

TABLE OF CONTENTS

ARTICLE 3-4 GENERAL PROCUREMENT PROVISIONS	2
§ 3-4-1 Applicability	2
§ 3-4-2 Supplementary general principles of law applicable.....	2
§ 3-4-3 Definitions	3
§ 3-4-4 Definitions – Electronic Bidding	9
§ 3-4-5 Authority of the Procurement Manager	10
§ 3-4-6 Delegation of authority by the Procurement Manager.....	11
§ 3-4-7 Authority to contract for certain professional services; continuity of services	12
§ 3-4-8 Procurements involving a prescribed amount.....	13
§ 3-4-9 Cooperative Procurement.....	14
§ 3-4-10 Compliance with federal requirements	15
§ 3-4-11 On-line Solicitations	15
§ 3-4-12 Contract clauses	16
§ 3-4-13 Change order.....	17
§ 3-4-14 Contracts in the best interest of the City	17
§ 3-4-15 Long term contracts	18
§ 3-4-16 Rules for protesting solicitations and contract awards.....	19
§ 3-4-17 Rules for suspension and debarment of contractors.....	20
§ 3-4-18 Debarment and suspension of contractors.....	20
§ 3-4-19 Appeal.....	24
§ 3-4-20 Violation; penalty; enforcement authority	24
ARTICLE 3-5 SOURCE SELECTION.....	24
§ 3-5-1. Definitions	24
§ 3-5-2 Methods of source selection.....	25
§ 3-5-3 Pre-qualification of contractors.....	26
§ 3-5-4 Bid and contract security	26
§ 3-5-5 Right to inspect plant	26
§ 3-5-6 Right to audit records.....	27
§ 3-5-7 Reporting of anticompetitive practices	27
§ 3-5-8 Retention of procurement records.....	27
§ 3-5-9 Competitive sealed bidding.....	27
§ 3-5-10 Competitive sealed proposals	36
§ 3-5-11 Cancellation of invitation for bids or requests for proposals	37
§ 3-5-12 Responsibility of bidders and offerors	37
§ 3-5-13 Sole source and single source procurement	37
§ 3-5-14 Emergency procurements.....	38
§ 3-5-15 Competition Impracticable Procurement	39
§ 3-5-16 Request for information	40
§ 3-5-17 Demonstration projects	40
§ 3-5-18 Unsolicited proposals.....	41
§ 3-5-19 General Services Administration (GSA) contracts	42
§ 3-5-20 Procurement of Construction and Specified Professional Services	43
§ 3-5-21 Cost principles rules.....	43
§ 3-5-22 Approval of accounting system.....	43
§ 3-5-23 Cost or pricing data.....	43
ARTICLE 3-6 MATERIAL MANAGEMENT.....	45
§ 3-6-1 Definitions	45
§ 3-6-2 Property Administrator	45
§ 3-6-3 Surplus property management rules.....	46
§ 3-6-4 Disposition of Real Property.....	47

City of Goodyear Procurement Code (with regulations)

ARTICLE 3-4 GENERAL PROCUREMENT PROVISIONS

§ 3-4-1 Applicability

- A. **Articles 3-4, 3-5, and 3-6** comprise the City of Goodyear’s procurement code, and the use of the term “Article” in Goodyear’s procurement code will include **Articles 3-4, 3-5, and 3-6**.
- B. The purpose of this Article is to provide for oversight, accountability and good stewardship in the use of city resources. This Article shall govern the purchase of any goods or services for or on behalf of the City, including, but not limited to, the purchase of equipment, material, supplies, services and public improvements.
- C. This Article applies to all expenditures by the City, and all expenditures shall be made with prior City Council approval. Prior Council approval exists when the expenditure has been provided for in the current budget as adopted and the funds are available without limitation or restriction, or Council may designate prior approval by way of resolution as provided for in **Section 3-4-8**. This Article also applies to the disposal of City materials.
- D. This Article does not apply to either grants as defined in this Article, or contracts between the City and other governments, except as provided in **Section 3-4-9**.
- E. The provisions of this Article are not applicable to contracts or arrangements for testimony relating to an existing or probable judicial proceeding in which the City is or may become a party; to contracts for special investigative services for law enforcement purposes; or to contracts for professional services as defined in **Section 3-4-3**, except as may be provided in **Section 3-4-7**.
- F. Agreements negotiated by legal counsel representing the City in settlement of litigation or threatened litigation are exempt from the provisions of this chapter, except as may be provided in **Section 3-4-7**.

A.R.S. § 41-2501 with changes.

R3-4-1 *n/a*

§ 3-4-2 Supplementary general principles of law applicable

Unless displaced by the particular provisions of this Article, the principles of law and equity, the common law of contracts as applied in the City and law relative to agency, fraud, misrepresentation, duress, coercion and mistake supplement the provisions of this Article.

A.R.S. § 41-2504, with changes.

R3-4-2.01 Confidential Information

- A. *If a person wants to assert that a person’s offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this*

assertion. A person shall clearly designate any trade secret and other proprietary information, using the term “confidential”. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

- B. Until a final determination is made under subsection (C), the Procurement Manager shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by the Procurement Manager to have a legitimate City interest.*
- C. Upon receipt of a submission, the Procurement Manager shall make one of the following written determinations:
 - 1. The designated information is confidential and the Procurement Manager shall not disclose the information except to those individuals deemed by the Procurement Manager to have a legitimate City interest.*
 - 2. The designated information is not confidential; or*
 - 3. Additional information is required before a final confidentiality determination can be made.**
- D. If the Procurement Manager determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the City Manager.*
- E. The Procurement Manager may release information designated as confidential under subsection (A) if:
 - 1. A request for review is not received by the City Manager within the time period specified in the notice; or*
 - 2. The City Manager and the City Attorney concur, after review, and make a written determination that the designated information is not confidential.**

R3-4-2.02 Authorization of Electronic Transactions

- A. An electronic media transaction, involving an electronic record or electronic signature, is authorized if the transaction is consistent with state law.*
- B. The Procurement Manager may limit the use of electronic transactions, based on consideration of the best interest of the City.*

§ 3-4-3 Definitions

This Article includes these definitions, definitions for online bidding in **Section 3-4-4**, and definitions for source selection under **Section 3-5-1**. Unless the context otherwise requires:

- 1. “Affiliate” means any person effectively controlling or controlled by another or associated with others under common ownership or control.
- 2. “Aggregate dollar amount” means purchase price, including taxes and delivery charges, for the term of the contract and accounting for all allowable extensions and options.
- 3. “Alternate project delivery methods” means design-build, construction-management-at-risk, and job-order-contracting construction services.
- 4. “Amendment” means any written alteration in the terms and conditions of any contract accomplished by mutual action of the parties to the contract, or by unilateral action as permitted by the terms of the contract.

5. "Award" means a determination by the City that it is entering into a contract with one or more offerors.
6. "Bid" means an offer in response to solicitation.
7. "Bidder" has the same definition as that of "offeror."
8. "Brand name or equal specification" means a written description that uses one or more manufacturers' product name or catalog item, to describe the standard of quality, performance, and other characteristics that meet state requirements and provides for submission of equivalent products or services.
9. "Brand name specification" means a written description limited to a list of one or more items by manufacturers' product name or catalog item to describe the standard of quality, performance, and other characteristics that meet state requirements.
10. "Architect services" means those professional architect services that are within the scope of architectural practice as provided in Arizona Revised Statutes (A.R.S.), Title 32, Chapter 1.
11. "Business" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or other private legal entity.
12. "Change order" means a written order which is signed by the Procurement Manager and which directs the contractor to make changes that Procurement Manager determines is in the best interests of the City.
13. "City" City means City of Goodyear.
14. "Competitive range" means the range determined on the basis of the criteria stated in the solicitation and shall include all offers that have a reasonable chance of being selected for award.
15. "Construction":
 - a. Means the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any public real property.
 - b. Does not include:
 - i. The routine operation, routine repair or routine maintenance of existing facilities, structures, buildings or real property.
 - ii. The investigation, characterization, restoration or remediation due to an environmental issue of existing facilities, structures, buildings or real property.
16. "Construction-manager-at-risk" means a project delivery method in which:
 - a. There is a separate contract for design services and a separate contract for construction services.
 - b. The contract for construction services may be entered into at the same time as the contract for design services or at a later time.

- c. Design and construction of the project may be in sequential phases or concurrent phases.
 - d. Finance services, maintenance services, operations services, preconstruction services and other related services may be included.
- 17. "Construction services" means either of the following for construction-manager-at-risk, design-build and job-order-contracting project delivery methods:
 - a. Construction, excluding services, through the construction-manager-at-risk or job-order-contracting project delivery methods.
 - b. A combination of construction and, as elected by the City Department, one or more related services, such as finance services, maintenance services, operations services, design services and preconstruction services, as those services are authorized in the definitions of construction-manager-at-risk, design-build or job-order-contracting in this section.
- 18. "Contract" means all types of City agreements, regardless of what they may be called, for the procurement of materials, services, construction. or the disposal of materials.
- 19. "Contract modification" means any written alteration in the terms and conditions of any contract accomplished by mutual action of the parties to the contract.
- 20. "Contractor" means any person who has a contract with a City Department.
- 21. "Cooperative purchasing" means procurement conducted by, or on behalf of, more than one public procurement unit.
- 22. "Cost data" means information concerning the actual or estimated cost of labor, material, overhead, and other cost elements that have been incurred or will be incurred by the offeror or contractor in performing the contract.
- 23. "Cost-plus-a-percentage-of-cost contract" means the parties to a contract agree that the fee will be a predetermined percentage of the cost of work performed and the contract does not limit the cost and fee before authorization of performance.
- 24. "Cost-reimbursement contract" means a contract under which a contractor is reimbursed for costs which are reasonable, allowable and allocable in accordance with the contract terms and the provisions of this Article, and paid a fee, if provided for in the contract.
- 25. "Data" means documented information, regardless of form or characteristic.
- 26. "Day" means a calendar day, unless otherwise specified in the solicitation or contract.
- 27. "Debarment" means an action taken by the Procurement Manager that prohibits a person from participating in the City's procurement process.
- 28. "Department": Department means a subdivision or unit within the City as set forth in its organizational chart.
- 29. "Design-bid-build" means a project delivery method in which:

- a. There is a sequential award of two separate contracts.
 - b. The first contract is for design services.
 - c. The second contract is for construction.
 - d. Design and construction of the project are in sequential phases.
 - e. Finance services, maintenance services and operations services are not included.
30. "Design-build" means a project delivery method in which:
- a. There is a single contract for design services and construction services.
 - b. Design and construction of the project may be in sequential phases or concurrent phases.
 - c. Finance services, maintenance services, operations services, preconstruction services and other related services may be included.
31. "Design requirements":
- a. Means at a minimum the City Department's written description of the project or service to be procured, including:
 - i. The required features, functions, characteristics, qualities and properties.
 - ii. The anticipated schedule, including start, duration and completion.
 - iii. The estimated budgets applicable to the specific procurement for design and construction and, if applicable, for operation and maintenance.
 - b. May include:
 - i. Drawings and other documents illustrating the scale and relationship of the features, functions and characteristics of the project, which shall all be prepared by an architect or engineer, as appropriate, who is registered pursuant to A.R.S. § 32-121.
 - ii. Additional design information or documents that the City Department elects to include.
32. "Design services" means architect services, engineer services or landscape architect services.
33. "Designee" means a duly authorized representative of the Procurement Manager.
34. "Eligible procurement unit" means a local public procurement unit, any other state, any agency of the United States, or a nonprofit educational or public health institution that is eligible under a cooperative agreement to use City contracts.
35. "Engineer services" means those professional engineer services that are within the scope of engineering practice as provided in A.R.S., Title 32, Chapter 1.
36. "Finance services" means financing for a construction services project.
37. "General Services Administration contract" means contracts awarded by the United States government general services administration.
38. "Grant" means the furnishing of financial or other assistance, including state funds or federal grant funds, by any City Department to any person for the purpose of supporting or stimulating educational, cultural, social or economic quality of life.

39. "Interested party" means an offeror or prospective offeror whose economic interest is affected substantially and directly by issuance of a solicitation, an award or loss of an award. Whether an offeror or prospective offeror has an economic interest depends upon the circumstances of each case.
40. "Job-order-contracting" means a project delivery method in which:
 - a. The contract is a requirements contract for indefinite quantities of construction.
 - b. The construction to be performed is specified in job orders issued during the contract.
 - c. Finance services, maintenance services, operations services, preconstruction services, design services and other related services may be included.
41. "Landscape architect services" means those professional landscape architect services that are within the scope of landscape architectural practice as provided in A.R.S., Title 32, Chap. 1.
42. "Local public procurement unit" means any political subdivision, any agency, board, department or other instrumentality of such political subdivision and any nonprofit corporation created solely for the purpose of administering a cooperative purchase under this Article.
43. "Maintenance services" means routine maintenance, repair and replacement of existing facilities, structures, buildings or real property.
44. "Materials":
 - a. Means all property, including equipment, supplies, printing, and insurance.
 - b. Does not include land, a permanent interest in land or real property, or leases of property.
45. "Negotiation" means an exchange or series of exchanges between the City and an offeror or contractor in which both parties intend to revise, in writing, an offer or contract, unless revision is specifically prohibited by these rules or statutes.
46. "Not susceptible for award" shall mean that an offer in response to a solicitation fails to meet one or more of the mandatory requirements of the solicitation, fails to comply with any required criteria specifically mentioned in the solicitation, or that the offer is not within the competitive range in comparison to other offers that meet the criteria set forth in the solicitation.
47. "Offer" means a response to a solicitation.
48. "Offeror" means a person that responds to a solicitation.
49. "Operations services" means routine operation of existing facilities, structures, buildings or real property.
50. "Owner" means the City of Goodyear.
51. "Person" means any corporation, business, individual, union, committee, club, other organization or group of individuals.

52. "Preconstruction services" means construction advice during the design phase.
53. "Price data" means information concerning prices, including profit, for materials, services, or construction substantially similar to the materials, services, or construction to be procured under a contract or subcontract. In this definition, "prices" refers to offered selling prices, historical selling prices, or current selling prices of the items to be purchased.
54. "Procurement":
 - a. Means buying, purchasing, renting, leasing or otherwise acquiring any materials, services, construction or construction services.
 - b. Includes all functions that pertain to obtaining any material, services, construction or construction services, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.
55. "Procurement Card" means a credit or debit card issued to the City that enables and facilitates on-line or electronic transactions made in accordance with this Article.
56. "Procurement file" means the official records file of the Procurement Manager.
57. "Procurement Manager" means the individual designated by the City Manager for the City of Goodyear who is thereby duly authorized as directed to enter into, approve, execute, or administer contracts; make written determinations on contracts, bids, or purchases; and to serve as the Property Administrator. Written determinations required by this Article shall be retained in the appropriate official records file of the Procurement Manager.
58. "Procurement request" means the document that initiates a procurement.
59. "Professional Services" means those services, as determined by the Procurement Manager, that require specialized knowledge and training (often through long and intensive academic preparation) or in-depth experience in a particular field or discipline, and may include licensing by a professional board. Professional services are professional, technical, or consultant services predominantly intellectual in nature. They may include analysis, evaluation, predicting, planning, or recommendation and usually result in the production of a report or completion of a task services.
60. "Proposal" means an offer submitted in response to a solicitation.
61. "Prospective offeror" means a person that expresses an interest in a specific solicitation.
62. "Public procurement unit" means the City, a state or an agency of the United States, or any local public procurement unit such as a city or county government.
63. "Raw materials" means goods, excluding equipment and machinery, purchased for use in manufacturing a product.

64. “Responsible” when used in connection with a bid or offer shall mean that the bidder or offeror is fully capable to meet all of the requirements of the solicitation and subsequent contract.
65. “Responsive” when used in connection with a bid or offer shall mean that the bid or offer fully conforms in all material respects to the solicitation and all of its requirements, including all form and substance.
66. "Services":
 - a. Means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance.
 - b. Does not include employment agreements or collective bargaining agreements.
67. “Shall” means something is mandatory.
68. “Single source” means a procurement whereby a purchase is directed to one source because of standardization, warranty, or other factors even though other competitive sources may be available.
69. “Sole source” means a procurement whereby only one vendor or supplier possesses the unique ability or capability to meet the particular requirements of the solicitation.
70. “Solicitation” means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations, a request for qualifications, or any other invitation or request issued by the City to invite a person to submit an offer.
71. “Source selection method” means a process that is approved by the Procurement Manager and used to select a person to enter into a contract for procurement.
72. "Subcontractor" means a person who contracts to perform work or render service to a contractor or to another subcontractor as a part of a contract with a City Department.
73. “Suspension” means an action taken by the Procurement Manager that temporarily disqualifies a person from participating in a City procurement process.
74. “Trade secret” means information, including a formula, pattern, device, compilation, program, method, technique, or process, that is the subject of reasonable efforts to maintain its secrecy and that derives independent economic value, actual or potential, as a result of not being generally known and not being readily ascertainable by public means.

A.R.S. § 41-2503 and 41-2631 with changes.

R3-4-3 *n/a*

§ 3-4-4 Definitions – Electronic Bidding

In this Article, unless the context otherwise requires:

1. "Auction" means a public sale in which property or items are sold to the highest bidder. On-line auctions are allowed as directed by the Procurement Manager.
2. "Information services" means data processing, telecommunications and office systems technologies and services.
3. "Internet" means the international computer network of both federal and nonfederal interoperable packet switched data networks, including the graphical sub-network called the world-wide-web.
4. "On-line solicitation" means a procurement process in which the City receives vendors' bids or offers for goods, services, construction or information services electronically over the internet in a real-time, competitive solicitation event.
5. "Reverse auction" means a procurement method in which offerors are invited to bid on specified goods or services through on-line bidding and real-time electronic bidding. During an electronic bidding process, offerors' prices or relative ranking are available to competing offerors and offerors may modify their offer prices until the closing date and time.

A.R.S. § 41-2671 with changes.

R3-4-4 *n/a*

§ 3-4-5 Authority of the Procurement Manager

- A. The Procurement Manager shall serve as the central procurement authority and the Property Administrator for the City. The Procurement Manager shall be designated by the City Manager and will be duly authorized as directed to enter into, approve, execute, or administer contracts, and to make written determinations on contracts, bids, or purchases.
- B. The Procurement Manager may adopt rules, consistent with this Article, governing the procurement and management of all materials, specifications, services and construction to be procured by this City and the disposal of materials. Any prior approval that Council may establish by resolution as permitted by **Section 3-4-8** is still subject to this Article and the rules established thereunder.
- C. Except as otherwise provided in this Article, the Procurement Manager, in accordance with rules adopted under this Article shall:
 1. Procure or supervise the procurement of all materials, services and construction needed by the City.
 2. Establish guidelines for the management of all inventories of materials belonging to the City.
 3. Sell, trade or otherwise dispose of surplus materials belonging to the City.
 4. Establish and maintain programs for the inspection, testing and acceptance of materials, services and construction.

5. Establish forms and procedures for use in all procurements.
- D. The Procurement Manager has the sole authority to debar or suspend a person from participating in City procurements.

A.R.S. § 41-2511 with changes.

R3-4-5.01 City Procurement Manager: Duties and Qualifications

- A. *The City Manager or designee shall hire a Procurement Manager with a Bachelor's Degree from an accredited university in a related field, and who can demonstrate executive and organizational skills and relevant, recent experience in public procurement.*
- B. *The Procurement Manager shall:*
 1. *Administer the procurement of materials, services, and construction needed by the City;*
 2. *Establish procurement policy and procedure;*
 3. *Establish procurement training standards;*
 4. *Delegate procurement authority under **Section 3-4-6**; and*
 5. *Monitor compliance of City Departments with the City's procurement laws.*
- C. *The Procurement Manager shall maintain a record of each contract awarded under sole or single source procurement and emergency procurement that exceeds the amount prescribed in **Section 3-4-8**. The record shall be maintained for a minimum of five years. The Procurement Manager shall ensure that the record is available for public inspection and contains all of the following:*
 1. *Each contractor's name;*
 2. *The estimated amount of each contract; and*
 3. *A description of the item or service procured.*

R3-4-5.02 Written Determinations

If a written determination is required under applicable law, the Procurement Manager shall include the basis for the action taken in the written determination. The Procurement Manager shall place the written determination into the procurement file. A procurement file may be located at a place designated by the Procurement Manager.

§ 3-4-6 Delegation of authority by the Procurement Manager

The Procurement Manager may designate and delegate authority to qualified individuals of any City Department.

A.R.S. § 41-2512 with changes.

R3-4-6.01 Delegation of Procurement Authority to City Departments

- A. *The Procurement Manager may delegate procurement authority to a City Department based upon the following criteria:*
 1. *The procurement expertise, knowledge, experience, and performance of the City Department*
 2. *The impact of the delegation on procurement efficiency and effectiveness.*
- B. *The Procurement Manager may delegate procurement authority in a written document that specifies all of the following:*

1. *The Department Director,*
 2. *The specific authority delegated,*
 3. *Any limits or restrictions upon the delegated authority,*
 4. *Whether the authority may be further delegated, and*
 5. *The duration of the delegation.*
- C. *The head of a Department shall immediately report any significant change regarding the criteria considered under subsection (A) to the Procurement Manager.*
- D. *The Department Director shall submit any procurement that exceeds the Department's delegated authority to the Procurement Manager.*
- E. *The Procurement Manager may revoke, suspend, or modify delegated authority for failure to comply with the City's procurement code, or a significant change regarding the criteria considered under subsection (A).*
- F. *The Procurement Manager continues to retain all authorities and duties delegated to Department Director.*

R3-4-6.02 Department Procurement Manager & Procurement Requests by Departments

- A. *The Department Director may further delegate procurement authority within the City, within the limits specified by the Procurement Manager.*
- B. *The Procurement Manager shall approve, in writing, the further delegation of the Department Director's authority.*

R3-4-6.03 City Employees or Public Officer Use of City Contracts

City employees and public officers shall not purchase materials or services for their own personal or business use from contracts entered into by the City unless authorized in writing by the Procurement Manager. The determination shall state how the purchase will further the interests of the City.

§ 3-4-7 Authority to contract for certain professional services; continuity of services

- A. Contracts for professional services as defined in **Section 3-4-3** or for services listed in B and C of this section are not required to comply with the provisions of this Article except as may be set forth in this Section. Any contract for services that does not meet the definition of professional services under **3-4-3**, but for which services relate to a prior contractual relationship that permits a continuity of services for the City may be exempt from this Article, subject to the written approval of the Procurement Manager.
- B. All contracts for the services of legal counsel, expert witnesses related to an existing or probable judicial proceeding in which the City is or may be a party, or for special investigative services shall be approved by the City Attorney and the Procurement Manager.
- C. The Finance Director shall approve City contracts for financial and compliance auditing services except if specific statutory authority is otherwise provided. The Finance Director shall ensure that these audits are conducted in accordance with generally accepted governmental auditing standards. An audit contract shall not be accepted until it has been approved by the Finance Director and the Procurement Manager.

Payment for any services, including those services described in subsections A, B, and C of this section, procured under this Article shall not be made unless pursuant to a written contract for which a valid purchase order has been issued.

A.R.S. § 41-2513 with changes.

R3-4-7 *n/a*

§ 3-4-8 Procurements involving a prescribed amount

- A. All City expenditures must be approved by Council prior to purchase. Prior approval includes items that are in the current budget as adopted by Council, and Council may designate an amount, by way of resolution, authorizing the City Manager to approve non-budgeted expenditures. Council may also designate an amount, by way of resolution, of an amount above which a contract for a budgeted expenditure must be approved by Council before a Purchase Order, Change Order, or a Notice to Proceed may be issued. Prior approval of expenditures does not waive the application of the provisions of this Article. The expenditure must still meet the requirements of this Article, as applicable.
- B. Any procurement less than fifty thousand dollars will be procured in accordance with the rules established by the Procurement Manager.
- C. Procurement requirements shall not be artificially divided or fragmented so as to constitute a purchase under this section and to circumvent the source selection procedures required by **Section 3-5-9** or **3-5-10** or be artificially combined to circumvent this section.

A.R.S. § 41-2535 with changes.

R3-4-8.01 Exceptions from Request for Quotations

For purchases not exceeding the amount prescribed in Section 3-4-8, including construction, the Procurement Manager shall issue a request for quotation unless any of the following apply:

1. *The purchase can be made from a state or other public agency contract that was competitively solicited;*
2. *The purchase is not expected to exceed \$5,000.00;*
3. *The Procurement Manager makes a written determination that the procurement is made under competition impracticable, sole-source, or emergency provisions as found in Sections 3-5-13, 3-5-14 and 3-5-15; or*
4. *The purchase is made directly from another state or public agency.*

R3-4-8.02 Request for Quotation

The Procurement Manager shall include the following in the Request for Quotation:

1. *Offer submission requirements, including offer due date and time, where offers will be received, and offer acceptance period;*
2. *Any purchase description, specifications, delivery or performance schedule, and inspection and acceptance requirements;*
3. *The minimum information that the offer shall contain;*
4. *Any evaluation factors;*
5. *Whether negotiations may be held;*

6. *Any contract options including renewal or extension;*
7. *The uniform terms and conditions by text or reference; and*
8. *Any other terms, conditions, or instructions specific to the procurement.*

R3-4-8.03 Request for Quotation Issuance

The Procurement Manager shall issue the request for quotation by one of these methods:

1. *Post the request for quotation on the City procurement office's centralized electronic system indicating the date which offers are due. The request for quotation shall be posted for a reasonable time as determined by the Procurement Manager based on the needs of the City Department.*
2. *Distribute the request for quotation to an adequate number of businesses to obtain a minimum of three responses. The Procurement Manager should rotate suppliers invited to submit quotations, if practicable.*
3. *The Procurement Manager may cancel the request for quotation at any time by making a written determination that cancellation is advantageous to the City.*

R3-4-8.04 Contract Award

- A. *If only one responsive offer is received, the Procurement Manager shall explain in writing whether award of the contract is advantageous to the City and place the determination in the procurement file.*
- B. *The Procurement Manager shall award a contract to the business determined to be most advantageous to the City in accordance with any evaluation factors identified in the request for quotation. If award is pursuant to **R3-4-8.02**, the Procurement Manager shall award a contract to the offeror determined to be most advantageous to the City in accordance with any evaluation factors identified in the request for quotation.*
- C. *The Procurement Manager shall place the written basis for the award in the procurement file.*
- D. *The Procurement Manager shall make the procurement file available to the public on the date of contract award, except for those items considered confidential under **R3-4-2.01**.*

R3-4-8.05 Purchases of \$5,000 and Less

The Department Director shall use reasonable judgment in awarding contracts of \$5,000 and less that are advantageous to the City. The failure to use reasonable judgment may result in the revocation of the delegation of authority or a request by the Procurement Manager to obtain quotations.

§ 3-4-9 Cooperative Procurement

Pursuant to this ordinance the City Council hereby approves and authorizes the Procurement Manager to enter into cooperative purchasing agreements deemed by the Procurement Manager to be in the best interest of the City. The City Council reserves the right to revoke its approval for an individual agreement.

The Procurement Manager on behalf of the City may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any materials, services, or construction with one or more public procurement units in accordance with an agreement entered into between the participants. The Procurement Manager will make a written recommendation that such an agreement is allowable and in the best interest of the City.

A.R.S. § 41-2632 with changes.

R3-4-9.01 Approval to Enter into a Cooperative Purchasing Agreement

- A. *If approved by the Procurement Manager, the City may use other public agency contracts as a party to a cooperative purchasing agreement.*
- B. *The Department Director shall submit a written request to the Procurement Manager before participating in a cooperative purchasing agreement with another public procurement unit or group of public procurement units.*
- C. *The Procurement Manager shall either:*
 - 1. *Issue written approval, with any conditions or restrictions;*
 - 2. *Request additional information from the City Department; or*
 - 3. *Deny the request.*

R3-4-9.02 Cooperative Purchasing Agreement Administered by The Procurement Manager

- A. *The Procurement Manager shall ensure that any cooperative purchasing agreement administered for use by other eligible procurement units provides that:*
 - 1. *Payment for materials or services and inspection and acceptance of materials or services are the responsibility of the using eligible procurement unit;*
 - 2. *Failure of an eligible procurement unit to secure performance from the contractor in accordance with the terms and conditions of its purchase order does not necessarily require the City to exercise rights or remedies;*
 - 3. *The exercise of any rights or remedies by the eligible procurement unit shall be the exclusive obligation of that unit. The City, as the contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy;*
 - 4. *The eligible procurement unit shall not use a City contract as a method for obtaining additional concessions or reduced prices for similar material or services; and*
 - 5. *The Procurement Manager may terminate without notice any cooperative purchasing agreement if the eligible procurement unit fails to comply with the terms of the contract.*
- B. *The Procurement Manager may authorize a City Department Director to establish a City contract which may be used by designated eligible procurement units.*

§ 3-4-10 Compliance with federal requirements

If a procurement involves the expenditure of federal assistance or monies, the Procurement Manager shall comply with federal law and authorized regulations which are mandatory and which are not presently reflected in this Article.

A.R.S. § 41-2637 with changes.

R3-4-10 *n/a*

§ 3-4-11 On-line Solicitations

- A. *If the Procurement Manager determines that electronic, on-line solicitation is advantageous, the Procurement Manager may use on-line solicitations to obtain bids or offers electronically for the purchase of goods, services, construction and information services.*
- B. *An on-line solicitation must designate an opening date and time.*

- C. The closing date and time for an on-line solicitation may be fixed or remain open depending on the structure of the item being solicited on line. Information regarding the closing date and time must be included in the solicitation. At the opening date and time, the City must begin accepting on-line bids or offers and must continue accepting bids or offers until the solicitation is officially closed. The on-line system must provide for security equal to competitive sealed solicitations.
- D. All on-line bids or offers must be posted electronically and updated on a real-time basis.
- E. The Procurement Manager may:
 - 1. Require vendors to register before the opening date and time and, as part of that registration, require vendors to agree to any terms, conditions or other requirements of the solicitation.
 - 2. Pre-qualify vendors and allow only those vendors who are pre-qualified to submit bids or offers on line.
- F. Provisions regarding competitive sealed solicitations (**Sections 3-5-9 and 3-5-10**) apply to solicitations issued pursuant to this section, except for the means of advertising.

A.R.S. § 41-2572 with changes.

R3-4-11 On-Line Solicitation Process

- A. *The Department Director shall submit a written request to procure for a single procurement or group of procurements from the Procurement Manager before proceeding with on-line bidding as defined in Section 3-4-11. The request shall include the scope, description, duration, and estimated total dollar value of the procurement need.*
- B. *The Procurement Manager shall:*
 - 1. *Issue written approval, with any conditions or restrictions;*
 - 2. *Request additional information from the Procurement Manager; or*
 - 3. *Deny the request.*
- C. *Before modifying the scope, description, duration, or cost of an approved on-line solicitation process, the Department Director shall request approval for the modifications in writing from the Procurement Manager.*

§ 3-4-12 Contract clauses

- A. The Procurement Manager may permit or require the inclusion of clauses providing for appropriate remedies, adjustments in prices, time of performance or other contract provisions.
- B. The Procurement Manager may modify clauses for inclusion in any particular city contract, provided that any variations are supported by a written determination that states the circumstances justifying the variation and provided that notice of any material variation is stated in the solicitation.

- C. All contract clauses shall be approved by the City Attorney's office and shall be consistent with the provisions of this Article and the regulations issued pursuant to this Article.

A.R.S. § 41-2585 with changes.

R3-4-12.01 Assignment of Rights and Duties

A contractor shall not assign or transfer the rights or duties of a City contract without the written consent of the Procurement Manager and the City Attorney. Any assignment or transfer must be in writing.

R3-4-12.02 Change of Name

If a contractor requests to change the name in which it holds a City contract, the Procurement Manager may, upon receipt of a document indicating name change and after consultation with the City Attorney's office, enter into a written amendment with the contractor to effectuate the name change. The amendment shall provide that no other terms and conditions of the contract are changed.

§ 3-4-13 Change order

A change order exceeding an amount or percentage established by regulation may be executed only after the Procurement Manager determines in writing that the change order is advantageous to the City. No change order shall exceed that amount established by **Section 3-4-8** without prior Council approval.

A.R.S. § 41-2552 with changes.

R3-4-13 Change Orders

- A. The length of a contract may be extended or options stated therein exercised with the Procurement Manager's approval in writing and without further Council approval, provided the price of the contract does not differ from the amount approved previously by Council.*
- B. Any contract change order that results in a price increase may be approved by the Procurement Manager in writing and without further Council approval, if it does not exceed the amount set by resolution in **Section 3-4-8** or 15%, whichever is less.*
- C. A change order that meets these requirements may be drafted in the form of an amendment to the original contract and as approved by the City Attorney's office, requiring signatures only from the contractor, Department Director, and the Procurement Manager.*

§ 3-4-14 Contracts in the best interest of the City

Any type of contract which will promote the best interests of the City may be used with the following limitations. A cost-plus-a-percentage-of-cost contract is prohibited, and a cost-reimbursement contract may be used only if a determination is made in writing that such contract is likely to be less costly to the City than any other type or that it is impracticable to obtain the materials, services or construction required except under such a contract.

A.R.S. § 41-2544 with changes.

R3-4-14.01 Contract Review Committee

All contracts will be reviewed by a Contract Review Committee which, at a minimum, will include a representative from the office of the City Attorney and the Procurement office. The Contract Review

*Committee will consider all professional services contracts submitted pursuant to **Section 3-4-7** to determine whether the proposed contract may be exempted pursuant to that section.*

R3-4-14.02 Cost-Reimbursement Contracts

Before awarding any cost-reimbursement contract, the Procurement Manager shall determine in writing that:

- 1. The offeror's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated, and*
- 2. It is adequate to allocate costs pursuant to **Sections 3-5-21, 3-5-22, and 3-5-23.***

§ 3-4-15 Long term contracts

- A. Unless otherwise provided by law, a contract for materials or services may be entered into for a period of time up to five years and a contract for job-order-contracting construction services may also be entered into for a period of time up to five years, as deemed to be in the best interest of the City by the Procurement Manager, if the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and monies are available for the first fiscal period at the time of contracting. A contract may be entered into for materials or services for a period of time exceeding five years if, under rules adopted pursuant to this Article, the Procurement Manager determines in writing that such a contract would be advantageous to the City. Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies.
- B. Before the use of a long term contract, it shall be determined in writing that:
 1. Estimated requirements cover the period of the contract and are reasonable and continuing.
 2. Such a contract will serve the best interests of the City by encouraging effective competition or otherwise promoting economies in City procurement.
- C. If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor may only be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the materials or services delivered under the contract or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

A.R.S. § 41-2546 with changes.

R3-4-15 Long term contracts

- A. *With a written determination from the Procurement Manager that an extension of time would be advantageous to the City, the City may enter into a contract for materials or services for a period exceeding five years.*
- B. *The Department Director shall submit a request to the Procurement Manager in writing indicating:*
 - 1. The time period requested for the contract;*
 - 2. Documentation that the estimated requirements are reasonable and continuing;*

3. *Documentation that such a contract will serve the best interests of the City by encouraging effective competition or otherwise promoting economies in City procurement.*
- C. *The Procurement Manager shall include in all long term contracts a clause specifying that the contract shall be cancelled if monies are not appropriated or otherwise made available to support the continuation of performance in a subsequent fiscal year. If the contract is cancelled under this Section, the contractor may only be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the materials or services delivered under the contract or which are otherwise not recoverable.*

§ 3-4-16 Rules for protesting solicitations and contract awards

The Procurement Manager shall include in the rules authorized by **Section 3-4-5**, procedures providing for the expeditious administrative review of all solicitation protests and contract award claims or controversies.

A.R.S. § 41-2611 with changes.

R3-4-16.01 Protests of Solicitations and Contract Awards

- A. *Any interested party may protest a solicitation issued by the City, the proposed award, or the award of a City contract. To protest a solicitation, protests must be filed within five (5) days of the first advertising of the solicitation. Protests of an award or a proposed award must be filed within ten (10) days of the issue date of the Notice of Intent to Award, a Notice of Award, or a Notice of Intent to Negotiate and Award. Protests shall be filed with the Procurement Manager for the City of Goodyear and with the City Attorney for the City of Goodyear. If the protest is hand-delivered, it must be delivered to the City Clerk's Office.*
- B. *The protest must be in writing and shall include:*
 1. *The name, address and telephone number of the protester.*
 2. *The signature of the protester or its representative.*
 3. *The identification of the purchasing department and the solicitation or contract number.*
 4. *A detailed statement of the legal or factual grounds of the protest including copies of relevant documents; and*
 5. *The form of relief requested.*
- C. *If the protest is based upon alleged improprieties in a solicitation that are apparent before the offer due date and time, the interested party shall file the protest before the offer due date and time.*
- D. *If the interested party shows good cause, the Procurement Manager may consider a protest that is not timely filed.*
- E. *The Procurement Manager is required to notify all interested parties that a protest has been filed.*

R3-4-16.02 Stay of Procurements During the Protest

- A. *If a protest is filed before the solicitation due date, before the award of a contract, or before performance of a contract has begun, the Procurement Manager shall make a written determination to either:*
 1. *Proceed with the award or contract performance; or*
 2. *Stay all or part of the procurement if there is a reasonable probability the protest will be upheld or that a stay is in the best interest of the City.*

- B. *The Procurement Manager shall provide the protester, Department Director, City Attorney, and other interested parties with a copy of the written determination.*

R3-4-16.03 Resolution of Solicitation and Contract Award Protests

- A. *The Procurement Manager has the authority to resolve protests.*
- B. *The Procurement Manager shall issue a written decision within 15 days after a protest has been filed. The decision of the Procurement Manager shall contain the basis for the decision and a statement that the decision may be appealed to the City Manager or designee within 30 days from receipt of the decision.*
- C. *The Procurement Manager shall furnish the decision to the protester, by certified mail, return receipt requested, or by any other method that provides evidence of receipt, with a copy to the Department Director, the City Attorney, and the City Manager.*
- D. *If the Procurement Manager fails to issue a decision within the time limits set forth in this Article, the protester may proceed as if the Procurement Manager had issued an adverse decision.*

R3-4-16.04 Remedies by the Procurement Manager

- A. *If the Procurement Manager sustains a protest in whole or part and determines that a solicitation, a determination of not susceptible for award, or contract award does not comply with the procurement statutes and regulations, the Procurement Manager shall implement an appropriate remedy.*
- B. *In determining an appropriate remedy, the Procurement Manager shall consider all the circumstances surrounding the procurement or proposed procurement including the seriousness of the procurement deficiency, the degree of prejudice to other interested parties or to the integrity of the procurement system, the good faith of the parties, the extent of performance, the costs to the City, the urgency of the procurement, the impact on the City's mission, and other relevant issues.*
- C. *The Procurement Manager may implement any of the following appropriate remedies:*
 - 1. *Decline to exercise an option to renew under the contract;*
 - 2. *Terminate the contract;*
 - 3. *Amend the solicitation;*
 - 4. *Issue a new solicitation;*
 - 5. *Award a contract consistent with procurement statutes and regulations; or*
- 6. *Render such other relief as determined necessary to ensure compliance with procurement statutes and regulations.*

§ 3-4-17 Rules for suspension and debarment of contractors

The rules adopted by the Procurement Manager pursuant to **Section 3-4-5** and **3-4-18** shall include hearing procedures for the suspension and debarment of contractors.

A.R.S. § 41-2612 with changes.

§ 3-4-18 Debarment and suspension of contractors

- A. All contracts for services involving minors shall require background checks for all employees, or that contractor shall be placed on a suspension list until such time as all employees successfully meet this requirement. If there are reasonable grounds for debarment the rules of the Procurement Manager may provide for the suspension of any person. A debarment shall not exceed three years.

B. The causes for debarment or suspension include the following:

1. Conviction of any person or any subsidiary or affiliate of any person for commission of a criminal offense arising out of obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. Conviction of any person or any subsidiary or affiliate of any person under any statute of the federal, state, or local government for embezzlement, theft, fraudulent schemes and artifices, fraudulent schemes and practices, bid rigging, perjury, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a City contractor.
3. Conviction or civil judgment finding a violation by any person or any subsidiary or affiliate of any person under state or federal antitrust statutes.
4. Violations of City contract provisions of a character which are deemed to be so serious as to justify debarment action.
5. Any other cause deemed to affect responsibility as a City contractor, including suspension or debarment of such person or any subsidiary or affiliate of such person by another governmental entity for any cause listed in rules of the Procurement Manager.

C. A written determination to debar or suspend shall be issued pursuant to the rules of the Procurement Manager which shall:

1. State the reasons for the action taken.
2. Inform any debarred or suspended person involved of the right to administrative review as provided in this Article.

D. A copy of the decision under subsection C shall be mailed or otherwise furnished to any debarred or suspended person and to any intervening party, and a copy retained in the records of the City Clerk.

A.R.S. § 41-2613 with changes.

R3-4-18.01 Vendor Registration List and Master List

A. The Procurement Manager shall compile and maintain a vendor registration list. To be included on the vendor registration list, a person shall register with the City procurement office.

B. Any person debarred or suspended shall be noted on the vendor registration list. In addition, the Procurement Manager may remove suppliers from the vendor registration list if a notice sent to the supplier's given or last known address is returned.

C. The Procurement Manager shall maintain a master list of debarments, suspensions, and removals. The master list shall show at a minimum, the following information:

- 1. The names and vendor numbers of those persons debarred or suspended by the City;*

2. *The authority for the action;*
3. *The period of debarment or suspension, including the expiration date;*
4. *The name of the debarring or suspending agency, if the City's debarment or suspension is based on debarment or suspension by another governmental agency; and*
5. *A separate section listing persons removed from participation in City contracts, either by request by the vendor, or for failure to keep current information on file as set forth in (B).*

R3-4-18.02 Suspension

- A. *If the Procurement Manager determines that reasonable grounds for debarment exist, the Procurement Manager may suspend a person from participation in any solicitation or from receiving any award until a final determination on debarment has been made.*
- B. *A suspension will automatically terminate in 60 days if the Procurement Manager fails to issue a Notice of Debarment in accordance with **R3-4-18.05**.*
- C. *For purposes of suspension, a person's conduct may be attributed to an affiliate or another person under **R3-4-18.06**.*

R3-4-18.03 Notice of Suspension, Hearing, and Appeal

- A. *The Procurement Manager shall notify the person suspended by certified mail, return receipt requested, or by any other method that provides evidence of receipt.*
- B. *The notice of suspension shall state:*
 1. *The basis for suspension;*
 2. *That the suspension will terminate automatically in 60 days if the Procurement Manager fails to issue a Notice of Debarment;*
 3. *That bids or offers received from the person will not be considered until suspension is lifted or until a determination on debarment is made;*
 4. *That upon the issuance of a Notice of Debarment, the suspension will remain in place unless the person requests a hearing in accordance with this section and provides good cause to lift the suspension pending a resolution on the debarment;*
 5. *That the person is entitled to a hearing on the suspension if the person files a written request for a hearing with the Procurement Manager within 15 days after receipt of the notice of suspension.*
- C. *The hearing request shall include the following information:*
 1. *A copy of the decision of the Procurement Manager; and*
 2. *The precise factual or legal errors in the decision from which relief is sought.*
- D. *The suspension hearing shall be heard within thirty (30) days after receipt of the Request for Hearing before the City Manager or the City Manager's designee and shall only determine whether the suspension shall be lifted or remain in place during pendency of a determination on debarment.*

R3-4-18.04 Initiation of Debarment

*Upon receipt of information concerning a possible cause for debarment, the Procurement Manager shall investigate the possible cause. If the Procurement Manager has a reasonable basis to believe that a cause for debarment exists, the Procurement Manager may suspend the person as stated in **R3-4-18.03** pending a debarment action, or may issue a Notice of Debarment as set forth in **R3-4-18.05**.*

R3-4-18.05 Notice of Debarment and Hearing

- A. *If debarment is proposed, the Procurement Manager shall notify the person and affected affiliates in writing by certified mail, return receipt requested, or any other method that provides evidence of receipt.*
- B. *The Notice of Debarment shall state:*
 - 1. *The basis for debarment;*
 - 2. *The status of any suspension proceeding, if applicable;*
 - 3. *The proposed length of debarment, which shall not exceed three years;*
 - 4. *That the person is entitled to a hearing on the debarment if the person files a written request for a hearing with the Procurement Manager within 15 days after receipt of the Notice of Debarment.*
- C. *The hearing request shall include the following information:*
 - 1. *A copy of the decision of the Procurement Manager; and*
 - 2. *The precise factual or legal errors in the decision from which relief is sought.*
- D. *The debarment hearing shall be heard before the City Manager or the City Manager's designee.*

R3-4-18.06 Imputed Knowledge

- A. *The Procurement Manager may attribute improper conduct to an affiliate for purposes of debarment where the impropriety occurred in connection with the affiliate's duties for, on behalf of, or with the knowledge, approval, or acquiescence of, the contractor.*
- B. *The Procurement Manager may attribute improper conduct of a person or its affiliate having a contract with a contractor to the contractor for purposes of debarment where the impropriety occurred in connection with the person's duties for, on behalf of, or with the knowledge, approval, or acquiescence of, the contractor.*

R3-4-18.07 Period of Debarment

- A. *A debarment shall not exceed three years from the date of the debarment determination.*
- B. *If debarment is based solely upon debarment by another governmental agency, the Procurement Manager may establish that the period of debarment is to run concurrently with the period established by the other debarring agency.*

R3-4-18.08 Reinstatement

- A. *Any debarred person may request reinstatement by submitting a petition to the Procurement Manager supported by documentary evidence showing that the cause for debarment no longer exists or has been substantially mitigated.*
- B. *Upon receipt of the request, the Procurement Manager may reinstate a debarred person or rescind the debarment based upon his determination that the cause upon which the debarment is based no longer exists.*
- C. *The Procurement Manager may require a hearing on the request for reinstatement.*
- D. *The Procurement Manager shall make a written decision on reinstatement within 45 days after the request is filed and specify the factors on which it is based.*
- E. *The Procurement Manager's decision on reinstatement is not subject to review.*

R3-4-18.09 Limited Participation

The Procurement Manager may allow a debarred person to participate in City contracts on a limited basis during the debarment period upon a written determination that participation is advantageous to the City. The determination shall specify the factors on which it is based and define the extent of the limits imposed.

§ 3-4-19 Appeal

Any final decision on a protest, suspension, or debarment by the Procurement Manager under this Article may be appealed to the City Manager or his designee. A copy of the appeal must be provided to the Procurement Manager and the City Attorney.

A.R.S. § 41-2614 with changes.

§ 3-4-20 Violation; penalty; enforcement authority

A person who evaluates bids and proposals shall sign a statement before reviewing bids or proposals that the person has no interest in the procurement other than that disclosed and will have no contact with any representative of any vendor related to the particular procurement during the course of evaluation of bids or proposals. The person shall disclose on the statement any contact unrelated to the pending procurement that the person may need to have with a representative of a competing vendor and any contact with a representative of a competing vendor during evaluation of bids or proposals. A person who evaluates bids and proposals and who fails to disclose contact with a representative of a competing vendor or who fails to provide accurate information on the statement is subject to a civil penalty up to \$5,000.00, in addition to any other penalty available pursuant to **Section 1-8-1** of this Code. The Procurement Manager is authorized to initiate enforcement actions pursuant to the provisions of this section.

A.R.S. § 41-2616 with changes.

R3-4-20 *n/a*

ARTICLE 3-5 SOURCE SELECTION

§ 3-5-1. Definitions

In this Article, unless the context otherwise requires:

1. "Bidder prequalification" means determining in accordance with rules adopted pursuant to this Article that a prospective bidder or offeror satisfies the criteria for being included on the bidder's list.
2. "Demonstration project" means a project in which a vendor supplies a service or material to the City for which the City does not pay but for which the City may be obligated to provide routine support such as utility cost and operating personnel.
3. "Established catalog price" means the price included in a catalog, price list, schedule or other form that:
 - a. Is regularly maintained by a manufacturer, distributor or contractor.
 - b. Is either published or otherwise available for inspection by customers.
 - c. States prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the materials or services involved.

4. "Invitation for bids" means all documents, whether attached or incorporated by reference, which are used for soliciting bids in accordance with the procedures prescribed in Section 3-5-9.
5. "Multi-step sealed bidding" means a two phase process consisting of a technical first phase composed of one or more steps in which bidders submit un-priced technical offers to be evaluated by the City and a second phase in which those bidders whose technical offers are determined to be acceptable during the first phase have their price bids considered.
6. "Purchase description" means the words used in a solicitation to describe the materials, services or construction for purchase and includes specifications attached to, or made a part of, the solicitation.
7. "Request for information" means all documents issued to vendors for the sole purpose of seeking information about the availability in the commercial marketplace of materials or services.
8. "Request for proposals" means all documents, whether attached or incorporated by reference, which are used for soliciting proposals in accordance with procedures prescribed in **Section 3-5-10**.
9. "Request for qualifications" means all documents which are used for obtaining statements of qualifications from bidders prior to issuing a solicitation.
10. "Request for quotations" means all documents which are used for soliciting price quotes for small amount purchases with procedures prescribed in **R3-4-8.01** through **R3-4-8.04**.
11. "Specification" means any description of the physical or functional characteristics, or of the nature of a material, service or construction item. Specification may include a description of any requirement for inspecting, testing or preparing a material, service or construction item for delivery. All specifications, including those prepared by architects, engineers, consultants and others for public contracts, shall seek to promote overall economy for the purposes intended and encourage competition in satisfying this city's needs and shall not be unduly restrictive.
12. "Unsolicited proposal" means a written proposal that is submitted on the initiative of the offeror or for the purposes of obtaining a contract with the City and that is not in response to a formal or informal request from the City.

A.R.S. § 41-2531 with changes.

R3-5-1 *n/a*

§ 3-5-2 Methods of source selection

All City contracts shall be awarded by competitive sealed solicitations, including on-line solicitations, as provided in **Section 3-5-9** or as provided in **Sections 3-5-10, 3-5-13, 3-5-14, 3-5-15, and 3-5-17** through **3-5-20**.

A.R.S. § 41-2532 with changes.

R3-5-2 Source Selection Method: Determination Factors

- A. *The City shall use a City contract designated by the Procurement Manager as mandatory to satisfy requirements for certain materials and services covered by such contracts.*
- B. *If a Department Director believes that a City contract, designated as mandatory, does not satisfy its requirements, the Department Director may only procure the material or service from another source with the written approval of the Procurement Manager and in conformance with the applicable source selection method.*
- C. *The Procurement Manager shall determine the applicable source selection method for a procurement, estimating the aggregate dollar amount of the contract and ensuring that the procurement is not artificially divided, fragmented, or combined to circumvent the City's Procurement Code.*
- D. *The City shall not award a contract or incur an obligation unless sufficient funds are available for the procurement. If it is reasonable to believe that sufficient funds will become available for a procurement, the Procurement Manager may issue a notice with the solicitation indicating that funds are not currently available and that any contract awarded will be conditioned upon the availability of funds.*

§ 3-5-3 Pre-qualification of contractors

Prospective contractors may be pre-qualified for particular types of materials, services and construction. Prospective contractors have a continuing duty to provide the Procurement Manager with information on any material change affecting the basis of prequalification. Solicitation mailing lists of potential contractors shall include the pre-qualified contractors.

A.R.S. § 41-2541 with changes.

R3-5-3 n/a

§ 3-5-4 Bid and contract security

The Procurement Manager may require, in accordance with rules adopted by the Procurement Manager, the submission of security to guarantee faithful bid and contract performance. In determining the amount and type of security required for each contract, the Procurement Manager shall consider the nature of the performance and the need for future protection to the City. The requirement for security must be included in the invitation for bids or request for proposals.

A.R.S. § 41-2542 with changes.

R3-5-4 n/a

§ 3-5-5 Right to inspect plant

The City may, at reasonable times, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by the City.

A.R.S. § 41-2547 with changes.

R3-5-5 n/a

§ 3-5-6 Right to audit records

- A. The City may, at reasonable times and places, audit the books and records of any person who submits cost or pricing data as provided in **Section 3-5-23** to the extent that the books and records relate to the cost or pricing data. Any person who receives a contract, change order or contract modification for which cost or pricing data is required shall maintain the books and records that relate to the cost or pricing data for five years after the completion of the contract.
- B. The City is entitled to audit the books and records of a contractor or any subcontractor conducting business with the City to the extent that the books and records relate to the performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of five years after the completion of the prime contract.

A.R.S. § 41-2549 with changes.

R3-5-6 *n/a*

§ 3-5-7 Reporting of anticompetitive practices

If for any reason collusion or other anticompetitive practices are suspected among any bidders or offeror, a written summary of the relevant facts shall be transmitted to the Procurement Manager and the City Attorney. Anonymous reports may be considered if supported by verifiable facts. This section does not require an investigation by a law enforcement agency. The Procurement Manager or City Attorney may conduct such investigation as may be warranted.

A.R.S. § 41-2549 with changes.

R3-5-7 *n/a*

§ 3-5-8 Retention of procurement records

All procurement records shall be retained and disposed of in accordance with records retention guidelines and schedules approved by the City Clerk's Office.

A.R.S. § 41-2550 with changes.

R3-5-8 *n/a*

§ 3-5-9 Competitive sealed bidding

- A. An invitation for bids shall be issued and shall include a purchase description and all contractual terms and conditions applicable to the procurement.
- B. Adequate public notice of the invitation for bids shall be given a reasonable time before the date set forth in the invitation for the opening of bids, but not less than two weeks before bid opening. The notice should include publication one or more times in a newspaper of general circulation , including circulation within the City of Goodyear. The notice may also be

posted at a City-approved site on a public network or by electronic notification to registered vendors.

- C. Bids shall be opened publicly at the time and place designated in the invitation for bids. The amount of each bid together with the name of each bidder shall be read, recorded and published. The bid documents shall not be open for public inspection until after a contract is awarded. To the extent the bidder designates and the City concurs, trade secrets or other proprietary data contained in the bid documents shall remain confidential in accordance with rules adopted by the Procurement Manager.
- D. Bids shall be received without alteration or correction, except as authorized in this Article. Bids shall be evaluated based on the requirements set forth in the invitation for bids, including criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose, as may be prescribed in rules adopted by the Procurement Manager. The invitation for bids shall set forth the evaluation criteria to be used, including the weighting of identified criteria. Evaluation criteria shall not be used for construction and no criteria may be used in bid evaluation that is not set forth in the invitation for bids.
- E. The correction or withdrawal of erroneous bids before or after bid opening, based on bid mistakes, may be permitted in accordance with rules adopted by the Procurement Manager. After bid opening, no corrections in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. Except as otherwise provided by rule, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Procurement Manager.
- F. The contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the invitation for bids. Except for procurement of construction, for purposes of determining the low bidder the Procurement Manager may consider the amount of applicable City business privilege tax and exclude that amount from the evaluation unless otherwise precluded by applicable law. If all bids for a construction project exceed available monies as certified by the appropriate fiscal officer, and the low responsive and responsible bid does not exceed such monies by more than five per cent, the Procurement Manager may in situations in which time or economic considerations preclude re-solicitation of work of a reduced scope negotiate an adjustment of the bid price, including changes in the bid requirements, with the low responsive and responsible bidder, to bring the bid within the amount of available monies.
- G. The multi-step sealed bidding method may be used if the Procurement Manager determines in writing that it is not practical to initially prepare a definitive purchase description which is suitable to permit an award based on competitive sealed bidding. An invitation for bids may be issued requesting the submission of technical offers to be followed by an invitation for bids limited to those bidders whose offers are determined to be technically acceptable under the criteria set forth in the first solicitation, except that the multi-step sealed bidding method may not be used for construction contracts.

R3-5-9.01 Competitive Sealed Solicitations

A. *The Procurement Manager shall determine in writing that an invitation for bid is not practicable or advantageous to the City. Competitive sealed bidding may not be practicable or advantageous if it is necessary to:*

1. *Use a contract other than a fixed-price type;*
2. *Negotiate with offerors concerning the technical and price aspects of their offers and any other aspects of their offer or the solicitation;*
3. *Permit offerors to revise their offers; or*
4. *Compare the different price, quality, and contractual factors of the offers submitted.*

B. *The Procurement Manager may make a class determination that it is either not practicable or not advantageous to the City to procure specified types of materials or services by invitation for bid. The Procurement Manager may modify or revoke a class determination at any time.*

C. *The Procurement Manager shall issue a request for solicitation at least 14 days before the offer due date and time, unless the Procurement Manager determines a shorter time is necessary for a particular procurement. If a shorter time is necessary, the Procurement Manager shall document the specific reasons in the procurement file.*

D. *The Procurement Manager shall:*

1. *Advertise in accordance with **Section 3-5-9(C)**; and*
2. *At a minimum, provide written notice to prospective suppliers that have registered with the City procurement office for the specific material, service, or construction solicited.*

E. *The Procurement Manager shall include the following in the solicitation:*

1. *Instructions to offerors, including:*

- a. *Instructions and information to offerors concerning the offer submission requirements, offer due date and time, the location where offers will be received, and the offer acceptance period;*
- b. *The deadline date for requesting a substitution or exception to the solicitation;*
- c. *The manner by which the offeror is required to acknowledge amendments;*
- d. *The specific requirements for designating trade secrets and other proprietary information as confidential;*
- e. *Any specific responsibility or susceptibility criteria;*
- f. *Whether the offeror is required to submit samples, descriptive literature, and technical data with the offer;*
- g. *Evaluation factors and the relative order of importance;*
- h. *A statement of where documents incorporated by reference are available for inspection and copying;*
- i. *A statement that the City may cancel the solicitation or reject an offer in whole or in part;*
- j. *That the offeror is required to declare whether the offeror has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body;*
- k. *Any offer security required;*
- l. *The method required for submission of offer. The solicitation shall specifically indicate whether hand delivery, U.S. mail, electronic mail, facsimile, or other means are acceptable methods of submission;*

- m. Any cost or pricing data required;
 - n. The type of contract to be used; and,
 - o. A statement that negotiations may be conducted with offerors reasonably susceptible of being selected for award and that fall within the competitive range.
- 2. Terms and Conditions, including:
 - a. Whether the contract is to include an extension option;
 - b. Certification by the offeror that submission of the offer did not include collusion or other anticompetitive practices; and
 - c. Any other contract terms and conditions.
- 3. Specifications or scope of work, including:
 - a. Any purchase description, specifications, delivery or performance schedule, and inspection and acceptance requirements;
 - b. If a brand name or equal specification is used, instructions that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. The solicitation shall state that products substantially equivalent to those brands designated shall qualify for consideration; and
 - c. Any other specification requirements specific to the solicitation.

R3-5-9.02 Pre-offer Conferences

The Procurement Manager may conduct one or more pre-offer conferences and may designate whether attendance is a requirement for submission. If a pre-offer conference is conducted, it shall be not less than seven days before the offer due date and time, unless the Procurement Manager makes a written determination that the specific needs of the procurement justify a shorter time. Statements made during a pre-offer conference are not amendments to the solicitation.

R3-5-9.03 Solicitation Amendment

- A. The Procurement Manager shall issue a solicitation amendment to do any or all of the following:
 - 1. Make changes in the solicitation;
 - 2. Correct defects or ambiguities;
 - 3. Provide additional information or instructions; or
 - 4. Extend the offer due date and time if the Procurement Manager determines that an extension is in the best interest of the City.
- B. If a solicitation is changed by a written solicitation amendment, the Procurement Manager shall notify suppliers to whom the Procurement Manager distributed the solicitation.
- C. It is the responsibility of the offeror to obtain any solicitation amendments. If required by the Procurement Manager, an offeror shall acknowledge receipt of an amendment in a manner specified in the solicitation amendment on or before the offer due date and time.

R3-5-9.04 Modification or Withdrawal Of Offer Before Offer Due Date And Time

- A. An offeror may modify or withdraw their offer at any time, in writing, before the offer due date and time.
- B. The Procurement Manager shall place the document submitted in the procurement file as a record of the modification or withdrawal.

R3-5-9.05 Cancellation of Solicitation Before Offer Due Date and Time

- A. *Based on the best interest of the City, the Procurement Manager may cancel a solicitation before the offer due date and time.*
- B. *The Procurement Manager shall notify suppliers to whom the Procurement Manager distributed the solicitation of the cancellation.*
- C. *The Procurement Manager shall not open offers after cancellation. The Procurement Manager may discard the offer after 30 days from notice of solicitation cancellation unless the offeror requests the offer be returned. Returns will be made at offeror's expense.*

R3-5-9.06 Receipt, Opening, and Recording of Offers

- A. *The Procurement Manager shall maintain a record of offers received for each solicitation and shall record the time and date when an offer is received. The Procurement Manager shall store each unopened offer in a secure place until the offer due date and time.*
- B. *The Procurement Manager or designee may open an offer to identify the offeror. If this occurs, the Procurement Manager shall record the reason for opening the offer, the date and time the offer was opened, and the solicitation number. The Procurement Manager shall secure the offer and retain it for public opening.*
- C. *The Procurement Manager shall open offers publicly, in the presence of one or more witnesses, after the offer due date and time. The Procurement Manager shall announce and record the name of each offeror and any other relevant information as determined by the Procurement Manager. The Procurement Manager shall make the record of offers available for public viewing.*
- D. *Except for the information identified in subsection (C), the Procurement Manager shall ensure that information contained in the offer remains confidential until contract award and is shown only to those persons assisting in the evaluation process.*

R3-5-9.07 Late Offers, Modifications, and Withdrawals Before Offer Due Date and Time

- A. *If an offer, modification, or withdrawal is not received by the offer due date and time, at the location designated in the solicitation, the Procurement Manager shall determine the offer, modification, or withdrawal as late. This rule does not apply to revision or withdrawal of offers as described in R3-5-9.14.*
- B. *The Procurement Manager shall reject a late offer, modification, or withdrawal unless:*
 - 1. *The document is received before contract award at the location designated in the solicitation; and*
 - 2. *The document would have been received by the offer due date and time, but for the action or inaction of City personnel conducting City business.*
- C. *Upon receiving a late offer, modification, or withdrawal, the Procurement Manager shall:*
 - 1. *If the document is hand delivered, refuse to accept the delivery; or*
 - 2. *If the document is not hand delivered, record the time and date of receipt and promptly send written notice of late receipt to the offeror. The Procurement Manager may discard the document 30 days after the date on the notice unless the offeror requests the document be returned.*
- D. *The Procurement Manager shall document a refusal under (C)(1) and place the document or a copy of the notice required in (C)(2) in the procurement file.*

R3-5-9.08 Cancellation of Solicitation After Offer Opening and Before Award

- A. *Based on the best interest of the City, the Procurement Manager may cancel a solicitation after offer due date and time. The Procurement Manager shall prepare a written justification for cancellation and place it in the procurement file.*
- B. *The Procurement Manager shall notify offerors of the cancellation in writing.*
- C. *The Procurement Manager shall retain offers received under the canceled solicitation in the procurement file. If the City does not intend to issue another solicitation for the same or similar goods, services, or projects the Procurement Manager may disclose the offers for public inspection. After award of a contract under any subsequent solicitation, the Procurement Manager shall make offers submitted in response to the cancelled solicitation open for public inspection except for information determined to be confidential pursuant to **R3-4-2.01**.*
- D. *In the event of cancellation, the Procurement Manager shall promptly return any offer security provided by an offeror.*

R3-5-9.09 Only One Offer Received

If only one offer is received in response to a solicitation, the Procurement Manager shall either:

- 1. *Award the contract to the offeror and prepare a written determination that:

 - a. *The price submitted is fair and reasonable pursuant to **R3-5-23.02**; and*
 - b. *The offeror is responsible and the offer is responsive; or**
- 2. *Reject the offer and:

 - a. *Resolicit for new offers;*
 - b. *Cancel the procurement; or*
 - c. *Use a different source selection method authorized under the City Procurement Code.**

R3-5-9.10 Extension of Offer Acceptance Period

- A. *To extend the period that an offeror is bound by the terms of the offer, which is generally known as the offer acceptance period, the Procurement Manager shall notify offerors in writing of an extension and request written concurrence from all offerors.*
- B. *To be eligible for a contract award, an offeror shall submit written concurrence to the extension. The Procurement Manager shall not consider the offer from an offeror who fails to respond to the notice of extension.*

R3-5-9.11 Determination of Not Susceptible for Award

- A. *The Procurement Manager may determine at any time during the evaluation period and before award that an offer is not susceptible for award. The Procurement Manager shall place a written determination, based on one or more of the following, in the procurement file:

 - 1. *The offer fails to substantially meet one or more of the mandatory requirements of the solicitation;*
 - 2. *The offer fails to comply with required criteria identified in the solicitation; or*
 - 3. *The offer is not within the competitive range in comparison to other offers based on the criteria set forth in the solicitation. When there is doubt as to whether an offer is in the competitive range, the offer should be included.**
- B. *The Procurement Manager shall promptly notify the offeror in writing of the final determination that the offer is not susceptible for award unless the Procurement Manager determines notification to the offeror would compromise the City's ability to negotiate with other offerors.*

R3-5-9.12 Responsibility Determinations

- A. *The Procurement Manager, either alone or with the assistance of an evaluation committee, may determine at any time during the evaluation period and before award, that an offeror is responsible or non-responsible.*
- B. *The Procurement Manager may consider the following factors before determining that an offeror is responsible or non-responsible:*
 - 1. *The offeror's financial, business, personnel, or other resources, including subcontractors;*
 - 2. *The offeror's record of performance and integrity;*
 - 3. *Whether the offeror has been debarred or suspended;*
 - 4. *Whether the offeror is legally qualified to contract with the City;*
 - 5. *Whether the offeror promptly supplied all requested information concerning its responsibility; and*
 - 6. *Whether the offeror meets responsibility criteria specified in the solicitation.*
- C. *The Procurement Manager shall promptly notify the offeror in writing of the final determination that the offer is not responsive unless the Procurement Manager determines notification to the offeror would compromise the City's ability to negotiate with other offerors. The Procurement Officer shall file a copy of the determination in the procurement file.*
- D. *The Procurement Manager shall only disclose responsibility information furnished by an offeror in accordance with **Section 3-5-12**.*
- E. *For the offeror awarded a contract, the Procurement Manager's signature on the contract constitutes a determination that the offeror is responsible.*

R3-5-9.13. Clarification of Offers

- A. *The purpose for clarifications is to provide for a greater mutual understanding of the offer. Clarifications are not negotiations. Material changes to the request for proposal or offer shall not be made by clarification.*
- B. *The Procurement Manager may request clarifications from offerors at any time after receipt of offers. Clarifications may be requested orally or in writing. If clarifications are requested orally, the offeror shall confirm the request in writing. A request for clarifications shall not be considered a determination that the offeror is susceptible for award.*
- C. *The Procurement Manager shall retain any clarifications in the procurement file.*

R3-5-9.14 Negotiations with Responsible Offerors and Revisions of Offers

- A. *The Procurement Manager shall establish procedures and schedules for conducting negotiations. The Procurement Manager shall ensure there is no disclosure of one offeror's price or any information derived from competing offers to another offeror. The Procurement Manager may delegate the duties of this Section to a Department representative.*
- B. *The Procurement Manager may conduct negotiations with responsible offerors to improve offers in such areas as cost, price, specifications, performance, or terms, to achieve best value for the City based on the requirements and the evaluation factors set forth in the solicitation.*
- C. *Negotiations may be conducted orally or in writing. If oral negotiations are conducted, the offeror shall confirm any proposed changes to the terms, conditions, price, or specifications in writing.*

- D. *If negotiations are conducted, negotiations shall be conducted with all offerors determined to be in the competitive range or reasonably susceptible for award. Offerors may revise offers based on negotiations provided that any revision is confirmed in writing.*
- E. *An offeror may withdraw an offer at any time before the final solicitation revision due date and time by submitting a written request to the Procurement Manager.*

R3-5-9.15 Final Solicitation Revisions

- A. *The Procurement Manager shall request written final solicitation revisions from any offeror with whom negotiations have been conducted, unless the offeror has been determined not susceptible for award under **R3-5-9.11** or non-responsible under **R3-5-9.12**. The Procurement Manager shall include in the written request:
 - 1. *The date, time, and place for submission of final solicitation revisions; and*
 - 2. *A statement that if offerors do not submit a written notice of withdrawal or a written final solicitation revision, their immediate previous written solicitation revision will be accepted as their final solicitation revision.**
- B. *The Procurement Manager shall request written final solicitation revisions only once, unless the Procurement Manager makes a written determination that it is advantageous to the City to conduct further negotiations or change the City's requirements.*
- C. *If an apparent mistake that is relevant to the award determination, is discovered after opening of final solicitation revisions, the Procurement Managers shall designate a time-frame within which the offeror, in writing, shall either:
 - 1. *Confirm that no mistake was made and assert that the offer stands as submitted; or*
 - 2. *Acknowledge that a mistake was made, and include the following in a written response:
 - a. *Explanation of the mistake and any other relevant information;*
 - b. *A request for correction including the corrected offer or a request for withdrawal; and*
 - c. *The reasons why correction or withdrawal is consistent with fair competition and in the best interest of the City.***
- D. *An offeror who discovers a mistake in their final solicitation revision may request withdrawal or correction in writing, and shall include the following in the written request:
 - 1. *Explanation of the mistake and any other relevant information;*
 - 2. *A request for correction including the corrected offer or a request for withdrawal; and*
 - 3. *The reasons why correction or withdrawal is consistent with fair competition and in the best interest of the City.**
- E. *In response to a request made under subsections (C) or (D), the Procurement Manager shall make a written determination of whether correction or withdrawal will be allowed based on whether the action is consistent with fair competition and in the best interest of the City. If an offeror does not provide written confirmation of the final solicitation revision, the Procurement Manager shall make a written determination that the most recent written solicitation revision submitted is the final solicitation revision.*

R3-5-9.16 Evaluation of Offers

- A. *The Procurement Manager shall evaluate offers and final solicitation revisions based on the evaluation criteria contained in the request for solicitations. The Procurement Manager shall not modify evaluation criteria or their relative order of importance after offer due date and time.*

- B. *The Procurement Manager may appoint an evaluation committee to assist in the evaluation of offers. If offers are evaluated by an evaluation committee, the evaluation committee shall prepare an evaluation report for the Procurement Manager. The Procurement Manager may:*
 - 1. *Accept or reject the findings of the evaluation committee;*
 - 2. *Request additional information from the evaluation committee; or*
 - 3. *Replace the evaluation committee.*
- C. *The Procurement Manager shall prepare an award determination and place the determination, including any evaluation report or other supporting documentation, in the procurement file. Minor informalities or irregularities in an offer that do not affect the price, do not affect mandatory requirements, and do not compromise the competitive process will not render an offer non-susceptible for award. Upon discovery of a minor informality or irregularity, the Procurement Manager may ask the offeror to resubmit a version correcting the mistake.*

R3-5-9.17 Contract Award

- A. *The Procurement Manager shall award the contract to the responsible offeror whose offer is determined to be most responsive and advantageous to the City based on the evaluation factors set forth in the solicitation. The Procurement Manager shall make a written determination explaining the basis for the award and place it in the procurement file.*
- B. *The Procurement Manager shall notify all offerors of an award.*
- C. *After contract award, the Procurement Manager shall return any offer security provided by the offeror.*
- D. *Within 10 days after contract award the Procurement Manager shall make the procurement file, including all offers, available for public inspection, redacting information that is confidential under **R3-4-2.01**.*

R3-5-9.18 Mistakes Discovered After Award

- A. *If a mistake in the offer is discovered after the award, the offeror may request correction or withdrawal in writing, and shall include all of the following in their written request:*
 - 1. *Explanation of the mistake and any other relevant information;*
 - 2. *A request for correction including the corrected offer or a request for withdrawal; and*
 - 3. *The reasons why correction or withdrawal is consistent with fair competition and in the best interest of the City.*
- B. *Based on the considerations of fair competition and the best interest of the City, the Procurement Manager may:*
 - 1. *Allow correction of the mistake;*
 - 2. *Cancel all or part of the award; or*
 - 3. *Deny correction or withdrawal.*
- C. *After cancellation of all or part of an award, if the offer acceptance period has not expired, the Procurement Manager may award all or part of the contract to the next responsible offeror whose offer is determined to be the next most advantageous to the City according to the evaluation factors contained in the solicitation.*

§ 3-5-10 Competitive sealed proposals

- A. If the Procurement Manager determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the City, a contract for materials or services may be entered into by competitive sealed proposals. This section does not apply to procurement of construction, construction services or specified professional services pursuant to **Section 3-5-20**. Construction services shall be procured pursuant to **Section 3-5-14** or **3-5-20**.
- B. Proposals shall be solicited through a request for proposals.
- C. Adequate public notice of the request for proposals shall be given in the same manner as provided in **Section 3-5-9**.
- D. Proposals shall be opened publicly at the time and place designated in the request for proposals. The name of each offeror and such other relevant information shall be publicly read and recorded in accordance with rules adopted by the Procurement Manager. All other information contained in the proposals shall be confidential until after contract award. Any trade secrets or other proprietary data designated by the offeror may or may not remain confidential in accordance with rules adopted by the Procurement Manager.
- E. The request for proposals shall state the relative importance of price and other evaluation factors. Specific numerical weighting is not required.
- F. As provided in the request for proposals, and under rules adopted by the Procurement Manager, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible to being selected for award for the purpose of clarification to assure full understanding of the solicitation requirements and to permit revision of offers. Offerors shall be accorded fair treatment with respect to any opportunity for discussion. Revisions may be permitted after submission and before award. If discussions are conducted, all offerors who have submitted proposals that are determined by the Procurement Manager to be in the competitive range shall be invited to submit a final proposal revision. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.
- G. The award shall be made to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the City taking into consideration the evaluation factors set forth in the request for proposals. No other factors or criteria may be used in the evaluation. The amount of any applicable transaction privilege or use tax of the City, except as allowed by **Section 3-5-9(F)** and applied to proposals, is not a factor in determining the most advantageous proposal. The contract file shall contain the basis on which the award is made.

A.R.S. § 41-2534 with changes.

R3-5-10 *[Rules as set forth in R3-5-9.01 ff. are applicable to this section]*

§ 3-5-11 Cancellation of invitation for bids or requests for proposals

An invitation for bids, a request for proposals or other solicitation may be cancelled or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation if it is in the best interests of the City as determined by the Procurement Manager and the evaluators. The reasons for the cancellation or rejection shall be made part of the contract file. The City Council may reject any bid that exceeds the prescribed amounts in **Section 3-4-8**.

A.R.S. § 41-2539 with changes.

R3-5-11 *n/a*

§ 3-5-12 Responsibility of bidders and offerors

- A. A written determination of non-responsibility of a bidder or offeror shall be made in accordance with rules adopted by the Procurement Manager. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility shall be grounds for a determination of non-responsibility with respect to the bidder or offerors. A finding of non-responsibility shall not be construed as a violation of the rights of any person.
- B. Information furnished by a bidder or offeror pursuant to this section shall not be disclosed outside of the office of the Procurement Manager without prior written consent by the bidder or offeror except to law enforcement agencies or as otherwise required by applicable law.

A.R.S. § 41-2540 with changes.

R3-5-12 *n/a*

§ 3-5-13 Sole source and single source procurement

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

A.R.S. § 41-2536 with changes.

R3-5-13 *Sole and Single Source Procurements*

- A. *A Department Director must submit a written request for approval to procure from a sole or single source to the Procurement Manager before proceeding. The request shall include the following information:*
 - 1. *A description of the procurement need and the reason why there is only a sole or single source available or no reasonable alternative exists;*
 - 2. *The name of the proposed supplier;*

3. *The duration and estimated total dollar value of the proposed procurement;*
 4. *Documentation that the price submitted is fair and reasonable pursuant to **R3-5-23.02**; and*
 5. *A description of efforts made to seek other sources.*
- B. The Procurement Manager shall post the request on the City procurement office website and invite comments on the sole or single source request for five working days. Following this period, if no comments are received, the Procurement Manager may issue written approval with any conditions or restrictions. If written comments are received, or the Procurement Manager otherwise learns that another source is available or a reasonable alternative exists, the Procurement Manager shall designate the selection method to be used for the procurement.*
- D. If the sole or single source procurement is authorized or approved, the Procurement Manager shall award the contract most advantageous to the City.*
- E. The Procurement Manager shall keep a record of all sole and single source procurements.*

§ 3-5-14 Emergency procurements

Notwithstanding any other provision of this Article, the Procurement Manager may make or authorize others to make emergency procurements if there exists a threat to public health, welfare, or safety or if a situation exists which makes compliance with **Sections 3-5-9, 3-5-10, or 3-5-20** impracticable, unnecessary or contrary to the public interest as defined in rules adopted by the Procurement Manager, except that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file, and a full report of the circumstances of the emergency and the goods and services obtained shall be reported to the Council at its next regular meeting.

A.R.S. § 41-2537 with changes.

R3-5-14 Emergency Procurements

- A. For the purposes of **Section 3-5-14**, the term “emergency” means any condition creating an immediate and serious need for materials, services, or construction in which the City’s best interests are not met through the use of other source-selection methods. The condition must seriously threaten the functioning of City government, the preservation or protection of property, or the health or safety of a person.*
- B. For the purposes of this Section, an emergency procurement is not dependent upon a proclamation of emergency by the Mayor, and does not impede the Mayor’s authority to govern during an emergency by proclamation. The Procurement Manager will, upon approving an emergency procurement request or upon receipt of notification as set forth in subsection (E) below, notify the City Manager within five (5) working days.*
- C. The Procurement Manager may delegate this authority. If not delegated, the Department Director shall submit the written request for, or notification of, the emergency procurement to the Procurement Manager. The request shall include the following information:*
1. *A description of the procurement need and the reason for the emergency;*
 2. *The name of the supplier;*
 3. *The duration and estimated total dollar value of the procurement; and*
 4. *Documentation that the price submitted is fair and reasonable pursuant to **R3-5-23.02**.*

- D. *The Department Director shall obtain approval from the Procurement Manager before proceeding with an emergency procurement. The Procurement Manager shall either:*
 - 1. *Issue written approval, with any conditions or restrictions;*
 - 2. *Request additional information from the Director; or*
 - 3. *Deny the request.*
- E. *An employee acting within the Department's authority may proceed with an emergency procurement without approval from the Procurement Manager if the emergency necessitates immediate response and it is impracticable to contact the Procurement Manager or the Procurement Manager's designee. The Department Director shall submit a written confirmation of the emergency procurement to the Procurement Manager within three (3) working days of the emergency.*
- F. *A Department making an emergency procurement shall limit the procurement to such actions necessary to address the emergency.*
- G. *A Department making an emergency procurement shall employ maximum competition, given the circumstances, to protect the interests of the City.*
- H. *The Procurement Manager shall keep a record of all emergency procurements.*

§ 3-5-15 Competition Impracticable Procurement

Notwithstanding any other provision of this Article, the Procurement Manager may make, or authorize others to make, procurements that do not have to meet the requirements in **Sections 3-5-9, 3-5-10, or 3-5-20** if the Procurement Manager deems compliance with those provisions impracticable, unnecessary, or disadvantageous to the City's interest. Such procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the procurement and for the selection of the particular contractor shall be included in the contract file.

A.R.S. § 41-2537 with changes.

R3-5-15 Competition Impracticable Procurements

- A. *For the purposes of this Section, "competition impracticable" means a procurement situation exists which makes compliance with other provisions of the City's Procurement Code impracticable, unnecessary, or contrary to the public interest, but which is not an emergency or sole source procurement under Sections 3-5-13 and 3-5-14.*
- B. *The Department Director seeking a competition impracticable procurement shall obtain the approval of the Procurement Manager before proceeding.*
- C. *The Director shall submit a written request for approval containing the following:*
 - 1. *An explanation of the procurement need and the unusual or unique situation that makes compliance with other provisions of the City's Procurement Code impracticable, unnecessary, or contrary to the public interest;*
 - 2. *What selection method the Director proposes to use to foster as much competition as is practicable under the circumstances;*
 - 3. *An explanation of why the proposed procurement is advantageous to the City; and*
 - 4. *The scope, duration, and estimated total dollar value of the procurement need.*
- D. *The Procurement Manager shall:*
 - 1. *Issue written approval, with any conditions or restrictions;*
 - 2. *Request additional information from the Department Director; or*

3. *Deny the request.*

E. *The Procurement Manager shall keep a record of all competition impracticable procurements.*

§ 3-5-16 Request for information

The Procurement Manager may issue a request for information to obtain data about services or materials available to meet a specific need. Adequate public notice as specified in **Section 3-5-9** shall be provided.

A.R.S. § 41-2555 with changes.

R3-5-16 Request for Information

The Procurement Manager may issue a request for information to obtain price, delivery, technical information or capabilities for planning purposes.

1. *Responses to a request for information are not offers and cannot be accepted to form a binding contract.*
2. *To the extent allowed by law, information contained in a response to a request for information may be considered confidential until the procurement process is concluded or two years, whichever occurs first.*
3. *There is no required format to be used for requests for information.*

§ 3-5-17 Demonstration projects

- A. A demonstration project may be undertaken if the Procurement Manager determines in writing that the project is innovative, unique, and in the best interests of the City. The City shall not be obligated to pay the contractor during the demonstration period, or to procure or lease the services or materials supplied by the contractor. However, on the written request and justification by a Department Director and written determination by the Procurement Manager, the City may pay the contractor all or part of the expendable costs incurred during the demonstration period. The term of the demonstration shall not exceed two years.
- B. A subsequent contract to procure or lease services or materials previously supplied during a demonstration project may be procured under this Section, subject to the Procurement Manager's approval, or it may be procured as otherwise provided in this Article.
- C. Except as otherwise provided by law, a contractor for a demonstration project shall not be precluded from participating as a bidder or offeror in a procurement for the services or materials supplied during a demonstration project.

A.R.S. § 41-2556 with changes.

R3-5-17 Demonstration Projects

- A. *The Department Director shall submit a written request to the Procurement Manager to award a contract for a demonstration project. The written request shall contain the following:*
 1. *Name of the Department;*
 2. *Name of the contractor;*
 3. *Description of the project, including unique and innovative features of the project;*

4. *Statement and explanation that the project is in best interest of the City;*
 5. *Duration of the project;*
 6. *Proposed contract terms and conditions;*
 7. *Request for reimbursement of costs that are expendable and incurred by the contractor during the demonstration period; and*
 8. *Estimated costs of reimbursable costs.*
- B. *The Department Director shall obtain approval from the Procurement Manager before proceeding with a demonstration project. The Procurement Manager shall either:*
1. *Issue written approval, with any conditions or restrictions;*
 2. *Request additional information from the Department Director; or*
 3. *Deny the request in whole or in part.*
- D. *The Department Director may submit a written request to the Procurement Manager to purchase or lease from the demonstration contractor after evaluation, but no later than 12 months after the project ends. The request must contain the following:*
1. *Name of the Department;*
 2. *Name of the contractor;*
 3. *Description of the project, including unique and innovative features of the project;*
 4. *Results from the evaluation justifying the lease or purchase;*
 5. *Cost to the City;*
 6. *Duration of the proposed contract; and*
 7. *Proposed contract terms and conditions.*
- E. *The Department Director shall obtain approval from the Procurement Manager before proceeding with purchasing or leasing from the demonstration contractor. The Procurement Manager shall:*
1. *Issue written approval, with any conditions or restrictions, pursuant to this Section;*
 2. *Issue written approval, with any conditions or restrictions, pursuant to other provisions of this Article;*
 3. *Request additional information from the Department Director; or*
 4. *Deny the request.*

§ 3-5-18 Unsolicited proposals

A contract may be awarded based on an unsolicited proposal only if the Procurement Manager determines in writing that **Section 3-5-13** or **3-5-15** applies. The determination shall also include the following findings:

1. The proposal is innovative and unique.
2. The proposal is not available without restriction from another source and does not closely resemble a similar product which is either available or pending in the industry.
3. The City Department receiving the proposal has sufficiently supported its recommendations with facts and circumstances that preclude competition.
4. The Procurement Manager has approved in writing the award of a contract based on the unsolicited proposal.

A.R.S. § 41-2557 with changes.

R3-5-18 Unsolicited Proposals

- A. *An unsolicited proposal shall be a proposal that is submitted at the initiative of the offeror, and not in response to a solicitation.*
- B. *An unsolicited proposal shall be submitted in writing and in sufficient detail for the Procurement Manager to understand the proposal.*
- C. *An unsolicited proposal shall not be an offer to an existing and known City need for goods or services.*
- D. *The Department Director shall submit a written request to the Procurement Manager to award a contract resulting from an unsolicited proposal. The written request shall contain the following:*
 - 1. *Name of the Department;*
 - 2. *Name of the contractor;*
 - 3. *Description of the goods or services, including unique and innovative features;*
 - 4. *Statement and explanation that the purchase of the goods or services would be in best interest of the City;*
 - 5. *Duration of the contract; and*
 - 6. *Proposed contract terms and conditions.*
- E. *The Department Director shall obtain approval from the Procurement Manager before proceeding with an unsolicited proposal. The Procurement Manager shall:*
 - 1. *Issue written approval, with any conditions or restrictions;*
 - 2. *Request additional information from the Department Director; or*
 - 3. *Deny the request.*

§ 3-5-19 **General Services Administration (GSA) contracts**

Notwithstanding **Sections 3-5-9** and **3-5-10**, the Procurement Manager or the Procurement Manager's designee may use the pricing and cost schedules of General Services Administration (GSA) contracts for materials and services. The Procurement Manager or the Procurement Manager's designee may authorize a City Department to make purchases under a GSA contract approved by the Procurement Manager or the Procurement Manager's designee without complying with the requirements prescribed in **Section 3-5-9** or **3-5-10** if the Procurement Manager or the Procurement Manager's designee determines that it meets the requirements established by the rules.

A.R.S. § 41-2558 with changes.

R3-5-19 General Services Administration (GSA) Contracts

- A. *The Procurement Manager may purchase products or services using General Services Administration (GSA) schedules or contracts under the following conditions:*
 - 1. *Use of the GSA contract or schedule is cost effective and in the best interest of the City;*
 - 2. *Price is equal to or less than the contractor's current GSA price;*
 - 3. *Price is fair and reasonable;*
 - 4. *Contractor is willing to offer GSA pricing and terms to the City;*
 - 5. *Comparable products or services are not restricted under a set-aside contract; and*
 - 6. *Contractor is willing to accept required City contract terms and conditions.*
- B. *The Procurement Manager shall make a written determination that use of the GSA contract or schedule is in the best interest of the City. The determination shall contain the following:*

1. *Name of the contractor;*
2. *GSA contract or schedule number and that the GSA allows the contract to be used;*
3. *Procurement description;*
4. *Analysis of price, quality, and other relevant factors;*
5. *Statement that the price is fair and reasonable; and*
6. *Statement that the GSA contract specifically allows use by other agencies.*

§ 3-5-20 Procurement of Construction and Specified Professional Services

Professional services contracts with technical registrants, as defined in **A.R.S. Title 32**, and construction services contracts will be governed by the provisions of **A.R.S. Title 34**.

R3-5-20 *n/a*

§ 3-5-21 Cost principles rules

The Procurement Manager may adopt rules setting forth cost principles which shall be used to determine the allowability of incurred costs under contract provisions which provide for the reimbursement of costs.

A.R.S. § 41-2591 with changes.

R3-5-21 *n/a*

§ 3-5-22 Approval of accounting system

Except with respect to firm fixed-price contracts, no contract type may be used unless it is determined in writing by the Procurement Manager, or the Procurement Manager's designee that the proposed contractor's accounting system is adequate to allocate costs.

A.R.S. § 41-2545 with changes.

R3-5-22 *n/a*

§ 3-5-23 Cost or pricing data

The submission of current cost or pricing data may be required in connection with an award in situations in which analysis of the proposed price is essential to determine that the price is reasonable and fair. The Procurement Manager may establish by rules what constitutes a fair and reasonable price.

A.R.S. § 41-2543 with changes.

R3-5-23.01 Cost Principles

The cost principles set forth in the Code of Federal Regulations, 48 CFR Chapter 1, Part 31 may be used to determine the allowability of incurred costs under contract provisions that provide for the reimbursement of costs.

R3-5-23.02 Determination of Fair and Reasonable Price

- A. *For contract and contract modifications that exceed \$100,000, and even with prior Council approval, the Procurement Manager shall determine in writing that the price is fair and reasonable only when one of the following requirements is met:*
 - 1. *The contract or modification is based on adequate price competition;*
 - 2. *Price is supported by an established catalog or market prices;*
 - 3. *Price is set by law or rule; or*
 - 4. *Price is supported by relevant, historical price data.*
- B. *The Department Director shall submit a request to the Procurement Manager to waive the requirement for a fair and reasonable price determination under this section if the proposed contract or contract modification lacks prior or historical references, or for other reasons as stated by the Department Director. The request shall be in writing and state the reasons for the waiver.*
- C. *The Procurement Manager shall either:*
 - 1. *Issue a determination of fair and reasonable price, or a waiver under subsection (B);*
 - 2. *Request additional information from the Department Director upon which to base a decision; or*
 - 3. *Issue a determination that the price is not fair and reasonable.*

R3-5-23.03 Submission and Certification of Cost or Pricing Data

- A. *The offeror or contractor shall submit certified cost or pricing data in the manner, and within the time-frames, prescribed by the Procurement Manager.*
- B. *The Procurement Manager shall request the submission of cost or pricing data from the offeror or contractor when:*
 - 1. *The Procurement Manager cannot determine the price is fair and reasonable; or*
 - 2. *The Procurement Manager determines in writing that it is in the best interest of the City regardless of the amount of the contract or contract modification.*
- C. *The offeror or contractor shall keep all cost or pricing data submitted current until the negotiations are concluded.*
- D. *The offeror or contractor shall certify cost or pricing data by including a signed statement with the submission that all data is accurate, complete, and current to the best of the offeror's or contractor's knowledge and belief as of a date mutually determined with the Procurement Manager, but before the date of either:*
 - 1. *The pricing of any contract awarded by competitive sealed proposals or pursuant to the sole source procurement authority, if the total contract price is expected to exceed an amount established by department rules.*
 - 2. *The pricing of any change order or contract modification which is expected to exceed an amount established by department rules.*

R3-5-23.04 Refusal to Submit Cost or Pricing Data

- A. *If an offeror fails to submit cost or pricing data in the required form and within the time-frames required, the Procurement Manager may reject the offer on that basis alone.*
- B. *If a contractor fails to submit cost or pricing data to support a contract modification in the form required and within the time-frames required, the Procurement Manager may reject or further modify the contract modification subject to any hearing or grievance rights the contractor may have under this Article.*

R3-5-23.05 Defective Cost or Pricing Data

- A. *The Procurement Manager may reduce the contract price if, upon written determination, the cost or pricing data is defective.*
- B. *The Procurement Manager shall reduce the contract price in the amount of the defect plus related overhead and profit or fee, if the defective data was used in awarding the contract or contract modification.*
- C. *The offeror or contractor may appeal any dispute regarding the existence of defective cost or pricing data or the amount of an adjustment due to defective cost or pricing data. The price, as adjusted by the Procurement Manager, shall remain in effect until any claim is settled or resolved as provided in this Article.*

R3-5-23.06 Contractor's Markup on Reimbursable Expenses

Contractor's markup on reimbursable costs shall be included in the provisions of the contract and should be limited to ten percent (10%) over actual costs unless otherwise approved in writing by the Procurement Manager.

ARTICLE 3-6 MATERIAL MANAGEMENT

§ 3-6-1 Definitions

In Article 3-6, unless the context otherwise requires:

- 1. "Property" means assets with a useful life of more than one year.
- 2. "Property transfer form" means a form submitted by the department requesting transfer of fixed assets between departments or transfer of property to or from the Surplus Property Program.
- 3. "Surplus property" means property no longer needed by City departments for their operations, obsolete property, property in poor or non-working condition, or property that is a by-product (e.g. scrap metal, used tires and oil, etc.). It does not include real property, which is governed by **Section 3-6-4** of this Article.
- 4. "Unclaimed, lost and confiscated property" means all property used as evidence in the courts and remaining unclaimed after final disposition, property seized by a peace officer as being used unlawfully, and all property coming into the hands of any City Officer or employee as lost or unclaimed.

R3-6-1 n/a

§ 3-6-2 Property Administrator

The Procurement Manager, as appointed by the City Manager, shall serve as the Property Administrator for the City and shall be primarily responsible for all property, real or personal, belonging to the City. The Procurement Manager may designate another employee of the City as Property Administrator, and such designee shall report to the Procurement Manager. The real estate coordinator, and other real estate staff, in the Engineering Department will report to the Director of

Engineering, but will coordinate and advise the Property Administrator of all real estate transactions for the City.

R3-6-2 *n/a*

§ 3-6-3 Surplus property management rules

The Procurement Manager shall adopt rules governing:

1. The transfer of surplus property and operation of the surplus property program.
2. The sale or disposal of surplus, unclaimed and seized property by public auction, competitive formal and informal bid, electronic, or other appropriate method designated by regulation.
3. The trade-in of surplus property for purchase of new equipment.

R3-6-3.01 Inventory Management.

The Procurement Manager shall control and supervise all existing and future City warehouses established for the purpose of purchasing, storing and issuing supplies used in large quantities and which may be purchased and stored advantageously. The purchase of inventory will be funded through a stores revolving fund of sufficient amount to finance inventory purchases. Such funds shall be under the control of the Procurement Manager, who shall also be responsible and accountable for all warehouse materials and maintain a perpetual inventory record thereof. The Procurement Manager will establish policies and procedures governing the addition or deletion of items carried in inventory, the sale or other disposal of inventory items no longer needed, delivery and other services provided to using agencies, and any policies or procedures required for efficient and effective operation of the inventory system.

R3-6-3.02 Disposition of Surplus Property.

- A. *The Procurement Manager will operate a surplus property program for the purpose of receiving, storing, transferring, or selling surplus property no longer needed by using agencies.*
- B. *Department Directors shall use a Property Transfer Form to request authorization to transfer fixed assets to another department, or to request transfer of property into or from the surplus property program.*
- C. *Unless otherwise provided for in Article 3-6, surplus property no longer needed by any department shall be offered for sale through competitive bids or public auction. Sales by competitive bid will be conducted in accordance with competitive sealed bidding requirements, except that sale shall be made to the highest responsible bidder. Public auctions may be conducted on-site or electronic. On-line reverse auctions are an acceptable means of disposal.*
- D. *Unless otherwise provided, all proceeds from sale or auction of surplus property will be deposited into an appropriate fund as determined by the Finance Director. Proceeds from sale of enterprise, federal, grant or other special designation property will be reimbursed, less pro-rated selling expenses, to the appropriate fund, after completion of each sale.*

R3-6-3.03 Disposition of Unclaimed, Lost, Confiscated Property.

- A. *The Police Department will notify the Property Administrator of all unclaimed, lost and confiscated property not claimed or taken away by owner or finder, excluding all firearms, ammunition, knives or other weapons and excluding any items determined to be of use in special police operations.*
- B. *After notification to the Property Administrator, unclaimed or lost property may be transferred to other departments upon submission of a detailed request from a City Department Director to the Procurement Manager. The request shall include a detailed description of the equipment and explanation of why the equipment is needed. A copy of approved requests will be forwarded to the Finance Department.*
- C. *Unless otherwise provided for, all remaining unclaimed, lost and confiscated property shall be disposed of at public auction. Notice of public auction of unclaimed, lost and confiscated property shall be published three times prior to sale, the first notice to be at least ten (10) days prior to the date of sale. All public auctions will be conducted under the direction of the Procurement Manager. Proceeds of the auction, less selling expenses if applicable, will be deposited to the general fund unless otherwise required by court order(s).*
- D. *Notwithstanding any other provision, surplus, unclaimed, or lost property not needed by City Departments may be disposed of other than by competitive bid or public auction, provided that any such noncompetitive disposition is made with the approval of the Property Administrator and Procurement Manager, the City Attorney, and the Mayor and Council. Mayor and Council shall consider the monetary loss to the City and determine whether such disposition is in the public interest.*
- E. *Notwithstanding these provisions, surplus fire apparatus and/or related equipment may be disposed of through noncompetitive sale with public emergency, fire, rescue or medical agencies. The fire chief and/or his designee may dispose of surplus fire apparatus and/or related equipment through noncompetitive sale at fair market value with public emergency, fire, rescue or medical agencies, with the proceeds of such a sale restricted for use by the fire department for the purchase of replacement equipment or apparatus.*

§ 3-6-4 Disposition of Real Property

Any disposition of real property or improvements thereto may be made by public auction or otherwise in accordance with an approved method as determined by City Council.

R3-6-4 n/a