

PROCUREMENT

§ 38.35 SHORT TITLE.

The provisions of this subchapter shall be known as the “Procurement Code” or the “Procurement Ordinance” of the City of Hollywood.

The City, in all solicitations or advertisements for purchasing of goods, supplies, materials, equipment and services, will receive consideration from qualified businesses without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. Additionally, procurement documents issued by the City will include a statement in the Terms and Conditions providing that the City adheres to all federal and state equal opportunity requirements.

§ 38.36 PURPOSE.

The purpose and intent of this subchapter is to prescribe the manner in which the City shall control the purchase of goods, supplies, materials, equipment, and services, and to maintain a high ethical standard for all officers and employees of the City in connection therewith. To do so, the this Procurement Code shall:

- (1) Provide a uniform system for procurement and supply management;
- (2) Ensure a system of quality and integrity in procurement;
- (3) Simplify, clarify, and modernize methods governing procurement;
- (4) Maximize open competition;
- (5) Maximize the purchasing value of public funds;
- (6) Provide for public confidence in procedures followed in public procurement;
- (7) Promote fair treatment to all suppliers of goods, supplies, materials, equipment and services;
- (8) Encourage participation by local businesses; and
- (9) Ensure the highest level of oversight, ethics, and protocol.

§ 38.37 DEFINITIONS.

For purposes of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Budget means the annual appropriations for each using agency established by resolution of the City Commission, together with resolutions amending annual appropriations.

Chief Procurement Officer ("CPO") is responsible for the City procurement processes, work, policies, and staff performing such functions. The primary duties and responsibilities of the CPO are set forth in § 38.40 of this Procurement Code.

Commercially useful business function means a business function that adds value to the goods, supplies, materials, equipment and services supplied under contract. A business is considered to perform a commercially useful business function when it is responsible for execution of a distinct element of work of a contract and carrying out its responsibilities by actually performing the work requested. Businesses that merely act as a conduit do not perform a commercially useful business function. In determining whether a business performs a commercially useful business function, consideration will include but not be limited to whether the business adds value to the service or product provided; the amount of work subcontracted; industry practice; whether the business has a distributorship agreement with the manufacturer; whether the business warrants the product or service; and whether the business provides the product or service to the public or other businesses.

Competitive Basis is the process that is used when a Formal Solicitation Procedure as set forth in this subchapter is not used, with different requirements depending upon the value of the procurement. These requirements are set forth in detail in the Procurement Manual.

Competitive Bid, Competitive Bidding is a procurement method in which 1) prices from competing contractors, suppliers or vendors are invited by openly advertising the scope and specifications of the proposed contract, and 2) the contract is awarded based on lowest price and best value to the City.

Competitive negotiation:

- (1) Is a procedure in which ~~whereby~~ the City negotiates a contract for goods, supplies, materials, equipment or services, professional or non-professional, including construction, real estate development, engineering services, or other types of agreements that result in an expenditure of funds or efforts authorized by competitive selection or an approved sourcing methodology;
- (2) Should the City be unable to negotiate a satisfactory contract with a firm considered to be the most qualified, at a price the City determines to be fair and reasonable, negotiations with that firm shall be formally terminated. The City shall then undertake negotiations with the second ranked or most qualified firm and thereafter, if necessary, with the next highest ranked firm;

(3) Should the City be unable to negotiate a satisfactory contract with any of the selected firms, additional firms may be selected in accordance with the ranking received in the initial competitive solicitation process; and

(4) Negotiations may continue until an agreement is reached or the negotiation process is terminated for failure to reach an agreement.

Competitive Proposals. Sealed documents submitted in response to a Request for Proposals, Request for Qualifications, Request for Quotations, Invitations to Negotiate, or Invitations to Bid, which are to be opened at the time and place stated in the solicitation or public notice.

Competitive Selection is a procedure in which ~~whereby~~:

(1) Selection committees are appointed by the City Manager or the CPO or designee(s) to evaluate bid responses, proposals, and statements of qualifications, or any other documents submitted by firms. However, for invitations to bid, a selection committee does not require a formal appointment, but is subject to review and approval of the CPO.

(2) The ideal selection committee consists of no less than three and no more than five members, and shall include at least one subject matter expert from the using agency. The City Manager shall not serve on a selection committee. The City Attorney or designee shall serve as counsel to the selection committee.

(3) Technical advisors may be used by selection committees to assist with providing operational insight, expertise, or aid. Technical advisors are not voting members and are available to the selection committee as needed.

(4) The selection committee shall determine the relative ability of each firm or respondent to perform.

(5) For RFQs for architectural, engineering, landscape architectural or registered land surveying services, the selection committee shall recommend to the City Commission no fewer than three firms, in order of preference, deemed to be most highly qualified to perform the required services, and the City Commission shall select no fewer than three firms in order of preference, deemed to be most highly qualified to perform the required services. All CCNA procurement efforts must be in compliance with § 287.055, Florida Statutes.

Construction means services to construct, repair, alter, remodel, add to, demolish, subtract from or improve any building or structure, and related improvements to real estate, including but not limited to services performed on bridges, roads and streets, or underground, and including construction management services and/or design/build services.

Construction Management at Risk is a method of construction contracting in which the prime contractor is selected by competitive selection and competitive negotiation to provide ~~design phase consulting services~~, management and contractual responsibility for the total construction project. A fee is negotiated for profit, overhead and direct management costs. All subcontracts are awarded by the prime contractor based on competitive bids received in response to invitations to bid issued by him/her. A guaranteed maximum price, or GMP, is provided by the prime contractor, and the total price paid to the prime contractor is either the fee plus the actual construction cost or the guaranteed maximum price, whichever is less.

CCNA. The Consultants Competitive Negotiation Act, set forth in § 287.055, Florida Statutes.

Design Professional. An individual or entity licensed by the state who holds a current license or certificate of registration under F.S. Chapter 481 to practice architecture or landscape architecture, under F.S. Chapter 472 to practice land surveying and mapping, or under F.S. Chapter 471 to practice engineering, and who enters into a professional services contract.

Professional Services Contract. A written agreement relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services as outlined in the CCNA, as well as other professional services including attorneys, financial services, audit services, actuarial services, advertising and marketing services, scientific and medical services, information technology services, health insurance brokers/consultants, management or strategy consulting services, and other professionals with peculiar skills and abilities.

Responsible Proposer, Bidder, Offeror, or Respondent means a firm or individual that is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the City.

Responsive Proposer, Bidder, Offeror, or Respondent means a firm or individual that has submitted a bid, offer, quote, or response that conforms in all material respects with the competitive solicitation document and all of its requirements.

Reverse Auction means a type of auction in which (1) the City puts a contract for goods, supplies, materials, equipment or services out to bid, (2) bidding is performed in real-time via the Internet with bidders unable to see the bids of their competitors during the auction, and (3) the auction progresses with the intent that the price will decrease as bidders compete to offer lower bids than their competitors.

Software Maintenance means contracts, agreements, and other documents by which the City engages a firm for continued use, access, or updates of software used by the City, whether by subscription or on City servers.

Unauthorized procurement means any purchase of an item or service in a manner that is inconsistent with this subchapter, including any item or service that is:

- (1) Purchased without sufficient funds as determined by the Department of Financial Services; or
- (2) Splitting orders of the same or like materials/requirements into two or more individual purchases with the intention of circumventing the competitive solicitation requirements or City Commission approval thresholds.

Using Agency means any department, agency, commission, bureau, office or other entity in the City government that is procuring goods, supplies, materials, equipment or services as provided in this subchapter.

§ 38.38 APPROVAL AUTHORITY.

In general, the CPO will have authority to approve and execute contracts up to \$25,000. The City Manager or designee will have authority to approve and execute contracts up to \$100,000, except for cases of procurement of legal services, for which the City Attorney or designee will have authority to approve and execute contracts up to \$100,000. Contracts in excess of \$100,000 shall require approval by the City Commission.

§ 38.39 OFFICE OF PROCUREMENT SERVICES AND CONTRACT COMPLIANCE.

There is established the Office of Procurement Services and Contract Compliance, which shall be under the supervision of the City Manager's Office.

§ 38.40 CHIEF PROCUREMENT OFFICER; POWERS AND DUTIES.

(A) The CPO shall be the Director of the Office of Procurement Services and Contract Compliance. The CPO shall serve as the principal officer for the contracting and/or purchase of goods, supplies, materials, equipment or services for the City and its using agencies. Within the limits of this subchapter, all rights, powers, duties and authority relating to the procurement and contracting of goods, supplies, materials, equipment or services for the City, including the authority to approve purchases and execute agreements, contracts, change orders, and purchase orders for the purchase of goods, supplies, materials, equipment or services, provided they are in conformance with this subchapter, other relevant law, and all applicable rules and regulations, are vested in the CPO. The CPO shall perform all duties required of a director and as directed by the City Manager. The CPO shall:

- (1) Administer the centralized procurement and contracting process for the City;
- (2) Determine conditions and procedures for the delegation of procurement authority;
- (3) Determine the conditions and procedures for the use of source selection methods, including determination of sole source, proprietary, original equipment manufacturer, and emergency procurements;
- (4) Maintain a Procurement Manual. The procedures and processes contained in the Procurement Manual shall be in compliance with this subchapter;
- (5) Award competitive solicitations within the CPO's authority, and execute, on behalf of the City, contractual agreements, purchase orders, ancillary documents, and change orders for the purchase of goods, supplies, materials, equipment or services required by the City of less than the mandatory City Commission approval thresholds and as otherwise stipulated in this subchapter;
- (6) For those procurements that are not required to be approved by the City Commission, execute contractual agreements, purchase orders, ancillary documents, renewals, and change orders when so delegated by the City Manager;
- (7) Determine the solicitation type, use and amount of bid security, payment bonds, performance bonds, and other securities in connection with all solicitation documents and contracts for goods, supplies, materials, equipment or services, in accordance with Florida Statutes;
- (8) For those procurements that are not required to be approved by the City Commission, have the authority to reject bids or proposals that are non-responsive or non-responsible, including those due to late submittal;
- (9) Negotiate a reasonable price when only one responsive and responsible bid or proposal is received;
- (10) Standardize, with approval of the City Attorney or designee, to the extent practicable, terms and conditions and contractual clauses for all solicitation documents, contracts, and purchase orders;
- (11) Take all necessary action to further the objectives of the City with regard to the promotion and encouragement of local, minority owned, and women owned firms' participation in the procurement process pursuant to federal law;

(12) Make final determinations of the daily activities and functions of procurement related matters not specifically addressed in this subchapter, consistent with applicable laws;

(13) In the event additional time is required to prepare and/or award a competitive solicitation, have the authority to extend an existing contract for the necessary time period with prorated dollar authorization, provided such extension in no event shall exceed 120 days following the expiration of the contract;

(14) Evaluate responses to solicitations and establish selection committees as set forth in the Procurement Manual; and

(15) Transfer to or between using agencies, or sell surplus, obsolete or unused goods, supplies, materials, or equipment.

(16) Ensure that all entities from which the City procures goods, supplies, materials, equipment or services are authorized to do business in the State of Florida.

(B) Purchasing power.

(1) The CPO shall have the power to purchase or contract for all goods, supplies, materials, equipment, and services needed by all of the departments, institutions, boards, commissions and other agencies that derive their support wholly, or in part, from City funds.

(2) Unauthorized purchases. Except as otherwise provided, it shall be unlawful for any City officer or employee to order the purchase of any goods, supplies, materials, equipment or services, or make any contract for municipal goods, supplies, materials, equipment, or services within the purview of this subchapter other than through the procurement office, and the City shall not be bound by any purchase order or contract made contrary to the provisions in this subchapter. Procedures for correction and ratification of unauthorized purchases shall be established and set forth in the Procurement Manual.

(3) Other powers and duties. In addition to the purchasing authority conferred in division (B)(1) above, and in addition to any other powers and duties conferred by this subchapter, the CPO shall:

(a) Be responsible to the City Manager for the effective administration of the procurement office and all activities assigned to the procurement office.

- (b) Keep informed as to current practices consistent with sound purchasing principles.
- (c) Establish, with the approval of the City Manager or designee, such new practices as may be deemed appropriate.
- (d) Provide for the promulgation of rules and regulations for City procurements, which shall be reviewed and amended from time to time.
- (e) Upon request, submit periodic reports of activities to the City Manager.
- (f) Upon request, establish and maintain a system, with sufficient detail, to furnish all information necessary for proper control of procurement office activity and to form a basis for periodic reports to the City Manager.
- (g) Recommend to the City Manager the appointment, promotion, demotion and removal of subordinate employees, subject to civil service rules and regulations.
- (h) Act to procure for the City the appropriate quality and quantity of goods, supplies, materials, equipment or services at the least expense to the City.
- (i) Endeavor to obtain as full and open competition as possible for all purchases and sales.
- (j) Recommend to the City Manager the adoption of all rules and regulations authorized by this subchapter and any other necessary to its operation.
- (k) Keep informed of current developments in the field of purchasing: prices, market conditions and new products, and secure for the City the benefits of research done in the field of purchasing by professional procurement/supply chain organizations, other governmental jurisdictions, national technical societies, trade associations having national recognition, and private businesses and organizations.
- (l) Prescribe and maintain such forms as are necessary for the implementation of this subchapter.
- (m) ~~The CPO shall, Where where~~ possible, establish sets of standards and specifications to control all purchases by the City, and ~~shall~~ prepare and recommend to the City Manager such standards as to quality, size and variety of goods, supplies, materials, and equipment used by the using agencies as will make possible uniform purchasing for all City departments and offices.

(n) When appropriate, purchase "in bulk" so as to take full advantage of discounts.

(o) Obtain all appropriate sales tax exemptions.

(p) Have the authority to debar a person or entity from participation in procurements for the City:

(i) The CPO may debar a person or entity from participation in procurements for the City if there is reason to believe that the person or entity has engaged in any activity that violates any provision of the this Procurement Code. The debarment shall be for a period not to exceed two years. The CPO may debar a person or entity for any other cause the CPO determines requires such debarment.

(ii) The CPO shall issue a written decision of debarment to the person or entity involved. A copy of the decision shall be immediately mailed or otherwise delivered to the person or entity debarred.

(iii) The process for an appeal of a debarment will substantially follow the process for a Bid or Award Protest as set forth in Section 38.52 below, and will be further set forth in the Procurement Manual.

(q) Have the authority to delegate to the using agencies the authority to purchase, under the open market procedures described in § 38.44 ~~below~~, goods, supplies, materials, equipment or services of not more than the estimated value of \$2,500, excluding those items that are inventoried or have been contracted for by the procurement office.

(r) In the event that the City requires the ability to manage inventory under the centralized procurement system, the CPO or designee shall be responsible for the management of such inventory, staff, and purchases.

§ 38.41 COMPETITIVE SOLICITATIONS REQUIRED; EXCEPTIONS.

(A) All purchases of and contracts for goods, supplies, materials, equipment or services, when the estimated annual cost thereof shall exceed \$5,000, shall, except as specifically provided in this subchapter herein, be based, wherever possible, on a competitive basis. For purchases of and contracts for goods, supplies, materials, equipment or services when the estimated annual cost thereof shall not exceed \$5,000, a minimum of one written quote is required, with three quotes recommended.

(B) When the CPO determines that the use of competitive bidding is not practicable for a purchase of or contract for goods, supplies, materials, equipment or services with an estimated annual cost in excess of \$5,000, such goods, supplies, materials, equipment or services may be purchased by competitive proposals, and a request for proposals shall

be issued. To assure full understanding of and responsiveness to the solicitation requirements and full understanding of proposals, discussions may be conducted with qualified proposers. The ranked or short-listed proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions are permitted through negotiations prior to award or for the purpose of obtaining best and final offers. The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the City.

(C) Only the following situations are exempt from the competitive bid and competitive proposal requirements of this subchapter:

(1) Emergency purchases. In urgent cases of compelling emergency that require the immediate purchase of goods, supplies, materials, equipment or services, the CPO is authorized to secure, when possible, emergency goods, supplies, materials, equipment or services by open market procedure. All such emergency purchases must receive prior administrative approval except for the most urgent situations presenting a clear and present substantial threat to life or property where immediate action is required. ~~For those contracts that the City Manager is otherwise authorized to award, he/she may waive competitive bidding under this paragraph without receiving the City Commission's prior or subsequent approval.~~

(2) Sole-source goods, supplies, materials, equipment and services. Sole-source goods, supplies, materials, equipment and services, such as unique, patented, or franchised goods, supplies, materials, equipment or services, are exempt from the requirement of this subchapter if the CPO determines, after conducting a good faith review of available sources, that the particular supply or service is available from only one source. ~~However, such purchases with an estimated annual cost in excess of \$50,000 require a formal written contract or purchase order.~~ Such purchases in excess of \$100,000 shall be approved by the City Commission.

(3) Original Equipment Manufacturer ("OEM") Supplies. Supplies that require replacement and are only to be replaced with original manufacturer parts. The CPO will ascertain along with the using agencies which purchases are deemed as OEM and are considered exempt.

(4) Contracts for the supply of disaster preparedness. The supply of provisions, goods, supplies, materials, equipment or services made in contemplation and preparation for the occurrence of a natural or man-made disaster or of civil unrest, where, in the determination of the City Manager, and with written notice to the City Commission, availability rather than price is the controlling factor, are exempt from this subchapter. ~~However, all such contracts exceeding \$100,000 shall receive the approval of the City Commission.~~

(5) Piggyback purchases. The CPO may procure, without following formal solicitation procedures, all goods, supplies, materials, equipment, and services that are the subject of contracts with the state, its political subdivisions, the United

States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof ("piggyback"), provided that the goods, supplies, materials, equipment, or services are the subject of a price schedule negotiated by the entities listed above and is based strictly on competitive bids, quotations, or competitive proposals and not on any preference. Utilization of other governmental entities' contracts shall be permitted only during the term of the other governmental entity's contract.

(6) Construction services. ~~Purchases of construction services are exempt from this subchapter. However, any such purchase that would otherwise be required to be based on competitive bids or competitive proposals but which is not based on competitive bids or competitive proposals shall be~~ Projects based on design-build, as regulated governed by the CCNA, State law known as the "Consultants' Competitive Negotiation Act," or "construction management at risk", may be exempt from the competitive bid or competitive proposal requirements of this subchapter, if they are based on a qualifications based selection process. The CPO shall be authorized to determine whether to use competitive bids, competitive proposals, design-build or "construction management at risk", subject to the requirements of Section 287.055, Florida Statutes, and any other governing State law. At the conclusion of whichever process is selected by the CPO, the purchase must receive the approval of the City Manager for those contracts which he/she is otherwise authorized to approve, or the City Commission for all other contracts.

(7) Federal Reimbursement Contracts: Provisions required by any Federal agency for the City. All contracts made by the City under Federal award will contain provisions outlined in 2 CFR 200 Subpart D sections 200.317 through 200.326 under the Uniform Guidance.

(8) Tangible personal property that goes into or becomes a part of public works. Purchases of tangible personal property that is installed by a contractors or subcontractors and that goes into or becomes a part of City property or City facilities, as part of a construction project, are exempt from this subchapter. However, this exemption shall apply only when the contractor is obligated, by the terms of the contract, not only to install the tangible personal property but also, on behalf of the City, to take all actions necessary and appropriate to cause the purchase to be made. For all purchases exempt under this paragraph, the separate approval of the City Commission shall not be required. Contractors include but are not limited to persons engaged in building, electrical, plumbing, heating, painting, decorating, ventilating, sheet metal, roofing, bridge, road, waterworks, landscape, pier, or billboard work.

(9) Best interest of the City. Purchases of and contracts for goods, supplies, materials, equipment or services, when the Commission declares by a five-sevenths (5/7ths) affirmative vote that competitive bidding and competitive proposals are not in the best interest of the City, are exempt from this subchapter. The City Commission shall not use this exemption in an arbitrary or

capricious manner but shall use it only in rare situations after making specific factual findings that support its determination that competitive bidding and competitive proposals are not in the best interest of the City. In the event that competitive bidding and competitive proposals are waived under this paragraph, the open market procedure set forth in § 38.44 shall be utilized. For those contracts that the City Manager is otherwise authorized to award, he/she may waive competitive bidding and competitive proposals under this paragraph.

(10) Insurance. Purchases of insurance through the City's agent(s) of record are exempt from the competitive bid and competitive proposal requirements of this subchapter. Agent(s) of record shall be required to procure insurance on a competitive basis. However, such purchases with an estimated annual cost in excess of \$100,000 require prior approval of the City Commission. When the City is self-insured, "insurance" shall include third party administrative services.

(11) Other contractual services not subject to competitive procurement requirements:

(a) Software and hardware subscriptions, licensing and maintenance with the company from which the software and hardware was purchased, as set forth in § 38.43 or § 38.44, or its authorized representative;

(b) Servicing or warranty work of equipment by the authorized dealer or manufacturer's representative, when required to maintain a warranty in full force and effect, or when considered to be in the best interest of the City and recommended by the using agency, and the services to be performed are by the equipment manufacturer, manufacturer's service representative, or a distributor of the manufacturer's equipment;

(c) Advertising in newspapers, periodicals, television, radio, billboards or other advertising media;

(d) Educational books, technical publications or other types of trade journals;

(e) Utilities, including but not limited to electric, water, stormwater, or sewer;

(f) Governmental, professional or organizational membership dues or fees;

(g) Shipping, freight and postage charges;

(h) Artistic, academic and entertainment performances, including entertainment, lectures, seminars, training, coaching, speeches, and cultural and artistic presentations, excluding production companies;

- (i) Contracts for professional services involving peculiar skill, ability, experience or expertise that are in their nature unique.

(D) Any other provision of Chapter 38 to the contrary notwithstanding, City purchasing shall be conducted in accordance with applicable provisions of Florida Statutes.

§ 38.42 USING AGENCY CONTRACT MANAGEMENT RESPONSIBILITY.

With respect to the individual using agencies with awarded contracts, blanket purchase agreements, contracts, or purchase orders, services received shall be managed, supervised, administered and monitored by the Director or designee of each of the using agencies.

§ 38.43 FORMAL SOLICITATION PROCEDURE.

All goods, supplies, materials, equipment or services, except as otherwise provided herein, when the estimated annual cost thereof shall exceed \$50,000, shall be procured by a formal solicitation process that may result in a written contract(s) and/or purchase order(s), after due public notice inviting bids or proposals. The CPO may require that the using agency obtain written quotes, pricing, and informal bids for purchases that do not exceed \$50,000.

(A) Advertisement for bids required, amount. When any goods, supplies, materials, equipment or services are purchased and when the estimated purchase amount, whether annual or not to be paid by the City shall exceed \$50,000, notice thereof shall be advertised as required by statute and published by the City requesting bids as set forth in § 38.43(C). At the option of the CPO, unless any provision of the law provides to the contrary, the City may satisfy any City requirement of public advertisement, public notice, and invitations to bid, requests for proposals, invitation to negotiate, requests for letters of interest, and other solicitations electronically. The notice shall specify that bids, proposals or other offers shall be received no earlier than a minimum of 21 days from the posting of the notice.

(B) Surety.

- (1) Bid bond or substantial equivalent.

When deemed necessary by the CPO, bid bonds or substantial equivalent shall be prescribed in the public notice inviting bids. Unsuccessful bidders shall be entitled to return of surety where the CPO has required such. A successful bidder shall forfeit any surety required by the CPO upon failure on its part to enter a contract within 15 days after the award.

- (2) Sureties on performance.

For all bids and/or proposals seeking goods, supplies, materials, equipment or services, except for construction projects, the CPO or appropriate staff person shall determine if a payment and performance bond is required. In compliance with §255.05(1), Florida Statutes, for all construction projects in excess of \$200,000, the CPO or appropriate staff person shall require a payment and performance bond for the total contract amount, after the award and prior to issuance of a notice to proceed. In compliance with §255.05(1)(d), Florida Statutes, the City Manager may exempt a person entering into a construction project contract in an amount not in excess of \$100,000 from executing a payment and performance bond, and the City Commission may exempt a person entering into a construction project contract in an amount in excess of \$100,000 but not in excess of \$200,000 from executing a payment and performance bond. The City Manager shall have the discretion to waive this requirement in the event of an emergency. Any bonding company used must be listed on the United States Department of the Treasury's Circular 570. Additionally, the bonding company must be rated at least "A," Class X, by "Best's Key Rating Guide," published by A.M. Best Company, and authorized to do business under the laws of the State of Florida.

(C) Bid opening procedures. Bids shall be opened publicly on the date and at the time and place designated in the solicitation. After opening each bid, the bid amount (if applicable by law) and the bidder or proposer's name shall be entered on a bid record and signed by the CPO or designee. Such bid record shall be open to public inspection to the extent permitted by F.S. Chapter 119, or other applicable law.

(1) Bid or proposal submissions shall be submitted sealed to the City Clerk or designee and shall be identified as bids/proposals on the envelope or package. A copy of the bid or proposal, whether electronic or hard copy, shall be provided to the City Clerk or designee.

(2) No late bids or proposals shall be accepted or opened, and, if received after the date and time called for in the bid notice, returned unopened to bidder or proposer.

(3) Unless otherwise provided by law and in lieu of the foregoing procedures, the City may receive bids, proposals and other offers electronically. Determination of which bid submittal procedure to be used is at the sole discretion of the City Manager or designee and shall be stipulated in bid/proposal specifications.

(4) The bid documents may allow for digital signature by the bidder or proposer. Failure to sign bids or proposals, as required by the bid documents, shall invalidate the bid or proposal.

(D) Cancellation or rejection of bids or proposals. When any goods, supplies, materials, equipment or services shall be purchased, and the estimated annual amount to be paid therefore by the City shall not exceed \$100,000, the CPO shall have the authority to

recommend to the City Manager the rejection or cancellation of all bids or proposals, parts of all bids or proposals, or all bids or proposals for any one or more goods, supplies, materials, equipment or services. When any goods, supplies, materials, equipment or services shall be purchased and the estimated annual amount exceeds \$100,000, the CPO shall have the authority to recommend to the City Manager, for City Commission consideration, the rejection or cancellation of all bids or proposals, or parts of all bids or proposals for any one or more goods, supplies, materials, equipment or services.

(E) Waiver of Irregularities.

(1) The CPO shall have the authority to waive all non-material irregularities in any and all bids, proposals, statements of qualifications, or any responses to any other competitive solicitation, except signature requirements. For the purpose of this paragraph, non-material irregularities are defined as those irregularities for which the waiver thereof would not provide any unfair advantage to the bidder or proposer for which the irregularities are waived. Additionally, the CPO shall have the authority to correct obvious math errors, subject to the right of the bidder or proposer to withdraw the bid or proposal.

(2) Withdrawal of erroneous bids and proposals.

Withdrawal of erroneous bids and proposals after opening may be permitted where appropriate, as determined by the CPO. A bidder or proposer alleging a material mistake may be permitted to withdraw its bid if the mistake is clearly evident or the bidder or proposer submits evidence that clearly and convincingly demonstrates that a mistake was made. Withdrawal means the bidder or proposer will not be considered for selection unless the bid or proposal is resubmitted prior to the solicitation closing date and time.

(F) Contract Award.

(1) When any goods, supplies, materials, equipment, or services shall be purchased and the estimated annual amount to be paid therefor by the City shall not exceed \$100,000, the CPO shall have the authority to recommend the award of a contract to the City Manager. When the purchase amount exceeds \$100,000, the CPO shall have the authority to recommend to the City Manager the award of a contract for City Commission consideration.

(2) Selection of bidder or proposer; best value.

(a) The selection of a respondent with whom to contract for a procurement solicitation shall be based on the best value to the City. The CPO, after considering the recommendation of the selection committee, if applicable, shall select the bid, proposal, or response that will provide the best value to the City. Best value may be determined by utilizing a point system based

on the criteria, points and weights established in the request for proposals, when deemed appropriate by the CPO.

(b) Best value means the overall value to the City, in the City's sole and absolute discretion, as determined by consideration of the following:

(i) Skill, workmanship and experience demonstrated by the bidder or proposer in performing the same type of work or services as those sought by the City, or the experience, expertise, and quality of services demonstrated by the bidder or proposer for professional, consulting and other services;

(ii) Ability to meet the minimum qualifications or requirements of the solicitation;

(iii) Adherence to specifications, design, or the approach to the project or study, as applicable;

(iv) The bidder or proposer's capacity to perform in terms of personnel, equipment, facilities, licensing, and ability to meet time requirements and schedules;

(v) The bidder or proposer's capacity to perform in terms of financial viability, ability to provide required insurance and business tax receipts, and bonding capacity, if applicable;

(vi) Prices, costs, or rates in relation to the goods, supplies, materials, equipment or services sought to be procured, except as provided by CCNA and in compliance Section 38.53 of this Code (the prevailing wage program), as applicable. Lowest price is not the sole determining factor of best value;

(vii) Life cycle costs of the goods, supplies, materials, equipment or services to be procured;

(viii) Any other factor specific to the particular solicitation that is specifically described in the procurement solicitation document;

(ix) Compliance with the small business ordinance, if applicable;

(x) Any prior conviction for bribery, theft, forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud or other offense indicating a lack of business integrity or honesty; any prior violation of the City's ethical standards;

(xi) Local preference pursuant to Section 38.51 of this Code;

(xii) Compliance with the equal opportunity provisions of ~~the~~ this Procurement Code, if applicable; and

(xiii) The total cost of ownership of the products or services and their impact on the City's budget in future years.

(3) Notice of intent to award a contract based on competitive bids and proposals shall be publicly posted electronically or via the City's bidding portal.

(4) When an award is not given to the lowest bidder or proposer, a memorandum indicating why this represents the best value to the City shall be prepared by the using agency and provided to the CPO.

(5) Tie bids.

If the determination of best value results in a tie, the contract may be split when it is to the City's advantage. Otherwise, the contract shall be awarded by drawing lots.

(6) Contract negotiations.

Upon selection of the proposal determined to be the best value to the City, contract negotiations may commence with the person or entity whose proposal was selected. If fair and reasonable compensation, contract requirements, and contract documents ("contract terms") can be agreed upon with the proposer, the City and the proposer shall enter into a contract, subject to appropriate approval. The CPO and/or designated staff shall serve as facilitator for the negotiation process.

If the contract terms cannot be agreed upon with the proposer, the CPO shall advise the proposer in writing of the termination of negotiations. After termination of negotiations with the proposer, negotiations may commence with such other proposer determined to be in the City's best interest (the next ranked or short-listed proposer).

If the contract terms can be agreed upon with the next proposer, City and the next proposer shall enter into a contract. If the negotiations do not result in an agreement, the CPO may terminate negotiations with that firm, and negotiations may continue with firms in the order that they are ranked, short-listed, or evaluated.

(G) Prohibition against subdivision. No contract of purchase shall be subdivided to avoid the requirements of this subchapter.

(H) City Attorney to review and approve form of purchasing contracts. Pursuant to the City Charter § 7.02(b)(2), the City Attorney or designee shall review all contracts awarded

under this subchapter and shall approve all contracts as to form and legal sufficiency prior to their execution by appropriate City officials.

§ 38.44 OPEN MARKET PROCEDURE.

(A) Thresholds. All purchases of goods, supplies, materials, equipment or services of an estimated annual value not to exceed \$50,000 shall be purchased either in the open market, without advertisement and without observing the procedures prescribed in § 38.41(A) and (B) above, or in accordance with the procedures prescribed by § 38.41(A) and (B) above, as deemed appropriate by the CPO for the awards of formal contracts. All goods, supplies, materials, equipment or services procured as set forth in this section shall require a written contract or purchase order. All sales of personal property that has become obsolete and unusable of an estimated value not to exceed \$25,000 shall be sold in the open market, without advertisement and without observing the procedures prescribed in § 38.41(A) and (B) above.

(B) Notice inviting bids. When using the open market procedure, the CPO may solicit bids using the most convenient method or means electronically, telephonically, or by written quotations.

(C) Record. The CPO shall keep a record of all open market orders and the bids submitted in response thereto, and such records shall also be open to public inspection, as permitted by law.

§ 38.45 INSPECTION, TESTING OF PURCHASED GOODS, SUPPLIES, MATERIALS, EQUIPMENT AND SERVICES.

Except as otherwise provided in division (A) of this subsection, the CPO or the Director of the using agency shall inspect or supervise the inspection of all deliveries of goods, supplies, materials, equipment or services to determine their conformance with the specifications set forth in the order or contract.

(A) Inspection by using agency. The CPO shall have the authority to authorize using agencies having the staff and facilities for adequate inspection to inspect all deliveries made to such using agencies under rules and regulations which the CPO shall prescribe.

(B) Testing. The using agency shall have the authority to require chemical and physical testing of samples submitted with bids and samples of deliveries that are necessary to determine their quality and conformance with the contract specifications. In the performance of such tests, the using agency shall have the authority to make use of any City laboratory facilities or of any outside laboratory.

§ 38.46 SURPLUS STOCK.

All using agencies shall submit to the CPO, at such times and in such form as the CPO shall prescribe, reports showing stocks of all supplies that are no longer used or that have become obsolete, worn out or scrapped.

(A) Transfer. The CPO shall have the authority to transfer surplus stock to other using agencies.

(B) Sell. The CPO shall have the authority to sell all supplies that are unsuitable for public use, or to exchange the same for or trade in the same for new supplies.

(C) Competitive bidding or public auction. Sales of surplus property valued in excess of \$50,000 shall be made to the highest bidder by competitive bids in conformance with §38.43, or by public auction. The CPO shall have the authority to decide which method to use based on his or her determination as to which method would be most advantageous to the City.

(D) Procedures for public auctions. The procedures for any public auction authorized by this subsection shall be as follows:

(1) The auction may be conducted as an electronic auction.

(2) Any surplus property proposed to be sold by public auction pursuant to this subsection shall be appraised by two independent appraisers who are duly qualified, if the property is estimated to have a value in excess of \$100,000. If the property is estimated to have a value between \$50,000 and \$100,000, one appraisal is required. If the property is estimated to have a value that does not exceed \$50,000, no appraisal is required.

(3) The auction shall be conducted as a reserve auction. If one appraisal is required, the reserve price shall be equal to 85% of the appraisal price. If two appraisals are required, the reserve price shall be equal to 85% of the average of the two appraisal prices.

(4) At the discretion of the CPO or auctioneer, the CPO or auctioneer may announce a suggested opening bid before bids are accepted. If a suggested opening bid is announced, the suggested opening bid shall be the reserve price.

(E) Donation of surplus property. Surplus property with a value not to exceed \$50,000 shall be sold in conformance with § 38.44. If no acceptable bid is received within a reasonable time, such property may be offered to private nonprofit organizations by sale or donation. Notwithstanding the foregoing, any surplus motor vehicle valued at \$10,000 or less may be donated to a permanent resident of the City who received public assistance within one year of the date of donation and is employed on the date of donation. Prior to making any such donation, the CPO shall require documentation establishing, to the satisfaction of the CPO, that the proposed recipient is eligible to receive such donation.

§ 38.47 COOPERATIVE PURCHASING.

The CPO shall have the authority to join with other governmental entities in cooperative purchasing plans when the best interest of the City is served. Cooperative acquisitions where the expenditure by the City is estimated to be in excess of \$100,000 shall be subject to approval by the City Commission.

§ 38.48 CHANGE ORDERS.

(A) **CHANGE ORDER** means changes, due to unanticipated conditions or developments, made to any contract, which are reasonably and conscientiously viewed as being in fulfillment of the original scope of the contract and/or matters directly related thereto.

(B) City Manager's authority.

(1) Subject to the restrictions contained in (B)(2) below, the City Manager is authorized to approve and initiate work on the following types of change orders determined in his or her judgment to be in the public interest, as follows:

(a) All change orders decreasing the cost of the contract to the City that do not materially alter the character of the work contemplated by the contract.

(b) A change order, consisting of one or more changes permitted by subsection (A) above, where the net change, taking into account both increases and decreases in cost, increases the cost of the contract to the City by an amount not in excess of \$50,000.

(c) A change order extending the contract completion date by not more than 90 calendar days.

(d) A change order comprised of administrative changes with no change in cost or completion date.

(e) Any change orders where the sum of all change orders and the original contract amount do not exceed \$100,000.

(2) Notwithstanding the provisions of (B)(1) above, the City Manager is not authorized to approve a change order under either of the following conditions:

(a) Where the sum of all change orders issued under the contract exceed \$100,000 or 10% of the original contract amount, whichever is less, except as authorized in 38.48(B)(1)(e), above; or

(b) Where the cumulative effect of all approved change orders will result in the extension of a contract completion date by more than 180 calendar days.

(C) All change orders that the City Manager is not authorized to approve must be formally approved by the City Commission before work may be authorized to begin, and no claim against the City for extra work in furtherance of such change order shall be allowed unless prior approval has been obtained, notwithstanding any other provision, contractual or otherwise.

(D) Change orders shall not artificially be distributed or divided so as to bring the amount within the approval level of the City Manager, and any such proposed change order shall include within it all logically connected work required to be done at the time of the proposal.

(E) Notwithstanding the foregoing provisions, the following change orders relating to utility construction projects or design and construction management projects are authorized to be processed in the following manner:

~~(1) Construction changes requiring timely and expedited action in the field and that do not exceed the total monetary value of \$5,000 may be authorized by the Assistant Director of the Department of Public Utilities for utility construction projects, and by the Senior Project Manager or Assistant Director of the Department of Design and Construction Management for design and construction management projects. For construction projects that include services provided by a construction manager engaged by the City, the Assistant Director of the Department of Public Utilities or the Senior Project Manager or Assistant Director of the Department of Design and Construction Management, must obtain the construction manager's written concurrence that a construction change is necessary and that such change is consistent with the project's original scope of services. A construction change as previously described may only occur when, prior to the commencement of any work, a written change order is executed by the individuals authorized herein and the construction contractor.~~

(12) Construction changes requiring timely and expedited action in the field and which ~~exceed \$5,000 but~~ do not exceed \$10,000 may be authorized by the Director of Public Utilities or designee or the Director of Design and Construction Management or designee. For construction projects that include services provided by a construction manager engaged by the City, the Director of Public Utilities or the Director of Design and Construction Management must obtain the construction manager's written concurrence that a construction change is necessary and that such change is consistent with the project's original scope of services prior to the execution of a change order. A construction change, as previously described, may only occur when, prior to the commencement of any work, a written change order is executed by the individuals authorized herein and the construction contractor.

(23) Construction changes requiring timely and expedited action in the field and which exceed \$10,000 but do not exceed \$50,000, and upon the recommendation of the Director of Public Utilities or the Director of Design and Construction Management, may be authorized by the City Manager or designee. For construction projects that include services provided by a construction manager engaged by the City, the Director of Public Utilities or the Director of Design and Construction Management must obtain the construction manager's written concurrence that a construction change is necessary and such change is consistent with the project's original scope of services prior to the execution of a change order. A construction change, as previously described, may only occur when, prior to the commencement of any work, a written change order is executed by the individuals authorized herein and the construction contractor.

(34) All change orders authorized in accordance with this section (E) are subject to the written confirmation or approval as to the availability of sufficient funding for each change order by the official authorizing such change orders.

§ 38.49 TERMINATION, EXTENSION AND RENEWAL OF CONTRACTS.

(A) Termination. The City Manager or designee is authorized to terminate any contract entered into by the City when he/she determines that a party to the contract has breached or failed to perform one or more of its obligations. Except in the case of an emergency where such advance notice is not possible or where the contract was entered into without City Commission approval, the CPO, City Manager or designee must provide sufficient reasoning in the written notice to the Mayor and each City Commissioner so that they may make any necessary inquiries at the next regular City Commission meeting.

When a contract is entered into by the City pursuant to City Commission approval and is terminable by the City without cause, only the City Commission is authorized to terminate the contract without cause. If the Mayor or any City Commissioner desires that a contract be terminated without cause, he/she shall notify the City Manager in writing and request that the item be placed on the next regular City Commission agenda.

(B) Extensions. The City Manager or designee is authorized to extend for a maximum of 120 days, any contract entered into by the City pursuant to City Commission approval. Any further extensions of such contract require City Commission approval, subject to all requirements of ~~the this~~ Procurement Code.

(C) Renewals.

(1) General.

When a contract entered into by the City pursuant to City Commission approval provides for one or more renewals by affirmative action of the City and the estimated annual cost of a renewal exceeds \$250,000, only the City Commission is authorized to approve such renewals. When a contract entered into by the City

pursuant to City Commission approval provides for one or more renewals by affirmative action of the City and the estimated annual cost of a renewal of the contract does not exceed \$250,000, the CPO shall have the authority to recommend to the City Manager approval or rejection of the renewal if it is the first, second, or third renewal of the contract, but only the City Commission is authorized to approve any subsequent renewal. When a contract entered into by the City pursuant to City Commission approval provides for one or more renewals by affirmative action of the City and the estimated annual cost of a renewal of the contract does not exceed \$25,000, the CPO shall have the authority to approve or reject the renewal if it is the first, second or third renewal of the contract, but only the City Commission is authorized to approve any subsequent renewal.

(2) Automatic. When a contract is entered into by the City pursuant to City Commission approval and provides for one or more automatic renewals unless one party notifies the other of its intent not to renew, only the City Commission is authorized to decide not to renew the contract.

(D) Employment contracts. The provisions of this section shall not apply to the employment contracts of the City Manager, City Attorney, Executive Director of the Community Redevelopment Agency, and contractual employees.

(E) Conflicting contractual provisions. Specific provisions of contracts and ordinances that conflict with the provisions of this section shall prevail over this section.

(F) Application to existing and future contracts. The provisions of this section shall apply to every contract in existence on the effective date of this section and every contract entered into thereafter.

§ 38.50 PURCHASES OF REAL PROPERTY.

(A) In every instance where the City seeks to purchase real property, every appraisal, offer and counter-offer shall be in writing. The City shall maintain complete records of every appraisal, offer and counteroffer.

(B) The selection of an appraiser for the purposes of this section shall be made by the City Manager or designee pursuant to the open market procedures set forth in § 38.44.

(C) By the adoption of this section, the City Commission reserves the rights set forth in F.S. §166.045 with respect to exercising the limited exemptions from public disclosure of certain documents under the Public Records Act.

§ 38.51 PREFERENCES FOR LOCAL BIDDERS.

(A) For purpose of this section, unless the context clearly indicates or requires a different meaning, “local Hollywood vendor” shall mean a business entity that has maintained a permanent place of business with full-time employees within the City limits for a minimum

of one year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business must be the primary place of business of the entity and may not be a post office box or a personal residence. The business must actually distribute goods, supplies, materials, equipment or services from the permanent place of business. The business must have a current local business tax receipt from the City and must not be publicly traded.

~~(B) Process.~~

~~Competitive bid. For bid evaluation purposes, the City will use a best value approach in determining an awardee. Awarding of contracts through a bid process will be based on the total cost of ownership in determining the true cost and the best value for the City.~~

~~(B)~~ Set-aside bids. Electrical, fencing, janitorial, landscaping, painting, sprinkler/irrigation, welding, automotive, and printing services shall be procured by set-aside when the estimated annual cost does not exceed ~~\$100,000~~ \$50,000. No procurement shall be done as a set-aside unless there are a minimum of three Hollywood vendors that appear to capable of providing the services to be procured. Award for these services will be determined by Best Value. Vendors will not be eligible to participate in a set-aside program procurement if their response is determined to be non-responsive or non-responsible, if they have been debarred, or if they are not current on their Local Business Tax.

~~(C)~~ Exceptions. No local Hollywood vendor preference will be included in the following solicitations:

- (1) A cooperative purchase.
- (2) A purchase with respect to which the use of local Hollywood vendor preference is prohibited by state, local, or federal law.
- (3) A purchase funded in whole or in part by a governmental entity, where the applicable laws, rules, regulations or policies prohibit the use of local preferences.
- ~~(4) A local Hollywood vendor that is non-responsive or non-responsible.~~
- ~~(45)~~ An exempt purchase under § 38.41(C) from the competitive bid and competitive proposal requirements of the Purchasing Code.
- ~~(56)~~ Any solicitation exempted by the City Manager and/or the City Commission from the local Hollywood vendor preference.
- ~~(7) A local Hollywood vendor that has been debarred.~~

§ 38.52 PROTESTS.

(A) After a notice of intent to award a contract is posted, any actual or prospective bidder or proposer who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the CPO. A protest must be filed within five business days after posting or any right to protest is forfeited, and any actual or prospective bidder or proposer shall have no further right to seek an award for the competitive solicitation. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including the deposit described in subsection (F) below, is received by the procurement office.

(B) Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the CPO and City Attorney. The City Attorney shall promptly review the protest to determine its legal sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the protest is legally insufficient, the City Attorney shall promptly issue a summary dismissal of the protest. If upon review the City Attorney determines that the protest is legally sufficient, a hearing of the protest committee shall be scheduled without unnecessary delay.

(C) A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. At least one committee member shall be a representative of the using agency. The committee's review shall be informal. At the time the City Manager appoints the committee, he or she shall designate one member to serve as the chairperson of the committee. The City Attorney or designee shall be counsel to the committee.

(D) If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a material violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit, the CPO shall issue a decision in writing within 10 business days stating the reason for the decision and shall furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed forthwith.

(E) In the event of a timely protest, the City Manager shall stay the award of the contract unless after consulting with the City Attorney and the using agency, the City Manager determines that the award of the contract without delay is necessary to protect substantial interests of the City.

(F) The CPO shall require a deposit from a protester to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be forfeited to the City. The deposit shall be in the form of cash or a cashier's check and shall be in the amount of 1% of the amount of the pending award, or \$3,500, whichever is greater.

§ 38.53 PREVAILING RATE OF WAGES AND FRINGE BENEFITS ON CITY CONSTRUCTION CONTRACTS.

(A) Establishment of minimum wages. Every construction contract in excess of the dollar amount set by resolution of the City Commission to which the City is a party shall include a provision that the rate of wages and fringe benefits, or cash equivalent, for all laborer, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida, that is in effect prior to the date the City issues its invitation for bids. If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to the worker classification shall be the fringe benefit rate applicable to the worker classification with a fringe benefit rate that has a basic hourly wage closest in dollar amount to the worker classification for which no fringe benefit rate has been provided.

(B) Notice requirement. Upon commencement of work on a construction contract to which this section applies, the contractor and all subcontractors shall post a notice in a prominent place at the work site stating the requirements of this section.

(C) Preempting by federal funding. When construction contracts involve federal funding or are otherwise subject to the provisions of the Davis-Bacon Act (40 U.S.C. § 276 (a)), this section shall not apply, and the minimum wages to be paid to the various classes of laborers, mechanics and apprentices shall be based upon the wages determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. § 276 (a), and the circulars).

(D) Exceptions. ~~The provisions of this section shall not apply to any City construction project when the contractor for the project has been terminated for any reason, when a project is re-bid for any reason or when a project uses a design-build contract.~~ The provisions of this section shall ~~also~~ not apply to any off-site improvements to be made by a developer as required by the City as a condition of the issuance of a development permit or to any construction project performed by the City utilizing its own employees.

(E) If any question should arise concerning the application of this section that is not specifically addressed, then the CPO may but is not required to rely on rules, regulations, practices, administrative rulings and court decisions governing application of the Davis-Bacon Act.

(F) Every contractor and subcontractor required to pay prevailing wages as established by this section shall submit to the City, on a regular basis but not less than monthly, payroll sheets that have been certified under oath by the contractor and/or subcontractor as to their accuracy and compliance with the provisions of this section. The certified payroll sheets shall contain the following: name and address of each employee; his or her current classification; rate of pay (including rates of contributions for, or costs assumed to provide,

fringe benefit(s); daily and weekly number of hours worked; deductions made; and actual wages paid. Such records shall be maintained by the contractor and subcontractor for a period of at least one year following completion of the work.

(G) The CPO may withhold, or cause to be withheld from the contractor, so much of any requisitioned payment as may be considered necessary to pay laborers, mechanics and apprentices the full amount of wages required by this section. The CPO or designee may enter on the job site and conduct such inquiries of the contractor's workers and any subcontractor's workers to determine whether this section is being complied with. If any contractor or subcontractor fails to pay any laborers, mechanic or apprentice employed or working on the job site all or part of the wages required by this section, then the CPO may, after written notice to the contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have been ceased. If the violations are not corrected, the City may terminate the contractor's right to proceed with the work for which there has been a failure to pay the required wages and take such steps as are necessary to complete the work, whereupon the contractor and its sureties shall be liable to the City for all excess costs incurred by the City.

(H) The contractor shall insert in any subcontracts such language as is necessary to require that all subcontractors to comply with the requirements of this section. The contractor shall be responsible for noncompliance by any subcontractor. This section shall be deemed part of any contract entered into between the City and any contractor, and between a contractor and any subcontractors covered by this section.

(I) Any person, corporation, entity or firm found guilty of violating the provisions of this subsection shall be punished as provided in § 10.99.