

**June 13, 2017**

**Commission Reception**

**5:30 P.M.**

**Special Meeting**

**6:00 P.M.**

**City Commission Chambers**

**2775 Garrison Avenue**

**Port St. Joe, Florida**



## **City of Port St. Joe**

Bo Patterson, Mayor-Commissioner  
William Thursbay, Commissioner, Group I  
David Ashbrook, Commissioner, Group II  
Brett Lowry, Commissioner, Group III  
Rex Buzzett, Commissioner, Group IV

[All persons are invited to attend these meetings. Any person who decides to appeal any decision made by the Commission with respect to any matter considered at said meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Board of City Commission of the City of Port St. Joe, Florida will not provide a verbatim record of this meeting.]

# BOARD OF CITY COMMISSION

Special Meeting

6:00 P.M.

City Commission Chambers, 2775 Garrison Avenue

Tuesday June 13, 2017

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## Call to Order

### Agenda

- Swearing In of Elected Officials
  - Mayor Patterson, Comm. Thursbay, & Comm. Ashbrook
- June 6, 2017 Regular Meeting Minutes Pages 1-5
- Ordinance 534 Parking Regulations for Development Pages 6-7
  - First Reading & Request to Advertise
- CDBG Procurement Policy Pages 8-18
- Resolution 2017-09 Local Preference Pages 19-20
- RFP 2017-07, City Pier Pages 21-22
- Commerce Park Lot- Update
- Rezoning of Martin Luther King Jr. Blvd.- Discussion

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

# MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT 2775 GARRISON AVENUE, June 6, 2017, AT 6:00 P.M.

The following were present: Mayor Patterson, Commissioners Ashbrook, Buzzett, Lowry, and Thursbay. City Manager Jim Anderson, City Clerk Charlotte Pierce, and Attorney Clinton McCahill were also present.

## CONSENT AGENDA

### Minutes

A Motion was made by Commissioner Thursbay, second by Commissioner Buzzett, to approve the Minutes of the Regular Meeting on May 16, 2017, and the Joint City / County Workshop Meeting of May 15, 2017. All in favor; Motion carried 5-0.

## PDRB RECOMMENDATION

*Small Scale Plan Amendment Ordinance 533 – Zoning Change Request for Knowles Avenue, Parcel 04865-005R from R-1 to R-3 Kelli Newman: Public Hearing, First Reading and Transmittal to DEO for Approval*

Marina Pennington reminded the Commission of the density changes from R-1 to R-3 and the concessions that have been made by the owners.

**FLUE Policy 1.3.14:** In addition to the density restrictions set forth for the High-Density Residential (R-3) future land use category within Policy 1.3.4, the following sub-area policies shall apply to the development of the Property subject to City of Port St Joe Ordinance No. 533:

- (a) Development of the property is limited to a maximum of 24 townhouses. No density bonus allowable pursuant to the City of Port St. Joe Land Development Regulations shall be allowed on the property described herein.
- (b) Stormwater facilities will be designed to meet and exceed level of service standards and protect the functions of natural stormwater management features consistent with Infrastructure Policies 1.1.5 and 1.1.6 of this Plan.
- (c) The boundaries of wetlands on the western portion of the site shall be delineated, classified and protected consistent with Conservation Element Objective 1.7 and implementing policies of the City's comprehensive plan and Section 4.11, Wetland protection provisions in the Land Development Code.
- (d) Building heights of the property shall be limited to 35 ft. The developer of the subject property will maintain a 40 foot undisturbed natural vegetative buffer on the western boundary of the property.

Steve Newman reiterated the need for affordable rental housing, they have requested 24 town homes rather than the 37 allowed, keeping the height at 35' rather than the 60' allowable, and making the area better than what it is now.

The following individuals shared their concerns during the Public Hearing regarding traffic, infrastructure, stormwater, government subsidy homes, Section 8 housing, and buffer areas.

Vickie Barlow, Linda Flynn, Jarred Patterson, Larry Bush, Sue Phillips, and Bill Mann.

Marina Pennington reminded the Commission that only one Public Hearing is required for Small Scale Plan Amendments.

A Motion was made by Commissioner Thursbay, second by Commissioner Ashbrook, to adopt Ordinance 533 and transmit to DEO for Approval. All in favor, Motion carried 5-0.

Attorney McCahill read Ordinance 533 by Title only.

#### **PORT ST. JOE REDEVELOPMENT AGENCY (PSJRA)**

Mr. Kennedy was not present and Commissioner Buzzett shared that things are moving at Core Park, the Gateway Project is underway, and improvements are being made to Reid Avenue.

#### **CITY ATTORNEY UPDATE –**

*Resolution 2017-08 Centennial Building – Grant Application*

A Motion was made by Commissioner Lowry, second by Commissioner Ashbrook, to adopt Resolution 2017-08. All in favor; Motion carried 5-0.

#### **CITY MANAGER’S REPORT – Jim Anderson**

##### **Old Business**

*CDBG Grant Update – Bruce Ballister* noted that the Contract has been received from DEO for the CDBG North Port St. Joe Water Improvements Project Phase II. Mr. Ballister has prepared the required packet for signatures and when signed will be transmitted to Patrick Howard.

Mr. Ballister also shared that he had provided a revised Procurement Policy for the City of Port St. Joe that meets CDBG requirements. He asked that the Commissioners review the policy.

*Commerce Park Lot Utilities Update* Attorney McCahill has a call into the General Counsel for Michigan Chemical Company who had an Easement for the line.

*Flushing Program* – Flushing has begun, Highland View has been completed, White City should be completed in a couple of days, the main trunk line for Port St. Joe has been flushed, Sacred Heart and Oak Grove remain to be done, and flushing will begin on Palm Blvd next.

Karen Reid shared the issues they had with the flushing and asked if it could be done during a slower time of year.

*At the request of Commissioner Thursbay, Mayor Patterson granted a 5 minute recess at 6:55 P.M.*

*The meeting was resumed at 7:00 P.M.*

##### **New Business**

*Road Abandonment Request – Commission Ashbrook: Citizens to be Heard – Kaye Haddock, Faye Garcia, and Tom Buttram*

Attorney McCahill read the following agreement that had been reached by land owners Haddock and Blaylock, and residents of 7<sup>th</sup> Street with Tom Buttram as their spokesman.

- The City abandons the 7<sup>th</sup> Street easement giving the property equally to the adjacent landowners (Haddock and Blaylock) each of them getting 30 feet.
- Haddock and Blaylock would each deed back to the City 7.5 feet.
- Blaylock would then also deed to the City 15 through his property to the Bay.
- The City then grants a 20 year extension of the lease currently between the City and Blaylock for the use of the bridge between Blaylock and Capital City Bank.
- The Haddocks and Blaylocks would pay \$5,000 each towards LED lighting of the Bay Trail from the Marina to Frank Pate Boat Ramp.
- This solves the Haddock’s problem of encroachment on to the easement and gives her property she did not have prior. Blaylock gets property and extends his lease on the bridge. The City gets the majority of the property back on the tax rolls, because it is privately owned now, and will not



own 15 feet all the way to the Bay for the citizens of Port St. Joe and particularly those folks who live on 7<sup>th</sup> Street proper. The City would also get the LED lighting of the Bay Trail.

*Christy McElroy* reminded the Commission of the July 12, 2016, 6-1 vote of the PDRB Committee to deny the request of Mrs. Haddock for a two and one half foot encroachment on this property. She expressed her concerns about the property and that the request should not be granted.

A Motion was made by Commissioner Ashbrook, second by Commissioner Buzzett to approve the agreed upon stipulations. All in favor; Motion carried 5-0.

*Parking Ordinance – Commissioner Ashbrook: Citizen to be Heard – Boyd Pickett*

Mr. Pickett thanked the Commission for their willingness to address this issue. Staff was directed to redraft the Ordinance to help with parking and not penalize the local businesses.

*Ice Machine – Commissioner Ashbrook* asked that the Commission consider relocating the ice machine on Baltzell Avenue. Consensus was that it would cause more problems at the boat ramp.

*Local Preference Ordinance – Commissioner Ashbrook* requested the Ordinance be redrafted to mirror that of Panama City which allows local businesses to meet the lowest bid rather than the current percentage adjustment.

*Human Resource Committee – Commissioner Ashbrook:* A Motion was made by Commissioner Thursbay, second by Commissioner Buzzett, to establish a Committee. All in favor; Motion carried 5-0. Mayor Patterson appointed Commissioners Lowry, Ashbrook, Thursbay, and Attorney McCahill to serve on the Committee.

*Cemetery Property – Commissioner Thursbay* requested that City Manager Anderson and Clerk Pierce review the availability and needs of City Cemetery properties.

*TDC Board Membership – Commissioner Thursbay* shared that he is currently working with the Gulf County TDC as a Beach Ambassador and had to resign as the City's representative to the TDC Board. He recommended that Mayor Patterson replace him on the Board. A Motion was made by Commissioner Thursbay, second by Commissioner Buzzett, for Mayor Patterson to serve on the TDC Board. All in favor; Motion carried 5-0.

*Commissioner Thursbay* stated his family was ill and that he was needed at home. He left the meeting at 7:30 P.M.

*Washington High School Reunion – Mayor Patterson* asked the Commission to review the request of the school committee and discuss it at a future meeting.

*Deposit Ordinance – Mayor Patterson* asked if we have increased our Deposit and Commissioner Buzzett responded "No", the Ordinance didn't pass.

*Write-Off Policy – Mayor Patterson* wants to Workshop this again.

Commissioner Buzzett noted that it has been changed several times lately to accommodate a local individual and that the City needs to adhere to their Ordinances and Policies.

*Committee Membership – Mayor Patterson* reviewed the Committee memberships and asked that Commissioners provide a name to serve on the Finance Committee. He suggested that it should meet quarterly to review the City's finances.

*10<sup>th</sup> Street Inter-local – Mayor Patterson:* A Motion was made by Commissioner Buzzett, second by Commissioner Lowry, to go forward with the project. All in favor, Motion carried 4-0.

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, for Commissioner Buzzett to represent the City on this project.

*League of Cities Annual Conference* – Mr. Anderson reminded the Commission of the Florida League of Cities Conference to be held in Orlando August 17 – 19, 2017. He asked that if any Commissioner was interested in attending that they contact him.

*Meeting Schedule* – A Special Meeting will be held on June 13, 2017, to swear in the returning Commissioners and due to the 4<sup>th</sup> of July Holiday being on Tuesday that meeting has been cancelled. The meeting of June 20, 2017, has been cancelled because of meeting on June 13, 2017.

*Financial Disclosures Due by June 30, 2017* – Mr. Anderson reminded the Commissioners that their Financial Disclosures are due by June 30, 2017.

*WIG Building – Mayor Patterson (Handout)* – A Motion was made by Commissioner Buzzett, second by Commissioner Lowry, to purchase a 5 ton heatpump system to replace the broken unit in the building. All in favor; Motion carried 4-0. Quotes were received, they were under the bid threshold, and the unit will be purchased from Philco Air Conditioning Refrigeration in the amount of \$4,343.00.

### **Public Works – John Grantland**

RFP 2017-07, City Pier Improvement Project – Bids were received and opened. It was requested that this issue be Tabled for further review.

Commissioner Buzzett noted he had visited the Centennial Building after all the rain and only found one leak around a window. He also asked that something be done with the glass doors in the Commission Chamber.

**Surface Water Plant – Larry McClamma** did not have anything to report.

**Wastewater Plant – Kevin Pettis** shared that an operator has taken another job, will be moving, and he will be advertising to fill the position. He noted that Algae comes and goes but they are staying on top of it.

**Finance Director – Mike Lacour** noted that the STAC House is open Monday – Friday from 8 A. M. to Noon for K – 6<sup>th</sup> Grade. Lunch is taken from Noon – 1 P. M. and reopened from 1 P. M. to 5 P. M. for 6<sup>th</sup> Grade – High School.

The Audit has not been received from Mr. Vance but he hopes to have it by Friday. Mr. Lacour is working on the Budget and will be meeting with two Department Heads this week.

### **City Engineer – Clay Smallwood, III**

Project Updates -

*Frank Pate Park Boat Ramp Improvements* – The boat ramp was open for Memorial Day Weekend and Snapper Season. The North side is pretty much complete, work is beginning on the South side and it will be closed beginning Thursday.

*Long Avenue* – Mr. Smallwood picked up the plans from Mr. Grantland today on this project.

*Jones Homestead Sewer* – Dewberry / Preble-Rish continues to work on the Task Order.

### **Code Enforcement –**

*General Update* – Mr. Burkett's report was reviewed, no action was required.

**Police Department – Sgt. Jake Richards** updated the Commission on the Public Safety Day to be held June 24, 2017.

**City Clerk – Charlotte Pierce** reminded the Commissioners of the Swearing In Ceremony June 13, 2017, and noted the reception will be from 5:30 P.M. to 6:00 P.M.

## Citizens to be Heard –

*Letha Mathews* thanked the Commission for the sidewalks on Avenue D, asked when the CDBG Water Improvement Project for North Port St. Joe will begin, and questioned if housing for seniors' would still be available at the Gateway Apartments.

*Christy McElroy* shared how her church had been able to help with transporting children from the Washington Gym to the library for a reading program this summer, questioned when the sidewalks would be available on Langston Drive,

Cheryl Steindorf of the NPSJPAC Rehab Committee asked about putting the rezoning of Martin Luther King Blvd., on the next Agenda.

*Reggie Smith and Nick Renfro of R & R Entertainment* requested the use of the Washington Gym on July 3, 2017, for a concert. Their original request to City Hall was denied because City Buildings are public facilities that are used by civic organizations, weddings, birthday parties, and similar events that are over by midnight. Staff had researched R & R Entertainment and felt this not an appropriate use of a City Building. Neither of the owners were of age to rent the facility.

Since meeting with City Staff, Mr. Smith and Mr. Renfro secured a sponsor, Cedrick Bailey, for the event. They requested a waiver of the fee for the Washington Gym and be allowed to have the concert from 10 P.M. - 2 A.M. They stated they have security for the event. The stage name of the performer is *Iceberg*,

A Motion was made by Commissioner Buzzett, second by Commissioner Ashbrook, to allow the concert, denied the fee waiver request, and agreed to the hours of 10 P.M. to 1 A.M. All in favor; Motion carried 4-0.

## Discussion Items by Commissioners

*Neither Mayor Patterson, Commissioners Ashbrook, Buzzett, nor Lowry* had anything additional to discuss.

A Motion was made by Commissioner Ashbrook, second by Commissioner Buzzett, to adjourn the Meeting at 8:25 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
James "Bo" Patterson, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlotte M. Pierce, City Clerk

\_\_\_\_\_  
Date

## ORDINANCE 534

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA REPEALING A SECTION OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF PORT ST. JOE, PROVIDING FOR REINSTATEMENT OF SECTION 5.07, PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED by the people of the City of Port St. Joe, Florida:

1. Section 5.07 of Land Development Regulations for the City of Port St. Joe, Florida is hereby reinstated.

2. Section 5.07 of the Land Development Regulations for the City of Port St. Joe, Florida is hereby reinstated and reads as follows:

Off street parking facilities shall be required for all developments within the city pursuant to the requirements of this Code. The facilities shall be maintained as long as the use exists that the facilities were designed to serve. Nothing in this section shall be construed to require paving of parking areas, except as provided for handicapped parking areas in subsection 5.08(e). This section shall not apply to development or redevelopment located in the rectangle bounded by Baltzell Avenue, First Street, Long Avenue and Cecil G. Costin Boulevard and shall not apply to property located within a commercial or mixed use zoning category adjacent to Martin Luther King Boulevard.

3. REPEAL:

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

4. SEVERABILITY:

The provisions of this Ordinance are hereby declared to be severable. If any provision of this Ordinance, or the application thereof, to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application.

5. EFFECTIVE DATE:

This Ordinance shall become effective as provided by law.

DULY PASSED AND ADOPTED by the Board of City Commissioners of Port St.  
Joe, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

THE CITY OF PORT ST JOE

By: \_\_\_\_\_  
James "Bo" Patterson  
MAYOR-COMMISSIONER

ATTEST:

\_\_\_\_\_  
CHARLOTTE M. PIERCE  
CITY CLERK

The following commissioners voted yea:

The following commissioners voted nay:

**CITY OF PORT ST. JOE  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
PROCUREMENT POLICY  
INCLUDING THE MINORITY BUSINESS ENTERPRISE POLICY**

**I. PURPOSE**

This policy is adopted to assure that commodities and services for the Community Development Block Grant Programs are obtained efficiently and effectively in free and open competition and through the use of sound procurement practices. All City staff and other persons (subgrantees or contractors) with designated responsibility for the administration of CDBG award contracts are responsible for ensuring compliance with all applicable federal and state laws and regulations. These include but are not limited to: OMB Circular A - 102, Attachment O; 2 CFR 200-.317-.326, s. 255.0525 and 287.055 Florida Statutes and Rule 73C-23 Florida Administrative Code.

**II. APPLICATION OF POLICY**

This policy shall apply to contracts or agreements for the procurement of all materials, supplies, services, construction and equipment for any Community Development Block Grant Program solicited or entered into after the effective date of this policy.

**III. PURCHASING OFFICER**

The City employee designated by the City Commission shall serve as the central purchasing officer (the "Purchasing Officer") of Port St. Joe for all contracts or agreements described in Section II.

**IV. PURCHASING AND CONTRACT AWARD PROCEDURES**

**A. PURCHASING CATEGORIES; THRESHOLD AMOUNTS**

Except as to Sole Source Purchases (Section IV-F) and Cooperative Purchasing (Section IV-G), all purchases and contract awards are to be made subject to the provisions of the appropriate Section according to the following threshold amounts:

- |  |                     |
|--|---------------------|
| 1. Small Purchases (Section IV-B)                          | \$ 1 to \$1,999     |
| 2. Purchasing Quotes (Section IV-C)                        | \$ 2,000 to \$9,999 |
| 3. Competitive Sealed Bids/Proposals (Section IV-D & IV-E) | \$10,000 and above  |

**B. SMALL PURCHASES**

The purchase of commodities, equipment and services which cost less than the threshold authorized in Section IV-A-1 does not require solicitation of quotes or bids. Small purchases shall be authorized by the Purchasing Officer or his/her designees.

**C. PURCHASING QUOTES**

The purchase of goods and services which cost within the range authorized for purchasing quotes in Section IV-A-2 shall require competitive quotations from two or more vendors. The quotations shall be obtained by, and shall be reviewed and awarded by the Purchasing Officer or his/her designee.

**D. COMPETITIVE SEALED BIDDING**

1. Conditions for Use. All contracts for purchases of a single item, services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section IV, where price, not qualifications, is the basis for contract award, shall be awarded by competitive sealed bidding.
2. Invitation to Bid. Under Section 255.0525(2), F.S. and Rule 73C-23.00521 (2) (a), F.A.C., an invitation to bid for construction projects that are projected to cost more than \$200,000 shall be published in at least one daily newspaper of general circulation in Gulf County as well as a nearby federal Office of Management and Budget (OMB) designated metropolitan statistical area (MSA) newspaper at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. An invitation to bid for construction projects that are projected to cost more than \$500,000 shall be publicly advertised at least once in a newspaper of general circulation in Gulf County at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. Additionally, notice shall be sent to those vendors and contractors on the City's MBE/WBE solicitation list. Alternatively, the City may substitute the above notice with any solicitation procedure which generates at least three responsible and responsive bids or proposals which can be considered. However if three responsible and responsive bids or proposals are not received, the procurement



will be invalid. An invitation to bid shall be issued and shall include specifications, all contractual terms and conditions, and the place, date, and time for opening or submittal. No later than five working days prior to the date for receipt of bids, a vendor shall make a written request to the City for interpretations or corrections of any ambiguity, inconsistency or error, which the vendor may discover. All interpretations or corrections will be issued as addenda. The City will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any City employee prior to the opening of proposals. Only those communications which are in writing from the City may be considered as a duly authorized expression on the behalf of the Commission. Also, only communications from firms or individuals which are in writing and signed will be recognized by the Commission as duly authorized expressions on behalf of proposes.

- a) Alternate(s). Alternate bids will not be considered unless authorized by and defined in the Special Conditions of the bid specifications.
- b) Approved Equivalents. The City reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with stated requirements for equivalents in the bid conditions are subject to rejection. The procedure for acceptance of equivalents shall be included in the general conditions of the bid.
3. Public Notice. Public notice shall be by publication in a newspaper of general circulation at least twelve (12) working days prior to bid opening for all solicitations not covered Section D2 above. This requirement does not apply to bidding on behalf of a client for Housing Rehabilitation/Replacement. Notice of the invitation to Bid shall give the date, time, and place set forth for the submittal of proposals and opening of bids.
4. Bid Opening. Bids shall be opened publicly. The Purchasing Officer or his designee shall open the bids in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. The amount of each bid, and other such relevant information as may be deemed appropriate by the Purchasing Officer together with the name of each bidder, and all witnesses shall be recorded. The record (Bid Report) and each bid shall be open to public inspection.
5. Bid Acceptance and Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid, which may include, but not be limited to criteria to determine acceptability such as; inspection, testing, quality, recycled or degradable materials content, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs. No criteria may be used in bid evaluation that are not set forth in the Invitation to Bid, in regulations, or in this policy.
6. Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the Invitation for Bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of non-judgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in the bid price or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw his bid if:
  - a) the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
  - b) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Purchasing Officer.
7. Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation of bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.
8. Award. The contract shall be awarded with reasonable promptness to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation to bid. The City reserves the right to waive any informality in bids and to make an award in whole or in part when one or both conditions are in the best interest of Port St. Joe.
  - a) Notice of Intended Award. The contract shall be awarded by written notice. Every procurement of contractual services shall be evidenced by a written agreement. Notice of the intended award, including rejection of some or all of bids received, may be given by posting the bid tabulations where the bids were opened, by telephone, by first class mail, or by certified United States mail, return receipt requested.

9. Cancellation of Invitations for Bids. An invitation for bids or other solicitation may be canceled, or any or all bids may be rejected in whole or in part when it is in the best interests of the City, as determined by the Commission as long as such action does not violate federal code, state statutes, Rule 73C-23 Florida Administrative Code, and program requirements. Notice of cancellation shall be sent to all businesses solicited.
10. Disqualification of Vendors. For any specific bid, vendors may be disqualified by the Purchasing Officer, for the following reasons:
  - a) Failure to respond to bid invitation three consecutive times within the last eighteen (18) months period.
  - b) Failure to update the information on file including address, project or service, or business description.
  - c) Failure to perform according to contract provisions.
  - d) Conviction in a court of law of any criminal offense in connection with the conduct of business.
  - e) Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
  - f) Clear and convincing evidence that the vendor has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.
  - g) Failure to execute a Public Entity Crimes Statement as required by Florida Statutes Chapter 287.133(3)(a).
  - h) Other reasons deemed appropriate by the City.

#### E. COMPETITIVE SEALED PROPOSALS

All contracts for purchases of a single item or services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section IV, where qualifications, not price, is the basis for contract award, shall be awarded by competitive sealed proposals. All contracts for the procurement of professional architectural, engineering, landscape architectural, and land surveying services will be awarded according to the provisions of Section IV-E-1. All other contracts required to be awarded by competitive sealed proposals will be awarded according to the provisions of Section IV-E-2.

##### 1. PROFESSIONAL ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL, AND LAND SURVEYING SERVICES

- a) Public Announcement. It is the policy of the City to publicly announce all requirements for professional architectural, engineering, landscape architectural, and land surveying services and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In the procurement of such services, the City may require firms to submit a statement of qualifications, performance data and other related information for the performance of professional services.
  - (1) Distribution of Project Requirements. The Purchasing Officer shall distribute the written Request for Proposals, which shall include the project requirements. The project requirements shall be accompanied by an Invitation to such persons to submit an indication of interest in performing the required services and by notification of the date and time when such indications of interest are due. This date shall not be less than 12 calendar days from the date of public notice which the Purchasing Officer shall publish in at least one newspaper of wide general circulation in the region.
  - (2) Modification Prohibition. After the publicized submission time and date, indications of interest shall not be modified or allowed to be modified in any manner except for correction of clerical errors or other similar minor irregularities as may allowed by the Selection Committee prior to making its selection of those best qualified to be formally interviewed.
  - (3) Reuse of Existing Plans. There shall be no public notice requirements or utilization of the selection process as provided in this section for projects in which the City is able to reuse existing plans from a prior project. However, public notice of any plans which are intended to be reused at some future time shall contain a statement which provides that the plans are subject to use.
  - (4) Selection Committee Membership and Evaluation. The City has the option of using a selection committee or designate the Commission as the committee that reviews the proposals.
    - (a) Selection Committee Evaluation. Only written responses of statements of qualifications, performance data, and other data received in the purchasing officer by the publicized submission time and date shall be evaluated. The selection committee may interview the offerors prior to evaluation or evaluate the offers based on their written response to the Request for Proposals. The selection committee may "shortlist" proposals received, or appoint a subcommittee to "shortlist" by evaluating those proposals received and selecting those proposals deemed most responsive to the RFP. The proposals selected by the "shortlisting" process shall then be presented to the Evaluation Committee for an evaluation utilizing the evaluation criteria utilized in the public announcement and RFP. The Selection Committee may interview shortlisted respondents.

- (5) Commission Approval. Evaluation results shall be forwarded to the Commission by the Selection Committee for approval prior to beginning Contract negotiations. Negotiation sequence shall be based on the order of preference
      - b) Negotiation Staff. Contract negotiations shall be conducted by the Purchasing Officer, a Negotiation Committee (NC) appointed by the City Commission or the City Commission.
      - c) Negotiation.
        - (1) The Purchasing Officer, NC, or the City Commission shall negotiate a contract with the firm considered to be the most qualified to provide the services at composition and upon terms which the Purchasing Officer, NC, or the City Commission determines to be fair and reasonable to the City. In making this decision, the Purchasing Officer, NC or the City Commission shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered.
        - (2) As part of the negotiation, the Purchasing Officer, NC or the City Commission shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price. Should the Purchasing Officer, NC or the City Commission be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm shall be formally terminated. The Purchasing Officer, NC or the City Commission shall then undertake negotiations with the second most qualified firm. Failing accord with the second most-qualified firm, they may negotiate with the third most qualified firm or may reach a determination not to contract for services.
  2. **OTHER COMPETITIVE SEALED PROPOSALS (non-287.055 services)**
    - a) Condition for Use. All contracts required by Section IV-E to be awarded by competitive sealed proposals that are not for the procurement of professional architectural, engineering, landscape architectural, and land surveying services, will be awarded according to the processions of this section.
    - b) Consultant's Competitive Negotiation Act. Professional services within the scope of the practice of architecture, or registered land surveying, as defined under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes), shall be secured under the provisions of Section IV-E-1.
    - c) Commission Approval. Proposals anticipated to exceed the threshold established in Section IV-A-3 for Competitive Sealed Proposals shall be approved by the City Commission prior to solicitation.
    - d) Public Notice. Adequate public notice of the Request for Proposals shall be given in the same manner as provided in subsection IV-D-3 of this policy for competitive sealed bidding.
    - e) Evaluation Factors. The Public Notice and Request for Proposals shall identify evaluation factors and their relative importance. When services are not covered by CCNA, price information will be an evaluating factor. Ranking forms, reflecting evaluation factors and importance will be developed prior to evaluation.
    - f) Proposal Cancellation or Postponement. The Purchasing Officer may, prior to a proposal opening, elect to cancel or postpone that date and/or time for proposal opening or submission.
    - g) Award. Award shall be made by the City Commission to the highest ranking responsible offeror whose proposal is determined to be the most advantageous to Port St. Joe, taking into consideration the evaluation factors set forth in the evaluation criteria that are included in the Request for Proposals. A cost analysis as detailed in E 1. C) 2 shall be conducted prior to the award of any contract.
- F. **Sole Source Purchase**
- a) Sole Source Certification. A contract may be awarded for a supply, service material, equipment or construction item(s) without competition when the Purchasing Officer with the coinsurance of the City Clerk, certifies in writing, after conducting a good faith review of available sources, that there is only one available source for the required material, supply, service equipment, or construction item(s). Such awards will be made within the authorized procurement be placed on the agenda for Commission Approval and Clarification that the vendor has been determined to be a sole source. When a purchase exceeds (\$25,000) it will require prior approval by the Florida Department of Economic Opportunity, Small Cities CDBG program office.
- G. **Cooperative Purchasing**
1. State Contracts. The Purchasing Officer is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the respective state contracts of the Department of General Services, subject otherwise to the requirements of this policy.
  2. Other Government Units. The Purchasing Officer shall have the authority to join with other units of government in cooperative purchasing ventures when the best interest of the City would be served thereby, and the same in accordance with this policy and with City and State law.
- H. **BID PROTEST**

1. Right to Protest. Any actual prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may protest to the City Commission. Protestors shall seek resolution of their complaints initially with the Purchasing Officer prior to protesting to the City Commission.
2. Filing a Protest. Any person who is effected adversely by the decision or intended decision of the City shall file with the Purchasing Officer a notice of protest in writing within 72 hours after the posting of the bid tabulation or after receipt of the notice of intended decision and file a formal written protest shall constitute a waiver of proceedings under this Section. A written protest is filed with the City when it is delivered to and received in the office of the Purchasing Officer.
  - a) The notice of protest shall contain at a minimum; the name of the bidder; the bidder's address and phone number; the name and bid number of the solicitation; and a brief factual summary of the basis of the protest.
  - b) The formal written protest shall identify the protestant and the solicitation involved; include a plain, clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protestant deems applicable to such grounds; and specifically request the relief to which the Protestant deems himself entitled by application of such authorities to such grounds.
  - c) The protestant shall mail a copy of the notice of protest and the formal written protest to any person with whom he/she is in dispute.
3. Settlement and Resolution. The Purchasing Officer shall within 14 days of the formal written protest, attempt to resolve the protest prior to any proceedings arising from the position. Provided, however, if such settlement will have the effect of determining a substantial interest of another party or business, such settlement must be reached in the course of the proceedings provided herein.
4. Protest Proceedings If the protest cannot be resolved by mutual agreement, the Purchasing Officer shall conduct or designate another to conduct a protest proceeding pursuant to the following procedures.
  - a) Protest Proceeding Procedures
    - (1) The presiding officer shall give reasonable notice to all substantially affected persons or businesses. Otherwise petitions to intervene will be considered on their merits as received.
    - (2) At or prior to the protest proceeding, the Protestant may submit any written or physical material, objects, statements, affidavits, and arguments which he/she deems relevant to the issues raised.
    - (3) In the proceeding, the Protestant, or his representative or counsel, may also make an oral presentation of his evidence and arguments. However neither direct nor cross examination of witness shall be permitted, although the presiding officer may make whatever inquiries he/she deems pertinent to a determination of the protest.
    - (4) The judicial rules of evidence shall not apply and the presiding officer shall be his/her decision on such information given in the course of the proceeding upon which resale prudent persons rely in the conduct of their affairs.
    - (5) Within seven (7) working days in the conclusion of the proceeding, the presiding officer shall render a decision which sets forth the terms and conditions of any settlement reached. Such decision of the presiding officer shall be conclusive as to the recommendation the City Commission.
    - (6) Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.
  - b) Intervenor. The participation of intervenors shall be governed by the terms of the offer issued in response to petition to intervene.
  - c) Time Limits. The time limits in which protests must be filed as provided herein may be altered by specific provisions in the invitation for bids or request for proposals documents.
  - d) Entitlement to Cost. In no case will this protesting bidder or offeror be entitled to any costs incurred with the solicitation, including bid preparation costs and attorney's fees.
5. Stay of Procurement during Protests. In the event of a timely protest under Subsection A of this Section, the Purchasing Officer shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or unless the City Commission makes a determination that the award of a contract without delay is necessary to protect the substantial interest of the City.

#### I. CONTRACT CLAIMS

1. Authority of the Purchasing Officer to Settle Bid Protest and Contract Claims. The Purchasing Officer is authorized to settle any protest regarding the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, prior to an appeal to the City Commission or the commencement of an action in court of competent jurisdiction but may not settle any such protest or claim for consideration of \$1,000.00 or greater in value without the prior approval the City Commission.
2. Decision of the Purchasing Officer. All claims made by a contractor against the City, relating to a contract, except bid protests, shall be submitted in writing to the Purchasing Officer for a decision. The contractor may



- request a conference with the Purchasing Officer on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract mistake, misrepresentation, or other cause for contract modification or rescission.
3. Notice to the Contractor of the Purchasing Officer's Decision. The decision of the purchasing officer shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of his appeal rights under Subsection D of this Section.
  4. Finality of the Purchasing Officer Decision; Contractor's Right to Appeal. The purchasing Officer's decision shall be final and conclusive unless within ten calendar days from the date or receipt of the decision, the contractor files a notice of appeal with the City Commission.
  5. Failure to Render Timely Decision. If the Purchasing Officer does not issue a written decision regarding any contact controversy within fourteen calendars days after receipt of a written request for a final decision, or within such longer period may be agreed upon between the parties, then the approved party may proceed as if an adverse decision had been issued.
- J. Remedies for Solicitations or Awards in Violation of Law
1. Prior to Bid Opening or Closing Date for receipt of Proposals. If prior to the bid opening or the closing date for receipt or proposals, the Purchasing Officer after consultation with City Attorney, determines that a solicitation is in violation of federal, state or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable law.
  2. Prior to Award. If after bid opening or the closing date for receipt of proposals, but prior to the award contract, the Purchasing Officer after consultation with the City Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state or municipal law or ordinance, then the solicitation or proposed ward shall be canceled.
  3. After Award If, after award, the Purchasing Officer after consultation with the City Attorney, determines that a solicitation or award of a contract was in violation of applicable law or ordinance then:
    - a) If the person awarded the contract has not acted fraudulently or in bad faith:
      - (1) the contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the City and such action does not violate federal code, state statutes, Rule 73C-23 Florida Administrative Code and program requirements; or
      - (2) the contract may be terminated and the person awarded the contract shall be compensated for the actual cost reasonably incurred under the contract plus a reasonable profit, but excluding attorney's fees, prior to termination or
      - (3) if the person awarded the contract has acted fraudulently or in bath faith the contact may be declared null and void or violable, if such action is in the best interest of the City.

## V. Contract Administration

### A. Contract Provisions

1. Standard Contract Clauses and Their Modification.
  - a) The City after consultation with the City attorney, may establish standard contract clauses for use in City contracts.
  - b) However, the Purchasing Officer may, upon consultation with the City Attorney, vary any such standard contract clauses for any particular contract.
2. Contract Clauses. All City contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing Officer after consultation with the City Attorney, may propose provisions appropriate for supply, service or construction contracts, addressing among others the following subjects:
  - a) The unilateral right of the City to order, in writing changes in the work within the scope of the contract;
  - b) The unilateral right of the City to offer in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
  - c) Variations occurring between estimated quantities or work in contract and actual quantities;
  - d) Defective pricing;
  - e) Time of performance and liquidated damages;
  - f) Specified excuses for delay or nonperformance;
  - g) Termination of the contact for default;
  - h) Termination of the contract in whole or in part for the convenience of the City;
  - i) Suspension of work on a construction project ordered by the City;

- j) Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract;
  - (1) when the contract is negotiated;
  - (2) when the contractor provides the site or design; or
  - (3) when the parties have otherwise agreed with respect to the risk of differing site conditions;
- k) Value engineering proposals;
- l) Remedies;
- m) Access to records/retention records;
- n) Environmental compliance; and
- o) Prohibition against contingent fees
- p) Insurance to be provided by contractor covering employee, property damage liability and other claims, with requirements of certificates of insurance cancellation clauses.
- q) Bonding requirements as set by the City Commission.
- r) Causes of and authorization for suspension of contract for improper contractor activity.

#### B. Price Adjustments

1. Methods of Price Adjustment Adjustments in price during the term of a contract shall be computed in one or more of the following ways upon approval by the City:
  - a) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - b) By unit prices specified in the contract or subsequently agreed upon;
  - c) By the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon by the City;
  - d) In such other manner as the contracting parties may mutually agree; or
  - e) In the absence of agreement by the parties, by a unilateral determination by the City of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the City, subject to the provisions of this section.
2. Cost or Pricing Data Required. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of this Section.

#### C. Change Orders/Contract Amendments

1. Change orders and contract amendments, which provide for the alteration of the provisions of a contract may be approved by an appropriate person based upon the dollar cost of the change or amendment.
2. The purchasing categories thresholds designated in Sections IV-A shall govern the appropriate level of approval.

#### D. Assignments of Contracts

No agreement made pursuant to any section of this policy shall be assigned or sublet as a whole or in part without the written consent of the City nor shall the contractor assign any moneys due or to become due to the contractor hereunder without the previous written consent of the City.

#### E. Right to Inspect Plant

The City may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by the City. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving the City.

### VI. Rights of City Commission

- A. Nothing in this policy shall be deemed to abrogate, annul, or limit the right of the Commission, in the best interests of the City, to reject all bids received in response to a request, to determine in its sole discretion the responsiveness and responsibility of any bidder, to approve and authorize or to enter into any contract it deems necessary and desirable for the public welfare, or to vary the requirements of the Policy in any instance when desirable for the public good; and such action does not violate federal code, state law, Rule 73C-23 Florida Administrative Code, and program requirements.

### VII. City Procurement Records

- A. Contract File. All determinations and other written records pertaining to the solicitation award, or performance of a contract shall be maintained for the City in a contract file.



- B. Retention of Procurement Records. All procurement records shall be retained and disposed of by the City in accordance with records retention guidelines and schedules established by the State of Florida.

## **VIII. Specifications**

- A. Maximum Practicable Competition
1. All specifications shall be drafted to promote overall economy and encourage competition in satisfying the City needs and shall not be unduly restrictive.
  2. This policy applies to all specifications including, but not limited to, those prepared for the City by architect, engineers, designers and draftsman.
- B. Use of Brand Name or Equivalent Specifications.
1. Brand name or equivalent specifications may be used when the City determines that:
    - a) No other design, performance, or qualified product list is applicable;
    - b) Time does not permit the preparation of another form of purchase description, not including a brand name specification;
    - c) The nature of the product or the nature of the City requirements makes use of a brand name or equivalent specification suitable for the procurement; or
    - d) Use of brand name or specification is in the City's best interest.
  2. Designation of Several Brand Names. Brand name or equivalent specifications shall seek to designate three, or as many different brands as are practicable, as products to those designated may be considered for award.
  3. Required Characteristics. The brand name or equivalent specifications shall include a description of the particular design, functional, or performance characteristic required.
  4. Nonrestrictive Use of Brand Name or Equivalent Specifications. Where a brand name or equivalent specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.
  5. Determination of Equivalents. Any prospective bidder may apply, in writing for a pre-bid determination of equivalence by the Purchasing Director. If sufficient information is provided by the prospective bidder, the Purchasing Director may determine, in writing and prior to the bid opening time, that the proposed product would be equivalent to the brand name used in the solicitation.
  6. Specifications of Equivalents Required for Bid Submittal. Vendors proposing equivalent products must include in their bid submittal the manufacturer's specifications for those products. Brand names and model numbers are used for identification and reference purposes only.
- C. Brand Name Specifications
1. Use of Brand Name Specifications. Since use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Director makes a determination that only the identified brand name item or items will satisfy the City needs.
  2. Competition. The Purchasing Director shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such one source that can supply the requirement, the procurement shall be made under Section IV-F, Sole Source Purchases.

## **IX. Ethics in Public Contracting**

- A. Criminal Penalties. To the extent that violations of the ethical standards of conduct set forth in this section constitute violations of the State Criminal Code they shall be punishable as provided therein. Such penalties shall be in addition to civil sanctions set forth in this part.
- B. Employee Conflict of Interest
1. Participation. It shall be unethical for any City employee, officer or agent to participate directly or indirectly in a procurement or administration of a contract. A conflict of interest would arise when:
    - a) the City employee, officer or agent;
    - b) any member of his immediate family;
    - c) his or her partner; or
    - d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The officers, employees or agents will neither solicit nor accept gratuities favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

2. Blind Trust. A City employee, officer or agent or any member of his family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.
- C. Contemporaneous Employment Prohibited
1. It shall be unethical for any City employee who is participating directly or indirectly in the procurement process to become or to be, while such a City employee, the employee of any person contracting with the City.
- D. Use of Confidential Information
1. It shall be unethical for any employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.
- E. Gratuities and Kickbacks
1. Gratuities. It shall be unethical for any person to offer, give or agree to give any City employee, officer or agent or for any City employee, officer or agent to solicit, demand, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision approval, or a purchase request, influencing the content of any specification or procurement standard rendering of advice, investigation auditing, or performing in any other advisory capacity in any proceeding or application request for ruling, determination claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
  2. Kickbacks. 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. Contact Clause. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefor.
- F. Sanctions
1. Employee Sanctions. Upon violation of the ethical standard by an employee, officer, or agent the City or other appropriate authority may:
    - a) impose one or more appropriate disciplinary actions as defined in the City Personnel Rules and Regulations up to and including termination of employment; and
    - b) may request investigation and prosecution.
  2. Non-employee Sanctions. The Commission may impose any one or more of the following sanctions on a non-employee for violation of the ethical standards:
    - a) written warnings;
    - b) termination of contracts; or
    - c) debarment or suspension from the Bid List as provided in Section XV.
- G. Recovery of Value Transferred or Received in Breach of Ethical Standards.
1. General Provisions. The value of anything being transferred or received in breach of the ethical standards of this policy by a City employee or non-employee may be recovered from both City employee and non-employee.
  2. Recovery of Kickback by Port St. Joe. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable thereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickback. Recovery from one offending party shall not preclude recovery from other offending parties.

## **X. Federal Policy Notice**

- A. Patents: If a contract involving research and development, experimental or demonstration work is being funded in whole or in part by assistance from a federal agency, then the contract shall include the following provisions.
1. Notice to Contractor. The contract shall give notice to the contractor of the applicable grantor agency requirement and regulations concerning reporting of, and rights to, any discovery or invention arising out of the contact.
  2. Notice by Contractor. The contract shall require the contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.
- B. Notice of Federal Public Policy Requirements

1. Applicability. If the contract is being funded in whole or in part by assistance from any federal agency, the contract is subject to one or more federal public policy requirements such as:
  - a) equal employment opportunity;
  - b) affirmative action;
  - c) fair labor standards;
  - d) energy conservation;
  - e) environmental protection; or
  - f) other similar socio-economic programs.
2. Notice. The Purchasing Officer shall include in the contract all appropriate provisions giving the contractor notice of these requirements. Where applicable, the Purchasing Officer shall include in the contract provisions the requirement that the contractor give similar notice to all of its subcontractors.

## **XI. Payment to Vendors**

- A. The City employee preparing the purchase order for goods or services under the programs covered by this policy shall not be the same employee that prepares the voucher for the payment for the goods or services covered by the purchase order. The employee preparing the payment voucher shall insure that there is a properly prepared purchase order or contract in place and invoices are properly prepared prior to preparing payment vouchers. The City Commission shall approve all payment vouchers.

## **XII. Minority Business Enterprise Participation Program**

- A. It shall be the policy of the City to encourage minority and women's business enterprises to submit proposals, bids or quotes. The Purchasing Officer is responsible for the coordination of the Minority Business Enterprise Program.
  1. Capital Improvement Project
    - a) Review: The Purchasing Officer and an appropriate department representative shall review each proposed project or bid to determine potential for utilization of MBE/WBEs. This review is based on known availability of capable MBE/WBEs in the area in relation to the scope of the bid package and considers how a project might be broken down into sub-bids.
  2. Contractor Responsibilities
    - a) Contractors are required to make good faith efforts to obtain MBE/WBE participation when so stipulated by bid specifications and/or contracts. If these efforts are unsuccessful, the contractor will submit a non-availability or refusal to participate and will request waiver of MBE/WBE participation.
    - b) The contractor who is the successful bidder will attend pre-construction conferences with appropriate City representatives to review the project scope and the MBE/WBE utilization plan.
    - c) The contractor who is the successful bidder must request a change order for any modification to the MBE/WBE plan. Change orders require Commission approval and are contingent on contractor documentation or MBE/WBE involvement in the change requested and documentation of cause for the change.
- B. Fulfilling MBE/WBE Participation Requirements

For the purpose of this policy, a general contractor may utilize the services of a MBE/WBE subcontractor, manufacturer and/or supplier in estimating and satisfying the scope of work, provided that written contract/agreement is executed between the general contractor and the subcontractor, manufacturer, and/or the supplier.

## **XIII. Waiver of Bid Bond Requirements**

The Commission may at its discretion, waive any of the requirements of this Section when it is determined to be in the best interest of the City provided such action does not violate federal code, state statutes, Rule 73C-23 Florida Administrative Code, or program requirements.

## **XIV. Bid List**

A bid list for the purpose of bid solicitations shall be maintained by the City. The list shall consist of firms that apply.

- A. The City staff may remove firms from the bid list for any of the following reasons:
  1. Consistent failure to respond to bid invitations three (3) consecutive instances within the last eighteen month period; or

2. Failure to update the information on file including address, product or service description or business description.
- B. The Commission may remove firms from the bid list for the following reasons:
1. Failure to perform according to contract provisions;
  2. Conviction in a court of law of any criminal offense in connection with the conduct of business;
  3. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals or the awarding of contracts;
  4. Clear and convincing evidence that the vendor has attempted to give a Commission employee, officer or agent a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Commission's purchasing activity;
  5. Violation or circumvention of the Minority Business Enterprise Program; or
  6. Other reason deemed appropriate by the City Commission.
- C. This policy is consistent with and subordinate to the City Purchasing Policy. Wherever conflicts may exist, the provision in the Purchasing Policy will prevail.

## **XV. Reporting**

- A. The Purchasing Officer or appropriate person will report, at least annually, to the Commission on the status of the Minority Business Enterprise Program.
- B. Records will be maintained reflecting participation of local minority and women owned businesses and shall be reported.

## **XVI. Severability Clause**

Each separate provision of this program is deemed independent of all other provisions herein so that if any provision or provisions be declared invalid, all other provisions hereof shall remain valid and full force and effect.

THIS Policy ADOPTED THIS \_\_\_\_ day of \_\_\_\_\_, 2017, by the Board of City Commissioners, City of Port St. Joe, Florida.

BOARD OF CITY COMMISSIONERS  
CITY OF PORT ST. JOE, FLORIDA

By: \_\_\_\_\_  
James "Bo" Patterson  
Mayor-Commissioner

ATTEST:

\_\_\_\_\_  
Charlotte M. Pierce  
City Clerk

RESOLUTION 2017-09

A RESOLUTION OF THE CITY OF PORT ST. JOE REPEALING RESOLUTION #2008-09, ESTABLISHING A LOCAL PREFERENCE POLICY IN AWARD OF CITY'S CONTRACTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Joe desires to enhance the economic opportunities of its citizens; and

WHEREAS, the city of Port St. Joe has an interest to stimulate the local economy and ensure jobs for its citizens; and

NOW THEREFORE, BE IT RESOLVED BY THE PEOPLE OF PORT ST. JOE, FLORIDA, that

1. Resolution #2008-09 is repealed in its entirety;
2. A responsive bid/by a responsible resident bidder shall be given preference over the lowest responsive bid submitted by a non-resident responsible bidder with the ability to match the lowest bid.
3. A resident bidder shall mean:
  - a. An individual whose primary residence is within the Gulf County, Florida,
  - b. A partnership whose principals are all residents of Gulf County, Florida,
  - c. A Florida corporation, limited liability company, or other business entity whose principal place of business is within Gulf County, Florida, or which maintains a full time business office open to the public within Gulf county, Florida.

With these and other contributing factors the Board of City Commissioners reserve the right to award a bid which will be in the best interest of the City.

THIS RESOLUTION ADOPTED this \_\_\_\_ day of \_\_\_\_\_.

CITY COMMISSION OF THE CITY OF  
PORT ST. JOE, FLORIDA

BY: \_\_\_\_\_  
JAMES "BO" PATTERSON  
MAYOR COMMISSIONER

Attest: \_\_\_\_\_  
Charlotte M. Pierce  
Auditor/Clerk



**RFP # 2017-07**  
**City Pier Improvement Project**  
**May 26, 2017** May 30, 2017  
**3:05 P.M.** 12:45 PM  
**City Commission Conference Room**

[illegible]

**Palmetto Plantation, LLC**

LIC. # Cgc1509702

457 Ponderosa Pines #5

Port St Joe, FL 32456

229 560 7804

5-24-2017

Attn: Charlotte Pierce, City Clerk

City of Port St Joe, FL

P. O. Box 278

Port St Joe, FL 32456

Please accept this as my bid for the renovations for the Port St Joe city Pier improvement RFP2017-07. I submit a lump sum bid for this job in the amount of \$29,300.00.

Thanks,

Palmetto Plantation, LLC

A handwritten signature in black ink, appearing to be 'G. Hamm', with a long horizontal stroke extending to the right.

George P. Hamm