

CITY OF MARGATE, FLORIDA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CODE OF THE CITY OF MARGATE, FLORIDA, REPEALING ARTICLE II SECTIONS 2-25 THROUGH 2-31, AND 2-39; CREATING NEW SECTIONS 2-23 THROUGH 2-33 AND 2-39; PROVIDING FOR PURCHASE OF MATERIALS, SUPPLIES, SERVICES, EQUIPMENT, CONSTRUCTION, AND PROJECTS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

**SECTION 1:** The Code of Ordinances of the City of Margate, Florida, Article II - Finances, Section 2-23 - Purpose and intent, shall read as follows<sup>1</sup>:

**Section 2-23. Purpose and intent.**

(a) General. The section applies to all purchases of materials, supplies, services, equipment, construction and projects by the City except as provided herein. In the event of a conflict between the provisions of this Section and any applicable state or federal law, the most stringent shall prevail.

(b) Purpose and Intent. The purpose and intent of this Article shall be to generally prescribe the manner in

<sup>1</sup> NOTE: This entire Ordinance recites new language and therefore the City Attorney's office has not underscored the entire Ordinance.

1           which the City shall control the purchase of  
2 materials, supplies, services, equipment and certain  
3 contractual services. This Article shall be construed  
4 and applied to promote its underlying purposes. The  
5 underlying purposes are:

- 6           (1) To obtain the materials, supplies, services,  
7 equipment, construction and projects required by  
8 City departments in order for those departments,  
9 in a cost effective and responsive manner, to  
10 better serve the City's residents and businesses;
- 11           (2) To uphold the highest standards and best practices  
12 through the adoption and adherence with public  
13 procurement profession values and guiding  
14 principles of accountability, ethics,  
15 impartiality, professionalism, service and  
16 transparency;
- 17           (3) To provide fair and equitable treatment of all  
18 persons who transact business with the City;
- 19           (4) To maximize the purchasing value of public funds  
20 in the procurement of goods and services;
- 21           (5) To provide safeguards for the quality and  
22 integrity of the City's procurements;

1 (6) To maintain a high ethical standard for all  
2 officers and employees of the City in connection  
3 therewith; and

4 (7) To require all parties involved in the  
5 negotiation, performance, or administration of  
6 City contracts to act in good faith.

7 (c) Contracts to which this Article is applicable. This  
8 Article applies only to contracts solicited or entered  
9 into after the effective date of this Article. Nothing  
10 in this Article shall be construed to prohibit the City  
11 from complying with the terms of a grant, gift, or  
12 cooperative agreement.

13 (d) Supplementary general principles of law applicable.  
14 Unless displaced by the particular provisions of this  
15 Code, the principles of law and equity, including the  
16 Uniform Commercial Code of the State of Florida, shall  
17 supplement the provisions of this Article.

18 (e) Severability. If any provision of this Code or any  
19 application thereof to any person or circumstance is  
20 held invalid, such invalidity shall not affect other  
21 provisions or application of this Code which can be  
22 given effect without the invalid provision or  
23 application, and to this end the provisions of this  
24 Code are declared to be severable.

1 (f) Determinations. Written determinations required by  
2 this Code shall be retained in the appropriate official  
3 contract file of the Purchasing Division or the using  
4 department.

5 (g) Public access to procurement information. Procurement  
6 information shall be a public record to the extent  
7 permitted by Florida Statutes, and shall be available  
8 to the public as provided in such statutes.

9 (h) Authorization for the use of electronic transmissions.  
10 The use of electronic media, including acceptance of  
11 electronic signatures, is authorized consistent with  
12 State of Florida applicable statutory, regulatory or  
13 other guidance for use of such media, as long as such  
14 guidance provides for:

15 (1) Appropriate security to prevent unauthorized  
16 access to the bidding, approval, and award  
17 processes; and

18 (2) Accurate retrieval or conversion of electronic  
19 forms of such information into a medium that  
20 permits inspection and copying.

21 (i) Nonapplicability to cooperative bidding or direct purchase  
22 from other governmental agencies or educational  
23 institutions. The requirements herein shall not be  
24 applicable for any supplies, materials, equipment,

1 projects, construction, public works projects,  
2 improvements, or services that are purchased under a  
3 cooperative bidding procedure, in conjunction with or  
4 directly from any other governmental agency or educational  
5 institution where the supplies, materials, equipment,  
6 projects, public works projects, services, or improvements  
7 are purchased pursuant to the official procedures of the  
8 other governmental agency, or to the extent permitted by  
9 Florida Statutes.

10 (j) Procurement of Goods and Services Using Federal Grant  
11 Funds. When procuring goods and services using federal  
12 grant funds, and a cooperative bidding procedure is  
13 utilized, the City shall comply with all federal  
14 procurement regulations.

15  
16 **SECTION 2:** The Code of Ordinances of the City of  
17 Margate, Florida, Article II - Finances, Section 2-24 -  
18 Definitions, shall read as follows:  
19

20 **Sec. 2-24 - Definitions.**

21 The words defined in this Section shall have the  
22 meanings set forth below whenever they appear in this Code,  
23 unless:

- 24 (1) The context in which they are used clearly  
25 requires a different meaning; or

1 (2) A different definition is prescribed for a  
2 particular article or provision.

3 *Addendum/addenda* means a formal written notification to  
4 prospective bidders or proponents which provides clarification  
5 of the requirements for a solicitation. Addenda are also used  
6 to summarize clarifications made during a pre-bid or pre-  
7 solicitation conference. Whenever a potential bidder/proponent  
8 requests information or a clarification regarding information  
9 that is not clearly referenced in a solicitation document, it  
10 is necessary to provide all bidders and proponents with the  
11 information in writing, using the addendum document.

12  
13 *Administrative policy* means a formal written policy or  
14 procedural guideline governing the operational process for  
15 carrying out various fiduciary functions of government on a  
16 City-wide basis. Administrative policies are approved and  
17 issued by the City Manager.

18  
19 *Advertisement* means a formal announcement of an invitation for  
20 a solicitation, usually placed in a newspaper of general  
21 circulation or on an Internet website.

22  
23 *Best and final offer (BAFO)*: In a competitive negotiation, the  
24 final proposal submitted after negotiations are completed that

1 contains the proposer's most favorable terms for price,  
2 services and products to be delivered. Sometimes referred to as  
3 BAFO and utilized during the request for proposal method of  
4 procurement.

5  
6 *Best value* means the highest overall value to the City based on  
7 relevant factors that may include but are not limited to price,  
8 quality, design and workmanship.

9 *Bid bond* means a bid security in the form of a bid surety,  
10 certified check, cashier's check, in the amount of 5% or cash  
11 that ensures that the bidder will be capable of entering into a  
12 contract and subsequently provide the required performance and  
13 payment bonds within a specified period of time.

14  
15 *Business* means any corporation, partnership, individual, sole  
16 proprietorship, joint stock company, joint venture, or any  
17 other legal entity.

18  
19 *Business day* means any day that City Hall is open for business,  
20 Monday through Thursday, 8:00 a.m. to 6:00 p.m., excluding any  
21 day that is a City observed holiday.

22  
23 *Calendar day* or "*day*" means a consecutive 24 hour period  
24 running from 12:01 a.m. to midnight.

1 *Change order* means any written alteration or modification to a  
2 contract executed by the City in accordance with the terms of  
3 the contract, directing the contractor to make changes due to  
4 unanticipated conditions or developments which do not  
5 substantially alter the scope of the work contracted for, and  
6 which do not vary so substantially from the original  
7 specifications as to constitute a new undertaking.

8  
9 *Construction* means the process of building, altering,  
10 repairing, improving, or demolishing any public facility,  
11 including any public improvements of any kind to real property,  
12 including roadways, utilities, infrastructure, and facility  
13 site work. Construction does not include the routine operation,  
14 routine repair, or routine maintenance of any existing public  
15 infrastructure facility, including structures, buildings or  
16 real property.

17  
18 *Construction manager at risk* means a construction delivery  
19 method allowing the project owner to choose a construction  
20 manager who assumes the risk of construction, rehabilitation,  
21 or repair of a public facility at the contracted price as a  
22 general contractor and provides consultation to the City  
23 regarding construction during and after the design.

1 *Consultants' Competitive Negotiations Act (CCNA)* (or Simplified  
2 Acquisition Threshold for federal grant purposes) means Section  
3 287.055, Fla. Stat., governing the procurement of  
4 architectural, engineering, land surveyor and mapping or  
5 landscape architect services.

6  
7 *Contingent or contingency contract* means an agreement by which  
8 the contractor's revenue is generated from a commission,  
9 percentage or other fee that is conditioned upon the success  
10 that a person has in securing a contract, or based on  
11 performance of a contract.

12  
13 *Continuing services agreement or contract* means a contract for  
14 professional services entered into in accordance with Section  
15 287.055, Fla. Stat., in which a firm provides professional  
16 services for projects in which construction costs, and costs  
17 for a study activity do not exceed the 10 current thresholds  
18 outlined in Section 287.055, Fla. Stat., or for work of a  
19 specified nature as outlined in the contract required by the  
20 City: providing for a termination clause.

21  
22 *Contract* means all types of City agreements, regardless of what  
23 they may be called, for the procurement or disposal of  
24 supplies, services, or construction between parties with

1 binding legal and moral force, usually exchanging goods or  
2 services for money or other consideration. Any modification  
3 requires an analysis of reasonableness and price.

4  
5 *Contract modification* means written alteration in  
6 specifications, delivery point, rate of delivery, period of  
7 performance, price, quantity, or other provisions of any  
8 contract accomplished by mutual action of the parties to the  
9 contract.

10  
11 *Contractor* means any person or business having a contract with  
12 a governmental body or that contracts to perform work or  
13 services, or provides goods or supplies to the City.

14  
15 *Contractual services* means, without limitation, the purchase of  
16 insurance, printing, gas, electricity, fuel, cleaning services;  
17 the purchase, installation, rental repair and maintenance of  
18 equipment and machinery, and other personal property; lease of  
19 real property and office space, and all other contractual  
20 supplies, materials and equipment and services not specifically  
21 excluded from the requirements of this Article.

22  
23 *Cost Analysis* means a method to determine if the proposed  
24 procurement provides a reasonable cost for goods and services

1 offered. This analysis is only required when the procurement  
2 involves federal funds, and exceeds the simplified acquisition  
3 threshold. Additionally, a cost or price analysis is required  
4 for contract modifications, inadequate price competition, or  
5 for sole source procurements. For federally funded projects,  
6 the City must make independent estimates before receiving bids.

7  
8 *Data* means recorded information, regardless of form or  
9 characteristic.

10  
11 *Debarment* means the disqualification of a person to receive  
12 solicitations or the award of contracts by the City for a  
13 specified period of time, commensurate with the gravity of the  
14 offense or the failure or inadequacy of performance.  
15 Additionally, any federal or state debarment list shall be  
16 utilized as a consideration. For purposes of federal grants  
17 consulting [sam.gov](http://sam.gov) for federal debarment lists is required.

18  
19 *Design-bid-build* means a construction project delivery method  
20 in which the City sequentially awards separate contracts, the  
21 first for architectural and engineering services to design the  
22 project, and the second for construction of the project  
23 according to the design.

24

1     *Design-build* means a construction project delivery method in  
2     which the City enters into a single contract for design and  
3     construction of an infrastructure facility as defined in  
4     Section 287.055, Fla. Stat. For purposes of federal grants,  
5     design-build contracts shall not include a cost plus or similar  
6     provision.

7  
8     *Designee* means a person who is chosen to represent or given the  
9     authority to act on behalf of another person of authority.

10  
11     *Electronic* means electrical, digital, magnetic, optical,  
12     electromagnetic, or any other similar technology.

13     *Employee* means an individual drawing a salary from a  
14     governmental body, whether elected or not.

15  
16     *Emergency purchase* means a purchase needed as a result of an  
17     accident, disaster or other circumstances creating a public  
18     emergency, because using ordinary procurement regulations would  
19     result in delays that may threaten life or an improved property

20  
21     *Excess supplies* (see also "surplus property") means any  
22     tangible personal property having a remaining useful life but  
23     that is no longer required by the City department in possession  
24     of the property.

1     *Governmental body* means any unit or association of units of  
2     federal, state or local government, any public authority which  
3     has the power to tax, any other public entity created by  
4     statute and any other entity that expends public funds for the  
5     procurement of supplies, services or construction.

6  
7     *Grant* means a contribution, gift, or subsidy made for specific  
8     purposes, frequently made conditional upon specific performance  
9     by the grantee.

10  
11     *Gratuity* means a gift, payment, loan, subscription, advance,  
12     deposit of money, services or anything of more than nominal  
13     value (as that term is used in the Broward County Code of  
14     Ethics), presented or promised, unless consideration of  
15     substantially equal or greater value is received.

16  
17     *Immediate family member* means a parent, spouse, child, sibling,  
18     or registered domestic partner.

19  
20     *Invitation for bids* means a written solicitation for  
21     competitive sealed bids with the title, date and hour of the  
22     public bid opening designated and specifically defining the  
23     commodity, group of commodities, or services, specifications  
24     and all contractual terms and conditions for bids that are

1 sought. Unless specifically authorized by this Code, no  
2 negotiation is permitted, and the contract award is granted to  
3 the lowest priced responsive and responsible bid that conforms  
4 to the requirements set forth in the bid document.

5  
6 *Invitation to negotiate* means a written solicitation for  
7 competitive sealed replies to one or more vendors with which to  
8 negotiate for the procurement of commodities or services.

9  
10 *Job order contracting* means a construction delivery method in  
11 which the City awards a term contract agreement providing for  
12 unit pricing for individual tasks of a project for construction  
13 services based on individual quotations prepared on a project-  
14 by-project basis. Unit pricing is normally predicated on the  
15 compilation of a task guide reflecting local construction  
16 market conditions where contractors bid a general discount or  
17 add-on factor.

18  
19 *Performance bond* means a contract of guarantee, executed  
20 subsequent to award by a successful bidder, to protect the City  
21 from loss due to the bidder's inability to complete the  
22 contract as agreed. The bond ensures that the project will be  
23 able to be completed in the event that the bonded contractor  
24 defaults on its contract.

1 *Person* means any business, individual, committee, club, other  
2 organization, or group of individuals.

3  
4 *Procurement* or *purchase* means buying, purchasing, renting,  
5 leasing, or otherwise acquiring any supplies, services,  
6 materials, equipment, construction, projects or any other  
7 purchase, including but not limited to all functions that  
8 pertain to the obtaining of any supply, service, or  
9 construction, including a description of the requirements,  
10 selection and solicitation of sources, preparation and award of  
11 contract, and all phases of contract administration.

12 *Procurement officer* means the Purchasing Manager who serves as  
13 head of the Purchasing Division, which is established as the  
14 central procurement office of the City of Margate.

15  
16 *Professional services* means services within the scope of a  
17 particular area of practice, such as the practice of  
18 architecture, landscape architecture, land surveying and  
19 professional engineering which are governed by CCNA, auditing  
20 services, which are governed by § 218.391, Fla. Stat., and  
21 other professional services, including but not limited to law,  
22 management consulting, medicine, real estate appraising, or  
23 other area of expertise.

1     *Public notice* means the distribution or dissemination of  
2 information to interested parties using methods that are  
3 reasonably available. Such methods will often include  
4 publication in newspapers of general circulation, posting on a  
5 bulletin board, electronic or paper mailing lists, and  
6 website(s) designated by the City and maintained for that  
7 purpose.

8  
9     *Purchase request* means a document in which a City department  
10 requests that a contract be entered into for a specified need,  
11 and may include but is not limited to the technical description  
12 of the requested item, delivery schedule, transportation,  
13 criteria for evaluation, suggested sources of supply, and  
14 information supplied for the making of any written  
15 determination required by this Code.

16  
17     *Request for proposals (or competitive sealed proposals)* means a  
18 written solicitation for competitive sealed proposals with the  
19 title, date and hour of deadline for submittal. The request for  
20 proposals is used when it is impractical for the agency to  
21 define a detailed scope of work. The request for proposal  
22 document is used to solicit proposals from potential providers  
23 of goods and services (offerors). Requests for proposals are  
24 evaluated using various criteria that may or may not include

1 price. When used as an evaluation factor, price may not be the  
2 primary evaluation factor, but the proposal document shall  
3 state the relative importance of price as well as any other  
4 evaluation criteria. A request for proposal provides for the  
5 negotiation of all terms, including price, prior to contract  
6 award, and may include a provision for the negotiation of a  
7 BAFO. Requests for proposal may be a single step or a multi-  
8 step process.

9  
10 *Request for qualifications* means a written solicitation that is  
11 issued to obtain statements of the qualifications, competence  
12 and availability of potential responders (typically  
13 professional architectural, engineering, surveying, mapping,  
14 and/or other related design and consulting services) for a  
15 particular project or continuing professional service.  
16 Proposals for the compensation to be paid under any resulting  
17 contract are considered only during competitive negotiations  
18 with the most qualified, short-listed firm(s).

19  
20 *Responsible bidder or offeror* means a person, business or  
21 contractor who has the capability in all respects to fully  
22 perform the contract requirements and the experience, capacity,  
23 facilities, equipment, credit, sufficient qualified personnel,

1 and record of timely and acceptable past performance that will  
2 assure good faith performance for a City project or purchase.

3  
4 *Responsive bidder or offeror* means a person, business or  
5 contractor whose response to a bid or proposal substantially  
6 conforms in all material respects to the requirements and  
7 criteria set forth in the invitation or solicitation. This  
8 includes such aspects as following bid instructions for proper  
9 submittal, completing all necessary forms included with the  
10 solicitation, providing information required by the  
11 solicitation, and complying with all terms, conditions and  
12 specification requirements enumerated in the solicitation.

13  
14 *Services* means the furnishing of labor, time, or effort by a  
15 contractor in which the anticipated cost of materials does not  
16 exceed 50% of the anticipated total purchase price.

17  
18 *Signature* means a manual or electronic identifier, or the  
19 electronic result of an authentication technique attached to or  
20 logically associated with a record that is intended by the  
21 person using it to have the same force and effect as a manual  
22 signature.

1     *Single source* refers to a supply source for goods or services  
2     to which purchases are directed because of issues related to  
3     standardization, warranty, consistency with existing service  
4     providers, or other factors, even though other competitive  
5     sources may be available.

6  
7     *Sole source* refers to a situation created due to the inability  
8     to obtain competition. This situation may result because only  
9     one vendor or supplier possesses the unique ability or  
10    capability to meet the particular requirements of the user, or  
11    situations where only one economically viable source is capable  
12    of providing the service or item that the City seeks to  
13    purchase. Sole sources may be characterized by a marketplace  
14    where there is only one vendor because items are patented or  
15    geographically franchised.

16  
17    *Specification*, also known as *purchasing description*, means a  
18    precise description of the physical or functional  
19    characteristics of a product, good or construction item, a  
20    description of goods and/or services, or a description of what  
21    the purchaser seeks to buy and what a bidder must be responsive  
22    to in order to be considered for award of a contract.  
23    Specifications generally fall under the following categories:  
24    design, performance, combination (design and performance),

1 brand name or approved equal, qualified products list and  
2 samples.

3  
4 *Supplies* means all tangible property, including but not limited  
5 to equipment, materials, and commodities required for ongoing  
6 operational City requirements, excluding land or permanent  
7 interest in land.

8  
9 *Surplus property* means any tangible personal property or real  
10 property no longer having use to the City. Surplus property  
11 includes obsolete supplies, scrap materials, and non-expendable  
12 supplies that have completed their useful life cycle.

13  
14 *Term contract or agreement* means a contract in which a source  
15 or sources of supply are established to provide for needs for a  
16 specified period of time for specified services or supplies at  
17 an agreed upon unit price(s).

18  
19 *Urgent purchase* means a purchase, whether or not previously  
20 budgeted, needed for a time-sensitive infrastructure repair or  
21 to meet health or life safety needs, or as determined by the  
22 City Manager. Under such circumstances, using ordinary  
23 procurement regulations would result in delays that may  
24 threaten life or an improved property.

1     *Using agency/department* means any department, division,  
2     activity, agency, board, commission, or other unit in City  
3     government that procures commodities, construction, or services  
4     that derive their support wholly or in part from City funds as  
5     provided in this Article.

6  
7     *Vendor* means a supplier/seller of goods and services or a  
8     reference to a provider of products or services.

9  
10    *Written or in writing* means the product of any method of  
11    forming characters on paper, other materials, or viewable  
12    screens, which can be read, retrieved, and reproduced,  
13    including information that is electronically transmitted and  
14    stored.

15  
16            **SECTION 3:**     The Code of Ordinances of the City of  
17    Margate, Florida, Article II - Finances, Section 2-25 -  
18    Purchasing procedures, shall read as follows:

19  
20    **Sec. 2-25. - Purchasing procedures.**

21    (a)     Procedure generally.   Where bids, requests for  
22            proposals, and letters of interest are required under  
23            the applicable Subsections of Sections 2-26 and 2-27 of  
24            this Code and the applicable procedure has not been  
25            dispensed with pursuant to any provision of the above  
26            Sections of the Code or where bids, requests for

1 proposals, and letters of interest are requested at the  
2 discretion of the City Commission or City  
3 Administration, all projects, franchises, services,  
4 supplies, materials or equipment shall be requested as  
5 follows:

6 (1) All bids, requests for proposals, and letters of  
7 interest for projects, services, supplies,  
8 materials or equipment, and cooperative agreements  
9 shall be approved by the City Manager. Each member  
10 of the City Commission shall be notified in  
11 advance of any bidding or the approval of said  
12 bids, requests for proposals, cooperative  
13 agreements and letters of interest upon  
14 anticipation that purchase of said project,  
15 service, supply, material or equipment shall  
16 reasonably exceed \$50,000.

17 (2) All bids, requests for proposals, and letters of  
18 interest for franchises shall be approved by the  
19 City Commission.

20 (3) All responses to solicitations received by the  
21 City for City projects, franchises, services,  
22 supplies, materials or equipment, shall be

1 received by the Purchasing Manager or his/her  
2 designee at a designated time and place.

3 (4) All awards for City projects, franchises, supplies  
4 or equipment that cost over \$50,000 shall be  
5 authorized by the City Commission.

6 (5) In implementation of this Section, all articles,  
7 services, supplies, projects, materials, or  
8 equipment which can be reasonably construed as one  
9 project shall be considered as one project for  
10 purposes of determining the amount of the bid,  
11 request for proposals or letters of interest to be  
12 made.

13 (6) Any purchase of services up to \$25,000 shall be  
14 made by the Department Director or designee  
15 without further action.

16 (7) All services that cost greater than \$25,000 shall  
17 be authorized by the City Manager.

18 (8) All services that cost greater than \$50,000 shall  
19 be authorized by the City Manager with  
20 notification to the City Commission.

21 (b) All purchases of goods and services shall be processed  
22 through the Purchasing Division. The Purchasing Manager  
23 shall act as the principal public purchasing officer

1 for the City, is responsible for the procurement of  
2 materials, services, supplies, equipment, construction  
3 and projects in accordance with this Article, as well  
4 as the disposal of surplus equipment or supplies, and  
5 is authorized to promulgate procedures for the  
6 requisitioning of materials, services, supplies,  
7 equipment, construction and projects.

8 (c) Surplus. Disposal of surplus or obsolete personal  
9 property in excess of \$25,000 per item shall be made  
10 only after approval by the City Commission. The value  
11 of the item shall be the original cost less accumulated  
12 depreciation. The City Manager shall approve the  
13 surplus list prior to disposal.

14  
15 The City Manager shall determine the best method of  
16 disposal of surplus equipment or supplies, including  
17 but not limited to auction, on-line auction, trade-in,  
18 donation, sale or scrapping of items.

19 (d) Insurance requirements. The Risk Manager, with the  
20 concurrence of the City Attorney and Purchasing  
21 Manager, may establish guidelines for determining the  
22 type and minimum limits of liability, workers'  
23 compensation and other forms of insurance coverage,  
24 including endorsements, that may be required for each

1 type of contract. The City of Margate shall be named as  
2 an additional insured for any required general  
3 liability coverage and all required endorsements shall  
4 be provided by the contractor or consultant. From time  
5 to time, the City may require a contractor or  
6 consultant to provide the City with professional  
7 liability errors and omissions coverage. Firms unable  
8 to comply with the requirements of this Section may be  
9 considered to be non-responsive vendors and precluded  
10 from doing business with the City.

11 **SECTION 4:** The Code of Ordinances of the City of  
12 Margate, Florida, Article II, Finances, Section 2-26 -  
13 Purchasing - Purchasing restrictions, shall read as follows:  
14

15 **Sec. 2-26. - Purchasing restrictions; when bids, requests for**  
16 **proposals or letters of interest required.**

17 (a) Employees and their immediate family members shall not  
18 participate or submit a bid on any City solicitation.

19 (b) All references herein authorizing the City Manager or  
20 administration to purchase without further authority of  
21 the City Commission shall be construed to limit such  
22 purchases to those items or projects previously  
23 budgeted or otherwise authorized by the City  
24 Commission.

25 (c) Responsibilities and authority.

1 (1) Any purchase of supplies, materials or equipment  
2 not exceeding the sum of \$3,500 shall be made by  
3 the using Department Director or designee,  
4 utilizing a variety of sources whenever possible,  
5 without further action.

6 (2) Any purchase of supplies, materials, or equipment  
7 over the sum of \$3,500 and not exceeding the sum  
8 of \$10,000 for budgeted items shall be by informal  
9 quote (phone or facsimile). Any purchase of  
10 supplies, materials, equipment, or projects over  
11 the sum of \$10,000 and not exceeding the sum of  
12 \$25,000 shall be by formal written quotation. The  
13 Purchasing Division shall endeavor to obtain a  
14 minimum of three quotations unless the Purchasing  
15 Division can demonstrate that only one source is  
16 available.

17 (3) Where said purchases are in excess of \$25,000 for  
18 budgeted items, invitations for written sealed  
19 bids or request for proposals shall be publically  
20 noticed at least once.

21 (4) For procurements that are a combination of services  
22 and supplies or materials, procurement  
23 requirements shall be based upon the anticipated  
24 value of the supplies and materials. If the

1 anticipated value of the services exceeds 50% of  
2 the contract, then procurement requirements shall  
3 be based upon the anticipated total value of  
4 services, supplies, and materials, but the  
5 services thresholds shall be utilized.

6 (5) For all purchases, the Finance Department shall  
7 verify that the purchase request has sufficient  
8 unencumbered funds to cover the purchase, or that  
9 a budget amendment (which are performed annually)  
10 or transfer is in process for approval by the City  
11 Manager or designee or City Commission.

12 Summary of thresholds (excluding services):

|                                 |                                |
|---------------------------------|--------------------------------|
| 13 Up to \$3,500                | approved by Department         |
| 14                              | Director or designee           |
| 15 Over \$3,500 up to \$10,000  | three informal quotes          |
| 16 Over \$10,000 up to \$25,000 | three formal quotes            |
| 17 over \$25,000                | written sealed bids or request |
| 18                              | for proposals or other         |
| 19                              | solicitations                  |

20  
21 (d) Exclusions. This Article shall not apply to:

22 (1) The procurement of dues and memberships in trade  
23 or professional organizations; registration fees  
24 for trade and career fairs; subscriptions for  
25 periodicals and newspapers; advertisements;  
26 postage; expert witness; legal and mediation

1 services; lobbying services; abstracts of title  
2 for real property; title searches and  
3 certificates; title insurance for real property;  
4 real estate appraisal services; water, sewer,  
5 telecommunications and electric utility services;  
6 copyrighted materials or patented materials  
7 including but not limited to technical pamphlets,  
8 published books, maps, testing or instructional  
9 materials; fees and costs of job-related seminars  
10 and training; regulatory licenses and permit fees;

11 (2) Items purchased for resale to the general public;  
12 for example, supplies for a City-owned concession  
13 area;

14 (3) Purchase of groceries;

15 (4) Artistic services or works of art;

16 (5) Travel expenses, hotel accommodations and hotel  
17 services;

18 (6) City-sponsored events held at venues not owned by  
19 the City;

20 (7) Entertainment and entertainment-related services  
21 for City-sponsored events;

22 (8) Purchase of motor vehicle license plates from a  
23 governmental agency;

1 (9) Persons or entities retained as "expert  
2 consultants" to assist the City in litigation, or  
3 in threatened or anticipated litigation;

4 (10) Educational or academic programs;

5 (11) Health services involving examination, diagnosis,  
6 treatment, prevention, medical consultation, or  
7 administration;

8 (12) Auditing services that are not subject to the  
9 requirements of Chapter 218, Fla. Stat., Part III;

10 (13) The purchase of items critical to the security of  
11 City facilities and security technology, and

12 (14) Any services identified in § 287.057, Fla. Stat.,  
13 as being exempt from competitive bid/request for  
14 proposal requirements.

15 (e) Public notice. Adequate public notice of a formal  
16 procurement for bids shall be given not less than 10  
17 calendar days prior to the date set forth for the  
18 opening of bids, except as provided for in §  
19 255.0525(2) Fla. Stat., or in accordance with  
20 procedures as may be promulgated by the Purchasing  
21 Manager. The Purchasing Manager shall designate a means  
22 of distribution or dissemination of information to  
23 interested parties using methods that are reasonably  
24 available. The notice shall state the place, date and

1 time of the bid opening. When the projected cost of a  
2 City construction project exceeds the bid threshold set  
3 forth in § 255.0525(2), Fla. Stat., or the simplified  
4 acquisition threshold for federal grant purposes, bids  
5 for that project shall be advertised in accordance with  
6 procedures outlined in the statute, or in accordance  
7 with 2CFR Chapter 2, Part 200 guidelines, respectively.

8 (f) The requirements of Subsection (c)(3) as to bids,  
9 request for proposals, or letters of interest and  
10 advertising may be waived by appropriate resolution of  
11 the City Commission.

12 (g) Where in the opinion of the City Manager there is  
13 deemed to be a situation requiring an emergency or  
14 urgent purchase, the City Manager and the Purchasing  
15 Manager may jointly approve a purchase as an exception  
16 to the purchasing requirements of this Article in order  
17 to obviate, prevent or otherwise cure or avoid any  
18 damage or injury which may be caused or prevented by  
19 such purchase. A report of any such purchases made and  
20 the reasons therefor shall forthwith be made to the  
21 City Commission.

22 (h) Addenda. After an invitation for bids is issued and  
23 before the submission deadline, the Purchasing Division  
24 may issue one or more written addenda for the purpose

1 of clarifying specifications or other matters relating  
2 to the bid. The Purchasing Manager or designee may  
3 establish a deadline for written questions concerning  
4 the bid, after which time, no additional questions will  
5 be accepted.

6 (i) Bid opening. The following procedures shall apply to  
7 all bid openings:

8 (1) Sealed. Bids shall be submitted sealed to the  
9 Purchasing Division and shall be clearly  
10 identified in accordance with the terms of the  
11 invitation for bids, as bids on the exterior of  
12 the envelope or other casing or wrapping sealing  
13 the contents of the bid from view.

14 (2) Copies. The appropriate number of copies of the  
15 bid as required by the invitation for bids shall  
16 be required to be submitted prior to bid opening.

17 (3) Opening. Bids shall be opened publicly in the  
18 presence of one or more witnesses at the time and  
19 place designated in the invitation for bids. The  
20 amount of each bid, and such other relevant  
21 information as the Purchasing Manager deems  
22 appropriate, together with the name of each bidder  
23 shall be documented in accordance with or exempted  
24 by Florida Public Records law.

1 (4) Tabulation. A tabulation of all bids, and each bid  
2 shall be open for public inspection in accordance  
3 with the Florida Public Records law.

4 (5) Late receipt. No late bids shall be accepted or  
5 opened; if received after the date and time called  
6 for in the bid notice, late bids shall be returned  
7 unopened to the bidder.

8 (j) Bid acceptance. Bids shall be unconditionally accepted  
9 without alteration or correction except as authorized  
10 in this Code.

11 (k) Correction or withdrawal of bids; cancellation of  
12 awards. Correction or withdrawal of inadvertently  
13 erroneous bids shall be permitted up to the time of bid  
14 opening. Mistakes discovered before bid opening may be  
15 withdrawn by written notice received in the office  
16 designated in the invitation for bids prior to the time  
17 set for bid opening. Any modification prior to the bid  
18 opening must be submitted in a sealed envelope prior to  
19 the scheduled opening of the bid in the same manner as  
20 the original submittal.

21 After bid opening, no changes in bid prices or other  
22 provisions of bids prejudicial to the interests of the  
23 City or fair competition shall be permitted. In lieu of

1 bid correction, a low bidder alleging a material  
2 mistake may be permitted to withdraw its bid if:

3 (1) The mistake is clearly evident on the face of the  
4 bid document, but the intended correct bid is not  
5 similarly evident; or

6 (2) The bidder submits evidence that clearly and  
7 convincingly demonstrates that a mistake was made.

8 All decisions to permit the correction or withdrawal of bids  
9 after bid opening, based on bid mistakes, shall be supported by  
10 a written determination made by the Purchasing Manager.

11 (1) Bid evaluation. Bids shall be evaluated based on the  
12 requirements set forth in the invitation for bids,  
13 which may include criteria to determine acceptability  
14 such as inspection, testing, quality, workmanship,  
15 delivery, and suitability for a particular purpose.  
16 Those criteria that will affect the bid price and be  
17 considered in evaluation for award shall be objectively  
18 measurable, such as discounts, transportation costs,  
19 and total or life cycle costs. The invitation for bids  
20 shall set forth the evaluation criteria to be used,  
21 including past performance. No criteria may be used in  
22 bid evaluation that is not set forth in the invitation  
23 for bids.

1 (m) Award. Award of a bid/contract, if it be awarded,  
2 will be made to the bid that is deemed to be in the  
3 best interest of the City of Margate as determined in  
4 the sole discretion of the City. In the event that all  
5 the bids for a project exceed available funds, the  
6 Purchasing Manager is authorized, when time or economic  
7 considerations preclude re-solicitation, to negotiate a  
8 reduced scope of work and an appropriate adjustment of  
9 the bid price, including changes in the bid  
10 requirements, with the recommended bidder, in order to  
11 bring the bid within the amount of available funds. The  
12 City may reject any and all bids as it deems  
13 appropriate and in its best interest as determined in  
14 the sole discretion of the City.

15 (n) Tie bids.

16 (1) If all responsive bids received are for the same  
17 total amount or unit price, quality and service  
18 being equal, the tie bid may be resolved by  
19 lottery. Such lottery shall be conducted by the  
20 City Manager or designee, and shall be open to the  
21 public.

22 (2) The City may split the award of a contract when it  
23 is to the City's advantage.

1 (o) No bids received. If no bids for goods or services are  
2 received, the Purchasing Manager shall have the  
3 authority to negotiate terms and pricing with firms  
4 that provide the goods or services sought; providing  
5 for reasonable cost analysis.

6  
7 **SECTION 5:** The Code of Ordinances of the City of  
8 Margate, Florida, Article II - Finances, Section 2-27 -  
9 Contracts for construction of public works and improvements;  
10 procedure for letting, shall read as follows:  
11

12 **Sec. 2-27. - Contracts for construction of public works and**  
13 **improvements; procedure for letting.**

14 (a) Advertisement for written, sealed bids or proposals  
15 shall be given in the same manner as provided in  
16 Subsection 2-26(e), Public notice.

17 (b) All sealed bids for public improvements and public  
18 works shall be accompanied by a certified check in the  
19 amount of 5% or in the sum set forth in the  
20 specifications; this check shall be a guarantee that  
21 the bidder will, if deemed necessary by the Purchasing  
22 Manager, properly execute a satisfactory contract and  
23 furnish good and sufficient bonds. As soon as a  
24 satisfactory contract has been executed and the bonds  
25 furnished and accepted, a reimbursement check will be  
26 provided to the bidder. The certified checks of the

1 unsuccessful bidders shall be returned to them upon the  
2 acceptance of the bid of the successful bidder.  
3 Provided, that if the successful bidder shall not enter  
4 into, execute and deliver a contract and furnish the  
5 required bonds within 10 days of receiving notice to do  
6 so, the check and the proceeds thereof shall  
7 immediately become the property of the City as  
8 liquidated damages. In lieu of a certified check, a  
9 bidder may provide a bid bond to accompany his bid  
10 which shall be for a like sum, and shall be executed by  
11 a qualified corporate surety, and shall conform to the  
12 terms as required above for certified checks. Said bid  
13 bond shall be approved by the City Attorney.

14 (c) The successful bidder, along with an executed contract  
15 to be approved by the City Attorney, shall furnish a  
16 performance bond in a sum equal to the total amount  
17 payable by the terms of the contract, executed by a  
18 qualified corporate surety, conditioned for the due and  
19 faithful performance of work and providing in addition  
20 to all other conditions that if the contractor or  
21 his/her or its subcontractor or subcontractors fails to  
22 duly pay for any labor, materials, team, hire,  
23 sustenance, provisions, or other supplies used or  
24 consumed by such contractor, or his/her or its

1 subcontractor or subcontractors, in performance of the  
2 work to be done, the surety will pay the same, in the  
3 amount not exceeding the sum provided in such bond, and  
4 that the successful bidder shall indemnify and save  
5 harmless the City of Margate to the extent of any and  
6 all payments in connection with the carrying out of the  
7 contract which the City may be required to make under  
8 the law.

9 For projects under \$50,000, performance and/or bid bonds may be  
10 waived at the discretion of the City Manager. For any projects  
11 where bonds are waived, payments shall be made to the  
12 contractor upon satisfactory completion of a portion of the  
13 work, as determined by the using Department Director, and then  
14 final payment shall be released upon final completion.

15 **SECTION 6:** The Code of Ordinances of the City of  
16 Margate, Florida, Article II - Finances, Section 2-28 - Award  
17 of bids, requests for proposals, letters of interest, and  
18 other solicitations, shall read as follows:  
19

20 **Sec. 2-28. - Award of bids, requests for proposals, letters of**  
21 **interest, and other solicitations.**

22 (a) All awards for bids, requests for proposals, letters of  
23 interest, and other solicitations of \$50,000 or less as  
24 required in Sections 2-26 and 2-27 of the City Code  
25 shall be authorized by the City Manager.

1 (b) All awards for bids, requests for proposals, letters of  
2 interest, and other solicitations in excess of \$50,000  
3 as required in Sections 2-26 and 2-27 of the City Code  
4 shall be authorized by the City Commission.

5 (c) All awards for bids, requests for proposals, letters of  
6 interest, and other solicitations as required in  
7 Sections 2-26 and 2-27 of the City Code shall be made  
8 in the best interest of the City as determined at the  
9 sole discretion of either the City Manager or the City  
10 Commission as above provided.

11 (d) The City reserves the right to reject any and all bids,  
12 request for proposals, letters of interest, and other  
13 solicitations, or any part thereof, or waive any  
14 informality in any bid, request for proposal, letter of  
15 interest or other solicitation, in its sole and  
16 absolute discretion.

17 **SECTION 7:** The Code of Ordinances of the City of  
18 Margate, Florida, Article II - Finances, Section 2-29 - Method  
19 of making local municipal improvements; state law adopted,  
20 shall read as follows:  
21

22 **Sec. 2-29. - Method of making local municipal improvements;**  
23 **state law adopted.**

24 Chapter 170, Fla. Stat., is adopted and incorporated into the  
25 City ordinances of the City of Margate as the City of Margate's  
26 method of making local municipal improvements, providing for

1 assessments and collection thereof, and providing for the  
2 issuance of bonds to pay for the costs of such assessments.

3 **SECTION 8:** The Code of Ordinances of the City of  
4 Margate, Florida, Article II - Finances, Section 2-30 -  
5 Professional consulting and design services, shall read as  
6 follows:  
7

8 **Sec. 2-30. - Professional consulting and design services.**

9 Contracts for professional consulting and design services,  
10 including professional engineering, landscaping, architectural  
11 or surveying services must be procured in accordance with CCNA.  
12 Pursuant to CCNA, the City of Margate promulgates the following  
13 regulations regarding the acquisition of professional  
14 engineering, landscaping, architectural or surveying services:

15 (1) Approval of project requirements. The using Department  
16 Director shall submit to the City Manager written  
17 project requirements indicating the nature and scope of  
18 the professional services needed, and shall also  
19 include but not be limited to the following:

20 (a) The general purpose of the service or study;

21 (b) The objectives of the service or study;

22 (c) The estimated period of time needed for the  
23 service or study;

1 (d) Whether the proposed service or study would or  
2 would not duplicate any prior or existing service or  
3 study;

4 (e) List all current contracts or prior services or  
5 studies which are related to the proposed service or  
6 study.

7 (2) Distribution of project requirements. The Purchasing  
8 Division will be responsible for distributing the scope  
9 of the project or study to prospective applicants and  
10 will provide for public notice.

11 (3) Quotation of fees. Administration shall require  
12 interested persons to submit a quotation of their  
13 proposed fees for the performance of the professional  
14 services unless prohibited by recognized professional  
15 codes of ethics or law.

16 (4) Selection and Evaluation Committee (SEC). In selecting  
17 professional services pursuant to this Section, the SEC  
18 shall be comprised of five members as follows:

19 City Manager or designee – One member;

20 Purchasing Division – One member;

21 Finance Department – One member;

1 Department of environmental and engineering services - One  
2 member;

3 Department involved - One member.

4 The City Manager shall have the right to add additional members  
5 to the SEC as deemed appropriate, and determine if the members  
6 are to be voting or non-voting members. The number of voting  
7 members shall always be an odd number.

8 (5) Selection procedures.

9 (a) The SEC shall evaluate the statements of  
10 qualifications submitted by all proposers, shall  
11 conduct discussions with and may require  
12 presentations by no fewer than three firms  
13 regarding their qualifications, approach to the  
14 project, and ability to furnish the required  
15 services; however, if less than three proposals  
16 are received, the SEC may interview those firms  
17 submitting responses. All expenses, including  
18 travel expenses for interview incurred in the  
19 preparation of the proposal shall be borne by the  
20 proposer. After presentations and interviews have  
21 been completed, the SEC shall rank all responses  
22 and determine the response that is most  
23 advantageous to the City.

1 (b) The ranking of firms shall be based on the SEC's  
2 ability to differentiate qualifications applicable  
3 to the scope and nature of the request for  
4 proposals. Such determination shall be based on  
5 but not necessarily be limited to:

6 (1) The proposer's demonstrated understanding of  
7 the City's requirements and plans for meeting  
8 those requirements;

9 (2) The professional qualifications, related  
10 experience and adequacy of the personnel assigned  
11 to the project;

12 (3) The prior experience and references of the  
13 proposer;

14 (4) The prior experience, if any, that the  
15 proposer has had with the City of Margate;

16 (5) All other statutory requirements of the CCNA  
17 as applicable to the specific procurement,  
18 including whether the firm is a certified minority  
19 business enterprise as used in Section 287.055,  
20 Fla. Stat.

21 (c) Upon reaching Commission consensus on the  
22 recommendation by the SEC, the City shall  
23 negotiate with the number one ranked firm, and  
24 upon completion of negotiations, shall make a

1 recommendation to the City Commission for contract  
2 award. If negotiations are not successful with  
3 the number one ranked firm, the City shall  
4 terminate negotiations with the number one ranked  
5 firm and negotiate with the next highest ranked  
6 firm and so on until a negotiated agreement is  
7 reached.

8 (6) Conducting of competitive negotiations. Competitive  
9 negotiations shall be conducted by staff as approved by  
10 the City Commission.

11 (7) Meetings of SEC. All meetings of the SEC shall be  
12 subject to and held in conformity with the requirements  
13 of the Florida Sunshine Law.

14 **SECTION 9:** The Code of Ordinances of the City of  
15 Margate, Florida, Article II - Finances, Section 2-31 -  
16 Design-build contracts, shall read as follows:  
17

18 **Sec. 2-31. - Design-build contracts.**

19 (a) Applicability: Where the City Manager determines to  
20 utilize a design-build concept for any City project, as  
21 provided by Section 287.055(10), Fla. Stat., this  
22 Section shall be applicable.

23 (b) For each design-build project, the City shall provide,  
24 or have prepared for it, a design criteria package as  
25 defined in Section 287.055, Fla. Stat.

1 (c) For each design-build project, proposals shall be  
2 requested as follows:

3 (1) The City shall solicit competitive proposals  
4 pursuant to the design criteria package from  
5 qualified design-build firms and shall evaluate  
6 responses submitted by said firms based upon the  
7 evaluation criteria provided in the solicitation  
8 documentation.

9 (2) There shall be consultation with the individual  
10 who has sealed the design criteria package for the  
11 City in the selection of the design-build firm for  
12 compliance with the project construction and for  
13 other advice.

14 (3) There shall be the qualification and selection of  
15 no fewer than three design-build firms that are  
16 deemed to be the most qualified, based upon the  
17 qualifications, availability and past work of the  
18 firms, including the partners or members thereof.

19 (4) Each proposal shall be evaluated or considered on  
20 the basis of price, technical and design aspects  
21 of the public improvement project as weighted for  
22 each project. For federal grants, cost plus and  
23 percentage of cost must not be utilized.

1 (5) Selection of a proposal for recommendation to the  
2 City Commission for award shall be by a committee  
3 as provided for in Section 2-28.

4 **SECTION 10:** The Code of Ordinances of the City of  
5 Margate, Florida, Article II - Finances, Section 2-32 Appeals  
6 and remedies, shall read as follows:  
7

8 **Sec. 2-32. Appeals and remedies.**

9 (a) Applicability. This Section shall apply to protests  
10 relative to formal competitive solicitations.

11 (1) Protests; right to protest. Any actual or  
12 prospective bidder, offeror, or contractor who is  
13 aggrieved in connection with the solicitation or  
14 award of a contract may protest to the Purchasing  
15 Manager. The protest shall be submitted in writing  
16 within five business days after such aggrieved  
17 person knows or should have known of the facts  
18 giving rise thereto or the posting of a notice of  
19 award, whichever is earlier.

20 (2) Timely submittal of protest or appeal required.  
21 Failure of a party to timely submit a written  
22 protest to the Purchasing Manager within the time  
23 provided in this Section shall constitute a waiver  
24 of such party's right to protest pursuant to this  
25 Section.

1 (3) Contract claims. All claims by a contractor  
2 against the City relating to a contract shall be  
3 submitted in writing to the Purchasing Manager.  
4 The contractor may request a conference with the  
5 Purchasing Manager on a submitted claim. Claims  
6 include, without limitation, disputes arising  
7 under a contract and those based upon breach of  
8 contract, mistake, misrepresentation, or other  
9 cause for contract modification or rescission.

10 (4) Service of a protest. Service of a protest by mail  
11 or courier shall not expand the time period  
12 allowed for delivery of a protest.

13 (b) Authority to resolve protests and contract claims.

14 (1) Protests. The Purchasing Manager, after consulting  
15 with the City Attorney, shall have the authority  
16 consistent with this Code to settle and resolve a  
17 protest of an aggrieved bidder, offeror, or  
18 contractor, actual or prospective, concerning the  
19 solicitation or award of a contract.

20 (2) Contract claims. The Purchasing Manager, after  
21 consulting with the City Attorney, shall have the  
22 authority to resolve contract claims, subject to  
23 the approval of the City Manager or City  
24 Commission, as applicable, regarding any

1 settlement that will result in a change order or  
2 contract modification.

3 (c) Decision. If a protest brought pursuant to Subsection (a)  
4 of this Section is not resolved by mutual agreement, the  
5 Purchasing Manager shall promptly issue a decision in  
6 writing to the protesting party upholding or denying the  
7 protest or staying the award process for further  
8 investigation. A copy of the decision shall be mailed or  
9 otherwise furnished to the protestant or claimant and any  
10 other party intervening. The decision shall state the  
11 reasons for the action taken.

12 (d) Finality of decision. A decision under Subsection (c) of  
13 this Section shall be final unless within three business  
14 days from the date of receipt of the decision, the  
15 protestant or claimant files a written appeal with the  
16 City Manager.

17 (e) Authority of the City Manager. The City Manager shall have  
18 jurisdiction to review and determine any appeal by an  
19 aggrieved party from a determination by the Purchasing  
20 Manager regarding a protest or contract claim. Such  
21 decision shall be final and conclusive.  
22

- 1 (f) Protest limitations. A written protest may not challenge  
2 the relative weight of evaluation criteria or a formula  
3 for assigning points.
- 4 (g) Protest fee required. Upon the filing of a formal written  
5 protest, the contractor or vendor shall submit payment to  
6 the City of Margate of an amount equal to the greater of  
7 five percent of the total bid or estimated contract  
8 amount, or \$5,000.
- 9 (h) Consideration of timely protests. The City's consideration  
10 of a timely written protest shall not necessarily stay the  
11 award process, as may be in the best interest of the City.  
12 The Purchasing Manager, through the City Manager, may  
13 recommend to the City Commission to render moot any  
14 written protest that would substantially impede the City's  
15 ability to act in its own best interest, in which case the  
16 City Commission may abate or dismiss such protest.
- 17 (i) Costs. Any and all costs incurred by a protesting party in  
18 connection with a protest pursuant to this Section shall  
19 be the sole responsibility of the protesting party.
- 20 (j) If the protest fails or is not sustained, the protest fee  
21 shall be forfeited to the City. If the protest is  
22 successful or is sustained, the protest fee shall be  
23 returned to the protesting party within 10 business days  
24 of the decision.

1           **SECTION 11:**     The Code of Ordinances of the City of  
2 Margate, Florida, Article II - Finances, Section 2-33  
3 Authority to debar or suspend, shall read as follows:  
4

5     **Sec. 2-33. - Authority to debar or suspend.**

6     (a)     Authority.    The City Manager or designee, after  
7             reasonable notice to the person involved and reasonable  
8             opportunity for that person or firm to be heard, is  
9             authorized to debar a vendor or bidder for cause from  
10            consideration for award of contracts. Debarment shall  
11            not be for a period of more than three years.

12    (b)     Causes for debarment or suspension. The causes for  
13             debarment or suspension include the following:

14            (1) Conviction for the commission of a criminal  
15             offense as an incident to obtaining or attempting  
16             to obtain a public or private contract or  
17             subcontract, or in the performance of such  
18             contract or subcontract;

19            (2) Conviction under state or federal statutes of  
20             embezzlement, theft, forgery, bribery,  
21             falsification or destruction of records, receiving  
22             stolen property, or any other offense indicating a  
23             lack of business integrity or business honesty  
24             which currently, seriously, and directly affects  
25             responsibility as a contractor;

1 (3) Conviction under state or federal antitrust  
2 statutes arising out of the submission of bids or  
3 proposals or contracts;

4 (4) Inclusion on any federal debarment list;

5 (5) Violation of contract provisions, as set forth  
6 below, of a character which is regarded by the  
7 City Manager or designee to be so serious as to  
8 justify debarment action:

9 (a) Deliberate failure without good cause to  
10 perform in accordance with the contract  
11 documents or within the time limit provided  
12 in the contract; or

13 (b) A recent record of failure to perform or of  
14 unsatisfactory performance in accordance with  
15 the terms of one or more contracts, provided  
16 that failure to perform or unsatisfactory  
17 performance caused by acts beyond the control  
18 of the contractor shall not be considered to  
19 be a basis for debarment; or

20 (c) Refusal to perform a contract after the  
21 contract is accepted by the City and awarded  
22 to the vendor; or

23 (d) Any other cause the Purchasing Manager  
24 determines to be so serious and compelling as

1 to affect the responsibility as a contractor,  
2 including but not limited to debarment by  
3 another governmental entity for any cause; or

4 (e) Violation of the City's ethical standards.

5 (c) Decision. The Purchasing Manager shall issue a written  
6 decision to debar or suspend. The decision shall state the  
7 reasons for the action taken.

8 (d) Notice of decision. A copy of the decision shall be mailed  
9 or otherwise furnished immediately to the debarred or  
10 suspended person and any other party intervening.

11 (e) Appeal. The decision shall be final unless within 10  
12 calendar days from the date of receipt of the decision,  
13 the protestant or claimant files a written appeal with the  
14 City Manager.

15 (f) Authority of the City Manager. The City Manager shall have  
16 jurisdiction to review the Purchasing Manager's decision  
17 regarding suspension or debarment and decide whether or  
18 the extent to which the debarment or suspension was in  
19 accordance with this Section, was in the best interest of  
20 the City, and was fair. Such decision by the City Manager  
21 shall be final and conclusive, and shall be rendered  
22 within ten business days of receipt of the written appeal  
23 to the City Manager.

24

1           **SECTION 12:**     The Code of Ordinances of the City of  
2 Margate, Florida, Article II - Finances, 2-39 - Grants, shall  
3 read as follows:  
4

5           **Section 2-39.           Grants**

6           (a)       Election to utilize 2 CFR Chapter 2, Part 200 grace  
7                    period. The City elects to utilize the grace period  
8                    established in the Office of Management & Budget  
9                    Uniform Administrative Requirements, Cost Principles  
10                   and Audit Requirements for Federal Awards; Final Rule -  
11                   2 Code of Federal Regulations (CFR), Chapter II, Part  
12                   200, et al.

13          (b)       State, County, and private grants. The City shall  
14                    utilize the City's purchasing procedures in all  
15                    instances wherein a grant does not provide specific  
16                    purchasing procedures. If a grant specifies purchasing  
17                    procedures, the stricter procedures shall prevail.

18          (c)       This Section shall no longer be in effect after  
19                    December 26, 2017, unless an additional extension or  
20                    amendment is provided for in 2 CFR Chapter 2, Part 200.

21           **[Note to Municipal Code: The rest of this Article shall remain as**  
22           **codified.]**

23  
24           **SECTION 13:**     All ordinances or parts of ordinances in  
25                    conflict are repealed to the extent of such conflict.  
26

27           **SECTION 14:**     If any section, sentence, clause, or phrase  
28                    of this Ordinance is held to be invalid or unconstitutional by

1 a court of competent jurisdiction, then said holding shall in  
2 no way affect the validity of the remaining portions of this  
3 Ordinance.  
4

5 **SECTION 15:** It is the intention of the City Commission  
6 that the provisions of this Ordinance shall become and be made  
7 a part of the City of Margate Code, and that the Sections of  
8 this Ordinance may be renumbered or relettered and the word  
9 "Ordinance" may be changed to "Section", "Article" or such  
10 other appropriate word or phrase in order to accomplish such  
11 intentions.  
12

13 **SECTION 16:** This Ordinance shall become effective  
14 immediately upon adoption at its second reading.  
15

16 PASSED ON FIRST READING THIS \_\_\_\_\_ day of \_\_\_\_\_ 2017.

17 PASSED ON SECOND READING THIS \_\_\_\_\_ day of \_\_\_\_\_ 2017.

18  
19 ATTEST:  
20  
21

22 \_\_\_\_\_  
23 JOSEPH KAVANAGH  
24 CITY CLERK

\_\_\_\_\_   
MAYOR TOMMY RUZZANO

25  
26  
27 RECORD OF VOTE - 1ST READING      RECORD OF VOTE - 2ND READING

|    |          |       |          |       |
|----|----------|-------|----------|-------|
| 28 | Caggiano | _____ | Caggiano | _____ |
| 29 | Simone   | _____ | Simone   | _____ |
| 30 | Peerman  | _____ | Peerman  | _____ |
| 31 | Schwartz | _____ | Schwartz | _____ |
| 32 | Ruzzano  | _____ | Ruzzano  | _____ |