



MELBOURNE AIRPORT AUTHORITY BOARD MEETING
AGENDA

September 25, 2019 at 8:30 AM
Orlando Melbourne International Airport Board Room

Pledge of Allegiance

Airport Announcements

Action Items

Approval of the minutes of the August 28, 2019 meeting in the Orlando Melbourne International Airport Board Room.

Item A-1 Recommendation to Approve Melbourne Airport Authority Purchasing Manual Revision 13.

The Melbourne Airport Authority established an airport specific Purchasing Manual via Resolution 2-94 in February 1994. The manual has undergone 12 administrative revisions since its inception, the last in January 2015 via Resolution 2-15. Revision 13 is a substantial rewrite creating a structured, robust manual which will be presented to the Board by the airport's procurement manager.

Staff recommends approval of Melbourne Airport Authority Purchasing Manual Revision 13.

Item A-2 Approval of a Lease Agreement for Unit 1 Aerospace Center with STS Repair and Modifications, LLC.

STS Repair and Modifications, LLC (STS) has been leasing Unit 1 on a temporary basis as it continues to grow its lines of business at Orlando Melbourne International Airport (MLB). At this time, STS is ready to enter into a permanent lease for the 39,600 square foot facility in MLB's Cargo Building for its ground equipment maintenance operation.

The salient points of the Lease are as follows:

- Term: Base term of three years with eight, three-year option periods. The option periods align with the length of STS's current hangar and Unit 6 leases.
- Lease Rate:
 - Base rent is \$5.00 per square foot per year, which is \$198,000 annually.
 - Common Area Maintenance (CAM) charge is \$1.50 per square foot per year, which is \$59,400 annually.
- Rent and CAM Adjustments: CPI adjustments will occur upon the exercise of an option period with a minimum of 2 percent and a maximum of 5 percent per year.
- Taxes and Fees: STS is responsible for all taxes and fees associated with the lease.
- Maintenance: Airport is responsible for the replacement of the HVAC system or any HVAC units, if necessary. It is also responsible for any exterior maintenance, roof repairs or replacement.

This lease will generate revenues of approximately \$772,200 over the original three (3) year term of the lease, not including CPI adjustments.

Staff recommends approval of the Lease Agreement for Unit 1 Aerospace Center Lease with STS Repair and Modifications, LLC, and authorization for the Executive Director to execute said Lease on the behalf of the Authority.

Item A-3 Approval of an Option to Exchange Premises, Option to Lease, and Right of First Refusal with STS Repair and Modification, LLC.

This item is related to Item A-2. STS Repair and Modification, LLC (STS) would like the flexibility to be able to locate its ground equipment repair operation to a unit in Aerospace Center that is closer to its current operation in Unit 6.

This document allows STS to exchange its Unit 1 facility with Units 3, 4, and 5 if those units should become available. STS will have 30 days from the Notice of Vacancy to exercise its option. If STS should exercise its option, then an appraisal will be conducted to determine the rental rate of the units.

If STS does not exercise its option within that 30-day period, it will have a six-month Right of First Refusal (ROFR) on those units. If the airport receives a bona fide offer from a third party to lease any or all of the units, then the airport will notify STS of such offer. STS will have 10 days after receipt of the Notice of Offer to exercise its Right of First Refusal. If STS does exercise its ROFR, airport will provide STS a draft lease agreement with substantially the same terms as the third-party bona fide offer. If STS does not provide airport with written notice of exercise then STS relinquishes its rights.

Staff recommends approval of an Option to Exchange Premises, Option to Lease, and Right of First Refusal with STS Repair and Modifications, LLC and authorization for the Executive Director to execute said Option on the behalf of the Authority.

Item A-4 Approval of a Right of First Refusal with “Project Peregrine II”.

As the Airport Authority Board is aware, Airport staff has been engaged in negotiations with an entity known as “Project Peregrine II”. This project name is being used to protect its anonymity as it thoroughly investigates locating its business to the Orlando Melbourne International Airport.

As part of those negotiations, representatives for “Project Peregrine II” have requested that the Airport provide a 45-day Right of First Refusal on the parcel of property in which “Project Peregrine II” is interested. This is so “Project Peregrine II” can expend efforts continuing to evaluate the Orlando Melbourne International Airport as a possible landlord without fear that a third party will, in the very short term, lease the parcel before it can fully commit by entering into a lease.

Airport staff has considered the request carefully, including evaluating other third-party interest in the subject property, and in an effort to accommodate “Project Peregrine II”, Airport staff believes a 45-day Right of First Refusal, which is appropriately short in duration, is in the Airport’s best interest at this time. Staff recommends approval of the Right of First Refusal with “Project Peregrine II”, and authorization for the Executive Director to execute said agreement on behalf of the Authority.

Item A-5 Recommendation to Approve a Lease with the Department of the Air Force for the Advance Lightning Detection Site.

This is a renewal with the Department of the Air Force (Air Force) for its Advance Lightning Detection site located on 20 square feet of the airfield.

The salient points of the Lease are as follows:

- Term: Base term of one year with four, one-year options.
- Lease Rate: This is a no cost lease

Staff recommends approval of the Lease with the Department of the Air Force for the Advance Lightning Detection Site, and authorization for the Executive Director to execute such Lease on behalf of the Authority.

Item A-6 Recommendation to Approve Resolution 5a-19 Florida Department of Transportation Grant for the Obstruction Removal and Markings Project.

In July, the Board approved the resolution for the Florida Department of Transportation (FDOT) for its share of the Obstruction Removal and Markings Project. The grant amount from FDOT was less than 50/50 as a portion of the work – pre-design – had been completed and was ineligible for grant consideration. After FDOT’s review of the resolution, they have responded back that they can increase their share of the 50/50 split, making only a portion of the pre-design costs ineligible. This will increase FDOT’s grant participation by \$31,383.79 and reduces the Airport’s portion by the same amount. The revised funding is as follows:

FAA	\$ 1,102,472.01
FDOT	\$ 59,596.70
MAA	<u>\$ 62,600.19</u>
Total	\$ 1,224,968.90

Staff recommends approval of Resolution 05a-19 (which supersedes Resolution 05-19) Florida Department of Transportation’s portion of the grant for the Obstruction Removal and Markings Project and authorization for the Chairman to execute said resolution on behalf of the Authority.

Item A-7 Recommendation for acceptance of a \$550,000 Other Transaction Agreement (OTA) from the Federal Aviation Administration (FAA) for related Air Traffic Control Tower expenses.

The Federal Aviation Administration (FAA) has provided to the Airport a \$550,000.00 Other Transaction Agreement (OTA) for the maintenance and service of non-FAA systems of the newly constructed Air Traffic Control Tower (ATCT). These funds will be administered as a single lump sum payment to the Airport and would be equally applied over the next 10 years to the ATCT section of the Airfield cost center budget.

Additionally, the FAA proposes to enter into a Memorandum of Agreement (MOA), rather than a lease, for use of the ATCT. The MOA incorporates standardized language that has been adopted at all contracted Air Traffic Control Tower locations throughout the United States. Certification of the new facility is scheduled for October 16, 2019.

Staff recommends approval for acceptance of a \$550,000 Other Transaction Agreement from the Federal Aviation Administration for related Air Traffic Control Tower expenses and acceptance of payment from the FAA and authorization for the Executive Director to execute such Memorandum of Agreement on behalf of the Authority.

Information Items

- Item I-1 Financial Update**
- Item I-2 Operations Update**
- Item I-3 Construction Projects Update**
- Item I-4 ATCT Construction Project Update**
- Item I-5 Business Development and Marketing Update**

Public Speakers

Adjournment

Pursuant to 286.0105, Florida Statutes, the Airport hereby advises the public that if a person decides to appeal any decision made by the Airport Authority with respect to any matter considered at its meeting or hearing, he will need a record of the proceedings, and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the Airport (723-6227) at least 48 hours prior to the meeting.



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Melbourne, FL 32901 USA
MLBair.com

RESOLUTION NO. 5a-19

A RESOLUTION OF THE CITY OF MELBOURNE AIRPORT AUTHORITY, BREVARD COUNTY, FLORIDA, ENTERING INTO "JOINT PARTICIPATION AGREEMENT" FOR THE OBSTRUCTION REMOVAL AND MARKINGS PROJECT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PROVIDING FOR THE FINANCIAL PARTICIPATION BY THE DEPARTMENT OF TRANSPORTATION IN CERTAIN AIRPORT IMPROVEMENT PROJECTS AT THE MELBOURNE INTERNATIONAL AIRPORT

WHEREAS, the City of Melbourne Airport Authority has requested financial participation by the State of Florida Department of Transportation in certain Airport improvement projects, and

WHEREAS, the State Department of Transportation has approved the request for financial assistance and agrees to a maximum participation in the amount not to exceed \$59,596.70 upon the terms and conditions stated in said agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF MELBOURNE AIRPORT AUTHORITY AS FOLLOWS:

SECTION 1. That the City of Melbourne Airport Authority, Brevard County, Florida, agrees to enter into a "Joint Participation Agreement" with the State of Florida Department of Transportation providing for assistance by the State in the form of a Grant in the amount not to exceed \$59,596.70 upon the terms and conditions stated in said agreement

SECTION 2. That Jack Ryals, Chairman, is hereby to execute on behalf of the City of Melbourne Airport Authority, and Gregory Donovan, Executive Director, is hereby authorized and directed to impress the official seal of the City of Melbourne Airport Authority, Brevard County, Florida, and attest said execution.

SECTION 3. That the City of Melbourne Airport Authority, Brevard County, Florida, expresses its sincere appreciation to the State Department of Transportation for the above grant and pledges its continued support and cooperation in the improvement and development of the Melbourne International Airport as a vital link in the State's Transportation System.

SECTION 4. This Resolution was duly passed at a regular meeting of the Melbourne Airport Authority, Brevard County, Florida, on the 25TH Day of September, 2019.

BY: _____
Jack Ryals, Chairman
Melbourne Airport Authority

ATTEST:

Greg Donovan, Executive Director

ORLANDO MELBOURNE INTERNATIONAL AIRPORT

Income Statement

July 31, 2019

	Year To Date Actual		\$ change	% change
	7/31/2019	7/31/2018		
Operating Revenue				
Airline Landing Fees	500,026	320,978	179,048	56%
Airline Service Fees	1,788,850	1,580,400	208,451	13%
Land & Bldg Lease Rents	6,923,935	6,721,346	202,589	3%
Terminal Rents	191,229	168,149	23,080	14%
Parking Lot Fees	1,534,943	1,476,918	58,026	4%
Car Rental Concessions	874,296	838,439	35,857	4%
Restaurant Concessions	115,399	92,592	22,807	25%
Mobile Home Park Rent	1,696,734	1,521,505	175,229	12%
T-Hangar Rentals	94,740	96,335	(1,595)	-2%
Operating Grant Revenue	61,097	128,633	(67,536)	-53%
Other	251,563	275,117	(23,554)	-9%
Total Operating Revenues	14,032,812	13,220,411	812,401	6%
Operating Expense:				
Personnel Services	3,871,201	3,835,342	35,859	1%
Contract Services	4,349,410	3,987,854	361,557	9%
Police & Fire Services	948,343	926,760	21,583	2%
Maintenance and Operations	4,009,753	4,437,630	(427,877)	-10%
Other	-	123,225	(123,225)	-100%
Total Operating Expenses	13,178,708	13,310,811	(132,104)	-1%
Operating Income (Loss)	854,105	(90,400)	944,505	
Non-Operating Revenue (Expense):				
Passenger Facility Charges	934,595	544,658	389,937	72%
Customer Facility Charges	180,738	-	180,738	#DIV/0!
Gain on Sale of Assets	5,476	8,339	(2,863)	-34%
Interest Income (Loss)	276,549	146,195	130,353	89%
Ad Valorem Tax Revenue	1,741,692	1,764,398	(22,705)	-1%
Ad Valorem Tax Expense	(1,754,588)	(1,803,219)	48,631	-3%
(Loss) on Disposal of Fixed Assets	-	(1,077,668)	1,077,668	-100%
Other	-	-	-	#DIV/0!
Total Non-Operating Revenue (Expense)	1,384,462	(417,296)	1,801,758	
Net Income (Loss) Before Depreciation*	2,238,567	(507,696)		

* Net Income before capital contributions and transfers

ORLANDO MELBOURNE INTERNATIONAL AIRPORT
Statement of Revenues, Expenditures and Changes in Fund Net Assets
July 31, 2019

	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>% of Budget</u>
Operating Revenues:			
Airline Landing Fees	500,026	398,933	125%
Airline Service Fees	1,788,850	2,013,275	89%
Land & Bldg Lease Rents	6,923,935	7,993,940	87%
Terminal Rents	191,229	244,797	78%
Parking Lot Fees	1,534,943	1,850,040	83%
Car Rental Concessions	874,296	922,531	95%
Restaurant Concessions	115,399	109,998	105%
Mobile Home Park Rent	1,696,734	2,043,592	83%
T-Hangar Rentals	94,740	115,766	82%
Operating Grant Revenue	61,097	73,200	83%
Other	251,563	459,313	55%
Total Operating Revenues	14,032,812	16,225,385	86%
Operating Expense:			
Personnel Services	3,871,201	5,419,743	71%
Contract Services	4,349,410	5,192,994	84%
Police & Fire Services	948,343	1,132,365	84%
Maintenance and Operations	4,009,753	5,341,151	75%
Other	-	-	#DIV/0!
Total Operating Expenses	13,178,708	17,086,253	77%
Operating Income (Loss)	854,105	(860,868)	
<u>Non-Operating Revenue (Expense):</u>			
Passenger Facility Charges	934,595	1,084,430	86%
Customer Facility Charges	180,738	-	#DIV/0!
Gain on Sale of Assets	5,476	-	#DIV/0!
Interest Income (Loss)	276,549	171,509	161%
Ad Valorem Tax Revenue	1,741,692	1,943,582	90%
Ad Valorem Tax Expense	(1,754,588)	(1,943,582)	90%
Gain (Loss) on Disposal of Fixed Assets	-	-	#DIV/0!
Other*	-	(60,000)	0%
Total Non-Operating Revenue (Expense)	1,384,462	1,195,939	
Net Income (Loss) before			
Depreciation, Transfers, and Capital Contributions	2,238,567	335,071	
Depreciation Expense	-	-	
Intra Transfer to Airport Capital	-	(2,406,146)	0%
Net Income (Loss) After Transfers	2,238,567	(2,071,075)	

*Other Consists of Interest Expense

**Orlando Melbourne International Airport
Top 10 Operating Revenues
7/31/2019**

Rank	Description	YTD FY 2019	FY 19 % of Total Rev	YTD FY 2018	FY 18 % of Total Rev	\$ Change	% Change
1	Airfield Facilities Rental	3,649,185	26%	3,484,360	26%	164,825	5%
2	Commercial Business Center Rent	2,517,915	18%	2,519,577	19%	(1,662)	0%
3	Tropical Haven Revenue	1,682,397	12%	1,510,458	11%	171,939	11% A
4	Parking Revenue	1,534,943	11%	1,476,918	11%	58,025	4%
5	Ground Handling Revenue	882,567	6%	845,318	6%	37,249	4%
6	Car Rental Concession	874,296	6%	838,439	6%	35,857	4%
7	Terminal Rent-Airline	737,088	5%	694,985	5%	42,103	6%
8	Hangar Rent	619,516	4%	544,982	4%	74,534	14% B
9	Landing Fees	500,026	4%	320,978	2%	179,048	56% C
10	Terminal Concessions	115,399	1%	92,592	1%	22,807	25% D
Total Top 10 Operating Revenue		13,113,332	93%	12,328,607	93%	784,725	
Other Operating Revenue		919,480	7%	891,804	7%	27,676	3%
Total Operating Revenue		14,032,812	100%	13,220,411	100%	812,401	6%

A Increase is due to rate increase that went into effect on 10/1/18 coupled with the \$25 per lot capital assessment that started on 1/1/19 (\$71,050 of the increase is due to the capital assessment). The capital assessment will be charged through September 2019.

B Fiscal Year 18 hangar rent was lower due to the timing on when rent credits were issued to a major hangar tenant for improvements (these credits were part of the contract for expanding the facility); the rent credit was issued in May 2018 and won't be issued until September 2019. This will be the final credit issued for this expansion.

C Increase is due to rate changes that went into effect 10/1/18 (25%) plus increase in size of aircraft serving MLB by American Airlines as well as increase in frequency by scheduled carriers. There has also been an increase in the airlines that are coming to MLB for maintenance (Ferry flights that arrive/depart without passengers).

D Concession revenues are higher because of increased passenger traffic coupled with an upgrade in the concession program that included opening Dunkin Donuts. Note that Dunkin Donuts opened in April 2018 so future revenue gains are expected to level out.

**Orlando Melbourne International Airport
Top 10 Operating Expenses
7/31/2019**

	YTD FY 2019	FY 19 % Operating Expense	YTD FY 2018	FY 18 % Operating Expense	\$ change	% change
1 Personnel	3,871,201	29%	3,835,342	29%	35,859	1%
2 Other Contract Services	2,761,437	21%	2,480,220	19%	281,217	11% A
3 Fire Services	929,608	7%	911,879	7%	17,729	2%
4 Contractual Employee	603,147	5%	540,423	4%	62,724	12% B
5 Marketing Incentives	567,585	4%	982,527	7%	(414,942)	-42% C
6 Risk Management	497,863	4%	416,567	3%	81,296	20% D
7 Consulting Fees	438,450	3%	438,989	3%	(539)	0%
8 Electric	436,775	3%	338,026	3%	98,749	29%
9 Outside Counsel Fees	279,721	2%	205,564	2%	74,157	36% E
10 Advertising and Marketing	274,792	2%	373,520	3%	(98,728)	-26% F
Total Top 10 Operating Expense	10,660,579	81%	10,523,057	79%		
Other Operating Expense	2,518,129	19%	2,787,754	21%	(269,625)	-10%
Total Operating Expense	13,178,708	100%	13,310,811	100%	(132,103)	-1%

A Increase is due to 1) new security system maintenance contract in place May 18-May 19 (\$10,717/month); \$85k recorded this year compared to \$0 last year; 2) better cutoff for invoice processing-there are 10 invoices processed for Menzies and Republic parking in FY 19 vs. 9 for same period last year. The average monthly cost is \$18,500 for Republic and \$216,000 for Menzies.

B Increase is due to higher costs in the terminal to maintain/clean the FIS which opened in Summer 2018 (weekly cost has increased by \$486) coupled with better invoice cutoff. The airport has processed 47 invoices processed for \$322,000 this year compared to 41 invoices for \$261,000 last year in the Terminal Cost Center.

The Accounting Department has also utilized more temporary employees this year (2 of its 3 positions are temps; Admin contractual employee expense increased by \$29,849 because of increased use of temps in accounting).

C Payment of the Advertising reimbursement--FY 19 consists of Porter which qualified for \$550,000 based on the ASIP. This represents the full payout of the ASIP to Porter Airlines. No additional expense is expected in FY 19 ASIP as no other routes meet the ASIP requirements.

D This is an internal charge from Risk and they charge 1/12 of the budgeted premium. The increase corresponds to the higher monthly charge due to new assets coming on line which is how these costs are allocated. Airport and City staff are evaluating allocation methodology; City Staff have indicated they will true-up at end of year.

E Increase is due to the Lawsuit with GOAA over the name of the airport. MLB has paid \$114,900 this year in legal costs associated with the lawsuit. Additionally, in FY 19, lobbying costs are being charged to "lobbying expense"; in fy 18, these expenses were charged to outside counsel. This change is designed to provide better classification of expenses. Lobbying costs of approximately \$32,000 have been incurred to date in FY 19.

F Decrease is due to cost saving measures associated with goals of improving cash position that were approved as part of fy 19 budget. In addition, last year only 4 Florida Today invoices were processed through 7/31 while 10 have been processed this year for the contract to sponsor the launch--\$10,416 per month (this year we have better cutoff) so this difference from last year should increase by end of year.

**Orlando Melbourne Int'l Airport
Cash Flow Projection
8/31/2019**

	August-19	September-19	October-19	November-19	December-19	January-20	February-20	March-20	April-20	May-20
Beginning Cash Balance	\$ 17,753,472	\$ 18,398,247	\$ 18,617,785	\$ 18,704,382	\$ 16,446,508	\$ 15,622,308	\$ 17,453,964	\$ 18,536,374	\$ 18,486,814	\$ 19,126,265
Operating Revenue	1,524,902	1,524,902	1,524,902	1,524,902	1,571,851	2,881,612	1,571,851	1,571,851	1,571,851	1,571,851
Less: Prepaid Rent Recorded as Deferred Revenue	(7,659)	(7,659)	(7,659)	(7,659)	(7,659)	(7,659)	(7,659)	(7,659)	(7,659)	(7,659)
Less: Deferred Rent (Embraer Leases-10 year deferral)	(12,703)	(12,703)	(12,703)	(12,703)	(12,703)	(12,703)	(12,703)	(12,703)	(12,703)	(12,703)
Operating Expense:										
Liability Insurance	(48,000)									
Personnel	(379,679)	(447,679)	(379,679)	(431,545)	(431,545)	(431,545)	(431,545)	(431,545)	(431,545)	(431,545)
Maintenance and Operations Expense	(523,756)	(910,756)	(910,756)	(2,873,774)	(908,328)	(908,328)	(908,328)	(908,328)	(908,328)	(908,328)
Net Increase (Decrease) in Cash Flow from Operations	553,105	146,105	214,105	(1,800,779)	211,616	1,521,377	211,616	211,616	211,616	211,616
Total Capital Outlay	(40,000)	(70,000)	(280,000)	(930,000)	(2,290,000)	(1,618,000)	(887,000)	(639,216)	(650,000)	(622,000)
Total Grant Revenue	-	-	-	305,500	1,104,000	1,766,213	1,587,100	208,750	927,355	928,000
PFC Collections (Reimbursement of Eligible Costs)	77,420	84,337	89,663	98,432	88,306	95,293	100,365	99,540	88,480	77,420
CFC Collections (Designated for Future Projects)	54,250	59,097	62,829	68,974	61,878	66,774	70,328	69,750	62,000	54,250
Net Increase (Decrease) in Cash From Capital	91,670	73,433	(127,508)	(457,095)	(1,035,816)	310,279	870,794	(261,176)	427,835	437,670
Beginning Cash/Investments	17,753,472	18,398,247	18,617,785	18,704,382	16,446,508	15,622,308	17,453,964	18,536,374	18,486,814	19,126,265
Ending Cash/Investments	18,398,247	18,617,785	18,704,382	16,446,508	15,622,308	17,453,964	18,536,374	18,486,814	19,126,265	19,775,550
Enp	21,765	17,274	18,365	20,161	18,087	19,518	20,557	15,853	15,854	15,855
Monthly emplanemnt	7.0%	7.6%	8.1%	8.9%	8.0%	8.6%	9.1%	9.0%	8.0%	7.0%
	(387,000)			(1,963,018)						
	Credit from PY CAP			Ad Valorem Tax Pmt						
				1,963,018						
				(653,257)						
				1,309,761						
				Ad Valorem Tax net receipt						

**Orlando Melbourne Int'l Airport
Cash Flow Projection**

8/31/2019

Total Cost	Funding	August-19	September-19	October-19	November-19	December-19	January-20	February-20	March-20	April-20	May-20
Capital Project Expenditures											
Obstruction Removal and Lighting	E	(35,000)	(20,000)	(50,000)	(280,000)	(320,000)	(440,000)	(100,000)	(15,000)		(1,225,000)
PBB 7 Replacement (Term Rehab 1.3)	E			(100,000)	(150,000)	(700,000)	(400,000)	(75,000)	(39,958)		(1,464,958)
PBB 4 Replacement (FY 20)	E	927,258	(80,000)	(80,000)	(120,000)	(500,000)	(150,000)	(50,000)	(27,258)		(927,258)
Rehab Terminal-phase 1,4-1,6-deferred	E	3,039,600									-
ATCT Tower Equipment Relo	D	1,023,130			(80,000)	(250,000)	(58,000)				(388,000)
ATCT Tower Demo	D	388,000									-
Rehab Utilities-Airfield Facilities	E	1,400,000			(150,000)	(300,000)	(400,000)	(450,000)	(500,000)	(428,000)	(2,783,000)
Ground Run Up Enclosure Facility	D	4,000,000	(50,000)	(50,000)							-
Security System-phase 1	D	461,959									-
Terminal Transformation	D	34,000,000									-
ATCT Construction (FDOT)	D	540,000			(80,000)	(140,000)	(160,000)	(140,000)	(20,000)		(540,000)
Perimeter Road Rehab	C	125,000			(35,000)	(80,000)	(10,000)				(125,000)
Taxiway S Improvements-Phase 1	E	3,400,000								(150,000)	(150,000)
Roof Replacement-1250 Nasa Bldg 219	C	150,000									(85,000)
Aerospace Dr. Lift Station Replace	C	85,000						(37,000)	(37,000)	(37,000)	(148,000)
Tropical Haven Facility Improvements	C	148,000			(35,000)			(35,000)	(35,000)	(35,000)	(155,000)
Equipment Purchases	C	291,500									-
Total Capital Outlay		(40,000)	(70,000)	(280,000)	(930,000)	(2,290,000)	(1,618,000)	(887,000)	(639,216)	(650,000)	(8,026,216)
Grant Revenue											
FAA ENTITLEMENT Grant - Obstruction Removal					94,500	252,000	288,000	396,000	90,000	13,500	1,120,500
FDOT Grant-OBSSTRUCTION REMOVAL						14,000	3,213				17,213
FAA ENTITLEMENT Grant - PBB 7					90,000	135,000	630,000	360,000	67,500	35,962	1,318,462
FDOT Grant-PBB 7					5,000	7,500	35,000	20,000	3,750	1,998	73,248
FAA ENTITLEMENT Grant - PBB 4					72,000	108,000	450,000	135,000	45,000	24,532	834,532
FDOT Grant-PBB 4					4,000	6,000	25,000	7,500	2,500	1,363	46,363
FAA Grant 46 Tower Demo								349,200			349,200
FDOT Grant-ATCT Demo								19,400			19,400
FDOT Grant-ATCT Equip Relo					40,000	511,500	80,000				511,500 *
FDOT Grant ATCT Construction						70,000					190,000
FDEO Grant-Ground Run up					305,500	1,104,000	1,766,213	1,587,100	208,750	850,000	2,333,000
Total Grant Revenue		-	-	-	305,500	1,104,000	1,766,213	1,587,100	208,750	927,355	6,813,418

* Note: The expenditure for this project was December 2018 (Tower equipment relocation paid to the FAA) but the 50% reimbursement from FDOT is not paid until the work is complete.

**Orlando Melbourne International Airport
Police Department
Monthly Activity Report
August 2019**

Police Activity	
TSA Required Checks	
Response to Door & Gate Alarms	253
TSA Assists	2
Perimeter	131
Door inspections	6
SIDA & Secure Area Inspections	247
Gate Inspections	9
Customs Assists / Weapons Check	1
Security Violations	4
Assist to Other Agencies	22
Aircraft Alerts	1
Arrests	1
*Other Incident Reports	555
Traffic / Parking Citations	3
Total	1235
Administrative Action	
Security Badges Issued	151
Parking Permits Issued	13
Total	164



Renee Purden
209

Renee Purden
Chief of Police

* Other incident reports may include: Citizen Assists, Officer Stand By, Suspicious Incidents, Vehicle Crash Reports, and Disturbance

Security Violations:

08/11/19 Case #19-247 –subject bypassed check point to enter sterile area security violation issued.

08/21/19 Case # 19- 257 - subject entered the electric eye east without scanning his badge, security violation issued.

08/26/19 Case #19-265- subject used an expired badge, security violation issued.

08/26/19 Case #19-265- March, Ernest, expired badge security violation issued.

Arrest

08/07/19 Case# 19-243 –Capias request reference DWLS and resisting w/o violation issued for subject driving through Air Terminal Parkway.

08/07/19 Case # 19- 244 Several K9 units (CBPD and BCSO) came to MLB to conduct training exercises. They utilized the first floor at F.I.S. and then conducted additional exercises after the terminal was closed (atrium and car rental areas only).

06/16/19 Melbourne PD K9 team with partner Gunny conducted a walkthrough with MAPD officers.

Project Status Update Report: September 2019

Air Traffic Control Tower:

Description: This project is a new air traffic control tower to replace the existing tower. Once complete, the existing tower will be demolished.

Designer: AEC/CTBX aviation

Contractor/CM: Walbridge

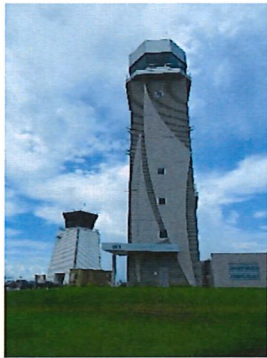
Construction Costs: \$5,895,724 (Anticipated increase of \$1,200,000 for FAA Reimbursable agreement and old tower demo)

Award Date: December 6, 2016

Completion Date: FAA move-in date: October 2019, (Final completion & tower demo: January 2020)

Status: FAA continues its work in the tower with equipment installation and cable terminations. Operational readiness will start shortly with cut-over execution on the morning of October 16. Our tower contractor, Walbridge is aware of the schedule and will re-mobilize within two weeks of the cut-over to begin its work. Once the new tower is fully operational, it will be another 8 to 10 weeks to finish the project with sitework and tower demo. Closeout expected by the end of January 2020.

Photos:



Ground Run-Up Enclosure:

Description: This facility is an enclosure to allow tenants to perform maximum power engine run-ups with little or no noise impact to the surrounding community. A siting study is to be performed for best location of the Ground Run-Up Enclosure (GRE) before the design and construction can begin. The location will be at or near the area designated on the Master Plan.

Designer: Atkins (Siting and Criteria Package Only)

Design/Builder: TBD

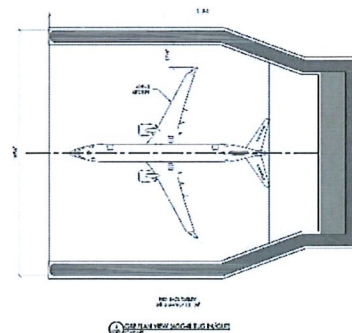
Total Project Costs: \$4,000,000 (100% Grant funded by the Florida Department of Economic Opportunity)

Award Date: May 2019

Completion Date: July 2020

Status: The proposed location for the GRE that was originally rejected by the FAA is back up for review. They have requested an update of our Airport Layout Plan (ALP) to continue their review. To run concurrent with the FAA's re-review of Site #5, staff has directed the consultant to continue looking at another potential site east of Taxiway "Q" and between the runways. Environmental is currently reviewing the site.

Photos:



Passenger Boarding Bridges 7 and 4 Replacement:

Description: The Melbourne Airport Authority has begun replacing the Passenger Boarding Bridges (PBB's) with PBB #1 in 2015 and PBB #2 in 2017. This year, 2 bridges will be replaced – PBB #7 and PBB #4. Sea coast conditions have accelerated the deterioration of the PBB's causing replacement earlier than their 15 year life expectancy. FAA has accepted the accelerated deterioration and is funding 95% of their replacement. Replacement is being determined based on criteria which ranks the next PBB for replacement.

Designer: TBD

Design/Builder: Aero Bridgeworks

Total Project Costs: \$2,392,216 (90% FAA, 5% FDOT, 5% MAA)

Award Date: May 2019

Completion Date: March 2020

Status: Funding from FDOT has been received. Kick-off meeting scheduled and will determine the overall schedule at that time. Contractor has been working in the background in preparation of this and will be ready to start as soon as the word is given.

Photos:



Obstruction Removal and Lighting:

Description: Runway obstructions have been identified in the FAA 139 inspections. These obstructions consist mostly of trees and vegetation from Runway Protection Zones, Object Free Areas, and 7:1 Transitional Zones of RW 9L/27R, RW 9R/27L & RW 5/23. Project includes approximately ± 154 acres of vegetation, miscellaneous trees, and 15-20 L-810 obstruction lights. Operations has performed a majority of the vegetative clearing for this past year's inspection on RW 9R-27L. Obstruction lighting will be placed on buildings within the airport property as identified in the approved Master Plan.

Designer: C&S

Contractor: KCF Site Development

Total Project Costs: \$1,059,977.10 (90% FAA, 5% FDOT, 5% MAA)

Award Date: May 2019

Completion Date: January 2020

Status: Funding from the FAA has been received. With approval of the revised resolution for FDOT, funding should be available within two weeks. Contractor is ready to begin upon receiving notice.

Photos:



Perimeter Patrol Road Refurbishment:

Description: The perimeter patrol road around the airport was constructed in 1996. It consists of asphalt milling laid over un-compacted ground. Since then, only additional millings have been added to fill the pot-holes on the road. With the millings the airport now possesses from the refurbishment of the three runways, there is ample material to refurbish the patrol road. Only about one third of the millings on site will be required to complete the road refurbishment. The remaining millings will be used as partial payment for the road reducing the overall cost of the project. As this project falls within the guidelines of the CCNA of the Florida Statutes, one of our continuing service contract consultants will be responsible for the entire project from design through completion.

Designer: AVCON

Contractor: AVCON

Total Project Costs: \$125,000

Award Date: June 2019

Completion Date: December 2019

Status: Project ready to start in October. Project should take about three months to complete.

Photos:



Monument Sign at St. Michaels:

Description: With the closing of General Aviation (GA) Drive to secure the campus for Embraer, tenants along the west end of GA Drive needed a new access point. St. Michael's extension now provides the access to those tenants. In moving their access off of Apollo Blvd., the signage on GA Drive to their businesses was removed. This project provides a monument sign that will identify a wayfinding method to those tenants.

Designer:

Contractor: MH Williams

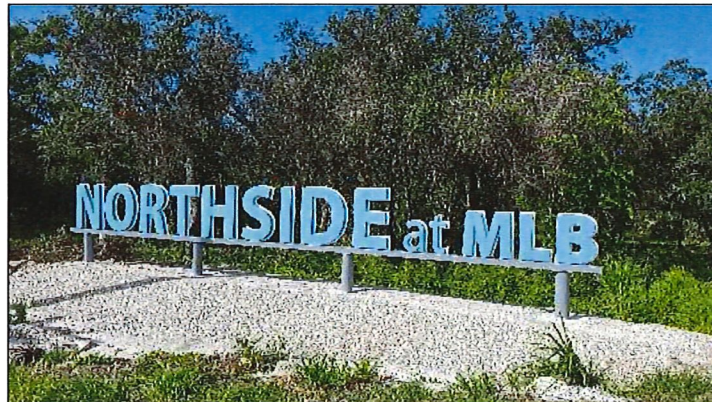
Total Project Costs: \$34,000

Award Date: February 2019

Completion Date: August 2019

Status: The monument sign is installed. Waiting on FPL to install their meter. Project will close out next month.

Photos:



Tropical Haven Road Repairs 2019:

Description: Sections of the roads at Tropical Haven have been deteriorating over time. Each year an assessment of the road conditions are made and those critical areas to be repaired. The assessment this year produced enough areas for repairs that it was divided in half to do work this fiscal year and the rest next year with the most critical areas to be done this year.

Designer: Airport Engineering Company

Contractor: Masci Construction

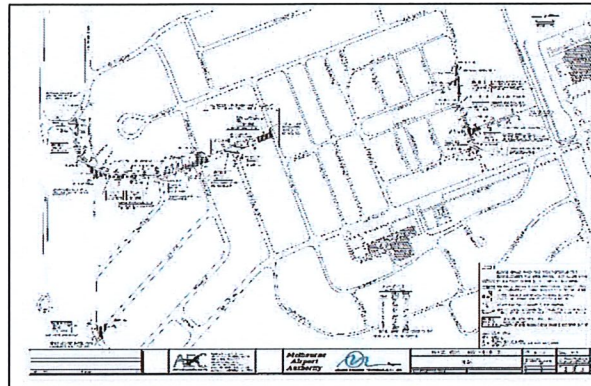
Total Project Costs: \$129,308.50

Award Date: July 2019

Completion Date: October 2019

Status: Contractor to start the last week of September. Residents have been notified. Base rock to be installed in all areas before asphalt is laid. Project should complete in five weeks.

Photos:



Northrop Grumman Building 219 Metal Roof Replacement:

Description: The Melbourne Airport Authority (MAA) currently has the 219 Building leased to Northrop Grumman (NG). The MAA is still responsible for the maintenance and repair of the building. Last year, NG reported roof leaks in the metal roof portion of the building. MAA had a consultant review the roof and they offered a solution to roof over the metal roof with a new Roof Hugger System that will be put out for bid.

Designer: TBD

Contractor: TBD

Total Project Costs: \$140,000

Award Date: TBD

Completion Date: TBD

Status: Bid package is being prepared to get this project on the streets within the next two weeks. Bid will be due in late October and the award will be brought to the Board in November for approval.

Photos:





MELBOURNE AIRPORT AUTHORITY BOARD
Minutes for August 28, 2019 Board Meeting
Airport Board Room

At which were present: Mr. Jack L. Ryals, Chairman
Mayor Kathy Meehan, Vice Chairman
The Honorable Debbie Thomas, Vice Mayor
The Honorable Tim Thomas, Councilmember
Mr. William C. Potter, Member
Mr. Scott Mikuen, Member
Mr. Michael Fischer, Member
Mr. Adam Bird, Airport Attorney
Mr. Greg Donovan, A.A.E., Executive Director
Mr. Mark Busalacchi, Director of Business Development
Mr. Cliff Graham, C.M., Director of Operations and Maintenance
Ms. Melissa Naughton, C.M., Assistant Director of Business Development
Mr. Mike O'Dell, C.P.A., Director of Finance and Administration
Mr. David Perley, A.I.C., Director of Capital Improvements

Pledge of Allegiance

Airport Announcements by Executive Director Greg Donovan:

- New employee, Jillian Brayboy, Airport Badging Office, was introduced.
- MLB passes TSA Comprehensive Audit.
- Rob Himler attended NASA Social Team for July SpaceX Launch.
- Southeastern Guide Dog Training day at MLB.
- Northrop Grumman hosts MLB staff at E2-D Hawkeye Facility.
- FDOT Secretary Thibault and staff given tour of MLB and discussed future needs.
- MLB awarded Florida's Commercial Service Airport of the Year.

Action Items

Approval of the minutes for the July 24, 2019 meeting. A motion was made by Mayor Meehan for approval of meeting minutes, seconded by Mr. Potter. Motion passed unanimously.

Item A-1 Recommendation for Approval of Transportation Network Company (TNC) Agreement to Operate at the Orlando Melbourne International Airport.

Mr. Donovan explained Item A-1 is regarding Transportation Network Company's (TNC's) which include ground transportation such as traditional taxi cabs and now companies like Lyft and Uber. Airports have been trying to find the right agreements and regulations to monitor these ride-sharing companies. Staff has developed a fee-based operating agreement. This operating agreement is a three (3) year agreement with a one (1) year option that would charge TNC's \$2.50 for each customer pick-up with a geo-fence perimeter that would trigger fee payments areas. Mr. Donovan explained

how the geo-fence would work and where points of entrance would be and where the established TNC pick-up area would be located.

Mr. Thomas asked what kind of revenue is expected. Mr. Mike O'Dell didn't have a specific amount.

Mr. Potter asked if Lyft and Uber are the only two companies. Mr. Mike O'Dell stated there is another called Trip. All three will have individual agreements.

Mr. Fischer asked where would be the waiting areas for these vehicles. Mr. O'Dell explained that the current cell phone lot is and will continue to be the waiting area which is inside the geo-fence.

Mr. Donovan stated agreements like this have been in place in other airports and believes this is the first step in the right direction.

Staff recommends approval of Item A-1. Motion was made by Mr. Fischer for approval of Transportation Network Company (TNC) Agreement to operate at the Orlando Melbourne International Airport, seconded by Mayor Meehan. Motion passed unanimously.

Item A-2 Recommendation to Approve Resolution 7-19 Obstruction Removal and Markings Project Budget Amendment.

Mr. Donovan stated that both Items A-2 and A-3 relate to the obstruction removal project that was approved at the July Board meeting.

Staff recommends approval of Item A-2. Motion was made by Mr. Potter to approve Resolution 7-19 Obstruction Removal and Markings Project Budget Amendment and Item A-3 to Award a Purchase Order to C&S Engineers, Inc., under its Continuing Services Contract, for the Construction Administration and Inspections of the Obstruction Removal and Marking Project in an amount not-to-exceed \$74,388, seconded by Mr. Thomas. Motion passed unanimously.

Item A-3 Recommendation to Award a Purchase Order to C&S Engineers, Inc., Under Its Continuing Services Contract, for the Construction Administration and Inspections of the Obstruction Removal and Marking Project in an Amount Not-To-Exceed \$74,388.

Staff recommends approval of Item A-3. Motion was made by Mr. Potter to approve Resolution 7-19 Obstruction Removal and Markings Project Budget Amendment and Item A-3 to Award a Purchase Order to C&S Engineers, Inc., under its Continuing Services Contract, for the Construction Administration and Inspections of the Obstruction Removal and Marking Project in an amount not-to-exceed \$74,388, seconded by Mr. Thomas. Motion passed unanimously.

Item A-4 Recommendation to Approve the Award of a Contract with Dittmer Air Conditioning & Heating Services, Inc., for HVAC Preventative Maintenance and Emergent Services.

Mr. Donovan stated Item A-4 is a contract for the 144 various air condition units and other HVAC equipment. Two proposals were received, a three-member team evaluated the proposals resulting with Dittmer Air Conditioning & Heating Services, Inc. receiving the most points. This contract allows more

immediate response time and onsite preventative maintenance services with two dedicated positions. The cost is \$133,462 per year with a two-year base term with three one-year options.

Mayor Meehan questioned the difference between the points that were given. Mr. Cliff Graham explained the scoring was based on certain criteria, with Dittmer having the most complete and knowledge proposal.

Mr. Potter asked if the AC units are on leased facilities and if the costs are passed onto the tenants. Mr. Graham answered that yes, some of the facilities are leased and costs have been passed on, but there are a few leases that the airport does maintain the HVAC systems.

Mr. Fischer asked if this contract is for labor only and if there could be 'add-ons' such as compressors and coolant. Mr. Graham stated there are fixed labor costs and discounted rates on other costs.

Staff recommends approval of Item A-4. Motion was made by Mr. Fischer to approve the Award of a Contract with Dittmer Air Conditioning & Heating Services, Inc., for HVAC Preventative Maintenance and Emergent Services, seconded by Mr. Thomas. Motion passed unanimously.

Discussion items

Item D-1 Martin Luther King, Jr. Boulevard and NASA Boulevard New Traffic Lane.

Mr. Donovan stated this is not a voting item but, an informational one. The City of Melbourne has requested that the board comment and approve the construction of a turn lane from Martin Luther King, Jr. Boulevard onto NASA Boulevard. Given the traffic flow and patterns in the area, Airport staff has analyzed the request and concurs with City staff that the turn lane would be a useful addition to improve the traffic pattern around the Airport. Mr. Donovan continued stating the Airport and City staff have been working on the logistics, including a Florida Power and Light (FPL) request for a utility easement.

Mr. Adam Bird added the City staff raised an issue of future needs of a turn lane, but also future needs for the potential police headquarters. The City was looking for some direction from the airport board regarding the turn lane and are wanting a verbal agreement on moving forward with the turn lane.

At this time, Airport staff is seeking the MAA Board's general approval of the installation of the turn lane and the utility easement/right-of-way concession(s) on Martin Luther King, Jr. Boulevard, which will also benefit the City's proposed Police Station. Chairman Ryals has put on record that the board has discussed and is in favor of moving forward on this issue.

Mr. Thomas added that the sign unveiling for Martin Luther King, Jr. Boulevard will be September 5th at 10 a.m.

Informational Items

Item I-1 Financial Update by Mr. O'Dell

Top Revenues and Expenses

- Income statement up \$1.2 million.
- Revenue up \$820,000.
- Increase in passenger traffic, parking and concessions.

- Hangar rent tracking above last year.
- Landing fees have increased.
- Operating expenses down \$370,000.
- Contract services increased.
- Contractual employees increased.
- Risk management true-up meeting with City, corrections to follow.
- Outside Council increased.

Benchmarking Data

- Cash and investments have increased by \$3.4 million.
- CFC investment.
- Accounts receivable increased.
- Day's cash-on-hand is 334 days.
- Total annual operating expense.

Mr. Mikuen stated the total annual operating expense includes the pass through taxes. Mr. O'Dell yes that is correct.

Chairman Ryals added that most airports are highly dependent on air traffic for revenues but MLB's majority of income is land leases.

Item I-2 Operations Update by Mr. Graham

Aircraft Damage

- MLB and Menzies Aviation received award from American Airlines for "no aircraft damage" in over a five-year period.
- Damage-free days for MLB is 3,470 - being safe and preventing damage is a top goal for MLB.
- Aircraft damage is ground damage incidents that occur when personnel are working on or around an aircraft on the ground.
- Most damage (90 percent) occurs when aircrafts are parked and are damaged as a result of a piece of ground handling equipment.
- One in every 5,000 flights results in a ground handling incident, with annual costs to airlines worldwide of \$10 billion.

Item I-3 Construction Projects Update by Mr. Perley

Ground Run-up Enclosure

- The proposed location for the GRE that was originally rejected by the FAA is back up for review.
- Considerations are being reviewed based on potential modifications to the Airport Layout Plan.
- To run concurrent with the FAA's re-review of Site #5, staff has directed the consultant to continue looking at other potential sites.
- One in particular is east of Taxiway "Q" and between the runways.
- Environmental is currently reviewing the site.
- Due to this set-back, we are now looking to November to bring to the board for approval.

Replacement of Passenger Boarding Bridges 7 & 4

- Funding from the FAA has been received.
- Still waiting on FDOT funding before giving the Notice to Proceed.
- Contractor is working in the background in preparation of this and will be ready to start as soon as the word is given.

Obstruction Removal and Lighting

- Funding from the FAA has been received.
- Still waiting on FDOT funding before giving the Notice to Proceed.
- Contractor is ready to begin upon receiving notice.

Perimeter Patrol Roads

- Project still on track to bid late September and start in the first part of our new fiscal year.
- Project should take about three months to complete.

St. Michaels Monument Sign

- The monument sign is installed.
- Waiting on final application for payment from the Contractor.
- Project will close out next month.

Tropical Haven Road Repairs

- Contract has been executed by all parties.
- Pre-construction set for August 26, 2019.
- Work to begin before the end of the month.

Air Traffic Control Tower update by Dr. Byers

- FAA continues its work in the tower.
- The majority of its computer equipment is scheduled for delivery this week.
- Operational readiness will be mid-September with cut-over execution on October 16, 2019.
- Our tower contractor, Walbridge is aware of the schedule and will re-mobilize within two weeks of the cut-over to begin its work.
- Once cut-over execution is complete, it will be another 8 to 10 weeks to finish the project with site work and tower demo.
- Closeout expected by the end of January 2020.

Mr. Donovan received a correspondence from Mr. O'hara, regional FAA administrator stating the lease should be in place for the commissioning date.

Item I-5 Business Development and Marketing Update by Mr. Busalacchi**Business Development**

- All projects are moving forward, including the hotel and Project Peregrine.
- Thank you to all who attended Land Use Workshop and special thank you for Ms. Naughton and Mr. Himler for their dedication and teamwork.

Marketing

- MLB received a 'fresh look' in all of the social media outlets.
- Moving all of print advertising to digital with our current partner, Florida Today, Space Coast Daily and, Space Coast Business.
- MLB has just started live Facebook videos which is included with our partnership with Space Coast Daily. Tying-in current airline promotions with local MLB staff.

Mr. Busalacchi added that he and his staff are looking at where the money is being spent. These new ideas are a more efficient, more targeted approach and with less spending.

Public Speakers

None

In Closing

The meeting was adjourned by Chairman Ryals at 9:21 a.m.

PREPARED BY:

Tammy Till, Board Secretary

SUBMITTED BY:

Greg Donovan, A.A.E.
Executive Director

APPROVED BY ACTION OF AIRPORT AUTHORITY:

Jack L. Ryals, Chairman



Melbourne Airport Authority

Purchasing Manual

Revision 13
September 25, 2019

Revision History			
Revision Number	Action	Date	Resolution/Action Number
0		2/1994	2-94
1		11/20/1996	MAA Board Mtg (A-2)
2		11/15/2000	MAA Board Mtg (A-8)
3		6/27/2001	MAA Board Mtg (A-2)
4		1/16/2002	1-02
5		11/19/2003	20-03
6		5/16/2007	4-07
7	Amend Section 13.0 Change Order Procedures for Purchases Over \$15,000	1/16/2008	2-08
8	Add Section 14.0 Local Vendor Preference	2/24/2010	MAA Board Mtg (A-3)
9	Increase thresholds for purchasing awards, formal bids, and formal quotes.	5/25/2011	5-11 (A-3)
10	Amend Section 2.0 Petty Cash Purchases-Increase thresholds	10/19/2011	11-11 (A-1)
11	Amend Section 4.0 Purchasing Procedure Guideline Limits-Increase thresholds.	9/18/2013	9-13 (A-2)
12	Amend Sections 4.0, 7.0, and 13.0 to align Airport guidelines with Florida Statutes.	1/28/2015	2-15 (A-4)
13	Complete rewrite/revision	9/25/2019	MAA Board Mtg (A-?)

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Foreword

It is the City of Melbourne Airport Authority's (Authority) goal to fairly, equally, and impartially administer its purchasing program. To that end, the Authority developed this Purchasing Manual to act as a guide and to describe and explain the responsibilities of the Authority's purchasing program.

The Purchasing Manual contains instructions and describes the procedures to utilize in the daily administration and management of the purchasing function. The manual serves as a framework to make well-informed decisions. Due to the diversity of needs and requirements governing each purchase, this manual cannot address in detail all possibilities.

This Manual guides all personnel who participate in the actions and decisions relating to purchasing to give them a more complete understanding of purchasing policies, procedures, and practices.

Interpretation of the procedures outlined in this manual is the responsibility of the Procurement Manager, subject to the guidance and supervision of the Senior Director of Finance and Administration and the Airport Executive Director.

This Manual is effective immediately upon issuance and supersedes all previously issued purchasing manuals, instructions, or directives. The Purchasing Manual is subject to periodic revision as an administrative policy subject to the final approval of the Melbourne Airport Authority Board (MAA Board). The Procurement Manager encourages any suggestions to improve the effectiveness of the purchasing process.

KAREN D. SCHLOTTACH, MBA, CPCM
Procurement Manager
September 2019

SECTION 1-INTRODUCTION

1.1 Mission

The Purchasing mission is to provide for fair and equitable treatment of all persons involved in public purchasing by the Authority; to maximize the purchasing value of public funds in procurement; and to provide safeguards for maintaining a procurement system of quality and integrity.

1.2 Purpose

The purpose of this manual is to set forth and establish the Authority's policies and procedures used in the procurement of goods and services required for the operation of all Airport departments.

This manual is not intended to address every issue, exception, or contingency that may arise in the course of purchasing activities. The basic standard that should always prevail is to exercise good judgment in the use and stewardship of Authority resources.

Purchasing staff recommends the use of a loose-leaf binder so users can easily insert procedural modifications as required. These modifications will be provided in writing from the Finance and Administration Department. All new and revised sections will be numbered to properly conform to the remainder of the manual and will bear a revision letter and effective date. Revisions and additions are to be incorporated into the manual upon receipt and the superseded pages removed and destroyed. This manual is also available on the Airport public website at www.mlair.com and Authority shared drive at K:\0-Procurement\Purchasing Manual 2019.

1.3 General Statement

It is the Authority's goal to develop a comprehensive purchasing program and process. This should provide greater cost effectiveness and public accountability in the procurement process.

1.4 Scope

The policies and procedures outlined in this manual shall apply to all departments involved with any procurement of goods and services for the Authority. Throughout this manual, the word "Authority" may also be used to represent the City of Melbourne Airport Authority.

1.5 General Policies

A. All elected and appointed officials of the Authority who participate in the solicitation and approval of purchases and contracts are personally responsible for becoming familiar with and abiding by all applicable federal, State of Florida Statutes, and Purchasing policies and procedures in this manual, governing such activities.

B. Authority officials should endeavor to receive maximum value for the dollar and to purchase in the best interest of the Authority.

C. The Executive Director has designated the Procurement Manager as the authorized purchasing agent for the Authority. It is his/her responsibility to provide leadership in all purchasing and contracting activities for the Authority.

D. It is the Procurement Manager's responsibility to develop and maintain a purchasing manual that shall provide for rules, regulations, and procedures for the internal management and operation of the Purchasing Division.

E. The Procurement Manager shall supervise the procurement of all supplies, services, or other items as needed by the Authority; exercise supervision and control over inventories of supply belonging to the Authority; and sell, trade, donate, destroy, transfer, or otherwise dispose of surplus property.

F. It is Authority policy to effect maximum feasible standardization of products used within and among departments in order to minimize stock levels and obtain better prices through large volume purchases.

G. All qualified bidders shall be afforded equal opportunity to quote and will compete on equal terms.

H. Awards shall be made for bids and quotes that provide the best value to the Authority, taking into consideration the vendor's skill, business judgment, experience, facilities to carry out the contract, previous work, and pecuniary ability. The Authority reserves the right to waive minor irregularities, reject and/or accept any and all bids, in whole or in part, or take such other action as serves the best interests of the Authority.

I. The City of Melbourne Airport Authority Board reserves unto itself the final approval of all purchases that exceed \$35,000. The Executive Director shall be the final approver for all purchases between \$15,000 and \$35,000. The Executive Director also shall sign contracts relative to the expenditure of funds in excess of \$35,000.

J. It is the intent of the Authority to buy only from suppliers who have adequate financial strength, high ethical standards and a record of adhering to specifications, maintaining shipping promises and giving maximum service. New sources of supply shall be given due consideration, as multiple sources of supply are necessary to ensure availability of materials.

K. The Authority shall strive to maintain strong and enduring relationships with vendors of proven ability and with those who have a desire to meet the needs of the Authority. To accomplish this, purchasing activities shall be conducted so the vendors will value the Authority's business and will make every effort to furnish its requirements based on quality, service, and price.

L. Individuals engaged in purchasing shall promote constructive competition by constantly seeking new bidders, obtaining several bids on almost everything purchased and developing more than one active source of supply for various products and services.

M. Acceptance of gifts, other than items of nominal value such as advertising novelties, is prohibited. Officials and employees shall not become obligated to any vendor and must not conclude any Authority transaction from which they may personally benefit.

SECTION 2- DUTIES & RESPONSIBILITIES

2.1 Purchasing Division Responsibilities

The Purchasing Division staff of the Finance and Administration Department is responsible for establishing purchasing policies and coordinating the purchasing procedures for the Authority. The Purchasing staff also provides training to using departments.

2.2 Function

- A. Develop purchasing objectives, policies, programs, templates for RFPs and contracts, and procedures for the acquisition of materials, equipment, supplies, and services.
- B. Oversee and manage formal bids/proposals (over \$35,000).
- C. Coordinate and provide assistance for purchasing procedures of user departments.
- D. Consolidate the purchase of like or common items or services.
- E. Review drafted specifications for formal bids.
- F. Provide contract administration.
- G. Ensure all contract documents are received before issuing Notice to Proceed or Purchase Order, to include Certificates of Insurance, etc.
- H. Provide administration for the Authority Purchasing Card program.
- I. Ensure all purchases are made per applicable State and Federal laws and Authority policy.
- J. Resolve, monitor, and negotiate contract disputes regarding contract compliance.
- K. Request and/or assist with audit of departments for compliance with Authority procurement policies.

2.3 Objectives

- A. To know and become acquainted with the needs of all departments.
- B. To procure a product or service that will meet the department's requirements and is the best value to the Authority.
- C. To know the sources and availability of needed products.
- D. To write manuals, provide training, and be a source of information to all departments in meeting their purchasing needs.
- E. To provide templates for RFPs and contracts.
- F. To assist by assembling bid packets and Requests for Proposal.
- G. To publish all legal notices and bid/proposal documents on DemandStar.

- H. To maintain good vendor relations.
- I. To inform department staffs of market changes, new products, and other such factors.
- J. To provide an understanding of sound purchasing policy and procedures throughout all departments of the Authority.
- K. To exchange ideas and information with other public purchasing agencies in an effort to solve common problems.
- L. To develop standardized specifications for use by all departments, improve the purchasing practices, and apply them when feasible.
- M. To understand legal procurement laws and ensure airport employees comply with all applicable laws and policies.

2.4 Relations with Authority Departments

The Purchasing Division shall establish and maintain communication with Authority Departments in order to meet their purchasing requirements.

2.5 Requesting Department's Responsibilities

- A. Initiate purchases, as outlined in this and/or other Purchasing manuals, allowing sufficient lead-time for the Purchasing Division to process the order and the vendor to deliver goods or services.
- B. Follow the Authority's purchasing policies outlined in the Purchasing and P-Card manuals.
- C. Prepare clear and concise technical specifications when needed for products or services.
- D. Review bid tabulation sheets and submitted proposals to inform the Purchasing Division of their department's recommendations for award. The Purchasing Division will oversee bid openings and the evaluation process to ensure it is performed objectively.
- E. Submit complete and proper specifications for bid solicitation, or proper documentation to waive competitive bidding when exercising an option to "piggyback" or declaring sole/single source procurement (reviewed and approved by the Purchasing Division).
- F. Promptly inform the Purchasing Division of any contract compliance issues.

2.6 Ethics and the Procurement Process

The Authority and the Purchasing Division subscribe to the Florida State Statutes' Code of Ethics: 112.215, Section III to 112.363, Part IV. Furthermore, the Purchasing Division promotes the published and established Code of Ethics as adopted by the National Institute of Governmental Purchasing Officers (NIGP) and the Florida Association of Public Procurement Officials, Inc. (FAPPO).

No officer or employee of the Authority shall have any personal, beneficial interest, either directly or indirectly, in any expenditure, purchase, sale (not including items auctioned by the Authority) or contract for items, equipment, supplies, commodities, or services made by the Authority. Additionally, they shall not have an interest in any firm, corporation, or association furnishing or bidding on such purchase, sales contract, or services.

No employee, Authority management, or official acting as agent for the Authority, shall directly or indirectly, purchase, rent, or lease any supply or service from a business entity in which he/she or his/her immediate relative owns a material interest. A public officer or employee acting in a private capacity may not rent, lease, or sell any supply or service to the Authority where he/she will have a personal gain in any manner.

The Authority is also governed by the Government in the Sunshine, Florida Statute 286.119. Briefly, the records held by the Purchasing Division are considered public information and as such, can be examined by the public upon proper request.

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SECTION 3-PURCHASING METHODS

3.1 Purchasing Card

A Purchasing Card (P-Card) is intended for use by an employee that has a frequent and recurring need to purchase small dollar supplies and services up to each user's established spending limits. The P-Card program is designed to improve efficiency in processing purchases from any supplier that accepts the Visa credit card. Purchases can be completed with suppliers over the phone, fax, Internet, mail, or in person. All P-Card purchases must follow the rules and procedures prescribed in the Purchasing Card Program Cardholder Manual, available in the Purchasing Division. The City Procurement Manager administers the P-Card program.

3.2 Purchase Orders

3.2.1 Standard Purchase Order

The Standard Purchase Order ("Regular Purchase Order" or "Normal Purchase Order") is a MUNIS-generated numbered document authorizing a supplier to issue goods or services. It is a legal document authorizing the purchase of and subsequent payment for materials, supplies, equipment, construction, repairs, and services.

3.2.2 Blanket Purchase Order

Blanket Purchase Orders (BPOs) is a MUNIS-generated numbered document authorizing a supplier to issue goods or services. BPOs are for purchasing small dollar and recurring or repetitive purchase items. BPOs reduce the quantity of paperwork and decentralize the ordering of materials and/or services on a day-to-day basis.

3.2.3 Purchase Requisition

A Purchase Requisition (PR) is a MUNIS-generated numbered form, required for the purchase of all items not of an emergency nature or Purchasing Card procedures. This, however, is not a document used to actually purchase goods or services. PRs are only requests for Purchase Orders.

3.3 Emergency Purchase

An "Emergency" is a situation causing immediate danger to the public health, safety, or welfare or other substantial loss to the Authority. Such situations result from a sudden unexpected turn of events or any circumstance or cause beyond the control of the Authority in the normal conduct of its business. An emergency purchase alleviates a situation where there is a threat to health, welfare, injury, or loss to the Authority that can only be rectified by the immediate purchase of equipment, supplies, materials, or services.

True emergency purchases are often made on weekends, holidays, or after hours. The Executive Director, Department Director, or their designees may make emergency purchases when he/she has determined circumstances require immediate requisition of goods or services. Once the Executive Director or Department Director (or designee) signs a written emergency determination, the Department may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without employing Semi-Formal or Formal bid/proposal processes; competitive sealed bids, competitive sealed proposals, or competitive sealed replies.

Documentation explaining the circumstances and nature of the emergency purchase shall be submitted by the appropriate Department Director as follows for purchases:

- A. up to \$5,000 (Category 1): Process a Purchase Order Request Form, referencing “Emergency” in the body of the PO Request Form and provide complete backup documents, including any obtained quotations;
- B. between \$5,000 and \$15,000 (Category 2): Process a Purchase Order Request Form, referencing “Emergency” in the body of the PO Request Form and provide complete backup documents, including any obtained quotations, and Request for Approval Form (Check Emergency block). The Procurement Manager shall approve;
- C. between \$15,000 and \$35,000 (Category 3): Process a Purchase Order Request Form, referencing “Emergency” in the body of the PO Request Form and provide complete backup documents, including any obtained quotations, and Request for Approval Form (Check Emergency block). The Executive Director shall approve;
- D. that exceed \$35,000 (Category 4): Process a Purchase Order Request Form, referencing “Emergency” in the body of the PO Request Form and provide complete backup documents, including any obtained quotations, and Request for Approval Form (Check Emergency block). The Executive Director may approve or request MAA Board approval (or present as an Action Item for Board Ratification at the next scheduled MAA Board meeting).

If the emergency purchase causes any budget line to exceed the approved budget, it shall be the responsibility of the requesting department to obtain subsequent approval for an additional appropriation or to make a transfer to cover the purchase.

Emergency procurements greater than \$35,000 shall be made by obtaining pricing information from at least two prospective vendors, which must be retained in the contract file, unless the Authority determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the Authority. The Department shall furnish copies of all written determinations and any other documents relating to the emergency action to the Purchasing Division. A copy of the written statement shall be sent to Authority Accounts Payable with the invoice authorizing payment.

The Melbourne Airport Authority Board shall ratify all Emergency procurements in excess of \$35,000 at the Board Meeting immediately following the Emergency purchase, if not previously approved by the Board.

An “emergency purchase” must meet the circumstances noted above and requires such competition as is practicable under the circumstance. Poor planning and inadequate management are not “emergencies.” Purchases of this nature may be expedited, but still do not justify “emergency” status.

3.4 Internet Purchase

To protect the assets of the Authority, it is important to use caution when purchasing goods or services over the Internet. The purchase should be made by providing the supplier a purchase order number, obtained through the normal process, to ensure goods are received and meet

specifications before payment is made. If payment must be made by use of a Purchasing Card, extreme care is to be exercised to ensure the vendor is legitimate and the user understands the return policy in case the goods do not meet their demand.

3.5 Semi-Formal Bids (Price Quotes)

With the exceptions of purchases exempt from competitive bids, all purchases between \$5,000 and \$15,000 (Category 2) require the opportunity for competition by solicitation from vendors.

A minimum of three (3) quotations (verbal, email, etc.) should be obtained. If less than three (3) quotes are received, proceed with award, unless the Department chooses to revise requirements and solicit a second time. A copy of each quote received is attached to the Purchase Requisition.

3.6 Formal Bids/Proposals

With the exception of purchases exempt from competitive bids, all purchases over \$15,000 (Categories 3 and 4) require written specifications, written bids/proposals, and the opportunity for competition through a formal bid/proposal solicitation process conducted by the Purchasing Division. Purchasing Division staff should use the DemandStar Electronic System whenever possible.

3.7 Sealed Bid (Invitation to Bid {ITB})

This formal method for purchasing goods, services, and/or supplies that exceed \$35,000 is the most preferred formal bid method. Used when specifications are well defined and pricing is the primary focus. Awards are made to the lowest priced responsive and responsible bidder.

Sealed bids allow a maximum degree of competition among a number of suppliers offering similar products. As a result, prices obtained are generally considerably lower than standard "list" pricing. Sealed bids require considerable effort in the preparation of their terms, conditions, and specifications.

3.8 Sealed Proposal (Request for Proposal {RFP})

This formal method of procurement for purchasing goods, services, and/or supplies exceeding \$35,000 is used when competitive sealed bidding (ITB) is not practical.

Formal proposals differ from formal bids in the nature of their intent. RFPs are evaluated on several criteria, price is only one criteria. Bids usually supply detailed nature and specifications of the goods or services desired. The requesting department provides this data. Proposals, however, specify the nature of requirements. Often, the means of satisfying requirements is determined by the experience and expertise of the proposing vendor/supplier. Therefore, the Purchasing Division will request that vendors submit their proposals for accomplishing a specific goal. These proposals will be diverse relative to approach, means, and cost.

RFPs are used when factors other than price/cost are critical to the project. The method of achieving the desired outcome may be vague, lacking specific details, or require the vendor's experience and expertise to provide innovative and economical solutions. Evaluation criteria must be included in the RFP.

3.9 Acquisition of Professional Services

The purchase of professional services subject to the Consultants' Competitive Negotiation Act (CCNA) must comply with Section 287.055, Florida Statutes.

3.10 State Contracts and Other Government Agency Contracts

State, Government Agency, and Organizations contracts have already been competitively bid/awarded; therefore, the need to bid is satisfied for purchases of this nature. This method of purchase is known as piggybacking, and is particularly desirable if time is a constraint or if the chances for obtaining better prices from other sources is poor. Utilization of these sources waives the requirement for a formal competitive bid.

Documentation Requirements

The following documentation provides the minimum requirements to use another political entity's awarded contract. Provide the required information to the Purchasing Division:

1. **Florida State Contracts.** Provide the current Florida State Contract Number. If the contract has fixed unit prices, no additional information is needed. If the contract is a percent discount from list, a copy of the original manufacturer's list price is also required. This will usually be in the form of a published price list. If requesting only to utilize some of the items on the contract, only the pages with those prices are required.
2. **National Government Cooperative Purchasing Programs.** Cooperative purchasing takes two forms: Joint Solicitation and Piggybacking.

Joint Solicitation is the intentional coming together of two or more agencies to aggregate their individual product and service needs (a.k.a. "purchasing volume") into a single solicitation effort. Each participant agency is bound to the resulting contract resulting from the singular effort.

Prospective suppliers have a clear understanding of the volume and service level requirements necessary to support the committed agencies. Joint solicitation is a forward-looking, collaborative approach to cooperative practice that can provide clearly defined requirements and volumes. In general, joint solicitations occur with a relatively small number of agencies putting forward a greater – though shared – level of effort early in the procurement process to improve their negotiating position.

Piggybacking is the use of a contract by another agency that was not, itself, a party to the original solicitation and contract award. Agencies choosing to piggyback on another agency's contract are bound by the terms, conditions and pricing provided for by the contract.

In contrast to a contract established through a joint solicitation process, when an agency creates a contract that allows for piggyback use the awarded supplier(s) do not know what the actual purchasing volume will be over the life of the contract and so may not be in a position to offer the most aggressive pricing. As contracts that allow for piggybacking grow in their utilization over time, the contracting agency may improve its negotiating position based on historical volumes during future procurement efforts. Thus, piggyback approach to cooperative procurement is a more retrospective approach to cooperative procurement as it is only after greater levels of contract use can be demonstrated that improved pricing and terms can be realized.

The principle of piggybacking is fundamental to the growth in number of "cooperative programs" and the use of the contracts they promote.

Cooperative Purchasing Programs include:

1 Government Procurement Alliance (1GPA)
Association of Educational Purchasing Agencies (AEPA)
Baltimore Regional Cooperative Purchasing Committee (BRCPC)
Buyboard
Capitol Region Purchasing Council (CRPC)
Choice Partners National Purchasing Cooperative
Educational & Institutional Cooperative Purchasing (E & I)
GoodBuy Purchasing Cooperative
H-GAC Cooperative Purchasing Program
HGAC Energy Purchasing Corporation
Kansas City Regional Purchasing Cooperative (KCRPC)
Midwestern Higher Education Compact
NASPO Value Point
National Cooperative Purchasing Alliance (NCPA)
North Texas SHARE
NPPGov
OMNIA Partners (formerly National IPA and U.S. Communities)
Public Sourcing Solutions
Purchasing Cooperative of America
Sourcewell
Southeast Florida Governmental Purchasing Cooperative
Texas Department of Information Resources
TIPS Purchasing Cooperative
Unified Purchasing Cooperative of the Ohio River Valley
Washington School Information Processing Cooperative (WSIPC)

3. PRIDE and RESPECT.

PRIDE (inmate labor and correctional work programs) and RESPECT (purchase from the blind or other severely handicapped non-profit) have published unit prices.

4. Contracts from other Political Entities.

Provide the following:

- A. Copy of award letter/memo/agenda item by the political entity to the awarded vendor
- B. Complete copy of the vendor's proposal and/or contract

3.11 Sole Source/Single Source Purchase

Sole source or single source purchase is noncompetitive in price or availability and may be exempt from competitive solicitation requirements. Examples might be purchasing from a manufacturer's sole sales agency or purchase of a particular brand of computer equipment because it is exclusively compatible with the network computer.

Exercise caution when requesting "sole source" approval for a purchase. In many cases, other sources do exist for a given item, and the using department and/or Purchasing Division must investigate these before committing to "Sole Source." Purchasing staff will review all sole source requests prior to further processing.

The Procurement Manager makes the determination of sole source or single source after conducting a good faith review of available sources, which demonstrates there is only one source for the required supply, service, or item. The Procurement Manager shall maintain a record of determination of the sole source. Section 255.20, Florida Statutes shall govern a sole source procurement involving contracts or purchase of materials for the construction, modification, alteration, or repair of any Authority owned facility.

Sole source and single source requests must be renewed every two (2) years including justification and reaffirmation that a good faith effort has been made to find other available sources. The Department Director shall provide written justification citing the reason for a sole/single source purchase. A letter from the vendor may also be included with the justification. The justification for sole/single source procurements must document a good faith effort in seeking other sources. Forward all documentation to Purchasing for evaluation and approval prior to PO initiation.

3.11.1 Sole Source.

For a commodity or service to be deemed a sole source procurement, the department must provide the appropriate documentation proving at least one of the following:

- A. A different brand, make, or specifications would be incompatible with currently owned equipment or systems.
- B. The purchase is a component, repair, or replacement part of existing equipment or system for which no commercially available substitute exists and the purchase can only be made from the manufacturer, sole distributor, or service provider.
- C. Additional unanticipated commodities or services are needed to complete an ongoing task.
- D. The requesting department must provide documentation from the manufacturer proving sole source status. Providing a patent number or other information indicating they are the only suppliers in the area may satisfy this requirement. See Sole/Single Source Justification Form

3.11.2 Single Source.

For a vendor to be deemed a single source, the department must provide a justification that:

- A. no other source can meet the Authority's requirements (cite a specific reason); or
- B. the commodity or services may be available from more than one source but there are advantages to the Authority for choosing that vendor; such as qualifications, past experience, uniqueness, location, or timeliness.

The Purchasing Manager shall review and approve single source purchase requests under \$35,000. For purchases of \$35,000 or more, a Notice of Intent to Single Source shall be posted on the Authority website for at least seven (7) business days in accordance with Section 287.057(3) (c), Florida Statutes. The Notice will include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined after reviewing information received from prospective vendors that the commodities or contractual services are available only from a single source, a notice of the intended decision to enter a single-source purchase contract shall be posted.

3.12 Check Request

The Check Request is a standard form used to authorize Accounts Payable staff to make payment for purchases of goods and/or services excluded from general purchasing requirements. These exclusions include certain payments to vendors or reimbursements as listed below:

- Travel and conferences
- Membership dues, subscriptions, licenses, or permits
- Educational and seminar fees
- Periodicals and publications
- Instructor fees
- Legal costs
- Refunds
- Other items as approved by the Finance and Administration Department

Before processing a Check Request, be sure to review other purchasing methods to ensure Purchasing policy and procedure compliance. Do not use a Check Request to circumvent established Purchasing policies and procedures. Such a request is an unauthorized purchase and the Authority is not obligated to pay.

A Check Request does not take the place of a Purchase Order to circumvent normal bidding procedures. Additionally, Check Request purchase violations are subject to review by the Authority's Director of Finance and Administration.

Contact the Finance and Administration Department with any questions regarding the types of items that qualify for a Check Request form.

SECTION 4-GENERAL GUIDELINES

This section introduces the general policy, guidelines, and/or rules for the purchasing process. Subsequent sections provide those procedures and methods to carry out this policy.

The Executive Director, as authorized by the MAA Board, has delegated to the Procurement Manager the authority to procure materials and services for the Authority that are within the guidelines set forth by the MAA Board. All purchases must be processed through the Purchasing Division.

4.1 Purchasing Categories

Two components control the purchase process: (1) established policy dollar amount and (2) approving authority. Dollar limit categories apply to the total amount to be purchased and/or the total amount to be expended over an initial contract term. Purchase approval thresholds apply to the established level of approving authority (i.e. Department Director, Procurement Manager, Executive Director, or MAA Board). Purchase approval applies to all Financial Services forms including Purchase Requisitions, Check Requests, and Purchasing Cards.

Category 1 - Purchases of \$0.01 to \$5,000

Types of Purchase:	Purchasing Card (<i>up to users' established spending limit</i>) Purchase Order
Quote Preference:	Telephone, fax, Internet, or in-person quotation documented in a memorandum or email
Suggested Approval:	Department Director or designee

Category 2 – Purchases of >\$5,000 to \$15,000

Types of Purchase:	Purchasing Card (<i>when vendor cannot take a PO and up to users' established spending limit</i>) Purchase Order
Quote Requirement:	Minimum of three (3) verbal (<i>documented in a memorandum or email</i>) or written quotes
Approval:	Department Director and Procurement Manager
Notes:	Quotations must include delivery charges and delivery period.

Reference Quote number on Purchase Requisition and vendor source notes or on the P-Card receipt. Attach written quotations to the Purchase Requisition or P-Card transaction.

The Procurement Manager reserves the right to verify quotations and pricing information, and check to determine whether delivery charges have been included, and/or seek further competition.

Category 3 – Purchases from >\$15,000 to \$35,000

Types of Purchase: Purchase Order

Proposal/Bid Requirement: Formal quote solicitation by Purchasing staff utilizing DemandStar, other electronic methods, or bidding waiver based on an authorized bid deviation

Approval: Department Director, Procurement Manager, and Executive Director

Category 4 – Purchases greater than \$35,000

Types of Purchase: Purchase Order

Bid Requirement: Formal solicitation by Purchasing staff utilizing DemandStar, other electronic methods, or bidding waiver based on an authorized bid deviation.

Approval: Department Director, Executive Director, and MAA Board

Purchases over \$15,000 must be approved or awarded either by the Executive Director (Category 3 Purchase) or by the MAA Board (Category 4 Purchase). The requesting department must submit either a Recommendation for Award Form or Request for Approval Form to the Purchasing Division. Purchasing staff will then prepare either an Executive Director Action Item or MAA Board Item Form and route for departmental approval. Note: Purchasing staff reserves the right to process Category 3 and 4 acquisitions as a formal bid or proposal (rather than as a semi-formal quote) when it best serves the needs of the Authority.

MAA Board award or approval takes place only during regular MAA Board meetings on the fourth Wednesday of each month (unless otherwise rescheduled or cancelled). It is essential that the Agenda Item recommendations be processed and submitted on a timely basis to avoid unnecessary delays. To this end, all Items to be included in a subsequent Wednesday Board Agenda must reach the Purchasing Division office by Wednesday, two weeks prior to the MAA Board meeting. An MAA Board Meeting Agenda Preparation Schedule is issued by the Executive Director's office for each calendar year.

4.2 Unauthorized Purchases

Except for emergencies or other authorized exemptions stated in these guidelines, no purchase of supplies, services, or equipment shall be made without authorization as described within this manual. No representative of the Authority shall enter into a verbal agreement or make any arrangements until after receiving final approval. In the event an unauthorized purchase is made, the following may apply: (1) such purchases are void and not considered an obligation of the Authority, and (2) the person ordering the unauthorized purchase may be held personally liable for the costs of the purchase or contract.

NOTE: No item or service is to be ordered, received, or paid for without use of a Purchase Order (Regular, Blanket, Emergency) or Purchasing Card with the exception of an authorized Check Request payment.

Unless specifically approved in writing by the Director of Finance and Administration, no employee may purchase Authority property for his/her own personal use unless purchased through the Authority's public auction. This includes new and used equipment, materials, or supplies. Note: One exception is the ordering of shirts with Authority logo displayed.

No employee may use the purchasing power of the Authority to make private purchases; in addition, employees should not have private purchases sent to the Authority C.O.D. to be paid for by the employee.

4.3 Prohibition against Subdivision

No contract or purchase shall be subdivided to avoid the requirements of the Purchasing Manual.

Delegated procurement authority is based on the total cost of goods and/or service. It is prohibited to split an order so that the total cost is within one's spending authority.

4.4 Tax Exempt Status

The Authority is exempt from Federal, State, and Local taxes except in certain prescribed cases. An exemption certification is available from the Finance and Administration Department or Purchasing Division and should be furnished to any of the Authority's suppliers upon request.

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SECTION 5-PURCHASE ORDER CHANGE ORDERS/CANCELLATION

5.1 PO Change Orders

Departments request changes to the original order by submitting a Change Order Request Form to Purchasing. The originating department completes and approves this form before sending it to the Purchasing Division for authorization and processing. After the change processes in MUNIS, the purchase order reprints with a notation of the change and the date completed on the purchase order face. The reprinted purchase order follows the same disbursement as the purchase order.

Change orders increasing total PO value beyond purchasing limits require appropriate approvals for the new total value of the PO.

Any changes to a PO will not change the original PO line items. Each change will add a new/separate line to the PO whether adding or subtracting value.

5.2 Purchase Order Cancellation

If a department requests to cancel an order, department staff should notify the vendor as soon as possible. Department Staff forward an approved Change Order Request Form marked Cancel, with the reason for that cancellation properly noted, to the Purchasing Division. The Purchasing Division will process the cancellation in MUNIS and disperse copies.

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SECTION 6-RECEIVING, INSPECTION, AND TESTING

6.1 Receiving and Inspecting

The PO face identifies the materials and/or supplies delivery location or department. It is the using department's responsibility to:

1. Receive product by checking the shipment upon delivery for possible shipping damage, and matching quantity and description to the Purchase Order. The following are steps to take when receiving material:

A. Verify the count. If there is a shipping discrepancy, note shortage on both shipper's and deliverer's copies of the receipt.

B. Check for visible damage. Note on all receipts.

C. Check for concealed damage – make note of broken or crushed containers.

D. In signing a delivery receipt, add "Except for concealed damage, if any."

E. Notify carrier in writing of any damage found and request an inspection.

F. If you do not have time to verify delivery immediately upon receipt, please sign delivery ticket and include "**Delivery not checked for accuracy or damage.**"

2. After determining that there is no damage and the correct product and quantity received, sign the accompanying delivery slip, Bill of Lading, or invoice. Note any discrepancies and contact the vendor immediately to inform them of the discrepancy.

3. Users and/or receivers utilize the MUNIS Purchase Order Receipt function (PO Receiving) to record the receipt of all purchases against a PO, as soon as possible following receipt.

4. When vendors make partial deliveries for their convenience, the Authority will not make payment until complete delivery is made, unless partial shipment has been authorized when the purchase order was issued.

6.2 Testing

Testing of certain materials and supplies is occasionally necessary. The using department (and the Purchasing Division as required) is responsible for all details in connection with any necessary testing. Testing requirements should be included in the written specifications on the Purchase Order.

SECTION 7- PAYMENT PROCESSING

An Invoice is the vendor’s request for payment to the Authority for materials or services rendered. The Invoice is based upon the Purchase Order and should contain the same basic information. The prompt and proper processing of a valid Invoice is required.

Upon receipt of a proper vendor Invoice and completion of delivery and acceptance of material or service, the department will promptly review and approve the Invoice for payment and forward to Accounts Payable in the Finance Department. Vendors should send invoices directly to Accounts Payable via U.S. Postal Service or email. The originating department shall immediately forward any received invoices to Accounts Payable. The Authority adheres to the State of Florida “Prompt Payment Act” as required by Chapter 218, Part VII Florida Statutes.

A Proper Invoice includes the following data:

1. Invoice for PO Payment:

- Stamped date received by Authority
- Invoice number
- Entire PO number
- Vendor name
- Vendor remittance address
- Date that correlates to conveyance of goods, services, or property
- Describes the goods, services, or property provided
- Location of work completed, delivery, or property sold
- Unit prices and extended total prices of goods, services, or property
- Line item number(s)
- Line item amount(s)
- Authorized signature
- Department Approval for payment

Invoice for Non-PO Payment (Check Request): The Accounts Payable Department requires the use of a red stamped block (**Red Stamp**) on the front (back if necessary) of an invoice to be processed.

ORG/Object/Project	Amount
Description:	
Authorized Signature	

The invoice should also contain the following information:

- Stamped date received by Authority
- Invoice number
- Vendor name
- Vendor remittance address
- Date that correlates to conveyance of goods, services, or property
- Describes the goods, services, or property provided
- Location of work completed, delivery, or property sold
- Unit prices and extended total prices of goods, services, or property
- Expenditure code (Organization and Object)
- Authorized signature

The **Red Stamp** signature must reflect an Authority-authorized signature currently on the signature approval list in Accounts Payable.

Partial Payment: The Authority does not make partial payments against a PO except when partial deliveries (with a corresponding invoice) are made for the convenience of the Authority or when a discount is available.

Credit Memo: An Invoice credit memo shall be processed and submitted with red stamped block, the same as Invoice for Non-PO payment in 2 above. Credit memos must not be held at the department location.

SECTION 8-BIDS/PROPOSALS & CONTRACTS

Formal sealed bids and proposals are the most effective procedures for soliciting competitive prices from vendors in the public (government) purchasing sector. Each method has advantages and disadvantages. This section addresses the procedures for preparing and processing bids and proposals.

With the exception of purchases exempt from competitive bids or proposals, all purchases that exceed \$15,000 (Categories 3 and 4) require the opportunity for competition by bid or proposal solicitation from vendors.

8.1 Formal Sealed Bids (Invitation to Bid [ITB])

A. Bid Purpose

Before proceeding with any bid, the Purchasing Division must determine the purpose that is to be served. Will the bid result in procuring goods, services, or a combination of both? Is there a necessity for special protection for the Authority through bonds and insurance? Will the contract provide a one-time purchase or an annual blanket agreement? All these questions and more must be answered before preparing the bid for issuance.

B. Vendor Selection

A vendor list sufficient to generate at least three responses is required for all purchases over \$15,000. Potential suppliers may be located by using the following resources:

1. DemandStar vendor list
2. Authority bidder database
3. State purchasing contracts
4. Product catalogs
5. Telephone directories
6. Purchasing records
7. Thomas Register
8. McRae's Blue Book
9. Department Director recommendation
10. Trade journals
11. Salesperson

C. Bid Advertisement

Adequate public notice of the Invitation for Bid shall be given.

Newspaper: The Authority will advertise a minimum of one time in newspaper(s) of general circulation in Brevard County. The first advertisement should be at least five (5) calendar days before the bid opening date. The newspaper advertisement shall include the bid or proposal number, bid title, bid opening date and time, the location for delivery of bids, pre-bid information, bond requirements, and the information of how to obtain the bid specifications.

D. Distribution of Bids by the Purchasing Division

The Authority posts bids on the Authority website and DemandStar for downloading by prospective bidders. Supplemental bidders will be provided from the Authority bidder database. Placement on the bidders list does not guarantee receipt of an ITB. It is the vendor's responsibility to check out bid notices posted by the Purchasing Division. Vendors currently subscribed with DemandStar will receive notice for all ITBs within their commodity category.

E. Pre-Bid Conference

The Authority may conduct a pre-bid conference with prospective bidders and concerned Authority staff on complex procurement projects.

The primary objective of a conference is to provide a clear understanding of instructions to bidders relative to drawings, specifications, local conditions, location of the work, and basic construction methods or work requirements. A site visit may be scheduled following the conference if the project personnel feel it would be beneficial for clarification of specifications.

In addition to avoiding quality assurance problems and contingency items in quotations, other benefits that possibly derived from conferences include:

1. A reduction in the number of changes in specifications.
2. Stimulating competition by interesting more prospective suppliers and/or contractors.
3. To insure qualified suppliers will submit quotations and to discourage submission by suppliers not qualified to perform the work or supply the goods.
4. An opportunity to discuss schedules.
5. An opportunity to explain policies and requirements with respect to procurement methods, competitive bidding and negotiation, quotation qualifications and conditions, price provisions in solicitations and any resulting contractual agreements, and the determining factors in making awards.

The conference should be a formally announced meeting with bidders. An announcement of the conference shall be included with the Invitation to Bid. The announcement will state the date, time, and location of the conference. In order to derive the greatest benefit from a conference, provide adequate time for the prospective suppliers to review the plans and specifications prior to the conference. Personnel qualified to answer completely and accurately all questions relating to matters such as contract provisions, design and specifications, and production techniques should attend the conference. A formal record shall be made of persons attending and the organizations represented via a sign-in sheet.

During the pre-bid conference, review and discuss the specifications with all vendor representatives in attendance. Care shall be taken to clarify the specifications as requested so as to insure that a vendor is not written out, thereby, eliminating them from the bidding without due cause. Only in those instances where a vendor requests a change in the specifications that would result in compromising the intended use and quality of the equipment are such requests denied.

It is important that persons attending be clearly informed that no oral statement from any person which modifies plans and specifications will in any manner or degree, be considered official until covered in an addendum to the Bid.

F. Issuing Addenda

Once issued, changes in the specifications cannot be made to an ITB unless an addendum is issued, clearly pointing out such changes.

All addenda shall be issued at least seven (7) calendar days prior to bid opening date or Proposal due date, unless waived by the Procurement Manager. If there is not sufficient time, the bid opening date will be extended.

G. Bid Format

To avoid duplication of effort in bid preparation, the Purchasing Division has created a bid format, which provides the “boilerplate” or general terms and conditions of the bid. “Boilerplate” or general terms and conditions ensure the Authority receives appropriate protections through requirements for bid bonds, insurance, and/or performance and payment bonds. Deletion of these items may result in loss of any meaningful protection for the Authority in the event of a vendor default or noncompliance.

H. Bid Conditions

In addition to the general conditions or “boilerplate,” most bids require special conditions, which pertain specifically to the bid in question. Conditions differ from specifications in that conditions refer to requirements, which the bidder must meet before specifications of its bid item are even considered. For example, a supplier of furniture who cannot meet the required condition of a 30-day delivery will be eliminated, even though his furniture may meet all physical specifications.

Conditions allow the Authority a high level of protection by the inclusion of various clauses relative to renewal of contract, cancellation, settlement of disputes, payment terms, delivery schedules, etc.

I. Bid Specifications

The requesting department provides specifications for all departmental bids. Reasons for this policy are as follows:

1. As prime user, the department is best aware of any special characteristics or problems.
2. Because they utilize the item to be bid on, the department is best aware of any new developments in that product field.
3. Scientific, engineering, or other technical descriptions must be provided by departmental staff possessing appropriate qualifications.

Purchasing staff may assist in writing technical specifications; however, they must be reviewed and approved by the using department.

Specifications are the basis for a vendor bid. Understanding its bid will be evaluated primarily on price; a vendor will seek to offer an item that only meets the specifications. Consequently, it is vital that specifications make no assumptions, but rather detail every important facet of the item in question. To do so invites delivery of items, which meet specifications, but fail to meet the department’s expectations.

A specification is, “... a concise statement of a set of requirements to be satisfied by a product, material, or a process indicating whenever appropriate, the procedure by means of which it may be determined whether the requirements given are satisfied.”

The Purchasing Division's objective is to establish "performance specifications" which satisfy the need while allowing the greatest number of competing firms to bid. Therefore, it is more desirable to describe an item by its intended purpose and the physical characteristics it must exhibit than merely to specify a given brand and model with no substitutions.

Specifications may be by performance description, or brand name or a combination of the above. Purchasing staff recommends the use of more than one brand name as a reference. To assure competition when using brand names, include the phrase "or equal" following the brand description. This allows vendors of similar products to bid while promoting maximum competition and the best value for the Authority. Should proof of equivalency arise, the burden of proof is on the vendor. Final judgment of equivalency shall reside with the Department Director or his/her designee.

J. Bonds and Insurance

Bonds offer tangible protection in the form of monetary assurances that the bidder will meet its obligations. Bonds must be secured by the bidder at its own cost, and generally may be classified as follows:

1. **Bid Bond:** A form of security offered by a bidder to the party soliciting the bid, guaranteeing that the bidder will enter into a contract within a specified period and will furnish any required performance and labor and material bonds.
2. **Performance Bond:** A performance bond, also known as a contract bond, is a surety bond issued by an insurance company or a bank to guarantee satisfactory completion of a project by a contractor.
3. **Payment Bond:** A payment bond is a surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the project will be paid. They are often required in conjunction with performance bonds.
4. **Maintenance Bonds:** Provide a warranty on work for a specific amount of time after the work is complete.
5. **Supply Bond:** Ensure suppliers deliver materials according to their contract.
6. **Employee Theft Bond:**
 - a. **Name Schedule Fidelity Bond:** This bond covers a designated list of employees provided to the insurance company. Whenever an employer adds or changes employees, they simply update the insurance company with the new names. Collecting from a claim on this type of employee theft bond requires absolute proof that a specific employee on the schedule actually stole.
 - b. **Blanket Position Bond:** Provides blanket protection over a specific position rather than a list of employees. All employees who work in the designated position(s) are covered, and new employees are added automatically. Claims do not require absolute proof that a specific individual committed the stealing.
 - c. **Primary Commercial Blanket Bond:** Is much like the blanket position bond except that it covers each employee in your company.

Insurance is required to safeguard the Authority from any claims resulting from damage to property and/or injury to persons caused by the vendor or its actions. The vendor, at its own cost, must secure insurance policies that name the Authority as an “Additional Insured” party.

K. Bid Response

Aside from any attachments such as plans or drawings, the Purchasing staff shall provide a separate document titled Respondent Response Sheet. This page provides blank spaces labeled for the vendor’s company name, address, phone number, signature, title, date, and email address. Vendors will be advised in the bid document to use only the provided Respondent Response Sheet. The Respondent Response Sheet also provides a Bidder’s Certification statement that the vendor, by submitting its bid, acknowledges that it will meet all bid terms, conditions, and specifications contained in the bid. The purpose of requiring the Respondent Response Sheet is to control the bid submittal documents so that vendors do not submit bids, which include verbiage negating or modifying the terms of the bid. Any vendor that attempts to do so will be rejected.

Additionally, a bid pricing sheet(s) will be included with the bid solicitation for the bidder’s price by unit and/or total, delivery data, freight charges, warranty data, and any other special information required by a specific bid. Occasionally, an Excel document or USB Flash Drive may be required for bidder pricing response.

L. Receipt of Bids

Control of the bid document is essential. Bidders will submit their bid in a sealed envelope with the following information clearly marked on the outside:

1. Vendor Name
2. Due Date (month, day, year)
3. Time Due (hour/ a.m. or p.m.)
4. Bid Number
5. Bid Title

Each bid received will be date and time stamped at the Authority Reception Desk.

On occasion an envelope will be received without proper information on the outside identifying it as a bid reply. On such occasions, after an actual bid envelope has been opened, the appropriate bid information will be written on the outside of the envelope, time stamped, reason it was opened prematurely, and resealed for reopening on bid closing date.

All sealed bids shall be received at the Melbourne Airport Authority Offices addressed as follows:

Melbourne Airport Authority
Attention: Purchasing
One Air Terminal Parkway, Suite 220
Melbourne, FL 32901

The Authority will receive sealed bids until the closing date and time. It is the sole responsibility of the bidder to ensure that their bid reaches the Authority before the closing date and hour stated on the bid document.

M. Late Bids

Bids received in the specified receiving location, after the scheduled date and time for opening or Authority receipt will be deemed late and will be rejected; unless the Procurement Manager determines the late receipt was due primarily to Authority mishandling of the bid after receipt. A late bid will be identified as a "Late Bid" on the outside of the envelope or container and remain unopened in the applied bid file. The Authority will notify the bidder of their late bid status and provide the bidder an opportunity to pick up the bid or arrange for return, at bidder's expense.

N. Bid Opening

A sealed bid opening is a formal, official event conducted in a professional, business-like manner. Purchasing staff shall avoid making any frivolous or preferential statements, which might compromise the Authority's position and the reputation of the Purchasing Division.

Unless conditions demand another site, bids are opened in the Authority Boardroom or conference room. Bid openings are open to the public and all interested bidders. The bid opening time must be strictly adhered to.

As the bid opening starts, the Procurement Manager, or designated official opening the bid will introduce his/her staff and any Authority officials present. An announcement that "no award will be made at this time" will precede the opening of the first bid.

The Procurement Manager or his/her designee will open the bids while another member of the Authority Staff records each bid. As each bid is read aloud, the dollar amount will be repeated clearly twice.

After opening the last bid, attending vendors are advised that an award decision will be made after review of the submitted proposals, and thanked for attending the bid opening. To avoid possible tampering, bids shall not be distributed for general investigation by the bidders present. The bid analysis and monitoring system of the department will also be confidential as per Florida Statute 337.168. Under no circumstances will vendors or the public be allowed to privately review bids.

O. Preliminary Screening of Bids

Unsigned bids shall not be considered. No changes in bid prices or other provisions shall be permitted after opening a bid. Under no condition will a facsimile (fax) response be acceptable.

Prior to opening of bids, a vendor may correct or withdraw its bid. Following the bid opening, when the Purchasing Division detects a mistake or the bidder alleges a mistake, ask the bidder to verify its bid and produce supporting evidence of the mistake. If the bidder responds with documentation supporting the mistake, the Purchasing Division may correct the bid if the mistake was an obvious or apparent clerical error. Examples include:

1. Obvious errors in placing decimal points
2. Obvious discount errors
3. Error in extension of unit prices, however, unit prices always prevail

If the mistake is not an obvious or apparent mistake of a clerical nature, refer it to the Authority Attorney for action.

P. Waiver of Informalities

Bids may be defective in that they fail to give certain information requested by the invitation. For example, a bid may fail to furnish required catalogs or descriptive data. These “minor” informalities may be corrected by allowing the bidder to furnish the information prior to award, or by waiving them if time does not permit their correction.

The difference between a minor informality and a failure to conform to the essential requirements of the invitation may be difficult to determine without legal advice. Nevertheless, the decision to allow the defect to be corrected will be judged according to the fundamental principle, “Is it in the best interest of the Authority to do so and/or will it be prejudicial to the interests of the other bidders?” The Authority reserves the right to waive any bid informalities when deemed in its best interest.

Q. Alternate Bids/Approved Equivalents

The bidder may offer any brand that meets or exceeds the specifications as written for which it is an authorized representative. If the bid is based on an “approved equivalent or equal” item, supportive information in the form of the manufacturer’s printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the bid. The bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The Authority reserves the right to determine acceptance of proposed equivalent or equal items.

If an Invitation to Bid does not expressly permit the submission of alternate bids, a bid, which “qualifies” the specifications, should be rejected as unresponsive. However, if a bidder submits a bid conforming to the specification and offers an alternate, the alternate may be accepted if the bidder is the best value on both bids. Therefore, no prejudice results to the other bidders.

R. Tabulation of Bids

The requirement for recording bids involves the preparation of a Bid Tabulation Sheet. The information which normally is transcribed on the bid tabulation includes the invitation number, opening time and date, item number, description of items and services, quantity, unit, unit price, bidder’s name and location, deliveries, remarks or any other information which will be helpful in making the evaluation.

A formalized bid tabulation is posted on DemandStar immediately following preparation.

S. Bid Review

After the bid opening, copies of the Tabulation Sheet, Bidder Response Sheets, Bid submittals, and all pertinent documents such as warranties, brochures etc., are forwarded to the requesting department.

The requesting department promptly and thoroughly reviews each bid for specification compliance. Bid items not meeting minimum specifications should be rejected. In general, the lowest priced responsible, responsive bid meeting specifications should be awarded the contract.

T. No Bid

On occasion, the Invitation to Bid will receive no responses. In those cases, evaluate the following options:

1. Contact vendors on bid list to determine reason for lack of response
2. Contact the user department to determine if re-solicitation is desired, using information obtained from vendor response
3. Review specifications if decision is to re-solicit
4. Revise bid documents where appropriate
5. File the closed bid in the Purchasing Division if not re-soliciting

U. Only One Bid Received

When only one bid is received, evaluate the following options:

1. Inquire of those who did not bid to determine the reason for lack of response
2. Accept or reject bid on information received; consider Authority's competition position
3. Accept the bid if time is crucial and cost is reasonable, as the opportunity for competition was afforded by initial competition
4. Reject the bid if time permits for re-solicitation
5. Review specifications, revise if necessary, and re-solicit
6. Authority staff may negotiate with the one bidder if the price is over the approved budget or the Purchasing Division believes it is advantageous to the Authority
7. If the lowest responsive bid is considered too high, the Procurement Manager shall have the authority to negotiate a lower price

V. Tie Bids

In the event two or more bids received are equal with respect to price with no evidence of collusive bidding, award preference shall be in the following order:

1. Bidder has a Florida Statute Chapter 287 compliant drug free workplace program
2. Local bidder business office located within the City of Melbourne incorporated limits
3. Bidder's business office is located within Brevard County
4. Procurement Manager drawing of lots in public

W. General Criteria for Award

The Department Director recommends for award the lowest priced, responsive, responsible bid. In determining the lowest responsive and responsible bid, in addition to price the following shall be considered as a basis for award:

1. The ability, capacity, and skill of the bidder to perform under the bid documents terms
2. Can the bidder perform the contract or provide the materials or service promptly, or within the time specified, without delay or interference
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder
4. Previous contracts performance quality and the providing of materials and/or services
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract, or the providing of materials or services
6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the materials or services
7. The quality, availability, and adaptability of the supplies, equipment, or contractual services to the particular use required
8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract
9. The number and scope of conditions attached to the bid
10. Should there be reason not to recommend award to the lowest bidder; the requesting department must provide a memo to justify the decision for formal evaluation by the Purchasing Manager

X. Responsiveness and Responsibility

Responsiveness:

- A responsive bid conforms to the *material* elements of an Invitation to Bid (ITB)
- Bids must conform *in all material respects* to the criteria in the ITB
- A responsive bid conforms substantially to specifications and does not contain a material variance
- The determination of responsiveness is not discretionary (although it does require interpretation of the standard)
- A nonresponsive bid is invalid, must be rejected, and cannot be cured after bid opening
- A contract awarded to a nonresponsive bidder is void

Responsibility:

- Relates to the bidder's qualifications
- Sometimes, evidence of responsibility is obtained after the bid opening
- Determining responsibility sometimes involves discretion and judgment by the awarding staff

Y. Bid Rejection

Authority staff shall have the right to reject any or all bids for any of the following reasons:

1. All prices too high or unbalanced
2. Insufficient funds budgeted or available
3. An error in the specifications sufficient to have caused confusion and misunderstanding among bidders
4. The item requested is no longer needed
5. Lack of adequate competition
6. Noncompliance with specifications
7. Submission of more than one bid in response to a single invitation
8. Lack of adequate work history and/or work experience
9. Debarment of bidder/vendor

Authority must reject bids for any of the following reasons:

1. Does not comply with applicable law
2. Does not provide what the Authority seeks to acquire; either too much or too little
3. Contains a material defect; waiver would give the bidder a competitive advantage over the other bidders

Framework for analyzing responsiveness:

1. Does the bid comply with legal requirements? If not, reject.
2. Does the bid provide what the Authority seeks to acquire? If not, reject.
3. Does the bid contain an error or defect? Analyze whether the error or defect is material or waivable.

In the event all bids are rejected for one or more of the reasons above, the Purchasing Division will notify all of the participants and the Authority staff involved of the official reason(s) for

the ruling and the next step the Authority may take to fulfill the bid requirement. Review the bid specifications and any changes made to reissue the solicitation.

Z. Bid Award

It is the Purchasing Division and requesting department's responsibility to determine the bid that offers the best value for the Authority. If a recommendation is to accept a bid other than the apparent low bid meeting specifications, the Recommendation for Award form must include adequate documentation to justify the rejection of the low bid.

After their review, the requesting department must forward their signed Bid Recommendation for Award to Purchasing. Provided there is no disagreement, Purchasing will process either an Executive Director Action Item or MAA Board Agenda Item depending upon approval threshold.

1. **Executive Director Approval** (Threshold 3): Purchasing staff will prepare and route an Executive Director Action Item to the Finance and Administration Director for review and signature. Once approved, the Finance and Administration Director forwards the Action Item to the Executive Director for approval and signature.

2. **MAA Board Approval** (Threshold 4): Purchasing staff will prepare and route a MAA Board Agenda Item to the using Department Director for review and signature. Once signed, the Department Director returns the item to Purchasing to make any noted corrections. The MAA Board Agenda Item is then routed to the Finance and Administrative Services Director for review and signature. Once approved, the Agenda Item is submitted to the Executive Director's Office to be placed on the next available meeting's agenda.

Following either Executive Director or MAA Board approval or award, return the original signed action or agenda item to the Purchasing Division for processing. Purchasing staff will post the award on DemandStar. The Purchasing Division will prepare a requisition or Purchasing Card order for the award.

3. **Local Business/Minority Preference:** The Authority provides for local vendor preference in the awarding of bids and contracts. The Authority currently has no minority preference in the award of a bid.

8.2 Formal (Sealed) Proposals – Request for Proposals (RFP)

A. Proposal Purpose

The primary action is to ascertain clearly the purpose to be served by the proposal. Proposals are by nature more general than bids; it is vital to provide the correct parameters within which the vendors are to operate. Proposals are used when the price is not the only element that requires evaluation and consideration. The proposal will contain customized evaluation criteria and scoring points used in the determination of an award.

B. Proposer Selection

A proposer list sufficient to generate three responses is required for purchases over \$15,000. Potential proposers may be located by using the following resources:

1. DemandStar vendor list
2. Authority bidder database

3. State purchasing contracts
4. Product catalogs
5. Telephone directories
6. Purchasing records
7. Thomas Register
8. McRae's Blue Book
9. Department Director recommendation
10. Trade journals
11. Salesperson
12. Internet searches

C. Proposal Advertisement

The Authority shall provide adequate public notice of the Request for Proposal.

Newspaper: The Authority will advertise a minimum of one time in newspaper(s) of general circulation in Brevard County. The first advertisement should be within five (5) calendar days of the Request for Proposal publication date. The newspaper advertisement shall include the proposal number, proposal title, proposal due date and time, location for delivery of bids, pre-proposal conference information, bond requirements, and the information of how to obtain the proposal specifications.

D. Distribution of Proposal Requests by the Purchasing Division

The Authority posts Requests for Proposal on the Authority website and DemandStar for downloading by prospective proposers. Supplemental proposers will be provided from the Authority bidder database. Placement on the bidder list does not guarantee receipt of a Request for Proposal. It is prospective proposers' responsibility to check out proposal notices posted by the Purchasing Division. Vendors currently subscribed to DemandStar will receive notice for all Requests for Proposals within their commodity categories.

E. Pre-Proposal Conference

The Authority may conduct a pre-proposal conference with prospective proposers and concerned Authority staff on complex procurement projects.

The primary objective of a conference is to provide a clear understanding of instructions to proposers relative to drawings, specifications, local conditions, location of the work, or work requirements. A site visit may be scheduled following the conference if the project personnel feel it would be beneficial for clarification of specifications.

In addition to avoiding quality assurance problems and contingency items in proposals, other benefits that possibly derived from conferences include:

1. A reduction in the number of changes in specifications.
2. Stimulating competition by interesting more prospective contractors.
3. To insure qualified contractors will submit quotations and to discourage submission by contractors not qualified to perform the work or supply the goods.
4. An opportunity to discuss schedules. This is particularly valuable when hard to get or special materials and equipment is involved.

5. An opportunity to explain policies and requirements with respect to procurement methods, competitive bidding and negotiation, quotation qualifications and conditions, price provisions in solicitations and any resulting contractual agreements, and the determining factors in making awards.

The conference should be a formally announced meeting with contractors. An announcement of the conference shall be included with the Request for Proposal. The announcement will state the date, time, and location of the conference. In order to derive the greatest benefit from a conference, provide adequate time for the prospective proposers to review plans and specifications prior to the conference. Personnel qualified to answer completely and accurately all questions relating to matters such as contract provisions, design, specifications, and production techniques should attend the conference. A formal record shall be made of persons attending and the organizations represented via a sign-in sheet.

During the pre-proposal conference, review and discuss the specifications with all contractor representatives in attendance. Care shall be taken to clarify the specifications as requested so as to insure that a contractor is not written out, thereby, eliminating them from proposing without due cause. Only in those instances where a contractor requests a change in the specifications that would result in compromising the intended use and quality of the equipment are such requests denied.

It is important that persons attending be clearly informed that no oral statement from any person which modifies plans and specifications will in any manner or degree, be considered official until covered in an addendum to the Request for Proposal.

F. Issuing Addenda

Once issued, changes in specifications cannot be made to the RFP unless an addendum is issued, clearly pointing out such changes.

All addenda shall be issued at least seven (7) calendar days prior to the proposal due date/time, unless waived by the Procurement Manager. If there is not sufficient time, the proposal due date/time will be extended.

G. Proposal Format

The Purchasing Division maintains a proposal template with “boilerplate” general terms and conditions. “Boilerplate” or general terms and conditions ensure the Authority receives appropriate protections through requirements for proposal bonds, insurance, and/or performance and payment bonds. Deletion of these items may result in loss of any meaningful protection for the Authority in the event of a contractor default or noncompliance.

Proposal Conditions and Specifications: Conditions and specifications for a formal proposal generally differ from the same items for a bid in the following ways:

1. Due to the general nature of a Request for Proposal, conditions and specifications may be intermingled rather than separate.
2. Both conditions and specifications will tend to be broad, allowing the vendors a wide range of options from which to arrive at a proposal that accomplishes the desired goal.

3. Conditions and specifications serve more as guidelines than strict standards. The objective is to allow the vendor's expertise to design a proposal that will fulfill the Authority's ultimate specified result.

Conditions and specifications need not be so broad as to promote uninhibited proposals. By establishing boundaries within which to operate, and pointing the vendor toward the direction of the Authority's goal, the Request for Proposal seeks to elicit the best talents in the market place to fulfill its needs.

H. Formal Proposal

The proposer's complete formal proposal should be submitted with one original and a sufficient number of copies to supply each member of the Selection Committee with one copy each.

Proposals should be submitted by the proposer as directed in the solicitation using the format and forms available in the Request for Proposal (RFP) document.

I. Insurance, Bonds, Letter of Credit

As in the case of bids, the Authority may require letters of credit, insurance, and/or bonds to protect its interests. Generally, proposals do not require proposal bonds.

J. Late Proposals

Proposals received in the specified receiving location, after the scheduled date and time for Authority receipt will be deemed late and will be rejected; unless the Procurement Manager determines the late receipt was due primarily to Authority mishandling of the proposal after receipt. A late proposal will be identified as a "Late Proposal" on the outside of the envelope or container and remain unopened in the applied proposal file. The Authority will notify the proposer of their late bid status and provide the proposer an opportunity to pick up the proposal or arrange for return, at proposer's expense.

K. Proposal Opening

The Procurement Manager, or his/her designee will open the proposal packages received prior to the established due date and time.

The Procurement Manager or his /her designee shall confirm and record the number of proposal copies submitted and proposal compliance with RFP requirements.

Following the opening of the proposal packages, proposal copies will be distributed to the appropriate Department Director and/or or Selection Committee members, with the original of each proposal maintained in the Purchasing file.

L. Proposal Review

The requesting Department Director and/or Selection Committee members shall review proposal references, certifications, and all documents. The committee approach is usually chosen when dealing with complex projects requiring input from various departments.

The project manager and/or the using department will select the committee members. If the committee approach is selected, then a department staff member will act as Chair of the Selection Committee. The Selection Committee Chair will: facilitate meetings, prepare recommendations for the top ranked firms, and negotiate and prepare final contract documents. The Committee Chair or designee will record and document all committee meetings.

When price is the primary consideration, the lowest bidder whose proposal meets the specifications and provides the best value to be Authority should be chosen. However, when price is not the primary consideration and design, quality, or other factors are paramount the decision must be formally documented by the department or committee. The Authority reserves the right to negotiate prices and scope of work.

M. Recommendation of Award

After department and/or Selection Committee review, the Department Director or Committee Chair through the Department Director shall submit a completed Selection Committee Evaluation Report to the Purchasing Division. Provided there is no disagreement, Purchasing will then process either an Executive Director Action Item or MAA Board Agenda Item, depending upon approval threshold.

8.3 Local Vendor Preference

A. Preference Policy Purpose

The purpose of the local vendor preference policy is to return dollars spent by the Authority in purchasing and contract awards back into the local community. This is important to sustain local businesses and to create and retain jobs.

B. Local Preference

The Authority extends preference to those vendors, contractors, or service providers, who maintain a valid Local Business Tax Receipt, issued by either the City of Melbourne or Brevard County, at least one (1) year prior to bid submission; and, whose business address is located within the city limits of the City of Melbourne, or boundaries of Brevard County, Florida. A post office box shall not be considered a physical business address.

A five percent (5%) preference is given to City of Melbourne vendors/contractors and a two percent (2%) preference is given to Brevard County vendors/contractors, for bids that do not fall into one of the exception categories listed below:

1. Goods or services provided under a cooperative purchasing agreement or piggyback agreement.
2. Purchases or contracts funded, in whole or part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of such a preference.
3. Purchases made or contracts approved under emergency or noncompetitive situations, or for litigation related legal services, as described in the Authority's purchasing policies.
4. Purchases or contracts with an estimated cost less than \$5,000.
5. Purchases or contracts where the difference between the amount of the low quote/bid submitted by a qualified and responsive non-local business and the lowest quote/bid submitted by a qualified and responsive local business is greater than \$35,000.
6. Where all bids are rejected.

C. Waiver of Local Preference

Depending upon approval threshold, the Executive Director or the MAA Board must approve any request for a waiver of local preference to any particular purchase or contract prior to advertisement and solicitation of quote/bid. The Executive Director or MAA Board, as the respective awarding authority, may approve the waiver of local preference upon review and at their discretion.

D. Definitions

1. **Local business** means the vendor is either a local city or a local county business.
2. **Local city business** means the vendor has:
 - A. a valid business tax receipt issued by the City of Melbourne at least one (1) year prior to the solicitation of a formal quote/bid for which the business may seek local vendor preference, and
 - B. a physical business address located within the City, in an area zoned for the conduct of such business from which the vendor is operating its business, and at which it maintains full-time employees.
3. **Local county business** means the vendor has:
 - A. a valid business tax receipt, issued by Brevard County at least one (1) year prior to the solicitation of a formal quote/bid for which the business may seek local vendor preference, and
 - B. a physical business address located within Brevard County from which the vendor is operating or performing its business, and at which it maintains full-time employees.
4. **Non-local business** means the vendor does not meet either the definition of local city business or local county business in subsection 1 or 2 above.
5. **Semi-Formal quote** means a solicitation of supplies and/or services between \$5,000 and \$15,000, processed by the Purchasing Division.
6. **Formal proposal** means a solicitation (Request for Proposal) of supplies and/or services in excess of \$15,000.

E. Establishment as Local City or Local County Business

To establish that a vendor is a local business, a vendor shall provide written documentation of compliance (Local Vendor Preference Affidavit of Eligibility) at the time of submitting a formal quote/bid. Post office boxes are not verifiable and shall not be used for establishing the required physical business address. A vendor that misrepresents the local preference status of its firm in a formal quote/bid submitted to the Authority will lose the privilege to claim local preference status for a period of two (2) years.

F. Local Preference in Purchasing and Contracting

The Authority shall give preference to a local business in the purchase of commodities, personal property, general services, professional services (except CCNA), and the purchase of

or contract for construction or renovation of public works or other public improvements by means of formal proposal or competitive proposal in the following manner:

1. **Competitive proposal:** Each formal competitive proposal solicitation shall clearly identify how the price order of the proposals received will be evaluated and determined.
2. **Local award:** If the initial lowest proposal is submitted by a qualified and responsive local business, there is no further local preference given.
3. **Local city preference:** Under a competitive proposal solicitation, when a qualified responsive, responsible non-local business submits the lowest price proposal, and a proposal submitted by one or more responsive, responsible local city businesses is within five percent (5%) of the price(s) submitted by the non-local business, then each of the responsive, responsible local businesses (within 5%) shall have the opportunity to submit an offer to match the price submitted by the lowest non-local proposer. A price match document must be received within five (5) business days after issuance.

If the lowest city business submits an offer that matches the lowest non-local proposal, and the two contractors are similarly qualified and responsive proposers, then the award shall be made to the local city business.

If the lowest local-city business proposer declines or is unable to match the lowest non-local proposal, then the option to do so moves to the next initial lowest local-city business, etc., who is a similarly qualified and responsive proposer.

4. **Local county preference:** If there is no local city business within five percent (5%) of the lowest proposal, or all eligible local city proposers decline the option to match the lowest proposal, then the offer to match the lowest non-local proposal shall go to each of the similarly qualified and responsive local county businesses whose submitted bid is within two percent (2%) of the lowest proposal. A price match document must be received within five (5) business days after issuance.

If the initial lowest local county business proposer submits an offer that matches the lowest non-local proposal, and the two vendors are similarly qualified and responsive bidders, then the award shall be made to the local county business.

If the lowest local county business proposer declines or is unable to match the lowest non-local proposer, then the option to do so moves to the next initial lowest local county business, etc., who is a similarly qualified and responsive bidder.

5. **No local award:** Should none of the local proposers be willing to price match the lowest non-local proposal, the lowest non-local proposer shall be awarded the contract.
6. **Unit pricing:** If a local business accepts the opportunity to match the lowest non-local proposal, and that proposal is based on unit pricing and estimated quantities, then the unit prices for each or all proposal item(s) must be matched against the non-local proposal pricing, in accordance with the proposal solicitation requirement.
7. **Tie proposals:** In the event of a tie between the initial proposals of two or more local businesses, the local business with the greatest number of full-time employees working in

the City of Melbourne or Brevard County, respectively, shall be awarded the purchase or contract.

8.4 Bid/Proposal Documents and Meetings

A. Files

Purchasing maintains a complete control file on all formal bids and proposals for the Authority processed by Purchasing staff. These exclude formal bids and proposals issued and processed by the Director of Capital Improvements.

The Purchasing files (hardcopy/electronic copy) are filed by solicitation number, with the files divided by fiscal year.

The folder for each bid/proposal will contain, at a minimum, copies of the following:

1. Vendor's List
2. Bid Invitation/Request for Proposal
3. Specifications
4. Bids/Proposals Received
5. Bid/Proposal Tabulation
6. Agenda Item Request
7. MAA Board Meeting Summary
8. Requisition and Purchase Order or Purchase Card Order
9. Contract
10. Bonds (as appropriate)

B. Public Disclosure

Under Florida's Public Records Act, any person has the right to review any document the Authority keeps in the course of regular business. However, Florida Statute Chapter 119.071 of this Act exempts the Authority from allowing interested parties to examine sealed bids or proposals as follows:

1. Sealed bids, proposals, or replies received pursuant to a competitive solicitation are sealed from the public or other bidders until the Authority provides notice of a decision or intended decision or within thirty (30) days after bid or proposal opening, whichever is earlier.
2. If the Authority rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the Authority concurrently provides notice of its intent to reissue the invitation to bid or request for proposals, the rejected bids or proposals remain sealed from the public or other bidders until such time as the Authority provides notice of a decision or intended decision concerning the reissued invitation to bid or request for proposals or until the Authority withdraws the reissued invitation to bid or request for proposals.
3. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial Authority notice rejecting all bids, proposals, or replies.
4. *Bid tabulation sheets, communications between Authority staff members, or Authority staff analysis of a project are not exempt from public record.*

The Purchasing Division will accommodate vendor telephone, written, or email requests for bid/proposal results to the maximum extent feasible:

1. Provide web site to see bid tab.
2. Provide information via email.
3. Provide information over the phone.

C. Public Meetings

Under Florida Statute Chapter 286.011, all meetings of a municipal corporation at which official acts are to be taken are declared as public meetings open to the public. However, Florida Statute Chapter 286.0113 exempts the Authority from allowing an open public meeting where any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation.

Additionally, any portion of a team meeting (a group of members established by the Authority to conduct negotiations as part of a competitive solicitation) at which negotiation strategies are discussed is exempt from public meeting requirement.

Florida Statute 286 provides that the public cannot observe oral presentations where bidders and proposers discuss their submissions, and qualifications and answer questions before a selection committee. Further, the public cannot attend committee meetings where Authority staff discusses strategies for selecting and negotiating with the top-ranked bidder or proposer.

In addition, under Florida Statute Chapter 286.0113, a complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from public disclosure until such times as the agency provides notice of an intended decision or until thirty (30) days after the bids, proposals, or final replies, whichever occurs earlier.

Florida Statute 286 mandates the recording of such exempt meetings, and no portion of the exempt meeting can be held off the record. The recordings can be obtained through a public records request, either at the time that the notice of intended award is posted, or thirty (30) days after bids or proposals are opened, whichever is earlier.

8.5 Bidder/Proposer Protest

Right to Protest

Any actual or prospective bidder or proposer, aggrieved in connection with a solicitation or award of a bid or contract may protest to the Purchasing Manager in accordance with established procedures in the Purchasing Manual.

Remedy

The Procurement Manager is authorized to settle any protest regarding the solicitation or award of an Authority contract, any claim arising out of the performance of an Authority contract prior to an appeal to the Executive Director or MAA Board, or the commencement of an action in a court of competent jurisdiction.

Stay of Procurement

In the event of a timely and properly filed protest, the Procurement Manager shall not proceed further with the solicitation or award until all administrative remedies have been exhausted, or until the Executive Director or MAA Board, as appropriate, makes a determination on the record that the award of a contract is necessary to protect substantial interests of the Authority.

A. Definitions

Interested Party:

A party that is an actual or prospective bidder or proposer whose direct economic interest would be affected by the award or failure to award the third party contract at issue. **Note: A subcontractor does not qualify as an “interested party”.**

Protest:

A formal declaration of disapproval or objection issued by a concerned person, group, or organization that arises during the procurement process. A protest is a potential bidder’s or contractor’s remedy for correcting a perceived wrong in the procurement process.

Protestor:

A person, group, or organization that files a formal declaration of disapproval or objection. A protestor must qualify as an “interested party”.

B. Types of Protest

There are three basic types of protests, pursuant to this manual:

1. **Pre-bid Protest**– Protest is received *prior to the bid opening or proposal due date*. Pre-bid protests are those based on the content of the initial solicitation published by the Authority requesting bids/proposals from vendors or other interested parties.
2. **Pre-award Protest**– Protest *following recommendation for* award and is received after receipt of bids or proposals, but prior to award of a contract.
3. **Post-award Protest**– Protest received *after award of a contract*. A post-award generally alleges a violation of applicable federal or State law and/or Authority policy or procedures relative to the seeking, evaluating, and/or awarding of the contract.

C. Protest of Specifications (*Prior to Bid Opening/Proposal Due Date*)

Any protestor (actual or prospective bidder or contractor), who is aggrieved in connection with the solicitation of a contract or bid, may protest on the grounds of irregularities in specifications or bid/proposal procedure. Such protest must be filed within three (3) business days (excluding weekends and holidays) from the time the facts become known and, in any case, at least five (5) business days prior to the opening of the bid.

Protest must be made in writing to the Procurement Manager and shall state the specific grounds on which it is based and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this manual Section. Failure to timely protest bid specifications, requirements, and/or terms is a waiver of the ability to protest.

Stay of Procurement: In the event of a timely protest prior to bid opening/proposal due date, the Authority may proceed further with the solicitation or with the award of the contract unless the Procurement Manager makes a written determination sustaining the protest.

D. Protest of Award Recommendation (*After Bid Opening/Proposal Evaluation*)

Any protest after the bid opening/proposal evaluation, including challenges to actions of any evaluation of selection committee shall be submitted in writing to the Procurement Manager.

The Notice of Intent to File a protest must be received by the Purchasing Division no later than 4:00 pm, local time, on the third business day (excluding weekends and holidays) following the day of the protestor's receipt of the Authority's notice of award recommendation.

The Notice of Intent to File a protest document shall state all grounds claimed for the protest and clearly indicate, in their document, that they are intending to file a formal written protest.

The affected party must then file a Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. The Formal Written Protest shall contain the following:

- a. Authority bid/proposal identification number and title
- b. Name and address of the affected party and the title or position of the person submitting the protest
- c. A statement of all claimed disputed issues of material fact. If there are no disputed facts, the formal protest must so indicate
- d. A concise statement of the facts alleged and the rules, regulations, statutes, or constitutional provisions which entitle the affected party to relief
- e. All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the protest
- f. A statement indicating the relief sought by the affected protesting party
- g. Any other relevant information the affected party deems material to the protest

Stay of Procurement: Upon receipt of timely filed Notice of Intent to File a Protest, the Procurement Manager will abate the award process of the formal bid/proposal, as appropriate, until the protest is heard pursuant to the informal hearing process as outlined below, unless the Executive Director shall find and set forth in writing particular facts and circumstances that would require an immediate award of the formal bid/proposal for the purpose of avoiding a danger to the public's health, safety, or welfare. Upon such written finding by the Executive Director, an expedited protest hearing may be authorized.

Protest Review Board: A Protest Review Board shall be comprised of: (1) the affected Department Director, (2) Finance and Administrative Services Director, (3) and Procurement Manager, or their authorized representatives, and/or Independent Experts. The Protest Review Board shall conduct an informal hearing with the protesting firm within seven (7) business days (excluding weekends and holidays) from receipt of the Formal Written Protest, to attempt to resolve the protest. The purpose of the informal hearing by the Protest Review Board is to provide an opportunity to review the basis of the protest and to evaluate the facts and merits of the protest. The posting of a Public Notice for this meeting is required.

Once the Protest Review Board makes a determination, the Protest Review Board Chair, or designee, shall forward the recommendation and all background information related to the procurement to the Executive Director.

Upon the Executive Director's approval of the recommendation, an Executive Director Action Item or MAA Board Item (depending on approving Purchasing category) shall be submitted for final award.

The Procurement Manager shall forward the Executive Director or MAA Board's notice of the final decision to the protesting party, in writing.

E. Protest of Award (*After Bid/Contract Award*)

A post-award protest must be received within five (5) business days (excluding weekends and holidays) of the award date. Depending on the Purchasing category and/or the awarding authority, the Procurement Manager, Executive Director, or MAA Board shall have the authority to settle and resolve a post-award protest concerning the award of a bid.

If the bid protest is not resolved by mutual agreement, the Executive Director and the Authority Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of its right to challenge the decision.

Any person aggrieved by any action or decision of the Executive Director, the Authority Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the Authority and attorney's fees incurred by the Authority in defense of such wrongful action.

F. Filing for Protest

All protests must be filed in writing with the Authority Procurement Manager, One Air Terminal Parkway, Suite 220, Melbourne, Florida 32901.

8.6 Waiver of Competitive Bids

The following types of purchases and contracts are exempt from competitive quotes or bids:

1. CCNA

Architectural, engineering, landscape, registered surveying, and mapping services are governed by the Consultants' Competitive Negotiations Act (CCNA) per FS 287.055, for services of \$15,000 and less.

2. Purchase Contracts/Cooperative Agreement Contracts

State, Government Agency, and Organizations contracts have already been competitively bid; therefore, the need to compete is satisfied for purchases of this nature. This method of purchase is known as piggybacking, and is particularly desirable if time is a constraint or if the chances for obtaining better prices from other sources is poor. Utilization of these sources waives the requirement for a formal competitive bid.

3. **Sole/Single Source**

A Sole Source procurement method may be used for the purchase of products or services purchase when research has determined there is **only one** potential provider for an item.

A **Single Source** purchase exists when there are multiple sources; however, it is advantageous to the Authority to declare a purchase non-competitive because it will result in verifiable financial savings to the Authority; is a trial program; or utilizing a competitive process will be detrimental to timely securing the goods or services. More than one potential supplier may exist for a good or service. The Purchasing Division, in conjunction with the requesting department, will document the advantages of declaring the purchase non-competitive.

A **Sole/Single Source Justification Form** must be completed and submitted with each request for sole or single source procurement.

4. **Emergency Purchases:** Emergency purchases are allowable when certified by a Department Director to the Executive Director, that a delay incidental to competitive bidding would be detrimental to the interest of the Authority. An “Emergency” is defined as a situation brought about by a sudden unexpected turn of events or any circumstance or cause beyond the control of the Authority in the normal conduct of its business. An emergency purchase is made to alleviate a situation where there is a threat to health, welfare, injury, or loss to the Authority that can only be rectified by immediate purchase of equipment, supplies, materials, or services.

An “emergency purchase” must fit the circumstances noted above and requires such competition as is practicable under the circumstance.

5. **Specific Items**

The following items are exempt from price quotes:

- a. Travel
- b. Postage
- c. Expert witnesses
- d. Legal advertisements
- e. Court reporter services
- f. Subscriptions for periodicals
- g. Title insurance for real property
- h. Hospitality services and expenses
- i. Seasonal and recreational service providers
- j. Fees and costs of job related seminars and training
- k. Dues and memberships in trades or professional organizations
- l. Professional Services (CPA, Attorney, Financial Advisor, etc.)
- m. Artists, music ensembles (bands) and other entertainment providers and animals
- n. Water, sewer, electrical, telephone, and other utility services without competition
- o. Abstracts of titles for real property, Copyrighted materials not available from multiple sources

SECTION 9-BONDS AND INSURANCE

9.1 Bonds

Bonds offer tangible protection in the form of monetary assurances that the bidder will meet its obligations. Bonds must be secured by the bidder at its own cost, and generally may be classified as follows:

A. Bid/Proposal Bond

This is a document, usually in an amount not to exceed 10% of the bid/proposal value, which guarantees that the bidder/proposer will enter into a contract with the Authority if bidder/proposer wins the award. Bid/Proposal Bonds protect the Authority from erroneous or deliberate low bids/proposals which the vendor has no intention of honoring. The bidder/proposer forfeits the Bid/Proposal Bond should it fail to enter into a contract. The surety on any bid bond shall be a company recognized to execute bid bonds for contracts of the Federal Government. Bid/Proposal Bonds must be submitted with the bid/proposal. Bid/Proposal Bonds may be required where the contract price exceeds \$35,000.

B. Performance Bond

This is a surety instrument guaranteeing the vendor will perform according to the terms of the contract, and is generally in an amount of 100% of the bid. This bond affords protection from nonperformance and/or non-completion of major contracts, the efforts of which could result in considerable injury to the Authority. Should the vendor default, the Authority cashes the bond then may utilize the funds to complete the contract with another vendor. Performance Bonds are submitted upon award of the contract.

C. Payment Bond

This bond guarantees payment to subcontractors and suppliers providing goods and services to the general contractor, who is under contract to the Authority. The payment bond relieves the Authority of financial liens against a project should the general contractor fail to pay its suppliers and subcontractors. These creditors will look to the bond for payment. Payment bonds are submitted upon award of the contract. **Note: Safekeeping procedures for custody of bonds and bid deposits will be determined by the Finance and Purchasing staff.**

D. Labor & Material Bond

This bond has the same requirements as the Payment Bond. The bond guaranty may, at the discretion of the Authority, be in the form of a cashier's check, bank money order, bank draft of any national or State bank, certified check, or surety bond, payable to the Authority.

E. Letter of Credit

Preferred in certain construction projects or multi-year contracts and must be irrevocable.

9.2 Insurance Terms and Conditions

Insurance is required to safeguard the Authority from any claims resulting from damage to property and/or injury to persons caused by the vendor or its actions. The vendor, at its own cost, must secure insurance policies that name the Authority as an "Additional Insured" party. The insurance guidelines in this section are applicable to all agreements, contracts, and leases. Incorporation of the provisions of this section shall be adhered to as closely as possible and as practical to the specific commodity, repair, service, construction, or lease. Insurance guidelines include basic coverage requirements, one or more of which should be chosen for individual agreements, contracts, or leases, on an as-needed basis.

Agreements, contracts, and leases shall contain risk management/insurance terms to protect the Authority's interests.

A. Authority Defined

The term Authority, (wherever it may appear) is defined to mean the Authority itself, its MAA Board, officers, employees, volunteers, representatives, and agents.

B. Other Party Defined

The term Other Party, (wherever it may appear) is defined to mean the other person or entity which is party to an agreement, contract, or lease, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, or contractors and subcontractors.

C. Hold Harmless

The Other Party agrees to hold the Authority harmless against all claims for bodily injury, sickness, disease, death, or personal injury or damage to property or loss of use resulting there from, arising out of an agreement, contract, or lease unless such claims are a result of the Authority's sole negligence.

The Authority shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of an agreement or contract, unless such claims are a result of the Authority's sole negligence.

D. Payment on Behalf of the Authority

The Other Party agrees to pay on behalf of the Authority, and to pay the cost of the Authority's legal defense, as may be selected by the Authority, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the Authority shall be in addition to any and all other legal remedies available to the Authority and shall not be considered the Authority's exclusive remedy.

E. Loss Control/Safety

The Other Party for the protection of all persons, including employees and property, shall exercise precaution at all times. The Other Party shall be expected to comply with all laws, regulations, or ordinances related to safety and health, shall make special effort to detect hazardous conditions, and shall take prompt action where loss control/safety measures should reasonably be expected.

The Authority may issue a "Stop Work Order" if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage will not shift responsibility for any damages from the Other Party to the Authority.

9.3 General Insurance Requirements

The Other Party shall procure and maintain the described insurance, except for coverages specifically waived by the Authority, on policies and with insurers acceptable to the Authority.

These insurance requirements shall not limit the liability of the Other Party. The Authority does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the Authority as an Additional Insured to the extent of the Authority's interests arising from this agreement, contract, or lease.

Except for workers compensation, the Other Party waives its right of recovery against the Authority, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the Authority, which may be disapproved by the Authority. They shall be reduced or eliminated at the Authority's option. The Other Party is responsible for any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the Authority shall be considered excess, as may be applicable to claims that arise out of the Hold Harmless, Payment on Behalf of Authority, Insurance, Certificates of Insurance, and any Additional Insurance provisions of this agreement, contract, or lease.

If requested by the Authority, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms, and endorsements.

For Commercial General Liability coverage the Other Party shall, at the Authority's option, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

9.4 Certificates of Insurance

The Contractor shall procure and maintain required insurance coverages documented on Certificates of Insurance. Such policies shall be from insurers with a minimum financial size of VIII according to the latest edition of the AM Best Rating Guide. An "A" or better Best Rating is "preferred;" however, other ratings if "Secure Best Ratings" may be considered.

Required insurance shall be documented in Certificates of Insurance that provide that the Authority shall be notified at least 30 days in advance of cancellation, nonrenewal, or adverse change.

New Certificates of Insurance are to be provided to the Authority at least 15 days prior to coverage renewals.

The Authority shall be named as certificate holder; and, except for workers compensation and professional liability, the Certificates of Insurance shall document the Authority as Additional Insured to the extent of the Authority's interests arising from the agreement, contract, or lease.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Authority, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

9.5 Basic Insurance Coverages Required

The insurance companies shall have an A.M. Best's rating and financial size of at least A-, and shall be licensed, admitted and authorized to do business in the State of Florida.

The Other Party shall waive all rights of subrogation against Authority, their respective officers, elected or appointed officials, and employees for the recovery of damages to the extent that these damages are covered by any of the insurance policies required by this Agreement.

Certificates of insurance coverage, additional insured endorsements, waiver of subrogation endorsements and notice of cancellation or termination endorsements must be provided to the Authority.

Required insurance coverage shall be primary insurance and any insurance or self-insurance maintained by the Authority shall be excess of and non-contributory with vendors insurance.

A. Comprehensive General Liability

Comprehensive General Liability for public liability during the lifetime of a contract shall have minimum limits of \$2,000,000 combined single limit per occurrence including, but not limited to, Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse, and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies with an A.M. Best's rating and financial size of at least A-, and shall be licensed, admitted, and authorized to conduct business in the State of Florida. All policies shall be on an occurrence made basis; the Authority shall not accept claims made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

The policy must provide coverage for bodily injury, property damage, liability arising from premises and operations, independent contractors, products-completed operations, liability assumed under an insured contract (including tort liability of another assumed in an agreement) and hangar-keepers liability. The Other Party shall require its vendors, vendees and subcontractors, to maintain a similar commercial general liability insurance policy with the same coverages for bodily injury and property damage, and that names the Airport as an additional insureds. The Comprehensive General Liability shall name the Airport as additional insureds.

B. Professional Liability

The Other Party shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a Self-insured Retention (SIR) or deductible exceeds \$10,000, the Authority reserves the right, but not the obligation, to review and request a copy of the Other Party's most recent annual report or audited financial statement. For policies written on a "Claims Made" basis, the Other Party warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of a Contract, the Other Party shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. Use with consultants or engineers only.

C. Business Auto Policy

The Other Party shall agree to maintain Business Automobile Liability at a combined single limit of liability per accident for any auto, hired autos, and non-owned autos not less than \$2,000,000 each occurrence for all owned, non-owned and hired automobiles.

D. Workers Compensation Coverage

The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employers liability coverage with limits of at least \$1,000,000 each accident, \$1,000,000 each disease/employee and \$1,000,000 per disease/policy

limit. The Other Party shall also purchase any other coverages required by law for the benefit of employees.

E. Fire Insurance

The Other Party shall obtain and maintain at all times during the Term of the Agreement a fire insurance policy with coverage in the amount of at least One Million Dollars (\$1,000,000) annually. The fire insurance policy shall name the Airport as an additional insureds.

F. Umbrella Liability

Ten Million Dollars (\$10,000,000) excess policy per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required hereinabove.

G. Additional Insured Requirements

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the City of Melbourne Airport Authority, its officers, agents, and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insured shall read "City of Melbourne Airport Authority," its officers, employees, and agents along with the Contract and Bid/Proposal number. The Certificate of Insurance shall unequivocally provide thirty-(30) day's written notice to the Authority prior to any adverse changes, cancellation, or nonrenewal of coverage there under. Said liability insurance must be acceptable by and approved by the Authority as to form and types of coverage. In the event that the statutory liability of the Authority is amended during the term of this agreement to exceed the above limits, the Other Party shall be required, upon thirty (30) days written notice by the Authority, to provide coverage at least equal to the amended statutory limit of liability of the Authority.

H. Indemnification

The Other Party shall indemnify, defend, and hold harmless the Authority, its representatives, employees, and elected and appointed officials, from and against all claims, costs, demands, legal fees, costs of action, losses, damages or other expenses arising as a result of any negligent act, conduct, error or omission by the Authority, its agents, employees in the performance of this contract or occasioned wholly or in part by any negligent act, conduct, error or omission by the Other Party, or its agents, employees or subcontractors, in the performance of this contract.

I. Construction Type Contracts

- 1. Subcontractors:** It shall be the responsibility of the Other Party to ensure that all subcontractors comply with the same insurance requirements referenced above.
- 2. Deductible Amounts:** All deductible amounts shall be paid for and be the responsibility of the Other Party for any and all claims under this contract.
- 3. Umbrella or Excess Liability:** The Other Party may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence"

limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form," the Authority shall be endorsed as an "Additional Insured."

Coverage limits will be set at the advice of the Risk Management Department and should not be changed without approval. The Authority, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage. The above referenced Insurance Requirements are for use when a contract is utilized or any work will be done on Authority property.

9.6 Additional Insurance

The following types of insurance may be determined relevant to an agreement, contract, or lease by the Authority and will be required of the Other Party when so stipulated.

A. Property Coverage for Leases

The Other Party shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost and shall include an agreed value endorsement to waive coinsurance. Coverage shall also include continued full payment of rents to the Authority for up to one year after damage or destruction of the property.

B. Liquor Liability

In anticipation of selling alcohol, the Other Party shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Other Party's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella/excess liability policy (ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

C. Owners Protective Liability Coverage

For renovation or construction contracts, the Other Party shall provide for the Authority, an owner's protective liability insurance policy (preferably through the Other Party's insurer) in the name of the Authority.

D. Contractor's Equipment Coverage

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Other Party. All risks coverage is preferred.

9.7 Selection of Insurance Requirements

Although the Authority enters into a wide variety of agreements, contracts, and leases each year, the majority of these are grouped into the following four general types for risk management purposes:

- **Type 1: Repair, Service, or supply**

Equipment repair, janitorial services, Above/Below Wing services, Food/Beverage & Retail services, electrical, plumbing, roofing, services, chemical supply, etc.

- **Type 2: Construction Projects**

Building construction or renovation, roads, sewers, etc.

- **Type 3: Professional Services**

Architects, engineers, or other consultants providing professional services.

- **Type 4: Property Leases**

Buildings, hangars, land, office space, etc.

9.8 Insurance Selection Procedure

The Purchasing Division shall assist the user department by interfacing with the Risk Manager in determining the Risk Management guidelines (verbiage and insurance coverages) to include in agreements, contracts and leases. Such Risk Management concerns are usually launched in the solicitation process.

The user department shall supply to the Purchasing Division a brief narrative of the project scope, general work activities, and any special/possible Risk Management concerns peculiar to the project.

The Purchasing Division shall create an inquiry to the Risk Manager using the project narrative provided by the user department; and may include samples of Risk Management guidelines established from similar previous projects. Included in such inquiries shall be the Risk Management verbiage and Insurance Sections from Special Terms and Conditions or Standard Forms of Contracts as they relate and a blank sample Certificate of Insurance.

The Risk Manager shall review and advise the Purchasing Division by marking up the insurance sections sent to determine what the final verbiage, insurance types and coverages should be for the project; and graphically display such coverages on sample Certificate(s) of Insurance. Risk Management shall return the entire section with or without changes to assure completeness of intention.

The Purchasing Division will assure the inclusion of these project-specific guidelines from the Authority Risk Manager in the solicitation and/or in preparation of agreements, contracts, and leases.

The Purchasing Division will provide post-award compliance. The awardee will be notified of the award and the compliance requirements to manifest itself in Certificate(s) of Insurance. Any deficiencies are to be discussed with the contractor by the Purchasing Division and the contractor shall take measures to have such deficiencies corrected; and, new Certificate(s) of Insurance will be sent to the Purchasing Division who will provide final sign-off when fully compliant.

9.9 Special Procedures

Emergency Processing

Typically, for small purchases/services needed on an (Emergency) basis, the Purchasing Division shall secure from the contractor certificate(s) of insurance on the coverages they currently carry.

Acceptable certificates shall show the Authority as certificate holder, additional insured, and a 30-day cancellation notice. The insurance companies shall have an A.M. Best's rating and financial size of at least A-, and shall be licensed, admitted and authorized to do business in the State of Florida.

Ideally, the Risk Manager should review and advise the Purchasing Division the level of acceptability demonstrated by the certificates as applicable to the needs of the project. Deficiencies, if any, shall be discussed by the Purchasing Division with the Other Party and revised certificates should be provided. The Risk Manager should review the revised certificates until they are acceptable.

In cases where time will not permit the Risk Manager to review of the certificates provided, then the Procurement Manager may perform the review in keeping with Selection of Insurance Requirements, including the Matrix. Corrective action on noted deficiencies shall be made by the Other Party until acceptable.

The Procurement Manager shall, on a case-by-case basis, determine which of the above methods for review, revisions if necessary, and final acceptance of insurance certificates should occur.

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SECTION 10-PROFESSIONAL SERVICES

Professional Services shall mean any service performed by a professional. A professional is one performing any vocation requiring a four-year college degree as a prerequisite to licensing by the State of Florida. The four-year degree is not required to be in the field of study specifically related to the vocation in question.

10.1 Definitions

A. Professional Services:

Services performed by an architect, engineer, landscape architect, surveyor, mapper, certified public accountant, attorney, doctor, financial advisor or consultant, bond underwriter, and others.

B. Consultants' Competitive Negotiation Act:

CCNA

C. Compensation:

The total amount paid by the Authority for professional services.

D. User Department:

The Authority Department, which initiates the project and/or uses the final product of the professional services work.

E. Project:

The work, activity, or task(s) described in a public notice.

F. Continuing Contract:

A contract for professional services entered into in accordance with all the procedures of the CCNA between an agency and a firm whereby the firm provides professional services to the agency for projects in which construction costs do not exceed \$2 million, pursuant to Section 287.055 (2)(g) Florida Statutes, for study activity when the fee for such professional service does not exceed \$200,000, pursuant to Section 287.055 (2)(g) Florida Statutes, or for work of a specified nature as outlined in the contract required by the agency, with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

G. Design-build Firm:

A legal entity that is either state certified to contract through a general contractor or building contractor, or state certified to practice engineering, architecture, or landscape architecture.

H. Design-build Contract:

A single contract with a design-build firm for the design and construction of a public construction project.

I. Design Criteria Package:

Concise, performance-oriented drawings or specifications of the public construction project, in compliance with all federal, state and local laws, ordinances or codes, including such criteria as site legal description, site survey information, interior space requirements,

material quality standards, schematic layouts and project conceptual design criteria, cost or budget estimates, design and construction standards, site development requirements, provisions for utilities, storm water retention and disposal and parking requirements.

J. Design Criteria Professional:

A firm which holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture or a firm which holds a current certificate as a registered engineer under Chapter 471, Florida Statutes, to practice engineering and who is employed by or under contract to the Authority for the providing of professional architect, landscape architect, or engineering services in connection with the preparation of a design criteria package.

K. Florida Department of Transportation:

FDOT

L. Local Agency Program:

LAP

M. Local Agency:

A governmental body responsible for planning, design, right-of-way, acquisition, and construction. A Local Agency for the purpose of administering the LAP procedure can be a State or Federal Agency, City, Municipality, County or Transportation Authority

10.2 Competitive Selection (CCNA)

The acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services, as defined by the laws of the State of Florida; or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mappers in connection with his or her professional employment or practice, are subject to the requirements of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act.

The processing of contracts for CCNA professional services is under the jurisdiction of the Capital Improvements Department.

10.3 CCNA Guidelines

The guidelines listed below are established to ensure the Authority is in compliance with Section 287.055, Florida Statutes, the "Consultants' Competitive Negotiation Act" ("CCNA"). Additionally, the guidelines are established for use by Authority staff in making recommendations to the MAA Board for contracting architects, landscape architects, professional engineers and registered surveyors and mappers for professional services required for Authority projects.

A. Establishes a procedure by which professional services of architects, professional engineers, landscape architects, and registered surveyors and mappers are to be acquired for jobs with the Authority. Provides that professional firms shall be chosen on quality of personnel, past performance, and ability to meet time requirements.

B. Requires the Authority to announce, in a uniform manner, each occasion when professional services are required for a project when the basic construction cost is estimated to be more than the threshold amount for CATEGORY FOUR of Section 287.017, Florida Statutes, or for a planning or study activity when the fee for professional services exceeds the threshold amount

provided in Section 287.017, Florida Statutes, for CATEGORY TWO.

C. Provides for competitive negotiations with no fewer than three (3) firms most qualified for the job and provides that the firm receiving the award of contract execute a truth-in-negotiation certificate for contracts with a fee in excess of the threshold amount for CATEGORY FOUR of Section 287.017, Florida Statutes.

D. Provides for alternate procedures in case of valid public emergencies. Prohibits the payment of contingent fees for such professional services and sets criminal penalties for violations. Provides special rules for design-build contracts.

10.4 Prohibition Against Contingent Fees

The Director of Capital Improvements shall be responsible for assuring that all contracts for professional services contain the required “prohibition against contingent fees” as contained in Section 287.055(6), Florida Statutes, of the CCNA.

10.5 CCNA Procedures

A. Public Announcement and Qualifications

The Authority shall publicly advertise and solicit proposals from those consultants in a uniform manner on each occasion when professional services are required for a project. The public notice shall include a general description of the project and shall indicate how, and the time within which, interested consultants may apply for consideration.

B. Selection Committee

A Selection Committee shall be formed to evaluate all proposals. The Authority’s Project Manager shall propose the names of three to five Authority employees to serve on the Selection Committee based on their expertise in relation to the scope and execution of the project to be awarded. At least one of the employees should be from the using department. The remaining members shall consist of employees chosen from departments, to enhance the committee makeup. The Director of Capital Improvements shall be an actual or ex-officio member of all Selection Committees, and monitor all Committee activities and act as the committee Chair.

C. Selection Meetings

All meetings of the Professional Services Committee shall be open to the public pursuant to Florida State Statutes. For each proposed project, the Professional Services Committee may conduct discussions with and may require public presentations by no less than three firms, regarding their qualifications, approach to the project, and ability to furnish the required services. Prior to each selection process, the Professional Services Committee shall (on a project-by-project basis) determine the allotted time for the presentation, the mode and manner of presentation and any other matter relating to the presentation. The Professional Services Committee may restrict the nature of the submittals to control the costs of preparation including, but not limited to such matters as the size and number of pages, the use of color photographs or copies of photographs, use of computer enhancements, visual or imaging reproductions and any other expensive technology.

Any questions regarding a project or a submittal shall be directed to the designated person in the Capital Improvements Department for a response. There shall not be any contact between a proposer and any member of the selection or negotiating committee or any member of the Authority regarding the project or proposal submitted by any proposer. Should any member

of the selection or negotiating committee initiate contact or fail to report any contact, such committee member may be subject to dismissal from the committee and disciplinary action. Any proposer contacting any committee member or member of the Authority regarding a submitted proposal is subject to sanctions up to and including having the Authority disqualify that firm's submittal.

A Conflict of Interest Form shall be filled out by each Committee member at the first meeting. Minutes of each Committee meeting, Conflict of Interest Forms, and scoring sheets shall be completed by the Capital Improvements Department. The Capital Improvements Department shall facilitate the meeting and make sure all legal requirements are met.

D. Scoring and Selection

Recommended criteria for evaluation of proposals shall include:

1. Qualifications of personnel including sub-consultants
 - a. Number of technical staff, licensed staff and total number of staff in each office
 - b. Qualifications of technical staff
 - c. Education of staff
 - d. Experience of staff
2. Prior experience with projects of similar size and complexity
 - a. Description of similar projects
 - b. Complexity of similar projects
 - c. Contact name and telephone number for submitted similar projects
3. Availability of personnel
 - a. Current work load/staff participation
 - b. Organization of the team
4. Technical approach to perform the tasks described in the Scope of Services
 - a. Level of effort
 - b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules, and cost control. Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business.
5. Proximity of the nearest office to the project location

6. Past record of performance for the Authority

- a. Project name, dates, cost
- b. Authority personnel assigned to the project

7. Financial Statements

Any combination of the above criteria may be utilized depending on the scope of services.

Each member of the Selection Committee shall assign preliminary scores to each firm after review of proposals and interviews, per the established criteria in the bid specifications.

The Selection Committee has the option to meet to discuss their general impressions of the firms and finalize their scores.

In the event of a tie score, award preference shall be given in the following order:

1. Bidder has a drug free workplace program in conformance with Florida Statute Chapter 287.
2. Local bidder's office is located within the incorporated limits of the City of Melbourne.
3. Bidder's business office is located within Brevard County.
4. Director of Capital Improvements public drawing of lots.

The Capital Improvements Department is responsible for preparing recommendations of the top-ranked firm and of the preparation of the final contract documents.

The Selection Committee should develop general guidelines for interview procedures for the short listed firms. Interviews and/or presentations shall be optional, as determined by the Selection Committee.

It is within the discretion of the Director of Capital Improvements to determine whether to require presentations from the proposers or merely to review the proposals without presentations. Regardless of the method of review selected, following due consideration the Committee shall total the individual committee member scores for each firm to determine the most highly qualified firm to perform the required services.

E. Post Selection Evaluation

During and/or at the end of a specific contract, the Capital Improvement Department and any other departments involved in the contract shall evaluate the ongoing and past performances of firms providing professional services to the Authority.

Criteria used in the evaluation process at the end of a specific contract should include, but need not be limited to, design quality, ability to meet budget and schedule, constructability of the design, and such other factors as may be determined to be applicable.

Results of this consultant evaluation process will be used in future competitive selections of consultants for subsequent work. Consultants have the right to inspect their evaluation and request clarification.

F. Less Than Three (3) Firms

In the event less than three (3) firms express an interest in a project or less than three (3) firms are deemed qualified by the Committee, then the Executive Director shall make a determination as to whether to proceed with the lesser number of firms. If the decision is to re-advertise, and after subsequent advertisement, three (3) firms still cannot be qualified, then the Authority shall proceed hereunder with the firms qualified.

10.6 Emergency Contract Negotiation

For projects identified and certified as valid public emergencies by the Authority using its best efforts and judgment shall select the three (3) most qualified firms unless the urgency of the situation require that one firm be engaged immediately, from the list maintained by the Authority or obtained by other means. The appropriate department shall then select and negotiate with the most qualified firms considering the nature and extent of the emergency. At the earliest, practical time, the appropriate Department shall present to the MAA Board an agenda item ratifying the selection of the firm selected during the emergency. The agenda item shall sufficiently apprise the MAA Board of the nature of the emergency and the reason why the normal selection procedure was not followed.

10.7 Competitive Selection Using Federal-Aid Funds

Procurement of Professional Services using federal-aid funds must be administered through the Florida Department of Transportation (FDOT) Local Agency Program (LAP). These projects must comply with procedure in the FDOT "Local Agency Program Manual-Professional Services Contract, Selection & Award", Consultants Competitive Negotiations Act (Section 287.055, Florida Statutes), Federal Brooks Act (40 USC 1101-1104), Title 23 CFR 172 and other applicable federal and state regulations. The Local Agency (Authority) shall comply with the FDOT "Local Agency Program (LAP) Critical Requirements Checklist for Professional Services Certification" (Form 525-010-048). A copy of the LAP Critical Requirements Checklist is available at: www.dot.state.fl.us/projectmanagementoffice/LAP/LapForms.shtm.

10.8 Competitive Selection (Non-CCNA) for Design-Build Contracts

Except as provided herein, these Policies and Procedures are not applicable to the procurement of design-build contracts, which shall be awarded in accordance with the Florida Statutes, procurement laws, rules, and ordinances of the City of Melbourne.

The following rules shall apply to the award of design-build contracts:

A. If the Director of Capital Improvements determines that a design-build contract is the appropriate method of procurement for any construction project, a design criteria package for the design and construction of the project shall be prepared and sealed by a design criteria professional either employed or retained by the Authority.

B. A design criteria professional who has been selected to prepare the design criteria package shall not be eligible to render services under a design-build contract executed pursuant to the design criteria package.

C. The Director of Capital Improvements or their designee shall establish criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, and technical and design aspects of the construction project, weighted for the project.

D. For each public construction project involving the award of a design-build contract, the Professional Services Committee shall select no fewer than three (3) design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners and members thereof. The Authority shall then solicit competitive proposals pursuant to the prepared design criteria package from those design-build firms that have been determined to be the most qualified for the public construction project under consideration.

E. The Director of Capital Improvements or their designee shall evaluate the proposals or bids in consultation with the staff or retained criteria professional and the Committee for that project. The Director of Capital Improvements shall recommend to the MAA Board the highest weighted scored firm to perform the requested services.

F. The award of the design-build contract shall be based upon the evaluation criteria established by the Authority for the construction project under consideration. The design build contract shall provide for the Authority's supervision or approval of the detailed working drawings of the project, and for the design-criteria professional's evaluation of the compliance of project construction with the design criteria package.

G. In the case of valid public emergency, the Executive Director may declare an emergency, suspend the procedures specified herein, and authorize negotiations of a design-build contract with the best-qualified design-build firm available at that time.

10.9 Other Competitive Selection (Non-CCNA)

The competitive selection procedures defined herein shall not necessarily be applicable for professional services not required to be procured under the CCNA, except as otherwise stated herein.

Professional Services contracts for a project of which the basic construction cost is estimated by the Authority to be not in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FIVE or for a planning or study activity when the fee for professional services is not in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO are not required to be awarded under the provision of the CCNA.

A. Continuing Contracts Permitted. Nothing in these Policies and Procedures shall be construed to prohibit a continuing contract between a firm and the Authority that comply with the CCNA.

B. Consideration of Costs or Compensation. Any costs or compensation to any firm may be considered only during competitive negotiations. Such negotiations shall not occur until after the most qualified firms have been selected by the Committee and the ranking approved by the MAA Board.

C. Committee Recommendation to the MAA Board. The Committee shall select the most highly qualified firm to perform the required services and forward its recommendation to the Director of Capital Improvements. The Director of Capital Improvements will present to MAA Board for their approval to negotiate.

D. Competitive Contract Negotiations. The negotiation committee as mentioned herein shall attempt to negotiate a contract with the most qualified firm. Should the negotiation committee be unable to negotiate a satisfactory contract with the firm considered the most qualified at a

price the Authority determines to be fair, competitive and reasonable, negotiations with the firm shall be formally terminated by the negotiation committee. The negotiation committee shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the negotiation committee shall terminate negotiations. The negotiation committee shall then undertake negotiations with the third most qualified firm. Should the negotiation committee be unable to negotiate a satisfactory contract with any of the selected firms, the Committee shall select and advertise for additional firms and rank them in the order of their competence and qualifications, and negotiations will continue in accordance with these Policies and Procedures until an agreement is reached.

E. Agreement Approval. After an agreement is reached, the Capital Improvements Department shall prepare an agenda item recommending that the MAA Board approve the agreement. If the MAA Board approves the agreement, the agreement will be executed by all parties. If the MAA Board rejects the agreement, the MAA Board shall not divulge what price is acceptable to it but may direct the negotiating committee to renegotiate with the firm. If a new agreement is reached, it shall be presented to the MAA Board for approval. If the MAA Board approves the agreement, a contract shall be provided and executed by all parties. If an agreement is not reached after the second round of negotiations with the firm, again, without the MAA Board divulging an acceptable price, the MAA Board shall instruct the negotiating committee to begin negotiation with the second ranked firm following these procedures until a contract is executed or if an agreement cannot be reached to negotiate with the third ranked firm.

10.10 Truth-in-Negotiations

For any lump sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the Director of Capital Improvements shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Any professional service under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Director of Capital Improvements determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

10.11 Non-Competitive Selection

The following professional contractual services and commodities are not subject to the competitive-solicitation requirement, as defined in Florida Statutes 287.057:

- Artistic services
- Lectures by individuals
- Legal services (attorney, paralegal, expert witness, appraisal, or mediator)
- Health services (examination, diagnosis, treatment, prevention, consultation, etc.)
- Prevention services related to mental health
- Training and education services provided to injured employees
- Services or commodities provided by governmental agencies

In these situations, Authority staff must make the selection and award based on demonstrated competence and qualifications for performing the services for a fair and reasonable price.

The professional fees under the contract must be consistent with the recommended practices and fees published by the applicable professional associations and may not exceed any maximum provided by law.

10.12 Other Non-Competitive Selection

The Authority authorizes other categories of exempt purchases. Purchases from other governments, some auctions, and going-out-of-business sales, and other professional purchases are exempt from competitive bidding requirements:

- Land or right-of-way
- Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies
- Films, manuscripts, or books
- Electric power, gas, water, and other utility services
- Work performed under a contract for community and economic development designed to reasonably increase participation by historically underutilized businesses in public contract awards by establishing a contract percentage goal for those businesses
- The renewal or extension of a lease or of an equipment maintenance agreement, if the lease or agreement has gone through the competitive bidding procedure within the preceding year; the renewal or extension does not exceed one year; and the renewal or extension is the first renewal or extension of the lease or agreement

Due to the highly specialized nature of selecting outside counsel to represent the Authority and the selection of expert witnesses and consultants to either testify or assist in litigation, these services will not be required to follow competitive procedures. Nevertheless, in selecting outside counsel and other litigation experts, the Authority should be mindful of the costs involved and should strive to select those firms and individuals who are the most qualified and who can provide the services to the Authority at the lowest cost.

10.13 Competitive Exempted Selection

Some of the areas not mentioned in the Florida Statute that state courts have ruled as excused contracts under the professional and personal exemption include:

- Preparing tax rolls/reports/statements, inventory and proof rolls
- The coordination of investigation of crimes
- Services of a construction manager
- Services of a third-party administrator of insurance benefits
- Employment of an auditor, with exception of financial auditor
- Plat books and abstracts

Except for those professions specifically covered in Florida Statutes 287.057, the Authority can request competitive bids for professional services if it believes it is in its best interest. At times, Authority officials must decide whether a contract is for professional or personal services.

10.14 Day Work

Any work performed and paid for by the day is exempt from the competitive bidding process, with the stipulation that no individual be compensated under this subsection for more than 20 working days in any three-month period.

10.15 Emergencies

In the event of bona fide public emergencies declared by the MAA Board, compliance with some or all of the provisions of this procedure or Section 287.055, the Executive Director may waive Florida Statutes.

10.16 Inconsistency with Florida Statutes Section 287.055 Procurement of Personal Property and Services

To the extent of any inconsistency between these regulations and Section 287.055 Procurement of Personal Property and Services, Florida Statutes, the provisions of the Florida Statutes shall prevail.

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SECTION 11-CAPITAL IMPROVEMENT AND/OR CONSTRUCTION CONTRACTS FUNDED BY GRANTS OR PASSENGER FACILITY CHARGES

The solicitation and award of contracts involving construction and improvements shall be administered by the Purchasing Division working closely with the Authority Capital Improvements Department.

In order to fund Capital Improvement/Construction Projects, the Authority often enters into grant agreements with federal and state governmental agencies and/or receives approval to collect Passenger Facility Charges (PFC).

The Authority must comply with all legal requirements mandated by each contributing agency. This requires compliance with agency guidelines and requirements, which may not be addressed in this manual.

All purchases or contracts funded with other governmental funding or PFCs will be presented to the MAA Board for approval, regardless of the total purchase or contract value.

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SECTION 12-SURPLUS PROPERTY

Surplus property is any Authority property that is no longer needed or useable by a using department of the Authority. The disposition of surplus property is under the authority of the Procurement Manager.

The disposition of confiscated, lost, and found property is under the authority of the Airport Police Department.

12.1 Definitions

A. Surplus Property:

Authority owned property that has reached the end of its useful life or has become obsolete in Authority service to a using department.

B. Confiscated Property (Forfeiture):

Private property seized by the Police Department and subsequently titled over to the Authority.

C. Lost & Found Property:

Private property located by or turned in to the Police Department for custodial safekeeping until the owner is located or until a time deadline expires.

D. Real Property:

Land, such as an easement, titled in the name of the Authority.

E. Scrap:

Damaged, spent, or otherwise unusable equipment, parts, or materials whose only value lies in recycling of its component parts or materials.

F. Salvage:

Property, which is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

12.2 Methods of Disposal

A. Transfer:

The preferred method of disposition whereby a surplus item is transferred to another using Authority department or to another governmental entity.

B. Trade-in:

Property declared as surplus may be offered as a trade-in for credit toward the acquisition of new property.

C. Direct Sale to Public:

Direct sale to the public via, but not limited to, public auction, internet auction, or competitive bids.

D. Donation:

Surplus property of value given to a civic or charitable organization.

E. Destruction:

Surplus or salvage property, which is unusable and determined to have no commercial value or property for which the cost of sale would exceed expected return, may be destroyed or abandoned.

12.3 Procedure for Surplusing Property

Each department will report its surplus or obsolete stock, equipment, or commodities to the Purchasing Division by completing a multi-part Property Disposition Form.

The Purchasing Division will take necessary action to determine if there is a need for the surplus item(s), which have not been requested by Authority departments or Departments, or by other governmental entities.

Upon receipt of completed forms in the Purchasing Division, the property listed will be assessed to determine where storage should take place. Items may need to remain in place pending sale or removal by outside Authority buyer or vendor.

12.4 Procedure for Sale of Materials

Generally, all surplus items are disposed of via public auction, through use of an Internet auction site, solicited bid, or through a contracted auctioneer. Confiscated, and lost and found property may also be disposed of via public auction, either through Police Department action (Law Enforcement Trust Fund (LETF) only) or through the Purchasing Division. **Note: Authority employees who desire to purchase surplus item(s) must do so via one of the public auction methods.**

Unless otherwise requested by Authority Department Director, surplus items will be sold “as is, where is” to the highest bidder.

All sales by public auction will be processed and supervised by the Purchasing Division. The Authority currently contracts with an Internet auction site. All sales by public auction shall be final at time of sale. Sealed bid sales are final upon acceptance by the Procurement Manager, Executive Director, or MAA Board.

Should attempts to sell surplus or scrap items fail, the Procurement Manager may (at his/her discretion), declare the items as salvage and authorize their discard or destruction.

Documentation of items for salvage status must be prepared by Purchasing staff and signed by the Procurement Manager, and attached to the Property Disposition Form for each item or lot of items.

Purchasing staff will complete a Property Disposition Form and send to Authority Accounting Department. Buyer pays a third-party contracted auctioneer. Buyer will present “Buyer’s Certificate” and Government-issued Identification to the designated Authority individual at the designated site for pickup of item(s).

12.5 Auction Sales

A. Using Department

The using department is responsible to notify the Purchasing Division, in advance, of the surplus equipment to be transferred. The using department is also responsible to:

1. Transport or arrange for transportation of item(s) to the designated location.
2. Prepare Property Disposition Form for all transferred items.

B. Purchasing

The Purchasing Division shall have overall responsibility for coordinating the efforts of Authority staff. Purchasing staff shall:

1. Advise all departments of the availability of the surplus equipment.
2. Release the equipment to any user department based on the greatest need.
3. Take photographs of surplus items to be sold.
4. Prepare description of surplus items and post on Internet auction site.
5. Coordinate with successful bidder for pickup of sold items.

C. Operations Department

The Operations Department is responsible to:

1. Provide or arrange for pickup of departmental item(s) designated site.
2. Submit a preliminary list of vehicles and equipment (having clear title and ready for sale on Internet auction to the Purchasing Division.
3. Remove decals, peripheral equipment, or tax exempt tags from the auction vehicles.
4. Transport the vehicle(s) to a designated location, leave all applicable keys, and note any known mechanical deficiencies. Transport shall include towing for all vehicles not able to move under their own power (ex. inoperable cars, trailers, boats, etc.)
5. Complete, sign, and submit to Purchasing, a Property Disposition Form for each vehicle (titled to the City of Melbourne Airport Authority) to be surplus for sale. NOTE: Vehicles must be titled to be sold.
6. Provide qualified personnel with jumper cables to assist vehicle and equipment startup.

D. Police Department

The Police Department is responsible to:

1. Provide general interior/exterior cleanup of vehicle prior to release.

2. Contact the appropriate wrecker service to transport confiscated or lost and found vehicles or equipment to a pre-designated storage area.

3. Complete, sign, and submit to Purchasing, a Property Disposition Form and either a Summary Final Judgment or Default Final Order of Forfeiture for each vehicle (titled to the City of Melbourne Airport Authority) to be surplused for sale. NOTE: Vehicles must be titled to be sold.

12.6 Scrap Sales

Purchasing staff will contact the current vendor and arrange for pickup of scrap (metal, tires, etc.). An Authority employee may accompany the vendor to the scrap area and monitor the pickup. Following disposal at a scrap site, the vendor will provide a receipt ticket with scrap weight, unit cost, and yield cost, along with payment check. Pickups are Monday through Friday during normal work hours.

12.7 Donation

Occasionally, it may be practical to donate rather than sell an item(s) to another using agency or non-profit organization. The Executive Director shall have the authority to approve donations of miscellaneous surplus property to such organizations. **No Department Director shall donate Authority property to any individual or agency, either public or private, without Executive Director Approval.**

12.8 Destruction

Property which is unusable and determined to have no commercial value or property, for which the cost of sale would exceed expected returns, may be destroyed or abandoned. A Property Disposition Form is required for destruction with adequate documentation.

12.9 Real Property

Real property inventory shall be maintained by the Finance and Administration Department.

Interest in real property that is titled in the name of the Authority may be authorized to be conveyed, leased, or transferred by the MAA Board, upon the approval of the FAA, MAA Board, and the City of Melbourne, as applicable.

All dispositions of real property shall be coordinated with the FAA, Authority Attorney, and the Finance & Administration Department to ensure adequate legal review and proper recording and accounting for the transaction.

Real property may be declared as surplus and offered for sale by competitive bid if over \$5,000 in value. Following Department Director review and FAA, MAA Board, and City of Melbourne approval for sale of said property, the Procurement Manager shall:

1. Obtain an appraisal.
2. Obtain a survey and/or title search (when authorized).
3. Prepare formal bid solicitation.
4. Evaluate bids and make recommendation for sale to the highest bidder.

The City Attorney will provide the resolution approving the sale and authorizing the Executive Director to execute the necessary documents and take the necessary action to complete the sale.

Upon award of the bid by the MAA Board, Authority and City staff shall take the necessary steps to complete the sale transaction.

Once the sale is complete, the sale proceeds and the closing documents shall be sent directly to the Finance and Administration Department to properly deposit the funds and record the transaction.

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SECTION 13-VENDOR RELATIONS

13.1 Vendor Relations

Introduction

The Authority strives to develop effective relationships with vendors and encourages full and open competition wherever possible. The Authority also endeavors to maintain strong enduring relationships with vendors of proven ability and desire to meet our needs. To accomplish this, our purchasing activities will be conducted so that vendors will value our business and make every effort to furnish our requirements based on quality, service, and price. The relationship between the purchaser and seller is one of mutuality.

The Authority will buy only from suppliers who have adequate financial strength, high ethical standards, and a record of adhering to specifications, maintaining shipping promises, and giving full measure of services. New sources of supply will be given due consideration as multiple sources of supply are necessary to ensure availability to materials and promote competition.

It is essential to develop and maintain goodwill between the Authority and its suppliers. The reputation of the Authority can be promoted by:

1. Giving all salespersons a full, fair, prompt, and courteous hearing.
2. Keeping competition open and fair.
3. Keeping specifications fair and clear.
4. Cooperating with seller; considering difficulties in providing the service or products.
5. Having consistent buying policies and principles.
6. Observing strict truthfulness in all transactions and in correspondence.
7. Respecting salesperson or company confidential information.
8. Keeping free from obligation to any vendor.

Department Contact with Vendors

In the day-to-day conduct of their duties, departmental employees are often in contact with potential vendors and suppliers. While it is sometimes desirable for employees to be in a position to recommend certain products, **no department shall attempt to place orders with vendors, except as described in this manual.**

13.2 Code of Ethics and Conduct

It is the policy of the Purchasing Division to promote the Authority's reputation for courtesy, fairness, and impartiality. The responsibility for achieving this goal rests with each individual who participates in the procurement process. This includes the using agencies, the vendors, as well as the Purchasing staff. The Purchasing Division adheres to a high standard of ethics and conduct as set forth by the State of Florida Statutes, the National Institute of Governmental Purchasing (NIGP), and the Florida Association of Public Procurement Officials (FAPPO).

Public purchasing officers are required to maintain complete independence and impartiality in dealings with vendors, both in fact and in appearance, in order to preserve the integrity of the competitive process and to ensure there is public confidence that contracts are awarded equitably and economically.

The following are excerpts from Chapter 112, Part III, Florida Statutes, Code of Ethics for Public Officers and Employees:

A. Solicitation or Acceptance of Gifts - Section 112.31(2)

No public officer, employee of an agency, or candidate for nomination or election, shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.

B. Doing Business with One's Agency – Section 112.313(2)

No employee of an agency acting in his official capacity as a purchasing agent, or public officer acting in his official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his own agency from any business entity of which he or his spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or his spouse or child, or any combination of them, has a material interest, or shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to his own agency, if he is a state officer or employee, or to any political subDepartment or any agency thereof, if he is serving as an officer or employee of that political subDepartment.

C. Unauthorized Compensation - Section 112.313(4)

No public officer or employee of an agency or his spouse or minor child shall, at any time, accept any compensation, payment, or thing of value when such public officer or employee knows, or with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the officer or employee was expected to participate in his official capacity.

D. Conflicting Employment or Contractual Relationship – Section 112.313(7)

No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the State or any municipality, City, or other political subDepartment of the State; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties.

In order to avoid the possibility of any misunderstandings regarding compliance with the law and regarding any appearance of impropriety relative to the competitive process for awarding contracts, it is respectfully requested that purchasing staff not accept anything of value offered from vendors.

E. Conflict of Interest

State Statute, Chapter 38-305 defines conflict of interest as:

Any public officer or employee of a public agency who has, or whose relative has, a substantial interest in any contract, sale, purchase or service to such public agency shall make known that interest in the official records of such public agency and shall refrain from voting upon or otherwise participating in any manner as an officer or employee in such contract, sale or purchase.

The mere employment of an individual simultaneously by the Authority and an outside company that has a direct or indirect business relationship with the Authority, in itself established no conflict of interest. A conflict of interest would arise if actions by such an individual as an Authority employee conferred a direct or indirect benefit on the private business which also employed the Authority employee or in which the employee has a financial interest.

The law provides that when a potential for a conflict of interest arises, the Authority employee with the potential conflict make his interest known to the Authority and refrain from taking any actions on the matter creating the potential for a conflict of interest.

When a potential for a conflict of interest arises, the Authority employee must either (a) provide written notification to the Executive Director identifying what relationship exists that could be classified as a potential for a conflict of interest; or (b) provide the same information during a MAA Board meeting so it can be recorded in the official minutes of the meeting.

F. Ethical Considerations

In any consideration of public responsibilities, there must be understanding and agreement with reference to the ethics of public purchasing. These concepts are expressed by the Florida Association of Public Purchasing Officers, Inc., Code of Ethics, which obligates every procurement official to an unquestionable standard of ethics and conduct.

13.3 Complaints Against Vendors

All complaints concerning vendor performance shall be directed to the Procurement Manager in the Purchasing Division. The Procurement Manager will investigate any charges against a vendor and shall take whatever action is warranted to correct the problem. An example of a performance complaint is failure to deliver goods and/or services as outlined in an Invitation to Bid/RFP/RFQ. Appropriate action might be cancellation of bid award, liquidated damages, or some other punitive damages.

13.4 Debarment of Vendors

Florida Statute 287.42 allows for the removal from a vendor list, any source of supply, which fails to fulfill any of its duties, specified in a contract. The Authority may reinstate a supply source when satisfied that further instances of default will not occur.

A. Debarment Procedure

After reasonable notice to a vendor of continued performance issues or other uncorrected problem areas, the Procurement Manager, after consulting with the Authority Attorney, is authorized to debar a vendor for cause from consideration for award of contracts, for a period of not more than three (3) years. Causes for debarment include:

1. Conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract.

2. Conviction under State or federal statutes of any offense indicating a lack of business integrity or business honesty. Examples include: embezzlement, theft, forgery, bribery, collusion, and other public entity crimes as stated in Florida Statute 287.133.
3. Conviction under State or federal antitrust statutes arising out of the submission of bids or proposals.
4. Violation of contract provision of sufficient seriousness that the Procurement Manager, with approval of the Financial Services Director and Authority Attorney, considers debarment appropriate. This would include failure to perform or unsatisfactory performance of a contract or bid.
5. Any other cause that the Procurement Manager determines to be so serious as to affect responsibility as a contractor to the Authority.
6. The Procurement Manager will notify any vendor being debarred in writing. All reasons for the action taken will be explained. The decision to debar the vendor is final unless otherwise overridden by the Executive Director.

B. Reinstatement

A person or corporation may be reinstated to do business with the Authority under the following conditions:

1. Discovery of new and material evidence not previously available
2. Dismissal of indictment or reversal of conviction, or
3. Bona Fide ownership/management change sufficient to justify present responsibility.

The request of reinstatement shall be forwarded in writing to the Procurement Manager. The Executive Director shall determine whether to reinstate based on written submission of evidence to one or more of the above conditions.

EXHIBIT 1-GLOSSARY

This glossary lists terms often used in contracting; it is not intended to apply to the entire field of public procurement. Additional terms can be found in the publications listed at the end of the Subject Index, and other sources.

Acceptance – The assumption of a legal obligation by a party to a contract and the terms and conditions of that contract.

Acknowledgement – A form used by a vendor to advise a purchaser that an order has been received, and usually implies acceptance.

Addendum – A change, addition, alteration, correction, or revision to a bid document.

Advertising – A form of public notice of an intended purchase. See “Public Notice.”

Agreement – A duly executed and legally binding contract.

Alternate Bid – A bid submitted in knowing variance from the specifications, terms, condition, or provisions of the solicitation. The Authority reserves the right to determine acceptance of proposed equivalent or equal items.

Amendment – A revision or change to a document, often used to correct a contract or to add additional scope of work to change an existing contract.

Appropriation – A legislative authorization to expend public funds for a specific purpose. Money set apart for specific use.

As Is – Term indicating that goods offered for sale are without warranty or guarantee and that the purchaser takes the goods at his own risk without recourse against the seller for the condition or performance of the goods.

Assignment – The legal transfer of a claim, right, interest, or property.

Assignee – The grantee, or recipient, of an assignment.

Assignor – A person who makes an assignment.

Award – Procurement Manager, Executive Director, or MAA Board’s approval of a bid or a proposal.

Best and Final Offer – The rationale granting a purchasing official discretion in taking action to allow all qualified bidders participating in a competitive bid process to provide a sealed best and final offer.

Best Interest of the Authority – The rationale granting a purchasing official discretion in taking action most advantageous to the Authority when it is impossible to interpret adequately a specific response by law or regulation.

Bid – A competitive price offer made by an intended seller, normally by written notice, offered as a result of a formal invitation to prospective vendors.

Bid Acceptance – The unconditional receipt of the bid at the designated bid location within the timeframe and conditions set in the bid document. Any alterations to the bidder’s offer after the close of the bid or any deviations from the conditions set in the bid document may result in the rejection and removal of the bid.

Bid Bond – An insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected bidder fails to accept the contract as bid.

Bid Deposit – Certified check, cashier’s check, bank money order, bank draft of any national or State bank, surety bond or cash deposited with and as instructed by the prospective purchaser to guarantee the bidder will, if selected, accept the contract in accordance with the bid. If the bidder does not accept the contract, he forfeits the amount of deposit.

Bid Evaluation – The approach for selection of the bid award, which shall be based on the requirements set forth in the bid documents. The evaluation may include criteria to determine acceptability such as inspections, testing, quality, workmanship, delivery and suitability for a

particular purpose and to existing systems and equipment. It may also be based on total and life cycle costs as well as freight, set-up, or installation charges.

Bid Opening – The process of opening and reading bids conducted at the time and place specified in the Invitation for Bid, and/or advertisement, and in the presence of all who wish to attend.

Bid Sample – A sample required of a bidder for examination, comparison, testing, and evaluation by the perspective purchaser.

Bid Security – Any form of guarantee submitted with a bid to ensure that the bidder will enter into a contract if awarded. Synonymous with Bid Bond and Bid Deposit.

Bidder – Any person submitting a competitive bid in response to a solicitation.

Bidders List – A vendors list maintained by data management software setting out the names and addresses of suppliers from whom bids, proposals and quotations can be solicited.

Blanket Order – A type of purchase order under which a purchaser contracts with a vendor to provide the purchaser's requirements for an item(s) or service on an as-required and over-the-counter basis. Properly prepared, such an arrangement sets a limit on the period of time it is valid and the maximum amount of money that can be spent at one time or within a specified period of time.

Boilerplate – Colloquial designation for standard terms and conditions, usually preprinted, incorporated in all Invitation for Bids, Request for Proposals or a contract or purchase order.

Brand Name – A product name that serves to identify a product of a particular manufacturer, a trade name.

Brand Name Specification – A specification that cites the brand name, model number or some other designation that identifies a specific product to be offered exclusive of others.

Brand Name or Equal Specification – A specification that cites brand names, model numbers, or other identifications as representing quality and performance called for, and inviting bids on comparable items or products of any manufacturer.

Breach of Contract – A failure without legal excuse, to perform any promise that forms a whole or part of a contract.

Breach of Warranty – An infraction of an expressed or implied agreement as to the title, quality, content, or condition of a product sold.

Bulk Purchasing – Purchasing in large quantities to seek a lower price per unit i.e., volume purchasing.

Buyer – A purchaser who buys goods or services from a vendor in a transaction.

Calendar Day – Every day shown on the calendar, Saturdays, Sundays, and holidays included.

Cash Discount – A discount from a bill if payment is made within a designated period.

Caveat Emptor – “Let the buyer beware.” A maxim stating the buyer should be careful in making a purchase because the burden of defective goods rests with him. In contracts, the seller can be held responsible for certain defects by means of suitable specifications, warranties and contractual terms and conditions.

Centralization of Purchasing – A system of purchasing in which authority, responsibility, and control of activities is concentrated in one administrative unit. (See Decentralized Purchasing)

Certificate of Non-Collusion – A statement signed by a bidder and submitted with its bid affirming that its bid is made freely, independently and without consultation with any other bidder.

Change Order – A written order that affects a change to the original contract or purchase order related to increase or decrease in quantities or additional materials.

Code of Ethics – The rules or standards governing the conduct of the members of a profession.

Collusion – A secret agreement or cooperation between two or more persons to accomplish a fraudulent, deceitful, or unlawful purpose.

Collusive Bidding – The response to bid invitations by two or more vendors who have secretly agreed to circumvent laws and rules regarding independent and competitive bidding.

Commodity – An article of trade, a movable article of value, something that is bought or sold; any movable or tangible thing that is produced or used as the subject of barter or sale.

Commodity Code – A system of words and numbers designed to identify and list commodities or services by classes and subclasses.

Compensation - The amount paid by the agency for goods or services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.

Competition – The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and /or service.

Competitive Bidding – The submission of prices by individuals or firms competing for a contract, privilege, or right to supply merchandise or services.

Competitive Sealed Bid - A bid submitted in a sealed envelope to prevent disclosure of its contents before the deadline for the receipt of all bids.

Competitive Sealed Proposal – A proposal submitted in a sealed envelope to prevent disclosure of its contents before the deadline for the receipt of proposals.

Competitive Solicitation or Solicitation • An Invitation to bid (ITB), a Request for Proposals (RFP), or an Invitation to Negotiate (ITN).

Conflict of Interest – A situation where the personal interests of a contractor, public official or classified employee are, or appear to be, at odds with the best interests of the jurisdiction.

Consultants Competitive Negotiation Act (CCNA) – A procedure established by Florida Statutes setting the requirements for acquisition of professional architectural, engineering, landscaping architectural or land surveying services.

Consultants Continuing Contract - A contract for professional services entered into in accordance with all the procedures of the CCNA whereby the firm provides professional services for projects in which construction costs do not exceed \$1 million, for study activity when the fee for such professional service does not exceed \$50,000, or for work of a specified nature as outlined in the contract, with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

Continuing Contract - A contract for services or materials entered into in accordance with all the Authority's bid procedures whereby the firm provides goods & services for projects or work of a specified nature as outlined in the bid and contract. The contract must provide a termination clause.

Contract – Contractual instrument, including, but not limited to contracts, leases, inter-local agreements, grants, sales agreements, service agreements, joint participation agreements, maintenance agreements, attachments, change orders, addendum, bonds, fee schedules, and any other related documents for incorporation into the contractual agreement.

Contract Administration – The management of all actions that must be taken to assure compliance with the terms of the contract after the award of the contract.

Contract Execution – Act of overseeing the signing of a legally binding document that shall include Contractor, Executive Director, and witness signatures with appropriate notaries and seals. The Procurement Department shall be responsible for the proper execution of formal contracts including distribution of signed contracts and maintenance of the official record.

Contractor - A person who contracts to sell commodities or contractual services.

Contractual Service - The rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management

systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged there under; and professional, technical, and social services.

Contractual Services Contract – Basic services provided to the Authority under contract or Purchase Order in which charges, effective periods, and extent of work are defined. Examples of contractual services are janitorial services, maintenance services, mechanical services and construction services.

Davis-Bacon Act (1931) – A Federal law requiring all contractors performing federally funded Public Works construction projects to pay their workers, at a minimum, the prevailing wage rate paid in the area for similar work, as set by the Secretary of Labor.

Debarment – The exclusion of a person or company from participating in a procurement activity for an extended period of time, as specified by law, because of previous illegal or irresponsible action.

Decentralized Purchasing – A system of purchasing in which there is a (varying) degree of delegation of authority, responsibility, and control of purchasing activities to the using agencies.

Default – Failure by either party to a contract with material requirements of the contract.

Delivery Schedule – A required or agreed upon time, or rate, for delivery of goods or services.

Discount – Vendor's deduction from the selling price, usually contingent upon some cost reducing condition such as prompt payment.

Disposal – The act of surrendering ownership of excess or surplus property.

Dispute – Disagreement between parties to a contract over performance or other contract term requiring administrative action to resolve.

Escalator Clause – A clause that allows the contract price to be periodically adjusted up or down in direct relationship to an objective market indicator identified in the solicitation and contract (e.g., Consumer Price Index).

Emergency Purchase – A purchase made without following the normal purchasing procedures in order to obtain goods or services quickly to meet an urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk. The Executive Director shall have the authority to make emergency purchases of no more than the current formal bid threshold without competitive bids, provided that all such purchases shall be reported to the MAA Board at its next regularly scheduled meeting.

Equal, or Equivalent – A phrase used to indicate the acceptability of a product of similar or superior function, purpose, design, and/or performance. (See Brand Name)

Evaluation Criteria – Factors, usually weighted, relating to management capability, technical capability, and manner of meeting performance requirements, price and other important considerations used to evaluate which proposer in a competitive negotiation has made the most advantageous offer.

Expedite – Effort to assure delivery of goods purchased in accordance with a time schedule, or to accelerate delivery.

Extension - An increase in the time allowed for the contract period due to circumstances which, without fault of either party, make performance impracticable or impossible, or which prevent a new contract from being executed, with or without a proportional increase in the total dollar amount, with any increase to be based on the method and rate previously established in the contract. A contract may not be extended past the original term of the proposed contract for new or additional scopes of work that were not advertised in the original solicitation.

Fee – A fixed or variable amount of money to be paid to a contractor as profit, as in a cost plus fixed fee contract; compensation for services rendered.

Fiscal Year – A period of twelve consecutive months selected as a basis for annual financial reporting, planning or budgeting. The fiscal year for the Authority is October 1 through September 30.

Fixed Asset – An asset of a long-term character having a useful life of more than one year and a value of at least \$1,000, stands alone and functions by itself.

Fixed Price Contract – A contract that provides for a firm price, subject to any contractual conditions allowing price adjustment, under which the contractor bears the full responsibility for profit or loss.

Formal Advertising – The placement of a notice in a newspaper of general circulation according to legal requirements to inform the public that the Authority is requesting bids on a specific purchase it intends to make.

Free on Board (FOB) – Determines the point at which title for the shipment passes from vendor to purchaser. (See Exhibit 4-a and 4-b)

FOB Destination – The title changes from vendor to purchaser when the shipment reaches its destination.

Functional Specifications – A type or manner of writing a purchase description characterized by what results are required rather than a generic description of the product or service.

General Terms and Conditions - The section of a solicitation that contains clauses that deal with the contractual obligations of the parties to a contract; a part of the boilerplate of a bid or contract document.

Guarantee – An assurance for the fulfillment of a condition, quality of, or the length of use to be expected from a product offered for sale.

GSA (General Service Administration) - Pursuant to Section 211 of the eGov Act of 2002, Cooperative Purchasing provides authorized State and local government entities access to information technology items offered through GSA's Schedule 70 (IT) and the Consolidated Products and Services Schedule contracts for associated special item numbers 1120 program (Law enforcement & drug).

Hold Harmless Clause – Contractual clause requiring the contractor to assume sole liability in any actions brought against the contract and absolving the jurisdiction from any responsibility.

Identical Bid – A bid that is the same in all salient respects with another bid. Identical Tie Bids, in accordance with Section 287.087, Florida Statutes, and preference shall be given to businesses with drug free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service, are received by the Authority for the procurement of commodities or contractual services, the bid received from a business that certifies that it has implemented a drug free workplace program, shall be given preference in the award process.

Ineligible Bidder – A bidder who does not meet the stated qualifications for submitting a bid response or who has been suspended or debarred.

Informal Bid – A competitive bid or price quotation for supplies or services that is conveyed by letter, telephone, or other means and does not require a sealed bid, public opening, or public reading of bids.

Informalities and Irregularities – Minor defects or variations of a bid from the exact requirements of the solicitation that do not affect the price, quality, quantity, or delivery schedule of the goods or services being procured.

Instructions to Bidders – The section of a solicitation that contains clauses that provide primarily information on bid opening, general qualifications, and conditions for bid submission.

Inventory – Goods in stock or an itemized list of the goods on hand at a particular time showing quantity, volume and values.

Indemnify – To protect against hurt or loss, to exempt from incurred penalties or liabilities. To compensate or pay for damage.

Invitation to Bid (ITB) – All documents, whether attached or incorporated by reference, used to solicit competitive or multistep sealed bids.

Invitation to Negotiate - A written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or contractual services. The invitation to negotiate is used when the Authority determines that negotiations may be necessary to receive the best value. A written solicitation includes a solicitation that is electronically posted.

Invoice – Seller’s itemized bill stating prices and quantities of goods and/or services delivered, and sent to Accounts Payable for payment.

Late Bid or Offer – A bid or offer received at the place specified in the solicitation after the time designated for all bids or proposals to be received.

Lead Time – The period of time from date of ordering to date of delivery. This includes the time required for the vendor to manufacture or prepare the goods for shipment, and may include the time needed by the procurement function to process the purchase request, issue a solicitation, evaluate bids and award a contract.

Lease – A contract conveying from one person to another real estate or property for a term in return for a specified rent or other compensation.

Lease Purchase Agreement – A lease contract containing a purchase option in which the lessee’s periodic payments or parts thereof may be applied to serve both as the rental obligation and as installments for acquiring ownership of the property upon lessee exercising the purchase option; a conditional sales contract.

Legal Notice – Notice of a proposed purchase as required by law.

Line Item – A procurement item specified in an Invitation to Bid, for which the bidder is asked to tender an individual price and which, under the terms of the invitation, is usually susceptible to a separate contract award.

List Price – The price published in a catalogue or otherwise available at which a seller offers an item for sale.

Lowest Responsible Bidder – A responsive bidder whose bid is lower than those received from other bidders and whose reputation, past performance, and business and financial capabilities have been determined by the Authority to satisfy the requirements of the a bid.

Liquidated Damages – An amount of money, designated in the solicitation and as part of a contract, to be calculated on a per diem or other basis and paid upon default of a contract.

Lump Sum – The total price of a group of items that are put together and priced as a whole, aggregate. A price not based on unit cost or quantities.

Mandatory – Obligatory; said of a contract condition or provision that cannot be waived.

Material Safety Data Sheets (MSDS) – Documentation concerning a hazardous chemical. They identify the chemical, the common names of the ingredients, the physical and chemical characteristics, and the hazards of the chemical. They also include emergency and first aid procedures to be considered when working with that chemical.

Multiple Award – The award of contracts to two or more vendors or contractors to furnish the same or similar supplies or services, where more than one vendor is needed to meet the contract requirements for quality, delivery, or service.

Multi-Step Bidding – A source selection method involving at least two competitive steps, combining the elements of both competitive sealed bids and competitive sealed proposals. The first step requires the submission of (unpriced) technical proposals. In the second step, bidders with acceptable technical proposals are asked to submit sealed bid prices.

Negligence – Under a given set of circumstances, failing to do what a reasonable and prudent person would do or doing what a reasonable and prudent person would not do.

Negotiate - To conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price. Negotiation provides contracting through the use of proposals and discussions to obtain best and final offers that result in the best value to the Authority.

Net Price – Price after all discounts, rebates, etc., have been allowed.

No Bid – Response to an Invitation for Bid stating the respondent will not submit a bid.

Nonresponsive Bid – A bid that does not conform to the mandatory or essential requirements of the Invitation for Bid.

Notice of Award – A written notification from the jurisdiction to the successful bidder, stating that there is an award of a contract in accordance with a bid or proposal previously submitted. Electronic notice by fax or internet is considered written notification.

Offer – To submit a response (an offer) to a Request for Proposal.

Offeror – A person making an offer.

Option to Renew – A contract clause that allows a party to reinstate the contract for an additional term, in accordance with contract terms.

Order (Purchase) – A request or command issued to a supplier for goods or services at a specified price or agreed basis for payment.

Partial Payments – The payment authorized in a contract upon delivery of one or more complete units called for under the contract, or upon completion of one or more distinct items of service called for there under.

Payment Bond – Bond that assures payments, as required by law, to all persons supplying labor or material for the completion of work under the contract.

Performance Bond – A contract of guaranty executed subsequent to award by a successful bidder to protect the Authority from loss due to contractor's inability to complete the contract as agreed.

Performance Record – A record to indicate a supplier's ability to keep delivery promises and reliability, together with consistency of quality of the products.

Performance Specification – A specification describing the performance characteristics sought in a product or service, a purchase description accenting performance over design, a functional rather than a generic or physical specification.

Piggyback Method – A form of intergovernmental cooperative purchasing in which an entity requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself.

Pre-Bid (or Pre-Proposal) Conference – A meeting that is scheduled in a solicitation for the purpose of providing clarification as needed. Substantive questions raised at a pre-bid conference are answered in writing and may modify the solicitation.

Pre-Performance Conference – A meeting between the contractor and the Authority convened to review the responsibilities and expectations of the contractor and the Authority under the contract.

Prequalification of Bidders – The screening of potential vendors in which such factors as financial capability, reputation, and management are considered in order to develop a list of qualified vendors.

Pre-Solicitation Conference – An informal meeting inviting comments and suggestions from selected vendors on the draft of a proposed solicitation. Used for technical and complex service transactions.

Price – The amount of money that will purchase a definite quantity, weight, or other measure of a commodity or service.

Price Adjustment Clause – A condition in a solicitation and resultant contract that allows the price under the contract to decrease or increase under defined conditions; the condition should

provide for the purchaser to cancel any individual item affected, or the contract, if a request for increase is not acceptable.

Privatization – The divestiture of a government program including control and management as well as real and personal property to private entrepreneurs.

Procurement – The procedures for obtaining goods or services, including all activities from the planning steps and preparation and processing of a requisition, through receipt and acceptance of delivery and processing of a final invoice for payment. The acts of preparing specifications, evaluating bids or proposals, making awards and administering contracts are involved; in some contexts, property management is implied.

Professional Services – Services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training, or direct assistance.

Professional Services as per CCNA – Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapped in connection with his or her professional employment or practice.

Proper invoice – An invoice which conforms to all contract and bid requirements that has been specified by the Authority.

Proposal – An offer made by one party to another as a basis for negotiations for entering into a contract.

Protest – A written objection to a solicitation by a prospective bidder, a bidder, a contractor or other interested party with the intention of achieving a remedial result.

Public Notice – The distribution or dissemination of information to interested parties using methods that are reasonably available. Such methods include publication in newspapers of general circulation, electronic or paper mailing lists, and web site(s) designated and maintained for that purpose.

Public Record – Information contained in Authority files that is available for public inspection

Purchase Description – The words used in a solicitation to describe the supplies, services or construction to be purchased, including any performance, physical or technical requirements. Unless the context requires otherwise, the terms “purchase description,” “purchase specification,” and “specification” may be used interchangeably.

Purchase Order – Purchaser’s written document to a supplier formally stating terms and conditions of a proposed transaction. Commits the Authority financially, by encumbering funds.

Purchasing Manual – A document that describes the rules and procedures to be followed by the using agencies.

Purchasing Policy – A course of action adopted in purchasing affairs.

Purchasing Procedure – A mode of conducting purchasing activities.

Quotation – A statement of price, terms of sale, and description of goods or services offered by a prospective seller to a prospective purchaser, usually for purchases below the amount requiring formal bidding. May be nonbinding if solicited to obtain market information for planning purposes.

Renewal - Contracting with the same contractor for an additional contract period after the initial contract period, only if pursuant to contract terms specifically providing for such renewal.

Request for Information (RFI) - The document used to obtain comments or reactions from vendors that precedes the issuing of a solicitation. Price is not requested.

Request for Proposal (RFP) – The document used to solicit proposals from vendors. The RFP usually provides for evaluation of criteria, including price, prior to award.

Request for Qualifications (RFQ) – The document used to obtain statements of qualifications from bidders prior to issuing the final solicitation.

Requisition – An internal document completed by the using department listing details of materials and services needed.

Responsible Bidder or Proposer (Offeror) – A person who has the capability in all respects to perform in full the contract requirements, along with the integrity and reliability that will assure good faith performance.

Responsive Bidder or Proposer (Offeror) – (1) A person who has submitted a bid which conforms in all material respects to the Invitation to Bid. (2) One whose bid conforms in all material respects to the terms, conditions, specifications and other requirements of the Invitation to Bid.

Sealed Bid – A bid that has been submitted in a sealed envelope to prevent its contents being revealed or known before the deadline for the submission of all bids.

Service – The furnishing of labor, time, or effort by a contractor.

Service Contract – A contract that calls for a contractor's labor, time, and effort to perform a service in which the provision of goods is incidental to the main purpose.

Site Inspection – The requirement in a solicitation that the potential bidders or offerors visit the physical location where the contract is to be performed to become familiar with site conditions.

Sole Source Procurement – An award for a commodity or service to the only known capable supplier, occasioned by the unique nature of the requirement, the supplier, or market conditions.

Solicitation – A request for bids to provide supplies, services or construction.

Specification – A description of what the purchaser seeks to buy, and consequently, what a bidder must be responsive to in order to be considered for award of a contract. A specification may be a description of the physical or functional characteristics, or the nature of a supply or service. It may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery. A purchase description.

Standard – A characteristic or set of characteristics for an item that, for reasons of performance level, compatibility or interchangeability with other products, etc., is generally accepted by producers and by users of the item as a required characteristic of all items for the designed purpose.

Subcontractor – Any person undertaking part of the work of a contract under the control of the principal contractor.

Surplus Property – Inventory not needed by the owning agency or by other agencies at the present time or in the foreseeable future.

Tabulation of Bids – A recording of bidders and abstract of their bids listing items offered, prices, deliveries, etc., in response to a specific solicitation, made for purposes of comparison and record-keeping will be true.

Term Contracting – A technique by which a source of supply is established for a specific period of time.

Termination for Convenience – Cancellation, at the Authority's discretion, of a contract in whole or in part; permitted only if the contract contains a clause permitting such an action.

Termination for Default – The cancellation, in whole or in part; by the Authority of a contract because of the contractor's failure to perform satisfactorily.

Vendor – Any individual, firm, corporation, etc., offering for sale, trade, exchange or otherwise supply items, goods, or services to the Authority in exchange for compensation.

Waiver of Bid(s) – A process authorized by law or rule whereby a government purchasing office may procure items without competitive bidding procedures because of unique circumstances related to a particular need or procurement.

Waiver of Mistake or Informality – The act of disregarding errors or technical nonconformities in bids which do not change the substance of the bid and will not adversely affect the competition between bidders.

Warranty – A representation either expressed or implied that a certain fact regarding the subject matter of a contract is presently true or will be true.

DRAFT

EXHIBIT 2-FORMS

1. Purchase Order Request Form
2. Request for Approval Form
3. Sole/Single Source Approval Form
4. Recommendation for Award Form
5. MAA Board Item Form
6. Purchase Order Change Order Request Form
7. Local Vendor Affidavit Form
8. Conflict of Interest Form
9. Property Disposition Form
10. Vendor Registration Form
11. Executive Director Action Item >\$15K Form

DRAFT

Exhibit 2
Form 1-Purchase Order Request Form

Description				
Account Code:				
Organization Code:				
Object Code:				
PO Value:	\$	-		
Special Instructions for Finance				
PO Close Date:				
Request Date:		Director Initial		
Requested By:		Approve	Disapprove	
Director Name/Approval:				
Vendor:				
PURCHASING THRESHOLDS				
≤ \$5,000	Specify quote method in comments or attach written quote (preferred).			
>\$5000 and ≤ \$15,000	Three written quotes. Approval by Procurement, Finance, Director			
> \$15,000 and ≤ \$35,000	Procurement solicited quotes. Attach all quotes/proposals, etc. Approval by Procurement, Director, and Executive Director.			
> \$35,000	Procurement solicited formal proposals. Review/Approval by Executive Director and MAA Board. Executive Director executes contract/agreement.			
PURCHASE ORDER THRESHOLD				
Comments				
Attach any supporting documentation in accordance with Purchasing Policy (quotes/bids/proposals, emails, pricing evidence, MAA Board Approval Minutes, etc.)				
Line Item #	Line Item Description	Quantity	Price/Qty	Line Item Total
1				\$ -
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
TOTAL PO AMOUNT			\$	-

Exhibit 2

Form 2-Request for Approval Form

REQUEST FOR APPROVAL (Non-Competitive >\$5,000)		
To: Karen Schlottach, Procurement		From:
Quote/Proposal No.:		Description:
WAIVER OF FORMAL QUOTE/PROPOSAL REQUIREMENT (Check one): <input type="checkbox"/> Piggyback other governmental entity (provide name and contract number below) <input type="checkbox"/> Sole/Single Source (attach Sole/Single Source Justification Form) <input type="checkbox"/> Emergency Purchase (provide justification below)		
BACKGROUND (Explain in detail the need for product/service and how or where product/service will be used)		
VEHICLE/EQUIPMENT REPLACEMENT (Provide ID Number(s)):		
REQUESTED VENDOR		
COST/ACCOUNT INFORMATION	Total Cost:	Budgeted Amount:
Account Number(s)	\$ Amount	
IF BUDGETED AMOUNT IS INSUFFICIENT, WHERE WILL ADDITIONAL FUNDS BE FOUND?		
ADDITIONAL REMARKS		
Preparer/Date:		Purchasing Receipt Date:
Dept Director Signature/Date:		
Executive Director Signature/Date: (>\$15,000)		

Exhibit 2
Form 3-Sole/Single Source Justification Page 1

SOLE/SINGLE SOURCE JUSTIFICATION FORM (August 2019)			
DATE:			
TO:			
FROM:			
Product/Service Description:			
Part I CHECK ONE: <input type="checkbox"/> FIRST APPLICATION <input type="checkbox"/> RENEWAL SOLE SOURCE/SINGLOE SOURCE/SOLE BRAND/STANDARDIZATION			
It is the policy of the Orlando Melbourne International Airport to consistently purchase goods and services using full and open competition. The Airport is best served when we make sound business decisions based on competitive bids or proposals. Early acquisition planning that includes the Procurement office can help avoid delays and facilitate effective market research. However, there may be instances when other than full and open competition my be justified. When a user department determines that other than full and open competition is necessary or in the best interest of the Airport, appropriate justification for that course of action must be submitted to the Procurement Manager for approval in order to waive the competitive procurement process.			
REQUEST FOR: <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> SOLE BRAND <input type="checkbox"/> SINGLE SOURCE <input type="checkbox"/> STANDARDIZATION (More than one box may be checked)			
SOLE SOURCE (use for single purchases only): The supply of a product or service so uniquely* qualified that it is only available from a <u>solitary source</u> . SINGLE SOURCE (use for single purchases only): The supply of a product or service which may be available from multiple sources, but a specific vendor is uniquely* qualified and meets the users' requirements . SOLE BRAND (use for single purchases only): This is a specified service or product that has unique specifications to successfully meet the needs of the department and no alternate brands are acceptable . STANDARDIZATION (used for multiple purchases and can be combined with the above i.e. Standardization/Sole Source, Standardization Sole Brand, Standardization Sole Source/Sole Brand, etc.): This is the procedure of maintaining methods and equipment as constant as possible because of measurable benefits to the department and/or agency. Competition among distributors of a standardized brand will be attained if possible.			
*DEFINITION OF UNIQUELY: 1. Being the only one of its kind 2. Without equal or equivalent; unparalleled 3. Unusual/extraordinary 4. Characteristic of a particular category, condition, or locality			
Order must be placed by date:		Product/Service needed by date:	
Proposed Vendor Name/Address/Contact Information			
Brand:		Product Number:	
Estimated Cost of Purchase:		Account to be charged:	

Exhibit 2
Form 3-Sole/Single Source Justification Page 2

PART II QUESTIONNAIRE ALL QUESTION MUST BE ANSWERED (ATTACH DOCUMENTATION TO SUPPORT THE FOLLOWING ANSWERS)	
Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities and compatibility. <u>Describe steps undertaken to make this determination:</u>	
Explain why this service provider, supplier, or manufacturer is the unique available source from which to obtain this product or service and describe the efforts made to verify and confirm whether or not this is so. (Obtain and include a letter from the manufacturer (on firm letterhead) confirming claim made by distributors of exclusive distributorships for the product or service if that	
Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this item? If so, what is the estimated annual expenditure?:	
<u>Describe your market research and the results thereof.</u> This should include a description of other similar sources or products available in the market, if any, and why they are not acceptable.	
I certify that the above statements are true and correct, to the best of my knowledge. I also certify that prices obtained are fair and reasonable. I also certify that neither I, nor my family members will gain or receive any additional benefit because I have recommended this acquisition be obtained solely from a designated vendor or contractor.	
Requested by (print name): _____	Date: _____
Dept. Director Signature: _____	Date: _____
DO NOT WRITE BELOW THIS LINE FOR PROCUREMENT USE ONLY	
Reviewed by (print name): _____	
COMMENTS:	
_____ Procurement Manager Signature/Date	
APPROVAL AUTHORITY: In accordance with Melbourne Airport Authority Purchasing procedures please review the information contained herein and make your recommendation to begin/continue the above requested procurement. A review of this recommendation, if a Standardization, will be conducted on an annual basis in June following the approved date.	
APPROVED: _____ Purchasing Manager Signature/Date	
DISAPPROVED: _____ State disapproval reason(s) below:	

Exhibit 2
Form 4-Recommendation for Award

RECOMMENDATION FOR AWARD (Formal Quote/Proposal)		
To: Karen Schlottach, Procurement		From:
Quote/Proposal No.:		Description:
BACKGROUND (Explain in detail the need for product/service and how or where product/service will be used)		
VEHICLE/EQUIPMENT REPLACEMENT (Provide ID Number(s)):		
RECOMMENDED VENDOR (If other than lowest bidder, provide detailed justification)		
COST/ACCOUNT INFORMATION		Budgeted Amount:
Account Number(s)	Total Cost: \$ Amount	
IF BUDGETED AMOUNT IS INSUFFICIENT, WHERE WILL ADDITIONAL FUNDS BE FOUND?		
ADDITIONAL REMARKS		
Preparer:		Purchasing Receipt Date:
Dept Director Signature:		

Exhibit 2
Form 5-MAA Board Item Form

Item A-X Recommendation to Approve (Name of Contract/Project, etc.).

Contract/Project background information

Procurement process/results

Contract/Project details such as Term, Cost, Cost savings, Budget availability, and unique details

Staff recommends approval of the (INSERT CONTRACT/PROJECT NAME) contract and authorization for the Executive Director to execute said contract on behalf of the Authority.

EXAMPLE BOARD AGENDA ITEM

Item A-4 Recommendation to Approve the Award of a Contract with Dittmer Air Conditioning & Heating Services, Inc., for HVAC Preventative Maintenance and Emergent Services.

The Airport and Airport-owned Properties' HVAC systems maintenance, which includes 144 various units, is currently conducted by Airport staff and numerous HVAC companies on a breakdown event callout basis. In order to obtain ongoing professional/certified preventative maintenance, staff created a comprehensive scope of services and issued a Request for Proposals on June 17, 2019, via Demand Star and directly to numerous local HVAC firms. Seven firms attended the mandatory pre-proposal conference.

Staff received two proposals by the submission deadline: CMS Mechanical Services LLC (CMS Nextech) and Dittmer Air Conditioning & Heating Services, Inc. Climatic Refrigeration & Air Conditioning, Inc. presented its proposal late; therefore, it was not accepted by Staff. A three-member team evaluated the two proposals resulting in the following scores: CMS Mechanical Services LLC (CMS Nextech) - 34.3 points out 100 points and Dittmer Air Conditioning & Heating Services, Inc. – 88.3 points out of 100 points.

The contract provides onsite preventative maintenance services by one technician and one assistant Monday through Friday (excluding holidays) between 8:30 a.m. and 5:00 p.m. Emergency response time is within one hour (half hour for the Air Traffic Control Tower).

The contract consists of a two-year base term with three one-year options to commence on October 1, 2019. The 2020 budget allocates \$172,990 for HVAC repair and maintenance. The Base-Period preventative maintenance price is \$133,462 per year for a Base-Period Total of \$266,924. Any increase in Option Period pricing will be based on materials (filters/parts/belts, etc.) market rates and agreed upon prior to exercising any option. The contract also includes 15 percent materials mark-up and fixed hourly rates for technician, assistant, and install crew labor.

Additionally, this contract will allow Airport Maintenance staff to perform and complete tasks delayed due to staff managing HVAC issues.

Staff recommends approval of the HVAC Preventative Maintenance and Emergent Services contract and authorization for the Executive Director to execute said contract on behalf of the Authority.

Exhibit 2
Form 6-Purchase Order Change Order Request



PURCHASE ORDER (PO) CHANGE REQUEST

PURCHASE ORDER NUMBER: _____ TODAY'S DATE: _____
 VENDOR NAME: _____ DEPARTMENT: _____

DESCRIPTION/JUSTIFICATION

ADDING A LINE ON A PO

DEPT: _____ OBJ: _____ PROJECT: _____ QUANTITY: _____ UOM: _____ UNIT PRICE: _____
 DESCRIPTION: _____

CHANGES TO INDIVIDUAL LINES ON PO

PO LINE NUMBER: _____
 INCREASE*: QUANTITY FROM: _____ TO _____ UNIT PRICE FROM \$: _____ TO _____
 NEW LINE TOTAL \$ _____
 DECREASE: QUANTITY FROM: _____ TO _____ UNIT PRICE FROM \$: _____ TO _____
 NEW LINE TOTAL \$ _____
 CANCEL LINE – ITEM HAS NOT BEEN AND WILL NOT BE RECEIVED

PO LINE NUMBER: _____
 INCREASE*: QUANTITY FROM: _____ TO _____ UNIT PRICE FROM \$: _____ TO _____
 NEW LINE TOTAL \$ _____
 DECREASE: QUANTITY FROM: _____ TO _____ UNIT PRICE FROM \$: _____ TO _____
 NEW LINE TOTAL \$ _____
 CANCEL LINE – ITEM HAS NOT BEEN AND WILL NOT BE RECEIVED

CHANGES INVOLVING THE ENTIRE PO

- CANCEL EVERY LINE ITEM ON THIS PO – NOTHING HAS BEEN RECEIVED OR PAID
- CLOSE PO. ALL EXPECTED INVOICES HAVE BEEN PAID AND POSTED

PURCHASING THRESHOLDS	
≤ \$5,000	Specify quote method in comments or attach written quote (preferred).
>\$5000 and ≤ \$15,000	Three written quotes. Approval by Procurement, Finance, Director
> \$15,000 and ≤ \$35,000	Procurement solicited quotes. Attach all quotes/proposals, etc. Approval by Procurement, Director, and Executive Director.
> \$35,000	Procurement solicited formal proposals. Review/Approval by Executive Director and MAA Board. Executive Director executes contract/agreement.

*NOTE: ADDED COST MUST ADHERE TO AIRPORT PURCHASING THRESHOLDS FOR BIDDING AND AVAILABLE BUDGET MUST BE VERIFIED BY DEPARTMENT PRIOR TO SUBMITTING CHANGE ORDER.

REQUESTED BY: _____ DATE _____

MANAGER/DIRECTOR SIGNATURE: _____ DATE: _____

Exhibit 2
Form 7-Local Vendor Affidavit

	LOCAL VENDOR PREFERENCE AFFIDAVIT OF ELIGIBILITY		INTERNAL USE ONLY
	City of Melbourne <i>Procurement Division</i> 900 East Strawbridge Avenue Melbourne, FL 32901		Phone (321) 608-7062
Preference Type: <input type="checkbox"/> Local-City Business <input type="checkbox"/> Local-County Business			
Legal Name of Firm:			
Contact Person:		Telephone:	
Email Address:		Fax:	
Mailing Address:		Physical Address (if different):	
*Melbourne or County Business Tax Receipt Number:		Current Date Issued:	
<input type="checkbox"/> Required copies attached?		Previous Date Issued:	
Number of <u>full-time</u> employees working in the City of Melbourne (for city preference) or Brevard County (for county preference):			
<p>I certify that my company meets the following qualifications to be eligible for local vendor preference:</p> <p>(1) Maintains a valid business tax receipt issued by either the City of Melbourne or Brevard County, at least one (1) year prior to the opening of a bid for which the business may seek local vendor preference, and</p> <p>(2) Maintains a physical business address located within the City of Melbourne or Brevard County, from which the vendor is operating or performing its business, and at which it maintains full-time employees. Note: A post office box shall not be considered a physical business address.</p> <p>I certify that under the penalty of perjury, the foregoing statements are true and correct. I also acknowledge that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for local preference shall lose the privilege to claim local preference status for a period of two (2) years.</p>			
Authorized Signature: _____		Date: _____	
Printed Name: _____		Title: _____	
NOTARY			
Witness: _____		Date: _____	

Exhibit 2
Form 8-Conflict of Interest Form

MELBOURNE AIRPORT AUTHORITY
EVALUATOR'S STATEMENT OF
INDEPENDENCE AND NON-CONFLICT OF INTEREST

Solicitation Number: _____

Project/Contract Title: _____

I, _____, a Selection Committee member for Solicitation # _____, do hereby attest and certify that, to the best of my knowledge, I do not have a conflict of interest* as a result of any personal, financial, or other interest on my part or that of any member of my immediate family, or of my partner(s). Further, I certify that I am not employed by nor do I have any arrangement for future employment with any vendor, proposer, or organization under consideration, nor will I solicit or accept gratuities, favors, or anything of monetary value from any company or organization associated with this Solicitation.

I will independently score each proposal and have no communication or contact with any proposers regarding the proposals.

I agree to evaluate the proposals in an unbiased, fair, and equitable manner, and am not unfairly prejudiced in regard to any of the proposals.

Selection Committee Member Signature

Date

***A conflict of interest is defined as a situation in which a Selection Committee Member has, or appears to have, a financial relationship with a responding proposer, or has a family relationship with any responding proposer.**

A financial relationship includes involvement of the Selection Committee Member and the proposer in a current partnership, joint venture, company, or corporation, and any other relationship that could make it appear that the Member would obtain a monetary benefit if a favorable evaluation was given.

Exhibit 2
Form 9-Property Disposition Form



Melbourne Airport Authority
PROPERTY DISPOSITION FORM

Use this form to dispose of all MAA property

Effective Date of Transfer

Item	Description (Item/Model #)	Qty	Manufacturer	Serial #	Property Tag #	Condition Code
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Notes:

CONDITION CODES			
N New	U Used	A Auction-sell	D Destroy/Demolish
L Lost or stolen	T Trade-in on new equip	X Scrap-donate or sell-explain:	
R Repair-send or take	S Salvage-parts use only	O Other-explain:	

Applicable Sources of Original Asset Purchase Funding			
FAA	FDOT	MAA	Other
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Requester Name: _____

Requester Signature: _____

Department Manager Name: _____

Department Manager Signature: _____

Director of Finance & Administration: _____

Airport Executive Director Signature: _____

Exhibit 2
Form 10-Vendor Registration Form

	VENDOR REGISTRATION CITY OF MELBOURNE PROCUREMENT DIVISION 900 E. Strawbridge Ave Melbourne, FL 32901 Phone: 321-608-7064 • Fax: 321-608-7070	FOR OFFICE USE ONLY VENDOR #

Company Name:			
DBA name:			
Mailing Address (for Purchase Orders)		Remittance Address (for Payment)	
Street		Street	
City		City	
State	Zip	State	Zip
Phone		Phone	
Fax		Fax	
Preferred PO Delivery Method: <input type="checkbox"/> Paper (mail) <input type="checkbox"/> Email to: _____		Preferred Payment Method: <input type="checkbox"/> Visa Card <input type="checkbox"/> Electronic Funds Transfer (ACH)	
Sales Contact Person		Accounts Receivable Contact Person	
Name & Title		Name & Title	
Email Address		Email Address	
Phone Number		Phone Number	

TAX IDENTIFICATION NUMBER (TIN)			
All USA firms that are established as an individual, self-employed or sole proprietorship must provide either their Social Security Number (SSN) or Federal Employer Identification Number (FEIN). All other businesses, such as corporations, must provide their FEIN.			
FEIN		SSN	
Are you a 1099 vendor? (One MUST be selected.)	<input type="checkbox"/> YES <input type="checkbox"/> NO	A completed IRS form W9 must be included with this registration. Please initial to acknowledge _____	
Certification: Under penalties of perjury, I certify that: 1. The payee's TIN is correct 2. The payee is not subject to backup withholding due to failure to report interest and dividend income, and 3. The payee is a U.S. Person			
Signature of U.S. Person			
Printed Name		Date	

PROOF OF INSURANCE
Service Contractors are required to maintain specific types and levels of insurance coverage depending on the services being provided and to submit proof of that insurance coverage in the form of a current Certificate of Insurance or a copy of their policy(s) Declarations Page. ALL REQUIRED INSURANCE MUST REMAIN IN FORCE AND PROOF OF INSURANCE RENEWAL MUST BE SUBMITTED PRIOR TO THE EXPIRATION DATE OF THE ORIGINAL INSURANCE COVERAGE. DIRECT QUESTIONS TO RISK MANAGEMENT AT (321) 608-7823

Vendor's Signature	Title	Date
--------------------	-------	------

PLEASE RETURN FORM AND COMPLETED W9, EITHER BY MAIL OR FAX, TO THE ABOVE LISTED ADDRESS OR FAX NUMBER. REVISED 9/06/18

Exhibit 2
Form 11-Executive Director Action Item >\$15K

AIRPORT EXECUTIVE DIRECTOR ACTION ITEM (>\$15,000)		
DATE: _____		
SUBJECT:		
RE:		
PREVIOUS RELEVANT ACTION:		
DISCUSSION:		
SOLICITATION SUMMARY:		COMPETITIVE SOLICITATION WAIVER:
Issue Date:	# of Firms Solicited:	() Piggyback other entity
Legal Ad Date:	Pre-Proposal Conference:	() Sole/Single Source Purchase
Due Date:	# Proposals Received:	() Emergency Purchase
FINANCIAL:		
RECOMMENDED ACTION:		
CONTRACT TERM:		
COMMENTS:		
Purchasing Manager/Date	Department Director/Date	
Director of Finance & Administration/Date	Executive Director/Date	