



VENDOR GUIDE

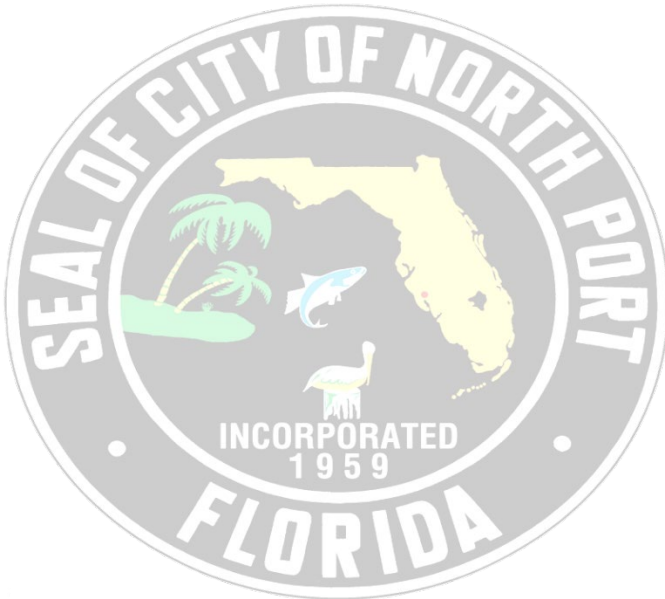




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This guide has been developed to provide helpful information and to explain the processes that are involved in doing business with the City of North Port. Potential vendors are encouraged to participate in competitive opportunities to sell commodities and/or services to the City of North Port. For existing vendors, this guide may serve as a quick reference tool.

What is “procurement?”

Procurement is the acquisition of products and services necessary to keep the City of North Port operating. The City of North Port’s procurement process is designed to achieve the best value using technology, competition and best practices when spending public money in a way which that is fair and transparent.

The City of North Port must adhere to applicable procurement – laws, regulations, and rules required by the City of North Port Procurement Code, the State of Florida, and the Federal government when procuring goods and services.

Our Mission is to expertly facilitate the process of acquiring goods and services in response to internal needs

Purchases made by the City of North Port include, but are not limited to:

- Construction Services
- Professional Services, including Engineering and Surveying
- Vehicles
- Informational technology products and services.
- Garments
- Fuel



- Maintenance and Repair services (HVAC, plumbing, electrical, carpentry, landscaping, etc.)

What is a Vendor? A Vendor is a supplier, contractor, consultant, etc. that sells goods or supplies and services.

Vendors do not need to register with the City until they are awarded a contract a purchase order. The following documents will need to be completed: Vendor Information Form, W9, Scrutinized Company Certification form, E-Verify and Conflict of Interest form.

The City does keep a vendor list for disaster preparedness for vendors to participate in. Please go to

<http://www.cityofnorthport.com/government/city-services/purchasing/vendor-list-for-disaster-preparedness>

for more information,

LOCAL POLICY

The North Port Code and Purchasing Policy and Procedures establish policy for the procurement of goods and services. Specifically, Article VIII of the City Code governs procurement. (See Code Sections 2-402 – 2-500 as amended). The purpose of the Procurement Code is to maximize fair and open competition while inspiring public confidence that contracts are awarded equitably and economically. The Procurement Code also establishes the monetary threshold for solicitations that must adhere to the Procurement Code. The City Charter establishes the signature authority for agreements and contracts. The City of North Port Purchasing Policy and Procedure Manual (3) further establishes the procedures and administrative monetary thresholds (not governed by code) to be used in the procurement of goods and services in the city.



The City of North Port has two versions of “Local Preference”.: Preference shall be given to a “local business” in the purchase of commodities and services procured pursuant to Sections 2-404 and 2-405 of the City of North Port Procurement Code. Proposers desiring to receive preference as a local business will be required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any proposer who fails to submit sufficient documentation with their proposal shall not be granted local preference consideration for the purpose of that specific contract award.

- A. **“Local business” for a Bid** means a bidder that maintains a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before the bid submission date from which the bidder operates or performs business and where at least fifty percent (50%) of the bidder’s employees are residents of the City. Post office boxes may not be used to establish a physical business address.

- B. **North Port local business”** means a local business that has its primary physical business address located within the limits of the City for a period of six (6) months or more before bid submission date, from which the bidder operates or performs business and where at least fifty percent (50%) of the bidder’s employees are residents of the City. Post office boxes may not be used to establish a physical business address.



- C. If requested by the City, the bidder will be required to provide documentation substantiating the information given in this affidavit. City reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

- D. Any bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City contracts for a period of three (3) years.

E. Local Price Match Option:

Each formal competitive bid solicitation shall clearly identify the criteria for award. When a responsive and responsible bidder who is not a local business (hereafter, non-local business bidder) submits the lowest bid price (hereafter, low bid), all responsive and responsible local business and North Port local business bidders shall have five (5) business days to submit an offer to match the low bid, provided the original bid submitted by the local business bidder is within ten percent (10%) of the low bid if the amount of the low bid is no more than one million dollars (\$1,000,000). If the amount of the low bid is more than one million dollars (\$1,000,000) but no more than 2 million dollars (\$2,000,000), local business and North Port local business bidders within five percent (5%) shall have the opportunity to match the low bid. If the amount of the low bid is more than two million dollars (\$2,000,000) but no more than 3 million dollars (\$3,000,000), local business and North Port local business bidders within three percent (3%) shall have the opportunity to match the low bid. If the amount of the low bid is more than three million dollars (\$3,000,000), local business and North Port local business bidders within two and one-half percent



(2.5%) shall have the opportunity to match the low bid. The original lowest responsive and responsible North Port local business bidder who matches the low bid shall receive the award. If no eligible North Port local business bidder can match the low bid, the award shall be made to the original lowest responsive and responsible local business bidder who matches the low bid. If no eligible local business bidder can match the low bid, the award shall be made to the lowest responsive and responsible bidder, regardless of local business status.

F. If there is a tie between a local business and a non-local business, the local business shall receive the award. If there is a tie between two North Port local businesses or two local businesses, the business with the higher percentage of employees who reside within the City shall receive the award.

G. **“Local business” for an RFP** means a proposer that maintains a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before the proposal submission date, from which the proposer operates or performs business and where at least fifty percent (50%) of the proposer’s employees are residents of the City. Post office boxes may not be used to establish a physical business address.

H. **“North Port local business”** means a local business that has maintained its primary physical business address located within the limits of the City for a period of six (6) months or more before the proposal submission date, from which the proposer operates or performs business and where at least fifty percent (50%) of the proposer’s employees are residents of the City. Post office boxes may not be used to establish a physical business address.

I. For the purchase of commodities and services procured through a formal Request for Proposals, the solicitation shall include a weighted



criterion for a local business that equals five percent (5%) of the total points in the evaluation criteria published in the solicitation. For a North Port local business, the solicitation shall include a weighted criterion that equals seven percent (7%) of the total points in the evaluation criteria published in the solicitation.

J. The City may enter into inter-local agreements with other Florida counties or municipalities deemed appropriate by the City Commissioners, providing for reciprocal recognition of local businesses.

K. If there is a tie between a local business and a non-local business, the local business shall receive the award. If there is a tie between two North Port local businesses or two local businesses, the business with the higher percentage of employees who reside within the City shall receive the award.

ETHICS IN PUBLIC PURCHASING

Members in the public require the highest level of ethical standards from areas in government. The City of North Port takes any suggestion of anti-competitive, collusive, dishonest, conflicting or corrupt behavior very seriously. All vendors are expected to maintain the highest standards of behavior and avoid any all impropriety or the appearance of impropriety at all times.

VENDOR CODE OF CONDUCT

The City of North Port requires every vendor who seeks to do business with the City of North Port to conduct itself with the best interest of the public in mind at all times and to comply with the following ethical standards:

- a) No vendor or potential vendor shall discuss or consult with other vendors or potential vendors intending to compete for the same or similar contract(s) with the purpose of bid rigging, collusion or



other activities that are illegal, unethical or have the effect of limiting competition.

- b) No vendor shall submit false information or intentionally submit misleading information to the City of North Port.
- c) Vendors and potential vendors shall promptly disclose any conflicts of interest. A conflict of Interest form is included in every formal solicitation packet. A Disclosure Form with regard to financial interest is included in every formal solicitation for services from Consultants, Engineers, or Architects.
- d) Vendors and potential vendors shall not offer, give or agree to give compensation of any kind to a city employee(s) for the performance of any activity related to the performance of the city employees' official duties.
- e) After the issuance of any solicitation, negotiations of a contract, or during renegotiation of an existing contract, no prospective vendor or any person acting on their behalf shall contact, communicate with or discuss any matter relating to the solicitation, contract negotiations, or renegotiations with any City of North Port employee or elected or appointed official, other than the Purchasing Manager or his/ or her designees. This prohibition ends upon Commission approval and the full execution of the final contract, renegotiated contract or when the solicitation has been canceled. Any firm that lobbies any City of North Port employee or elected or appointed official while a solicitation is in process, up to the execution of either a contract or purchase order will be subject to suspension and debarment.



- f) Vendors or potential vendors shall not make illegal political contributions.
- g) Vendors shall not profit, directly or indirectly, from the use of any secret or confidential knowledge or data of the City.
- h) Vendors and potential vendors shall not influence, or attempt to influence, any city employee to use his or her official position to secure privileges or advantages for the vendor.
- i) Vendors and potential vendors shall not send holiday gifts, office-warming gifts, tokens of appreciation or other items of value to any City of North Port employee to influence the official actions or judgment of a city employee.

Vendors and potential vendors shall not invite city employees to meals, parties, sporting events, theatrical performances and similar social functions.

Vendors and potential vendors shall not seek a city contract upon an agreement or understanding for a contingent fee, except for retention of bona fide employees needed for the purposes of securing business.

No person or business entity shall be awarded a contract by the City of North Port, for the provision of goods and services, if that person or business entity has been convicted of a public entity crime as set forth in Section 187.133 of the Florida Statutes (FS) (4). A person, business entity, or officer or employee of a business entity, having been convicted of one or more of the crimes included in Section 287.133, FS shall be ineligible for the awarding of a contract by the City of North Port for a period of statute. Any person or entity who claims that this ordinance is inapplicable because a conviction or judgement has been reversed by a



court of competent jurisdiction shall prove the same with documentation satisfactory to the Purchasing manager or his or her designee. Upon presentation of satisfactory proof, the person or entity shall be allowed to contract with the City of North Port. Before entering into a contract with City of North Port, vendors are required to execute and file with the Purchasing division an affidavit, verifying that neither the entity nor any person affiliated with the entity has been convicted of any public entity crime described in Section 287.133, FS (4).

CONTACT PROHIBITION

All prospective Bidders/Proposers are hereby instructed **NOT** to contact any member of the City of North Port Commission, City Manager, or City of North Port staff member other than the authorized City contact person identified in the Solicitation, or their designated Procurement staff member, regarding the solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the formal award for this project. Any such contact shall be cause for rejection of your submittal.

MONETARY THRESHOLDS

City of North Port uses a variety of competitive and non-competitive methods to select vendors. The City of North Port Purchasing Policy and Procedure details all the methods and types of solicitation used. In general, the following rules apply:

\$4,999.99 or less

The requesting department has the responsibility and the authority to select the vendor and obtain pricing information.

\$5,000.00 - \$34,999.99

The requesting department issues an Informal Request for Quotation (form available on the intranet). Three (3) written responses to the



quotes from the vendor are required. Departments are to prepare a price comparison/tabulation with submittal and forward a copy of the requisition, Request for Quotations and quotes received to Purchasing. Upon receipt of proper documentation and approval by Purchasing and Finance Director (as applicable), a purchase order or Visa approval will be issued.

\$35,000 - \$99,999.99

A minimum of (3) formal quotes will be issued by Purchasing. The Department must provide sufficient information on products/services to Purchasing, so the request for formal quotation can be issued. Formal quotations will be sought by Purchasing using defined criteria and standard terms & conditions. Request for quotations will be due at a specified date and time. Minimum required documents from the Departments are as follows: Completed Formal Solicitation Request Form, Completed Insurance Requirements Form, appropriate Formal quotation form (located on the intranet) with specs/scope, & pertinent information completed. Upon approval by Purchasing, Finance Director, Assistant City Manager, and City Manager, a purchase order will be issued in lieu of a contract to the vendor exhibiting the best price, delivery, and/or additional criteria, securing the terms & conditions of the solicitation. Payment may be made by Visa.

\$100,000.00

The formal threshold in accordance with the Procurement Code, non-exempt purchases for materials and/or services equal to and over this threshold require contract, and they are subject to the formal solicitation process. All purchases, meeting or exceeding formal threshold will require Commission approval.

The City may also seek services through Exemptions delineated in the City Code, Piggybacks and Cooperatives (Thresholds vary).



Finding competitive bid opportunities

The City of North Port uses a web-based bidding service, www.demandstar.com (DemandStar), for formal solicitations over \$34,999 to make it easier for vendors to immediately receive and respond to bidding opportunities, and to participate in the competitive bid process. If you are interested in receiving free notification solely for the City of North Port's solicitation documents, please contact DemandStar directly at 1-800-711-1712 with your request.

Vendors are encouraged to sign up for e-notifications at <http://www.cityofnorthport.com/online-services/get-email-notifications> to receive notifications when solicitations are advertised at the City.



Steps in a typical solicitation process:

City's Role

Vendor's Role

City develops a solicitation based on a need.

The solicitation is announced publicly

Solicitation is accessed by interested potential vendors

Solicitation response forms are filled in by potential interested vendors

Response forms are submitted to the City by the potential vendor(s)

City evaluates all responses received, based on the same criteria.

City awards the solicitation in accordance with basis of award stated in the solicitation.



SOLICITATION TYPES

These types of solicitations are used by the City of North Port:

Request for Bid (RFB) A written solicitation for sealed competitive bids with the title, date and hour of public bid opening designated and specifically defining the goods, group of goods or services for which bids are sought. It includes instructions prescribing all conditions for bidding and shall be distributed to all prospective bidders simultaneously.

Request for Quote (RFQ) An oral or written solicitation used for purchasing goods or services which do not exceed \$99,999.00. An RFQ is not a formal competitive solicitation, and award is based on which quote best meets price, quality, delivery, service, past performance and reliability needs of the city.

Invitation to Negotiate (ITN) A written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or contractual services. The invitation to negotiate is used when the city determines that negotiations may be necessary for the city to receive the best value.

Request for Proposal (RFP) A written solicitation for sealed proposals with the title.

Request for Information (RFI) A written request for information used to gather information prior to the issuance of a solicitation. Responses to these requests are not offers and may not be accepted by the city to form a binding contract.



Request for Qualifications: A written request issued to obtain statements of qualifications from bidders prior to or as part of issuing the solicitation.

INSURANCE

Vendors are required to provide evidence of insurance in the type and amounts specified by the City of North Port before being able to perform work on City property. Each solicitation and contract will specify the minimum insurance coverages, limits and endorsements required. The amount of insurance coverage the vendor is required to maintain is determined by the amount of risk involved in the work being performed. A properly completed certificate of insurance must be provided to the City prior to commencement of any work. Vendors are required to maintain the type and limits of insurance coverage specified and provide updated insurance certificates throughout the term of contract.

BONDS:

For some projects, bonds, including payment and performance bonds and bid bonds, may be required.

CONTRACT MANAGEMENT

Contract approval process

Once a vendor has been selected, a contract is prepared for execution and approval by the vendor and a representative of the City. With few exceptions, the vendor will be required to execute the document before it is routed to Commission for approval and followed with execution by the City Manager who is the city representative authorized to sign contracts on behalf of the City of North Port.



Following execution, the vendor will be mailed an original, fully executed document for his/her records. Construction contracts may further require that the vendor not begin work until receipt of an official Notice to Proceed.

Monitoring contract performance and deliverables

Monitoring contract performance is a key function of efficient contract management and is essential to ensuring that the city receives the goods and services specified in the contract. Unless otherwise delegated, the city's administrative agent or contract manager named in the contract is charged with ensuring that contract requirements (deliverables) are being provided.

During the life of the contract, the administrative agent, contract manager or project manager will communicate regularly with the vendor to ensure that the goods and services are being provided in accordance with the specifications of the contract and will work to resolve any issues promptly. For any contract-related issue, the first point of contact is the administrative agent or contract manager named in the contract.

PAYMENT

Following the completion of work and in accordance with the contract requirements or issued purchase order, invoices should follow this process:

It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act.



- Invoices shall be sent to the Department that requested the service or supply.
- All invoices for work performed under contract shall be submitted in a format approved by the Contract Administrator or designee.
- Invoices shall include the Contractor's invoice number, dates of service, location with line item cost according to the fee schedule, and total.

The purchase order number must appear on ALL invoices, packing lists, packages and correspondence. Each shipment must have a separate invoice. All payment inquiries should be directed to the Department that requested the goods or services.

CONTRACT AMENDMENTS AND RENEWALS

Amendments

A contract amendment is used to make modifications to the agreement between the City and the vendor. All contract amendments must be in writing and executed by both parties to the agreement. The following are examples of permitted contract amendments:

- Increase or decrease in quantity of a product beyond the contract amount.
- Increase or decrease in frequency of a service.
- Increase or decrease in locations to be serviced.
- Increase or decrease in price.

An amendment is requested by the City's administrative agent and reviewed by the purchasing division. Amendments shall be approved by Commission with final execution by the City Manager.



Renewals

Contracts renewals are permitted when prescribed in the original agreement. When renewals are available within the contract, prior to renewal, the City's administrative agent will consider whether renewal of existing agreement is in the best interest of the City of North Port. All contract renewals must be in writing and approved by all parties to the agreement.

QUALITY ASSURANCE

Vendor code of conduct

Vendors doing business with City of North Port are expected to communicate with City employees and members of the public in a civil manner. All aspects of a vendor's performance, including complaints received from City employees or members of the public, may impact the City's decision to enter into, renew or terminate an existing contract in accordance with the provisions contained therein.

The following 12 standards apply to the City/vendor relationship. A successful vendor provides:

1. Customer Service: Provides excellent customer service to city staff and the public.
2. Contract deliverables: Supplies the goods and services outlined in the agreement, in accordance with the terms of the agreement.
3. Delivery Schedule: Performs in accordance with the agreed upon schedule and avoids delays.



4. Quality: Provides the highest level of quality goods and services.
5. Billing and invoicing: Submits detailed and accurate invoices matching the work performed.
6. Project management: Consistently demonstrates the ability to properly manage the work performed.
7. Subcontractor management: Maintains a professional relationship with subcontractors.
8. Equipment and resources: Provides the best available equipment in an adequate amount necessary to perform work.
9. Materials management: Demonstrates “best practice” in handling and storage.
10. Cost control: Manages costs responsibly to avoid cost overruns.
11. Maintaining technical requirements: Monitors quality control of the products and services to ensure requirements are being met.
12. Safety standards: Ensures staff is trained and properly equipped to perform the work safely.



SUSPENSION OR DEBARMENT OF VENDORS

City of North Port reserves the right to suspend or debar vendors from consideration for award of future contracts.

Any bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any city contracts for a period of three years.

INELIGIBILITY FOR AWARD OF CONTRACTS

Any business entity controlled by, affiliated with any person or business entity ineligible for the award of a contract may also be prohibited from contracting with the City of North Port if the relationship or affiliation is such that, in the reasonable opinion of the city manager, the person or business entity, by reason of the relationship with the ineligible person or business entity, could directly benefit from the contract. Such factors as ownership interest, one or more members of the governing boards in common, control of one entity by the other, interlocking or shared management or principals, and limited management and ownership among family members, shall be considered in determining ineligibility.

CONTACT US!

City of North Port Purchasing Division

Questions about how to do business with the City of North Port or about the procurement process should be directed to a member of the purchasing team.

Phone: (941) 429-7170

Location: 4970 City Hall Boulevard, Suite 337, North Port, FL 34286

Hours: 8 a.m. to 5 p.m.

Website: www.cityofnorthport.com

Email: Purchasing@cityofnorthport.com



Resources

1. City of North Port Code
2. Public entity crime; denial or revocation of the right to transact business with public entities. Retrieved from The Florida Statutes, Chapter 287, Procurement of Personal Property and Services: leg.state.fl.us/statutes
3. Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties. Retrieved from The Florida Statutes, Chapter 287, Procurement of Personal Property and Services: leg.state.fl.us/statutes
4. Florida Statutes Chapter 112. Retrieved from Public Officers and Employees: General Provisions: leg.state.fl.us/statutes