



BROWARD OFFICE OF THE INSPECTOR GENERAL

MEMORANDUM

To: Honorable Ashira Mohammed, Mayor,
and Members, Town of Pembroke Park Commission

From: Inspector General Carol J. Breece *Carol J. Breece*

Date: September 28, 2023

Subject: OIG Closing Memorandum Re: *The Town of Pembroke Park Lacks Adequate Authority to Control Its Purchasing Card Expenditures, Ref. 22-007-M*

The Broward Office of the Inspector General (“OIG”) has closed its inquiry into an allegation that a Town of Pembroke Park commissioner used his Town purchasing credit card (“p-card”) to make purchases for his personal benefit.¹ We observed several concerning transactions on the commissioner’s p-card and discussed a sample of them with him, but we could not test their propriety given his explanations as compared to the town’s lack of adequate law, policy, and procedures regulating p-cards and travel expenditures. Because the town had no standard to which we could hold the commissioner accountable, the allegation of misconduct² was unsubstantiated.

However, such a situation cannot continue.

We write this memorandum to report our observations to the public and to impress upon the Town the seriousness of its deficiencies and the risks to which it is exposing itself by continuing to permit officials and employees to use p-cards without proper controls and oversight. We hereby notice the town that, should it continue to tolerate unchecked p-card use, these risks can include the OIG in the near future undertaking an investigation into whether town commission and management members engaged in gross mismanagement³ and whether individual p-card users

¹ “A Purchasing Card (P-Card) is a type of Commercial Card that allows organizations to take advantage of the existing credit card infrastructure to make electronic payments for a variety of business expenses (e.g., goods and services).” Retrieved on September 18, 2023, from <https://www.iocpnow.com/page/WhatArePCards>. The Town’s records and staff referred to a p-card as the town’s credit card.

² The Broward County Charter (“Charter”) defines “misconduct” as “any violation of the state or federal constitution, any state or federal statute or code, any county or municipal ordinance or code; or conduct involving fraud, corruption, or abuse.” Section 10.01 A.(2).

³ The Charter defines “gross mismanagement” as “the material waste or significant mismanagement of public resources.” Section 10.01 A.(3).

engaged in misconduct such as corrupt misuse of position,⁴ theft,⁵ or violation of the state's per diem and travel expenses law.⁶ The OIG will conduct a follow-up review in 60 days to determine what the Town has done to address the observations we make here.

Allegation

In March 2021, the OIG received a tip alleging that a Town commissioner continuously misused his p-card to make personal purchases. We reviewed receipts the tipster provided us, which the commissioner purportedly submitted to the Town as support for 25 transactions he made between September 2019 and July 2020. We also reviewed the Town's records of the commissioner's p-card transactions between September 2019 and June 2022 and supporting documentation for those transactions.⁷ We noted that, between September 18, 2019, and June 7, 2022, at least 200 transactions⁸ totaling \$35,305.09 appeared on the commissioner's p-card statements.⁹ These transactions included purchases for food, gas, electronics, tools, travel, and other miscellaneous items. Accordingly, we set out to determine whether the commissioner engaged in misconduct in the use of his p-card.

The Purpose and Importance of Properly Regulating P-Card Programs

It is without dispute that there are several advantages to a government's participation in a p-card program. As explained by the Government Finance Officers Association ("GFOA"), p-card programs "provide an efficient, cost-effective method of purchasing and paying for small-dollar and high-volume purchases."¹⁰ Since p-card holders can use their p-card with any vendor that accepts credit cards, p-cards represent an alternative to the traditional purchasing process that can result in a significant reduction in a government's volume of purchase orders, invoices, petty-cash transactions, and checks for routine, small-dollar purchases, like small tangible goods and office supplies.

However, while there are many benefits to a p-card program, there are also many risks associated with one. As p-cards act to bypass normal procurement procedures, one of the main risks is that they are subject to misuse. This, in turn, can expose a government to loss of revenue and fraud.

⁴ "No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others." Section 112.313(6), Fla. Stat.

⁵ "A person commits theft if he or she knowingly obtains or uses, or endeavors to obtain or to use, the property of another with intent to, either temporarily or permanently: (a) Deprive the other person of a right to the property or a benefit from the property. (b) Appropriate the property to his or her own use or to the use of any person not entitled to the use of the property." Section 812.014(1), Fla. Stat.

⁶ That law establishes standard travel reimbursement rates, procedures, and limitations "to prevent inequities, conflict, inconsistencies, and lapses" in state and local laws regulating travel expenses for public officers and employees. Section 112.061(1), Fla. Stat.

⁷ The tipster provided us with receipts coinciding with two transactions on the commissioner's p-card in June 2020 and July 2020. The Town's production also included the receipts for these two transactions.

⁸ These transactions were made up of 194 purchases and 6 refunds.

⁹ Many of these transactions included the payment of taxes despite the Town's tax-exempt status.

¹⁰ Retrieved on September 18, 2023, from <https://www.gfoa.org/materials/purchasing-cards>.

Accordingly, to minimize such risks, it is imperative that a government properly regulates its program.

GFOA best practices suggest that a government's p-card policy not only comply with state and local law but be a component of the government's entire purchasing policy.¹¹ Furthermore, the policy should, at a minimum, include practical controls such as defining the scope of allowable purchases and require training for users. Most importantly, a p-card policy should emphasize documentation describing the purpose of the purchase and the purchase's disposition. Other suggestions include defining appropriate travel use and limits, prohibited transactions and uses, and emergency purchases and limits. A p-card policy should also establish the consequences of non-compliance. Such controls act to clearly direct who can use a p-card and for what purpose, as well as clearly direct the amount that a p-card holder can spend on his or her p-card.

We noted the existence of such policies encouraged by GFOA best practices in several Broward County municipalities. For example, we observed that the City of Wilton Manors's Purchasing Policies and Procedures included a section dedicated to its p-card policies and procedures.¹² Its p-card policies and procedures included the assignment of duties and responsibilities to certain staff members. They also addressed the limitations on p-card use, listed prohibited uses, and provided overall guidance on travel related charges.

Likewise, the Town of Davie's Procurement Policies and Procedures also included a section dedicated to its p-card policies and procedures.¹³ Like the City of Wilton Manors, the Town of Davie outlined staff's duties and responsibilities, as well as placed various limitations on p-card usage, such as limiting a p-card's use to its assigned holder as well as limiting the amount that can be spent using a p-card. It also listed prohibited uses. In fact, the Town of Davie's policies and procedures even included guidance on discretionary spending, that is, the use of "public funds that do not directly benefit the community." This guidance specifically listed both allowable and prohibited uses.

Policies and procedures such as those we observed in the City of Wilton Manors and the Town of Davie are aimed to outline proper usage of a p-card and are the type of authoritative restrictions that we expect to see within local government law, policy, and procedure.

The Town Lacked Adequate Controls Over Its P-Card Program

A review of the Town's authority and interviews with current and former Town employees revealed that the Town lacked adequate controls over its p-card program. Given these inadequacies, the Town's p-card program was and remains at risk for abuse. Indeed, the commissioner's purchases showcase the effects of deficient controls over p-card expenditures.

¹¹ Retrieved on September 18, 2023, from <https://www.gfoa.org/purchasing-card-policies-in-action>.

¹² The City of Wilton Manor's Purchasing Policies and Procedures are available at <https://www.wiltonmanors.gov/DocumentCenter/View/7649/WM-Purchasing-Policies-and-Procedures-Effective-10-01-2022?bidId=>

¹³ The Town of Davie's Purchasing Policies and Procedures are available at <https://www.davie-fl.gov/DocumentCenter/View/19226/Town-of-Davie-Procurement-Policies-and-Procedures-Manual?bidId=>

1. The Town Had No Substantive Guidance Intended to Regulate P-Card Expenditures

To begin, it is beyond dispute that the expenditure of public funds must be used primarily for a public purpose.¹⁴ The expenditure of municipal funds must meet a municipal purpose.¹⁵ If that expenditure includes a private purpose, the private purpose can only be secondary or incidental in nature.¹⁶

The Town's guidance on p-card usage fell dismally short of communicating this requirement.

While GFOA best practices suggest that a p-card program's policy be a component of the organization's procurement policy, as of September 2023, the Town did not so much as have a finalized procurement manual in place, let alone one that outlined a p-card policy. Town employees told us that they used a draft procurement manual as guidance for the Town's purchases. We noted that the draft manual omitted a section on p-cards.¹⁷ This was despite the fact that the Town Commission adopted the Town's draft procurement manual on July 10, 2019, subject to the Finance Department's review and approval. (Exhibit 2) But none of the Town employees we spoke to, including the Town's last two former finance directors, were aware that the only thing that needed to happen for the draft procurement manual to become official was Finance Department's review and approval.¹⁸

Although the Town's Credit Card Policy dated February 6, 2018, (Exhibit 3) provided that a p-card holder could use his or her p-card for "trip-related" charges as well as charges for "conference registration/classes, airline tickets, hotels, meals and parking," it did not limit the card's use to such expenditures. Instead, the policy merely stated that the p-card holder could use the p-card to purchase "non-restricted commodities"¹⁹ and that the p-card was for "official Town business only," not personal use. However, the policy had no guidance as to what constituted purchases for "Town business," nor did it have limits to the amount of such purchases.²⁰ The p-card certification form the commissioner signed on March 27, 2020, prohibited expenditures that were not for town business and served a public purpose. (Exhibit 4) This similarly did not inform officials or employees that p-card expenditures were required to have a primary public purpose.

¹⁴ See Art. VII, s. 1, Fla. Const., implying the imposition of taxes and the expenditure of tax revenue is limited to public purposes.

¹⁵ AGO 98-81, December 27, 1998.

¹⁶ AGO 79-14, February 15, 1979.

¹⁷ While the July 2019 draft procurement manual listed a heading titled, "Credit Card Policy," the section was empty. The only thing that appeared was the placeholder comment, "Make sure to include." (Exhibit 1)

¹⁸ The fact that the Town is operating without a finalized procurement manual is especially concerning where the Town's procurement code directs that the Town Manager can unilaterally authorize purchases up to \$10,000.00. See Town Code of Ordinances Section 2-128(a).

¹⁹ The policy prohibited using p-cards for gift cards, tobacco products, alcohol, or cash advances.

²⁰ Up until May 3, 2022, the Town's p-card statements included a list of the Town's p-card holders with their respective spending caps. The last statement reflected a total of nine p-card holders with spending caps that ranged from \$2,000.00 to \$25,000.00. P-card statements from the Town's new bank did not include such a list.

The Town's May 31, 2011, Travel Policy, which was in effect until May 10, 2023, was equally as inadequate for the purpose of controlling p-card expenditures, as it only spoke to reimbursement, not p-card usage. (Exhibit 5) To the extent that Town staff looked to the Travel Policy for guidance on how much a p-card holder could spend on his or her p-card during travel, the policy indicated that the Town would reimburse travelers for "reasonable expenses incurred while on Town business as determined by Town Commission." Of course, this suggested that the Town Commission would decide the reasonableness of expenses for which a traveler sought to be reimbursed. It did not differentiate between same day travel, overnight travel, or travel over several days. It also offered no guidance or process as to how to determine reasonableness.

Like its Credit Card Policy, the Town's Travel Policy also had no limits on reimbursement amounts. For meals, travelers simply had to provide receipts with their reimbursement request if they exceeded the Town's per diem rate of \$10.00 for breakfast, \$15.00 for lunch, and \$25.00 for dinner. But the state further limits such reimbursements and, unless a political subdivision's laws conflict with the state law, the state law controls.^{21, 22} The State's per diem rate in 2011 was, and still is, \$6.00 for breakfast, \$11.00 for lunch, and \$19.00 for dinner.²³

The Town also reimbursed for mileage and "[n]ecessary related expenses" with proper receipts. Again, the policy provided no direction as to what expenses could be necessarily related to mileage or direction on the limits to those expenses. It also did not establish parameters for determining reimbursable local travel expenses.

Finally, the travel policy provided for reimbursement of lodging expenses as well as airfare. There was no limit on the amounts of either of those expenses. The only limit to the lodging expense was a requirement that the traveler get the Town Commission's prior approval if he or she intended to seek hotel reimbursement when an event was within 50 miles of the town.²⁴

The Town's woefully inadequate guidance on p-card usage enabled p-card holders to believe they could use the p-card for whatever they wanted if they could argue any connection to official Town business, versus a primary connection to official Town business.^{25, 26} This weakness in the Town's controls over p-card expenditures was exacerbated by the Town's

²¹ Section 112.061(1)(b), Fla. Stat.

²² On April 26, 2017, the former town attorney issued the Town Commission an opinion that it could not authorize per diem payments exceeding the amounts pronounced in section 112.061(6), Fla. Stat. (Exhibit 6)

²³ Section 112.061(6)(b), Fla. Stat.

²⁴ The Town's Travel Policy that went into effect May 10, 2023 (Composite Exhibit 7), limited reimbursement of meals to those not included in a conference registration and at per diem rates as provided by the Federal GSA website. It also did not limit the meal cost when a traveler used the Town's p-card. But to the extent that Florida Statutes Sec. 112.061 conflicts with the Town's Travel Policy, the state law controls.

²⁵ Notably, the United States Office of Personnel Management's Purchase Card Program Policy, Revision 2, authorizes purchasing card transactions that are "necessary for the conduct of Government business . . ." Retrieved on September 14, 2023, from <https://www.opm.gov/about-us/doing-business-with-opm/contracting-opportunities/policies-regulations/13301opmpurchasecardprogram.pdf>.

²⁶ Wilton Manors and Davie only allowed p-card holders to use their p-cards to pay for purchases that the city and town had already authorized, thereby suggesting that the municipality had already determined the purchase was for a public purpose.

failure to at least limit the amounts that can be spent on any given purchase. Such fundamental deficiencies in the Town's authority placed and continue to place the Town at critical risk for p-card abuse.

2. *The Commissioner's P-Card Purchases*

As explained above, between September 18, 2019, and June 7, 2022, at least 200 transactions totaling \$35,305.09 appeared on the commissioner's p-card statements. We took a sample of 37 transactions, as reflected below, and discussed many of them with him.

**OIG Table 1:
Sample of 37 Commissioner's Purchasing Card Expenditures Between
September 2019 and June 2022**

No.	Date	Vendor	Amount	Description
1	9/19/2019	GG's Waterfront	\$99.53	"XMAS Menu Testing"
2	1/14/2020	Peachtree	\$57.78	Sign Studio Invoice for (6) "Code Enforcement Black Ready to Apply 28" Wide"
3	1/29/2020	PayPal *VET TIX	\$14.97	Payment to Veterans Tickets Foundation
4	1/30/2020	Race Trac (491)	\$30.00	No Receipt Provided
5	2/14/2020	Amazon.com	\$482.49	(2) "Tiny Library, with window walls..."
6	2/25/2020	Race Trac (491)	\$30.00	Fuel - "Building Dept car."
7	3/2/2020	National League of Cities	\$1,005.00	NLC Registration ²⁷
8	2/25/2020	Untoasted	\$30.35	Food - "Meeting 2/25/02"
9	3/21/2020	Einstein Bros Bagels	\$73.78	Variety of food
10	3/21/2020	Einstein Bros Bagels	\$2.56	Drink
11	3/28/2020	Einstein Bros Bagels	\$58.73	Variety of food - "Comm. Jacobs Visa (Coronavirus - food giveaway)"
12	3/28/2020	Einstein Bros Bagels	\$2.99	Drink - "Comm. Jacobs Visa (Coronavirus - food giveaway)"

²⁷ While the top portion of the invoice is cut off, the legible portion appears to read "Financial Summary for Joy Brown." The total amount of \$1,005.00 is the sum of \$615.00 charged on January 10, 2020, \$90.00 charged on February 19, 2020, and \$300 charged on March 2, 2020.

No.	Date	Vendor	Amount	Description
13	3/27/2020	Lyft	\$22.12	"Trip Purpose: Press confrence [sic]" ²⁸
14	4/18/2020	Einstein Bros Bagels	\$71.98	Variety of food – "food drive thru giveaway"
15	5/1/2020	Apple App Store	\$4.99	JPG to PDF Full Version
16	5/2/2020	Einstein Bros Bagels	\$76.36	Variety of food – "food giveaway"
17	5/6/2020	Apple App Store	\$29.99	Roadtrippers Plus
18	5/16/2020	Einstein Bros Bagels	\$89.17	Variety of food – "food giveaway"
19	5/16/2020	Dominos	\$134.43	Delivery – "food giveaway"
20	5/20/2020	Untoasted	\$46.10	Food/drinks – "COMM WORK MEETING"
21	5/23/2020	Einstein Bros Bagels	\$87.76	Variety of food – "food giveaway"
22	5/29/2020	Untoasted	\$43.73	Food/drinks – "commission"
23	5/30/2020	Einstein Bros Bagels	\$75.83	Variety of food – "food giveaway"
24	6/10/2020	Best Buy	\$47.80	Electronics accessories – "Comm. Misc."
25	7/8/2020	GG's Waterfront	\$55.08	Food – "Xmas lunchon [sic] setup meeting"
26	9/16/2020	GG's Waterfront	\$77.50	Food - "Holiday Lunchon [sic] MEETING W/E.C./G.M."
27	11/4/2020	Amazon.com	\$139.99	19" Ring Light w/Remote Controller
28	12/2/2020	Amazon.com	\$81.31	400W Bluetooth Loudspeaker PA
29	1/8/2021	Untoasted	\$73.18	Food – "Meeting HR/Clerk Police,Staff,evals"
30	1/19/2021	Untoasted	\$36.59	Food – "Town [illegible] lunch/Meeting Town [illegible]"
31	6/8/2021	Untoasted	\$65.30	Food – "Meeting HR/Personal[sic]/Time/Public Works"
32	7/12/2021	Florida League of Cities	\$550.00	FLC 2021 Annual Conference
33	7/28/2021	Harbor Freight	\$646.23	(4) Masks & Gun Safe
34	12/17/2021	GG's Waterfront	\$1,000.40 ^{29, 30}	(37) Lunch/Brunch; (3) Children; Valet 32 cars
35	12/20/2021	Kwik Stop	\$46.99	Fuel – "X-101 Milage [sic] 97"

²⁸ The receipt was in someone else's name.

²⁹The \$1,000.40 charge amounted to \$925.40 plus \$75.00 additional tip.

³⁰ The total cost of the luncheon, with automatic gratuity, was \$2,525.40. The receipt reflected the application of a \$1,600.00 gift card. We observed that, on December 7, 2021, the commissioner used his p-card to make a \$1,600 purchase at GG's Waterfront. (Exhibit 8)

No.	Date	Vendor	Amount	Description
36	12/21/2021	Sunshine Shell (271)	\$32.10	Fuel – “X-106 Milage [sic] – 535”
37	5/27/2022	United Airlines	\$1,892.20	Round Trip Airfare FLL-RNO-FLL
Total			\$7,315.31	

We questioned whether the commissioner made purchases that were personal in nature without having a primary public or municipal purpose and whether transactions were made without his knowledge. For this sample of transactions, except for two expenditures he said he could not recall, he offered explanations for their purpose that bore at times just a slight connection to town business.

For instance, we noted that the transactions included several food-related purchases. Regarding his September 19, 2019, purchase at GG’s Waterfront, a restaurant in Hollywood, the commissioner told us that he paid for his and the Town Events Coordinator’s meals. According to him, the Town commission had the two go to GG’s to sample the food and to decide on a location for the Town’s holiday luncheon, which is how he also explained his September 16, 2020, purchase. Similarly, the July 8, 2020, GG’s purchase was for meals during a holiday luncheon set up meeting.

The commissioner also used his p-card to pay the \$1,000.40 balance of a town luncheon on December 17, 2021. According to the receipt, the luncheon included 37 guests, three children, and valet for 32 cars. He told us the guests represented the Town’s entire staff and his children. The price of three children meals cost \$60 total. Per the commissioner, the Town Events Coordinator used his (the commissioner’s) card to pay for the event.

Regarding his purchases at Untoasted, a restaurant in Pembroke Park, the commissioner explained he conducted private meetings with staff members at Untoasted because when he conducted them at town hall, it often led to information being spread around before the meeting even ended. He also told us that, after police officers completed their training, he would show them the area and would finish the tour with a meal at Untoasted. He did the same for interns that became permanent hires to show them his appreciation.

In explaining his Einstein’s Bros. Bagels and Domino’s purchases, the commissioner told us that community members and town staff volunteered to distribute food supplies during local drives. On several occasions, the Town Events Coordinator asked him to pick up coffee, bagels, and pizza to feed the volunteers during these events. We noted that the commissioner did appear to, for the most part, buy bagels and coffee in bulk at Einstein Bros Bagels. However, his purchases also included custom bagels, such as a cheesy hashbrown bagel, spinach Florentine bagels, and a chocolate chip bagel with strawberry smear, as well as individual cold drinks.

To the extent the receipts reflected the purchase of egg sandwiches, the commissioner indicated that he provided a specific person in the community with a breakfast sandwich and

Gatorade to help with her diabetes. Sometimes he provided breakfast sandwiches to staff members as well.

The commissioner also used his p-card to pay for gas and other travel expenses. The commissioner recalled that on January 30, 2020, he purchased gas at RaceTrac when he and the Town's former chief of police went to Boca Raton to pick up a police vehicle. On February 25, 2020, he bought gas at RaceTrac for a building department car. He did not recall buying gas either at Kwik Stop on December 20, 2021, or at Sunshine Shell on December 21, 2021. He also did not recognize the handwriting on the receipts. He speculated that someone made these purchases when he loaned out his p-card.

While he recalled the Florida League of Cities Annual Conference that took place from August 12, 2021, through August 14, 2021, he said that he did not make the July 12, 2021, purchase that appeared on his p-card for his registration. The handwriting on the confirmation belonged to the Town Events Coordinator, so he speculated that either he lent her his card or she used a copy of his p-card that she had in her possession. However, he did recall purchasing a plane ticket on May 27, 2022, in the amount of \$1,892.20 for the United States Conference of Mayors meeting that took place in Nevada from June 3 through June 6, 2022.³¹

The commissioner also purchased goods from Amazon, Apple, Best Buy, and Harbor Freight. He explained that, on February 14, 2020, he bought two Tiny Library units from Amazon for \$482.49.³² The Town had three of them and he planned to install another unit on Father's Day.

On May 1, 2020, he purchased a JPG to PDF Full Version application for his iPad. According to the commissioner, he purchased it for Town business and at the Town Information Technology ("I.T.") official's direction. He renewed his download of the Roadtrippers Plus application on May 6, 2020, for \$29.99 as he was using the application to find open gas stations during COVID.

We spoke to the Town I.T. official about the commissioner's purchases of applications. He said the commissioner did not consult him about purchasing any applications. He explained that the commissioner should have never purchased applications such as JPG to PDF Full Version, Roadtrippers, PDF Expert Pro, PDF Editor Reader, and Canva, as the Town I.T. official had the ability to provide Town staff and officials with most of the applications they needed to perform their functions at no extra cost.

On June 10, 2020, the commissioner purchased power cables and chargers for \$47.80 from Best Buy in Arizona. According to him, he did not have cables to power and recharge his devices while he was at a conference there. When he arrived at the conference, he realized his device charger was broken, so he purchased a replacement charger.

³¹ The commissioner told us that the cost of airfare was expensive due to peak industry rates at that time, not because the ticket was purchased so close to the date of the event.

³² According to the commissioner, the Town budgeted for these items.

As for his purchases of a 19" ring light with remote control and stand on November 4, 2020, for \$139.99 and a portable Bluetooth PA loudspeaker on December 2, 2020, for \$81.31, both from Amazon, he alleged that these purchases were for town business.

Finally, the commissioner told us he bought a gun safe from Harbor Freight on July 28, 2021, for \$599.99. Per the commissioner, the town was building a police department and needed the gun safe because it received firearms and had no secure place to store them.³³

The commissioner could not explain either the January 14, 2020, Peachtree purchase for \$57.78, or the January 29, 2020, Veterans Tickets Foundation ticket purchase for \$14.97. He speculated that the Peachtree purchase was made by someone else when he loaned out his card. The Veterans Tickets Foundation purchase had to be town related or he would not have forwarded the receipt to the Finance Department. This was despite the fact that the receipt showed a ticket was shipped to his house.

3. The Commissioner's P-Card Use Exemplified the Consequences of Inadequate Guidance

As the commissioner failed to articulate the correct standard for the purpose of town expenditures, his p-card purchases showcased the effects of inadequate guidance within an organization's p-card program. It was evident that the commissioner routinely made p-card purchases without regard for whether the purchase primarily served a public or municipal purpose and without regard for cost. For instance, there was no primary public purpose to purchasing a car charger to replace his personal one while he was in Arizona. Nor was there a primary public purpose to purchasing applications for his iPad when many of the applications he needed to conduct the Town's business were available for free. We likewise failed to see a primary public purpose in purchasing a set of AirPods Pro with his name and former Town title engraved on them for \$266.43. (Exhibit 9)

However, the commissioner's food purchases especially highlighted the Town's inadequate guidance.

Between September 18, 2019, and June 7, 2022, there was approximately \$9,700.00 worth of transactions at restaurants and other food vendors on the commissioner's p-card statements. Throughout our scope, the commissioner told us he frequented various restaurants as well as routinely used his p-card at such establishments as Einstein Bros. Bagels, Domino's Pizza, and Untoasted. Regarding those purchases that appeared in our sample, the commissioner explained that he often purchased food for staff and volunteers at Town events, as well as paid for lunch meetings with Town staff at Untoasted on occasions when he wanted a more private discussion. He also charged meals to his p-card for food tastings for holiday events and holiday event planning. In fact, payment for actual holiday events appeared on his p-card statements. The commissioner's food purchases, altogether, were questionable in the absence of a recognizable primary public purpose or Town policy specifically approving the use of a p-card

³³ OIG staff went to Town Hall and observed a ring light and a gun safe there. Town staff could not produce a portable Bluetooth PA loudspeaker.

for such purchases.^{34, 35} This was especially true for food purchases which reflected the purchase of children's meals. (Exhibit 10)

Town Staff Did Not Enforce the Minimal Controls That Existed In the Town's Authority

A review of the Town's Credit Card Policy showed limited prohibitions. For instance, p-card holders could not use their p-card for personal purchases. Also, the only people authorized to use a p-card was its holder or holder's administrative assistant. Furthermore, the policy required the submission of documentation to support p-card purchases and its "legitimate business purpose." However, Town staff did not enforce those controls, given what can only be described as the Town's overall contentious climate and volatility.

The Town Accounts Payable Clerk explained that each month the town received credit card statements from the bank detailing credit card purchases. She reviewed the bank statements and compared the purchases to the receipts and invoices the cardholders provided to her. If she discovered any receipts or invoices were missing, she requested them from the department.

After entering the statement's relevant information into a spreadsheet she personally maintained, the Accounts Payable Clerk forwarded the credit card documentation to the Finance Director, who reviewed the documentation and determined the appropriateness of the purchases. The Finance Director also reviewed the user's compliance with the credit card usage rules. After the Finance Director completed a review of those records, the Town Manager got them for final approval.

However, the Accounts Payable Clerk typically paid the balance due on the statements before the Finance Director completed his review. As such, if there were any issues, they addressed them after the fact.

One of the Town's former finance directors, Finance Director 1, began with the Town in October 2018. The Town terminated him in April of 2022. He described his relationship with the commissioner as contentious because, according to him, he was the only person to stand up to the commissioner. In his view, the commissioner led the effort to terminate him.

Finance Director 1 did not see the Town's Credit Card Policy until he came across it on his own. This was despite the facts that the Town had to provide it to those issued a credit card and that he had one.³⁶ He did not believe the Town had any formal discretionary spending or travel policies.

³⁴ To the extent that the Town may have budgeted for such food purchases, they remain concerning where providing food to employees and other individuals is generally not a proper necessary expense of an agency at the federal level. *Use of Appropriated Funds to Purchase Food* (2022, September 29). Office of the General Counsel. Retrieved on September 18, 2023, from <https://ogc.commerce.gov/page/appropriations-law-food>.

³⁵ The Palm Beach County Office of the Inspector General has opined that the purchase of food on p-cards are more likely to be considered a permissible use of public funds where a municipality follows written policies regarding expenditures that have been adopted by its governing body. *Ensuring That Spending Has A Clear Public Purpose* (2015, February). Office of the Inspector General Palm Beach County. Retrieved on September 18, 2023, from https://www.pbcgov.org/OIG/docs/advisories/Tips_And_Trends_2015-0002.pdf.

³⁶ It was evident that he had not reviewed the Credit Card Policy. He believed it was appropriate for p-cards to be loaned or used by others so long as receipts were provided despite the policy's prohibition.

To the best of his knowledge, there were policies voted on as resolutions, but once the Town Clerk received the required signatures, the documents were generally filed away and not seen by himself or by staff. He had not seen the Town's Travel Policy.

He told us that there were two commissioners, one of which was the commissioner at issue here, who routinely used their p-cards in questionable ways. The two commissioners purchased food and made tips with their p-cards, and he did not see those uses as Town business.

Finance Director 1 questioned the commissioners' purchases through the former town manager. He also used Finance staff as buffers when he attempted to address questionable purchases. He did not do so directly, as he feared that it would impact his employment status. He also avoided attempts to hold cardholders accountable for fear of losing his job. He was hesitant about seeing the commissioners' credit card purchases because he questioned if the purchases were business related or personal. He spoke with the former town manager about his concerns, but nothing changed. In the end, Finance Director 1 simply tied the expenditure to a receipt in his monthly review, and otherwise understood "you go, you do your job, you keep your mouth shut. It's that simple."

The former town manager told us the Town did not have a travel policy. While the Town had a Credit Card Policy, he was not familiar with it. However, he approved the card's monthly statement payments and forwarded the packets showing the reconciliation of those statements to the commission for their review. Given language within the Town Employee Handbook that work-related travel should not be used as an opportunity to spend lavishly, the former town manager opined that the Town should just give travelers the meal allocations provided by Florida Statutes. He always wanted to implement a per diem policy in the town, but he received resistance from higher up the chain. However, he did not reject any credit card purchases despite recognizing their questionable nature.

Although the Town's other former finance director, Finance Director 2, joined the Town at the end of our scope of review, his observations confirmed the tone among Town staff. Referring to the Town's climate as a "political rollercoaster," Finance Director 2 told us that the commissioner ran the town and was involved in matters normally reserved for staff. Given the work environment, "people [were] like afraid."

Recommendations and Conclusion

On February 2, 2018, our office, in its report titled *Misconduct and Gross Mismanagement in the Town of Pembroke Park's Procurement of Professional Engineering Services*, recommended, among other things, that the Town "[d]raft and publish a written procedures manual for procurement, accounts payable, and other critical finance functions." We are disappointed to see that the Town has yet to finalize a comprehensive procurement manual covering all aspects of procurement, including p-card program controls, over five years later. As a result of this lapse, the Town has placed itself at great risk of fraud and waste resulting from uncontrolled p-card usage.

In light of our observations here, we urge in the strongest of terms the following actions:

- Within 60 days of the publication of this memorandum, finalize a procurement manual that includes substantive guidance as to the Town's Purchasing Card Program. This guidance should include at least a clear, objective definition of what constitutes "official Town business," or whatever term it chooses to communicate that expenditures must be primarily for a public purpose. It should also include maximum amounts that can be spent according to category, a prohibition on p-card purchases of food or beverage that do not serve a primary public purpose, and a prohibition on allowing anyone other than the cardholder to use the p-card. We recommend the Town review other municipalities', the County's, and the State's p-card policies for direction.
- Within 60 days, issue a directive to staff and commission members to follow the parameters found within the state's law on per diem and travel expenses for public officers and employees, Florida Statutes Section 112.061, and additional requirements of the Town's Travel Policy, regardless of whether expenditures are made by p-card, are reimbursed, or are advanced. Should the town commission wish to supplant any of the provisions within that law, it has the right to do so, but only by way of ordinance or a charter change.³⁷
- Use objective measures to determine which Town officials and staff require the issuance of a p-card given their roles and responsibilities and re-evaluate current p-card assignments accordingly.
- Require each p-card user to execute an agreement to abide by the Town's Purchasing Card Program, any Town-codified travel rules, and the provisions of Florida Statutes Section 112.061 upon receipt of a Town p-card and whenever the p-card or travel rules change.
- Require immediate supervisors to give advance written authorization for staff p-card purchases in addition to director-level post-purchase approval, and require the town commission to give authorization for or approve town manager and commissioners' p-card purchases either in advance or before processing payment.
- Require the p-card user to submit in writing the primary public purpose for the expenditure on the document submitting the charge for approval and payment.
- Train all Town officials and staff on the Town's existing and new policies and procedures, including those delineated in the finalized procurement manual.
- Encourage Town staff to reject questionable expenditures and create a process by which they can do so without fear of repercussion.

³⁷ Section 112.061(1)(b), Fla. Stat.

- Enforce accountability standards for all Town officials and staff, including p-card revocations for those holders who repeatedly violate p-card policies.
- Ensure that p-card holders are not paying sales tax on applicable purchases and that there is recoupment when the Town improperly pays sales taxes.

The OIG cannot overstate the seriousness of the Town's deficiencies and the risks to which it is exposing itself by continuing to permit officials and employees to use p-cards without proper controls and oversight.

The Town's officials and employees can no longer claim ignorance of the situation. We hereby notice the Town that, should it continue to tolerate unchecked p-card use, these risks include, in the near future, the OIG reopening this matter as an investigation into whether Town commission and management members have engaged in gross mismanagement and whether any individual p-card users have engaged in misconduct such as corrupt misuse of position or theft.

The OIG will conduct a follow-up review in 60 days to determine what efforts the Town has made to address the observations made in this memorandum.

cc: Aleem Ghanny, Acting Town Manager
Jacob Horowitz, Interim Town Attorney



PURCHASING MANUAL

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Table of abbreviations

CCNA	Consultants’ Competitive Negotiation Act
ITB	Invitation to Bid
ITN	Invitation to Negotiate
OSHA	Occupational Safety and Health Act
PO	Purchase order
PRF	Purchasing Requisition Form
RFI	Request for Information
RFP	Request for Proposal
RFQ	Request for Qualification
RLI	Request for Letters of Interest

TERMINOLOGY

For the purposes of this manual, the following terms are used.

Town: **Town** of Pembroke Park

Director: the staff person assigned the responsibility of all fiscal processes for the **Town**.

Buyer: The Department or authorized individual who is making a purchase to fulfill a legitimate **Town** purpose.

Bidder: The vendor, offeror, proposer, respondent, contractor or provider of goods and services who is responding to a **Town** solicitation for goods or services.

Specifications: may also refer to scope of work.



Pembroke Park Purchasing Manual

CHAPTER 1: PEMBROKE PARK PURCHASING CODE (ARTICLE V)

The **Town** Purchasing Ordinance (No. 18-01-01) provides the basics for this manual or guideline establishing procedures and mechanisms for how to implement the policy as provided by the **Town** Purchasing Ordinance as well as other applicable state and federal governing policies.

Sec. 2-121. Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- (a) Addenda or Addendum. Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding documents or the contract documents.
- (b) Business Location. A permanent office or other site where the **Bidder** operates, conducts, engages in, or carries on all, or a portion of, its business. A post office box shall not be sufficient to constitute a business location.
- (c) Change Order. Changes, due to unanticipated conditions or developments, made to an executory contract, which do not substantially alter the character of the work contracted for, and which do not vary so substantially from the original specifications as to constitute a new undertaking. The changes must reasonably and conscientiously be viewed as being in fulfillment of the original scope of the contract rather than as departing therefrom. Further, the changes, when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.
- (d) Chief Procurement Officer. The individual responsible for the procurement of commodities and services as well as the management and disposal of commodities. The Town Finance and Budget Director is the *ex officio* Chief Procurement Officer.
- (e) **Town** Standard Commodities. Those situations where the **Town** has determined that a particular style, brand, make, or model is the only type that meets the **Town's** requirements for performance, compatibility, or other salient characteristics.
- (f) Commodities. Personal property, including, but not limited to, goods, supplies, apparatus, equipment, material, and other forms of tangible personal property.
- (g) Contractor. Any person or business entity having a contract with the **Town**.
- (h) Cooperative Purchasing. Situations where the **Town** participates in joint procurement of commodities or services with other public entities within the state, in order to obtain lower prices through greater purchasing volume.
- (i) Invitation for Bid. A written solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated therein and specifically defining the commodities or



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services for which bids are sought. The invitation for bid shall be used when the **Town** is capable of specifically defining the scope of work for which a service is required or when the **Town** is capable of establishing precise specifications defining the actual commodities required. The invitation for bid shall include instruction to **Bidder**, plans, drawings, and specifications, if any, bid form and other required forms and documents to be submitted with the bid.

- (j) Purchase Order. A document by which the **Town** acquires goods and services at a stated price, specifying all the terms and conditions of a proposed transaction, such as a description of the required items, delivery schedule, terms of payment and transportation.

A purchase order is required for purchases of goods or services in an amount greater than \$1,500.00. The Chief Procurement Officer is authorized to pay the amount stated in the purchase order after Town Commission approval.

- (k) Quotations. Unsealed facsimile or written bids for commodities or services.
- (l) Request for Letters of Interest. A written solicitation for offers with the title, date and hour of the submission deadline designated. A request for letters of interests shall include, but is not limited to, general information and submission deadline. The **Town** shall engage in competitive negotiations with responsible **Bidders** determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. **Bidders** shall be accorded fair and equal treatment with respect to any opportunity for discussion.
- (m) Request for Proposals. A written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for proposals shall include, but is not limited to, general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The **Town** may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.
- (n) Request for Qualifications. A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include, but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The **Town** may engage in competitive negotiations with responsible **Bidders** determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. **Bidders** shall be accorded fair and equal treatment with respect to any



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opportunity for discussion and revision of offers, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

- (o) Responsible Bidder, Responsible Offeror, or Responsible Proposer. A person or business entity having the capability in all respects to perform fully the contract requirements and sufficient experience, ability, reliability, capacity, facilities, equipment, financial resources, and credit to give the **Town** a reasonable expectation of good faith performance, determined solely within the **Town's** discretion.
- (p) Responsive Bidder, Responsive Offeror, or Responsive Proposer. A person who has submitted a bid, offer, or proposal that conforms in all material respects to the invitation for bid, request for letters of interest, request for qualifications, or request for proposals, determined solely within the **Town's** discretion.
- (q) Services. The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end-product other than reports that are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.
- (r) Sole-Source. The commodities or services are available from only one responsible **Bidder**. Specific criteria for sole-source purchases are set forth in the Procurement Procedures Manual.
- (s) Surplus Property. Any personal property belonging to the **Town** that is capable of being used but is in excess of the normal operating requirements of the **Town** or which is no longer being used or which has become obsolete, worn out or scrapped.
- (t) Using Department. Any Department, agency, Commission, bureau, or other unit in the **Town** government using commodities or procuring services as provided in this article.

Sec. 2-122. Procurement Responsibility.

The procurement of commodities and services shall be under the supervision of the Chief Procurement Officer, or designee.

Sec. 2-123. Compliance Required.

It shall be unlawful for any **Town** officer or employee to purchase any commodities or services or make any contract within the purview of this article unless there has been compliance with the requirements of this article. Any purchase made, or contract executed contrary to the provisions hereof shall be null and void, and the **Town** shall not be bound thereby.



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Sec. 2-124. Procurement of Commodities or Services in an Amount less than \$25,000.00.

- (a) The **Town** Manager, or designee, or designee of the Town Commission, may authorize the purchase of services or commodities in an amount less than \$1,500.00 without the approval of the **Town** Commission.
- (b) The purchase of services or commodities in an amount in excess of \$1,500.00 requires the prior approval of the **Town** Commission at a regular or special meeting, except as may otherwise be provided in this article.
- (c) The purchase of services or commodities in excess of \$5,000.00 shall be permitted only after written competitive proposals from at least two (2) different sources are received by the **Town** Commission for consideration, and the **Town** Commission approves the most responsible and responsive proposal.
- (d) The purchase of services or commodities in excess of \$10,000.00 shall be permitted only after written competitive proposals from at least three (3) different sources are received by the **Town** Commission for consideration, and the **Town** Commission approves the most responsible and responsive proposal.

Sec. 2-125. Regular, Recurring Procurements.

The **Town** Commission may, by resolution from time to time, provide for the payment of certain services or commodities which are procured on a regular or recurring basis, either pursuant to contract or otherwise, without the requirement of a purchase order for same, or the submission of such invoice to the **Town** Commission for individual approval.

Sec. 2-126. Competitive Bidding or Competitive Proposals Required; Exceptions.

- (a) A purchase of or contract for commodities or services that is estimated by the Chief Procurement Officer or Using Department to cost more than \$25,000.00 shall be based on competitive bids or competitive proposals as determined by the Chief Procurement Officer or Using Department, except as specifically provided herein.
- (b) For all capital improvement projects where the services of professional architectural, engineering, landscape architectural, or survey and mapping services are required, the Chief Procurement Officer or Using Department, with the approval of the **Town** Commission shall determine the project delivery method to be utilized to complete the project and shall present the recommendation as part of the request for approval of bid advertisement as required in Section 2- 127.
- (c) Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:



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- (1) Emergency purchases. In urgent cases of compelling emergency that require the immediate purchase of commodities or services, the **Town** Manager a Director, or designee, is empowered to waive competitive bidding or competitive proposals and authorize the Chief Procurement Officer, or designee, to secure by open-market procedure any commodities or services, notwithstanding the estimated cost of the commodities or services.

It is recognized that not all situations or occurrences can be anticipated. Emergency situations may include, but are not limited to, imminent danger to life safety, health, property, or breakdowns of equipment that may cause serious curtailment of services to residents. Examples of these purchases are repairs for vehicles, broken water and sewer lines, and hurricane or other disaster purchases during a declared disaster. Any Department head who authorizes an emergency purchase pursuant to this section must seek oral or written approval from the **Town** Manager, or designee, (only required during normal business hours), and must provide a written explanation of the emergency to the **Town** Manager, or designee, as early as possible, but not later than twenty-four (24) hours after the purchase and provide a copy of written explanation to the Finance and Budget Department. **Town** Commission approval or confirmation shall be required when the amount of the emergency purchase exceeds \$1,500.00. Emergency purchasing procedures may not be implemented to procure goods or services required to perform normal **Town** operations. Failure to anticipate normal operating needs shall not be considered grounds for an emergency situation.

- (2) Professional services. Contracts for professional services involving peculiar skill, ability, experience, or expertise, which are in their nature unique and not subject to competitive bidding, or competitive proposals, are exempt from this section; however, state laws, such as the Consultants' Competitive Negotiation Act (CCNA) to the extent applicable, shall be followed.
- (3) **Town** standard, single-source and sole-source commodities or services. **Town** standard, single-source and sole-source commodities or services are exempt from this section.
- (4) Disaster preparedness. Contracts for purchases of commodities or services that are made in contemplation and preparation for and in response to the occurrence of a natural or man-made disaster or civil unrest, where time or availability rather than price is the controlling factor, are exempt from this section.
- (5) Utilization of other governmental agencies' contracts. Commodities or services that are the subject of contracts with the State of Florida, its political subdivisions or other governmental entities located within the State of Florida, including the United States government, are exempt from this article, provided, however, that this section shall apply only if the contract expressly permits or if the awarding jurisdiction or the **Bidder** agrees to allow the **Town** to purchase on the same terms and conditions, and if either:
 - (i) the commodities or services are the subject of a price schedule negotiated by the state or federal government or by competitive bid by another Florida governmental agency and not on any preference; or



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(ii) the price offered for the commodity or service exactly equals or is lower than the governmental contract from **Bidders** awarded the governmental contract.

Where an award is made pursuant to this section, the terms, and conditions agreeable to the **Town** may be used in lieu of those terms and conditions of the contract with the other governmental agency.

- (6) Cooperative purchasing. Cooperative purchasing plans are exempt from this section.
- (7) Exclusions from competitive procurement requirement. The following contractual services are not subject to the competitive procurement requirement:
 - (A) Academic program reviews or lectures or seminars by individuals;
 - (B) Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration;
 - (C) Artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting and sculpture, photography, culinary arts, fashion design and the like;
 - (D) Maintenance service of equipment when considered to be in the best interest of the **Town** and recommended by the Using Department and the services to be performed are by the equipment manufacturer, manufacturer's service representative or a distributor of the manufacturer's equipment, the services may be procured without following the competitive sealed bid process;
 - (E) Advertising for the purpose of public notifications;
 - (F) Utilities, including but not limited to electric, water and communications;
 - (G) Copyrighted materials, except computer software; or
 - (H) Food, clothing, and other promotional items purchased for resale or distribution to the public.
- (8) Additional exclusions. The foregoing enumeration of services deemed to be exempt from the competitive procurement requirements is not intended to be an exhaustive or exclusive list. The **Town** Manager, or designee, may determine if a contractual service must be procured through the competitive procurement process, if not expressly indicated herein.
- (9) Best interest of the **Town**. Purchases of and contracts for commodities or services are exempt from this section when the **Town** Commission declares by a majority affirmative vote that the process of competitive bidding and competitive proposals is not in the best interest of the **Town**. The **Town** Commission shall make specific factual findings that support its determination, and such contracts shall not be placed on the **Town** Commission consent agenda.



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- (d) Any other provision of this section to the contrary notwithstanding, **Town** purchasing shall be conducted in accordance with applicable state law, including Section 180.24, Florida Statutes, and Section 255.20, Florida Statutes, as may be amended.

Sec. 2-127. Competitive Bidding Procedure.

The competitive bidding procedures below shall be followed:

- (a) *Presentation to **Town** Commission.* All competitive bidding or competitive proposal solicitations as defined in Section 2-126 shall be presented to the **Town** Commission for consideration prior to advertisement.
- (b) *Advertisement for bids required.* Notice of the competitive bid shall be advertised in a newspaper of general circulation in the **Town** of Pembroke Park not less than ten (10) days prior to the date set forth in the notice for the opening of bids or proposals.
- (c)
- (1) Bid deposits. When deemed necessary by the Chief Procurement Officer or Using Department, bid deposits or sureties shall be prescribed in the public notice inviting bids. A successful bidder shall forfeit any deposit or surety required by the Chief Procurement Officer or Using Department upon failure on its part to enter into a contract with **Town** within 15 days after the bid award.
 - (2) Deposit requirements. Each bid, where so required in the bid documents, must be accompanied by a bid bond, a cashier's check, or certified bank check in an amount of not less than five percent (5%) of the total bid amount. The applicable bid documents will specify the details of individual bid requirements. Unless otherwise stated in the bid documents, the bid security of the successful bidder will be retained by the Chief Procurement Officer until such bidder has executed and furnished to the **Town** an agreement and required contract security. Upon receipt of the executed agreement and contract security, the bid security will be returned. If the successful bidder fails to execute and deliver the agreement or fails to furnish the contract security within the time required by the bid documents after the notice of award, the **Town** may cancel the notice of award and the bid security of the successful bidder shall be forfeited to **Town**. The bid security of other **Bidder** whom the **Town** determines to have a reasonable chance of receiving the award may be retained by the **Town** until the time specified in the bid documents. Bid security for bids which are deemed not competitive will be returned within seven (7) days after the bid opening.
 - (3) Sureties on performance. All competitive bids seeking commodities or services in excess of \$25,000.00, shall include as a requirement of such advertised bids a performance bond in the total contract amount. The Chief Procurement Officer, in his or her discretion, may require such performance bonds for bids seeking commodities or services in an amount less than \$25,000.00. The **Town** Manager shall have the discretion to waive the performance bond requirement in the event of an emergency. Any bonding company



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providing bid surety must be listed on the United States Department of Treasury's Circular 570. Additionally, the bonding company must be rated at least "A," Class VI, by Best's Key Rating Guide, published by A.M. Best Company, and be authorized to do business in the state.

- (d) *Addenda*. Written addenda will be issued when changes, clarifications, or amendments to the Invitation for Bids are deemed necessary.
- (e) Bid opening procedure.
- (1) Sealed bids shall be submitted to the Deputy **Town** Clerk, or designee, at such location as designated in the bid documents, and shall be identified as bids on the envelope.
 - (2) Bids shall be opened in public at **Town** Hall by the Deputy **Town** Clerk, or designee, at the time and place stated in the public notice. All bids shall be publicly announced at the time of opening.
 - (3) A tabulation of all bids received shall be posted for public inspection.
 - (4) No late bids shall be accepted or opened, and, if received after the date and time called for in the bid notice, shall be retained unopened by the Deputy **Town** Clerk.
 - (5) Failure to properly sign a bid shall invalidate the bid and it shall not be considered.
 - (6) All bids opened shall contain a copy of the bid to be filed in the Clerk's office.
 - (7) The **Town** reserves the right to waive any irregularities in the bids, as determined by the Chief Procurement Officer and approved by the **Town** Manager.
- (f) *Rejection of bids*. The **Town** Commission may reject any bids, parts of all bids or all bids for any one or more commodities or services included in the proposed contract when the public interest will be served thereby. The Chief Procurement Officer shall not accept a bid from a contractor who is known to be in default on the payment of taxes, licenses, or other moneys due the **Town**.
- (g) *Contracts award criteria*. Contracts shall be awarded to the lowest responsive, responsible bidder. In determining the "lowest responsive, responsible bidder," the Chief Procurement Officer shall consider:
- (1) The prices contained in the bid;
 - (2) The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
 - (3) Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (4) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - (5) The quality of performance of previous contracts or services, including, but not limited to, contracts or services with **Town**;
 - (6) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;



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- (7) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - (8) The quality, availability and adaptability of the commodities or services to the particular use required;
 - (9) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - (10) The number and scope of conditions attached to the bid by bidder;
 - (11) The overall cost to the **Town**;
 - (12) Whether the bidder is involved in any pending litigation with the **Town**; and
 - (13) The best interests of the **Town**.
- (h) *Determination and findings statement.* When the award is not given to the most responsive, responsible bidder, a determination and findings statement shall be prepared by the Chief Procurement Officer and filed with the other papers relating to the transaction.
- (i) Tie bids.
- (1) If the determination of lowest responsive, responsible bidder results in a tie, the contract may be split when it is to the **Town's** advantage as determined by the Chief Procurement Officer or Using Department.
 - (2) If the Chief Procurement Officer determines not to split the bid, the contract shall be awarded by first preference to businesses with drug-free workplace programs as described in Section 2-136, and then by publicly drawing lots.
- (j) Prohibition against subdivision. No contract for purchase of goods or services may be subdivided to avoid the requirements of this section.
- (k) Inspection of bids. Inspection of the **Town's** formal bids and proposals shall be conducted in accordance with applicable state law, including Chapter 119, Florida Statutes, as amended.

Sec. 2-128. Competitive Negotiations.

When the use of competitive bidding is not in the best interest of the **Town** for a purchase of, or contract for, commodities or services estimated to cost in excess of \$25,000.00, the commodities or services may be purchased by competitive negotiations.

A request for proposals, a request for qualifications, or a request for letters of interest shall be issued by **Town** in lieu of competitive bidding. Adequate public notice of the solicitation shall be given in the same manner as provided in Section 2-127. Other procedural provisions applicable to the sealed bid process shall also apply. To assure full understanding of and responsiveness to the solicitation requirements and full understanding of qualified proposals or offers, discussions may be conducted with qualified proposers or **Bidders** who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and



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responsiveness to, the solicitation requirements.

The respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of responses, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining best the and final proposals or offers. The contract award shall be made to the responsible proposer or **Bidder** whose proposal or offer is determined to be the most advantageous to the **Town** taking into consideration price and the evaluation factors set forth in the solicitation. No other criteria shall be used in the evaluation. A written summary of the basis on which the award is made shall be included in the contract file.

Sec. 2-129. Award of Contract.

- (a) An initial purchase of, or contract for, commodities or services, in excess of \$25,000.00, shall require the prior approval of the **Town** Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed. Emergency purchases, however, as described in Section 2-126, shall not require advance **Town** Commission approval. In such emergency situations, the **Town** Manager, or designee, may approve the purchase or contract, subject to later ratification by the **Town** Commission. Emergency purchases are to be made only when the normal function and operation of the **Town** would be hampered to such an extent by submittal of a requisition in the usual manner that it may adversely affect the life, health, safety, or welfare of citizens.
- (b) Purchases exceeding the sum of \$75,000.00 in the aggregate shall not be purchased from the same person or entity during the course of any fiscal year unless the purchases are first authorized by the **Town** Commission. The above provision shall not apply to purchases of utilities or to ongoing contracts.

Sec. 2-130. Town Attorney to Review and Approve Form and Content of Purchasing Contracts.

The **Town** Attorney shall review all contracts awarded under this article and shall approve the contracts as to form and content prior to their execution by the appropriate **Town** officials. Notwithstanding the above, the **Town** Attorney, in his or her discretion, may approve form contracts bearing a pre-printed **Town** Attorney approval, provided that the provisions of the form contracts are not modified.

Sec. 2-131. Debarment and Suspensions.

- (a) Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity for such party to be heard, the **Town** Commission, after consultation with the **Town** Attorney or **Town** staff, shall have the authority to debar a person or entity for the causes listed in this section from consideration for



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award of **Town** contracts. The debarment shall be for a period of not fewer than three years. The **Town** Manager, the Chief Procurement Officer or the Using Department shall also each have the authority to suspend a contractor from consideration for award of **Town** contracts when there is probable cause for debarment pending the debarment determination by the **Town** Commission.

- (b) Causes for debarment or suspension. Causes for debarment or suspension include the following:
- (1) Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private contractor, subcontract, or incident to the performance of such contract or subcontract;
 - (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
 - (3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
 - (4) Violation of **Town's** contract provisions, which violation is regarded by the Chief Procurement Officer or Using Department to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a **Town** contract or to perform within the time limits provided in the **Town** contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
 - (5) Debarment or suspension of the person or entity by any federal, state, or other governmental entity; or
 - (6) Any other cause judged by the **Town** Commission to be so serious and compelling as to affect the responsibility of the person or entity performing **Town** contracts.
- (c) *Debarment and suspension decisions.* Subject to the provisions of this section the **Town** Attorney shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the debarred or suspended party.

Sec. 2-132. Availability of Funds.

Except in cases of emergency, the **Town** Manager, or designee, shall not issue any order for delivery on a contract or any open-market order unless and until the Chief Procurement Officer, or designee, certifies that there are unencumbered funds available in the budget, in excess of all unpaid obligations, to defray the cost of the commodities or services.

Sec. 2-133. Surplus Property.

- (a) *Disposal of surplus property.* The **Town** may sell, trade, or otherwise dispose of surplus and obsolete personal property belonging to the **Town** either by sale, barter, or exchange, by competitive sealed bid, public auction, cannibalization, trade in or any other means of disposal as



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may be appropriate and in the best interests of the **Town**. Disposal of surplus or obsolete personal property requires prior approval by the **Town** Commission. No employee may purchase any such property without **Town** Commission approval.

- (b) *Donation of surplus property.* Surplus property may be donated by **Town** Commission approval, in any manner as the **Town** Commission deems fit.

Sec. 2-134. Change Orders.

- (a) Subject to the restrictions contained in division (b) below, the **Town** Manager, or designee, is authorized to approve all change orders decreasing the cost of the contract to the **Town** that do not materially alter the character of the work contemplated by the contract as determined in his or her judgment, to be in the public interest.
- (b) Notwithstanding the provisions of division (a) above, the **Town** Manager, or designee, is not authorized to approve a change order without authorization of the **Town** Commission where the sum of all change orders issued under the contract increases the cost of the contract by \$1,500.00 or greater.

Sec. 2-135. Term, Termination, Extension and Renewal of Contracts.

- (a) Term.
 - (1) Unless otherwise provided by law, a contract for supplies or services may be entered into for any time period deemed to be in the best interests of the **Town** provided the extension, if any, is included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for future fiscal periods shall be subject to the availability of funds.
 - (2) Contracts may be awarded with provisions of upward or downward price adjustments provided this allowance is part of the original bid solicitation and the adjustments are based on a nationally recognized or published index or other criteria acceptable to the Chief Procurement Officer.
- (b) *Termination.* The **Town** Commission is authorized to terminate any contract entered into by the **Town** when the **Town** Commission determines that the contracting party has breached or failed to perform one or more of its obligations under the contract. When a contract is entered into by the **Town** pursuant to **Town** Commission approval and is terminable by the **Town** without cause, only the **Town** Commission is authorized to terminate the contract without cause. If any Commissioner desires that a contract be terminated without cause, he or she shall notify the **Town** Manager in writing and request that the item be placed on the next **Town** Commission agenda.
- (c) *Extensions.* The **Town** Manager, or designee, is authorized to extend, for operational purposes only, and for a maximum of 180 days, any contract previously approved by the **Town** Commission



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and entered into by the **Town**. Any other extensions of the contract term require the approval of the **Town** Commission.

- (d) **Town Commission notification.** The **Town** Manager, or designee, shall notify the **Town** Commission, in writing at least three months in advance of the expiration, renewal, automatic renewal or extension date of a contract, and shall provide a copy of the contract and a **Bidder** performance report card for the contract to the **Town** Commission.
- (e) **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.

Sec. 2-136. Preference to Businesses with Drug-Free Workplace Programs.

- (a) The **Town** hereby adopts by reference Section 287.087, Florida Statutes, as amended, regarding bidding preferences for businesses with drug-free workplace programs.
- (b) Whenever two or more bids which are equal with respect to price, quality and service are received by the **Town** for the procurement of commodities or services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given a preference, provided that the drug-free workplace program complies with Section 287.087, Florida Statutes, and any other applicable state law. An announcement of this preference shall be included in the bid documents.

Sec. 2-137. Non-Discrimination.

Contractors shall not discriminate against any person in its operations, activities, or delivery of services. Contractors shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

Sec. 2-138. Non-Collusion.

A bidder shall not collude, conspire, connive, or agree, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham bid in connection with the service or commodities for which the bid has been submitted. A bidder shall refrain from bidding in connection with such service or commodities and shall not have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid or of any other bidder, or to fix any overhead profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other bidder, or any person interested in providing the proposed service or commodities.



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Sec. 2-139. Bid Protest Procedures.

- (a) Upon completion of the evaluation of all bids for a particular procurement, the Chief Procurement Officer or Using Department shall issue a notice of bid/proposal action. This notice, containing the date and time of issuance, shall be posted on the **Town** website and at a conspicuous location at **Town** Hall.
- (b) A bidder with a “substantial interest” who has been adversely affected by the **Town**’s selection of a bidder may protest the selection by complying with the requirements set forth herein. A bidder shall be deemed to have a “substantial interest” if the bidder would have been selected as the lowest responsive and responsible bidder but for the alleged mistake or irregularly described in the protest. If the Using Department or Chief Procurement Officer determine that a bidder does not have a “substantial interest,” that bidder is precluded from bringing a bid protest pursuant to this section.
- (c) A bidder wishing to object to terms, conditions, specifications, procedures, selection criteria, weight of evaluation criteria or other matter set forth in the bid or proposed documents must make such objections in writing during the period of time set forth for questions and answers in the Invitation to Bid, request for proposal, request for qualifications or request for letters of interest. A bidder who has not raised such objections in writing during the question and answer time may not use the bid protect process to object to these matters once a notice of bid/proposal action has been posted.
- (d) A bidder may file a “Notice of Intent to Protest” by emailing said notice to the Using Department or Chief Procurement Officer within two business days of the issuance of the notice of bid/proposal action pursuant to subsection (a) hereof or the publication of a **Town** Commission agenda recommending the award of the bid, whichever is sooner. Such Notice of Intent to Protest shall include the bid or proposal number and title, the name and address of the protester, and a brief statement as to the basis of the bid protest.
- (e) The complete written bid protest must be filed with the Using Department or Chief Procurement Officer within ten calendar days of the issuance of the notice of bid action. To be considered, the written protest of bid must include:
 - (1) The bid or proposal number and title;
 - (2) Company name, protester’s name, and title, mailing address of protester, and e-mail address of protester;
 - (3) The facts and law upon which the protest is based; and grounds not stated shall be deemed waived;
 - (4) Rules, regulations, or statutes pertinent to the protest;
 - (5) Relief which the protester seeks;
 - (6) Any other information that the protester deems to be material to the protest; and



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- (7) A bid protest bond in the form of a certified check, cashier's check, or money order made payable to the **Town** of Pembroke Park in an amount equal to five percent (5%) of the protester's bid amount or \$5,000.00, whichever is less. If the protest is upheld by the **Town**, the bond will be refunded to the protester. If the protest is denied, the entire bid protest bond amount shall be forfeited to the **Town**.
- (f) Upon receipt of a timely filled and complete formal written bid protest, the Using Department and Chief Procurement Officer shall stay the award of the purchase order or contract until the bid protest is resolved, unless the Using Department and Chief Procurement Officer determine in writing that compelling circumstances exist which require that the award be processed without further delay in order to protect the **Town's** interest or for the purpose of avoiding an immediate and serious danger to the public health, safety or welfare of the citizens or substantial disruption of **Town** operations.
- (g) After receipt of the timely filed and complete written bid protest, and upon the protester's request, the Using Department and Chief Procurement Officer shall meet with the protester to discuss the allegations and to attempt to resolve the matter. The Using Department and Chief Procurement Officer shall issue their decision on the bid protest within 14 calendar days of the meeting, or if no meeting is requested, within 14 days of receipt of the timely filed and complete written bid protest. Such decision shall be e-mailed to the protester on the date of issuance unless otherwise directed by the protester.
- (h) The protester may appeal the decision of the Using Department and Chief Procurement Officer to the **Town** Manager by filing a written appeal with the **Town** Clerk's office within three business days of issuance of the Using Department and Chief Procurement Officer's decision. The appeal must be in writing and must include a full explanation of the basis of disagreement with the decision rendered by the Using Department and Chief Procurement Officer, as well as the relief sought. The **Town** Commission will review the bid protest appeal and shall overturn the bid award if the protester proves that the bid award did not comply in material respects with the requirements contained in the Invitation to Bid, request for proposal, request for qualifications or request for letters of interest, this procurement code, or Florida law. The **Town** Commission's decision shall be e-mailed to the protester on the date of issuance unless another method of delivery is otherwise directed by the protester.
- (i) Failure by a bidder to comply with the timelines and requirements set forth herein shall result in an immediate invalidation and termination of the bid protest and a waiver of the right to seek further redress or to appeal the alleged adverse action in a court of law.
- (j) Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

Sec. 2-140. Applicability to Salaries, Benefits.

The provisions in this article should not apply to the payment of salaries or other employment benefits



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to officers or employees of the **Town**.

Sec. 2-141. Adoption of Procurement Procedures Manual.

The **Town** Commission shall adopt a Procurement Procedure Manual by resolution to be used by the **Town's** staff setting forth the policies and rules for billing of accounts due, processing payments received by the **Town**, purchase orders for procurement of goods or services and such other matters as are necessary for orderly operation of the financial affairs of the **Town**.

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CHAPTER 2: OVERVIEW

The purpose of the **Town** of Pembroke Park Purchasing Policy and Procedural Manual (“Manual”) is to provide clear and concise step-by-step directions to **Town** of Pembroke Park (“**Town**”) employees authorized to purchase goods and services (“**Buyers**”) and to ensure a fiscally responsible, ethical purchasing program in accordance with all applicable laws including:

1. The **Town**’s Charter and Code of Ordinances, specifically Article V. (Appendix A),
2. The **Town**’s authority pursuant to the Florida Constitution,
3. Florida Statutes Chapter 166,
4. Florida Public Records and Sunshine Laws, Chapters 119, and 286,
5. Florida Consultants’ Competitive Negotiation act, f.s. 287.055,
6. Florida Local Bids and Contracts for Public Construction Works, F.S. 255.20, and
7. Florida Ethics Law, Chapter 112

Comment [MLS1]: Need to include document

All requests for goods and/or services, and all purchases shall be for a public purpose and in accordance with all applicable laws and policies and the guidelines established in this manual. The **Town**’s goal is the economical procurement of commodities and services conducted by fair and open competition and in accordance with applicable Federal and State Statutes and **Town** of Pembroke Park Code of Ordinances and Resolutions.

Administration and Authorization

Town Commission (Sec. 2-124)

All purchases on behalf of the **Town**, in excess of \$1,500 must be authorized by the **Town** Commission.

Town Attorney (Sec. 2-130)

The **Town** Attorney shall review all contracts awarded under this article and shall approve the contracts as to form and content prior to their execution by the appropriate **Town** officials.

Town Manager (Sec. 2-94)

The **Town** Manager is responsible for ensuring the policies and directions of the Commission with respect to achievement of the purchasing and contract administration objectives are met consistent with all State and **Town** statutory requirements. To that end, The **Town** Manager is responsible for coordinating and supervising the activities of the Chief Procurement Officer to ensure the **Town** remains in compliance with all legal guidelines. The **Town** Manager may approve purchases of \$1,500.00 or less (Section 2-124).



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Chief Procurement Officer (CPO) (Sec. 2-122)

The **CPO** is responsible for day to day supervision and achievement of the **Town** purchasing and contract administration policies and objectives.

Specifically, the **CPO's** responsibilities include:

1. Monitoring compliance with all applicable policies and procedures in the acquisition of supplies, equipment, and services necessary for the daily operations of the **Town**.
2. Ensuring that all applicable policies, procedures, forms, and approvals are obtained and retained as required by all applicable laws and guidelines.
3. Finalizing and ensuring accuracy of all final purchasing documents including requisitions, solicitations, purchase orders and contract awards.
4. Monitoring and ensuring compliance with all supporting accounting processes such as budgeting, accounts payable and fixed assets.

Town Department (Buyer) (Section 2-123, 2-126, 2-132, 2-133)

The **Town** Division, Directors, and Department Heads and/or designees are responsible for day to day management and achievement of the **Town** purchasing and contract administration policies and objectives within their Divisions and Departments. The Directors and Department Heads shall:

1. Follow all purchasing and accounting policies, procedures, utilizing the correct forms and acquiring the appropriate approvals in a timely and accurate manner;
2. Inspect and verify receipt of commodities or completion of services in accordance with the initial purchase request and submit invoices for payment in a timely manner;
3. Ensure all contracts are reviewed by the **Town** Attorney, Town Manager, and affected Departments before being presented to the Deputy **Town** Clerk for placement on the agenda for approval by the **Town** Commission;
4. Manage all surplus property responsibly and ethically; and
5. NOT subdivide any purchase or contract solely to avoid competitive Purchasing or approval requirements as prescribed in this Manual.



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CHAPTER 3: UNDERSTANDING KEY COMPONENTS OF SOLICITATION DOCUMENTS

Scope of Work or Specifications

Specifications: A specification is a description of the physical or functional characteristics of a good, service, or construction item. It is a description of what the **Buyer** seeks to buy, and to which a **Bidder** must be responsive in order to be considered for award of a contract. The term "Specification" is primarily used to refer to goods; "Scope of Work" is more often used to refer to services.

Proper specifications have four (4) characteristics:

1. Set the minimum acceptability of the good or service. The **Bidder** must know the minimum standard to determine what to provide. A standard which is too high means tax dollars may be wasted. Conversely, a standard which is too low means the goods or services will not meet the expectations of the user.
2. Promote competitive bidding. The **Buyer** should ensure the maximum number of responsive Bidders are able to bid to the specification. Restrictive specifications decrease competition.
3. Contain provisions for reasonable tests and inspections for acceptability for the good or service. The specification should permit tendered goods or services to be evaluated against defined criteria by examination, trial, test, or documentation. The methods and timing of testing and inspecting must be indicated in the specification.
4. Provide for an equitable award to the lowest responsive bidder. The **Buyer** should be able to obtain the goods or services that will perform to expectations, and the **Bidder** is able to provide the goods or services at an equitable agreed upon price.

The **Buyer** must be able to clearly define what goods or services are needed prior to determining what purchasing or solicitation method is best. The **Buyer**, not the **CPO**, has the professional expertise required to make that determination for goods and services specific to the needs of their Department.

Poorly written specifications:

1. Deter potential **Bidders**.
2. Increase costs.
3. Decrease the chance of desired results.
4. Are easily misinterpreted, increasing the number of questions asked and time to respond.
5. Are open to challenge and protest by unsuccessful **Bidder**.
6. Increase risk.

On the other hand, well written, complete, clear, concise, and specific criteria and specifications:

1. Attract many qualified **Bidders**, increasing competition.
2. Are easier to evaluate.



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3. Minimize the possibility of protests.
4. Lower risks.
5. Lower costs.

There are three basic types of specifications:

1. **Design Specifications:** These specifications often have precise requirements that may limit competition, prevent consideration of the latest technological improvements, and discourage innovation. Design specifications establish the material and operating requirements of goods.
2. **Performance Specifications:** Performance specifications describe what a good is expected to do. There is less concern about the material composition of the good and the way it is manufactured or assembled, and more concern about its performance when put into use. The Bidder is not directed to act in a certain way but is given an opportunity to use ingenuity and to innovate in order to provide a good which will perform a specific task.
3. **Combination Specifications:** A single type of specification cannot always adequately describe the need. Sometimes, the design-performance combination will be the best approach, with the design requirements kept to a minimum and the performance characteristics very detailed.

A proper specification should be:

1. Consistent.
2. Easy to read and understand.
3. Easy to revise, if needed.
4. Formatted with good direction.
5. Organized and categorized.
6. Concise and free of repetition.

When preparing specifications, consider:

1. Who will receive the document?
2. What do I want people to know or do?
3. How detailed and exact should my information be?
4. What questions might they ask?

When preparing 'scope of work' consider including the following:

1. Background – Why is the service is needed?
2. Objective – What are the goals the service should address and meet?
3. Contractors Tasks – What are the specific tasks required to meet the goals?
4. Performance and or design specifications



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5. References to related studies, documentation, specification, and standards.
6. Data requirements, if any and ownership by **Town** when completed.
7. What must the **Town** provide to meet the goals? (i.e. Facility, equipment, access, etc.)

TABLE 1: BEST PRACTICES CHECKLIST FOR WRITING SPECIFICATIONS

✓ List the desired outcomes instead of the process or the inputs ¹ .
✓ Be clear, concise, specific, and provide measurable outcomes without being unduly restrictive. Avoid vague terminology such as “in a timely manner” or prepared to our satisfaction—Say exactly when and exactly what will satisfy. Make sure your specifications can actually be met by the market.
✓ Utilize readily available resources on the internet or through respected purchasing organizations to “copy” specifications used by other public entities.
✓ Consult an “industry expert” to help create technical specifications if the staff lack that knowledge.
✓ Do not allow the “expert” to craft the specifications such that it gives his/her entity an unfair advantage in the final bidding process. Likewise, no person who has a financial or other interest in the awarding of the contract should be involved in the creation of the specifications.
✓ Specific evaluation criteria to determine qualified Bidder may be included in the bid specifications.
✓ Establishing evaluation criteria up front, further clarifies the expected outcomes and exactly what the Town will measure and inspect for prior to invoice authorization.
✓ Do not write specifications such that they exclude all but one type of supply or equipment or Bidder . Specifications, however, must be sufficient to allow decision makers to determine which bidder to choose. For example, a government unit should not specify that they wish to purchase a model X Dell computer, but they should include details such as amount of memory, size of hard drive, or any details that make the new computer compatible with an already existing system.
✓ Determine which specifications are required and which are preferred. Bidders will be judged non-responsive if they do not meet all required specifications, where they may be allowed to present alternatives for specifications that are deemed preferred.
✓ Assign points to different areas based on the importance of that area for the satisfactory completion of the project. The Town should also determine benchmarks for assigning points, i.e. what deserves full points, half, less.

¹ For example, one might specify for a lawn-mowing contract that the grass be kept less than six inches long instead of specifying that the contractor must cut the grass twice every month. The former is more easily monitored since it can be done randomly as opposed to trying to catch the contractor in the act of performing the service.



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For additional tools helpful for preparing written specifications, refer to the Attachments to this Guidebook: Standard Specification Sources and Standard Terms and Conditions.

Directions to Bidder

In addition to the Specifications/Scope of Work, the Directions/Instructions to **Bidder** are core components of the Purchasing Proposal. Directions should be comprehensive and consistent with the **Town** Purchasing Policy, and include the following:

1. Bid Deposits or Performance Bonds, if required.
2. Bid submission criteria.
3. Communication restrictions.
4. Price formats.
5. Invoicing and payments.
6. Project Management criteria.
7. Delivery considerations.

BID DEPOSITS/PERFORMANCE BONDS

Town Purchasing Policy Sec. 2-127(c)(1) Bid Deposits, (2) Deposit Requirements, (3) Sureties on performance provides as follows:

1. Bid deposits. When deemed necessary by the CPO or Using Department, bid deposits or sureties shall be prescribed in the public notice inviting bids. A successful bidder shall forfeit any deposit or surety required by the CPO or Using Department upon failure on its part to enter into a contract with **Town** within 15 days after the bid award.
2. Deposit requirements. Each bid, where so required in the bid documents, must be accompanied by a bid bond, a cashier's check, or certified bank check in an amount of not less than five percent (5 %) of the total bid amount. The applicable bid documents will specify the details of individual bid requirements. Unless otherwise stated in the bid documents, the bid security of the successful bidder will be retained by the CPO until such bidder has executed and furnished to the **Town** an agreement and required contract security. Upon receipt of the executed agreement and contract security, the bid security will be returned. If the successful bidder fails to execute and deliver the agreement or fails to furnish the contract security within the time required by the bid documents after the notice of award, the **Town** may cancel the notice of award and the bid security of the successful bidder shall be forfeited to **Town**. The bid security of other **Bidder** whom the **Town** determines to have a reasonable chance of receiving the award may be retained by the **Town** until the time specified in the bid documents. Bid security for bids which are deemed not competitive will be returned within seven (7) days after the bid opening.
3. Sureties on performance. All competitive bids seeking commodities or services in excess of \$25,000.00, shall include as a requirement of such advertised bids a performance bond in the



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total contract amount. The CPO, in his or her discretion, may require such performance bonds for bids seeking commodities or services in an amount less than \$25,000.00. The **Town** Manager shall have the discretion to waive the performance bond requirement in the event of an emergency. Any bonding company providing bid surety must be listed on the United States Department of Treasury's Circular 570. Additionally, the bonding company must be rated at least "A," Class VI, by Best's Key Rating Guide, published by A.M. Best Company, and be authorized to do business in the state.

BID SUBMISSION CRITERIA

1. The specifics of where, when, and how quotes/bids/proposals are to be submitted.
2. Qualification information, including references, approach, proposed personnel and their qualifications, equipment, and its condition.
3. Length of time bid remains valid (the maximum allowed by state law is 90- days).
4. The standard of award (e.g., lowest responsible bidder) or, for requests for proposals, evaluation criteria and the scoring process.
5. Anticipated schedule for contract award and notification.
6. Type and amount of any required bid guarantees.
7. Status of submitted documents, vis-à-vis freedom of information legislation.

COMMUNICATION WITH BIDDER

During the bid cycle, communication with a **Bidder** is limited to the **CPO**. This control is necessary to ensure that the bid process will be legally valid and not challenged by an unsuccessful **Bidder**.

The Department is strictly prohibited from communicating with the Bidder for any reason other than to refer the Bidder to the **CPO**. Any verbal and or written communication received by the Department must be immediately forwarded to the **CPO**.

Directions to a **Bidder** should include the point of contact and the restrictions for communication.

PRICE FORMATS

A **Bidder** must provide costs of goods or services being purchased in the format specified by the **Town** in the bid documents. For simple procurements, the **Buyer** will create a pricing sheet (Bid Form) requesting that prices be given in one of the following formats: Unit price and extended price; or Lump sum total.

When exact charges are difficult to determine until the acquisition is final, a not –to-exceed price should be used. Note: The **Buyer** will determine the best method to use to ensure that all bids received reflect costs that may be compared "apples to apples."



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INVOICING AND PAYMENT

1. Information on payments, audits, termination, dispute resolution, penalties, bonding, and insurance requirements.
2. Terms of payment. The terms of payment should always be specified by the bidder in his quote and by the **Town** on the purchase order. The payment term for most orders is "net 30 days" which means that payment must be made within 30 days of receipt of an invoice or delivery of goods or services, whichever is later.
3. Payment discounts. When payment discounts are offered, the Finance Department will attempt to pay the invoice within the discount period.
4. Progress payments. Progress payments may be made if they are specified in the bid or when negotiating. The amount and frequency of progress payment should be noted on the purchase order. When progress payments are allowed, the **Town** should retain at least ten percent (10%) of the total agreement for a specified period after the work has been done. This allows time for the **Town** to ensure the work was done properly and/or the equipment is functioning as specified.

PROJECT MANAGEMENT CRITERIA

1. A timeline and budget for the project,
2. Reporting and monitoring requirements, and
3. Evaluation Criteria (deliverables).

DELIVERY CONSIDERATIONS

1. Delivery time. The required or requested delivery date should be noted. Generally, it is reasonably based upon the standard availability of the product or service. The Department should review the bid cycle times (see below) and determine a reasonable delivery date. Unreasonable delivery requests may unnecessarily increase the cost of the product or delivery.
 - o Rush delivery. When an early delivery date is critical to the operations of the requesting Department, it must be noted on the requisition. The **Buyer** will add terms and conditions to the specifications that convey to the **Bidder** that compliance with early delivery requirements will be a factor in award of bid.
 - o Standard delivery. If delivery is not critical to the operations of the requesting Department, the Department should note a desired delivery date on the requisition.
2. Shipping terms. The shipping term will affect when title to goods changes from seller to **Buyer** and which party is responsible for the cost of delivery. As noted below under Special Free on Board (FOB) Points, special delivery instructions, and/or installation may also be included as part of the FOB point. When evaluating the total cost of purchase, the added costs associated with any FOB point other than "destination" must be considered and included in all recommendations for award.



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- FOB Destination. “FOB Destination” is the most desirable shipping term for the **Town** because the **Town** avoids responsibility for the goods until they are delivered and accepted.
- FOB Seller. If at all possible, avoid shipping FOB Seller. “FOB Seller” indicates that title to the goods transfers the moment the seller turns the goods over to a shipper.
- Large equipment. When purchasing large pieces of equipment, such as substation transformers, the FOB point will likely be stated as “destination, off-loaded, and set onto specific foundation.”
- Installations. When purchasing equipment that requires installation, the FOB point will likely be stated as “destination installed at ... (address, floor, room, etc.); transfer of ownership occurs only after the unit is installed, inspected, and received by the **Town**.”

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CHAPTER 4: UNDERSTANDING SOLICITATION METHODS

The intent of this section is to provide the **Buyer** with a basic understanding of solicitation methods and the level of approval or authorization required based on estimated value.

There are three basic types of solicitation methods which a **Buyer** may choose for purchasing goods and services depending on cost and level of competitiveness required by applicable laws.

1. Unsealed Bids/Quotes – Informal Unsealed bids are most often referred to as “quotes,” but they are also called “informal bids.” These bids may be verbal or written quotes and may be competitive or non-competitive depending on estimated value.
2. Sealed Bids- Formal – Sealed bids require the issuance of an Invitation for Bids with a purchase description including acceptance criteria and all contractual terms and conditions applicable to the procurement; a public opening of bids at a pre -designated time and place; unconditional acceptance of a bid without alteration or correction. Award to the responsive and responsible bidder who has submitted the lowest bid that meets the requirements and criteria set forth in the Invitations for Bids.
3. Sealed Proposals- Formal – Sealed proposals are used when the sealed bid process is not suitable for the commodity or service to be purchased. Sealed proposal solicitations are called “Requests for Proposals” or RFPs. These solicitations are often used to obtain professional or skilled services under the **Consultants Competitive Negotiation Act**, including architects, landscape architects, professional engineers, and registered surveyors or mappers, but they can also be advantageous for obtaining equipment when the award factor needs to be more than just low price.

Authorization Required (Sec. 2-124 and 2-126)

Table Two (below) summarizes the level of authorization required based on estimated value of the goods or services as established by the **Town** Purchasing Ordinance.



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TABLE 2: AUTHORIZATION REQUIRED BASED ON VALUE

<u>Amount</u>	<u>Procurement Method</u>	<u>Authorization</u>
Under \$5,000	Section 2-124, Informal, Unsealed Quotes One (1) quote is sufficient (more are preferred) with documentation and receipts to support, and verification that it is a one-time occurrence and not an attempt to subdivide to avoid a more competitive process. <ul style="list-style-type: none"> • Should not be used for emergency purchases except as defined by policy. • Should not be used for subdividing orders. • Should not be used for failure to plan. 	Town Manager Purchases over \$1,500 also require Town Commission approval
\$5,000 - \$10,000	Section 2-124, Informal, Unsealed Quotes A minimum of two (2) Written Quotes (Responses)	Town Commission
\$10,000 – \$25,000	Section 2-124, Informal, Unsealed Quotes A minimum of three (3) Written Quotes (Responses)	Town Commission
Greater Than \$25,000	Section 2-126, Formal Sealed Bid or Proposal Formal Request for Proposal, a Request for Qualifications, or a Request for Letters of Interest	Town Commission

In addition to cost considerations, various methods of solicitation may be used depending upon the circumstances of the particular procurement and include both non-competitive and competitive methods.

Non-Competitive Solicitation Methods (Sec. 2-126)

POLICIES

The **Town** Purchasing Policies (Sec. 2-126) provides for Non-Competitive Processes to include: Emergency Purchases, Professional Services, **Town** Standard single or sole-source, Disaster Preparedness, and Piggy Back and Cooperative Purchasing. In addition, the following are excluded from the competitive requirement:

1. Academic program reviews or lectures or seminars by individuals;
2. Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration;



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3. Artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting and sculpture, photography, culinary arts, fashion design and the like;
4. Maintenance service of equipment when considered to be in the best interest of the **Town** and recommended by the Using Department and the services to be performed are by the equipment manufacturer, manufacturer's service representative or a distributor of the manufacturer's equipment, the services may be procured without following the competitive sealed bid process;
5. Advertising for the purpose of public notifications;
6. Utilities, including but not limited to electric, water and communications;
7. Copyrighted materials, except computer software; or
8. Food, clothing, and other promotional items purchased for resale or distribution to the public.
9. Additional exclusions. The foregoing enumeration of services deemed to be exempt from the competitive procurement requirements is not intended to be an exhaustive or exclusive list. The **Town** Manager, or designee, may determine if a contractual service must be procured through the competitive procurement process, if not expressly indicated herein.
10. Best interest of the **Town**. Purchases of and contracts for commodities or services are exempt from this section when the **Town** Commission declares by a majority affirmative vote that the process of competitive bidding and competitive proposals is not in the best interest of the **Town**. The **Town** Commission shall make specific factual findings that support its determination, and such contracts shall not be placed on the **Town** Commission consent agenda.

BASIC PRINCIPLES

1. **Town "Buyers"** should make every effort to reduce costs associated with purchasing goods and services by thoroughly investigating all options including the Non-Competitive Bidding options that may be available. Goods and services required by local government are fairly consistent across Florida Local Governments. Taking the time to research other state and local government purchases and contracts can significantly reduce costs and substantially reduce the time associated with the solicitation process.
2. If a **Buyer** may purchase the same materials or equipment more than once during the budget year, the **Buyer** should consider soliciting quotes for the combined quantity to realize quantity discounts. Often **Bidder** will offer a discount for award of greater quantities and are willing to deliver in multiple shipments over the budget year at no additional cost as a trade-off for receiving the entire order.
3. When an item that has recently been quoted needs to be purchased again, prior **Town** quotes for the exact item in the exact quantity may substitute for the requirement to solicit competition if they are within the past thirty (30) days and the **Bidder** agrees to extend the pricing.



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The checklists that follow are intended to provide basic guidance for using the non-competitive solicitation methods. To avoid violations of any applicable law or ethical considerations, the **Town Attorney** should be immediately consulted if the Finance Department or the Department **Buyer** is unable to determine the appropriate purchasing process.

TABLE 3: COOPERATIVE PURCHASE CHECKLIST

✓ The Finance Department has arranged for an agreement with one or more agencies.
✓ Prices and terms are the result of negotiation or competitive bidding in compliance with the purchasing requirements of the bidding agency.
✓ The purchase conforms to Town's specifications for the item or service.
✓ The price is lower than Town's estimate for the purchase if made directly by Town .
✓ A copy of the purchasing (bid or RFP) has been obtained and reviewed for compliance with Town's procurement ordinance.
✓ The purchase is in Town's best interest.
✓ Appropriate authority approved the purchase (Town Manager or Town Commission).

TABLE 4: PIGGY BACK PURCHASE CHECKLIST

✓ Goods or services were procured through a competitive bid or negotiation process.
✓ Pricing and terms have been established by a state, federal or a Florida Governmental agency.
✓ Procurement is in the Town's best interest.
✓ Copies of the purchasing document(s) have been obtained and reviewed for compliance with the Town's procurement ordinance.
✓ Department Buyer has written documentation of investigation of the current market.
✓ The item or service to be purchased is not materially different from the one originally specified.
✓ The price is lower than Town's estimate
✓ The price is within 15% or \$2,500 of the original bid.
✓ The original purchasing was within 36 months, or written justification is provided for use of an older solicitation.
✓ The Town will enter a separate contract AND incorporate the original bid by reference.
✓ The appropriate authority has approved the purchase (Town Manager, or designee, or Town Commission).

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TABLE 5-1: STANDARDIZATION PURCHASE CHECKLIST

✓ Uniform adoption of standards is established in writing to include type, design, quality or brand of a certain article or group of related articles or services to be purchased by the Town and approved by the Town Commission.
✓ The Buyer has checked all available competition. When there is more than one distributor or contractor for the standardized supply or service, competition may be limited to known suppliers, provided that such competition is made in accordance with all applicable laws.
✓ Contract is competitively negotiated by Town Attorney or other official.
✓ Appropriate authority awards contract.
✓ Finance maintains record of purchase to include, the adopted standards, negotiation, Town Commission authorization and final contract.

TABLE 5-2: CHECKLIST FOR SOLE-SOURCE PURCHASE

✓ Good faith review of available sources documented in writing to confirm only one source.
✓ Contract is negotiated by Town Attorney or other official.
✓ Finance maintains record of purchase to include, the sole-source review, negotiation, Town Commission authorization and final contract.

Note: Very few supplies and equipment are justifiable as sole-source items and the **Town** may not write specifications to match a particular supplier's products and equipment.

TABLE 6: EMERGENCY PURCHASE CHECKLIST

✓ Emergency procurement is for public health, welfare, or safety.
✓ Competition is obtained when practicable.
✓ Department obtains ratification/approval of contract by appropriate authority as soon as practical.
✓ Department writes, and FINANCE OFFICE maintains written documentation for procurement record (after the emergency).

Note: In Florida, emergencies related to natural disasters are common. With proper planning for emergency preparedness, the need for non-competitive emergency purchases may be reduced if not eliminated. Having competitive sources in place will make the emergency purchase more affordable for the **Town**.



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Competitive Solicitation Methods (Sec-2-126, Sec. 2-128)

POLICIES

The **Town** Purchasing Policies (Sec. 2-126) provide for Formal Competitive Bidding and or Competitive Proposals for all purchases in excess of \$25,000. This process is initiated with a formal Invitation to Bid (ITB). See Section on Competitive Bidding Guidelines.

Exceptions to the Competitive Bidding/Proposal process include any purchases governed by the CCNA which was enacted by the Florida Legislature in 1973. This qualifications-based public procurement system for professional design services continues to be the gold standard for states across the country. CCNA establishes procedures for agencies to: (i) provide public notice of certain projects, (ii) select the most qualified firm, and (iii) negotiate a fair and reasonable contract with the selected firm. CCNA applies to public procurement by the state and its agencies, municipalities, counties and other political subdivisions (taxing districts, etc.) and school districts or school boards for professional services of architects, landscape architects, professional engineers, and registered surveyors or mappers.

NOTE: If the main scope of work requires a licensed architect, landscape architect, engineer, or registered surveyor or mapper, proceed to the section on the Consultant's Competitive Negotiation Act for procedures to follow.

Town Policy (Sec. 2-128) establishes the criteria for Competitive Negotiations Act process, which shall be initiated with a request for proposals, a request for qualifications, or a request for letters of interest in lieu of competitive bidding.

BASIC PRINCIPLES

The basic principles for the competitive solicitation process (bids or proposals) include:

1. **Competition:** to ensure that the largest possible number of qualified suppliers take part so that borrowers obtain the best market terms.
2. **Equality:** to ensure that all participants will be treated equally, avoiding preferences and discrimination of any kind to the detriment of some and the benefit of others, thus making for effective competition.
3. **Publicity:** to ensure that all contractors have access to information and clarifications during the bidding process and when the bids are opened.
4. **Due Process:** local legislation should provide procedures for the settlement of disputes and should permit **Bidder** to lodge protests and to answer allegations.

Competitive Negotiations Procedures

Town Purchasing Policy Sec. 2-128. Competitive Negotiations outlines the process for competitive



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negotiation which may also be governed by State of Florida Consultant Competitive Negotiation Act depending upon the type of professional services. **Town** Policy states:

- 1) When the use of competitive bidding is not in the best interest of the **Town** for a purchase of, or contract for, commodities or services estimated to cost in excess of \$25,000.00, the **Buyer** may use a competitive negotiations process.
- 2) A request for proposals, a request for qualifications, or a request for letters of interest shall be issued by **Town** in lieu of competitive bidding.
- 3) Adequate public notice of the solicitation shall be given in the same manner as provided in Section 2-127. Other procedural provisions applicable to the sealed bid process shall also apply. (See section on Competitive Bidding Procedures for Steps to follow)
- 4) To assure full understanding of and responsiveness to the solicitation requirements and full understanding of qualified proposals or offers, discussions may be conducted with qualified proposers or **Bidders** who submit responses determined to be acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements.
- 5) The respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of responses, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining best and final proposals or offers.
- 6) The contract award shall be made to the responsible proposer or **Bidder** whose proposal or offer is determined to be the most advantageous to the **Town** taking into consideration price and the evaluation factors set forth in the solicitation.
- 7) No other criteria shall be used in the evaluation.
- 8) A written summary of the basis on which the award is made shall be included in the contract file.



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CHAPTER 5: STEP-BY-STEP PURCHASING GUIDE

There are **seven basic steps** in the procurement process which must be followed to ensure compliance with all applicable governing laws. The following steps and procedures are required by law for sealed formal proceedings.

Because informal unsealed quotes provide the most flexible means of soliciting and awarding contracts, they can also invite the most criticism for being unfairly decided. Therefore, the **CPO** and **Buyer** should also follow the recommended purchasing steps and best practices to the extent possible for the informal unsealed purchasing processes.

These steps which are detailed in this Chapter are:

1. Planning and preparation.
2. Create specifications/scope of work.
3. Determine the solicitation method.
4. Submit requisition and acquire authorization.
5. Solicit sources/advertise.
6. Receive and evaluate quotes, bids, or proposals.
7. Awards and Contracts.
8. Issue purchase order.

Step 1. Planning & Preparation

The purchasing process starts with preparation of the budget. The goods and services a Department needs in order to meet its goals for the fiscal year should be clearly identified and sufficient funds requested for those proposed purchases during the annual budget process.

Step 2. Create Specifications/Scope of Work (See Chapter 3)

Prior to submitting the Purchasing Requisition Form (PRF) the **Buyer** should develop the specifications/scope of work. Preparing the scope and defining the need prior to the PRF allows the **Buyer** to more accurately determine the approval levels required based on cost and the type of purchase and increases the likelihood the **CPO** and **Buyer** will be compliant with all applicable laws for a particular purchase.

Step 3. Determine the Solicitation Method (See Chapter 4)

Once the Specification/Scope of Work has been defined and the cost is estimated, the **Buyer** may determine the appropriate solicitation method based on applicable law and most competitive process.



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Confirm with the **CPO** and/or the **Town** Attorney that the specifications and solicitation method are appropriate for the chosen goods or services.

Step 4. Requisition and Authorization

Once the **Buyer** has identified the specifications for the goods and services and the solicitation method, the **Buyer** sends the PRF to the **CPO**.

Upon receipt of the PRF, the **CPO** may then initiate the process to acquire the appropriate authorization and approval based on **Town** Purchasing Policy Section 2-124 and 2-126 (See Chapter 4, Table 2).²

The PRF is the trigger for the purchasing of items and needs to clearly show who authorized the purchase of goods and where the need originated. Information that must be retained for public records and documentation of purchasing procedures. This form also includes information about the number and type of item/services required, when needed, estimated cost of the items and possible **Bidders**.

Step 5. Source Solicitation/Advertising

Advertisement or source solicitation varies depending upon whether the solicitation is an informal quote or a formal bid proposal process. In general, the more advertising there is for a project, the better the competition is likely to be, and thus, the better the price. With informal quotes, in particular, although formal 'public' notices and advertisements are not required, every effort should be made to maximize competitiveness when soliciting **Bidders** to avoid the appearance of unfair or unequal treatment. Transparency, fair and open competition with clear specifications and a pre-defined rating system are important in building trust with the **Bidder** community and to maintaining a robust **Bidder** list.

Informal Unsealed Quotes:

Informal quotes must be competitive, but do not fall under the same restrictions as outlined for Formal Bids/Proposals. The Advertising Best Practices recommended in this section should be followed to maximize the number of quotes and ensure the Town receives the best possible price for the proposed purchase. The **Buyer** must acquire at least two (2) quotes for purchases between \$5,000 to \$10,000. For quotes over \$10,000 but under \$25,000, the **Buyer** must acquire three (3) quotes or be able to justify why it was not possible. Alternatively, the **Buyer** should consider Joint Purchasing, Cooperative Purchasing or Piggy-Back Purchasing as outlined in Chapter 4, to ensure the Town is purchasing goods and or services at the lowest possible cost to the Town.

Formal Bids/Proposals

² The PRF is part of the **Town** financial software system. Instructions for use of this system and procedures for submitting a requisition are provided by the Finance Department based on the **Town's** current software system.



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For formal bids and proposals, **Town** Purchasing Policy Section 2-127 requires the following:

- 1) Presentation to **Town** Commission. All competitive bidding or competitive proposal solicitations as defined in Section 2-126 shall be presented to the **Town** Commission for consideration prior to advertisement.
- 2) Advertisement for bids required. Notice of the competitive bid shall be advertised in a newspaper of general circulation in the **Town** of Pembroke Park not less than ten (10) days prior to the date set forth in the notice for the opening of bids or proposals.

For all purchasing, the **Buyer** should follow best practices recommendations to enhance the number of **Bidders** reached and make the procurement process more competitive, reducing costs and improving quality.

Advertising Best Practices

1. Increase the number of advertisements or length of time the advertisements are listed to attract additional **Bidders** to include public meetings, social media and a dedicated website.
2. Create a dedicated Purchasing page on the **Town** Website to include:
 - a. A guide to doing business with the **Town**;
 - b. A listing of types of commodities commonly purchased;
 - c. The location and business hours of the Finance (Purchasing) Department and Contact Person;
 - d. A purchasing calendar identifying dates on which certain classes of items will be bid or otherwise purchased; and
 - e. The posting of all solicitations (formal or informal).
3. Cooperate with nearby entities to create joint projects that might attract more **Bidders**
4. Create and maintain a comprehensive list of prospective **Bidders** with notices directly to those on the list
5. Invest in an E-procurement system with a national database of **Bidders**.
6. Post **Town** Solicitations on other government sites³ (See Source List on following page)
7. Establish regular **Bidder** outreach before, during and after bid/RFP hits the streets:
 - a. Reach out to **Bidders** who were not selected to provide constructive feedback on their bid, and
 - b. Reach out to **Bidders** who received the Bid/RFP but did not submit a response to find out why and if the **Town** could or should do something different to solicit business.

³ Note: These additional options do not supplant the regular requirements for posting public notifications. **Town** should refer directly to applicable statutes for the advertising guidelines for each project.



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Source list:

1. The State of Florida, <https://www.dms.myflorida.com>
2. [Http://www.governmentbids.com/government-browse-region.open-Florida-FL-en.jsa](http://www.governmentbids.com/government-browse-region.open-Florida-FL-en.jsa)
3. <https://www.bidnetdirect.com/florida>
4. <https://legacy.floridabidsystem.com/>
5. <https://www.nigp.org/>
6. <https://www.fappo.org/>
7. <https://www.nappo.org/>
8. Professional Local Government Organizations such as Public Works, Finance, and others.

Cancelation of a Solicitation

Solicitations may be canceled if there are changes to be made to a bid that are substantial or would be difficult to communicate in an addendum, a new bid may be issued that cancels and supersedes the old bid. Proceed as Follows:

1. Cancel old bid. The **Buyer** must send an addendum to all **Bidders** who received bid purchasing notices or packages. The addendum must state that the bid has been canceled. The cancelation should be posted on the same media as the original posting/advertisement.
2. Issue new bid. The **Buyer** must send the new bid to all **Bidders** who received the old bid solicitation. A cover letter explaining the difference between the old bid and the new one will help **Bidders** quickly identify the changes. Advertise/post on same sources as advertisement for original purchase.

Step 6. Receipt and Evaluation of Responses.

Evaluating competitive quotes is often seen as the easiest aspect of the quote/bid/RFP process. However, it is imperative that it be done fairly and completely to ensure the true lowest responsive and responsible bidder receives the award. Section 2-127 of **Town** Policy governs the awarding of contracts whether they be quotes or bids. If specifications are well written, the evaluation process should be fairly straightforward. The evaluation process is also more or less complex based on the type of bidding process. Regardless, the same ethical standards should apply to evaluation of quotes, bids or proposals to maintain equal, fair and just treatment of all **Bidder** responses. The following procedures which are applicable to the formal sealed process may be applied to the informal process to the extent the procedures are applicable and may enhance the competitiveness and fairness of the process.

EVALUATION CRITERIA (TOWN PURCHASING POLICY, SECTION 2-127 (G))

The **Town** Purchasing Policy establishes thirteen (13) clear criteria which must be applied when



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evaluating bids. It is the responsibility of the **CPO** and the **Buyer** to ensure these criteria have been satisfied. These criteria shall be applied to both informal quotes and formal bids/proposals.

Section 2-127: Contracts shall be awarded to the **lowest responsive, responsible bidder**". In determining the "lowest responsive, responsible bidder," the **CPO** shall consider:

1. The prices contained in the bid;
2. The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
3. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
4. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
5. The quality of performance of previous contracts or services, including, but not limited to, contracts or services with **Town**;
6. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
7. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
8. The quality, availability and adaptability of the commodities or services to the particular use required;
9. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
10. The number and scope of conditions attached to the bid by bidder;
11. The overall cost to the **Town**;
12. Whether the bidder is involved in any pending litigation with the **Town**; and
13. The best interests of the **Town**.

LOWEST RESPONSIBLE BIDDER

The lowest bidder is not always the best fit for every job. Entities are therefore given the ability to choose the lowest responsible bidder. In this sense the lowest responsible bidder is defined as having both the lowest bid and possessing the capability to satisfactorily complete the project. **Bidder** can be excluded as either non-responsive or non-responsible based on several criteria. Some examples include:

1. Lack of equipment to properly complete the project
2. Failure to produce a certificate of insurance or proper exemption (for worker's compensation insurance)
3. Failure to address all required specifications in the purchasing document



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4. Materials/service proposed does not meet specifications
5. Lack of financial resources or organizational capacity to complete the project
6. Poor performance on a prior contract

RECEIPT AND OPENING OF BIDS/PROPOSALS/QUOTES

Sealed Bid/Proposal Opening Procedures (Town Purchasing Policy, Section 2-127)

1. Sealed bids shall be submitted to the Deputy **Town** Clerk, or designee, at such location as designated in the bid documents, and shall be identified as bids on the envelope.
2. Bids shall be opened in public at **Town** Hall by the Deputy **Town** Clerk, or designee, at the time and place stated in the public notice. All bids shall be publicly announced at the time of opening.
3. A tabulation of all bids received shall be posted for public inspection.
4. **No late bids** shall be accepted or opened, and, if received after the date and time called for in the bid notice, shall be retained unopened by the Deputy **Town** Clerk.
5. Failure to properly sign a bid shall invalidate the bid and it shall not be considered.
6. All bids opened shall contain a copy of the bid to be filed in the Clerk's office.
7. The **Town** reserves the right to waive any irregularities in the bids, as determined by the **CPO** and as approved by the **Town** Manager.
8. Receipt and Opening of Bids must be consistent with Chapter 119, F.S.S.

Informal Quotes Opening Procedures

1. Quotes shall be submitted to the **CPO**, either directly from the **Bidder** or via the **Buyer**; however, a written record must be maintained of all quotes received, as well as those who were solicited but did not respond.
2. A tabulation of all quotes shall be prepared for approval and posted on the Town dedicated webpage.
3. No late quotes shall be accepted or opened.

Best Practices

1. **Confidentiality.** Keep Bids and Bid Process secure and confidential. Do not disclose any information until after bids are opened and a bid is awarded.
2. **Verify the time clock.** Verify the time before the bid opening. Call "time" and check the clock that will be used to stamp or record the time bids are received, and ensure it is correctly set.
3. **Late Bids/Proposals.** Each bid must be received sealed in an envelope on or before the time specified in the Invitation for Bids. Late bids will not be opened and will not be considered under any circumstances.



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4. A late bid will be date-stamped and retained unopened, using the following procedure to notify the bidder:
 - i. Draft a letter for the **CPO's** signature indicating the time & date the late bid was received and the Bid Submittal Deadline, and that it could not be considered for award because it was not received by the Bid Submittal Deadline.
 - ii. Thank the bidder for bidding and invite them to submit future bids.
5. **Unmarked bids.** Bids should be delivered in sealed envelopes or boxes bearing on the outside the name of the bidder and the bid number. A fax is NOT a sealed bid. If an envelope or box does not have a return address or bid number it will be necessary to open it to determine if it is a bid, unless the bidder is present and can be asked for their name and the bid number. Write the bid number & submittal deadline on the outside of the envelope, reseal it, initial the resealed portion, and write "opened as unmarked bid."
6. **Unsealed bids.** If a bidder attempts to submit an unsealed bid, provide him/her with an envelope and tape and ask him/her to seal it and mark it with their name and the bid number before accepting it, unless there is not enough time to do so before the deadline. In such case, take the bid as given and call the **Town Attorney** in private immediately after the bid opening to request instructions for handling.

Bid Withdrawals

1. **Withdraw the entire bid.** A bidder who wishes to withdraw his/her bid must withdraw the entire bid and not just a portion of it.
2. **Before bid opening.** A **Bidder** may withdraw bids before the scheduled bid opening by providing the FINANCE OFFICE with a written notice of their intention to withdraw. If the request is to withdraw the bid in person, the bidder must provide identification and sign a release.
3. **After bid opening.** A bidder wishing to withdraw his/her bid after the bid opening must send a written request to the **Buyer**. The request must include the reason for withdrawing the bid. **Buyers** must obtain approval from the **CPO** before allowing a bid to be withdrawn after bid opening.

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Bid Corrections for a Mistake by a Bidder

1. If the bidder can show written proof of a mistake in his quote, after consultation with the **Finance Department**, the bidder may be allowed to withdraw his quote, but never to correct the mistake, because it might harm the other **Bidder** and put the **Town** in jeopardy of a bid protest or lawsuit. In this case, the **CPO** shall advise the buyer.
2. A bidder may not modify its bid after opening; however, calculation or typographical errors may be corrected by the **Finance Department** staff. **All calculations should be double checked by Town CPO to ensure accuracy.**

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Additional Considerations:



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1. Remember the Buyer controls the bid opening. It is not the time to be democratic and take votes from Bidder about issues that may arise.
2. Only talk about non-essentials. Conversation about non-essential topics such as the weather is fine and encourages a good rapport with the Bidder, but NEVER talk about the bid.
3. Make NO decisions. No matter what happens, if a Bidder arrives with a late bid or someone calls and says they got lost, etc., NEVER voice an opinion about whether their bid will be considered. These kinds of decisions cannot be made lightly or while under the glare of a hopeful Bidder who is pressing you for an answer. Tell them all decisions about such issues must first be discussed with the Town Attorney.
4. Thank the Bidder. Always thank the Bidder for bidding. It takes many hours to put together a bid with a long-shot chance of getting an award. On behalf of the Town, it is courteous to thank the Bidder for their efforts.

EVALUATION PROCESS

As the first step in the evaluation process for both formal and informal purchases, the **CPO** and the **Buyer** shall complete a preliminary review of all bids to determine whether they are responsive and responsible and then shall:

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1. Accept all bids as responsive and responsible,
2. Eliminate any non-responsive or non-responsible bids, or
3. Reject all bids.

Elimination of Non-Responsive Proposals (Sections 2-121, 2-124, 2-127, 2-128, 2-139)

Non-responsive refers to the bid's failure to meet the specifications of the project. A bid that does not include specified equipment, insurance, or bid bonds, or that fails to respond to the specifications in all material respects can be rejected on the grounds of being non-responsive. If the **Bidder** is deemed non-responsive, the reason should be documented and kept in the project file and the **Bidder** notified.

Non-responsible refers to the likelihood that the **Bidder** will not be able to, or will not make a good faith effort to, satisfactorily complete the project. A **Bidder** who has been shown to have a history, as documented in **Town** records or through **Bidder** references, of failure to complete projects could be deemed non-responsible. If the **Bidder** is deemed non-responsible, the reason should be documented and kept in the project file and the **Bidder** notified.

Note: It may be necessary to seek legal guidance before deeming a **Bidder** non-responsive due to the subjective nature of these decisions. If such a course of action is necessary, the decision should be delayed until legal guidance can be obtained.

Rejection of all Bids (Section 2-127(f))



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The **Town** Commission may reject any bids, parts of all bids or all bids for any one or more commodities or services included in the proposed contract when the public interest will be served thereby. The **CPO** shall not accept a bid from a contractor who is known to be in default on the payment of taxes, licenses, or other moneys due the **Town**.

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Best Practices for Bid Rejections

All bids may be rejected under one or more of the following conditions:

1. All bids exceed the budgeted amount.
2. There are no responsive "Bidders".
3. There are no responsible "Bidders".
4. The project is abandoned.
5. The specifications, scope and/or terms and conditions are revised for re-bidding.

"Buyers" must obtain approval from the **CPO** before rejecting any bid. If necessary, the **Town** Attorney may be consulted.

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Evaluation Committee:

For competitive sealed bids/proposals, the **CPO** shall appoint an evaluation committee of no less than three (3) persons, which should include the **CPO**, the **Buyer**/Department Head and one other person from the **Buyer** Department with the necessary education and experience to assess the proposals. When in the best interests of the Town, or when required by law, an independent third party may be used in place of a Town employee.

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The **CPO** shall serve as the Chairperson of these committees and shall be responsible for maintaining the integrity of the overall evaluation process.

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The **CPO** (with the **Buyers** assistance) shall:

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1. Schedule all committee meetings and the deadline for completion of evaluations;
2. Tabulate/document members' scoring and ranking information;
3. Collect evaluation committee members' written notes and preserve as part of public record; and
4. Communicate the Committee's recommendation(s) to the Town Manager and/or Commission.



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The following procedures should be followed with the Evaluation Committee for Sealed Bids/Proposals:

1) Convene Evaluation Committee Meeting One: (Responsibilities)

The purpose of the first meeting is to distribute non-disclosure forms, ranking forms, and original RFP and Bidder Proposals and to explain to members their responsibilities including:

1. The evaluation process, laws, and policies,
2. Member responsibilities, ethical obligations, and restrictions,
3. The evaluation criteria and the scoring process, and
4. Discussion and consensus on any proposals deemed non-responsive.

Key Principles

1. Communication restrictions – to ensure the integrity of the process:
 - Evaluation committee members may communicate with each other about the RFP, but they should not disclose any information about the process to anyone not a part of the team.
 - All questions during the evaluation process, from Bidders or committee members shall be coordinated through the CPO,
 - There shall be no individual conversations between Bidders and other members of the committee unless coordinated by the CPO,
2. Conclusions are reached independently but team members may discuss issues with each other in arriving at their conclusions.
3. The CPO and/or Buyer may arrange with experts or technical advisors to help reach a decision. These experts or advisors shall provide factual data only and shall not tell committee members how to evaluate.
4. Each proposal should be evaluated individually against the requirements of the RFP and a standardized evaluation form prepared by the Finance Department.
5. After the technical evaluations are completed, all committee member notes and evaluation forms must be turned in to the CPO as part of the official public record.

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2) Complete Independent Evaluation

Once the non-responsive proposals have been eliminated, team members shall be given a timeline for reviewing and completing independent evaluations and documenting any questions, concerns or pertinent information that they need to discuss with the evaluation team after it reconvenes to discuss the independent scores. Team members shall only talk to each other regarding the proposals and all questions shall be directed to the CPO if they cannot be postponed to the second meeting.

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3) Convene Evaluation Committee Meeting Two (Rankings)



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Once the independent evaluations have been completed, committee members are encouraged to openly discuss their findings on each proposal at the scheduled evaluation committee meetings. They should also freely discuss factors that might influence their evaluations, such as previous experience with a **Bidder**. Committee members should seek clarification from the **Buyer** of record as to whether factors that influenced them are proper to use or might be inappropriate.

4) Tabulate Scores and Rankings

During the meeting, **CPO** and **Buyer** tabulate and average all scores to determine the highest ranked proposals for discussion and final selection. The committee members may:

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- i. Choose to determine one or more proposals as most advantageous to the Town, or
- ii. Opt to identify a shortlist of **Bidders** from the highest ranked proposals to provide a presentation.

If it is apparent that one or more team members' evaluations differ significantly from the majority, the team should discuss the discrepancy to ensure the criteria were clear to all members and that specific information was not overlooked or misunderstood. Following this discussion, should a team member feel that he or she did not understand the criteria, the proposal requirements, or simply overlooked information that was included in the proposal, the evaluator (through one's own discretion) may revise his or her evaluation score. The **CPO** must be present during these discussions to ensure that no team member tries to influence the decision of other members. Under no circumstances should any team member attempt to pressure other members to change evaluation scores.

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After the initial scores are tabulated, the evaluation committee will determine whether it wishes to hear oral presentations, and if so, which proposers/**Bidders** should be invited to give oral presentations. The team must determine how the results of the presentations will affect the total evaluation score; they may decide to assign extra points for oral presentations or to establish "oral presentation" as a separate factor to be evaluated after the presentations are made. The **Buyer** should notify the proposers who are invited to make oral presentations, making it clear that not all proposers have been selected (if appropriate). If there are particular questions the team would like to see addressed in the oral presentation, the **Buyer** should advise proposers of these in advance.

5) (Optional) Schedule Bidder Presentations

Once the shortlist has been identified, the team may decide to invite potential proposers to provide oral presentations to the committee.

Key principles:

1. The Oral Presentation is designed to satisfy the **Town's** need for clarification and understanding of the information provided in the proposal.
2. Oral presentations may be restricted to only those proposals in the competitive range of scores after the initial evaluation of all proposals.



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3. The selected **Bidders** should each be given the same amount of time to make their oral presentations to the evaluation team.
4. Committee members should – to the best of their abilities – ask questions regarding parts of proposals needing explanation or clarification or regarding those sections of a proposal that may have deficiencies.
5. The **Bidder's** answers are restricted to statements of facts. Discussion is permitted, and a **Bidder** may change their proposal to make it more attractive to the Town.
6. The **Bidder** may be required to document an answer if written clarification is determined to be in the best interest of the Town. All documented answers must relate specifically to discussions and questions asked.
7. Extreme care must be taken to preclude allowing the advertised scope of services/specifications to be materially modified (significant alterations of specifications) during the oral presentation.
8. Care must also be taken to ensure the equality established for all **Bidders** is not destroyed through the discussion or response clarification process and that all **Bidders** are afforded the same opportunities. Details of competing proposals must not be discussed during presentations.
9. After the Oral Presentations, the Committee may decide to re-evaluate using the original evaluation criteria and form and re-tabulate committee scores to determine the highest ranked proposals.

6) Evaluation Committee Recommendation

After evaluating all the bids or quotes, the Town can decide to award the contract to the lowest responsible bidder, or it can decide to reject all the bids or quotes and begin the process over. If no bids were received, the entity must re-advertise. The process would probably benefit in that case from additional advertising methods or altering the specifications somewhat.

1. Award to Lowest Responsible and Responsive Bidder. Award must be made to the lowest responsible and responsive bidder consistent with the bid's specifications.
2. No secret rebates, discounts, or other considerations: All agreements and purchases shall be based strictly upon the face value of bids received in the usual manner. All provisions of a transaction or purchase order must be definitely stated in the agreement or purchase order; no secret rebates, discounts, or other considerations can be accepted.
3. Award to Other Than Lowest Bidder. If the recommendation for award is to other than the bidder offering the lowest price, the FINANCE OFFICE shall include a justification for the award in the **Town** Commission Agenda report.

ADDITIONAL CONSIDERATIONS FOR EVALUATION

Only One Bid or Quote Received

When only one quote is received, the quote process must be examined. The following questions are helpful to determine if sufficient effort has been made to obtain at least three quotes:



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1. How many **Bidders** were asked to provide quotes? Not all **Bidders** will quote when asked. If three quotes were needed, five **Bidders** should have been solicited.
2. Were **Bidders** given enough time to quote? 24 hours is reasonable for off-the-shelf items, but not for custom-made items.
3. Were the right **Bidders** asked to quote; meaning did the **Bidders** who were solicited sell the type of product or service to be purchased?
4. Why didn't the **Bidder** you solicited offer quotes? Call them and ask them why. Perhaps they did not carry the type of product that was specified or they did not receive the request for quote. If they did not receive the request, do not allow them to submit a late one. If the **Town's** database address was wrong correct it and assure the bidder you have done so. If the bidder did not receive the quote because the U.S. mail was late, assure the bidder you will invite them to bid next time.

It is up to the Department to determine if a diligent effort was made to solicit two or three quotes because they are the one who will have to answer the questions above when asked.

Tie Bids

True tie bids are a rare occurrence because there is usually some factor that distinguishes one quote from another. Check all of the following:

1. Locality. If one bidder is local and not the other, award to the local bidder.
2. Delivery time. If one bidder has an earlier delivery time, his quote should be considered more advantageous and they should get the award.
3. Drug-Free Workplace. Award to the one that is, if other is not. (Section B6)
4. Past performance. Review the **Bidder** files for both **Bidders**. Award will be made to the **Bidder** with the best performance record.
5. When all factors are really equal, per **Section 2-127(h)(1)(2)**, the **CPO** and **Buyer** may split the bid if advantageous to the **Town** or as a final solution draw lots to determine the winning bid.

Closed Bid Evaluations

In the case of a closed bidding process, the bids are opened on a pre-specified date and time.

1. The lowest bid is examined.
2. If the bid is determined responsive, i.e. all required specifications have been met, the **Bidder** has provided all necessary insurance and bonding documentation and meets qualified bidder criteria, if any, and there is no reason to believe the **Bidder** will not be able to complete the project as specified, the contract is awarded to that Bidder.
3. If there exists some reason to believe that the **Bidder** will not attempt to, or be able to, satisfactorily complete the project, the **Bidder** can be judged *non-responsive*, in which case the reason is noted, and the next lowest bid is considered.

Deleted: <#>Presentation. If one Bidder's presentation, format, and packaging is of a superior professional level, while the other Bidder's is not, then award to the Bidder that does use such presentation.¶

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In some cases, it may require a few days to thoroughly review and discuss bids once they are opened in order to determine the **lowest responsible Bidder**.

Requesting Additional Information

Occasionally, you will find you do not have enough information to make an award decision. It is acceptable to ask **Bidders** to furnish additional information about their product as long as:

1. They are not asked for information they were required to submit with their bid, and their failure to submit the information should have been deemed unresponsive, and
2. They are not asked for information or pricing on any product that was not a part of the original quote/bid.

Alternative Solutions

If the Bidder offers an alternative solution with the original quote, and the specifications do not prohibit alternative bids, it is allowable to consider the alternative item. However, if the alternative product is offered after the Quote Submittal Deadline, the **Town** must refuse all additional quotes because it would harm the other **Bidders** and put the **Town** in jeopardy of a bid protest or lawsuit.

What to do When Splitting the Award Would Save Money

Once the quotes have been received, you CANNOT change how the quote will be awarded. Courts have determined that local agencies such as the **Town** should not have the option to change who gets the award by awarding to lowest overall bidder or awarding to the lowest bidder per item. The decision of how the bid will be awarded must be made before the bids are solicited. To avoid protests, when soliciting bids for which you want to award item by item, rather than all to the lowest bidder, you must state so on the quote form.

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Step 7. Award of Quotes/Bids/Proposals and Contracts (Sec. 2-129)

Once the evaluation process is completed, for all purchases over \$25,000.00 recommended rankings shall be submitted to the **Town** Commission for approval and authorization to award a contract.

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SECTION 2-129 – CONTRACT AWARDS

1. An initial purchase of, or contract for, commodities or services, in excess of \$25,000.00, shall require the prior approval of the **Town** Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed.
2. Emergency purchases, however, as described in Section 2-126, shall not require advance **Town** Commission approval. In such emergency situations, the **Town** Manager, or designee, may approve the purchase or contract, subject to later ratification by the **Town** Commission.



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3. Emergency purchases are to be made only when the normal function and operation of the **Town** would be hampered to such an extent by submittal of a requisition in the usual manner that it may adversely affect the life, health, safety, or welfare of citizens.
4. Purchases exceeding the sum of \$75,000.00 in the aggregate shall not be purchased from the same person or entity during the course of any fiscal year unless the purchases are first authorized by the **Town** Commission.
5. The above provision shall not apply to purchases of utilities or to ongoing contracts.

In some cases, the purchase order may serve as the sole contractual document. However, it may be necessary to prepare a letter of agreement or formal contract in addition to the Purchase Order particularly for large purchases. The letter and/or contract may be prepared by the **Bidder** and reviewed by the **Town** Attorney or prepared by the **Town** Attorney for final signature by the **Bidder**. The **Town** Attorney should be involved in any negotiations necessary to finalize the contract after Commission approval.

SEC. 2-130. TOWN ATTORNEY'S ROLE

The **Town** Attorney shall review all contracts awarded under this article and shall approve the contracts as to form and content prior to their execution by the appropriate **Town** officials. Notwithstanding the above, the **Town** Attorney, in his or her discretion, may approve form contracts bearing a pre-printed **Town** Attorney approval, provided that the provisions of the form contracts are not modified.

Step 8. Issuance of Purchase Orders (Sec. 2-121)

The purchase order (PO), issued by the Finance Department, is the most commonly used instrument to place orders, award bids, enter agreements, and confirm verbal orders.

Town Purchasing Policy **Section 2-121(j)** directs that a purchase order shall precede all purchases over \$1,500. In lieu of a letter of agreement or a contract, the PO constitutes a contract with the **Bidder**.

The PO may be the only contractual document the **Town** has to enforce the order against the **Bidder** or contractor; therefore, all documentation related to the purchasing process should include advertisements, requisitions, any solicitation documents (i.e. Bids, Proposals, Informal Scope of Services or Specifications, standard terms, and conditions), **and Bidder** Bids/Proposals/Quotes Received, Evaluation and selection process. Final Approval by the Commission should be attached to the Purchase Order to ensure complete details are available to enforce what is written on the order (e.g., the quality of goods and thoroughness of service).



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TABLE 7: CHECKLIST FOR PURCHASE ORDERS

✓ Every purchase order should at a minimum contain the following information:
✓ Pre-printed Town letterhead with address and telephone number
✓ Date of the order
✓ Supplier's or contractor's name, address, and telephone number
✓ Bidder/Vender number
✓ Address to which the goods or services are to be delivered
✓ FOB Destination
✓ Anticipated delivery date (do not use "ASAP" – instead select an actual date)
✓ Quantity of goods/services ordered
✓ Complete description of goods/services ordered
✓ Unit and extended prices
✓ Signature of person authorizing the purchase
✓ Reference to any quote or bid that was obtained

Step 9: Acceptance, Inspection and Payments

The Department "Buyer" has the primary responsibility for ensuring the deliverables meet all the specified criteria prior to submitting an invoice to the **CPO** for approval. This process should follow the Town's standard procedures for Accounts Payable as outlined in the Finance and Accounting* Manual. Sufficient documentation should be included with all invoices

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Acceptance or non-acceptance of a deliverable is at the discretion of the "Buyer". The "Buyer" must provide the **CPO** with the final disposition of the deliverable: 1) approval, 2) conditional approval, or 3) rejection. If approved, the appropriate documentation shall be submitted with the invoice for payment. If not approved, the "Buyer" should inform the **CPO** of steps that will be taken to correct the unacceptable deliverable. If the **CPO** and Buyer cannot resolve the issue, they should contact the Town Attorney for advice on how to proceed.

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The final disposition must be communicated in writing to the Vendor and solutions for final disposition determined consistent with the original contract specifications.

The following section covers some Bidder/Vendor issues and suggestions for resolving such issues.



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CHAPTER 6: MANAGING BIDDERS/CONTRACTORS

Bidder Violations, Contract Issues and Protests

The **Director** and the **Buyer** are required to notify the **Town** Attorney immediately regarding any issues related to **Bidder** violations, contract controversies or **Bidder** protests, and promptly provide all the necessary documentation to support said claims. The **Town** Attorney is authorized to review and resolve any such issues raised by the Director and Buyer.

BIDDER VIOLATIONS

1. Conviction of a Criminal Offense. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
2. Conviction of a Crime Affecting Responsibility. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
3. Conviction of Violation of Antitrust Statutes. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
4. Serious Violation of Contract Provisions. Violation of contract provisions, as set forth below, of a character which is regarded by the **Town** Commission to be so serious as to justify debarment action;
5. Failure to Perform. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract;
6. Recent Record of Poor Performance. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor or supplier shall not be considered to be a basis for debarment;
7. Other Causes. Any other cause the **Town** Commission determines to be so serious and compelling as to affect responsibility as a **Town** contractor or supplier, including debarment by another governmental entity for any cause listed in regulations; or
8. Violation of Ethical Standards. For violation of the ethical standards set forth in Section 9, Ethics in Public Contracting, of Town Ordinance.

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CONTRACT OR BREACH OF CONTRACT CONTROVERSIES

This section applies to controversies between the **Town** and a supplier or contractor and which arise under, or by virtue of, a contract between them. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission. The **CPO** shall contact the **Town** Attorney who is authorized, before commencement of an action in a court concerning the controversy, to settle and resolve a controversy consistent with all applicable laws.

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Sec. 2-131. Debarment and Suspensions.

(a) *Authority and requirement to debar and suspend.* After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity for such party to be heard, the **Town** Commission, after consultation with the **Town** Attorney or **Town** staff, shall have the authority to debar a person or entity for the causes listed in this section from consideration for award of **Town** contracts. The debarment shall be for a period of not fewer than three years. The **Town** Manager, **CPO** or Using Department shall also each have the authority to suspend a contractor from consideration for award of **Town** contracts when there is probable cause for debarment pending the debarment determination by the **Town** Commission.

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(b) *Causes for debarment or suspension.* Causes for debarment or suspension include the following:

1. Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
4. Violation of **Town**'s contract provisions, which violation is regarded by the **CPO** or Using Department to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a **Town** contract or to perform within the time limits provided in the **Town** contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
5. Debarment or suspension of the person or entity by any federal, state, or other governmental entity; or
6. Any other cause judged by the **Town** Commission to be so serious and compelling as to affect the responsibility of the person or entity performing **Town** contracts.

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(c) *Debarment and suspension decisions.* Subject to the provisions of this section the **Town** Attorney shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the debarred or suspended party.

Sec. 2-121 (c) Definitions

Change Order. Changes, due to unanticipated conditions or developments, made to an executory contract, which do not substantially alter the character of the work contracted for, and which do not vary so substantially from the original specifications as to constitute a new undertaking. The changes must reasonably and conscientiously be viewed as being in fulfillment of the original scope of the contract rather than as departing therefrom. Further, the changes, when viewed against the background



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of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.

Sec. 2-134. Change Orders.

- (a) Subject to the restrictions contained in division (b) below, the **Town** Manager, or designee, is authorized to approve all change orders decreasing the cost of the contract to the **Town** that do not materially alter the character of the work contemplated by the contract as determined in his or her judgment, to be in the public interest.
- (b) Notwithstanding the provisions of division (a) above, the **Town** Manager, or designee, is not authorized to approve a change order without authorization of the **Town** Commission where the sum of all change orders issued under the contract increases the cost of the contract by \$1,500.00 or greater.

Sec. 2-135. Term, Termination, Extension and Renewal of Contracts.

- (a) *Term.*
1. Unless otherwise provided by law, a contract for supplies or services may be entered into for any time period deemed to be in the best interests of the **Town** provided the extension, if any, is included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for future fiscal periods shall be subject to the availability of funds.
 2. Contracts may be awarded with provisions of upward or downward price adjustments provided this allowance is part of the original bid solicitation and the adjustments are based on a nationally recognized or published index or other criteria acceptable to the **CPO**.
- (b) *Termination.* The **Town** Commission is authorized to terminate any contract entered into by the **Town** when the **Town** Commission determines that the contracting party has breached or failed to perform one or more of its obligations under the contract. When a contract is entered into by the Town pursuant to Town Commission approval and is terminable by the Town without cause, only the Town Commission is authorized to terminate the contract without cause. If any Commissioner desires that a contract be terminated without cause, he or she shall notify the **Town** Manager in writing and request that the item be placed on the next **Town** Commission agenda.
- (c) *Extensions.* The **Town** Manager, or designee, is authorized to extend, for operational purposes only, and for a maximum of 180 days, any contract previously approved by the **Town** Commission and entered into by the **Town**. Any other extensions of the contract term require the approval of the **Town** Commission.
- (d) *Town Commission notification.* The **Town** Manager, or designee, shall notify the **Town** Commission, in writing at least three months in advance of the expiration, renewal, automatic renewal

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or extension date of a contract, and shall provide a copy of the contract and a **Bidder** performance report card for the contract to the **Town** Commission.

(e) *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.

Sec. 2-136. Preference to Businesses with Drug-Free Workplace Programs.

(a) The **Town** hereby adopts by reference Section 287.087, Florida Statutes, as amended, regarding bidding preferences for businesses with drug-free workplace programs.

(b) Whenever two or more bids which are equal with respect to price, quality, and service are received by the **Town** for the procurement of commodities or services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given a preference, provided that the drug-free workplace program complies with Section 287.087, Florida Statutes, and any other applicable state law. An announcement of this preference shall be included in the bid documents.

Sec. 2-137. Non-Discrimination.

Contractors shall not discriminate against any person in its operations, activities, or delivery of services. Contractors shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

Sec. 2-138. Non-Collusion.

A bidder shall not collude, conspire, connive, or agree, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham bid in connection with the service or commodities for which the bid has been submitted. A bidder shall not refrain from bidding in connection with such service or commodities or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid or of any other bidder, or to fix any overhead profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other bidder, or any person interested in providing the proposed service or commodities.

Sec. 2-139. Bid Protest Procedures.

(a) Upon completion of the evaluation of all bids for a particular procurement, the CPO or Using Department shall issue a notice of bid/proposal action. This notice, containing the date and time of issuance, shall be posted on the **Town** website and at a conspicuous location at **Town** Hall.

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(b) A bidder with a “substantial interest” who has been adversely affected by the **Town’s** selection of a bidder may protest the selection by complying with the requirements set forth herein. A bidder shall be deemed to have a “substantial interest” if the bidder would have been selected as the lowest responsive and responsible bidder but for the alleged mistake or irregularly described in the protest. If the Using Department or **CPO** determine that a bidder does not have a “substantial interest,” that bidder is precluded from bringing a bid protest pursuant to this section.

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(c) A bidder wishing to object to terms, conditions, specifications, procedures, selection criteria, weight of evaluation criteria or other matter set forth in the bid or proposed documents must make such objections in writing during the period of time set forth for questions and answers in the Invitation to Bid, request for proposal, request for qualifications or request for letters of interest. A

Bidder who has not raised such objections in writing during the question and answer time may not use the bid protect process to object to these matters once a notice of bid/proposal action has been posted.

(d) A bidder may file a “Notice of Intent to Protest” by emailing said notice to the Using Department or **CPO** within two business days of the issuance of the notice of bid/proposal action pursuant to subsection (a) hereof or the publication of a **Town** Commission agenda recommending the award of the bid, whichever is sooner. Such Notice of Intent to Protest shall include the bid or proposal number and title, the name and address of the protester, and a brief statement as to the basis of the bid protest.

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(e) The complete written bid protest must be filed with the Using Department or **CPO** within ten calendar days of the issuance of the notice of bid action. To be considered, the written protest of bid must include:

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1. The bid or proposal number and title;
2. Company name, protester’s name, and title, mailing address of protester, and e-mail address of protester;
3. The facts and law upon which the protest is based; and grounds not stated shall be deemed waived;
4. Rules, regulations, or statutes pertinent to the protest;
5. Relief which the protester seeks;
6. Any other information that the protester deems to be material to the protest; and
7. A bid protest bond in the form of a certified check, cashier’s check, or money order made payable to the **Town** of Pembroke Park in an amount equal to five percent (5%) of the protester’s bid amount or \$5,000.00, whichever is less. If the protest is upheld by the **Town**, the bond will be refunded to the protester. If the protest is denied, the entire bid protest bond amount shall be forfeited to the **Town**.

(f) Upon receipt of a timely filled and complete formal written bid protest, the Using Department and **CPO** shall stay the award of the purchase order or contract until the bid protest is resolved, unless the Using Department and **CPO** determine in writing that compelling circumstances exist which require that the award be processed

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Without further delay in order to protect the **Town's** interest or for the purpose of avoiding an immediate and serious danger to the public health, safety or welfare of the citizens or substantial disruption of **Town** operations.

(g) After receipt of the timely filed and complete written bid protest, and upon the protester's request, the Using Department and **CPO** shall meet with the protester to discuss the allegations and to attempt to resolve the matter. The Using Department and **CPO** shall issue their decision on the bid protest within 14 calendar days of the meeting, or if no meeting is requested, within 14 days of receipt of the timely filed and complete written bid protest. Such decision shall be e-mailed to the protester on the date of issuance unless otherwise directed by the protester.

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(h) The protester may appeal the decision of the Using Department and **CPO** to the **Town** Manager by filing a written appeal with the **Town** Clerk's office within three business days of issuance of the Using Department and **CPO's** decision. The appeal must be in writing and must include a full explanation of the basis of disagreement with the decision rendered by the Using Department and **CPO**, as well as the relief sought. The **Town** Commission will review the bid protest appeal and shall overturn the bid award if the protester proves that the bid award did not comply in material respects with the requirements contained in the Invitation to Bid, request for proposal, request for qualifications or request for letters of interest, this procurement code, or Florida law. The **Town** Commission's decision shall be e-mailed to the protester on the date of issuance unless another method of delivery is otherwise directed by the protester.

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(i) Failure by a bidder to comply with the timelines and requirements set forth herein shall result in an immediate invalidation and termination of the bid protest and a waiver of the right to seek further redress or to appeal the alleged adverse action in a court of law.

(j) Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

How to Expedite Orders

The **Finance** Department should set up a "tickler" file to alert **the Department for** overdue items. Every Purchase Order should carry an actual calendar date as the "Delivery Date," to facilitate the expediting process. Additionally, every order should show the name and telephone number of the person who provided the quote.

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Deleted: to



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TABLE 8: OVERDUE ORDERS CHECKLIST

✓ Telephone/email/fax/ the supplier/contractor
✓ Provide either a copy of the PO or the following information:
o PO number,
o Date of anticipated or promised delivery,
o Name of person who provided the delivery date (or quote).
✓ Ask the Bidder to provide in writing:
o Either the date the item was shipped or a reason it was not shipped,
o The name & telephone of the person providing the information

The Using Department should determine if it still wants the item or if it wants to cancel the order for non-performance and let the **Bidder** know in writing.

Avoiding Contractor Problems

1. Entities can avoid potential problems with contractors by including sufficient detail in the specifications regarding the performance standards and general expectations of the contractor and the service provided or the goods purchased.
2. Entities can also help avoid future problems with **Bidders** by strengthening the contractor-**Bidder** relationship with a post-award conference to discuss the expectations of each party in the completion of the project. Creating a point of contact helps to open the lines of communication so that any potential questions do not become future problems.
3. Another method for avoiding problems with the contractor is to make partial payments based upon a prearranged schedule where payments are made when specific milestones are reached or at pre-specified intervals after work has been verified.

Compensation may present the biggest obstacle in this phase of the project. The amount allotted for the project may or may not already be known to both parties. Decisions must be made about whether to pay for the service or product on a lump sum or fixed fee basis, or on a unit price basis. In addition, decisions should be made about what costs are and are not included if a fixed fee method is used. The parties should also discuss the process for making changes or additions to the contract that could result in higher costs.

Documentation and Steps Involved in Soliciting Goods and Services

Every purchase made by the **Town** requires documentation because the **Town** is expending public funds. The **Town** is audited every year and must have readily accessible records detailing all expenditures for goods and services. This documentation must include the what, how, and why of a purchase as well as



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the appropriate authorization and consistent with all applicable laws.

There are three types of purchasing documents which should be used. These documents can be part of an online software system or separate hard copy forms, which should all be retained consistent with public records requirements:

1. The Purchase Requisition, as used in this manual, refers to the initial request to make a purchase form. It may be online software. The requisition is a request for approval of an appropriation of funds to purchase of goods or services. The approval for purchase and the authority to approve a purchase is dependent upon the dollar amount of the purchase.
2. Solicitation Documents provide more detailed information about the requisition/appropriation for goods or services requested. The solicitation documents form the basis for the Purchase Order and the agreement/contract with the **Bidder** for goods and services. The types of solicitation documents which may be used are explained in detail in the section on Solicitation Documents in this manual.
3. The Purchase Order is the official contract/agreement issued to the **Bidder** which places the order for the goods or services. All solicitation documentation, as described in this manual, should accompany the purchase order.
4. Credit Card Policy

Comment [MLS7]: Make sure to include



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ADDENDUM

Attachment 1: Standard Specification Sources

Federal government sources

General Services Administration
Federal Supply Service – Specifications Section 470
East L'Enfant Plaza, SW
Suite 8100
Washington, DC 20407
(202) 619-8925
(202) 619-8978 (fax)
Website: www.gsa.gov
E-mail: public.affairs@gsa.gov

United States Department of Health and Human
Services National Institute for Occupational Safety
and Health 200 Independence Ave., SW
Room 715A Washington, DC 20201
(202) 401-6997
(800) 356-4674 (toll-free)
(888) 232-3299 (fax)
Website: www.cdc.gov/niosh
E-mail: pubstaft@cdc.gov

Document Automation & Production Service 5450
Carlisle Pike, Building 09
Post Office Box 2020 Mechanicsburg, PA 17055-
0788
(877) 327-7226 (toll-free)
(717) 605-3971 (fax)
Website: www.daps.dla.mil
E-mail: webmaster@daps.dla.mil

Federal Information Center
(800) 688-9889 (toll-free)

Standards Writing Organizations
American Bar Association 740 15th St., NW
Washington, DC 20005-1019
(800) 285-2221 (toll-free)
Website: www.abanet.org

American National Standards Institute 25 W. 43rd
St., 4th floor
New York, NY 10036
(212) 642-4900
(212) 398-0023 (fax)
Website: www.ansi.org
E-mail: ansionline@ansi.org

American Society for Testing and Materials 100
Barr Harbor Drive
West Conshohocken, PA 19428-2959
(610) 832-9200
(610) 832-9555 (fax)
Website: www.astm.org
E-mail: service@astm.org

American Society of Mechanical Engineers, Intl. 3
Park Ave.
New York, NY 10016-5990
(800) 843-2763 (toll-free)



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Website: www.asme.org

E-mail: infocentral@asme.org

American Welding Society 550 NW LeJeune Road
Miami, FL 33126

(305) 443-9353

(800) 443-9353 (toll-free)

Website: www.aws.org

E-mail: info@aws.org

National Institute of Standards and Technology
Standards Information Center

100 Bureau Drive, Stop 2100

Gaithersburg, MD 20899-2100

(301) 975-4040

Website: www.nist.gov

E-mail: inquiries@nist.gov

National Fire Protection Association Headquarters

1 Battery March Park Quincy, MA 02269-9101

(617) 770-3000

(617) 770-0700 (fax)

Website: www.nfpa.org

E-mail: public_affairs@nfpa.org

United States Department of Commerce,
Technology Administration

National Technical Information Service Springfield,
VA 22161

(703) 605-6000

(800) 553-6847 (toll-free)

Website: www.ntis.gov

E-mail: helpdesk@fedworld.gov

Society of Automotive Engineers 400
Commonwealth Drive

Warrendale, PA 15096-0001

(877) 606-7323 (toll-free)

Website: www.sae.org

E-mail: custsvc@sae.org

Underwriters Laboratories, Inc. 2600 N.W. Lake Rd.

Camas, WA 98607-8542

(877) 854-3577 (toll-free)

(360) 817-6278

Website: www.ul.com

E-mail: info@us.ul.com

Other Sources of Specifications Information

Association for the Advancement of Medical
Instrumentation

1110 N. Glebe Road Suite 220

Arlington, VA 22201-4795

(800) 332-2264, ext. 247 (toll-free)

(703) 276-0793 (fax)

Website: www.aami.org

E-mail: customerservice@aami.org

American Association of State Highway and
Transportation Officials

444 North Capitol St., N.W., Ste. 249 Washington,
DC 20001

(202) 624-5800

(202) 624-5806 (fax)



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Website: www.transportation.org

E-mail: info@ashto.org

American Association of Textile Chemists and
Colorists Post Office Box 12215

Research Triangle Park, NC 27709-2215

(919) 549-8141

(919) 549-8933 (fax)

Website: www.aatcc.org

American Concrete Institute 38800 Country Club
Dr.

Farmington Hills, MI 48331

(248) 848-3700

(248) 848-3701 (fax)

Website: www.aci-int.net

E-mail: webmaster@aci-int.org

CSA International

8501 East Pleasant Valley Road Cleveland, OH
44131-5575

(216) 524-4990

(216) 642-3463 (fax)

Website: www.iasapprovals.org

American Gear Manufacturers Association 500
Montgomery Street, Ste. 350

Alexandria, VA 22314-1581

(703) 684-0211

(703) 684-0242 (fax)

Website: www.agma.org

E-mail: webmaster@agma.org

The Asphalt Institute 2696 Research Park Drive
Lexington, KY 40511-8480

(859) 288-4960

(859) 288-4999 (fax)

Website: www.asphaltinstitute.org

Aerospace Industries Association 1000 Wilson
Blvd., Ste. 1700

Arlington, VA 22209-3928

(703) 358-1000

Website: www.aia-aerospace.org

E-mail: neale@aia-aerospace.org

American Institute of Chemical Engineers 3 Park
Ave.

New York, NY 10016-5991

(203) 702-7660

(800) 242-4363 (toll-free)

(203) 775-5177 (fax)

Website: www.aiche.org

E-mail: xpress@aiche.org

The American Institute of Architects 1735 New
York Ave., NW Washington, D.C. 20006-5292

(202) 626-7300

(800) AIA-3837 (toll-free)

(202) 626-7547 (fax)

Website: www.aia.org

American Institute of Steel Construction One East
Wacker Drive

Suite 3100



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Chicago, IL 60601-2001
(312) 670-2400
(312) 670-5403 (fax)
Website: www.aisc.org

American Nuclear Society 555 North Kensington
Ave. LaGrange Park, IL 60526
(708) 352-6611
(800) 323-3044
(708) 352-0499 (fax)
Website: www.ans.org
E-mail: outreach@ans.org

American Petroleum Institute 1220 L St., NW
Suite 900
Washington, D.C. 20005-4070
(202) 682-8000
Website: www.api.org

American Railway Engineering and Maintenance-
of-Way Association
10003 Deredwood Lane, Ste. 210
Landover, MD 20706
(301) 459-3200
(301) 459-8077 (fax)
Website: www.arena.org

Air Conditioning, Heating and Refrigeration
Institute 4100 Fairfax Drive
Arlington, VA 22203-1623
(703) 524-8800
(703) 524-3816 (fax)

Website: www.ahrinet.org
E-mail: ahri@ahrinet.org

American Society of Agricultural and Biological
Engineers 2950 Niles Road
St. Joseph, MI 49085-9659
(616) 429-0300
(616) 429-3852 (fax)
Website: www.asabe.org

American Society of Civil Engineers 1801 Alexander
Bell Drive
Reston, VA 20191
(800) 548-2723 (toll-free)
Website: www.asce.org
E-mail: cybrarian@asce.org

American Society of Heating, Refrigerating, and Air
Conditioning Engineers
1791 Tullie Circle, N.E. Atlanta, GA 30329
(404) 636-8400
(800) 527-4723 (toll-free)
(404) 321-5478 (fax)
Website: www.ashrae.org

The American Society for Nondestructive Testing
1711 Arlingate Lane
Post Office Box 28518 Columbus, OH 43228-0518
(614) 274-6003
(800) 222-2768
(614) 274-6899 (fax)
Website: www.asnt.org



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E-mail: president@asnt.org

American Society for Quality Post Office Box 3005
Milwaukee, WI 53201-3005

(414) 272-8575

(800) 248-1946 (toll-free)

(414) 272-1734 (fax)

Website: www.asq.org

E-mail: cs@asq.org

American Society of Sanitary Engineering 901
Canterbury, Suite A

Westlake, OH 44145

(440) 835-3040

(440) 835-3488 (fax)

Website: www.asse-plumbing.org

E-mail: info@asse-plumbing.org

American Water Works Association 6666 West
Quincy Ave.

Denver, CO 80235

(303) 794-7711

(800) 926-7337

(303) 347-0804 (fax)

Website: www.awwa.org

E-mail: custsvc@awwa.org

Buyers Laboratory, Inc. 20 Railroad Ave.

Hackensack, NJ 07601-3399

(201) 488-0404

(201) 488-0461 (fax)

Website: www.Buyerslab.com

E-mail: info@Buyers-lab.com

Compressed Gas Association 4221 Walney Road,
5th Floor Chantilly, VA 20151

(703) 788-2700

(703) 961-1831 (fax)

Website: www.cganet.com

E-mail: cga@cganet.com

Gas Processors Association 6526 East 60th St.

Tulsa, OK 74145

(918) 493-3872

(918) 493-3875 (fax)

Website: www.gasprocessors.com

Institute of Electrical and Electronics Engineers 3
Park Ave., 17th floor

New York, NY 10016-5997

(212) 419-7900

(212) 752-4929 (fax)

Website: www.ieee.org

E-mail: customer-service@ieee.org

Illuminating Engineering Society of North America

(IES) 536 LaGuardia Place

New York, NY 10012

(212) 993-6460

(212) 248-5017 (fax)

Website www.iesny.org

E-mail: admin@iesnyc.org

IPC

(formerly Institute for Interconnecting and



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Packaging Electronic Circuits)

2215 Sanders Road
Northbrook, IL 60062-6135
(847) 509-9700
(847) 509-9798 (fax)
Website: www.ipc.org
E-mail: answersipc@ipc.org

International Society of Automation
(ISA) Post Office Box 12277
Research Triangle Park, NC 27709
(919) 549-8411
(919) 549-8288 (fax)
Website: www.isamarketplace.org
E-mail: info@isa.org

Manufacturers Standardization Society of the Valve
and Fittings Industry
127 Park St., NE Vienna, VA 22180-4602
(703) 281-6613
(703) 281-6671 (fax)
Website: www.mss-hq.com
E-mail: info@mss-hq.com

National Association of Corrosion Engineers
(NACE, Intl) 1440 South Creek Drive
Houston, TX 77084-4906
(281) 228-6200
(800) 797-6223
(281) 228-6300 (fax)
Website: www.nace.org

National Association of Purchasing Management
Institute for Supply Management
(ISM)
2005 East Centennial Circle Post Office Box 22160
Tempe, AZ 85285-2160
(480) 752-6276
(800) 888-6276 (toll-free)
(480) 752-7890 (fax)
Website: www.napm.org

National Electrical Manufacturers Association 1300
North 17th St.
Suite 1752
Rosslyn, VA 22209
(703) 841-3200
(703) 841-5900 (fax)
Website: www.nema.org
E-mail: webmaster@nema.org

National Fire Protection Association 1
Batterymarch Park
Quincy, MA 02169-7471
(617) 770-3000
(617) 770-0700 (fax)
Website: www.nfpa.org
E-mail: public_affairs@nfpa.org

National Fluid Power Association 3333 North
Mayfair Road
Suite 211
Milwaukee, WI 53222-3219
(414) 778-3344



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(414) 778-3361 (fax)
Website: www.nfpa.com
E-mail: nfpa@nfpa.com

National Institute of Governmental Purchasing
(NIGP) 151 Spring St.
Herndon, VA 20170-5223
(800) 367-6447 (toll-free)
(703) 736-2818 (fax)
Website: www.nigp.org

National Institute of Justice
United States Department of Justice 810 Seventh
St., NW
Washington, DC 20531
(800) 851-3420 (toll-free)
Website: www.ojp.usdoj.gov/nij

National Sanitation Foundation, Intl.
(NSF International) 789 North Dixboro Road
Post Office Box 130140 Ann Arbor, MI 48113-0140
(734) 769-8010
(800) NSF-MARK (toll-free)
(734) 769-0109 (fax)
Website: www.nsf.org
E-mail: info@nsf.org

Pipe Fabrication Institute
511 Ave. of the Americas, #601 New York, NY
10011
(514) 634-3434
(514) 634-9736 (fax)

Website: www.pfi-institute.org
E-mail: pfi@pfi-institute.org

Public Technology Institute, Inc. 1301 Pennsylvania
Ave., NW Suite 830
Washington, D.C. 20004
(866) 664-6368 (toll-free)
Website: www.pti.org
E-mail: info@pti.org

RTCA, Inc.
(formerly Radio Technical Commission for
Aeronautics, Inc.)
1828 L St., NW, Suite 805
Washington, DC 20036
(202) 833-9339
(202) 833-9434 (fax)
Website: www.rtca.org
E-mail: info@rtca.org

Semiconductor Equipment and Materials
International 3081 Zanker Road
San Jose, CA 95134-2127
(408) 943-6900
(408) 428-9600 (fax)
Website: www.semi.org
E-mail: semihq@semi.org

Technical Association of the Pulp and Paper
Industry 15 Technology Parkway
Norcross, GA 30092
(770) 446-1400



(800) 332-8686 (toll-free)
(770) 446-6947 (fax)

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Website: www.tappi.org
E-mail: memberconnection@tappi.org

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Attachment 2: Standard Specification Terms & Conditions

SELLER TO PACKAGE GOODS:

*The seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) the seller's name and address; (b) the consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) the container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. The seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. The **Buyer's** count or weight shall be final and conclusive on shipments not accompanied by packing lists.*

SHIPMENT UNDER RESERVATION PROHIBITED:

The seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

TITLE AND RISK OF LOSS:

*The title and risk of loss of the goods shall not pass to the **Buyer** until the **Buyer** actually receives and takes possession of the goods at the point or points of delivery.*

DELIVERY TERMS AND TRANSPORTATION CHARGES:

*F. O. B. destination freight prepaid unless delivery terms are specified otherwise in bid; the **Buyer** agrees to reimburse the seller for transportation costs in the amount specified in the seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided the **Buyer** shall have the right to designate what method of transportation shall be used to ship the goods.*

NO PLACEMENT OF DEFECTIVE TENDER:

*Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and the seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the seller may seasonably notify the **Buyer** of his intention to cure and may then make a conforming tender within the contract time but not afterward.*

PLACE OF DELIVERY:

The place of delivery shall be that set forth on the purchase order. Any change thereto shall be affected by modification as provided for in



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_____,” hereof. The terms of this agreement are no arrival, no sale.

INVOICES AND PAYMENTS:

The Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: _____ Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Finance Department advised of any changes in your remittance addresses.

The **Buyer's** obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for the **Buyer** will return goods to seller. Do not include federal excise, state, or **Town** sales tax. The **Town** shall furnish tax exemption certificate, if required.

GRATUITIES:

The **Buyer** may, by written notice to the Seller, cancel this contract without liability to the Seller if it is determined by the **Buyer** that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent, or representative of the seller, to any officer or employee of the **Town** of Sample **Town** with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event the **Buyer** cancels this contract pursuant to this provision, the **Buyer** shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the seller in providing such gratuities.

SPECIAL TOOLS AND TEST EQUIPMENT:

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by the Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the **Buyer** and to the extent feasible shall be identified by the Seller as such.

WARRANTY PRICE:

The price to be paid by the **Buyer** shall be that contained in the Seller's bid which the Seller warrants to be no higher than the Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event the Seller breaches this warranty, the



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*prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, the **Buyer** may cancel this contract without liability to the Seller for breach or the Seller's actual expense.*

*The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for Commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the **Buyer** shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such Commission, percentage, brokerage, or contingent fee.*

WARRANTY PRODUCTS:

*The Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the **Buyer**. The Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by the Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.*

SAFETY WARRANTY:

*The Seller warrants that the product sold to the **Buyer** shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, the **Buyer** may return the product for correction or replacement at the Seller's expense. In the event the Seller fails to make the appropriate correction within a reasonable time, correction made by the **Buyer** will be at the Seller's expense.*

NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:

*As part of this contract for sale the Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. The **Buyer** makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall the **Buyer** be liable to the Seller for indemnification in the event that the Seller is sued on the grounds of infringement or the like. If the Seller is of the opinion that an infringement or the like will result, he will notify the **Buyer** to this effect in writing within two weeks after the signing of this agreement. If the **Buyer** does not receive notice and is subsequently held liable for the infringement or the like, the Seller will save the **Buyer** harmless. If the Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement*



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or the like, this contract shall be null and void except that the **Buyer** will pay the Seller the reasonable cost of his search as to infringements.

RIGHT OF INSPECTION:

The **Buyer** shall have the right to inspect the goods at delivery before accepting them.

CANCELTION:

The **Buyer** shall have the right to cancel for default of all or any part of the undelivered portion of this order if the Seller breaches any of the terms hereof including warranties of the seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancelation is in addition to and not in lieu of any other remedies that the **Buyer** may have in law or equity.

TERMINATION:

The **Buyer** may terminate performance of work under this order in whole or in part in accordance with this provision. Termination of work hereunder shall be affected by the delivery to the Seller of a notice of termination specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of the **Buyer** set forth in Clause 15, herein.

FORCE MAJEURE:

If by reason of force majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement then such party shall give notice and full particulars of force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term force majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the state of Florida or any civil or military authority, insurrections, riots, epidemics, landslides, lighting, earthquake, fires, hurricanes, storms, floods, wash outs, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all



Pembroke Park Purchasing Manual

reasonable dispatch and shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

ASSIGNMENT AND DELEGATION:

*No right or interest in this contract shall be assigned nor shall any obligation made by the seller be delegated without the written permission of the **Buyer**. Any attempted assignment or delegation by the seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.*

WAIVER:

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

MODIFICATIONS:

This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

INTERPRETATION PAROLE EVIDENCE:

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

APPLICABLE LAW:

This agreement shall governed by the laws of the State of Florida.

ADVERTISING:

*The Seller shall not advertise or publish, without the **Buyer's** prior consent, the fact that the **Buyer** has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.*

RIGHT TO ASSURANCE:



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Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

VENUE:

Both parties agree that venue for any litigation arising from this contract shall lie in Broward County, Florida

PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:

*Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the **Town**, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation.*

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Pembroke Park Purchasing Manual

Attachment 3: Informal Quotation Form (Sample)

Description of product/service:				
Department:		Buyer Name:		
Quotation and Evaluation: (Quotations should be evaluated on the basis of suitability of product/service and price. Identify below and advise suppliers if there are further evaluation criteria i.e. Delivery)				
The following suppliers were asked to quote (identify minimum of 3 suppliers capable of supplying) Attach any documents from Suppliers.				
Date Quotes Requested:		Quotes to be Received By:		
Supplier Name	Contact Name	Contact Method	Contact Number	Amount Quoted
Name/Title Buyer:				
Signed:Date:				
Contract Award		Bidder Amount		
Justification:				
Name/Title Approving Officer:				
Signed:Date:				



Pembroke Park Purchasing Manual

Attachment 4: Outline of a Request for Proposal (RFP)/Invitation to Bid (ITB)

I. Introduction

The Town of Pembroke Park is seeking proposals from qualified firms interested in providing _____ services to the Town.

ii. Scope of services

(This section can contain a detailed description of the service that is being sought.)

iii. Instructions to proposers

Proposals must be in writing and must be received by *(time)* on *(date)*, *(year)*. All proposals, questions and correspondence should be directed to: *(name of Town staff and address of office)*. In order to ensure a fair review and selection process, firms submitting proposals are prohibited from contacting any other Town staff or Commission-members regarding these proposals.

iv. Statement of content of rfp

- A. Title page *(name, address, phone, contact person, date)*
- B. Table of contents
- C. Statement of the proposal *(work, timetable, availability)*
- D. Consultant's/firm's profile/history/experience *(client references)*
- E. Fees and method of payment

V. Proposal evaluations

(This section can outline the criteria that the Commission will use to evaluate the proposals.)

Vi. Agreement terms

(This section can outline the negotiation procedures, any ethics policies and other terms that the proposals must meet.)

Vii. Town's timetable

(This section can address such things as the day that the proposals will be opened, when interviews will be scheduled, and when the selection will be made.)

Viii. Other information

(This section can cover background information on the Town, claims-- record information for insurance, or other information that might be important for firms to know when submitting their proposals.)



Pembroke Park Purchasing Manual

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Page 4	Section 2	General Terms and Conditions
Page 6	Section 3	Scope of Work
Page 8	Section 4	Required Format for Proposals
Appendix A		Insurance Requirements
Appendix B		Proposal Checklist
		Non-Collusion Certificate
		Affirmative Action Requirements
		Affidavit of Affirmative Action Compliance
		Other

DRAFT



Pembroke Park Purchasing Manual

Attachment 5: Sample Advertisement for Bids

Notice to Bidder

Re: [Subject]

Sealed bids will be received and publicly opened by the Town of Pembroke Park, Broward County, Florida, at Town Hall, 3150 SW 52nd Ave., Pembroke Park, FL 33023, (Tel. 954-966-4600) on **[Day]**, the **[Date]th of [Month], [Year] at [Time]**, for the furnishing of work and materials for the **[Subject]**

Plans and specifications may be examined at Town Hall and copies may be obtained for the contractor's individual use by applying to the _____.

Bids must be made on the basis of cash payment for work and accompanied by a cash deposit, certified check (on a responsible bank in the State of Florida) or a bidder's bond made payable without conditions to the Town of Pembroke Park, FL in an amount of not less than 5% of the total amount of the bid.

The Town Commission reserves the right to reject any and all bids and to waive any bids received without explanation. No bid may be withdrawn for a period of thirty (30) days.

By the order of the Town Commission of the Town of Pembroke Park, FL.

Sample advertisement for purchases

To Whom it May Concern:

The Town Commission of the Town of Pembroke Park will receive bids at Town Hall until *(time)*, on *(date)*, *(year)* for the purchase of the following: *(merchandise, materials, equipment, etc.)*.

The specifications are on file in Town Hall. A copy of the specifications will be furnished to any prospective bidder upon a deposit of _____ dollars to guarantee their safe return. Bids must be made on the basis of cash payment for the property. All bids must be accompanied by a cash deposit, bid bond, certified bank letter of credit, or certified check made payable to the Town for at least _____ percent of the bid amount. Bids must be directed to the Town Clerk and must be securely sealed with a statement on the outside wrapper describing the item for which the bid is being submitted. Bids will be opened and considered by the Town Commission at *(time)* in the Commission chambers on *(day and date)*, *(year)*. The Town Commission reserves the right to reject all bids.

RESOLUTION NO. 19-07-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING THE TOWN PURCHASING MANUAL; PROVIDING FOR FINAL REVISIONS; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission has determined that it is necessary to have a clear, well established set of procedures for the procurement of goods and services by Town for the orderly administration of Town operations; and

WHEREAS, the Town Commission recently adopted amendments to the Town procurement code updating procedures for solicitations for bids and proposals for goods and services and related matters concerning Town purchases; and

WHEREAS, the Purchasing Manual is intended for use by the Town staff on a daily basis to implement the rules and requirements set forth in the Procurement Ordinance; and

WHEREAS, Oel Wingo Management and Consulting Services provided a draft version of the Purchasing Manual which has been reviewed and amended by Town staff; and

WHEREAS, it is necessary for the Finance and Budget Department to review and approve the proposed amendments to the Purchasing Manual for adoption by Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the Town Commission adopts the Purchasing Manual reviewed and amended by the Town staff, subject to final review and approval by the Finance & Budget Department.

Section 2: That upon final review and approval by the Finance and Budget Department staff, the Purchasing Manual shall be implemented by Town staff for the


procurement of goods and services by the Town.

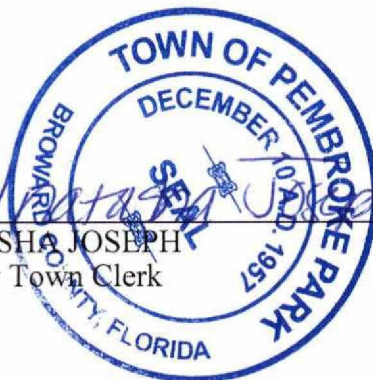
Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 4: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 10th day of July, 2019.

ATTEST:


NATASHA JOSEPH
Deputy Town Clerk




ASHIRA A. MOHAMMED
Mayor-Commissioner



Town of Pembroke Park

Credit Card Policy

TOWN OF PEMBROKE PARK CREDIT CARD POLICY

PURPOSE

This policy establishes the basis for the Town's credit card program. The credit card program is designed to improve efficiency in processing purchases from any authorized vendor that accepts the Town's credit card.

The Credit Card Program will simplify the credit process for obtaining supplies, materials, services, travel, and equipment.

This program will allow the cardholder to purchase supplies and services directly from vendors. Each credit card is issued in the name of the employee who is responsible for its use.

The card may be used to purchase non-restricted commodities in person at the vendor site, over the telephone, via fax, by mail and over the Internet.

OBJECTIVES

- To provide an efficient method of paying for supplies/services
- To reduce staff time involved in processing transactions
- To reduce the use of petty cash
- To ensure card purchases are in accordance with the Town's Procurement Manual
- To ensure that the Town bears no legal liability from inappropriate use
- To provide for disciplinary action if the credit card is misused

AUTHORIZATION

All requests for credit cards must be approved by the employee's Department Director or designee and submitted to the Finance Department in writing by completing the Certification and Receipt form.

By signing the certification form, the employee affirms that he/she has read and is familiar with the rules, regulations, and procedures as stated in the Town of Pembroke Park's Procurement Manual. Employees who misuse or abuse the card will be subject to disciplinary action up to and including termination of employment.

Credit cards may be used only by the person whose name appears on the face of the card or his or her administrative assistant and may not be loaned to, or used by, any other person. The account number must not be given to any individual other than the vendor from whom the employee is making a purchase.

RESPONSIBILITIES

The following are the responsibilities of:

- A. Card holder (Employee):
 - Hold and secure credit card
 - Comply with all credit and travel policies
 - Determine availability of budgeted funds before ordering
 - Order materials and services
 - Collect and save all sales receipts/invoices
 - Identify disputed charges
 - Make sure vendor is aware of our tax exempt status
 - Notify Department Director and Purchasing Card Administrator in Finance immediately of lost, stolen, or other cards requiring termination

- B. Purchasing Card Administrator:
 - Review & reconcile transactions with cardholder
 - Assign and/or verify the appropriate accounting codes
 - Assist cardholders with disputed item
 - Obtain Department Director's signature to authorize payment
 - Attach receipts and supporting documentation each week
 - Collect cards from cardholders who end or transfer employment
 - Confirm that all charges are authorized by Department Director
 - Administer 1099 reporting

- C. Department Director or designee
 - Request credit cards for authorized employees
 - Set departmental and cardholder spending limits within established guidelines and budgets
 - Designate Department Credit Card Representative
 - Coordinate issuance and cancellation of cards
 - Provide training to all new cardholders and periodic refresher training classes, as needed
 - Participate in billing dispute resolution
 - Maintain procedures and cardholder guides/manuals
 - Conduct annual inventory/evaluation of credit cards
 - Approve requests for credit cards submitted by Department Director/Finance Director
 - Coordinate and maintain internal controls

LIMITS AND RESTRICTIONS

The credit card is for official Town business only. The purchase of goods or services for the employee's personal use is strictly prohibited. The purchase of gift cards, tobacco products, alcohol or obtaining a cash advance is strictly prohibited.

All items paid for with the credit card must be shipped to the Town and are property of the Town.

It is the responsibility of the user department to have adequate funding available prior to making purchases.

TRAVEL RELATED CHARGES

The department traveler should submit the appropriate Travel Reimbursement Form to the Department Director or designee for approval. A copy of the completed/approved Travel Reimbursement Form must be submitted along with copies of any trip-related receipts charged to the credit card.

Per Diem should be requested on a Travel Reimbursement Form and processed through Accounts Payable.

Purchases for conference registrations/classes, airline tickets, hotels, meals and parking charges are permissible.

If a gift card is issued to card holder for a qualifying credit event, said gift card must be submitted to Finance Department Purchasing Card Administrator so that card may be applied to the next department purchase.

TAXES

Most purchases are **exempt from sales tax**. Cardholders must assure that sales tax has not been added to the receipt or request that a credit be processed. Some Internet purchases will require the cardholder to call a customer service number on the company's website in order not to have taxes placed on the order; **it is the responsibility of the cardholder to ensure that this occurs**. Purchases outside of the State of Florida and purchases with major retail companies may be excluded from this rule.

LOST OR STOLEN CARDS

If a card is lost or stolen, immediately contact the Credit Card Company Customer Service and the Purchasing Card Administrator. Verbal reports of a lost or stolen card must be confirmed by e-mail to Purchasing Card Administrator.

CREDITS/RETURNS

Merchandise returned must be credited to the Town's account to which the transaction was charged. If a cardholder receives cash payment or store credit for returned merchandise, the amount must be returned to the Finance Department to be used for future purchases. It is the responsibility of the user department to assure that credits for returned merchandise are properly applied to the cardholder's account.

DISPUTES/ERRONEOUS CHARGES

It is the responsibility of the cardholder to document and resolve disputes and erroneous charges directly with the vendor. In most cases, disputes can be resolved in this manner. If a dispute cannot be resolved, a written claim notice must be submitted to Purchasing Card Administrator within 20 days after the occurrence of loss.

SUSPENSION POLICY

The Suspension Policy is a progressive step policy, and may be put into effect if:

1. a cardholder fails to submit proper documentation to the Purchasing Card Administrator or Department Representative by the established deadlines, or
2. A cardholder misuses card privileges by making inappropriate purchases of items or services not in compliance with this Credit Card Program policy or the Town's Procurement Manual.

First Offense: The cardholder will receive a documented written warning from the Credit Card Administrator.

Second Offense: Suspension of card privileges for a period of one (1) to three (3) months. The effected credit card is to be surrendered to the Credit Card Administrator during the suspension period.

Third Offense: Permanent revocation of card privileges.

The nature of the offense could also result in termination as well as civil and/or criminal prosecution.

ANNUAL CREDIT CARD INVENTORY

An annual Credit Card Inventory will be conducted by each user department. A list of all department cardholders will be provided to user departments by the Credit Card Administrator. User departments are responsible for reviewing, approving and returning the inventory listing to a Credit Card Administrator.

RECORD KEEPING/RECEIPTS

It is the responsibility of the cardholder to obtain transaction receipts for all purchases. Sales receipts or packing slips must be obtained whether a purchase is made in person or via telephone, fax, mail, or over the Internet. **It is the employee's responsibility to assure that the description on the sales receipt or packing slip is legible and clearly describes the purchase. These receipts will be used by the Department Representative to substantiate the charge on each statement.**

Documentation must be accurate, accessible and complete, as it not only records the transaction, but also supports the legitimate business purpose of the purchase. In addition to sales receipts and packing slips, the following are additional examples of supporting documentation:

- Subscription or dues forms
- Conference registration forms
- Statement of vendor performed services
- Cash register receipts

In the event all efforts to obtain documentation of a transaction have failed, the cardholder must attach a written description of the purchase along with a signed certification that the purchase was made in accordance with Town policy. Failure to provide certification may result in disciplinary action and the employee may be required to pay the Town for the undocumented expense. Three or more incidents of missing documentation within a year may result in the cancellation of the employee's credit card privileges.

The cardholder is responsible for submitting all documentation to their Department Representative within 10 days from purchase.

CHANGES IN AUTHORIZED USERS

It is the responsibility of the user department to contact the Purchasing Card Administrator concerning any change to an authorized cardholder's employment status such as transfer or termination. Cards must be returned in person to the Purchasing Card Administrator.

TOWN OF PEMBROKE PARK

Certification and Receipt Form

Agreement for Use of Town of Pembroke Park Credit Card

I understand and agree with the following:

1. The Town of Pembroke Park purchasing card issued to me is property of the Town of Pembroke Park.
2. The credit card issued to me is to be used solely to purchase items for the Town in accordance with the Town's purchasing policies, which I have read and understand.
3. I am expressly forbidden to use the card to purchase items that will be used for any purpose other than Town business use that will serve public purpose.
4. The personal use of the credit card will result in disciplinary action that may include termination as well as civil and/or criminal prosecution.
5. I must within 10 days from purchase submit **all** receipts detailing all of the items purchased with the credit card.
6. I am responsible for reporting to my Department Director & Purchasing Card Administrator in Finance immediately if I misplace or lose the purchasing card.
7. I am responsible for any unauthorized charges if I do not report the lost or stolen card immediately.
8. Disciplinary action will be taken if I do not report the lost or stolen card to my Department Director & Purchasing Card Administrator in Finance.
9. I agree to pay for items purchased with the credit card if I do not submit detail receipts of items purchased.
10. The credit card issued to me will be suspended if I do not submit receipts **all** receipts detailing the items purchased with the credit card.

Gregory Jacobs
Cardholder Name (Print)

1746
Last 4 digits on card

[Signature]
Cardholder Signature

3/27/20
Date

COMMISSION
Department Name

MAYOR
Department Director Name

[Signature]
Department Director Signature

3/27/20
Date

Cc: Personnel File
Finance Department

Memo of Understanding

Subject: Travel Policy

Effective Date: May 31, 2011

Purpose:

To provide guidelines for reimbursement of travel expenses.

Policy:

Travelers will be reimbursed for reasonable expenses incurred while on Town business as determined by Town Commission.

Meals:

Receipts for meal expenses must be included with reimbursement request if expenses exceed the per diem rate allowance of \$10 for breakfast, \$15 for lunch, and \$25 for dinner.

Mileage:

Travelers using their personal vehicle will be reimbursed the current standard IRS mileage rate for the round trip distance to the destination point. The current IRS rate as of May 31, 2011 is 55 cents per mile for business miles driven. Necessary related expenses will be reimbursed with proper receipts.

Lodging:

Lodging expenses will be reimbursed for lodging. Hotel receipts must be submitted with reimbursement request. Programs held within 50 miles from the Town of Pembroke Park require prior approval from the Town Commission for hotel reimbursement.

Airfare:

Travelers will be reimbursed for the full cost of their airline ticket upon submission of a copy of the airline ticket with reimbursement request. The lowest available fare is recommended.

Miscellaneous:

The travelers will be reimbursed for mileage to and from the airport when a personal car is used. Taxi fare to and from the airport will be reimbursed with receipts. Travelers will not get reimbursed for alcoholic beverage expenses incurred while on Town business.

LAW OFFICES
RYAN & RYAN, LLC
THIRD FLOOR
700 EAST DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA 33004-3090


ARCHIE J. RYAN, III
TIMOTHY M. RYAN
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**Board Certified City,
County and Local
Government Lawyer*

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www.ryanlawfl.com

MEMORANDUM

To: Ashira Mohammed, Mayor
Howard P. Clark, Jr., Vice Mayor
Georgina Cohen, Commissioner
Emma Shoaff, Commissioner
Robert A. Levy, Town Manager
Georgina Rodriguez, Budget and Finance Director
Natasha Joseph, Assistant Town Manager/Deputy Town Clerk

From: Christopher J. Ryan 

Re: Reimbursement for Traveler Per Diem and Travel Expenses

Our File Number: 23833E

Date: April 26, 2017

The Town Commission recently requested an opinion from our law firm as counsel for the Town as to whether the Town Commission may authorize reimbursement for meals for Pembroke Park travelers at a amount in excess of those established by Section 112.061(6), Florida Statutes. This issue was addressed in Florida Attorney General Opinion 2003-01 dated January 3, 2003, which summarized the Statute as follows:

Section 112.061(6), Florida Statutes, applies to municipalities and controls the maximum rates of per diem and subsistence allowance to be paid to officers, employees or others authorized to act on behalf of the municipality. While a municipality may legislate on the subject of per diem and subsistence allowances for governmental travelers, the rates established by section 112.061(6), Florida Statutes, may not be exceeded.

The Attorney General Opinion states that the Florida Legislature enacted Section 112.061(6) "to ensure uniformity for all state and local officials and employees traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide state business, which convention, conference or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business."

The rates established for reimbursements in Section 112.061(6), Florida Statutes, have increased since the Attorney General Opinion was issued in 2003, however, the language of the statute has not been amended which would allow for the Town to pay a Town traveler for expenses which exceed the current rates.¹

Therefore, it is my opinion that Section 112.06(6), Florida Statutes, applies to Town travelers and controls the maximum rates of per diem and subsistence allowances for officers or employees or others authorized to act on behalf of the Town, and the Town Commission may not authorize payment in excess of the state established rates.

CJR/ks

¹ RATES OF PER DIEM AND SUBSISTENCE ALLOWANCE.- For purposes of reimbursement rates and methods of calculation, per diem and subsistence allowances are provided as follows:

(a) All travelers shall be allowed for subsistence when traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide state business, which convention, conference, or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business, either of the following for each day of such travel at the option of the traveler:

1. Eighty dollars per diem; or

2. If actual expenses exceed \$80, the amounts permitted in paragraph (b) for subsistence, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.

When lodging or meals are provided at a state institution, the traveler shall be reimbursed only for the actual expenses of such lodging or meals, not to exceed the maximum provided for in this subsection.

(b) All travelers shall be allowed the following amounts for subsistence while on Class C travel on official business as provided in paragraph (5) (b):

1. Breakfast. \$6

2. Lunch. \$11

3. Dinner. \$19

(c) No one, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state.

OIG 22-007-M

COMPOSITE EXHIBIT 7



TOWN OF PEMBROKE PARK

Town Travel Policy

RE: Travel Policy POLICY: 2023.04.18
 EFFECTIVE DATE #: April 26, 2023 UPDATED: _____

Attendance of Town employees, including full-time, and elected or appointed commissioners at professional meetings and training courses benefits them, the Town and, therefore, the performance of public purpose through increased awareness of technical and administrative developments through the exchange of ideas with their peers. Additionally, travel may be part of an employee’s official duties.

OBJECTIVES:

To provide reasonable, systematic means by which travel for Town purposes may be approved and controlled, consistent with efficient and economical operation.

To standardize travel costs and policies for Town employees and commissioners regardless of funding source or purpose of trip.

RESPONSIBILITIES:

1. **OFFICIAL BUSINESS** – Travel on official business, whether local or overnight, must be authorized by a department head for his/her staff or the Town Manager for his/her direct staff and elected commissioners.

2. **REIMBURSEMENT**
 - a. Employees/commissioners travelling on Town business, in or out of the State, will be reimbursed for trip expenses as indicated in this regulation.

 - b. **Eligible expenses:** Employees/Commissioners traveling on Town business shall receive transportation and registration at actual cost and lodging and meals at per diem rates as provided in the following link to the Federal GSA website <https://www.gsa.gov/travel/plan-book/per-diem-rates>. In the case that an official or employee is attending a conference or meeting on Town business, the sponsor venue rate will supersede the GSA rate. To minimize travel expenses, the attendee may stay in the hotel where the conference meeting is

taking place if, after review, it is deemed to be in the best interest of the Town to minimize travel expenses. meals will be allocated as a percentage of the per diem rate as follows: Breakfast – 15%, Lunch – 30%, and Dinner 55%.

If the registration cost includes a full meal, e.g., a standard breakfast, lunch or dinner, or the employee/official requests on the travel form the cost of a ticker to attend a formal banquet as part of the trip, then the respective portion of the per diem will be disallowed based on the percentage above. Other reasonable travel expenses, such as taxi fares, tolls, parking fees and registration fees will be reimbursed at actual cost.

- c. **Guests:** The Town is not responsible for any of the costs of a traveler's guests. All expenses related to a traveler's guests are the responsibility of the traveler.

3. PAYMENT OF TRIP EXPENSES

- a. **Advances:** The Finance Director is authorized to make advances to employees/commissioners to cover the anticipated cost of the trip. The Finance Director will make such advances only upon receipt of the approved Travel Request Form and any related direct vouchers from the Budget and Finance Department. Such advances may include the anticipated cost of subsistence and travel of any person transported in the custody of a police officer in the performance of official duties.
- b. **Actual Expenses:** Within ten (10) working days after the traveler returns, the traveler shall complete a Travel Expense Report Form which itemizes actual trip expenses. Receipts for the traveler's expenses and, if applicable, for any person transported in the traveler's custody, must be included with the form. The form is to be submitted to the Budget and Finance Department for review and the signature of the Finance Director.

If the traveler received an advance greater than the actual expenses, the traveler shall return the excess funds to the Budget and Finance Department within five (5) working days of the traveler's return. If the traveler with reasonable cause expended more than estimated in the advance, the Finance Department as part of its review will prepare and issue a reimbursement check to the traveler.

The Town does not require receipts for meals purchased with advanced per diem funds. The only time the receipt is required is when the traveler pays with the Town's credit card.

4. COMPUTATION OF TRAVEL TIME

- a. Continuous travel of twenty-four (24) hours or more away from the Town, based on calendar day of midnight to midnight; the traveler shall be reimbursed from the time the trip begins to the time the traveler returns to the Town, for expenses as provided in section 2(B).

- b. Continuous travel of less than twenty-four (24) hours which involved overnight absence from the Town: In all cases, the travel period begins when the trip begins. The traveler shall be reimbursed for any expenses provided in Section 2(B).
 - c. Travel for short or day trips where the traveler is not away from the Town overnight: The traveler shall be reimbursed for any expenses as provided in section 2(B).
5. **MODE OF TRANSPORTATION** – The most economic method of transportation is recommended although consideration shall be given to the following factors:
- a. Purpose of trip
 - b. Work time to be missed by the traveler.
 - c. Number of persons making the trip
 - d. Amount of material or equipment being transported.

The department head will determine the most economical mode of transportation. In cases where the mode of transportation chosen by the traveler is not the most economical, the traveler will be responsible for payment of the difference between the mode chosen and the most economical mode.

In all cases to minimize travel expenses for the performance of a public purpose, the lowest practical common carrier rate will be used for purposes of travel and advanced reservation discounts, where applicable, will be used for reimbursement.

6. **PRIVATE VEHICLE**

Such travel, when approved, will be reimbursed by the method and the rates established on the GSA's Federal website. The employee, whether full-time, part-time, temporary, or volunteers, must provide the Budget and Finance Director with a certificate of insurance or a policy declaration page evidencing liability insurance coverage naming the Town as an additional insured. This insurance shall cover the private vehicle being used for the period it is used for travel on Town business. The minimum limits for this coverage shall be those established by the State of Florida for bodily injury and property damage.

7. **TOWN VEHICLES USED**

Often a Town vehicle will be considered the most economic mode of transportation for trips that are within the State and do not involve overnight stays. When Town vehicles are used, the traveler will contact the Finance Department to acquire a Town-issued credit card to purchase fuel while on the trip. The traveler must furnish a current copy of his/her Florida Driver's license to Finance or Human Resources for a driver's license check and clearance, prior to using a Town vehicle for travel.

Should a Town vehicle become disabled while being utilized for business travel within or outside of the Town of Pembroke Park limits, the employee shall notify the Town so that service can be provided. A towing service for Town vehicles requiring such a service outside the corporate limits of the Town of Pembroke Park shall be provided

by a private contractor procured under the direction of the Town Manager.

8. VACATION COMBINED WITH OFFICIAL TRAVEL

Travelers wishing to combine a vacation with a business or convention trip must have prior approval by the Department Head or the Town Manager if he/she reports directly to the Town Manager. Travelers traveling under such circumstances will be reimbursed at the roundtrip lowest practical common carrier rate to and from the Town-related trip location, regardless of the mode of transportation used or the actual trip destination(s). Actual expenses or per diem will be reimbursed for the actual conference period and travel time to and from conference location via common carrier. All other times will be charged as annual leave and expenses shall be borne by the traveler.

PROCEDURES

1. AUTHORIZATION TO TRAVEL

- a. At least fifteen (15) days in advance of the scheduled departure date, the traveler must fill out the Travel Request Form with estimated trip costs, attach the justification stating the performance of a public purpose, any written information or agenda related to the trip, sign the form, have his/her Department Head sign the form and submit the form to the Budget and Finance Department for review and signature from the Finance Director. If the nature of the trip is such that advance notice cannot be given, this step can be shortened or eliminated by notifying the Budget and Finance Department as soon as the travel necessity is known. The Budget and Finance Department will collaborate with staff to expedite the request.
- b. For travelers that directly report to the Town Manager or elected commissioners, the Travel Form must be signed by the Town Manager prior to final submission to the Budget and Finance department.

2. TRAVEL ARRANGEMENTS

- a. Once the trip is authorized, the Budget and Finance Department will issue any advance checks requested by the traveler (i.e., airfare, hotel, per diem, etc.) upon receipt of the approved direct voucher from the Budget and Finance Department.

3. TRAVEL EXPENSE REPORT

- a. Within ten (10) working days after the return, the traveler shall complete and sign the Travel Expense Report Form, have the Department Head countersign, and forward it to the Budget and Finance Department for review and Finance Director's signature. Receipts for lodging, registration fees, transportation and other expenses for which reimbursement is requested must be attached to the Travel Expense Report Form. **PER DIEM MEAL EXPENSES NEED NOT BE RECEIPTED.** The Budget and Finance Department may require explanation of any expenditures considered questionable and shall verify the amount of

reimbursement or amount due to the Town based on the provisions of this policy. The employee shall receive a validated copy of the report forms from the Budget and Finance Department after processing.

Juan Carlos (JC) Jimenez, Town Manager

Date



TOWN OF PEMBROKE PARK

3150 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 - Fax (954)966-5186

REGULAR COMMISSION MEETING MINUTES Wednesday, May 10, 2023 at 7:00 PM

Mayor Ashira Mohammed
Vice Mayor Erik Morrissette
Clerk Commissioner William Hodgkins
Acting Clerk Commissioner Kashem
Commissioner Geoffrey Jacobs

Town Manager JC Jimenez
Interim Town Attorney Jacob Horowitz
Town Clerk Marlen D. Martell

1 CALL TO ORDER MEETING CALLED TO ORDER AT 7:07PM

2 PLEDGE OF ALLEGIANCE LED BY MAYOR AND COMMISSIONERS

3 ROLL CALL The meeting was called to order at 7:07 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrissette, Vice Mayor; Williams Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager; Jacobs Horowitz, Interim Town Attorney; Marlen Martell, Town Clerk; David Howard, Chief of Police; Joseline Ramirez, Chief Code Enforcement Officer; Lucie Manzerolle, Building Manager; Mark Pakula, Information Technology Director; Suzi Reutlinger, Assistant to Town Clerk; Roy Brown, Finance & Budget Director; Babette Friedman, HR Director; Wade Douty, Sergeant; and Ra Shana Dabney-Donovan, Major

4 PRESENTATIONS / PROCLAMATIONS

1. Broward County Transit's PREMO (Premium Mobility Plan) network presentation - Barney McCoy, Barney L. McCoy, Assistant General Manager - Service and Strategic Planning, Broward County Transit (BCT).

BRIAN MCCOY SPOKE ON RECORD

2. Rebuilding Together Broward & Pembroke Park - Code Compliance Chief Ramirez

ROBIN MARTIN SPOKE ON RECORD

3. *National Public Works Week Proclamation May 21–27, 2023 “Connecting the World Through Public Works”*

MAYOR MOHAMMED READ THE TITLE OF PROCLAMATION INTO THE RECORD

4. Friday June 2, 2023 is proclaimed National Gun Violence Awareness Day - Moms Demand Action for Gun Sense

MARIA SWANSON SPOKE ON RECORD

5. The month of May is proclaimed as Jewish American History Month

MAYOR MOHAMMED READ THE PROCLAMATION INTO THE RECORD

6. May 2023 is Mental Health Awareness Month

MAYOR MOHAMMED READ BY TITLE ONLY THE PROCLAMATION INTO THE RECORD

7. April 30- May 6, 2023 celebrates Municipal Clerks Week

MAYOR MOHAMMED READ BY TITLE ONLY THE PROCLAMATION INTO THE RECORD

8. Asian American & Pacific Islander Heritage Month is celebrated in May 2023 - Acting Clerk Commissioner Kashem

ACTING CLERK COMMISSIONER WOULD LIKE TO PLAN AN EVENT FOR ASIAN AMERICAN & PACIFIC ISLANDER (AAPI) HERITAGE MONTH. MAYOR MOHAMMED CLARIFIED TO ACTING CLERK COMMISSIONERS REQUEST, THAT IF THERE IS NO COST TO CELEBRATE THE EVENT FOR AAPI, SHE CAN DO IT. ALL COMMISSIONERS WERE IN FAVOR

MAYOR MOHAMMED READ THE PROCLAMATION AS HAITIAN AMERICAN HERITAGE MONTH BY TITLE ONLY

CHANGES TO THE AGENDA

WITHDRAW 7.2 - RESOLUTION NO. 2023-006 ILA

9.4 RFP 23-02: WIND RETROFIT ROOF REPLACEMENT AT TOWN HALL

9.5 ARPA FUNDS

ADD 9.7 SUMMER HIATUS

9.8 CLIMATE PREPAREDNESS CONFERENCE

MOTION TO APPROVE THE AMENDED AGENDA MADE BY

CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

MARK VERTEFEUILLE SPOKE ON RECORD
 DWAYMON CASON SPOKE ON RECORD
 RON THURSTAN SPOKE ON RECORD
 TERRENCE MOHAMMED SPOKE ON RECORD

6 CONSENT AGENDA

1. Approval of Minutes - Town Clerk Martell
2. Additional Licenses for the Police department - IT Director Pakula
3. Renew Sonicwall Licenses
4. New Camera System for the Preserve and Behan Park

5. Planning and Zoning Board Members
 CURRENTLY WE HAVE THREE VACANCIES ON THE P&Z BOARD AND THREE MEMBERS FROM THE CHARTER REVIEW COMMITTEE HAVE AGREED TO VOLUNTEER FOR THE BOARD AND THEY ARE: PAULETTE WALKER, GARY SCHRADER AND EVELYN CUNNINGHAM IN ADDITION, BACKGROUND CHECKS WERE PROCESSED BEFORE BECOMING A CHARTER REVIEW COMMITTEE MEMBER.

Charter Review- Interim Town Attorney
 CHARTER REVIEW BOARD CONCLUDED ITS BUSINESS, TOWN CLERK TO SET UP A MEETING TO HAVE THEM COME IN AND PRESENT THEIR RECOMMENDATIONS.

**MOTION TO APPROVE CONSENT AGENDA
 MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE.
 MOTION PASSED 5-0.**

7 RESOLUTIONS

1. Designation of Commission oversight capacity - Interim Town Attorney Horowitz
 RESOLUTION NO. 2023-005
 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 15 OF THE TOWN CHARTER, DESIGNATING MEMBERS OF THE TOWN COMMISSION TO SERVE IN AN OVERSIGHT CAPACITY IN CHARGE OF THE TOWN'S POLICE SERVICES, FIRE SERVICES, PARKS DEPARTMENT AND PUBLIC WORKS DEPARTMENT; PROVIDING FOR

CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

MOTION THE ELECT ACTING CLERK COMMISSIONER KASHEM TO BE THE PARKS LIAISON MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

MOTION TO ELECT CLERK COMMISSIONER HODGKINS TO BE THE PUBLIC WORKS LIAISON MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

MOTION TO ELECT VICE MAYOR MORRISSETTE AS FIRE AND POLICE LIAISON

INTERIM TOWN ATTORNEY CAUTIONED THE COMMISSION REGARDING DUAL ROLE, THE MAYOR DULY NOTED THE COMMENT FROM THE INTERIM TOWN ATTORNEY.

MOTION TO ELECT VICE MAYOR MORRISSETTE AS FIRE AND POLICE LIAISON

APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

MAYOR MOHAMMED TO BE INVOLVED AND ENGAGED WITHIN THE POLICE DEPARTMENT

MOTION TO PASS RESOLUTION 2023-005 APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

2. **RESOLUTION NO. 2023-006 ILA** - Town Manager Jimenez, Interim Town Attorney Horowitz

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS OF THE TOWN OF PEMBROKE PARK TO EXECUTE THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA, ATTACHED HERETO AS EXHIBIT "A;" AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE ILA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

ITEM REMOVED FROM THE AGENDA

8 ORDINANCES

9 NEW BUSINESS

1. Purchase of two vehicles for CSA program previously approved on Feb 8, 2023

MOTION TO TABLE UNTIL NEXT MEETING MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION CARRIED.

MOTION TO WITHDRAW MOTION TO TABLE UNTIL NEXT MEETING MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

MOTION TO PURCHASE THE TWO VEHICLES AS FOR THE CSA PROGRAM

MOTION TO APPROVE THE PURCHASE OF TWO CSA VEHICLES MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 MAYOR ASHIRA MOHAMMED OPPOSED.

2. Travel and Per Diem policy - Mayor Mohammed

EXAMPLES ARE AVAILABLE UPON REQUEST TOWN MANAGER AND FINANCE DIRECTOR BROWN HAVE BEEN UPDATING THE POLICY TO MEET ALL STATUTE STATUTORY REQUIREMENTS, ONCE COMPLETED TOWN MANAGER JIMENEZ WILL FORWARD TO INTERIM TOWN ATTORNEY TO REVIEW AND COMPLIES, THEN BROUGHT TO THE COMMISSION FOR FINAL APPROVAL.

MOTION TO ADOPT THE TRAVEL POLICY MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

3. Moving access privileges to IT - Mayor Mohammed

I.T. DIRECTOR PAKULA PASSED OUT A HANDOUT (ATTACHED)

MOTION TO MOVE THE ACCESS PRIVILEGES BACK TO THE I.T. DEPARTMENT MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

4. RFP-23-02: Wind Retrofit Roof Replacement at Town Hall - Town Manager Jimenez

ITEM REMOVED FROM THE AGENDA

5. ARPA Funds - Commissioner Jacobs, Town Manager Jimenez
Town Manager to put a list together regarding projects to use ARPA funds.

ITEM REMOVED FROM THE AGENDA

6. Discussion and Possible Action - Continued Employment of Police Chief - Town Manager Jimenez, HR Director Friedman

MOTION TO CALL THE QUESTION MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

MOTION TO FOLLOW AND ACCEPT THE TOWN MANAGERS RECOMMENDATION TO TERMINATE WITHOUT CAUSE THE POLICE CHIEF OF POLICE, DAVE HOWARD MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

HR DIRECTOR FRIEDMAN WANTED TO ADD TO THE RECORD AS TO ANOTHER VIOLATION OF THE CODE OF CONDUCT IN THE INVESTIGATION ON COMMISSIONER JACOBS, THAT HE IS ATTACKING JC JIMENEZ, TOWN MANAGER; A FORMER EMPLOYEE WHO IS NOT LONGER EMPLOYED BY THE TOWN AND HERSELF, BABETTE FRIEDMAN, HR DIRECTOR. SHE COMMENTED " MOVING FORWARD, NOW THAT THE CHIEF OF POLICE IS TERMINATED, WHAT'S NEXT?"

MOTION TO APPOINT MAJOR RA-SHANNA DABNEY DONOVAN AS THE INTERIM ACTING CHIEF OF ADMINISTRATIVE FOR THE POLICE DEPARTMENT MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

MOTION TO APPOINT LIEUTENANT WADE DOUTY AS INTERIM ACTING OPERATIONS POLICE CHIEF FOR THE POLICE DEPARTMENT MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

7. Summer Hiatus- Mayor Mohammed

MOTION TO HAVE SUMMER HIATUS SET FOR JULY AND AUGUST WITH THE UNDERSTANDING THAT THERE WILL BE A WORKSHOP AT THE END OF AUGUST MADE BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

8. Climate Preparedness Conference - Mayor Mohammed

MOTION THAT ANY COMMISSIONER THAT WISHES TO ATTEND THE CLIMATE PREPAREDNESS CONFERENCE IN MAY FROM THE 18TH TO THE 20TH IN AN AMOUNT NOT TO EXCEED \$4,000.00 MADE BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

10 OLD BUSINESS

11 DISCUSSION

1. Commission assignment of Boards and Committees - Commissioner Mohammed
 Florida League Cities
 Broward League of Cities
 Metropolitan Planning Organization meeting are the 2nd Thursday of the month

CLERK COMMISSIONER HODGKINS WOULD LIKE TO REMAIN ON AS THE REPRESENTATIVE FOR THE MOP
 MAYOR MOHAMMED STATED FOR THE COMMISSIONERS TO PICK WHICH COMMITTEE THEY WOULD LIKE TO REPRESENT, AND LET THE CLERK KNOW

MOTION TO HAVE MAYOR MOHAMMED AS DIRECTOR, VICE MAYOR MORRISSETTE AS ALTERNATE AND CLERK COMMISSIONER HODGKINS AS SECOND ALTERNATE TO THE BACK UP ON THE BROWARD LEAGUE OF CITIES MADE BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION CARRIED.

2. Town Hall Generator - Commissioner Jacobs

LOOK INTO GENERATOR WITH A WRITTEN REPORT

12 ATTORNEY REPORTS LEGISLATIVE SESSION IS NOW CLOSED, MR. SIGERSON IS PREPARING LEGISLATIVE UPDATES TO THE COMMISSION. EFFECTIVE 2024 FORM 1 WILL NO LONGER APPLY TO ELECTED MUNICIPAL OFFICIALS. FORM 6 WILL BE A REQUIREMENT, WHICH IS A MORE DETAILED FINANCIAL INTEREST STATEMENT, BUT FORM 1 STILL APPLIES THIS YEAR. CODE ENFORCEMENT APPEAL FOR THE TOWN BEFORE THE CIRCUIT COURT REGARDING THE MAGISTRATES ORDER WAS UPHELD. ETHICS TRAINING REMINDER IS BEING HELD TUESDAY MAY 16 FROM 7PM TO 9PM.

13 TOWN MANAGER REPORTS TOWN MANAGER JIMENEZ WILL HAVE THE PROPOSAL FOR THE FORENSIC AUDIT AT THE NEXT WORKSHOP. HE WILL BE ATTENDING THE FLORIDA LEAGUE OF CITIES MANAGERS ASSOCIATION WORKSHOP IN ORLANDO.

14 COMMISSION REPORTS Commissioner Jacobs - COMMISSIONER JACOBS STATED THAT HE CAME FORWARD AS A WHISTLEBLOWER REGARDING 2.3 MILLION DOLLARS MISSING AND STILL UNACCOUNTED FOR, AND STATED THAT THE FLORIDA STATE ATTORNEY GENERALS OFFICE NEEDS TO INVESTIGATE. HE PROCEEDS TO SAY THAT BAMBOO PARADISE HAD THE WATER DRAINAGE AND SEWER REDONE AT THE TAXPAYERS EXPENSE, AND THAT SW30TH AND THE CURRENT MAYOR ALSO HAD CORRECTIONS. HE STATED THAT THESE AREAS DO NOT HAVE ANY INFRASTRUCTURE ISSUES WHILE THE REST OF THE TOWN IS FAILING, AND IF LIFT STATION 17 IS LOST, WE WILL LOSE THE ELEMENTARY SCHOOL. VICE MAYOR MORRISSETTE STATED THAT THERE ARE A LOT OF

PROBLEMS AS COMMISSIONER JACOBS SAID BUT WE NEED TO MOVE FORWARD. TOWN MANAGER TO PROVIDE START UP AND EXPIRATION DATES ALONG WITH THE EXTENSIONS AND THEIR CURRENT STATUS OF THE EIGHT (8) GRANTS.

MAYOR MOHAMMED ADDRESSED COMMISSIONER JACOBS CONCERNS STATING THAT HIS ALLEGATIONS REGARDING THE PURCHASE OF A 100 GRAND PUMP IS FALSE. SHE WENT ON TO SAY THAT HE IS MIX-MASKING FACTS. TOWN CLERK MARTELL TO SCHEDULE A MEETING TO FACT CHECK AND CLEAR UP EVERYTHING BEING SAID. FOR THE RECORD, MAYOR MOHAMMED HELD UP A PICTURE OF TERENCE MCKENNA (ATTACHED) TO CLARIFY ANY ALLEGATIONS REGARDING FALSELY ACCUSING THE MAYORS BROTHER OF HARASSING COMMISSIONER JACOBS.

MAYOR MOHAMMED STATED THAT SHE WOULD LIKE TO LET THE RESIDENTS KNOW THAT THE WEBSITE HAS BEEN UPDATED SO RESIDENTS CODE VIOLATIONS CAN BE VIEWED.

15 ANNOUNCEMENTS

1. Special Magistrate Hearing, Wednesday, May 17, at 9:00 AM
 Workshop Commission meeting, Wednesday, May 24, at 6:00 PM
 Food Drive, Saturday, June 3, at 11:00 AM
 Regular Commission meeting, Wednesday, June 14, at 7:00 PM
 Special Magistrate Hearing, Wednesday, June 21, at 9:00 AM

16 ADJOURNMENT WITH NO FURTHER BUSINESS MEETING
 ADJOURNED AT 9:16PM

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (tdd).

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission

Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

Town of Pembroke Park
Regular Commission Meeting
May 10, 2023



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, May 10, 2023
Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. PRESENTATIONS / PROCLAMATIONS	
4.1. Broward County Transit's PREMO (Premium Mobility Plan) network presentation - Barney McCoy, Barney L. McCoy, Assistant General Manager - Service and Strategic Planning, Broward County Transit (BCT). Broward County presentation -PREMO Network Briefing	5 - 39
4.2. Rebuilding Together Broward & Pembroke Park - Code Compliance Chief Ramirez Rebuilding Together Broward and Pembroke Park - Pdf	40 - 50
4.3. <i>National Public Works Week Proclamation May 21–27, 2023</i> <i>“Connecting the World Through Public Works”</i> 2023 Revised Public Services week	51
4.4. Friday June 2, 2023 is proclaimed National Gun Violence Awareness Day - Moms Demand Action for Gun Sense 2023 REVISED Moms demand action for Gun sense	52 - 53
4.5. The month of May is proclaimed as Jewish American History Month Jewish May 2023	54
4.6. May 2023 is Mental Health Awareness Month 2023 Mental Health Month	55
4.7. April 30- May 6, 2023 celebrates Municipal Clerks Week 2023 Clerks Week	56
4.8. Asian American & Pacific Islander Heritage Month is celebrated in May 2023 - Acting Clerk Commissioner Kashem Proclamation 2023 Asian American Pacific Islander Heritage Month	57
5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
6. CONSENT AGENDA	

6.1.	Approval of Minutes - Town Clerk Martell 03 08 2023 REGULAR COMMISSION MEETING 03 16 2023 EMERGENCY COMMISSION MEETING 03 17 2023 EMERGENCY COMMISSION MEETING 03 22 2023 WORKSHOP COMMISSION MEETING 04 12 2023 REGULAR COMMISSION MEETING	58 - 80
6.2.	Additional Licenses for the Police department - IT Director Pakula Purchase upgrade. Agenda Item Report - AIR-23-039 - Pdf	81 - 82
6.3.	Renew Sonicwall Licenses - IT Director Pakula Approve Renewal Agenda Item Report - AIR-23-040 - Pdf	83 - 85
6.4.	New Camera System for the Preserve and Behan Park - IT Director Pakula Approve new system. Agenda Item Report - AIR-23-034 - Pdf	86 - 186
6.5.	Planning and Zoning Board Members - Town Clerk Martell Approval of three residents to be appointed to the Planning and Zoning Board and they are: Paulette Walker, Gary Schrader and Evelyn Cunningham.	
7.	RESOLUTIONS	
7.1.	Designation of Commission oversight capacity - Interim Town Attorney Horowitz RESOLUTION NO. 2023-005 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 15 OF THE TOWN CHARTER, DESIGNATING MEMBERS OF THE TOWN COMMISSION TO SERVE IN AN OVERSIGHT CAPACITY IN CHARGE OF THE TOWN'S POLICE SERVICES, FIRE SERVICES, PARKS DEPARTMENT AND PUBLIC WORKS DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE 2023-005 Designation of oversight by Commissioners	187 - 189
7.2.	RESOLUTION NO. 2023-006 ILA - Town Manager Jimenez, Interim Town Attorney Horowitz A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS OF THE TOWN OF PEMBROKE PARK TO EXECUTE THE INTERLOCAL AGREEMENT FOR SOLID WASTE	190 - 227

**DISPOSAL AND RECYCLABLE MATERIALS PROCESSING
 AUTHORITY OF BROWARD COUNTY, FLORIDA, ATTACHED
 HERETO AS EXHIBIT "A;" AUTHORIZING THE TOWN MANAGER
 TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE ILA;
 PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY;
 AND PROVIDING AN EFFECTIVE DATE.**

[2023-006 ILA](#)

[2023-006 Exhibit 1 Interlocal Agreement for Solid Waste Disposal and
 Recyclable Materials Processing Authority of Broward County Florida -
 5-2-23](#)

8. ORDINANCES

9. NEW BUSINESS

- 9.1. Purchase of two vehicles for CSA program previously approved on Feb 8, 2023 - Police Chief Howard 228 - 235

Staff recommends purchase thru the ARPA program rather than Lease

[Agenda Item Report - AIR-23-045 - Pdf](#)

- 9.2. Travel and Per Diem policy - Mayor Mohammed 236 - 240
 Examples are available upon request

[Finance Travel Policy 4-18-23](#)

- 9.3. Moving access privileges to IT - Mayor Mohammed 241

[REVISED Mayor Agenda Request Form - Access IT 4 23](#)

- 9.4. RFP-23-02: Wind Retrofit Roof Replacement at Town Hall - Town Manager Jimenez

Upon reviewing the bids, staff has determined the lowest bid to be unresponsive as they did not include a number of required items in their bid. Staff therefore recommends awarding the contract to the second low bidder Total Roofing Systems in the amount of \$199,760.

- 9.5. ARPA Funds - Town Manager Jimenez 242

[Town Manager TPP - ARPA DrawDown](#)

- 9.6. Discussion and Possible Action - Continued Employment of Police Chief - Town Manager Jimenez, HR Director Friedman 243 - 251

[Howard - Chief Contract - RE](#)

10. OLD BUSINESS

11. DISCUSSION

- 11.1. Commission assignment of Boards and Committees - Commissioner Mohammed 252 - 260
 Florida League Cities
 Broward League of Cities

Metropolitan Planning Organization meeting are the 2nd Thursday of the month

[FLC Committees 22-23 Legislative Policy Process](#)

[FLC FAST & Advocacy committee](#)

[AM League of cities calendar of events](#)

[BLC 23-24 Board Request Appointment](#)

[BLC Attendance 22-23](#)

11.2. Town Hall Generator - Commissioner Jacobs

12. ATTORNEY REPORTS

13. TOWN MANAGER REPORTS

14. COMMISSION REPORTS

Commissioner Jacobs

Acting Clerk Commissioner Kashem

Clerk Commissioner Hodgkins

Vice Mayor Morrisette

Mayor Mohammed

15. ANNOUNCEMENTS

15.1. Special Magistrate Hearing, Wednesday, May 17, at 9:00 AM

Workshop Commission meeting, Wednesday, May 24, at 6:00 PM

Food Drive, Saturday, June 3, at 11:00 AM

Regular Commission meeting, Wednesday, June 14, at 7:00 PM

Special Magistrate Hearing, Wednesday, June 21, at 9:00 AM

16. ADJOURNMENT

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN CLERKS OFFICE AT 954-966-4600 AT LEAST TWO CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED PLEASE CONTACT THE FLORIDA RELAY SERVICES BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD)

DECORUM - ALL COMMENTS MUST BE ADDRESSED TO THE COMMISSION AS A BODY AND NOT TO INDIVIDUALS. ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS, OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COMMISSION, SHALL BE BARRED FROM FURTHER AUDIENCE BEFORE THE COMMISSION BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE COMMISSION IS GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR IN OPPOSITION TO A SPEAKER OR HIS/HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBERS. PLEASE MUTE OR TURN OFF YOUR CELL PHONE OR PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING. PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.

Marlen D. Martell
Town Clerk

Regular Commission Meeting
May 10, 2023



SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN GEOFFREY JACOBS
Sub Account Number	4484 6100 0620 1746
Statement Closing Date	01/03/22
Next Statement Date	02/03/22

For Customer Service Call:
800-231-5511

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Monthly Spending Limit*	\$7,500
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*Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary

Purchases and Other Charges	+	\$3,332.94
Cash Advances	+	\$0.00
Credits	-	\$0.00
Statement Total		\$3,332.94

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
12/07	12/08	2413746AMEJ822PBA	TST* GG'S WATERFRONT HOLLYWOOD FL		1,600.00
12/10	12/10	2469216AR2XX3R40P	AMZN Mktp US*XQ50U4ID3 Amzn.com/billWA		96.38
12/11	12/12	2401134AT000NT8PD	CANVA* I03266-12733123 HTTPSCANVA.CODE		119.99
12/14	12/15	2469216AW2X6A0YPK	APPLE.COM/BILL 866-712-7753 CA		0.99
12/18	12/19	2413746B0EJPDR07K	TST* GG'S WATERFRONT HOLLYWOOD FL		1,000.40
12/20	12/21	2475542B33K23DE9T	OLLIES BARGAIN OUTLET 344WEST PALM BCHFL		349.47
12/20	12/22	2469216B32Y1ELZDV	PARTY CITY 315 HOLLYWOOD FL		86.62
12/21	12/22	2403454B3021R65PD	MARATHON PETRO49254 PEMBROKE PARKFL		46.99
12/21	12/23	2431605B4FZ4A9334	SHELL OIL 57544588601 MIRAMAR FL		32.10
01/03	01/03	000000000000COMPC	TOTAL PURCHASES	\$3,332.94	
			TOTAL	\$3,332.94	

All transactions detailed above have been billed to the company control account.

Wells Fargo News

The Business Elite Online Reporting® service that is currently housed on a third-party site has moved to Wells Fargo Online Banking. All previously saved reports on the third-party site must be downloaded and saved by 1/31/2022. Effective February 1, 2022 the reporting service will only be available through Wells Fargo Online Banking and you will no longer have access to reports that were saved on the previous site.

To access Business Elite card reports, sign on to Wells Fargo Business Online:

- Then select "Accounts"
- Under "Manage Cards", select "Business Credit Card Center"
- Then go to "Spending Reports"

Visit the Business Credit Card Center and start simplifying your expense tracking today.

See reverse side for important information.

Joy Brown

From: Geoffrey Jacobs
Sent: Friday, December 18, 2020 9:56 AM
To: Joy Brown
Subject: Fwd: We're processing your order W783056639

Thank you,

Mayor Geoffrey Jacobs

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023
Office (954) 966-4600
GJacobs@tppfl.gov

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From: Apple Store <your_order_US@orders.apple.com>
Sent: Monday, November 23, 2020 2:34:52 PM
To: Geoffrey Jacobs <gjacobs@tppfl.gov>
Subject: We're processing your order W783056639



Thank you for your order.

We'll let you know when your items are on their way.

Your delivery date reflects no-contact safeguards put in place to protect employees, delivery partners, and customers. We appreciate your patience.

Order Number: W783056639

Ordered on: Nov 23, 2020

Items to be Shipped

Shipment 1

Ships: 1–2 business days

Delivers: Delivers Dec 7 - Dec 8 by Standard Delivery



Personalized AirPods Pro

\$249.00

Qty 1

\$249.00

Engravings

FREE

MAYOR GEOFFREY JACOBS

Shipping Address:

Mayor Geoff Jacobs

••••••••62

Town of Pembroke Park

3150 SW 52nd Avenue

Pembroke Park FL 33023

United States

Shipment Notifications:

[gjacobson@tppl.gov](mailto:gjacobs@tppl.gov)

Billing and Payment

Billing Contact:

Geoffrey Jacobs

••••••••62

[gjacobson@tppl.gov](mailto:gjacobs@tppl.gov)

Billing Address:

3150 SW 52nd Avenue

Pembroke Park FL 33023-5413

United States

Subtotal	\$249.00
Free Shipping	\$0.00
Estimated Tax	\$17.43
Order Total	\$266.43

Questions

When will I get my items?

The shipping estimates above tell you when your items are expected to arrive. As each item leaves our warehouse, we'll email you with delivery and tracking information.

Ordered more than one item? You'll get a separate email as each item ships. There are no additional shipping fees for these items.

How do I view or change my order?

Go to [Order Status](#), then sign in to add your order to your Apple ID. You can make changes to, return, or cancel eligible items there. To learn more about shipping, changing, or returning orders, please visit the [Help](#) page.

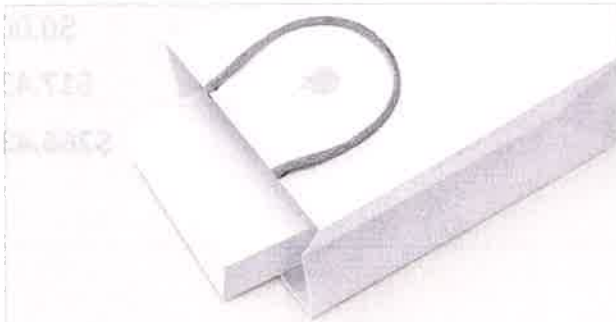
You can also call Apple Customer Service at 800-692-7753, Monday through Friday from 5:00 a.m. to 8:00 p.m. and Saturday and Sunday from 7:00 a.m. to 4:00 p.m. Pacific time. Please have your order number available.



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JC/McCoy

BurgerFi
1955 E Hallandale Beach Blvd.
Hallandale, FL 33009
954.455.0536

Merchant ID :
TERMINAL ID : 1
Check # : 3645
Tab # : 0
 : JEF
 : 103 Rashad
Acct # : XXXXXXXXXXXX1746
Expiry Date : **/**
Card Type : VISA
Trans Type : PURCHASE
Trans Date : 4/28/2021
Trans Time : 1:06 PM
Entry Mode : Chip
Auth Code : 028326
Resp Code : 00
Mode : Issuer
AID : A0000000031010
ARC : 00
TVR : 0000008000
TSI : E800
IAD : 06011203602002

TOTAL : USD\$ 42.04

00 APPROVED - THANK YOU 000

X _____
Signature

I Agree to pay total amount as
per the Card Issuer Agreement.
CUSTOMER COPY

103 Rashad F

Chk # JEF Gst 0
Apr. 26 '21 01:04PM

1 BAD Burger	8.77
1 Freestyle Soda	2.97
1 Kids Cheese Kids Fry Kids Freestyle	7.97
1 Jr BFi Cheese	6.47
1 Reg Fries Urban Style	5.67
1 Reg Fries	4.47
1 Freestyle Soda	2.97
AT028326 XXX1746 Visa	42.04
Subtotal	39.29
Tax Total	2.75
Payment Made	42.04

THE BURGERFICATION OF
THE NATION HAS BEGUN!!