WORK SESSION AGENDA

***A M E N D E D**

CITY COUNCIL WORK SESSION | **COUNCIL CHAMBERS**
TUESDAY | **211 WEST ASPEN AVENUE**
05/14/2013 | **6:00 P.M.**

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

***A. PRESENTATION OF CITIZENS HEROISM AWARDS**

5. Preliminary Review of Draft Agenda for the May 21, 2013 City Council Meeting. *

** Public comment on draft agenda items may be taken under "Review of Draft Agenda Items" later in the meeting, at the discretion of the Mayor. Citizens wishing to speak on agenda items not specifically called out by the City Council for discussion under the second Review section may submit a speaker card for their items of interest to the recording clerk.*

6. Presentation on the Citizen Request Tracker (a.k.a. "Report a Concern") online tools.

7. 2013 Wildfire Update.

8. Discussion of Possible Feeding of Wildlife Ordinance.

9. Presentation on the City of Flagstaff's Procurement Code Manual.

10. Review of Boards and Commissions.

11. Review of Draft Agenda Items for the May 21, 2013 City Council Meeting.*

** Public comment on draft agenda items will be taken at this time, at the discretion of the Mayor.*

***A. <u>Consideration and Adoption of Resolution No. 2013-10</u> : A resolution of the City Council of the City of Flagstaff, Arizona, declaring as a public record THOSE certain documents filed with the City Clerk entitled the "2012 International Family of Codes, and the 2013 Amendments to City Code, Title 4, Building Regulations, and the ICC A117.1 Accessible and Usable Buildings and Facilities Standard, 2009 Edition"; which includes the International Building Code 2012 Edition; International Residential Code, 2012 Edition; International Plumbing Code, 2012 Edition; International Mechanical Code, 2012 Edition; International Fuel Gas Code, 2012 Edition; International Existing Building Code, 2012 Edition; International Energy Code, 2012 Edition; ICC A117.1, Accessible and Usable Buildings and Facilities Standard, 2009 Edition; and providing for amendments, additions, and deletions thereto. (ITEM 10-E OF THE 5/21/2013 DRAFT AGENDA)**

***B. <u>Consideration and Adoption of Ordinance No. 2013-12</u> : An ordinance of the City Council of the City of Flagstaff, Arizona, adopting the "2012 International Family of Codes, and the 2013 Amendments to City Code, Title 4, Building Regulations, and the ICC A117.1 Accessible and Usable Buildings and Facilities Standard, 2009 Edition" by reference and fixing the effective date thereof; repealing all sections of said code in conflict with this ordinance; preserving rights and duties that have already matured and proceedings that have already begun thereunder and providing penalties for the violation thereof. (ITEM 10-F OF THE 5/21/2013 DRAFT AGENDA)**

12. Public Participation

13. Informational Items To/From Mayor, Council, and City Manager.

14. Adjournment

<u>CERTIFICATE OF POSTING OF NOTICE</u>

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on_____, at _____ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

Dated this _____ day of _____, 2013.

_____
Elizabeth A. Burke, MMC, City Clerk

Memorandum

6.

CITY OF FLAGSTAFF

To:	The Honorable Mayor and Council
From:	David Sullivan, Management Intern
Date:	05/08/2013
Meeting Date:	05/14/2013

TITLE:

Presentation on the Citizen Request Tracker (a.k.a. "Report a Concern") online tools.

DESIRED OUTCOME:

To inform the City Council and public about the "Report a Concern" and the "Citizen Request Tracker" online tools.

INFORMATION:

Since the redesign of the City website, which went live in June of 2012, staff has taken advantage of a new online tool that allows citizens to submit comments and concerns over the internet. From reporting a pothole in the road to providing comments to Mayor and Council on future policy decisions, citizen concerns can be transmitted and tracked via the City website using these new online tools. With the Citizen Request Tracker (CRT) iPhone application now fully functional, staff is excited to introduce and market this new, convenient medium for citizens to communicate with their City government.

One of the most convenient ways to report a concern is through the CRT iPhone application. Staff will provide an informational presentation that will include a demonstration of the online tool that enables quick and mobile access to City services.

A tutorial for installing and using the online tool is attached.

Attachments: CRT iPhone App Tutorial

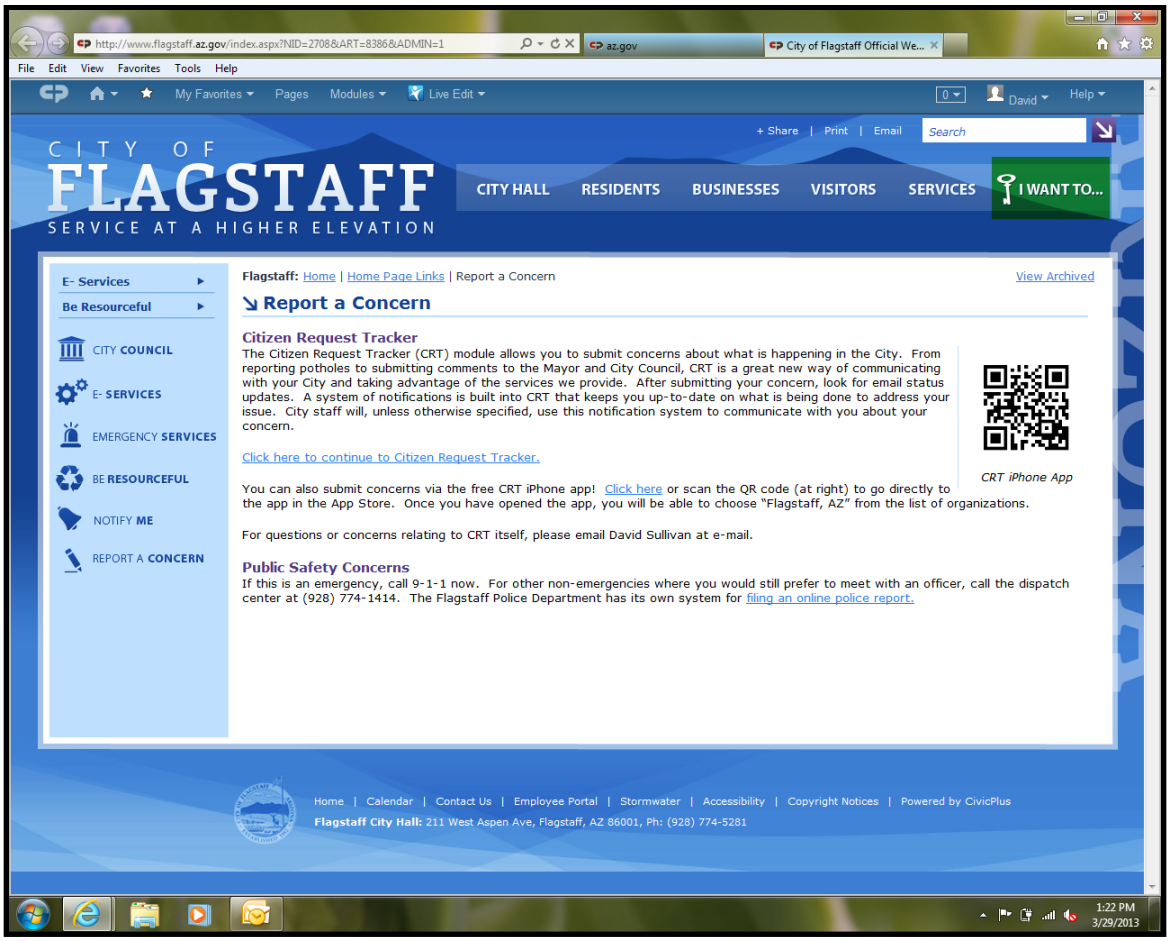
Form Review

Inbox	Reviewed By	Date
Public Information Officer	David Sullivan	05/08/2013 11:41 AM
Management Intern (Originator)	Stacy Saltzburg	05/08/2013 11:47 AM
Management Intern (Originator)	Stacy Saltzburg	05/09/2013 10:00 AM
Executive Assistant to City Manager	Stephanie Smith	05/09/2013 02:31 PM
Public Information Officer	Kimberly Ott	05/09/2013 02:44 PM
City Manager	Kevin Burke	05/10/2013 06:37 AM
DCM - Jerene Watson	Jerene Watson	05/10/2013 07:26 AM

Form Started By: David Sullivan — Started On: 05/08/2013 09:47 AM

Final Approval Date: 05/10/2013

Downloading and Using the CRT iPhone App



Getting the App:

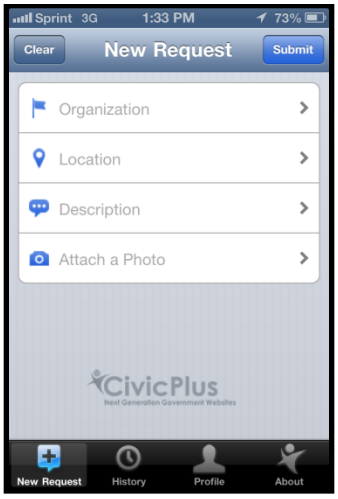
Scan the QR Code with your QR scanner or search for "Citizen Request Tracker" by CivicPlus in the App Store.

Getting the App:

Select the "INSTALL" button to proceed with the download and install.

Getting the App:

The app will now be available on your phone. Select it to continue.

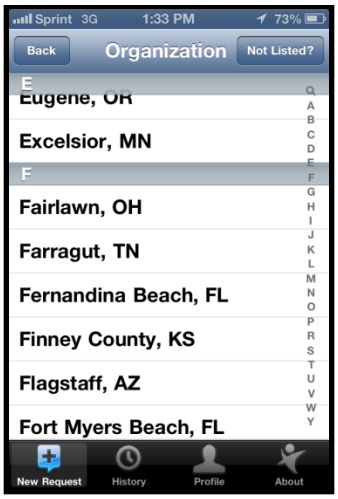


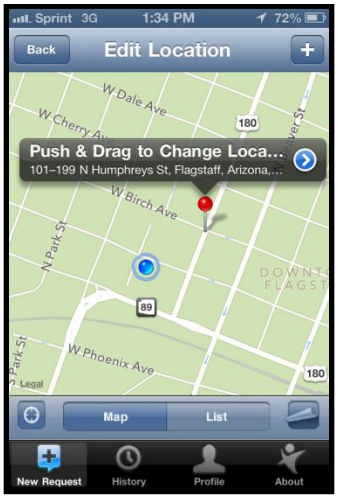
Using the App:

Once open, the app will display a series of four (4) fields. Begin by selecting "Organization."

Using the App:

Scroll down to "F" and select "Flagstaff, AZ." This will return you to the main page. Select "Location" to continue.



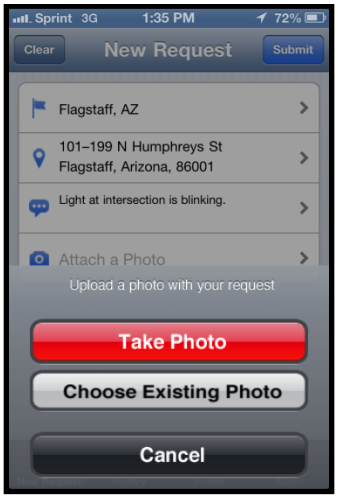


Using the App:

The blue dot is your current location. The red pin is the location of your concern. Hold and drag the pin to the location of your concern. Then select the blue button on the "Push & Drag" dialogue to continue.

Using the App:

You should again see the main page. Select "Description." This will give you a large field within which you can describe your particular concern. Select "Save" to continue.

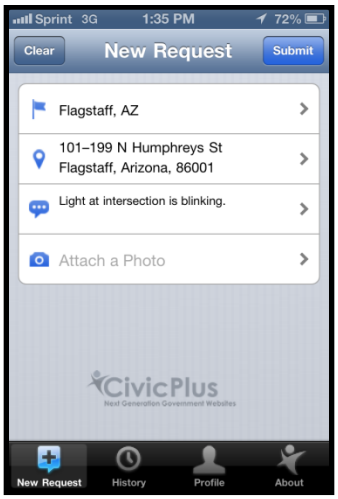


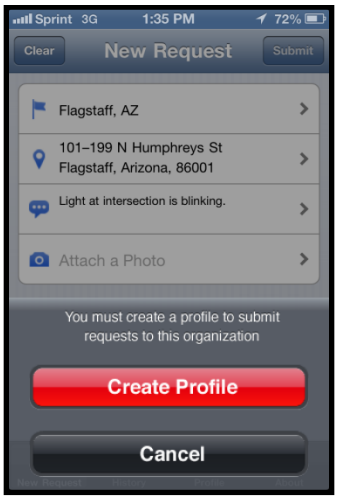
Using the App:

The last field on the main screen, "Attach a Photo," allows you to attach a photo of your concern. Follow the instructions to either take a photo now or to attach one taken previously.

Using the App:

You should now see something like this. Select "Submit" to finish your request.



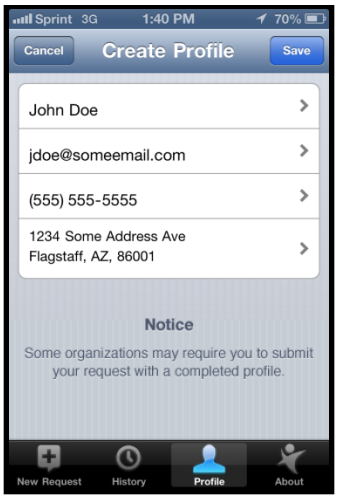


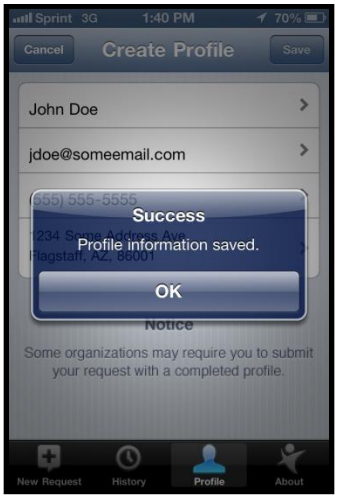
Your Profile:

If you have not already filled out your profile, this dialogue will appear. Click "Create Profile" if this applies to you.

Your Profile:

Fill out each line and then select "Save" to continue.





Your Profile:

You should see this confirmation once your profile information is accepted.

Thank You!

You should see this dialogue once your concern is successfully submitted. From here you can submit additional requests or view previously submitted ones.

Memorandum

7.

CITY OF FLAGSTAFF

To:	The Honorable Mayor and Council
From:	Jerry Bills, Deputy Fire Chief
Date:	05/09/2013
Meeting Date:	05/14/2013

TITLE:
2013 Wildfire Update.

DESIRED OUTCOME:
Informational exchange on the Regional Wildfire outlook.

INFORMATION:
This is the Flagstaff Fire Department's update on the seasonal wildfire outlook for the City and the region. There will be presenters from the Fire Department, the Flagstaff Police Department, the Forest Service, and the Coconino County Emergency Manager's office on preparations being made for the upcoming season.

Attachments:

Form Review

Inbox	Reviewed By	Date
Fire Chief	Michael Iacona	05/09/2013 11:15 AM
DCM - Josh Copley	Josh Copley	05/10/2013 08:57 AM

Form Started By: Jerry Bills
Started On: 05/09/2013 10:51 AM
Final Approval Date: 05/10/2013

Memorandum

8.

CITY OF FLAGSTAFF

To:	The Honorable Mayor and Council
From:	Kevin Burke, City Manager
Date:	05/06/2013
Meeting Date:	05/14/2013

TITLE:

Discussion of Possible Feeding of Wildlife Ordinance.

DESIRED OUTCOME:

Provide staff with direction regarding creating an ordinance that limits the feeding of Wildlife inside City limits.

INFORMATION:

Mayor Nabours requested an agenda item to discuss an ordinance that would limit the feeding of wildlife within the City limits. A majority of Council agreed to place such an item on the agenda. Mayor Nabours has requested a presentation by Arizona Game and Fish. This will be delivered to Council during the meeting. The Mayor has also crafted a draft ordinance which he anticipates introducing to the Council. Lastly, the Mayor requested, and the Police Department provided, statistics on the number of deer and elk accidents in past years. That information is attached.

Attachments: Elk Accidents

Form Review

Inbox	Reviewed By	Date
DCM - Jerene Watson	Jerene Watson	05/10/2013 07:01 AM

Form Started By: Kevin Burke

Started On: 05/06/2013 02:33 PM

Final Approval Date: 05/10/2013

DEER RELATD ACCIDENTS 2004 - 2013 (68 TOTAL)

DATE	TIME	LOCATION
06/06/05	1622	COYOTE SPRINGS / FORT VALLEY
09/23/10	1440	E ANDES DR
02/06/11	0537	E BUTLER AVE
06/03/11	1653	E BUTLER AVE / E SAWMILL RD
01/26/07	1759	E BUTLER AVE / E SAWMILL RD
11/12/10	0739	E BUTLER AVE / N CONTINENTAL DR
09/01/07	1626	E BUTLER AVE / N SKY VIEW ST
01/24/07	1847	E CEDAR AVE / N GEMINI DR
10/23/08	1832	E CEDAR AVE / N GEMINI DR
07/17/09	2137	E CEDAR AVE / N GEMINI DR
01/17/04	1812	E CEDAR AVE / N GEMINI DR
02/05/11	1929	E CEDAR AVE / N GEMINI DR
05/30/07	1256	E CEDAR AVE / N GEMINI DR
01/24/04	1837	E CEDAR AVE / N TURQUOISE DR
05/21/05	2221	E CEDAR AVE / N GEMINI DR
01/28/11	1810	E CEDAR AVE / N GEMINI DR
10/09/11	1936	E CEDAR AVE / N GEMINI DR
11/24/12	1816	E CEDAR AVE / N GEMINI DR
05/16/12	1215	E CEDAR AVE / N GEMINI DR
05/09/12	1959	E CEDAR AVE / N GEMINI DR
07/07/06	2133	E CHISHOLM TRL / S LAKE MARY RD
06/24/12	1000	E FOREST AVE / N GEMINI DR
08/19/04	1955	E FOREST AVE / N TURQUOISE DR
01/02/06	1816	E FOREST AVE / N TURQUOISE DR
11/15/12	1818	E FOREST AVE / N TURQUOISE DR
11/15/12	1818	E FOREST AVE / N TURQUOISE DR
06/26/12	2044	E FRONTIER AVE / S LAKE MARY RD
11/03/12	0025	E JACAMAR DR / N KASPAR DR
07/18/11	1720	E JOHN WESLEY POWELL BLVD / S LAKE MARY RD
10/21/12	1249	E LOCKETT RD / N TINDLE BLVD
12/07/12	2249	E PEBBLE BEACH DR
07/26/11	0916	E ROUTE 66
10/25/06	2217	E SAWMILL RD
06/03/11	1645	E SAWMILL RD / S LONE TREE RD
06/25/08	1538	FOREST / TURQUOISE
08/20/05	0633	HIGHWAY 89A / W PURPLE SAGE
08/01/06	0120	JW POWELL BLVD / LAKE MARY RD
09/04/05	1854	LAKE MARY RD / JW POWELL BLVD
08/02/06	2011	LAKE MARY RD / WILD LIFE
07/02/10	2056	LAKE MARY RD / WILDLIFE
11/16/07	0853	MUSEUM OF NORTHERN ARIZONA
07/20/07	0704	N BRONCO WAY / E HUNTINGTON DR
06/19/06	0726	N CANYON TERRACE DR / N SWITZER CANYON DR
04/19/06	2106	N COUNTRY CLUB DR / E CRICKET LN
01/17/04	2020	N COUNTRY CLUB DR / E SOLIERE AVE
12/07/08	0114	N COUNTRY CLUB DR / N OAKMONT DR
06/12/06	2015	N CREEKSIDE DR / N FORT VALLEY RD
11/18/09	0246	N ENTERPRISE RD / E ROUTE 66

10/29/05	0958	N FORT VALLEY RD
08/13/09	0833	N FORT VALLEY RD
10/03/08	1856	N FORT VALLEY RD / N WINDING BROOK RD
10/01/12	2132	N FORT VALLEY RD / N FREMONT BLVD
09/24/08	0033	N HIGHWAY 89
07/13/12	2339	N HIGHWAY 89
07/01/12	2339	N HIGHWAY 89
02/02/12	0724	N HIGHWAY 89
09/04/06	0128	N HIGHWAY 89 / N SNOWFLAKE DR
05/03/07	1809	N HIGHWAY 89 / E RAILHEAD AVE
12/09/10	0654	N HIGHWAY 89 / E TRAILS END DR
02/27/05	2318	N SWITZER CANYON DR
04/15/08	0607	N SWITZER CANYON DR
01/30/11	1748	N SWITZER CANYON DR / N SAN FRANCISCO ST
10/18/11	0009	S LAKE MARY RD
06/16/12	1708	S LAKE MARY RD
02/16/06	1915	S LONE TREE RD / E ZUNI DR
01/20/04	1408	US 180
12/06/05	1840	US 180 / MP 218
08/15/12	0648	W ROUTE 66 / S THOMPSON ST

68 TOTAL

ELK RELATED VEHICLE ACCIDENTS 2004 - 2012 (18TOTAL)

DATE	TIME	LOCATION
12/15/06	0650	E ACRETE LN / N CONTINENTAL DR
5/2/09	0002	E BUTLER AVE / E MOUNT PLEASANT DR
5/30/07	1256	E CEDAR AVE / N GEMINI DR
7/7/06	2133	E CHISHOLM TRL / S LAKE MARY RD
9/19/09	1915	E FRONTIER AVE / S LAKE MARY RD
11/21/09	1923	HIGHWAY 89A / J W POWELL
4/30/11	0210	I17 N / W JOHN W POWELL BLVD
1/1/08	1711	N COUNTRY CLUB DR / E SOLIERE AVE
12/7/08	0114	N COUNTRY CLUB DR / N OAKMONT DR
6/12/06	2015	N CREEKSIDE DR / N FORT VALLEY RD
1/31/06	0317	N FANNING DR / E LINDA VISTA DR
10/3/08	1856	N FORT VALLEY RD / N WINDING BROOK RD
8/3/05	0107	N HIGHWAY 89 / E RAILHEAD AVE
2/27/05	2318	N SWITZER CANYON DR
10/3/08	0441	S HECKETHORN RD / S LAKE MARY RD
10/11/07	1447	S HECKETHORN RD / S LAKE MARY RD
1/11/07	1516	S LONE TREE RD / E ZUNI DR
4/15/11	0024	W ROUTE 66 / S WOODY MOUNTAIN RD

18 TOTAL

ELK RELATED VEHICLE ACCIDENTS 2004 - 2012 (18TOTAL)

DATE	TIME	LOCATION
12/15/06	0650	E ACRETE LN / N CONTINENTAL DR
5/2/09	0002	E BUTLER AVE / E MOUNT PLEASANT DR
5/30/07	1256	E CEDAR AVE / N GEMINI DR
7/7/06	2133	E CHISHOLM TRL / S LAKE MARY RD
9/19/09	1915	E FRONTIER AVE / S LAKE MARY RD
11/21/09	1923	HIGHWAY 89A / J W POWELL
4/30/11	0210	I17 N / W JOHN W POWELL BLVD
1/1/08	1711	N COUNTRY CLUB DR / E SOLIERE AVE
12/7/08	0114	N COUNTRY CLUB DR / N OAKMONT DR
6/12/06	2015	N CREEKSIDE DR / N FORT VALLEY RD
1/31/06	0317	N FANNING DR / E LINDA VISTA DR
10/3/08	1856	N FORT VALLEY RD / N WINDING BROOK RD
8/3/05	0107	N HIGHWAY 89 / E RAILHEAD AVE
2/27/05	2318	N SWITZER CANYON DR
10/3/08	0441	S HECKETHORN RD / S LAKE MARY RD
10/11/07	1447	S HECKETHORN RD / S LAKE MARY RD
1/11/07	1516	S LONE TREE RD / E ZUNI DR
4/15/11	0024	W ROUTE 66 / S WOODY MOUNTAIN RD

18 TOTAL

Memorandum

9.

CITY OF FLAGSTAFF

To:	The Honorable Mayor and Council
From:	Rick Compau, Purchasing Director
Date:	05/08/2013
Meeting Date:	05/14/2013

TITLE:

Presentation on the City of Flagstaff's Procurement Code Manual.

DESIRED OUTCOME:

For review and to provide staff direction with regard to subject matter within the Procurement Code Manual that are discretionary policy decisions.

INFORMATION:

The purpose for developing this Procurement Code Manual is to provide comprehensive fundamental principles, practices and guidelines for how the City Procurement process works. The objectives of this Procurement Code Manual is to outline various procedures in order to provide and preserve a high standard of integrity and transparency with the City's procurement process and demonstrate leadership in the stewardship of taxpayer dollars involving the procurement of materials, services and construction.

The City presented Articles 1 through 9 at the March 26, 2013 Council work session and Articles 10 through 13 at the April 9, 2013 Council work session. The City intends to continue with a final presentation of the Procurement Code Manual with one (1) more Council work session, as follows:

3rd Session-- May 14, 2013 -- Review of Articles 10, 14, 25, 29 and 30 that pertain to subject matter that are discretionary policy decisions.

Attachments: Procurement Code Manual
Procurement manual Policy Decisions

Form Review

Inbox	Reviewed By	Date
Management Services Director	Barbara Goodrich	05/08/2013 02:40 PM
DCM - Josh Copley	Rick Compau	05/09/2013 08:42 AM
Purchasing Director (Originator)	Rick Compau	05/09/2013 03:25 PM
Management Services Director	Barbara Goodrich	05/09/2013 03:42 PM
DCM - Josh Copley	Josh Copley	05/10/2013 08:57 AM

Form Started By: Rick Compau — Started On: 05/08/2013 10:11 AM

Final Approval Date: 05/10/2013

PROCUREMENT CODE MANUAL

CITY OF FLAGSTAFF
PURCHASING SECTION

CITY OF FLAGSTAFF
211 W. ASPEN AVE.
FLAGSTAFF, ARIZONA 86001

DRAFT

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ARTICLE 1 ***PURPOSE; DIRECTOR AUTHORITY AND DUTIES; DELEGATION (A.R.S. 41-2511 and 41-2512)***

A. Purpose.

The City operates as a centralized Purchasing Section under the supervision of a Purchasing Director ("Director"), which shall have for its purpose the purchase of materials, services, and construction for the City and shall:

1. Establish efficient procurement, inventory and disposition of surplus personal property procedures;

2. Purchase all materials, services, and construction for the City at the lowest possible cost commensurate with quality needed;

3. Exercise positive financial control over purchases;

4. Clearly define authority for the purchasing function;

5. Assure the quality of purchases; and

6. Provide procurement assistance to all City Departments and Divisions;

B. Director Authority and Duties.

The Director shall:

1. Except as otherwise provided in this Procurement Code Manual, the Director shall establish rules consistent with this Procurement Code Manual, governing the procurement of all materials, services and construction to be procured by the City. Rules and procedures for the procurement of construction and professional design services, shall also be consistent with Arizona Revised Statutes, (A.R.S.) Title 34, Public Buildings and Improvements.

2. Except as otherwise provided in this Procurement Code Manual, procure all materials, services and construction required by any Department or Division of the City in accordance with the provisions of this Procurement Code Manual and such procurement rules as may be established pursuant to this Procurement Code Manual.

3. Establish rules and procedures for the management of inventories of material and surplus personal property belonging to the City.

4. Sell, trade or otherwise dispose of surplus personal property belonging to the City in compliance with requirements of the City Charter.

5. Establish and maintain programs for the inspection, testing and acceptance of materials, services and construction.

6. Discourage collusive and restrictive bidding and endeavor to obtain as fair and open competition as possible on all purchases.

7. Prepare and recommend to the City Council revisions and amendments to this Procurement Code Manual.

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8. Keep informed of current developments in the field of purchasing, prices, market conditions and new products.

9. Prescribe and maintain such procedures as necessary for the operation of the centralized procurement function.

10. Maintain a Bidder's list, material, service and construction references and all records needed for the efficient operations of the centralized purchasing function.

C. Delegation of Authority.

The Director hereby delegates the powers and duties of the Director authorized by this Procurement Code Manual to the Purchasing Section Staff.

ARTICLE 2 APPLICABILITY (A.R.S. 41-2501)

A. The provisions of this Procurement Code Manual apply only to procurements initiated after its effective date. The City Attorney's office, in consultation with the Director, shall interpret the provisions the provisions of this code in the event of any ambiguity.

B. The provisions of this Procurement Code Manual are applicable to every purchase of materials, services and construction with public monies, including federal grants, and federal assistance monies except as otherwise provided in this section. Nothing in this Procurement Code Manual shall supersede the **Flagstaff City Charter**, or the terms and conditions of any grant, gift or bequest accepted by the City Council. If the procurement involves the expenditure of grants, federal assistance or contract monies or is subject to state law, the director shall comply with federal and state law and authorized regulations which are mandatorily applicable and which may not be reflected in this Procurement Code Manual.

C. Contracts for construction, as defined in Article 12, and contracts for the services of architects or engineers to be used in connection with construction contracts shall be governed by the provisions of A.R.S. Title 34, Public Buildings and Improvements. Procedures and other provisions of this Procurement Code Manual, and rules established pursuant thereto, shall apply to such contracts only to the extent such Procurement Code Manual provisions, procedures and rules are not inconsistent with A.R.S. Title 34, Public Buildings and Improvements.

D. Professional services, such as appraisals, title searches/reports and policies, used in support of Real Property Transactions, are subject to all applicable Sections of this Procurement Code Manual.

E. The following contracts are not subject to this Procurement Code Manual:

1. Intergovernmental agreements;

2. Agreements negotiated by the Risk Management Manager or the City Attorney for the settlement of litigation or threatened litigation; and

3. Easement Agreements or Right of Entry Agreements.

ARTICLE 3 SUPPLEMENTARY GENERAL PRINCIPLES OF LAW (City Charter)

Nothing in this Procurement Code Manual shall supersede Article VIII, "Contracts", Sections 1 through 10, of the Flagstaff City Charter.

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ARTICLE 4 DEFINITIONS (A.R.S. 41-2503)

The words defined in this section shall have the meanings set forth below whenever they appear in this Procurement Code Manual, unless the context in which they are used clearly requires a different meaning or a different definition is prescribed for a particular provision.

Addendum means any formal notification of any revision to pertinent information contained in either an informal or formal solicitation.

Advantageous means in the best interest of the City.

Affiliate means any person whose governing instruments require it to be bound by the decision of another person or whose governing board includes enough voting representatives of the other person to cause or prevent action, whether or not the power is exercised. It may also include persons doing business under a variety of names, or where there is a parent-subsidiary relationship between persons.

Alternative Project Delivery Methods means construction related projects that utilize Construction-Manager-At-Risk, Design-Build or Job-Order-Contracting, instead of the traditional Design-Bid-Build method of construction project delivery.

Authorized Purchase means any purchase that has been requisitioned and that has gone through the appropriate approval processes.

Best and Final Offer means a formal process, conducted by the Purchasing Agent as the last phase of a Request for Proposals process after formal discussions and/or Proposer presentations are conducted.

Best Interests of the City means advantageous to the City.

Brand Name or Approved Alternate Specification means a specification that uses one (1) or more manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other characteristics needed to meet City requirements, and that provides for the submission of equivalent products.

Brand Name Specification means a specification limited to one (1) or more items by manufacturers name or catalogue numbers.

Business means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.

Capital Improvements means construction related projects involving the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any public real property.

Change Order means a written order, approved by the City's Change Order Committee and signed by an authorized agent of the City, which directs the contractor or the City, to make changes that are authorized by the change order clause of the original contract.

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

Construction Manager means a person who provides management and/or technical services required to implement a capital project pursuant to the project guidelines.

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Construction-Manager-At-Risk (CMAR) means a project delivery method in which:

(A) There is a separate contract for design services and a separate contract for construction services.

(B) The contract for construction services may be entered into at the same time as the contract for design or at a later time.

(C) Design and construction of the project may be in sequential phases or concurrent phases.

(D) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

Contract means all types of City agreements, regardless of what they may be called, for the procurement of materials, services, or construction or the disposition of personal property.

Contract Modification means any written alteration in the terms and conditions of any contract accomplished by mutual action of the parties to the contract.

Contractor means any person who has a contract with the City.

Cost Data means information concerning the actual or estimated cost of labor, material, overhead, and other cost elements that have been actually incurred or that are expected to be incurred by the contractor in performing the contract.

Data means documented information, regardless of form or characteristic.

Days mean calendar days unless otherwise specified.

Debarment means an action taken by the director, under the provisions of this Procurement Code Manual, to prohibit a person from participating in City procurements for three (3) years.

Department/Division means an organizational work unit as defined by the City of Flagstaff Organization Chart.

Designee means a duly authorized representative of a person holding a superior position.

Design-Build **(DB)** means a project delivery method in which:

(A) There is a single contract for design services and construction services.

(B) Design and construction of the project may be in sequential phases or concurrent phases.

(C) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

Design-Bid-Build **(DBB)** means a project delivery method in which:

(A) There is a sequential award of two separate contracts.

(B) The first contract is for design services.

(C) The second contract is for construction.

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(D) Design and construction of the project are in sequential phases.

(E) Finance services, maintenance services and operations services are not included.

Director means the Director of the Purchasing Section or designee.

Employee means an individual drawing a salary through the payroll process of the City whether elected or not.

End User means any City employee who will actually be using the material or service being requested.

***Field* Order** means a paperless purchase order number given out by the Purchasing Section for Immediate, necessary, purchases, under one thousand dollars ($1,000), by City staff who are in need of various materials needed to repair fixtures or equipment.

Interested Party means an actual or prospective Bidder or Proposer whose economic interest may be affected substantially and directly by the issuance of a solicitation, the award of a contract or by the failure to award a contract. Whether an actual or prospective Bidder or Proposer has an economic interest will depend upon the circumstances of each case.

Invitation for Bids (IFB) means all documents, whether attached or incorporated by reference, which are used for soliciting formal bids in accordance with the procedures prescribed in this Procurement Code Manuals.

Invitation To Submit Technical Offers means all documents, whether attached or incorporated by reference, which are used for soliciting unpriced technical offers to assist in the evaluation of market place technology to determine what specific technology would be considered to be the most advantageous to the City to be specified in a subsequent competitive solicitation.

***Job-Order-Contracting* (JOC)** means a project delivery method in which:

(A) The contract is a requirements contract for indefinite quantities of construction.

(B) The construction to be performed is specified in job orders issued during the contract.

(C) Finance services, maintenance services, operations services, preconstruction services, design services related services may be included.

Life Cycle Cost Assessment (LCCA) means the comprehensive accounting of the total cost of ownership, including initial costs, energy, and operational costs, longevity and efficacy of service and disposal costs.

Local Vendor means any individual or company, licensed to conduct business to produce a product or provide a service, and has a business location located within the City limits of Flagstaff.

Materials means all personal property, including equipment, supplies, printing and insurance.

May shall be construed as being permissive.

Multi-Step Sealed Bidding means a two-phase process consisting of a technical first phase composed of one (1) or more steps in which Bidders submit un-priced technical offers to be evaluated by the City and a second phase in which those Bidders whose technical offers are determined to be acceptable during the first phase have their priced bid considered.

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Person shall include the state, the county, a political subdivision of the state, other governmental entity, a corporation, firm, partnership, limited liability company, association, organization, and any other group acting as a unit, as well as an individual. It includes a trustee, receiver or similar representative.

Price Data means information concerning prices, including profit, for materials, services or construction items substantially similar to those being procured under a contract or subcontract. In this definition, "prices" refers to offered or proposed selling prices, historical selling prices, or current selling prices of the items being purchased.

Private Development means commercial or residential development by the private sector.

Procurement means buying, purchasing, renting, leasing or otherwise acquiring any materials, services and construction. Procurement also includes all functions that pertain to the acquisition of any materials, services or construction including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Procurement Code Manual means this Procurement Code Manual, outlining various procurement functions, as approved and adopted by the Flagstaff City Council.

Professional Services means those services requiring special knowledge, education or skill and where the qualifications of persons rendering the services are of primary importance. shall include, but not be limited to, appraisers, attorneys, architects, engineers, surveyors, accountants, psychologists, physicians, and other health professionals.

Project Manager means a person who provides management and/or technical services required to implement a capital project pursuant to the project guidelines.

Proprietary Specification means a specification that describes a material made and marketed by a person having the exclusive right to manufacture and sell such material and excludes other material with similar quality, performance or functional characteristics from being responsive to the solicitation.

Purchasing Agent means the Director, Purchasing Manager, Senior Procurement Specialist, Buyers, or any member of the Purchasing Staff authorized by the Director to commit the City to a purchase and manage, supervise, and monitor the execution of the terms and conditions of a contract.

Purchase Description means the words used in a solicitation to describe the materials, services or construction for purchase and includes specifications attached to, or made a part of, the solicitation.

Purchase Requisition means a formal request for a material, service or construction and electronically submitted through the City's financial software system and processed into a formal purchase order.

Qualified Products List means an approved list of materials, services or construction items described by model or catalogue numbers, that, prior to competitive solicitation, the City has determined will meet the applicable specification requirements.

Recycled Content Product means a product containing a minimum of thirty-five percent (35%) recycled materials except in those cases where the US EPA has adopted procurement guidelines under the Resource Conservation Recovery Act of 1976.

Recyclable Product means a product or package made from a material for which curbside or drop-off collection systems are in place for a majority of City residents or businesses; to divert

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from City solid waste for use as a raw material in the manufacture of another product or the reuse of the same product.

Request for Information means all documents, whether attached or incorporated by reference, which are used for soliciting unpriced information regarding a specific product or service for evaluation to determine what specifications or scope of work would be considered to be the most advantageous to the City to be specified in a subsequent competitive solicitation.

Request for Proposals (RFP) means all documents, whether attached or incorporated by reference, which are used for soliciting formal proposals in accordance with procedures prescribed in this Procurement Code Manual.

Request for Statements of Qualifications (RSOQ) means all documents, whether attached or incorporated by reference, which are used for soliciting formal statements of qualifications in accordance with procedures prescribed in this Procurement Code Manual.

Requisitioner means any staff member, working for the City of Flagstaff, who has a request for either a material, service or construction and electronically submits a purchase requisition through the City's financial software system.

Responsible Bidder or Proposer means a person who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance.

Responsive Bidder or Proposer means a person who submits a bid which conforms in all material respects to the invitation for bids or request for proposals.

Reusable Product A product that can be used several times for an intended end use before being discarded.

Services means the furnishing of labor, time or effort by an independent contractor which does not involve the delivery of a specific end product other than required reports and performance.

Shall The word "shall" shall be construed as being mandatory.

Solicitation means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations, or any other invitation or request by which the City invites a person to participate in a procurement.

Specification means any description of the physical or functional characteristics, or of the nature of a material, service or construction item. Specification may include a description of any requirement for inspecting, testing, or preparing a material, service or construction item for delivery.

Surplus Property means any supplies, materials and equipment owned by the City, that no longer has any use to the City. This includes obsolete materials, scrap materials, and supplies, materials and equipment that have completed their useful life cycle.

Suspension means an action taken by the director temporarily disqualifying a person from participating in City procurements for six (6) months.

Sustainably Preferable Product means a product that has a reduced negative effect or increased positive effect on human health and the environment when compared with competing products that serve the same purpose. This term includes, but is not limited to, recyclable products, recycled products and reusable products.

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Sustainable Product means a product that achieves performance objectives while respecting the City's values and balancing environmental stewardship, fiscal responsibility, social equity, and community enhancement.

Sustainable Purchasing means purchasing materials, products, and labor in a manner that reflects fiscal responsibility, social equity, environmental stewardship and community enhancement.

Task Order means a written form used in a process associated with On-Call contracts in which a task order form is submitted to initiate professional Architectural, Engineering, Surveying, Landscape Architecture and Geotechnical services from those firms who have been awarded an On-Call contract.

Technical Offer means unpriced written information from a prospective contractor stating the manner in which the prospective contractor intends to perform certain work, its qualifications, and its terms and conditions.

Quotation means a verbal or written commitment to supply materials, services or construction at a stated price and terms.

Request for Quotation (RFQ) means all documents, whether attached or incorporated by reference, which are used for soliciting quotations in accordance with procedures prescribed in the informal procurement process.

ARTICLE 5 ***UNAUTHORIZED PURCHASE*** ***(Discretionary, except B, #5, per City Charter)***

A. Any purchase made that does not follow any of the applicable processes under the provisions of this Article, is considered an unauthorized purchase.

B. All purchases will be made in accordance with this Procurement Code Manual. The following steps shall be included in the procurement process:

1. Electronic submission of a properly completed purchase requisition;

2. Verification by the requestor that funds are available;

3. The purchase requisition has gone through all other established approval processes;

4. All requisitions for materials, services and construction that are below **fifty thousand dollars ($50,000)** shall be subject to an informal competitive solicitation process under the provisions of Article 7(A); except as provided in Article 2 "Applicability", Article 18 "Sole Source", Article 19 "Emergency Purchase" and Article 20, "Procurements From Solicitations By Other Governmental Entities";

5. All requisitions for materials, services and construction at **fifty thousand dollars ($50,000)** and higher, shall be subject to a formal competitive solicitation process under the provisions of Article 7(B) and any contract award shall be approved by City Council; except as provided in Article 2 "Applicability", Article 18 "Sole Source", Article 19 "Emergency Purchase"; and Article 20, "Procurements From Solicitations By Other Governmental Agencies"; and

6. All purchases for materials, services and construction shall have a properly executed purchase order and a contract, if a contract is deemed necessary, given the particular purchase, to be processed by the Purchasing Section.

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C. An employee making a purchase not in conformance with this Procurement Code Manual, adopted rules and established procedures may be subject to:

1. Verbal consultation with individual;
2. Written reprimand with individual;
3. Revocation of purchasing rights; or
4. Other corrective action, as deemed appropriate

D. Any unauthorized purchase shall be reported to the appropriate Division or Department Head.

ARTICLE 6 DETERMINATIONS (A.R.S. 41-2502)

Written determinations, if required by this Procurement Code Manual, shall be retained in the appropriate official record file of the Purchasing Section.

A. Determinations shall fully specify reasons.

B. The Director may specify the format for Determinations.

ARTICLE 7 INFORMAL AND FORMAL PROCUREMENT LIMITS; QUOTE FILE REQUIREMENTS (Discretionary, except B, per City Charter)

A. ***Informal Procurement Limit***. Procurement of a material, service or construction, less than **fifty thousand dollars ($50,000.00), on an annual fiscal year basis,** shall be made by informal procedures in accordance with the provisions of Section 7.1 of this Procurement Code Manual and any applicable federal and state laws, rules and regulations except as provided in Article 2, "Applicability"; Article 18, "Sole Source"; Article 19, "Emergency Purchases"; Article 20, "Procurements From Solicitations By Other Governmental Entities". Procurements less than **fifty thousand dollars ($50,000.00)** may be made utilizing a formal procurement process if deemed by the Director to be in the best interest of the City. Procurements less than **fifty thousand dollars ($50,000.00)**, are not required to be approved and awarded by City Council.

B. ***Formal Procurement Limit***. Procurement of a material, service or construction, of **fifty thousand dollars ($50,000.00)** and higher **on an annual fiscal year basis**, shall be made by formal procedures in accordance with the City Charter and provisions of Article 9 of this Procurement Code Manual and any applicable federal and state laws, rules and regulations, except as provided in Article 2, "Applicability"; Article 18, "Sole Source"; Article 19, "Emergency Purchases". Procurements of **fifty thousand dollars ($50,000.00)** and higher, are required to be approved and awarded by City Council.

Section 7.1 Informal Procurement Process

A. Informal Procurement Process.

Any procurement, established in Article 7 (A) shall be made in accordance with established Procurement Code Manual procedures. Determination as to the use of informal or formal process shall be based on the cost of the item(s), including all taxes, fees, freight, installation and any other miscellaneous costs. The procurement shall be made with such competition as is outlined in B, C and D under this Section. Procurement requirements shall not be artificially divided or fragmented to circumvent the purchasing process under this section or the procedures required by Article 9, "Formal Procurement Process." This section shall not be construed to permit informal purchasing if there is a

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City Charter or ordinance provision or a Federal or State law, regulation or rule to the contrary.

B. **PURCHASES AT FIVE THOUSAND DOLLARS ($5,000) OR LESS**

For purchases at or less than **five thousand dollars** (**$5,000)**, the Purchasing Agent or requesting Division or Section may direct select the vendor of choice for the purchase of any materials, services or construction requested. Reasonable good faith efforts shall be made to purchase from a Local Vendor.

C. **PURCHASES AT FIVE THOUSAND AND ONE DOLLARS ($5,001) UP TO FIFTEEN THOUSAND DOLLARS ($15,000).**

For purchases at **five thousand and one dollars ($5,001)** and up to **fifteen thousand dollars ($15,000)**, the Purchasing Agent or requesting Department shall solicit, verbal quotations for the purchase of materials, services or construction from, at minimum three (3) Bidders or Proposers, as determined to be the most advantageous under the immediate circumstances, except as provided in Article 2, "Applicability"; Article 18, "Sole Source"; Article 19, "Emergency Purchases"; Article 20, "Procurements From Solicitations By Other Governmental Entities". Reasonable good faith efforts shall be made to solicit quotes from Local Vendors. Verbal quotations obtained shall be documented in the procurement file.

D. **PURCHASES AT FIFTEEN THOUSAND AND ONE DOLLARS ($15,001) UP TO FORTY NINE THOUSAND NINE HUNDRED AND NINETY NINE DOLLARS ($49,999).**

For purchases at **fifteen thousand and one dollars ($15,001)** and up to **forty nine thousand nine hundred and ninety nine dollars ($49,999),** shall be made in accordance with the following procedures:

1. A Purchasing Agent or requesting Department shall solicit at least three (3) Bidders or Proposers to submit written or faxed quotations or proposals on vendor's letterhead or by e-mail. Whenever practicable, the City's standard Request for Quotations (RFQ) or Request for Proposals (RFP) document shall be utilized in an effort to obtain written quotes. The City Attorney's Office shall review the RFQ and RFP prior to issuance if a contract is required for the procurement. Written quotations obtained shall be documented in the procurement file.

2. The Purchasing Agent may solicit quotations or Proposals from all vendors on the Bidder's list, but at minimum, shall solicit quotations or Proposals from Local Vendors on the Bidder's list and those Bidders or Proposers who have specifically requested an opportunity to submit a quotation or Proposal for the specific material, service or construction being requested at that time.

3. Award shall be made to the lowest responsive and responsible Bidder or highest scoring responsive and responsible Proposer submitting a responsive quotation or proposal. The amount of an applicable City Transaction Privilege or Use Tax shall not be a factor in determining the lowest Bidder if a competing Bidder, who is located outside the City, is not subject to an equal tax rate.

4. Whenever required by the Purchasing Agent, Bidders or Proposers shall submit quotes or proposals on the form issued with the Request for Quotation or Proposal, and the quotes shall be recorded and placed in the procurement file.

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5. If only one responsive and responsible quotation or proposal is received, a statement shall be included in the procurement file explaining the basis for determining that the price and/or proposal is fair and reasonable. Time permitting, the Purchasing Agent may initiate a second solicitation to include the vendor who provided the only response initially.

6. Whenever practicable, Article 27, "Specification Guidelines" shall be used in the development of specifications for a Request for Quotation or Proposal.

7. Written quotations or proposals transmitted via facsimile machine or e-mail shall be permitted provided the quotation or proposal bears the signature of an authorized agent of the Bidder or Proposer submitting the quotation or proposal.

   a. Quotations or proposals qualified in any manner are subject to rejection in whole or in part.

   b. Alternate quotations or proposals shall be considered unless specifically stated otherwise in the Request for Quotation.

   c. In the event of a discrepancy between the unit price and the extension price, the unit price shall govern.

   d. In the event of tied quotes, the tie shall be broken according to the following, determined by the Director :

      1. Best and final Offer when determined by the Director to be applicable; or

      2. Drawing lots.

   e. The City reserves the right to reject all quotations and seek new quotations with a new Request for Quotation.

These procedures do not supersede Article 2, "Applicability"; Article 18, "Sole Source"; Article 19, "Emergency Purchases"; Article 20, "Procurements From Solicitations By Other Governmental Entities".

Section 7.2 Quote File Requirements

A. Verbal and written quote files shall be set up, within the Purchasing Section, to retain for record keeping purposes.

B. Verbal quote files shall be set up by the Purchasing Section for each purchase over **five thousand dollars ($5,000)** and up to **fifteen thousand dollars ($15,000).**

C. Written quote files shall be set up by the Purchasing Section for each purchase over **fifteen thousand dollars ($15,000)** and up to **forty nine thousand nine hundred and ninety nine dollars ($49,999).**

ARTICLE 8 AVAILABLE FUNDS (Discretionary)

Unencumbered funds to cover the entire purchase must be available in the appropriate account of the Operating Budget or other appropriate fund against which the purchase is to be charged prior to the commitment to purchase except multi-year contracts, in which case only funds for the first year of the contract need be appropriated.

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Section 8.1 Available Funds Identification

A. Solicitations pursuant to the formal bidding process may not be issued when using un-designated funds, contingency funds, or funds transferred between departments unless approved in writing by the Director of Management Services or appointed designee.

B. Solicitations pursuant to Article 9, "Formal Procurement Process", shall not be issued prior to the appropriate approval for use of certain funds requiring budget transfers to or from capital and salary accounts.

C. Solicitations pursuant to Article 9, "Formal Procurement Process", shall not be issued prior to the acceptance by the City Council of any grant funds, unless approved in writing by the Director of Management Services or appointed designee.

D. Requestors are responsible for verifying available funds prior to submitting a purchase requisition and shall enter an electronic purchase requisition prior to requesting the issuance of a formal solicitation.

Section 8.2 Petty Cash (Reserved)

Section 8.3 Procurement Cards (Reserved)

ARTICLE 9 FORMAL PROCUREMENT PROCESS (City Charter)

Except as otherwise provided in this Procurement Code Manual, a procurement which exceeds the formal procurement limit specified in Article 7(B), "Formal Procurement Limit", shall be made in accordance with either Article 10, "Formal Procurement Process—Invitation for Bids", Article 11, "Formal Procurement Process—Request for Proposals" or Article 12, "Formal Procurement Process—Professional Design Services, Capital Improvements/Construction and Construction Services".

ARTICLE 10 FORMAL PROCUREMENT PROCESS--INVITATION FOR BIDS (A.R.S. 41-2533)

The formal procurement process for routine operating capital and capital improvements/construction projects, where the specifications and/or scope are definitively defined and the price is the determining factor in the award of a contract, the Purchasing Agent shall utilize the Invitation for Bids solicitation. The Invitation for Bids document shall include specifications and/or scope of work, and all contractual terms and conditions applicable to the procurement. The contract's inception, is with the Invitation for Bids document and the successful Bidder's bid submittal is adopted by reference.

Section 10.1 Invitation for Bids Determination

The Purchasing Agent shall determine if the Invitation for Bids process is applicable for the selection of the material, service or construction with an estimated expenditure exceeding the formal bid limit.

Section 10.2 Request for Issuance of an Invitation for Bids

A. The requisitioner or "End-user" shall electronically submit a requisition referencing the cost estimate or approved budget for the requested material, service or construction.

B. The Purchasing Agent shall obtain a bid number from the Solicitation Log Book in the Purchasing Section, provide the description of the purchase or project, the Purchasing

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Agent assigned and determine the appropriate solicitation document and agreement to be used.

C. The Requisitioner or "End-user" shall provide the specifications and/or scope of work to the Purchasing Section to be incorporated into the bid solicitation. Once the bid solicitation is complete, the Purchasing Agent shall forward to the City Attorney's office for review before issuance of the solicitation.

Section 10.3 Invitation for Bids

An Invitation for Bids shall be issued when the evaluation and selection of a vendor for award is based on the lowest, responsive and responsible Bidder. The bid document shall include a purchase description and all contractual terms and conditions applicable to the procurement.

A. An Invitation for Bids shall be issued at least **twenty one (21) days** before the closing date and time for receipt of bids, unless a shorter time is determined necessary in writing by the Purchasing Agent pursuant to a written request from the requesting Department. <u>However, in accordance with the Flagstaff City Charter, public notice of the Invitation for Bids shall be published at least once in the official newspaper, not less than five (5) days prior to the opening of the bids</u>.

B. Sealed Bids shall be opened publicly at the time and place designated in the Invitation for Bids. The amount of each bid, and such other relevant information as may be specified by rule, together with the name of each Bidder shall be recorded. The bids shall not be open for public inspection until after a contract is awarded, except to the extent the Bidder designates, and the Director concurs, that trade secrets or other proprietary data contained in the bid documents shall remain confidential in accordance with established rules.

C. Bids shall be unconditionally accepted without alteration or correction, except as authorized in item (D) of this section. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids as prescribed in the procurement rules. No criteria may be used in bid evaluation that are not set forth in the Invitation for Bids.

D. Correction or withdrawal of erroneous bids before or after bid opening, based on bid mistakes, may be permitted in accordance with established rules. After bid opening, no corrections in bid prices or other provisions of bids prejudicial to the best interest of the City or fair competition shall be permitted. 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 Director.

E. The contract shall be awarded to the lowest responsive and responsible Bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids. <u>The amount of any applicable City of Flagstaff Transaction Privilege or Use Tax is not a factor in determining the lowest Bidder to the extent a competing Bidder located outside the City is not subject to an equal tax rate</u>.

F. The multi-step sealed bidding method may be used if the Director determines, in writing, that it is not practicable to initially prepare a definitive purchase description which is suitable to permit an award based on competitive sealed bidding. An Invitation for Bids may be issued requesting the submission of technical offers to be followed by an Invitation for Bids soliciting priced offers limited to those Bidders whose offers are determined to be technically acceptable under the criteria set forth in the first solicitation.

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Section 10.4 Invitation for Bids, Format, Content, Public Inspection

A. In all competitive sealed bidding procurements, the Purchasing Section shall issue the standard Invitation for Bids document established and approved by the Purchasing Section and the City Attorney's office.

B. The Invitation for Bids shall include the following:

1. Instructions and information to Bidders concerning the bid submission requirements, including the time and date set for bid opening, the address of the office where bids are to be received, the period that the bid shall remain open, and any other special information;

2. The purchase description, specifications, evaluation criteria, delivery or performance schedule, and inspection and acceptance requirements;

3. The standard contract terms and conditions, including warranty and bonding or other security requirements, as applicable;

4. If the Invitation for Bids incorporates documents by reference, the Invitation for Bids shall specify where such documents may be obtained;

5. An Invitation for Bids may require the submission of bid samples, descriptive literature, technical data and may require inspection or testing of a product before award;

6. Invitation for Bids shall require, from all Bidders, the submission of a non-collusion affidavit on a form included in the Invitation for Bids document. Failure of any Bidder to provide the non-collusion affidavit, as a part of his sealed bid, shall be grounds for disqualification of the bid; and

7. Invitation for Bids shall be advertised, at least one (1) time, in the Arizona Daily Sun and posted to the City's website.

C. Solicitations posted on the City's web site are available for downloading, as well as other means of obtaining a solicitation as follows:

1. Interested Bidders may subscribe to receive an e-mail based notification of all current solicitation opportunities;

2. Interested Bidders may pick up solicitations from the Purchasing Section during normal business hours; or

3. Interested Bidders can email the Purchasing Section and request an electronic copy of the solicitation via email.

Section 10.5 Pre-Bid Conference

A pre-bid conference may be conducted within a reasonable time before bid opening to discuss the procurement requirements and solicit comments from prospective Bidders.

Section 10.6 Addendum to Invitation for Bids

A. An Addendum to an Invitation for Bids shall be issued if necessary to:

1. Make changes in the Invitation for Bids;

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2. Correct defects or ambiguities;

3. Furnish to other Bidders information given to one Bidder if the information will assist the other Bidders in submitting bids, or if the lack of the information will prejudice the other Bidders; or

4. Inform Bidders of alternate materials accepted for bid.

B. An addendum to an Invitation for Bids shall be so identified and shall be posted to the City's web site and sent by the Purchasing Section to all persons who provided an "Acknowledgement of Receipt" form when practicable, depending on the number of prospective Bidders who submitted this form.

C. All addendums shall be issued at least seven (7) days prior to bid opening to allow prospective Bidders to consider them in preparing their bids, unless a shorter time is determined necessary, in writing, by the Purchasing Agent pursuant to a written request from the requesting Department. If the time and date set for bid opening do not permit sufficient time for bid preparation, the time and date for bid opening shall be extended in the addendum or, if necessary, by fax, e-mail**,** or telephone and then confirmed in the addendum.

Section 10.7 Pre-Opening Modifications or Withdrawal of Bids

A. Bidders may modify or withdraw their bid at any time before bid opening if the modification or withdrawal request is received in writing before the time and date set for bid opening in a location designated in the Invitation for Bids for receipt of bids.

B. All documents concerning a modification or withdrawal of a bid shall be retained in the appropriate procurement file.

Section 10.8 Late Bids, Late Withdrawals, and Late Modifications

A. A bid, modification or withdrawal is late and shall not be accepted if it is received at the location designated in the Invitation for Bids for receipt of bids after the time and date referenced in the solicitation document.

B. A late bid, late modification, or late withdrawal shall be rejected unless the bid, modification, or withdrawal is received before contract award at the location designated in the Invitation for Bids for receipt of bids and would have been timely received but for the action or inaction of the City.

C. Bidders submitting bids, modifications or withdrawals that are rejected as late shall be so notified as soon as practicable.

D. All documents concerning a late bid, late modification, or late withdrawal shall be retained in the appropriate procurement file.

E. All late bids shall be returned, unopened, to the vendor.

Section 10.9 Receipt, Opening, Recording of Bids, and Confidential Information

A. Each bid and modification shall be date and time-stamped upon receipt and stored unopened in a secure place, within the Purchasing Section, until the time and date set for bid opening.

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B. Bids and modifications shall be opened publicly and in the presence of one or more witnesses at the time, date, and location designated in the Invitation for Bids for bid opening. The name of each Bidder, the bid price, and other information deemed appropriate shall be read aloud and recorded on a bid abstract. The name of the required witness shall also be recorded. The bids shall not be open to public inspection until after a contract has been awarded, except to the extent the Bidder designates, and the Director concurs, that trade secrets or other proprietary data contained in their bid submittal shall remain confidential in accordance with established rules.

C. All bids shall be irrevocable for, a minimum of, ninety (90) days or as deemed appropriate by the Director.

D. After contract award, or at the Director's discretion, the bids shall be available for public inspection except to the extent that the withholding of information is permitted or required by law. If the Bidder designates a portion of the bid as confidential, disclosure of such portion shall be made in accordance with the following:

1. If a Bidder believes that a bid contains information that should be withheld, a statement advising the Director of this fact shall accompany the submission, and the information shall be so identified wherever it appears. The information identified by the person as confidential shall not be disclosed until the Director makes a written determination;

2. The Director shall review the statement and information and shall determine in writing whether the information shall be withheld; and

3. If the Director makes the determination to disclose the information, the Director shall inform the Bidder in writing of such determination.

Section 10.10 Mistakes in Bids

A. A Bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in Section 10.7, "Pre-opening Modification or Withdrawal of Bids".

B. After bid opening, a bid mistake, not resulting from an error in judgment may not be corrected or withdrawn. Other bid mistakes may be corrected or withdrawn pursuant to the following:

1. After bid opening, the Director may either waive minor informalities in a bid or allow the Bidder to correct them if a written determination is made that such action would not result in a pecuniary competitive bidding advantage to that Bidder. Nothing in this section shall be construed as requiring the Director to waive any informalities or to allow their correction.

2. After bid opening, the bid may not be withdrawn and shall be corrected to the intended bid if a bid mistake and the intended bid are evident on the face of the bid.

3. After bid opening, the Director may permit a Bidder to withdraw a bid if:

a. A mistake, not resulting from an error in judgment, is evident on the face of the bid but the intended bid; or

b. The Bidder establishes to the Director's satisfaction that a mistake was made not resulting in an error in judgment.

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4. In the event of a discrepancy between the unit price and a multiplied subtotal the unit price shall govern.

5. Mistakes shall not be corrected after award of the contract except where the Director makes a written determination that it would be unconscionable not to allow the mistake to be corrected.

C. If correction or withdrawal of a bid after the bid opening is permitted or denied, the Director shall prepare a written determination showing that the relief was permitted or denied under these established rules and regulations.

Section 10.11 Bid Evaluation and Award

A. The contract shall be awarded to the lowest responsible and responsive Bidder whose bid meets the requirements and evaluation criteria set forth in the Invitation for Bids.

B. A product acceptability evaluation shall be conducted solely to determine whether a Bidder's product is acceptable as set forth in the Invitation for Bids and not whether one Bidder's product is superior to another Bidder's product. Any Bidder's offering that does not meet the acceptability requirements shall be rejected as non-responsive.

C. Bids shall be evaluated to determine which Bidder offers the lowest cost to the City in accordance with the evaluation criteria set forth in the Invitation for Bids. Only objectively measurable criteria that are set forth in the Invitation for Bids shall be applied in determining the lowest Bidder. Examples of such criteria include, but are not limited to, transportation cost, energy cost, ownership cost and other identifiable costs or life cycle cost formula. Evaluation factors need not be precise predictors of actual future costs, but to the extent possible the evaluation factors shall be reasonable estimates based upon information the Director has available concerning future use.

D. A contract may not be awarded to a Bidder submitting a higher quality item than that designated in the Invitation for Bids unless the Bidder is also the lowest Bidder as determined under Subpart C of this Section. <u>This Section does not permit negotiations with any Bidder, unless the lowest, responsive and responsible Bidder's bid exceeds the available monies budgeted for the material, service or construction, which would allow negotiations with the lowest, responsive and responsible Bidder</u>.

E**.** In the event two or more low responsive bids from responsible Bidders are identical in price and meet all the requirements and criteria set forth in the Invitation for Bids, the tie shall be broken according to the following determined by the Director:

1. Best and Final offer when determined by the Director to be applicable; or

2. Draw lots

F. A record showing the basis for determining the successful Bidder shall be retained in the procurement file.

G. The Purchasing Agent involved with the purchase shall provide a written notice of award to the successful Bidder within **twenty-four (24) hours** of Council award. For procurements equal to or in excess of the formal procurement limit, each unsuccessful Bidder shall be notified in writing of the award within **fourteen (14) days**. Notice of award shall be made available to the public.

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Section 10.12 Only One Bid Received

If only one responsive and responsible bid is received in response to an Invitation for Bids, an award may be made to the single Bidder if the Director determines that the price submitted is fair and reasonable, and that other prospective Bidders had reasonable opportunity to respond and there is not adequate time for re-solicitation. Otherwise, the bid will be rejected pursuant to the provisions of Article 15, "Cancellation or Rejection of Solicitations", and:

A. New bids may be solicited; or

B. If the Purchasing Agent determines, in writing, that the need for the material, service or construction continues and the acceptance of the one bid is not advantageous to the City, the procurement may then be conducted under Article 18, **"**Sole Source" or Article 19, "Emergency Purchase", as appropriate.

Section 10.13 Multi-Step Sealed Bidding

A. The multi-step sealed bidding method may be used if the Director determines that:

1. Available specifications or purchase descriptions are not sufficiently complete to permit full competition without technical evaluations and discussions to ensure mutual understanding between each Bidder and the City;

2. Definite criteria exist for evaluation of technical offers;

3. More than one technically qualified source is expected to be available; and

4. A fixed price contract will be used.

B. The Purchasing Agent may hold a pre-bid conference with Bidders before submission or at any time during the evaluation of the unpriced technical offers.

Section 10.14 Phase One Of Multi-Step Sealed Bidding

A. Multi-step sealed bidding shall be initiated by the issuance of an Invitation to Submit Technical Offers. The Invitation to Submit Technical Offers shall be issued according to Section 10.3, "Invitation for Bids", and shall contain the following information:

1. Notice that the procurement shall be conducted in two phases;

2. The best description of the material or services desired;

3. A statement that unpriced technical offers only shall be considered in phase one;

4. The requirements for the technical offers, such as drawings and descriptive literature;

5. The criteria for evaluating technical offers;

6. The closing date and time for receipt of technical offers and the location where offers should be delivered or mailed;

7. A statement that discussions may be held; and

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8. A statement that only bids based on technical offers, determined to be acceptable in phase one, shall be considered for award.

B. The Invitation to Submit Technical Offers may be amended after the submission of the unpriced technical offers. The amendment shall be distributed only to Bidders who submitted unpriced technical offers, and those Bidders shall be permitted to submit new unpriced technical offers or to amend the offers already submitted. If an amendment materially changes the procurement, the Invitation to Submit Technical Offers shall be canceled in accordance with Article 15, "Cancellation or Rejection of Solicitations".

C. Unpriced technical offers shall not be opened publicly, but shall be opened in the presence of the Procurement Agent and at least one witness. The contents of unpriced technical offers shall not be disclosed to unauthorized persons.

D. Unpriced technical offers shall be evaluated solely in accordance with the criteria set forth in the Invitation to Submit Technical Offers and shall be determined to be either acceptable for further consideration or unacceptable. A determination that an unpriced technical proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the contract file. If the Director determines a Bidder's unpriced technical offer is unacceptable, the Purchasing Agent shall notify that Bidder of the determination and that the Bidder shall not be afforded an opportunity to amend its technical offer.

E. The Purchasing Agent may conduct discussions with any Bidder who submits an acceptable or potentially acceptable technical offer. During discussions, the Purchasing Agent shall not disclose any information derived from unpriced technical offers to any other Bidder. After discussions, the Purchasing Agent shall establish a closing date for receipt of final technical offers and shall notify, in writing, Bidders submitting acceptable or potentially acceptable offers of the closing date. The Purchasing Agent shall keep a record of all discussions.

F. At any time during Phase One, offers may be withdrawn in accordance with Section 10.7, "Pre-Opening Modifications or Withdrawal of Bids".

Section 10.15 Phase Two of Multi-Step Sealed Bidding

A. Upon completion of Phase One, the Purchasing Agent shall issue an Invitation for Bids and conduct Phase Two under Section 10.3, "Invitation for Bids", as a competitive sealed bidding procurement, except that the Invitation for Bids shall be issued only to Bidders whose technical offers were determined to be acceptable in Phase One.

B. Unpriced technical offers of unsuccessful Bidders shall not be open to public inspection until after a contract has been awarded, except to the extent set forth in Section 10.9, "Receipt, Opening, Recording of Bids and Confidential Information".

ARTICLE 11 FORMAL PROCUREMENT PROCESS – REQUEST FOR PROPOSALS (A.R.S. 41-2534)

If the Director determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the City, a contract may be entered into by competitive sealed proposals. The Purchasing Section shall issue the standard Request for Proposals document established and approved by the Purchasing Section and the City Attorney's office. A Request for Proposals shall be issued when the evaluation and selection of a vendor for award includes other established evaluation criteria in addition to price and/or the scope of work/specifications are not definitively defined. The Request for Proposal document shall include a scope of work, and all contractual terms and conditions applicable to the procurement.

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Section 11.1 Request for Proposals Determination

The Purchasing Agent shall determine if the Request for Proposals process is applicable for the selection of the material or service. Request for Proposals shall not be used for design-bid-build construction projects. However, a Request for Proposals may be used for any of the Alternative Project Delivery Methods (e.g., JOC, CMAR or Design-Build) as phase 2 of a Request for Statements of Qualifications process.

Section 11.2 Request for Issuance of a Request for Proposals

A. The requisitioner or "End-user" shall electronically submit a requisition referencing the cost estimate or approved budget for the requested material or service.

B. The Purchasing Agent shall obtain a proposal number from the Solicitation Log Book, located in the Purchasing Section and provide the description and the Purchasing Agent assigned.

C. The Requisitioner or "End-user" shall provide the specifications and/or scope of work to the Purchasing Section. Once the solicitation is complete, the Purchasing Agent shall forward to the City Attorney's office for review before issuance of the solicitation.

Section 11.3 Request for Proposals

A. Request for Proposals may be considered to be more practicable or advantageous if it is necessary to:

1. Use a contract other than a fixed-price type;

2. Conduct oral or written discussions with Proposers concerning technical and price aspects of their proposals;

3. Afford Proposers an opportunity to revise their proposals;

4. Compare the different price, quality, and contractual factors of the proposals submitted;

5. Award a contract in which price is not the determining factor; and/or

6. Specifications and/or scope of work are not clear or well-defined.

7. Proposals shall be opened publicly at the time and place designated in the Request for Proposals. Only the name of each Proposer shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Proposers during the process of evaluation. The proposals shall be open for public inspection after contract award. Except to the extent the Proposer designates and the Director concurs, trade secrets or other proprietary data contained in the proposal documents shall remain confidential in accordance with established rules.

8. Specific numerical weighting is not required. However, the Request for Proposal document shall state the relative importance of price and other evaluation factors.

9. As provided in the Request for Proposals, and under established rules, discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible to being selected for award for the

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purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and before award for the purpose of clarification. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers.

10. The award shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to the City taking into consideration the evaluation factors set forth in the Request for Proposals. No other factors or criteria may be used in the evaluation. The amount of any applicable City Transaction Privilege or Use Tax is not a factor in determining the most advantageous proposal to the extent a competing Proposer located outside the City is not subject to an equal tax rate. The contract file shall contain the basis on which the award is made.

B. Request for Proposals shall set forth those factors listed in Section 10.4, "Invitation for Bids, Format, Content, Public Inspection" that are applicable and shall also state:

1. The type of goods or services required and a description of the work involved;

2. The type of contract to be used;

3. An estimated duration that the service will be required;

4. That cost or pricing data is required;

5. That discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award;

6. The minimum information that the proposal shall contain;

7. The closing date and time for receipt of proposals; and

8. The evaluation criteria that will be used to evaluate proposal responses. Numerical weighting is not required. However, the Request for Proposal document shall reference each evaluation criterion's relative importance.

C. A Request for Proposals shall be issued at least **twenty one (21) days** before the closing date and time for receipt of proposals, unless a shorter time is determined necessary in writing by the Director pursuant to a written request from the requesting Department receiving the goods or services. <u>However, in accordance with the Flagstaff City Charter, public notice of the Request for Proposals shall be published at least once in the official newspaper, not less than five (5) days prior to the opening of the proposals</u>.

D. In all competitive sealed Request for Proposals, the Purchasing Section shall issue a Request for Proposals using a solicitation document approved by the Purchasing Section and the City Attorney's office.

Section 11.4 Solicitation Opportunities

1. Solicitations shall be advertised in the Arizona Daily Sun and posted on the City's website. Prospective Proposers can download the solicitation and all other related documents at: flagstaff.az.gov/departments/purchasing/bidpostings-overview. After the heading "Bids available for download," click on "bid postings". All solicitations may be picked up from the Purchasing Section during normal business hours.

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2. Interested Bidders can download and complete a Vendor Application form from the City's website. The Vendor Application form allows a Vendor to subscribe to receive an e-mail based notification of all current solicitation opportunities.

Section 11.5 Pre-Proposal Conferences

Pre-proposal conferences may be convened in accordance with the same procedures outlined in Section 10.5, "Pre-Bid Conferences".

Section 11.6 Late Proposals, Modifications or Withdrawals

A. A proposal received after the closing date and time for receipt of proposals is late and shall not be considered except under the circumstances set forth in Section 10.8, "Late Bids, Late Withdrawals and Late Modifications". A best and final offer received after the closing date and time for receipt of best and final offers is late and shall not be considered except under the circumstances in accordance with the same procedures outlined in Section 10.8 (B), "Late Bids, Late Withdrawals and Late Modifications".

B. A modification of a proposal received after the closing date and time for receipt of proposals is late and shall not be considered except under the circumstances in accordance with the same procedures outlined in Section 10.8(B), "Late Bids, Late Withdrawals and Late Modifications".

C. A modification of a proposal resulting from an addendum issued after the closing date and time for receipt of proposals or a modification of a proposal resulting from discussions during negotiations shall be considered if received by the closing date and time set forth in the addendum or by the closing date and time for submission of best and final offers, whichever is applicable. If the modifications described in this subsection are received after the respective date and time described in this subsection, the modifications are late and shall not be considered except under the circumstances in accordance with the same procedures outlined in Section 10.8 (B), "Late Bids, Late Withdrawals and Late Modifications".

D. A proposal may be withdrawn at any time before the closing date and time for receipt of best and final offers. Withdrawal of a proposal after submission of best and final offers is permissible only in accordance with Section 11.11 (B), "Mistakes in Proposal Response".

Section 11.7 Receipt of Proposals

A. Each proposal received shall be date and time-stamped and retained in a secure place, within the Purchasing Section, until the closing date and time for receipt of proposals. A record of proposals shall be prepared and shall contain the name of each Proposer, the subject of the Request for Proposals and the assigned Request For Proposals number for which the proposal was submitted.

B. Proposals shall be opened in the presence of one (1) or more witnesses. During the evaluation process, proposals and modifications shall be shown only to those individuals involved in the evaluation and scoring process.

C. If only one proposal is received in response to a Request for Proposals, the Purchasing Agent may either make an award in accordance with Section 11.12, "Contract Award for Request for Proposals", or if time permits, re-solicit.

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Section 11.8 Evaluation of Proposals

A. Evaluation of proposals shall be based on the evaluation criteria set forth in the Request for Proposals.

Section 11.9 Discussions with Responsible Proposers and Revisions to Proposal

A. Discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award; for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. The purpose of such discussions may be to:

1. Determine in greater detail such Proposer's qualifications;

2. Explore with the Proposer the scope and nature of the project, the Proposer's proposed presented approach, the relative utility of alternate methods of approach and method of performance;

3. Determine that the Proposer will make available the necessary personnel and facilities to perform within the required time; and

4. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project and nature of such services/equipment.

B. After an evaluation committee has reviewed all of the initial proposals, discussions may be held between the responding Proposers and the evaluation committee. Such discussions are conducted to more fully understand the initial proposals submitted by the Proposers.

C. Following the initial proposal review and discussions phase, the evaluation committee may either recommend an award to a specific firm or firms, if their proposal is clearly the best offer, or further define the RFP's needs within the scope of the original RFP and call for best and final offers.

D. Proposal information may not be disclosed to any other Proposer. Each Proposer's information and pricing shall be kept under strict security until after an award recommendation has been made.

E. All responsive and responsible Proposers are to be given a fair and equal opportunity to respond to any narrowed scope/specification needs stated within the written best and final offer document that may be issued by the Director. If the evaluation process clearly proved (with supportive evidence) that certain Proposers were incapable of meeting the scope and needs of the RFP in a satisfactory manner, then those Proposers may be removed from further consideration during the best and final offer phase of the RFP evaluation process. The criteria for being removed from best and final consideration must be well documented and placed in the bid/contract file.

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F. Best and final offers shall be requested in formal writing by the Purchasing Section and a reasonable time period given to Proposers for making a quality response. Any requested, best and final offer shall be within the scope of the original RFP and used to further identify and clarify specific service/product needs and appropriate pricing requirements based on those further clarified needs. .

Section 11.10 Best and Final Offers; Tied Proposals

A. If discussions are conducted pursuant to Section 11.9, "Discussions With Responsible Proposers and Revisions to Proposal", the Purchasing Agent shall issue a formal written request for best and final offers. The request shall set forth the date, time and place for the submission of best and final offers. Best and final offers shall be requested only once, unless the Purchasing Agent makes a written determination that it is advantageous to the City to conduct further discussions or change the City's requirements. The request for best and final offers shall inform Proposers that, if they do not submit a best and final offer, their immediate previous offer will be construed as their best and final offer.

B. In the event of tied proposals, the tie shall be broken according to the following determined by the Director:

1**.** Best and final offer when determined by the Director to be applicable; or

2**.** Draw lots.

Section 11.11 Mistakes in Proposal Response

A. Prior to the time and date set for receipt of best and final offers, any Proposer may withdraw their best and final offer or correct any mistake by modifying their best and final offer.

B. Proposers submitting a best and final offer, may withdraw a proposal or correct a mistake after the specified due date, in accordance with Section 10.10, "Mistakes in Bids".

Section 11.12 Contract Award for Request for Proposals

A. The contract shall be awarded to the Proposer whose proposal is responsive and responsible and determined in writing to be the most advantageous to the City based on the factors set forth in the Request for Proposals. The determination shall explain the basis of the award.

B. If the Contract(s) awarded exceeds the formal procurement limit, each unsuccessful Proposer shall be notified in writing of the award.

C. After contract award or as determined by the Purchasing Agent**,** the proposals shall be open for public inspection, except to the extent that the withholding of information is permitted or required by law. If the Proposer designates a portion of the proposal as confidential, disclosure of such portion shall be made in accordance with the following:

1. If a Proposer believes that a proposal contains information that should be withheld, a statement advising the Purchasing Agent of this fact shall accompany the submission and the information shall be so identified wherever it appears. The information identified by the Proposer as confidential shall not be disclosed until the Purchasing Agent makes a written determination;

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2. The Purchasing Agent shall review the statement and information and shall determine in writing whether the information shall be withheld; and

3. If the Purchasing Agent makes the determination to disclose the information, the Purchasing Agent shall inform the Proposer in writing of such determination.

ARTICLE 12 FORMAL PROCUREMENT PROCESS – PROFESSIONAL DESIGN SERVICES, CAPITAL IMPROVEMENTS/CONSTRUCTION AND CONSTRUCTION SERVICES (A.R.S. 41-2578 and A.R.S. 34)

The formal procurement process for professional design services and capital improvements/construction projects utilizes different solicitation documents than the Request for Proposals. If the procurement is for professional design services, the Purchasing Agent shall utilize the Request for Statements of Qualifications solicitation. If the procurement is for capital improvements/construction, the Purchasing Agent shall utilize the Invitation for Bids (IFB) or one of the Alternative Project Delivery Methods, such as Construction Manager At Risk (CMAR), Design Build (DB) or Job Order Contracting (JOC), as deemed appropriate. If any of the Alternative Project Delivery Methods are utilized, the solicitation and contract award shall be based on qualifications utilizing the Request for Statements of Qualifications (RSOQ). In the event a decision is made by the Purchasing Agent to have a phase 2 of the solicitation process, A Request for Proposals may be used to include pricing information. Both the Request for Statements of Qualifications and the Request for proposals documents shall include specifications and/or scope of work, and all contractual terms and conditions applicable to the procurement.

Section 12.1 Request for Solicitation Determination

The Purchasing Agent shall determine if the Invitation for Bids or one of the Alternative Project Delivery Methods, followed by a Request for proposals, if there is a phase 2, is more appropriate for the selection of the service or construction with an estimated expenditure exceeding the formal procurement limit.

Section 12.2 Request for Issuance of a Formal Solicitation

A. The requisitioner or "End-user" shall electronically submit a requisition referencing the cost estimate or approved budget for the requested service or construction.

B. The Purchasing Agent shall obtain a bid number from the Solicitation Log Book in the Purchasing Section, provide the description of the purchase or project, the Purchasing Agent assigned and determine the appropriate solicitation document and agreement to be used.

C. The Requisitioner or "End-user" shall provide the specifications and/or scope of work to the Purchasing Section. Once the solicitation is complete, the Purchasing Agent shall forward to the City Attorney's office for review before issuance of the solicitation.

Section 12.3 Professional Design Services

Professional Design Services are those services that are legally required to be accomplished, reviewed and approved by professionals registered to practice in the State of Arizona and pertain to the following professional services:

1. Architect services
2. Engineering services

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3. Assayer services
4. Geologist services
5. Landscape Architect services
6. Land Surveying services

Contracts for these professional design services shall be solicited through a Request for Statements of Qualifications, except as otherwise provided for in Article 18, Sole Source, Article 19, Emergency Purchase, or Article 20, "Procurements From Solicitations by Other Governmental Entities". The Purchasing Section shall issue the standard Request for Statements of Qualifications document established and approved by the Purchasing Section and the City Attorney's office. All contracts for professional services referenced above, shall be awarded and administered in accordance with the requirements of A.R.S. Title 34, Public Buildings and Improvements and the appropriate Article or Section of this Procurement Code Manual.

The Request for Statements of Qualifications, shall be issued at least **twenty one (21) days** before the closing date and time for receipt of statements of qualifications, unless a shorter time is determined necessary in writing by the Director. <u>However, in accordance with the Flagstaff City Charter, public notice of the Request for Statements of Qualifications shall be published at least once in the official newspaper, not less than five (5) days prior to the opening of statements of qualifications</u>.

Section 12.4 Capital Improvements/Construction

A. Capital Improvements is the construction related projects involving the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any public real property, which extends the life or increases the productivity of the real property. Construction is the process of building, altering, repairing, improving or demolishing any public infrastructure facility, including public structure, public building, or other public improvements of any kind to any real property. Construction does not include the routine operation, routine repair, or routine maintenance of existing public infrastructures or facilities, including structures, buildings or real property.

B. Contracts for capital improvements/construction shall be solicited utilizing an Invitation for Bids process or one of the Alternative Project Delivery Methods, except as otherwise provided for in Article 18, "Sole Source" or Article 19, "Emergency Purchase".

C. The Purchasing Section shall issue the appropriate, selected, solicitation document established and approved by the Purchasing Section and the City Attorney's office.

D. All contracts for Capital Improvements/construction shall be awarded and administered in accordance with the requirements of A.R.S. Title 34, Public Buildings and Improvements and the appropriate Article or Section of this Procurement Code Manual.

E. Bidders shall submit subcontractor lists for all subcontracts that are above $5,000. Bids not in compliance with this requirement shall be deemed non-responsive. Submission of the subcontractor list shall act as Bidder certification that the work shall be performed by either the Bidder or the listed subcontractors. Substitutions may be allowed for reasons including, but not limited to, subcontractor non-responsiveness, insolvency, or any other reason deemed by the Director to be in the best interest of the City.

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Section 12.5 Construction Services

Construction Services is a combination of construction and one or more related services, such as finance services, maintenance services, operations services, design services and pre-construction services, as these services are authorized in the definitions of Construction Manager at Risk, Design Build or Job Order Contracting as follows:

A. Construction-Manager-At-Risk is a project delivery method in which:

1. There is a separate contract for design services and a separate contract for construction services;

2. The contract for construction services may be entered into at the same time as the contract for design services or at a later time;

3. Design and construction of the project may be in sequential phases or concurrent phases; and

4. Finance services, maintenance services, operations services, preconstruction services, and other related services may be included.

B. Design-Build is a project delivery method in which:

1. There is a single contract for design services and construction services;

2. Design and construction of the project may be in sequential phases or concurrent phases; and

3. Finance services, maintenance services, operations services, preconstruction services, design services and other related services may be included.

C. Job-Order-Contracting is a project delivery method in which:

1. The contract is a requirements contract for indefinite quantities of construction;

2. The construction to be performed is specified in job orders issued during the contract;

3. Finance services, maintenance services, operations services, preconstruction services, design services and other related services may be included; and

4. The project limit shall be set by the Director in accordance with A.R.S. Title 34, Public Buildings and Improvements.

D. Design-Bid-Build is the traditional project delivery method, other than the three (3) alternative project delivery methods, referenced above, in which:

1. There is a sequential award of two (2) separate contracts;

2. The first contract is for design services;

3. The second contract is for the actual construction;

4. Design and construction of the project are in sequential phases; and

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5. Finance services, maintenance services and operations services are not included.

Contracts for construction services shall be solicited through a construction-manager-at-risk, design-build or job-order-contracting selection process utilizing a Request for Statement of Qualifications, except as otherwise provided for in Article 18, "Sole Source" or Article 19, "Emergency Purchase". The Purchasing Section shall issue the standard Request for Statements of qualifications document established and approved by the Purchasing Section and the City Attorney's office. All contracts for professional services referenced above, shall be awarded and administered in accordance with the requirements of A.R.S. Title 34, Public Buildings and Improvements and the appropriate Article or Section of this Procurement Code Manual.

The Request for Statements of Qualifications, shall be issued at least **twenty one (21) days** before the closing date and time for receipt of statements of qualifications, unless a shorter time is determined necessary in writing by the Director. However, in accordance with the Flagstaff City Charter, public notice of the Request for Statements of Qualifications shall be published at least once in the official newspaper, not less than five (5) days prior to the opening of statements of qualifications.

ARTICLE 13 FORMAL SOLICITATION ADVERTISING (City Charter, except B through G which are discretionary)

A. The Purchasing Agent shall advertise all formal solicitations as follows:

1. Invitation for Bids--- At least one (1) time in a local newspaper of general circulation no less than five (5) days prior to bid opening.

2. Request for Proposals—At least one (1) time in a newspaper of general circulation no less than five (5) days prior to proposal opening.

3. Request for Statements of Qualifications--- At least two (2) consecutive times in a newspaper of general circulation no less than six (6) days apart and no more than ten (10) days apart prior to the statement of qualifications opening. The opening shall not be less than five (5) days from the last advertisement.

B. The requisitioning department shall budget for this required advertising.

C. The City web site references all formal solicitation opportunities.

D. The Purchasing Section may mail a notice of solicitation and any addendums to persons listed on the City Bidder's List and any person requesting the information. Bidnet, Arizona Procurement Technical Assistance Network, Construction News, Dodge, and other resources deemed appropriate by the Purchasing Section may be included in mailing lists for all applicable solicitations. All solicitations listed on the City's web site are available for downloading. Interested Bidders may subscribe to receive an e-mail based notification of all current solicitation opportunities by downloading and completing a vendor application from the City's website. The vendor application can be found by going to the City's website home page, clicking on City Hall, and then Departments, and then Purchasing and then vendor registration and then the link for vendor application.

E. All solicitations may be picked up from the Purchasing Section during normal business hours. For construction related projects involving plan sets, the City's Project Manager

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assigned to the project or a designee within their Division or Section shall be responsible for providing and logging plan sets requested by prospective Proposers.

F. The Purchasing Section shall be responsible for scheduling bid or proposal openings and required pre-bid or pre-proposal conferences and post award meetings.

G. The Purchasing Agent shall determine and coordinate any necessary addendums and issue any required addendums, receive bids or proposals and conduct bid or proposal openings.

1. Only the Purchasing Section may supply interested persons with official copies of formal solicitations; and

2. Only a Purchasing Agent may issue a Notice of Award or a Notice to Proceed.

ARTICLE 14 ***EVALUATION/SELECTION COMMITTEE FOR MATERIALS, SERVICES, PROFESSIONAL DESIGN SERVICES AND CONSTRUCTION (Discretionary, except B and C, per A.R.S. 34-603)***

All vendor responses to formal solicitations that contain evaluation criteria, in addition to price, shall be evaluated and scored by an evaluation/selection committee according to the following:

A. The committee shall review and evaluate vendor responses according to the evaluation criteria referenced in the solicitation document. All committee members shall score each vendor according to the scoring matrix provided by the Purchasing Agent.

Section 14.1 Guidelines for Evaluation/Selection Committee; Selection Process

A. ***Appoint Evaluation/Selection Committee for Materials and Services:***

1. The selection of Evaluation Committee members shall be determined, collectively, by the Purchasing Agent and the end-user. The evaluation committee shall consist of at least three (3) people, but preferably five (5) people. For any evaluation committee comprised of more than three (3) members, the committee shall consist of an odd number of members. Committee membership shall be a diverse group familiar with the elements contained in the Scope of Work.

2. Evaluation Committee membership is not restricted to City employees. However, committee members may not receive compensation**,** present a proposal, nor be affiliated with a person presenting a proposal.

3. Evaluation Committee members may be required to attend a training session on the elements of evaluating proposal responses from Proposers and the various elements to be scored, given the evaluation criteria outlined in the solicitation document.

B. ***Appoint Evaluation/Selection Committee for Professional Design Services:***

1. The selection of Evaluation Committee members shall be initiated and determined, collectively, by the Purchasing Agent and the City Project Manager assigned to the project. The evaluation committee shall consist of at least five (5) members, but no more than seven (7) members and shall include at least one (1) member who is a senior management employee of a licensed Contractor and one (1) member who is an Architect or Engineer registered in the State of Arizona. The remaining evaluation committee membership shall be a diverse

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group familiar with the elements contained in the Scope of Work. A member on the evaluation committee, who is not an employee of the City, shall not be a Contractor under a contract awarded under the procurement or provide any professional services, construction, construction services, materials or other services under the contract.

2. These members may be employees of the City or not an employee of the City. Members who are not employees of the City, outside Contractors, Architects and Engineers serving on an evaluation committee, are not entitled to receive compensation from the City for performing this service, nor be affiliated with a person submitting a statement of qualifications. However, the City may elect to reimburse members who are not employees of the City, outside Contractors, Architects and Engineers for travel, lodging and other expenses incurred in connection with service on an evaluation committee.

3. Evaluation Committee members may be required to attend a training session on the elements of evaluating proposal responses from Proposers and the various elements to be scored, given the evaluation criteria outlined in the solicitation document.

C. ***Appoint Evaluation/Selection Committee for Construction (utilizing a Request for Statements of Qualifications solicitation):***

1. The selection of Evaluation Committee members shall be initiated and determined, collectively, by the Purchasing Agent and the City Project Manager assigned to the project. The evaluation committee shall consist of at least five (5) members, but no more than seven (7) members and shall include at least one (1) member who is a senior management employee of a licensed Contractor and one (1) member who is an Architect or Engineer registered in the State of Arizona. The remaining evaluation committee membership shall be a diverse group familiar with the elements contained in the Scope of Work. A member on the evaluation committee, who is not an employee of the City, shall not be a Contractor under a contract awarded under the procurement or provide any professional services, construction, construction services, materials or other services under the contract.

2. These members may be employees of the City or not an employee of the City. Members who are not employees of the City, outside Contractors, Architects and Engineers serving on an evaluation committee, are not entitled to receive compensation from the City for performing this service, nor be affiliated with a person submitting a statement of qualifications. However, the City may elect to reimburse members who are not employees of the City, outside Contractors,

   Architects and Engineers for travel, lodging and other expenses incurred in connection with service on an evaluation committee.

3. Evaluation Committee members may be required to attend a training session on the elements of evaluating proposal responses from Proposers and the various elements to be scored, given the evaluation criteria outlined in the solicitation document.

Section 14.2 Guidelines for the Selection of Evaluation Criteria Used in a Solicitation Advertised as an Invitation for Bids, Request for Proposals or a Request for Statements of Qualifications

A. The selection of evaluation criteria shall be initiated and determined by the Director and the end-user or City Project Manager, depending on the solicitation utilized. It is at the discretion of the Director and end-user or City Project Manager to select evaluation

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criteria that is deemed to be objectively measurable and allow for the evaluation, selection and award of a contract that is in the best interest of the City. The City does not have a Local Bid Preference Ordinance, as the Arizona Supreme Court has rendered a legal opinion that giving a bid preference to local Bidders is unconstitutional.

B. All solicitations advertised as a Request for Statements of Qualifications shall include the evaluation criterion "Value Added Knowledge and Experience" as follows:

Value Added Knowledge and Experience (10 points)

The team hired by the City must be familiar with local community needs, standards, historical challenges, local codes and site conditions. Additionally, the team must be accessible to City staff during the contracted design and construction phase of the Project.

1. Resolution of issues may be part of the project work. Describe your response protocol and how the firm's Project Manager (or responsible person in charge) will be accessible to City staff.

2. Explain why your firm is particularly qualified to perform your services in the Flagstaff area. Demonstrate the Project Manager's (or responsible person in charge) knowledge of local geology, climate, practices, materials and codes by specifying in the submittal their experience working in the Northern Arizona region or in a region with geology, climate and conditions similar to those of the City of Flagstaff.

   a. Briefly describe two of your most recent projects that were performed in the greater Flagstaff area or an area that presents geologically and climatologically similar characteristics.

3. During construction what it the response time by a qualified person (decision making authority) to meet and resolve concerns and to accommodate unforeseen issues? (5 points if less than 30 minutes, 0 points if over 30 minutes)

ARTICLE 15 CANCELLATION OR REJECTION OF SOLICITATIONS (A.R.S. 41-2539 and City Charter)

An Invitation for Bids, a Request for Proposals or Request for Statements of Qualifications may be canceled by the Director prior to the solicitation opening. However, all bids, proposals or statements of qualifications submitted by a Bidder or proposer may be rejected after the solicitation opening, but the rejection of solicitation shall be approved by City Council as provided in the City Charter.

Section 15.1 Solicitation Statement

Each solicitation issued by the City shall state that the solicitation may be canceled or bids or proposals rejected in whole or in part.

Section 15.2 Cancellation of Solicitation Before Bids or Proposals Are Due

A. Before bids or proposals are due, a solicitation may be canceled if the Purchasing Agent determines that cancellation is advantageous to the City.

B. If a solicitation is canceled before bids or proposals are due, notice of cancellation shall be posted to the City website and sent to all prospective Bidders or Proposers who

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completed and provided to the Purchasing Section an Acknowledgment of Receipt form when practicable, depending on the number of prospective Bidders who submitted this form. The notice of cancellation shall identify the solicitation and briefly explain the reason for cancellation.

C. Any bids or proposals received by the City for a canceled solicitation shall be returned to the Bidder or Proposer unopened.

Section 15.3 Cancellation of Solicitation <u>After</u> Bids or Proposals Are Due

A. After opening of bids or proposals, but before award, a solicitation may be canceled if the Purchasing Agent determines that cancellation is advantageous to the City.

B. A notice of cancellation shall be sent to all Bidders or Proposers submitting bids or proposals.

C. Bids or proposals received shall be placed in a sealed file pending a decision of a rebid of the solicitation. In the event of a rebid of the solicitation, the file shall remain sealed until an award is made.

Section 15.4 Rejection of All Solicitations

A. After receipt, opening and evaluation, but before award, all solicitations may be rejected if determined to be in the best interest of the City. However, any recommendations for a solicitation to be rejected shall be approved by the City Council.

B. A notice of rejection shall be sent to all Bidders or Proposers submitting bids or proposals.

Section 15.5 Procurement Procedural Irregularity

The Purchasing Agent shall act to cancel or reject in the event that action is deemed in the best interest of the City due to a procurement procedural irregularity.

<u>ARTICLE 16 DETERMINATION OF BIDDER AND PROPOSER RESPONSIBILITY (A.R.S. 41-2540)</u>

A. A written determination of non-responsibility of a Bidder or Proposer shall be made in accordance with established rules. The unreasonable failure of a Bidder or Proposer to promptly supply information in connection with an inquiry with respect to responsibility shall be grounds for a determination of non-responsibility with respect to the Bidder or Proposer.

B. Information furnished by a Bidder or Proposer pursuant to this section shall not be disclosed outside of the Purchasing Section without prior written consent by the Bidder or Proposer, except to law enforcement agencies under a subpoena or court order.

C. Factors to be considered in determining if a proposed vendor is responsible include:

1. The proposed Bidder's or Proposer's financial, physical, personnel or other resources, including subcontractors;

2. The proposed Bidder's or Proposer's record of performance and integrity;

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3. Whether the proposed Bidder or Proposer is qualified legally to contract with the City;

4. Whether the proposed Bidder or Proposer supplied all necessary information concerning its responsibility; and

5. Whether the proposed Bidder or Proposer holds any required and active valid State of Arizona license(s) to conduct business or to perform the work proposed.

D. The Purchasing Agent may establish specific responsibility criteria for a particular procurement. Any specific responsibility criteria shall be outlined in the solicitation.

E. If the Purchasing Agent determines that a prospective Bidder or Proposer is non-responsible, the determination shall be approved by the Director and shall be in writing and set forth the basis for the determination. A copy of the determination shall be promptly sent to the non-responsible Bidder or Proposer. The Bidder or Proposer may protest the determination by following Article 29, "Protests", Sections 29.1 through 29.6. The final determination shall be made part of the procurement file.

Section 16.1 Request for Review of Responsibility

A. In the event a Purchasing Agent has cause to question the responsibility of the low Bidder or highest scoring Proposer, a formal letter shall be sent to the Bidder or Proposer containing all information available, including the specific areas where responsibility evidence is desired.

B. Information supplied by the Bidder or Proposer shall be evaluated by the Purchasing Agent.

C. In the event the Bidder or Proposer is determined non-responsible**,** the Bidder or Proposer shall be notified in writing of the decision.

ARTICLE 17 COST OR PRICING DATA (A.R.S. 41-2543)

A. The submission of current cost or pricing data may be required in connection with an award in situations in which analysis of the proposed price is essential to determine that the price is reasonable and fair. A Bidder or Proposer shall, when requested, submit current cost or pricing data and shall certify that, to the best of the Bidder's or Proposer's knowledge and belief, the cost or pricing data submitted is accurate, complete and current as of a mutually determined specified date.

B. This certification may also be requested to substantiate requests for price adjustments for contracts with options to extend and any contract modification or change order.

C. This certification may also be requested to substantiate requests for cost reimbursements pursuant to the specific terms and conditions contained in a City contract.

Section 17.1 Reimbursement

Provisions for reimbursement of costs shall, where applicable, be included in the terms of the contract and it shall be required that written approval of the Procurement Agent be obtained by the Bidder or Proposer prior to incurring costs to be reimbursed.

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ARTICLE 18 SOLE SOURCE (A.R.S. 41-2536)

A. A contract may be awarded for a material, service or construction without competition if the Purchasing Agent determines in writing that there is only one source for the required material or service. The Director may require the submission of cost or pricing data in connection with an award under this section. Sole source procurement shall be avoided, except when no reasonable alternative sources exist. The written determination of the basis for the sole source procurement shall be included in the contract file.

B. The Purchasing Agent shall negotiate with the sole source Bidder or Proposer, to the extent practicable, a contract advantageous to the City.

C. Sole Source purchases authorized by the Purchasing Agent, which exceed the formal procurement limit, shall be awarded pursuant to Article 26, "Award of Contract".

Section 18.1 Sole Source, Evidence Request

A. Sole Source procurement shall not be used unless there is clear and convincing evidence that there is only one source as determined by the Purchasing Agent.

B. In the event a Department or Division requests a Sole Source procurement, written evidence and report of research to support the request shall be provided to the Purchasing Agent.

C. Negotiations involving Sole Source purchases shall not commence until the Purchasing Agent has approved the Sole Source purchase.

Section 18.2 Sole Source Justification

A. Justification for sole source purchases, at **five thousand and one dollars ($5,001)** and greater, are required.

B. The Purchasing Agent shall approve, prior to any negotiation, any Sole Source purchase over **five thousand dollars ($5,000)** pursuant to Section 18.1, "Sole Source, Evidence Request".

C. A sole source agreement at **five thousand and one dollars ($5,001)** and up to **forty nine thousand nine hundred and ninety nine dollars ($49,999)** may be approved by the Director for a period up to five (5) years based on City requirements and market conditions. A sole source agreement at **fifty thousand ($50,000)** and greater, shall be approved by City Council for a period up to five (5) years.

ARTICLE 19 EMERGENCY PURCHASE (A.R.S. 41-2537)

A. Notwithstanding any other provision in this Procurement Code Manual, the Director may make or authorize others to make emergency procurements if there is a threat to public health, welfare, or safety or if a situation exists which makes compliance with the procurement process specified in Articles 10, "Formal Procurement Process—Invitation For Bids", Article 11, "Formal Procurement Process—Request For Proposals" and Article 12, "Formal Procurement Process—Professional Design Services, Capital Improvements/Construction And Construction Services" contrary to the public interest.

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Emergency procurements shall be made with such competition as is practicable under the circumstances.

B. A written determination of the basis for the emergency and for the selection of the particular Bidder or Proposer shall be included in the contract file.

C. Emergency purchases authorized by the Director which exceed the formal procurement limit, shall be reported to the City Council, as a confirming payment.

Section 19.1 Conditions for Emergency Purchase

An emergency shall be deemed to exist if:

A. There is a great public calamity;

B. There is immediate need to prepare for national or local defense;

C. There is a breakdown in machinery or an essential service which requires the immediate purchase of supplies or services to protect the public health, welfare or safety; or

D. An essential departmental operation affecting the public health, welfare or safety would be greatly hampered if the prescribed formal or informal purchasing procedure would cause an undue delay in procurement of the needed item or service.

Section 19.2 Emergency Purchase Procedure

A. If the emergency occurs during Purchasing Office hours, the requesting department shall contact the Director or a Purchasing Agent who shall procure or authorize the procurement of the necessary materials, services or construction and fully document the purchase.

B. In the event the emergency occurs after Purchasing Office hours, any City employee may make any necessary procurement after receipt of authorization from the Department's or Division's Manager or Supervisor.

1. By the next working day, a full report of the circumstances of the emergency purchase shall be made by the person making the purchase. The report shall be filed with the Director for inclusion in the appropriate Purchasing records; and

2. If the purchase exceeded the formal bid limit, the Director and the City employee who made the emergency purchase, shall seek approval of the purchase from the City Council as a confirming payment.

ARTICLE 20 PROCUREMENTS FROM SOLICITATION BY OTHER GOVERNMENTAL ENTITIES (A.R.S. 41-2632)

The City may enter into contracts for the procurement of materials, services or construction pursuant to specifications, solicitations or contracts issued by other governmental entities. Such purchases shall conform to state procurement statutes and the Purchasing Agent involved shall conduct due diligence and conclude that the solicitations or contracts issued by other governmental entities conform to the purpose and spirit of this Procurement Code Manual.

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Section 20.1 Existing Contracts

A. When making a purchase that conforms to the purpose and spirit of this Procurement Code Manual and the purchase exceeds the City's formal bid limit, the Director shall place a written justification for the use of a contract issued by another governmental agency in the City's contract file, provided the Bidder or Proposer is willing to extend the contract to the City and the Purchasing Agent and the requesting Division obtains City Council approval prior to making the purchase.

B. The Purchasing Agent shall execute a Purchase Order or Notice of Award referencing the applicable contract of the soliciting entity.

Section 20.2 Joint Solicitations

A. When the City intends to purchase goods or services with another governmental agency through a contract with that agency and the selected Bidder or Proposer, the City may participate in any solicitation issued by that governmental agency provided:

1. The Procurement Officer of the other governmental agency invites the participation or responds positively to a request by the City to participate;

2. The terms and conditions of the lead agency's solicitation have been reviewed by the Purchasing Agent and the City Attorney's office and determined to be advantageous to the City; and

3. The procurement process governing the solicitation substantially conforms to the purpose and spirit of this Procurement Code Manual.

B. Another governmental agency may join in any formal solicitation issued by the City provided:

1. The governmental agency will be a party to the contract which the City and the selected Bidder or Proposer will enter into; and

2. The participation is not found by the Director to be disadvantageous to the City.

C. The provisions of this joint solicitation rule do not apply to the City's participation in solicitations conducted by, but not limited to, the following governmental entities or groups of governmental entities: The Flagstaff Alliance For The Second Century, the State of Arizona, Mohave Educational Services Cooperative, the Western States Contracting Alliance (WSCA), U.S. Communities and the Strategic Alliance for Volume Expenditures (SAVE). Participation in these procurements will continue to be subject to the terms and conditions specified in their respective contracts.

Section 20.3 Cooperative Purchasing Contract Awards

Cooperative purchasing contracts shall be awarded as specified in Article 26, "Award of Contract".

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Section 20.4 Purchases From Existing Contracts

A. The Director or Purchasing Agent and the Requesting Division shall determine, collectively, whether using an existing contract from another governmental entity would be in the best interest of the City.

B. The terms and conditions of the selected governmental entity's solicitation have been reviewed by the Purchasing Agent and the City Attorney's office and determined to be advantageous to the City.

C. The Director or Purchasing Agent shall make the purchase according to all applicable sections within this Procurement Code Manual.

Section 20.5 Request for Joint Solicitation

A. The Requesting Department shall request, in writing to the Director, participation in a joint solicitation.

   1. Written request shall include the volume and estimated value of the purchase, which agency is to conduct the solicitation, and benefit to the City for the joint solicitation; and

   2. Upon written approval, by the Director, the City's Requesting Department shall coordinate with the other entity the preparation of specifications.

B. The procurement activity shall be conducted or coordinated by the Director or Purchasing Agent whether the City is the lead agency, or another governmental entity is the lead agency.

Section 20.6 Commitment to Purchase or Participate

The Director or Purchasing Agent, in conjunction with the requesting Division, shall determine if it is advantageous for the City to a purchase pursuant to a contract issued by another governmental entity or to participate in a joint solicitation with another governmental entity.

ARTICLE 21 BID AND CONTRACT SECURITY (A.R.S. 41-2573)

The submission of security to guarantee faithful bid and contract performance may be required. In determining the amount and type of security required for each contract, the Director shall consider the nature of the performance and the need for future protection for the City. The requirement for security must be included in the solicitation documents.

Section 21.1 Bid Bond

The Purchasing Agent shall determine, on a case by case basis, the need for Bid Security and the amount in order to protect the interest of the City, except where specifically required by A.R.S.,Title 34, Public Buildings and Improvements.

A. If required by A.R.S.,Title 34, Public Buildings and Improvements, the security shall be in the form of a bid bond issued by a company authorized to issue surety bonds in the State of Arizona or a Cashier's Check made payable to the City of Flagstaff in the amount of ten percent (10%) of the vendor's total bid.

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B. Bid Security shall be returned to all but the two lowest responsible and responsive Bidders or Proposer within ten (10) days after the opening of bids, and the remaining securities returned within three (3) days after the execution of the contract.

Section 21.2 Performance and Payment Bonds

The Purchasing Agent shall determine, on a case by case basis, the need for a Performance and/or Payment Bond and the amount in order to protect the interests of the City, except where specifically required by A.R.S., Title 34, Public Buildings and Improvements.

A. If required by A.R.S., Title 34, Public Buildings and Improvements, the security shall be in the form of a Performance Bond or Payment Bond issued by a person authorized to issue surety bonds in the State of Arizona, or upon approval of the Director**,** secured Cashier's Check made payable to the City of Flagstaff in the amount of one hundred percent (100%) of the vendor's total bid. Individual or personal sureties will not be allowed**.**

B. The contract number and dates of performance must be clearly indicated in the Bond.

C. The Director may consider other forms of Performance and Payment guarantee, depending on the project, with the concurrence of the City's Risk Manager and the City Attorney's office.

Section 21.3 Collection of Bid Bonds

The Purchasing Agent shall notify vendors/contractors, in writing, who fail to execute required contracts of their bond forfeiture and shall act to collect the bond amount if a surety was posted.

Section 21.4 Enforcement of Performance Bond

A. The Purchasing Agent shall notify vendors/contractors, in writing, who fail to provide performance bonds of their default, initiate action to award to second low Bidder or re-bid.

B. The City's Project Manager or Purchasing Agent shall notify the Director and the City Attorney's office of any performance deficiency in order that the City may initiate a claim against the performance bond in the event the deficiency cannot be resolved with the vendor/ contractor.

ARTICLE 22 MULTI-TERM CONTRACTS (A.R.S. 41-2546)

A. Unless otherwise provided by law, a contract for materials or services may be entered into for a period of time up to five years, as deemed to be in the best interest of the City, if the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and monies are available for the first fiscal year period at the time of contracting. A contract may be entered into for a period of time exceeding five years if the Director determines in writing that such a contract would be advantageous to the City and the City Council approves the contract term.

B. Multi-term contracts shall contain provisions for cancellation by the City in the event funds are not appropriated for the continuance of the contract.

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Section 22.1 Determination for Contract Periods Over 5 Years

A. Written requests for contracts exceeding five (5) years shall justify the advantage to the City and indicate why more frequent competition is not practicable.

Section 22.2 Establishment of Contract Period

A. The Director and requesting department shall determine the appropriate contract period based on market conditions, nature of the material or service, and applicable Contract Administration factors.

B. Contracts due to expire prior to a formal solicitation for a new term contract award may be extended on a month to month basis, approved by the Director, to maintain organizational service levels until a new formal solicitation can be conducted and a new contract awarded.

Section 22.3 Authority to Renew

A. The Purchasing Director shall have authority to renew a contract if the original contract, approved by City Council, contains a provision that allows for contract renewals upon mutual agreement of both parties and the Purchasing Director has determined in writing that the vendor is not in breach of contract and is performing satisfactorily.

ARTICLE 23 RIGHT TO INSPECT; AUDIT (A.R.S. 41-2547 & 41-2548)

A. ***Right to inspect***. The City may, at reasonable times, inspect the 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.

B. ***Right to Audit***. The City may at reasonable times and places, audit the books and records of any person who submits cost or pricing data to the extent that the books and records relate to the cost or pricing data, or audit the books and records of any person under any contract to the extent that the books and records relate to the performance of the contract. Any person who receives a contract, change order or contract modification for which cost or pricing data is required shall maintain the books and records that relate to the cost or pricing data for three (3) years from the date of final payment under the contract, unless a shorter period is otherwise deemed appropriate by the Director.

ARTICLE 24 CONTRACT PROVISIONS AND AMENDMENTS (A.R.S. 41-2585)

A. The Director and the City Attorney's office shall require inclusion in all contracts various provisions regarding appropriate remedies, time of performance, insurance, assurance, price increase limits, options to renew, cost reimbursement and any other terms and conditions, considered to be protective clauses and advantageous to the City.

Section 24.1 Standard Provisions

The Director and the City Attorney's office shall prepare and make available standard contract language for contracts subject to this Procurement Code Manual and State of Arizona statutory requirements. Any modification, deletion, or addition to established contract language shall only be made with the prior approval of the Director and City Attorney's office.

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Section 24.2 Effective Dates

All contracts shall state an effective date, initial term of the contract and any contract renewal options after the initial contract term expires and, if applicable, performance dates or notice requirements for implementation date.

Section 24.3 Contract Review Process

A. All contracts shall be reviewed by the Purchasing Agent and the City Attorney's office prior to issuance of a solicitation or execution by the Bidder or Proposer for the purpose of including all applicable contract provisions advantageous to the City.

B. When deemed appropriate, the Director may also require review and approval by other City Staff.

Section 24.4 Contract Preparation Process

A. All contracts shall be referenced by a number assigned by the Procurement Agent.

B. Contracts shall be awarded according to Section 26.1 "Notice of Intent to Award".

C. Formal contracts, at minimum, shall be prepared and signed in triplicate**.** The successful Bidder or Proposer shall sign the contract first, whenever possible. The contract shall then be routed using a "Document Tracking" form to the City Attorney's office for an Attorney's signature and then routed to the City Clerk's office for signature by the City Manager or Mayor, as appropriate, and then signed by the City Clerk. The distribution of signed contracts shall be as follows: one (1) original copy to the Bidder or Proposer, one (1) original copy to be put in the solicitation file within the Purchasing Section and one (1) original copy to the City Clerk's office.

Section 24.5 Contracts to be Maintained by the City Clerk

A. A copy of all original signed contracts, including any associated amendments, shall be forwarded to the City Clerk who shall assign a contract number and maintain all City wide contracts.

Section 24.6 Contract Amendments

Contracts may be amended if the Director, end-user and the City Attorney's office determines, in writing, that such modification is advantageous to the City, except contracts originally awarded by the City Council may be amended only with the approval of the City Council, unless the amendment is to provide necessary clarification, provided by the Director and City Attorney's office, to eliminate varying interpretation.

A. Amendments to contracts shall include signatures of all parties signing the original contract, except where personnel changes have been made to authorized agents of a business entity or the positions of authority within the City. Contract amendments shall be drafted or reviewed by the Purchasing Section and the City Attorney's office prior to signing by the vendor.

B. Amendments that increase the total expenditure commitment from the informal to formal procurement limit are subject to approval through the formal contract award process as required in Section 26.1 "Notice of Intent to Award".

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C. Contract amendments shall not alter the terms and conditions or scope of work to the extent that, had the contract been bid in the modified state, the resulting low Bidder could have changed, or to the extent that the bid participation could reasonably have been expected to have increased.

Section 24.7 Contract Amendment Preparation

A. Contract amendments shall be prepared in triplicate, using the standard format provided by the Director, and shall be numbered the same as the original contract and routed in accordance with the same procedures outlined in Section 24.3, "Contract Preparation Process".

B. Contract amendments shall be signed by all parties signing the original contract.

Section 24.8 Contract Amendment Process

A. Changes not within the context of the original scope of work may not be accomplished with a change order, but shall require a Contract amendment and City Council approval if the contract amount is at or higher than the formal procurement limit of $50,000.

B. Contract amendments shall be reviewed and approved prior to the signing by the vendor in the following sequence:

1. Purchasing
2. City Attorney's Office
3. City Council (If contract amount is at or higher than $50,000)

C. A copy of any contract amendment shall be sent to the Purchasing Office for inclusion in the procurement file. When applicable, a memo citing the original Purchase Order number shall be attached to the modification to authorize increase/decrease to the encumbrance by the amount needed to meet the new contractual commitment.

ARTICLE 25 CHANGE ORDERS (Discretionary)

A. ***Change Orders***

The City of Flagstaff recognizes the need for City staff to review and approve change orders; task orders that exceed the City Council approved contract amounts; field orders that exceed the authorized limits; and purchase orders for capital projects that exceed the established limit in the City Procurement Code Manual.

The purpose of the Change Order Committee shall have authority to:

1. Review and recommend to City Council approvals, modifications, or disapprovals of design and construction change orders exceeding the time and/or dollar contractual amounts approved by the City Council;

2. Review and approve individual task orders for on-call consultant services that exceed $100,000 or 365 calendar days;

3. Review and approve field orders that exceed $100,000 or 60 calendar days;

4. Review and recommend to City Council approval of dollar and time amounts for engineering studies, feasibility studies, reports, contracts, and purchase orders for

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capital projects that exceed the amount approved by the City Council or that exceed the purchasing limits, as outlined in this Procurement Code Manual; and

5. Review anticipated purchases by the City that require approval as determined by the City Manager, City Attorney, or City Director.

Section 25.1 Change Order Process

A change order shall be in written form for any and all changes in the contract's time, conditions or compensation. This written change shall be submitted to the Change Order Committee.

A. Exception 1 – A Field Order, which is a written and limited change order that is issued under the Contract Allowance provision, does not require Change Order Committee action.

Staff shall have the following field order authorities:

Project Manager - $10,000 and 10 calendar days.
Section Head - $25,000 and 30 calendar days.
Division Head - Full contact allowance amount and 60 calendar days.

Field Orders that exceed $100,000 or 60 calendar days require the Change Order Committee to approve the field order. The Change Order Committee can approve extensions with a "no time limit" cap, if it is a no cost change.

B. Exception 2 – A Task Order, which is a written and limited order for a scope of work and is issued under the "On-Call" Consultant Contract, does not require Change Order Committee action.

Staff shall have the following Task order authorities:
Project Manager - $10,000 and 10 calendar days.
Section Head - $25,000 and 60 calendar days.
Division Head - Contact allowance, up to $100,000 and 120 calendar days.

Task Orders that exceed $100,000 or 120 calendar days require the Change Order Committee to approve the task order. The Change Order Committee can approve extensions with a "no time limit" cap, if it is a no cost change.

C. Contractor may proceed with approved work only upon receipt of a fully executed Change Order and direction of the Purchasing Agent or Project Manager. Due to

extenuating circumstances, confirming change orders are allowed upon Director and Project Manager approval.

D. Change Orders that increase the total expenditure commitment from the informal to formal procurement limit are subject to approval through the formal contract award process as required in Section 26.1 "Notice Of Intent To Award".

E. No change order(s) shall exceed 25% of the original contract amount of a professional services contract, 15% of the original contract amount of a construction project, 25% of the original contract amount for all other types of contracts OR $50,000; whichever is greater without Council approval.

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F. The City's Project Manager shall be responsible for routing of the change order form and obtaining Contractor approval. One (1) original of the completed and approved Change Order(s) shall be included in the contract file maintained by the Purchasing Agent. Copies shall be sent to Purchasing immediately after all applicable reviews and approval.

G. A copy of any Change Order shall be sent to the Purchasing Office for inclusion in the procurement file. When applicable, a memo citing the original Purchase Order number shall be attached to the Change Order to authorize increase/decrease to the encumbrance by the amount needed to make the new contractual commitment**.**

Section 25.2 Change Order Conditions

A. Contract Allowance - Contract allowances of 5%, 7.5% or 10% will be added to all design and construction contracts. The allowance is based on the engineer's estimate and will be included in design contracts for recommendation of award by City Council. The allowance will also be included in the bid for construction contracts for recommendation of award by City Council.

Contract amount*	Contract Allowance
over $1,000,000 in value	allowance of 5%;
from $999,999.99 to $250,000	allowance of 7.5%
from $249,999.99 or lower	allowance of 10%.

B. Administrative Change Orders - A ten-percent (10%) Administrative Change Order (ACO) amount may be included in all design and construction contracts to be considered by the City Council. The ACO amount is 10% of the total contract less the Contract Allowance amount. The ACO shall not exceed $500,000.

Administrative Authorization

Contract Amount	Allowance	Administrative CO.	Total	Total Percentage
$12,000,000	$600,000	$500,000	$1,100,000	9.2%
5,000,000	250,000	500,000	750,000	15.0%
1,000,000	50,000	100,000	150,000	15.0%
500,000	37,500	50,000	87,500	17.5%
100,000	10,000	10,000	20,000	20.0%

Task order – These are authorized scopes of engineering/design work issued to consultants who have approved on-call contracts with the City.

Section 25.3 Change Order Membership

The Change Order Committee Members will consist of the following:

1. Public Works Director or designee
2. Utilities Director or designee
3. City Attorney or designee
4. City Engineer or designee
5. Purchasing Director or Purchasing Agent

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A. The City Manager shall designate a Chair who shall preside over all the meetings, establish agendas, and distribute meeting minutes.

B. The Change Order Committee meets as necessary on Thursdays (as necessary) at 7:15 a.m. (during summer work hours) and 8:15 a.m. (during winter work hours) in the Council Conference Room.

C. An electronic copy of all change orders must be submitted to the Committee Chairperson by noon on Monday to be scheduled for the following Thursday's meeting.

D. Three original change orders, signed by the Project Manager and Department Head shall be given to the Committee Chairperson after the change order has been approved. The Committee Chairperson will obtain all other necessary signatures including the contractor or consultant and distribute copies to the Project Manager.

ARTICLE 26 AWARD OF CONTRACT (City Charter)

The City Council shall award all contracts for materials, services and construction that meet or exceed the formal procurement limit as set forth in Article 7(B), "Formal Procurement Limit." The Purchasing Director shall award all contracts less than the formal procurement limit.

Section 26.1 Notice of Intent to Award

A. Contracts requiring Council award shall be summarized in a staff summary and posted for at least five days on the City's website prior to award.

1. After Council award, Purchasing shall issue a Notice of Award, along with any associated supplemental Agreement. The Notice of Award shall require that all applicable documents (e.g., insurance certificates, performance and payment bonds and signed Agreement) be submitted to the City within ten (10) days.

2. The Purchasing Agent shall issue a Notice to Proceed for construction and service contracts upon receipt of the, insurance certificates, signed agreement and any applicable bid, performance and payment bonds.

ARTICLE 27 SPECIFICATION GUIDELINES (A.R.S. 41-2561 through 41-2568, except Section 27.12, which is an Administrative Policy)

The Director shall establish guidelines governing the review and approval of specifications for materials, services and construction required by the City as secured through the formal or informal procurement process.

Section 27.1 Content of Specifications

The Director shall establish guidelines governing the content of specifications used in City procurements to ensure adequate competition.

Section 27.2 Samples/Demonstrations

A. Samples of materials, when required during the solicitation process, shall be submitted in accordance with the instructions in the solicitation.

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B. Samples shall be furnished, free of charge, to the City submitted with the solicitation and must be accompanied by descriptive memorandum.

C. Bid samples may be held for comparison with deliveries pursuant to a contract award.

D. Samples will be returned according to the time frame included in the solicitation at the Bidder's risk and subject to his expense. The City will not reimburse the vendor for any expendable/consumable items that were consumed during the bid evaluation process.

Section 27.3 Specification Approval

The Purchasing Agent retains the authority to approve or disapprove all specifications to be used in a solicitation.

Section 27.4 Specifications Guidelines

A. A specification may provide alternate descriptions of materials, services, or construction items where two or more design, functional, or performance criteria will satisfactorily meet the City's requirements.

B. To the extent practicable, a specification shall not include any solicitation term or condition, or any contract term or condition.

C. To the extent practicable, if a specification for a common or general use item has been developed, or a qualified products list has been developed for a particular material, service, or construction item, it shall be used.

D. To the extent practicable, specifications shall emphasize functional or performance criteria. When using performance specifications all brands bid shall be evaluated after receipt of bids to determine those meeting specifications.

E. To the extent practicable, specifications shall be written as minimum standards.

F. Unless otherwise specifically stated in the solicitation, any equipment or materials specified shall be standard, new, and state-of-the-art in quality and design, and shall comply fully with all applicable federal and Arizona laws and regulations.

Section 27.5 Maximum Practicable Competition; Brand Name or Approved Alternate; Qualified Products List

A. ***Maximum Practicable Competition***. All specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the City's needs and shall not be unduly restrictive.

1. To the extent practicable and unless otherwise permitted by this section, all specifications shall describe the City's requirements in a manner that does not unnecessarily exclude a specific material, service or construction item.

2. Proprietary or brand name specifications shall not be used unless the Director determines in writing that such specifications are required and demonstrate technological justification and that it is not practicable or advantageous to use a less restrictive specification.

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3. To the extent practicable, the City shall use accepted commercial specifications and shall procure standard commercial materials and avoid proprietary specifications whenever practicable.

B. ***Brand name or approved alternate***. A brand name or approved alternate specification shall only be used when the Director determines in writing that use of a brand name or approved alternate specification is advantageous to the City and the solicitation provides for the submission of equivalent products. The solicitation document shall state that "the City reserves the right to determine what is considered an equivalent product."

1. A brand name or approved alternate specification shall designate as many different brands as are practicable or approved alternate specifications.

2. A brand name or approved alternate specification shall include a description of the particular design, functional, or performance characteristics that are required, unless the Director determines in writing that the essential characteristics of the brand names designated in the specifications are commonly known.

3. A solicitation that uses a brand name or approved alternate specification shall explain 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. The solicitation shall state that products substantially equivalent to those brands designated shall qualify for consideration.

C. ***Qualified products list***. A qualified products list may be prepared and utilized, if the Purchasing Agent determines in writing that testing or examinations of the material or construction items prior to the issuance of the solicitation is desirable or necessary in order to best satisfy the City's requirements. As many potential suppliers as practicable shall be solicited to submit products for testing and examination to determine acceptability for inclusion on a qualified products list. Any potential supplier, even though not solicited, may offer its products for consideration in accordance with the schedule or procedure established for this purpose. The qualified products list shall not be modified after the solicitation is issued.

Section 27.6 Inspections and Tests

A. The inspection or testing of any material to verify specification adherence or qualify for a products list, shall be performed in a manner established on a case by case basis.

B. If testing is required, the requirements shall be included in the solicitation.

C. The City reserves the right to require testing or inspection by a recognized testing laboratory or consultant selected by the City.

D. The cost of testing or inspection shall be borne by the Bidder submitting a bid for the products the City is requesting.

Section 27.7 Proprietary Specifications

Proprietary specifications are not justified by past success in performance, the inconvenience of writing specifications, or the desire to maintain a single brand that is not supported by technological justification.

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Section 27.8 Product Testing Guidelines

City Staff may test materials or services in a manner agreed upon with the material or service supplier provided the following guidelines are applied:

A. City Staff is not required to test solely for supplier's benefit;

B. City Staff may not accept materials for testing unless those materials have been purchased through purchasing procedures provided by this Procurement Code Manual;

C. Any testing shall be at the direction and convenience of City staff;

D. The City's name may not be used by any person in connection with any advertising sale, or promotion of any product tested by the City staff; and

E. Any materials testing shall be pursuant to industry standard testing of materials and a written testing agreement shall be in place between the City and the supplier. The Director must be notified of all testing agreements prior to commencement of testing.

Section 27.9 Specifications Prepared by Architects; Engineers; Consultants

All specifications prepared for City contracts shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the City's needs and shall not be unduly restrictive. In the event that suitable specifications cannot be developed by City staff, the Director may retain a specification consultant for the purpose of assisting with the writing of the specifications. The consultant shall be selected pursuant to either Section 7.1, "Informal Procurement Process", or Article 11, "Formal Procurement Process—Request for Proposals".

Section 27.10 Preparation of Specifications by Persons Other than City Personnel

A. The City may contract for the preparation of specifications with persons other than City personnel including, but not limited to, consultants, architects, engineers, designers, manufacturers, and others.

B. The requirements of Article 27, "Specifications Guidelines" shall apply to all specifications prepared by vendors, including, but not limited to, those prepared by consultants, architects, engineers, designers, and other draftsmen of specifications for public contracts. Contracts for the preparation of specifications by other than City personnel shall require the specification writer to adhere to such requirements.

C. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which the specification was prepared nor is the preparer eligible to supply any product to a Bidder or Proposer on the solicitation for which the specification was prepared; provided however, the Director may make an exception to this provision when justified by the business practices of the applicable industry or it is otherwise in the best interest of the City. The Purchasing Agent shall place in the solicitation file, a written determination, including all relevant facts in any case where an exception is made.

D. The terms and conditions of contracts for preparation of specifications shall reference the rule in Subsection C above.

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Section 27.11 Recycled and energy consumptive materials; life cycle costing; environmental procurement.

Guidelines shall be established governing the review and approval of specifications for the procurement of selected materials based on considerations of recycling, energy conservation, life cycle costing and other environmental considerations.

Section 27.12 Environmental/Sustainable Procurement Policy

A. A Sustainable Purchasing Policy, hereinafter referred to as Policy, has been established to ensure the procurement of products and services that reduce the consumption of resources and the production of waste, minimize adverse health effects and reduce costs to the City.

The principles of the Policy are rooted in resource efficiency, life cycle perspective, and pollution prevention. Resource efficiency incorporates preference to reusable content and recycled materials over virgin materials, as well energy and water conservation. Life cycle perspective considers the environmental impact of a product or service over its lifetime (raw material extraction, manufacturing, packaging, transport, energy consumption, maintenance and disposal). Pollution prevention incorporates processes and practices that prevent the creation of pollution and wastes, rather than managing these after they have been created.

The Policy requires the City to:

1. Strongly promote the purchase and use of materials, products and services that are fiscally responsible, reduce resource consumption and waste, promote local business opportunities, and promote human health and well-being.
2. Minimize the consumption of non-replaceable natural resources by reviewing current and proposed future usage and evaluating the pros and cons of alternatives.
3. Maximize the reuse and recycling of materials. Require a minimum 50% post-consumer waste recycled content for paper. Require recyclability of products in compliance with the City's recycling program, reusability, and performance consistent with City standards to the extent practicable.
4. Use and require contractors and consultants to use products manufactured with maximum practical amount of recovered material, especially post-consumer material.
5. Stimulate demand for products and services supporting the Policy by letting manufacturers and suppliers know the performance the City expects.

B. The Sustainability Program staff shall provide support to Purchasing and Division Staff in their efforts to meet the requirements of the Policy.

C. Procedures and Guidelines may be established as necessary to ensure the continuation of a strong Sustainable Procurement Program.

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ARTICLE 28 DISPOSITION OF SURPLUS PERSONAL PROPERTY (CITY CHARTER)

A. ***Surplus Personal Property Disposition***

The City Council or designee, may sell, trade, transfer between offices, Divisions or otherwise dispose of surplus personal property pursuant to Article 8, "Contracts", Sections 4, "Transfer and Sale of property Within City Government", and Section 10, "Sale of City Property", number 1 and 3 of the Flagstaff City Charter. Each sale shall be made to the highest responsible Bidder after published notice of the sale in accordance with the following schedule:

1. Informal Process: Personal property having a value of $500.00 or less may be sold without published notice, but written advice of such sale or disposal shall be given to the City Council.

2. Formal Process: Personal property valued in excess of $500.00 shall be sold after published notice of the sale for at least once, but not less than five (5) days prior to the published notice. .

   2.1 All personal property disposition under a formal process, shall be sold by public on-site auction, public on-line bidding process or through a formal competitive sealed bid sale process.

   2.2 Any surplus property shall be sold through a formal competitive sealed bid sale, when it is more advantageous to the City than holding it for public on-site auction or public on-line bidding.

   2.3 All formal sealed bid sales shall be conducted in a manner substantially similar to the procedures established in Article 10, "Formal Procurement Process—Invitation For Bids" and shall include a description of the property for sale and all terms and conditions applicable to the sale.

   2.4 Public notice of any sealed bid sale shall be published at least once in the official newspaper, not less than five (5) days prior to the opening of the bids.

   2.5 Any surplus property sold under this formal competitive sealed bid sale process, shall be sold to the person making the highest responsive, responsible, offer most advantageous to the City.

Property seized during the course of a police investigation shall not be subject to this Procurement Code Manual until such time as any State and Federal laws have been complied with and the property is declared surplus by the Police Department.

B. ***Declaration Regarding Surplus Property***

The disposition of all City owned surplus property shall be determined and handled by the City's Central Warehouse. Divisions shall be responsible for property in their possession and as necessary, may declare such property as surplus and shall complete a surplus property form with all required signatures. This form is available on the City of Flagstaff CityNet and shall accompany all items taken to the Warehouse as surplus property and need to reflect whether the item(s) are operational or not, so the information can be given to Bidders.

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Section 28.1 Organizational Need

Prior to pursuing any method for disposal of surplus property, the Division or end-user shall first determine that it is of no use to any other Division. Divisions shall review inventories of personal property to determine the existence of excess or obsolete items that could be declared surplus property and shall notify the Central Warehouse Manager.

Section 28.2 Surplus Property Listing

A listing of surplus property shall be maintained by each Division and such property shall be transferred between Divisions as needed prior to any other disposition method handled by the Central Warehouse. The Central Warehouse shall maintain a surplus property list of all items that are located at the Central Warehouse and scheduled to be sold either through a public on-site auction or public on-line bid sale.

Section 28.3 Surplus Property Trade-In Allowance

Prior to trading for credit against a new purchase or service, the Purchasing Agent shall determine the fair market value and document the disposal in the surplus item file with reference to the Purchase Order for the new goods or services.

Section 28.4 Proceeds From Sales

All proceeds from the sale of surplus property shall be deposited in an established revenue account of the City determined by the Finance Director.

Section 28.5 Donation of Surplus Property

Surplus personal property may be donated to organizations in exchange for services that would benefit the local Flagstaff community, where such value would exceed the revenues generated from a sale through an auction or sealed bid, as determined in writing by the Director. For donations valued in excess of $50.00, the receiving organization shall execute a receipt or contract according to how the donation will be used. Any donation, exceeding $500.00 in value, shall be approved by the City Council.

ARTICLE 29 PROTESTS (Discretionary)

An actual or prospective Bidder or Proposer, who is aggrieved in connection with the solicitation or award of a contract, may protest any aspect of a solicitation prior to award of a contract.

Section 29.1 Time for Filing Protests

A. Protests based upon alleged improprieties in a solicitation that are apparent before the solicitation due date shall be filed not less than five (5) working days before the

solicitation due date. Contracts shall be final and no protest pursuant to this section may be filed after award.

B. In cases other than alleged improprieties in a solicitation, protests shall be filed within ten (10) days after the aggrieved person knows or should have known the facts and circumstances upon which the protest is based. However, in no event, shall the protest be filed later than ten (10) days after issuance of notification of award.

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Section 29.2 Filing of a Protest

A. A protest shall be submitted, in writing, to the Director and shall include the following information:

1. The name, address, telephone number and e-mail address of the Protestant;

2. The signature of the Protestant or its representative;

3. Identification of the solicitation and contract number;

4. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and

5. The form of relief requested.

B. The Director, without waiving the City's right to dismiss the protest for lack of timeliness, may consider any protest that is not filed timely.

C. The Director shall give notice of the protest to the successful vendor if award has been made, or if no award has been made, to all actual or prospective Bidders or Proposers.

D. The Director shall review the formal protest and issue a written ruling within fourteen (14) days of receiving the formal protest in accordance with Section 29.1, "Time for Filing Protests", and Section 29.2, "Filing of a Protest". The Director may also give notice of the ruling to any other persons involved in the solicitation whose interests may be affected by the ruling requested from the Director.

E. If the Director fails to issue a decision within the time limits set forth in subsection (D) of this section, the protestant may proceed with a request for a hearing as if the Director had issued an adverse decision.

Section 29.3 Stay of Procurements During the Protest

In the event of a timely protest under Section 29.1, "Time for Filing Protests", the City may proceed further with the solicitation or with the award of the contract unless the Director makes a written determination that there is a reasonable probability that the protest will be sustained or that the stay of procurement is not contrary to the substantial interests of the City.

Section 29.4 Confidential Information

A. Material submitted by a Protester shall not be withheld from an interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to Procurement Code Manual provisions for confidential material.

B. If the Protester believes the protest contains material that should be withheld, a statement advising the Director of this fact shall accompany the protest submission.

Section 29.5 Remedies

A. If the Director sustains the protest in whole or part and determines that a solicitation or proposed contract award does not comply with the procurement statutes and regulations, the Director shall implement an appropriate remedy.

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B. In determining an appropriate remedy, the Director shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to, the seriousness of the procurement deficiency, the degree of prejudice to other interested parties or to the integrity of the procurement process, the good faith of the parties, costs to the City, the urgency of the procurement and the effect of the relief.

C. An appropriate remedy may include one or more of the following:

1. Reissue the solicitation and award a contract consistent with this Procurement Code Manual; or
2. Such other relief as is determined necessary to ensure compliance with the City Charter, City ordinances and/or this procurement Code Manual.

Section 29.6 Dismissal Before Hearing

The Director shall dismiss a protest, upon a written determination, before scheduling a hearing if:

1. The protest does not state a valid basis for protest; or

2. The protest is untimely pursuant to Article 29, "Protests".

ARTICLE 30 HEARINGS (Discretionary)

These procedures apply to a claim or controversy by an interested party arising out of a solicitation issued by the City, a proposed award of a City contract, or a debarment from the City procurement process. Hearings required or permitted by this Procurement Code Manual shall be conducted by the City Manager or designee.

Section 30.1 Request for Hearing

A. If a controversy or formal protest is not resolved by the Protestant and the Director, the Protestant may request a hearing in writing ("Hearing Request"), to the Director, within ten (10) days. The hearing will be conducted by the City Manager, or the City Manager's designee ("Hearing Officer") and shall be held within thirty (30) days after the Hearing Request is received by the Director, unless the parties agree otherwise.

B. Award of a City contract may be postponed if a timely Hearing Request is received.

Section 30.2 Rights and Responsibilities

A. Generally. Parties may be requested by legal counsel at the hearing before the Hearing Officer. A party may present testimony and documentary evidence and argument with respect to the issues and may examine and cross examine witnesses.

B. Preparation. A party shall have all witnesses, documents and exhibits available on the date of the hearing.

C. Exhibits. A party shall provide a copy of each exhibit to all other parties at the time the exhibit is offered to the Hearing Officer, unless it was previously provided to the other parties.

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Section 30.3 Ex Parte Communications

A. A party shall not communicate, either directly or indirectly, with the hearing Officer about any substantive issue in a pending matter unless:

1. All parties are present;

2. It is during a public meeting of the City Council of which notice was given as required by the Arizona Revised Statutes and City ordinances;

3. It is during a scheduled proceeding, where an absent party fails to appear after proper notice; or

4. It is in writing with copies to all parties.

B. All parties shall not file a document or send a letter to the Hearing Officer without sending a copy to the other parties. All parties shall make sure that all other parties are notified and given a copy of any document sent to a Hearing officer.

Section 30.4 Conduct of Hearing

A. Recording of Hearing. The Hearing Officer will have a recording made of the hearing at the expense of the City. To maintain the objectivity of the hearing record, the Hearing Officer shall control the process of making the recording during the hearing. If the Protestant or its representatives request a transcript of the proceeding, it shall pay the costs to the City, in burdened staff time or actual cost of a contract stenographer, of creating the transcript.

B. Opening. The Hearing Officer shall begin the hearing by stating the nature and scope of the hearing, and identifying the parties, counsel, and witnesses for the record.

C. Stipulations. The Hearing officer shall enter into the record any stipulation, settlement agreement, or consent order entered into by any of the parties before or during the hearing.

D. Opening Statements. The Protestant may make an opening statement at the beginning of a hearing. All other parties may make statements in a sequence determined by the Hearing Officer.

E. Order of Presentation. After opening statements, the Protestant shall begin the presentation of evidence, unless the parties agree otherwise or the Hearing Officer determines that requiring another party to proceed first would be more expeditious or appropriate, and would not prejudice any other party.

F. Examination and Documentary Evidence. A party shall conduct direct and cross examination of witnesses on the order and manner determined by the Hearing Officer to expedite and ensure a fair hearing. The Hearing Officer shall make rulings necessary to prevent argumentative, repetitive, or irrelevant questioning and to expedite the examination. The rules of evidence do not apply, and the Hearing Officer may admit evidence over hearsay or other objections where the offered evidence has substantial probative value and reliability. The Hearing Officer shall mark exhibits and admit them into the record as evidence as the parties present them. Copies of records and documents prepared in the ordinary course of business may be admitted. Summary accounting records may be admitted subject to satisfactory proof of the reliability of the summaries.

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G. Closing Argument and Post Hearing Memoranda. When all evidence has been received, parties shall have the opportunity to present closing argument, in a sequence determined by the Hearing Officer. The Hearing Officer may permit or require closing oral argument to be supplemented by written memoranda. The Hearing officer may permit or require written memoranda, as well as proposed findings, to be submitted simultaneously or sequentially after the hearing.

H. Conclusion of Hearing. Unless otherwise provided by the Hearing Officer, the hearing is concluded upon the submission of all evidence, the making of final argument, or the submission of all post hearing documents, whichever occurs last.

I. Closing of the Hearing Record. At the end of the hearing, the Hearing Officer shall set deadlines for submission of post hearing filings and the date for the closing of the record.

J. Findings. The Hearing Officer shall issue written findings within ten (10) days of the close of the record. The original of the findings shall be sent to the City Clerk with copies to the City Council and the parties.

Section 30.5 Failure of Party to Appear for Hearing

If a party fails to appear at a hearing, the Hearing officer may proceed with the presentation of the evidence of the party who is present.

Section 30.6 Witnesses

All witnesses at the hearing shall testify under oath or affirmation.

Section 30.7 Burden of Persuasion

Unless otherwise provided by law:

1. The party asserting a claim, right, or entitlement has the burden of persuasion; and

2. A party asserting an affirmative defense has the burden of establishing the affirmative defense.

Section 30.8 Disruptions

A person shall not interfere with access to or from the hearing room, or interfere, or threaten interference with the hearing. If a person interferes, threatens interference, or disrupts the hearing, the Hearing Officer may order the disruptive person to leave or be removed.

Section 30.9 Hearing Record

A. Maintenance. The City clerk shall maintain the official record of a matter.

B. Transfer of Record. Any party requesting a copy of the record or any portion of the record shall make a request to the City Clerk and shall pay the costs of duplication, based upon the City's copying charges.

C. Release of Exhibits. Exhibits shall be released:

1. Upon the order of a court of competent jurisdiction ; or

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2. Upon written request of the party who submitted the exhibits if the time for judicial appeal has expired and no appeal is pending.

Section 30.10 Finality of Hearing Officer's Findings

A. The Hearing officer's findings shall be final and documented in written format and made part of the solicitation file.

ARTICLE 31 SUSPENSION, DEBARMENT (A.R.S. 41-2613)

A. The Director may suspend or debar any person from consideration for award of a contract pursuant to this Procurement Code Manual. Suspension of any person shall not exceed six (6) months. A debarment shall not exceed three (3) years.

B. The causes for debarment or suspension may include, but are not limited to, the following:

1. Conviction of any person or any subsidiary or affiliate of any person for commission of a criminal offense arising out of obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

2. Conviction of any person or any subsidiary or affiliate of any person under any statute of the Federal Government, this State or any other state for embezzlement, theft, fraudulent schemes and artifices, fraudulent schemes and practices, bid rigging, perjury, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a City contractor.

3. Conviction or civil judgment finding a violation by any person or any subsidiary or affiliate of any person under state or federal antitrust statutes.

4. Violations of contract provisions of a character which are deemed to be so serious as to justify debarment action, such as either of the following:

   a. Knowingly failing without good cause to perform in accordance with the specifications or within the time limit provided in the contract.

   b. Failure to perform or unsatisfactory performance in accordance with the terms of a contract, except that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.

5. Any other cause deemed to affect responsibility as a City contractor, including suspension or debarment of such person or any subsidiary or affiliate of such person by another governmental entity for any cause listed in the established rules.

C. Before imposing a suspension or debarment, the Director shall give the affected party written notice of the grounds for suspension or debarment and shall afford such person an opportunity for hearing.

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Section 31.1 Resolution of Contract Controversies - Materials, Services and Construction Contracts

A. The Purchasing Agent and the end-user shall have the authority and responsibility to enforce all performance and terms under all contracts where they are named as Administrator.

B. If any issue regarding performance under the contract cannot be resolved by mutual agreement between the Purchasing Agent/end-user and the Vendor/Contractor shall, through the City Attorney's Office, pursue resolution as provided in the terms of the original contract or under applicable law. The Purchasing Agent shall prepare a written decision informing the vendor of the required performance**.**

1. Final written decision shall include:

   a. A description of the controversy;

   b. A reference to the pertinent contract provision;

   c. A statement of the factual areas of agreement or disagreement;

   d. A statement of the decision, with supporting rationale; and

   e. Instructions for appeal

After preparation of the decision, the Contract Administrator shall send the decision to the Director who shall deliver the decision to the Vendor/Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

C. If the Vendor/Contractor fails to comply with all terms of the notice of final decision, the Vendor/Contractor may be declared in default and the contract may be terminated based upon the review and procurement/legal opinion from the Director and City Attorney's Office.

The Vendor/Contractor may be suspended or debarred under the provision of Article 31, "Suspension, Debarment". The Director may render a decision for the suspension and debarment of the Vendor/Contractor if violations of contract provisions of a character which are deemed to be so serious as to justify debarment action, such as either of the following:

a. Knowingly failing without good cause to perform in accordance with the specifications/scope of work or within the time limit provided in the contract.

b. Failure to perform or unsatisfactory performance in accordance with the terms of a contract, except that failure to perform or unsatisfactory performance caused by acts beyond the control of the Vendor/Contractor shall not be considered to be a basis for debarment.

ARTICLE 32 SEVERABILITY (Discretionary)

If any article, paragraph, sentence, clause, or phrase of this Procurement Code Manual or its application to a particular set of persons or circumstances is for any reason declared invalid or unconstitutional by the decision of any court or competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Procurement Code Manual, it being the intent that the provisions of this Procurement Code Manual are severable.

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PROCUREMENT MANUAL POLICY DECISIONS FOR COUNCIL

ARTICLE 10 ***Related to Invitation for Bids (IFB) for contracts exceeding $50,000***

Option 1: Adopt Procurement Manual now, and decide issue of Local Preference later after study and/or evaluation of other cities' practices.

Option 2: Require staff to provide telephonic conferencing for a pre-bid conference.

ARTICLE 14-- Section 14.2 ***Related to Value Added Knowledge and Experience for Construction Projects – Request for Statement of Qualifications (non-bid process)***

Option 1: Change 10 points (10%) to another percent, lower or higher.

Option 2: Allow Procurement Director to approve more than 10% when appropriate for project.

Option 3: Implement Vice Mayor Evan's proposed changes to Value Added Knowledge and Experience as shown below: (caps is new text, deletions are stricken)

D. **Value Added Knowledge and Experience** (10 points)

The team hired by the City must be familiar with local community needs, standards, historical challenges, local codes and site conditions. Additionally, the team must be accessible to City staff AND CITIZENS during the contracted design and construction phase of the project.

1. Resolution of issues may be part of the project work. Describe your response protocol and how the firm's Project Manager (responsible person in charge) will be accessible to City staff AND CITIZENS.

2. Explain why your firm is particularly qualified to perform your services in the Flagstaff area. Demonstrate the Project Manager's (or responsible person in charge) knowledge of local geology, climate, practices materials and codes by specifying in the submittal their experience working in the Northern Arizona region or in a region with geology, climate and conditions similar to those in the city of Flagstaff.
~~a.~~
3. Briefly describe two of your most recent projects that were performed in the greater Flagstaff area~~ or an area that presents geologically and climatologically similar characteristics~~. (AS DEFINED BY THE REGIONAL PLAN AND/OR FMPO BOUNDARIES).

~~3.~~4. During construction, what is the response time by a qualified person (decision making authority) to meet IN PERSON and resolve concerns and to accommodate unforeseen issues (5 points if less than 30 minutes, 0 points if over 30 minutes)

Option 4: Allocate specific points for each Value Added Knowledge and Experience criteria or specific sections (e.g. 4% if recent projects were completed in the greater Flagstaff area and 2% if projects were completed in another region outside of Flagstaff that presented geologically and climatologically similar characteristics or split out total assigned percentages based on response time to meet in person).

Option 5: Authorize Procurement Director to establish specific points for each Value Added Knowledge and Experience criteria in the RFP, based on the project.

ARTICLE 25 ***Related to Change Orders that exceed City Council approved contract amounts***

Option 1: Continue with the current policy where the Change Order Committee has the authority to:

a. Review and recommend to City Council any approvals, modifications, or disapprovals of design and construction change orders exceeding the time and/or contractual dollar amounts approved by Council;

b. Review and approve individual Task Orders for On-Call Consultant services that exceed $100,000 or 365 calendar days;

c. Review and approve field orders that exceed $100,000 or 60 calendar days; and

d. Review and recommend to City Council approval of dollars and calendar days for engineering studies, feasibility studies, reports, contracts and purchase orders for capital projects that exceed the amount approved by City Council or exceed the purchasing threshold dollar limits, as outlined in the Procurement Code Manual.

Option 2: Revise each or any combination of the following sections:

a. Change Order Process
b. Change Order Conditions
c. Change Order Membership

(There is too much information pertaining to these sections in option 2 to list out, so I will go over in the work session presentation).

ARTICLE 29 ***Related to Bid Protests. A Bidder or Proposer who is aggrieved in connection with the solicitation or award of a contract, may protest any aspect of a solicitation prior to or after award of a contract. The question is whether to provide the bidder with additional administrative options for protests.***

Option 1: Continue with the current policy where an aggrieved Bidder or Proposer files a formal protest with the Purchasing Director who shall issue a written ruling, within 14 days, on all contracts regardless of the contract dollar amount and all other associated sections.

Option 2: Allow an aggrieved Bidder or Proposer to file a formal protest with the City Manager who shall issue a written ruling, within 14 days or some other number of days deemed appropriate, on contracts less than $50,000;

Option 3: Allow an aggrieved Bidder or Proposer to file a formal protest with City Council who shall issue a written ruling, within 14 days or some other number of days deemed appropriate, on contracts exceeding $50,000.

Option 4: Revise each or any combination of the following sections:

a. Time for Filing Protests
b. Filing of a Protest
c. Stay of Procurements During the Protest
d. Confidential Information
e. Remedies
f. Dismissal Before Hearing

(There is too much information pertaining to these sections in option 4 to list out, so I will go over in the work session presentation).

ARTICLE 30 ***Related to Hearings. If a controversy or formal protest is not resolved by the Protestant and the Purchasing Director, the Protestant may request a hearing, in writing, to the Purchasing Director within 10 days; with the hearing being conducted by the City Manager or the City Manager's designee. The question is whether to provide the Protestant with this administrative option for protest resolution.***

Option 1: Continue with the current policy where a Protestant may request a hearing, in writing, to the Purchasing Director within 10 days or some other number of days deemed appropriate, with the hearing being conducted by the City Council or the City Council's designee and all other associated sections.

Option 2: Revise each or any combination of the following sections:

a. Request for Hearing
b. Rights and Responsibilities
c. Ex Parte Communications
d. Conduct of hearing
e. Failure of Party to Appear for Hearing
f. Witnesses
g. Burden of Persuasion
h. Disruptions
i. Hearing Record
j. Finality of Hearing Officer's Findings

(There is too much information pertaining to these sections in option 2 to list out, so I will go over in the work session presentation).

Option 3: Eliminate the hearing process altogether and require complete due process through mediation.

Option 4: Eliminate the hearing process altogether and require complete due process through arbitration.

Memorandum

10.

CITY OF FLAGSTAFF

To:	The Honorable Mayor and Council
From:	Kevin Burke, City Manager
Date:	05/03/2013
Meeting Date:	05/14/2013

TITLE:
Review of Boards and Commissions.

DESIRED OUTCOME:

Provide direction to staff on process for accomplishing the review.

INFORMATION:

In July of 2012, the City Council set as one of its goals, a desire to review each Board and Commission. This review would include an assessment of the number, role and scope of commissions as well as how to process reports and recommendations from commissions. In order to begin this assessment, Council wanted to better understand the purpose and structure of each board.

City Clerk, Elizabeth Burke, developed the attached spreadsheet which provides the purpose, legislative authority, number of voting members, the appointing authority and the terms of members for each board or commission. There are links in this document to actual code that established the board or commission.

With this information, the City Manager is requesting direction regarding how Council would like to review the material. The May 14th agenda item is strictly about establishing the process for review and not actually reviewing any board or commission. A suggestion would be to ask Council if there are specific questions or additional goals beyond knowledge that the Council wishes to accomplish. Examples of such questions can be found in the attachment. With these questions and/or goals in mind, one process could be to look at each column in the spreadsheet and compare against the relevant questions. Such a review may take several meetings. As such, Council may need to decide if this merits a special work session or break into several work sessions. Lastly, Council needs to decide what role the members, chairs, and staff liaisons of each commission might play in this review.

Attachments: Recap
Board Ques

Form Review

Inbox	Reviewed By	Date
DCM - Jerene Watson	Elizabeth A. Burke	05/03/2013 03:09 PM

Form Started By: Kevin Burke
Started On: 05/03/2013 02:25 PM

Final Approval Date: 05/03/2013

CITY OF FLAGSTAFF – BOARDS / COMMISSIONS

NAME	TERMS	APP'D BY	AUTHORITY	# VOTING MEMBERS	PURPOSE
Airport Commission	3 yrs	CC	CC 2-11	7	Responsible for reviewing and reporting to the Council on the development of the Airpark and on matters affecting the operation and efficiency of the airport, using the Airport Master Plan as a guide.
Audit Committee	Indef.	CC	Res. No. 2002-59	6	Meets as needed, but at least once a year, to review the Annual Financial and Single Audit reports. The Councilmember representative to the committee is a voting member.
Beautification and Public Art Commission	3 yrs	CC	CC 2-14	9	Recommends expenditures from the BBB beautification fund and public art portion of the BBB arts and science fund. It studies and recommends community beautification projects ranging from landscaping and irrigation, signs and billboards, buildings, facilities, streetscapes, gateways, the purchase and installation of public art projects within beautification projects, property acquisition for beautification and/or public art projects, and neighborhood-initiated projects, to mention a few.
Board of Adjustment	3 yrs	CC	CC 2-10	7	Holds hearings on requests for variances and appeals of decisions by the Zoning Administrator. The board does not have the authority to change zoning law.
Building and Fire Code Board of Appeals	5 yrs	CC	Res. 1565 CC 2-02	5	Meet when necessary. The board holds hearings on appeals related to the application and interpretation of City building and fire codes. The Board of Appeals has no authority to interpret the administrative provisions of the code, nor is the board empowered to waive requirements of the code.
Commission on Disability Awareness	3 yrs	CC	CC 2-18	9	Serves the disabled community in Flagstaff. The commission's goals are to expand educational opportunities; improve access to housing, buildings, and transportation; have greater participation in recreational, social, and cultural activities; encourage greater opportunity for employment; and expand and strengthen rehabilitative programs and facilities.

Commission on Diversity Awareness	3 yrs	CC	CC 2-08	7	Represent the diverse population of Flagstaff. The mission of the commission includes, but is not limited to, fostering mutual understanding, tolerance, respect, and awareness among all citizens; recognizing the different economic, cultural, social, racial, religious, and ethnic groups within the City; cooperating in the development of educational programs dedicated to improving community relations; and enlisting the support of various groups to foster diversity awareness.
Flagstaff Housing Authority	4 yrs	Mayor	CC 1-13 ARS §36-1404.B	7	Oversees the functions of the Housing Authority. The Authority implements the City's public housing programs.
Heritage Preservation Commission	3 yrs	CC	CC 2-19	7	It advises the City Council on all matters relating to historic preservation, and reviews development projects in designated historic districts.
Industrial Development Authority	6 yrs	CC	Res. No. 1636	9	Meet on an as-needed basis. This is an independent authority established by State law. The Authority issues revenue bonds to projects eligible for financing under State statute. The City Council gives final approval on all bonds.
Library Board	3 yrs	CC	Intergovernmental Agreement	6	Consists of two County residents, four City residents, and one each non-voting member of the City Council and the Board of Supervisors. The Library Board does not meet in July or November and serves as a citizen's advisory board to the Library Director.
Open Spaces Commission	3 yrs	CC	CC 2-20	9	includes representatives from the Planning and Zoning and Parks and Recreation Commissions. The commission serves as an advisory body on the acquisition, management, use, restoration, enhancement, protection, and conservation of open space land.
Parks and Recreation Commission	3 yrs	CC	CC 2-03	7	Makes recommendations to the Council regarding City parks and recreational programs, the annual budget and capital improvements for the Parks and Recreation Division.
Personnel Board	4 yrs	CC	Ord. Nos. 1146, 1198	7	Conducts hearings to ensure due process for regular, classified employees who are dismissed, demoted, or suspended without pay. The Board forwards all recommendations to the City Manager who has final authority in all personnel matters.

Planning and Zoning Commission	3 yrs	CC	CC 2-01 ARS §9-461.02	7	Serves as an advisory board to the Council on matters relating to the growth and physical development of the City. The commission also conducts hearings on amendments to the Zoning Map, tentative subdivision plats, and Development Review Board appeals.
Pub Safety Personnel Retirement System Board	4 yrs	CC	ARS §38-847	7	Consists of the Mayor, two citizens, and two representatives each from the Police Department and Fire Department. The board meets as needed to process membership and retirement applications from Flagstaff police officers and firefighters.
Self-Insurance Trust Fund Board	Indef.	CC	ARS §11-981 CC 1-24	5	Pursuant to State law, the board meets once a year to review payment of insurance benefit losses and claims of the City. (Same members as Audit Committee)
Sustainability Commission	3 yrs	CC	CC 2-17	7	Responsible for recommending and coordinating activities in concert with the City of Flagstaff Sustainability Program. To accomplish this objective, the Commission will address the social, economic, and environmental considerations of meeting the needs of current and future citizens. Among the Commission's directives are the promotion of sustainable practices in all spheres of life and educating Flagstaff citizens.
Tourism Commission	3 yrs	CC	CC 2-13	9	The mission of the Tourism Commission is to develop, promote, and maintain Flagstaff as a year-round visitor destination with professional visitor services that will benefit the community economically, environmentally, and socially.
Transportation Commission	3 yrs	CC	CC 2-12	7	The Transportation Commission reviews requests for changes in traffic regulations and formulates and recommends traffic-related policies and ordinances to the Council. The commission sponsors two subcommittees: the Bicycle Advisory Committee and the Pedestrian Advisory Committee, each consisting of seven voting members.
Water Commission	3 yrs	CC	CC 2-04	9	It reviews extensions of the water and sewer collection systems, treatment and use of water furnished by the City, treatment and disposal of the City's sewage system effluent, and water/sewer rates.

BOARDS & COMMISSIONS

Specific Issues

1. Are all existing B/C still relevant and necessary?
2. Are additional B/C needed?
3. What is the role of B/C? – Fact find, advocate, recommend?
4. Is the number of B/C membership of each appropriate?

General Issues

1. Should all B/C members have the same term and be appointed the same month?
2. Should there be a term limit?
3. How should vacancies be noticed to the public?
4. How should applicants be screened, contacted, interviewed?
5. Should applicants be discussed in Executive Session?
6. How should appointees be trained in open meeting laws, public records laws?
7. What should staff's role on a B/C be?
8. Can commissioners serve on more than one B/C? What about B/C not appointed by Council (i.e. Bicycle Advisory/Pedestrian Advisory)?
9. Can a current commissioner apply for an open vacancy?
10. How should an outgoing commissioner be recognized?