regulations as may be adopted for the internal management and operation of the Purchasing Division and such other rules and regulations as shall be prescribed by the City Manager.
- c. *Exceptions Prohibited.* The authority of the Purchasing Agent to negotiate or cause to be negotiated all purchases for all using agencies shall not be abridged, except as required by Charter.
- d. *Unauthorized Purchases.* Except as herein provided, purchases made without the written consent of the Purchasing Agent shall be considered illegal, and shall be referred to the City Manager for judgment as to penalty in accordance with general penalty provision set forth in the Policies and Procedures Manual. Except as herein provided, it shall be illegal for any City officer, employee, or other person to order the purchase of any materials, supplies, or services.
- e. *Disqualification of Bidders.* The Purchasing Agent shall have the authority with the consent of the City Manager to declare vendors who default their quotations as irresponsible bidders, and to disqualify them from receiving any business from the City for a stated period of time.

- f. *Requisitions and Estimates.* All using agencies, either by or with the authorization of the head of the department under which the using agency operates, shall file with the Purchasing Agent detailed requisitions or estimates of their requirements in supplies and services in such manner, at such time, and for such future period as the Purchasing Agent shall prescribe.
- g. *Intergovernmental Cooperation.* The City declares its intent to cooperate with the Federal Surplus Property Program, State, County and municipal cooperative purchasing programs. The City may purchase off any current contract of another government entity established by a formal competitive sealed bid or proposal process, and any other similar programs, including GSA contracts and State of Florida ~~SNAPS~~-Agreements, that will provide the City with low cost, quality equipment, materials, supplies, and services. The Purchasing Agent shall have the authority, in accordance with Section 3-3.14 to approve purchase orders for all purchases made through other government entities' competitive sealed bids which have been awarded to the lowest responsive, responsible bidder meeting specifications.
- h. *Policies and Procedures Manual.* The Purchasing Agent, with the assistance, cooperation, and input of the using departments and divisions and in accordance with Section 3-4.11, shall prepare for approval of the City Manager a Policies and Procedures Manual, which shall include purchasing rules and regulations, and administrative procedures to provide guidance and information. ~~The Purchasing Agent shall update this Manual on an as-needed basis.~~
- i. *Preparation of Booklet.* The Purchasing Agent shall prepare a booklet entitled "How to Do Business with the City of North Miami Beach," which shall contain information pertinent to the concerns of a prospective supplier, and a supplier who has received a contract or order from the City. The Purchasing Agent shall update this booklet on an as-needed basis.
- j. *Removal of Vendors.* The City, through the Purchasing Agent, may debar and/or remove from its vendor list and/or withhold award of bid from any source of supply of materials and/or services which fails to fulfill any of its duties specified in a contract with the City, or which withdraws a bid after opening. This also applies to vendors whose principal(s) or qualifier(s) were associated with vendors which failed to fulfill any of its contractual duties. The City may reinstate any such source of supply when it is satisfied that further instances of default will not occur. This removal may be for an indefinite period of time.
- k. *Rejection of Bid; Rebid.* The City may reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid. The City may rebid. The City may waive any minor informalities or irregularities in any bid, in its discretion.
- l. *Cooperative Purchasing.* The Purchasing Agent shall have the authority to join with other governmental entities in cooperative purchasing plans if it is determined to be in the best interests of the City.

3-2.3 Purchase Orders.

All purchases over one thousand (\$1,000.00) dollars made by the City shall be by a written, signed purchase order, unless procedures are adopted to purchase through other ~~recognized~~ authorized systems such as Written Contract, Procurement Card, Electronic Data Interchange, etc.

3-3 - FORMAL CONTRACT PROCEDURES.

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3-3.4 Notice Inviting Bids.

- a. Newspaper. Notice inviting bids shall be published once in at least one legal newspaper having general ~~distribution~~ circulation, and at least ten (10) working days preceding the last day set for the receipt of bids or proposals.
- b. Bidders List. The Purchasing Agent shall attempt to solicit sealed bids from all responsible prospective suppliers who have requested their names to be added to a "bidders list," which the Purchasing Agent shall maintain, by sending them a copy of such notice. In any case, invitations sent to the vendors on the bidders list shall be limited to commodities that are similar in character and originally handled by the trade group where the invitations are sent. Also, the Purchasing Agent shall solicit and seek responsible bidders from the local area in addition to existing bidders list. Should the list be inordinately long, the Purchasing Agent may mail notice according to a predetermined criteria, e.g. location of firm.
- c. Electronic Notice. Unless otherwise provided by State Law, the Purchasing Agent shall have the discretion to satisfy the notice requirement by providing notice for invitation to bid, request for proposals, request for letters of interest, and other solicitations by posting on the City's website and using industry specific website notifications systems, including but not limited to email distribution systems as an alternative to newspaper advertising. Electronic notices shall provide that receipt of bids, proposals, or other offers shall be received not earlier than ten (10) days from the first announcement or posting of such electronic notice.

3-3.5 Bid Deposits.

When deemed necessary by the Purchasing Agent, bid deposits shall be prescribed in the public notices inviting bids. Unsuccessful bidders shall be entitled to return of surety. A successful bidder shall forfeit any surety required by the Purchasing Agent upon failure ~~on his part~~ to execute a contract within ten (10) working days after mailing of the contract by the City.

3-3.6 Sealed Bids.

- a. Bids shall be submitted sealed to the Purchasing Agent and shall be identified as bids on the outside of the envelope.
- b. Bids shall be opened in public at the time and place stated in the public notices, and shall be witnessed and certified by the Purchasing Agent and City Clerk, or their designees.
- c. A tabulation of all bids received shall be made and shall be available for public inspection, as permitted under State Law.

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3-3.12 Bid Security and Bonds.

- a. *Bid Security.* Security may be required for any competitive sealed bid or proposal when deemed necessary by the Agent, and shall be required for all competitive sealed construction bids when the estimated cost of construction will exceed twenty-five~~one~~hundred thousand (\$~~25~~100,000.00) dollars. Bid security shall be a bond provided by a surety company authorized to do business in Florida, ~~cash~~, cashier's or official bank check.

Bid security shall be in the amount equal to at least five (5%) percent of the estimated cost of construction, or five (5%) percent of the bid.

Unsuccessful bidders shall be entitled to return of their bid security. A successful bidder shall be entitled to return of his/her bid security upon execution of a contract within ten (10) working days of mailing the contract and/or delivery of a performance and payment bond, if required. Successful bidders shall forfeit their bid security upon failure to execute a contract and/or provide a performance and payment bond, if required.

- b. *Performance and Payment Bonds.* Bonds may be required for any competitive sealed bid or proposal when deemed necessary by the Agent. Performance and payment bonds in an amount equal to one hundred (100%) percent of the price specified in the contract shall be required for all competitive sealed construction bids when the estimated cost of construction will exceed twenty-five~~one~~hundred thousand (\$~~25~~100,000.00) dollars. Bonds shall be provided by a surety company authorized to do business in Florida and listed in the Federal Register as published by the U.S. Department of the Treasury. Cash, checks, or letters or credit are not acceptable.

3-3.13 Competitive Sealed Proposals.

- a. When the Purchasing Agent determines that the use of competitive sealed bidding is either not practical or not advantageous to the City, due to existing market conditions or the type of service/supply required, a contract may be entered into through receipt of competitive sealed proposals. Competitive proposals may also be used for the procurement of professional services.
- b. Competitive sealed proposals shall be notified, solicited, and opened in the same manner as competitive sealed bids.
- c. Discussions may be conducted with responsible proposers who submit proposals determined to be reasonably acceptable for the purpose of clarifications and to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers, except as may be required by the Florida Public Records Law, Chapter 1~~1~~999, Florida Statutes.
- d. If awarded, award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the

evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The bid file shall contain the basis on which the award was made.

3-3.14 Award of Bids, and Proposals and Contracts.

All contracts, when the sum is below twenty-five thousand (\$25,000.00) dollars, shall be awarded by the Purchasing Agent, with a recommendation from the Department Head, for the lowest responsive and responsible bidder meeting specifications. All contracts, when the sum is greater than twenty-five thousand \$25,000 dollars and below fifty thousand (\$50,000.00) dollars or less, shall be awarded by the City Manager with recommendation by from the using Department Head and Purchasing Agent ~~to~~ for the lowest responsive and responsible bidder meeting specifications. All contracts, when the sum is in excess of fifty thousand (\$50,000.00) dollars, shall be awarded by the City Council to the lowest responsive and responsible bidder meeting specifications.

In addition to price, all bid, proposal and contract awards shall take the following into consideration:

- a. The character, integrity, reputation, judgment, experience, previous performance, and efficiency of the bidder.
- b. The ability, equipment, capacity, financial strength, personnel resources, and skill of the bidder to perform the contract.
- c. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- d. The ability of the bidder to provide further maintenance and service for the use of the subject of the contract.
- e. The quality of performance of previous contracts and whether the bidder can perform the contract within the time specified, without delay or interference.

3-3.15 Award of Tie Bids; Local Preference.

~~At the discretion of the City Manager or designee,~~ in the case of tie bids, or in cases where all other things being equal, the difference in the bid amount, in context of the overall bid, is de minimus ~~at the discretion of the City Manager or his designee,~~ an award may be made with due consideration to the State of Florida's policy on a drug free workplace; military veterans and, may be given to the bidder whose principal place of business is within the corporate boundaries of the City. For no other reason shall local vendors be given preference.

3-3.16 Award to Other Than Low Bidder.

When awarding to other than the low bidder, a full and complete statement of the reasons for awarding otherwise shall be submitted by the ~~using~~ Department Head making the recommendation, and approved by the Purchasing Agent and City Manager, and filed with the other papers relating to the bid.

3-3.17 Public Record.

The Purchasing Agent shall keep a record of all opened bids submitted in competition thereon, in compliance with the State of Florida Records Retention Schedule for Local Government Agencies, and such records shall be open to public inspection.

3-3.18 Termination of Contracts by City Manager.

All contracts, including those awarded by the City Council, shall be administered by and may be terminated by the City Manager or ~~his~~ designee when he/she determines, in his/her discretion, it is in the best interests of the City.

3-3.19 Contract Extensions for Operational Necessity.

Upon a finding, by the City Manager, of operational necessity, the City Manager is authorized to extend contracts, for a maximum of 180 days. Extensions for operational necessity that exceed the City Manager's spending authority, shall be reported to the City Council within thirty (30) days of such action. Any further extensions, shall require City Council approval.

3-4 - MISCELLANEOUS PROVISIONS.

3-4.1 Unauthorized Purchases.

Except as otherwise provided for herein, it shall be illegal for any City officer or employee to order the purchase of any materials, supplies, equipment and contractual services, or to make any contract within the purview of this Cchapter other than through the Purchasing Agent, and any purchase order or contract made contrary to the provisions hereof shall not be approved, and the City shall not be bound thereby.

- a. *Emergency.* This section shall not apply to any emergency purchase which is subsequently approved by the Purchasing Agent or City Manager upon written justification by the using agency.

3-4.2 Emergency Purchases.

Notwithstanding any other provision of this eChapter, the Purchasing Agent, or ~~his~~ designee, may make, or authorize others to make, emergency purchases when there exists a threat to public health, welfare, or safety, as determined under emergency purchase procedures ~~promulgated by the Purchasing Agent, and~~ set forth in the Policy and Procedures Manual, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A full written determination of the basis of the emergency, and reason for selection of the particular contractor, shall be included on the emergency purchase order and shall be filed as a permanent and public record of the purchase. Emergency Procurements that exceed the City Manager's spending authority, shall be reported to the City Council within thirty (30) days of such action.

3-4.3 Use of Other Governmental Entities' Contracts.

Subject to the spending limitations in Section 3-3.14 and upon a determination that it is in the best interest of the City, the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions,

the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference. The Purchasing Agent may approve purchases from current contracts of other governmental agencies, which contracts have resulted from a formal competitive bid process, and awarded to the low responsive, responsible bidder meeting specifications and from current GSA Contracts and State of Florida SNAPs Agreements. Such purchases do not need the approval of the City Manager or Council.

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3-4.5 Exemptions from Bidding.

Purchase of the following materials and services shall be exempt from the ~~formal~~-bidding process and subject to the spending limitations provided in Section 3-3.14, unless otherwise provided by State law:

- a. *Sole source purchases.* Sole-source supplies and services, such as unique, patented, or franchised supplies or services, are exempt if the Purchasing Agent determines, after conducting a good faith review of available sources, that the particular supply or service is available from only one source.
- b. *Legal services.* Legal services coordinated by the office of the City Attorney, including, but not limited to: attorney services, paralegals, expert witnesses, jury consultants, legal support services, legal research, court reporters and stenographers.
- c. Emergency purchases.
- d. *Advertising.* Advertising in selected newspapers, ~~or~~ periodicals, radio stations, television networks, or websites.
- e. *Books and periodicals.*
- f. *Formal bidding waiver.* Purchases for which formal bidding has been waived, as determined by the City Council to be in the best interest of the City. Purchases of, and contracts for, supplies or services shall be exempt from competitive bidding/competitive proposals with a five-sevenths (5/7ths) affirmative vote of the City Council declaring the waiver of competitive bidding/competitive proposals to be in the best interests of the City. In the event that competitive bidding and competitive proposals are waived under this paragraph, the open market procedure set forth in Section 3-4.4 shall be utilized. For those contracts which the City Manager is otherwise authorized to award, he/she may waive competitive bidding and competitive proposals.
- g. *Real Property.* Purchase or rental of real property when location is a consideration.
- h. *Contractual services such as utilities.*
- i. *Recreational excursions and cultural events.*

- j. Services set forth in Section 287.057(3)(f), Florida Statutes.
- k. Insurance. Purchases of insurance through the city's agent of record are exempt from the competitive bid and competitive proposal requirements.
- l. Software. Software licensing and maintenance with the company from which the software was purchased, as set forth in § 3-4.4 or § 3-3.14, or its authorized representative.
- m. Service and Warranty. Servicing or warranty work of equipment by the authorized dealer or manufacturer's representative, when required to maintain a warranty in full force and effect, or when considered to be in the best interest of the city and recommended by the using department, and the services to be performed are by the equipment manufacturer, manufacturer's service representative, or a distributor of the manufacturer's equipment.
- n. Shipping, freight and postage charges.
- o. Artistic, academic and entertainment performances. Artistic, academic and entertainment performances, including entertainment, lectures, seminars, speeches, cultural and artistic presentations; excluding production companies.
- p. Groceries.

3-4.6 Surplus, Obsolete, or Broken Stock or Equipment.

The Purchasing Agent shall have the authority to transfer surplus, obsolete, or broken stock or equipment to other using agencies of the City, or to exchange the same for, or trade in the same on new supplies. The Purchasing Agent shall have the authority to sell, scrap, trade, or donate such supplies or equipment.

3-4.7 Disqualification of Bidders.

The Purchasing Agent may declare that any vendor who defaults his/her bid, proposal or agreement is an irresponsible bidder, and disqualify him/her from receiving any business from the City for a stated period of time, subject to the approval of the City Manager.

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3-4.9 Waivers of Bid.

As provided in Chapter 3 herein, The City Manager may waive the formal bidding procedure up to fifty thousand (\$50,000.00) dollars and the City Council may waive the formal bidding procedure over fifty thousand (\$50,000.00) dollars in an emergency, and in accordance with the rules and procedures set forth in the Purchasing Policies and Procedures Manual.

3-4.10 Central Stores.

The City Manager, ~~at~~ in his/her discretion, may establish a central stores warehouse to store and distribute materials and supplies to and for all departments. If a central stores warehouse is established, a Policies and Procedures Manual shall be developed for its operation and use.

3-4.11 Policies and Procedures Manual.

The Purchasing Agent, along with a committee, shall develop a Policies and Procedure Manual, which shall be adopted by the City Manager. Any changes to the Manual shall be by

the Purchasing Agent with the approval of the City Manager. The Manual shall be updated on an as-needed basis.

The policies and/or procedures which shall be covered in the Manual shall include, but not be limited to:

- a. Qualification or pre-qualification of bidders.
- b. Bid protests.
- c. Bid waivers.
- d. Ethics.
- e. Purchase order process.
- f. Amendment of Manual.

3-4.12 Penalty Provision.

It shall be illegal for any City officer or employee to order the purchase of any materials, supplies, equipment or services, or make any contract within the purview of this ~~chapter~~ Chapter other than through the Purchasing Agent, except as hereinbefore otherwise allowed and permitted. The City shall not be liable to any vendor for purchases not made in accordance with this chapter and the policies and procedures manual. Violations of the above ~~shall~~ may be subject to the following penalties:

- a. Imprisonment for thirty (30) days including five hundred (\$500.00) dollar fine.
- b. Suspension and/or termination.
- c. Written reprimand which shall be placed in employee's personnel file.
- d. Deduction of the amount of the purchase from employee's salary.

Section 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall be held invalid by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. All other City ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are hereby superseded and repealed.

Section 5. It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or re-lettered to accomplish this intention and the word "Ordinance" may be changed to "Section," "Article," or other word as the codifier may deem appropriate.

Section 6. This Ordinance shall be effective ten days after adoption on second reading.

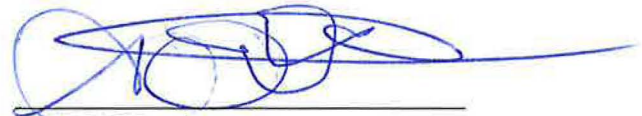
[SIGNATURE PAGE TO FOLLOW]

APPROVED on first reading this **1st day of November, 2016.**

APPROVED AND ADOPTED on second reading this **15th day of November, 2016.**

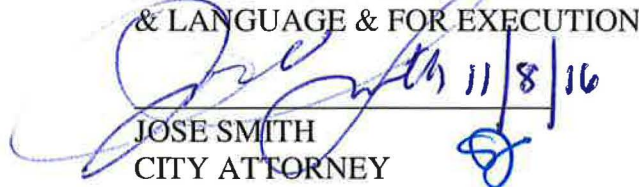
ATTEST:


PAMELA L. LATIMORE
CITY CLERK


GEORGE VALLEJO
MAYOR

(CITY SEAL)

APPROVED AS TO FORM &
& LANGUAGE & FOR EXECUTION


JOSE SMITH
CITY ATTORNEY

Sponsored by: Mayor and City Council.

Note: Proposed additions to existing City Code text are indicated by underline and deletions are indicated by ~~strikethrough~~.