

1 **..Title**  
2 **Purchasing and Procurement** – For the purpose of establishing and enacting purchasing and  
3 procurement laws for the City of Annapolis.

4 **..Body**

5 **CITY COUNCIL OF THE**  
6 **City of Annapolis**

7  
8 **Ordinance 29-19**

9  
10 **Introduced by: Mayor Buckley**

11  
12 **Referred to**  
13 **Finance Committee**

14  
15  
16 **AN ORDINANCE** concerning

17  
18 **Purchasing and Procurement**

19  
20 **FOR** the purpose of establishing and enacting purchasing and procurement laws for the City of  
21 Annapolis.

22  
23 **BY** adding the following portions to the Code of the City of Annapolis, 2019 Edition

- 24 6.08.010
- 25 6.08.020
- 26 6.08.030
- 27 6.08.040
- 28 6.08.050
- 29 6.08.060
- 30 6.08.070
- 31 6.08.080
- 32 6.08.090
- 33 6.08.100
- 34 6.08.110
- 35 6.08.120
- 36 6.08.130
- 37 6.08.140
- 38 6.08.150
- 39 6.08.160
- 40 6.08.170
- 41 6.08.180
- 42 6.08.190
- 43 6.08.200
- 44 6.08.220
- 45 6.08.230
- 46 6.08.240

- 1           6.08.250
- 2           6.08.260
- 3           6.08.270
- 4           6.08.280
- 5           6.08.290
- 6           6.08.300
- 7           6.08.310
- 8           6.08.320
- 9           6.08.330
- 10          6.08.340
- 11          6.08.350
- 12          6.08.360

13  
14

15 **SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**  
16 **COUNCIL** that the Code of the City of Annapolis shall be amended to read as follows:

17

18 **Title 6 – REVENUE AND FINANCE**

19

20 **CHAPTER 6.08 – PURCHASING AND PROCUREMENT**

21

22 **Section 6.08.010. Purposes.**

23

24 The purposes of this chapter are to provide an efficient, cost-effective, and equitable system of  
25 public purchasing by the City; obtain the maximum purchasing value of public funds in  
26 procurement; provide for a procurement system of quality and integrity; and permit the continued  
27 development of procurement policies and practices. This chapter shall be construed and applied in  
28 a manner to promote its stated purposes.

29

30 **Section 6.08.020. Scope.**

31

- 32 (a) Except as otherwise provided, this chapter applies to every expenditure of public funds by  
33 the City for public purchasing, irrespective of the source of the funds.
- 34 (b) When a purchase involves federal or state assistance or contract funds or is subject to  
35 federal or state regulations, the purchase shall be conducted in accordance with any  
36 applicable mandatory federal or state law or regulation.
- 37 (c) Nothing in this chapter shall be construed as prohibiting or limiting the City's right to  
38 employ its own personnel to provide services for any purpose, including services for  
39 construction or reconstruction of public improvements, without the need for a competitive  
40 solicitation or any other procurement solicitation method under this chapter.
- 41 (d) This chapter does not apply to the disposition of property for value.

42

43 **Section 6.08.030. Definitions.**

44

45 For purposes of this chapter, the following words and phrases have the meanings indicated:

46

- 1 (a) “Best and Final Offer” means a supplemental offer requested by the Procurement Officer  
2 as part of permitted negotiations under this chapter or from those offerors whose offers are  
3 within a close range of one another.
- 4 (b) “Best Value Basis” means evaluation of offers that allows consideration by the  
5 Procurement Officer of which offer may be in the best interests of the City regardless of  
6 lowest price.
- 7 (c) “Bid” means a written offer to furnish goods or services, insurance, or construction in  
8 conformity with the specifications, delivery terms, conditions, or other requirements in  
9 response to an invitation for bids.
- 10 (d) “Bidder” means a business that submits a bid in connection with an invitation for bids.
- 11 (e) “Blanket Order” means a contract whereby the City agrees to purchase, and the contractor  
12 agrees to sell or provide, goods or services of a designated type that the City may require  
13 at stated unit prices without specifying an exact quantity.
- 14 (f) “Brand name specification” means a specification for goods by a manufacturer’s name or  
15 catalogue number.
- 16 (g) “Business” means a corporation, general partnership, limited partnership, limited liability  
17 partnership, limited liability company, unincorporated association, individual, sole  
18 proprietorship, joint venture, or any other private legal entity through which business is  
19 conducted.
- 20 (h) “Change order” means a written order signed and issued by the Procurement Officer  
21 directing the contractor to make changes that the contract authorizes the City to order  
22 without the consent of the contractor.
- 23 (i) “Collusion” means a secret agreement or cooperation between two or more businesses to  
24 defraud or illegally deprive the City of its rights or to undermine the purposes of this  
25 chapter.
- 26 (j) “Competitive procurement” means either a competitive sealed bid or a competitive sealed  
27 proposal.
- 28 (k) “Competitive sealed bid” means an invitation for bids that defines in specifications the  
29 goods, services, insurance, or construction sought for which a contract award is made to  
30 the lowest responsive and responsible bidder meeting all specifications.
- 31 (l) “Competitive sealed proposal” means a request for proposals that requires the proposer to  
32 submit a cost proposal and a technical proposal for the goods, services, insurance, or  
33 construction sought, and the cost and technical proposals are evaluated based on  
34 predetermined criteria specified in the request.
- 35 (m) “Confidential information” means any information available to a City employee solely  
36 because of the employee's status as an employee of this City and that is not a matter of  
37 public knowledge or available to the public on request.
- 38 (n) “Construction” means the erection, alteration, repair, improvement, or demolition of any  
39 public structure or building, or other public improvements of any kind, including any  
40 draining, dredging, excavation, grading, or similar work on real property, but the term does  
41 not include the routine operation, routine repair, or routine maintenance of existing public  
42 facilities.
- 43 (o) “Contract” means a written agreement, regardless of form or title, between the City and a  
44 contractor for the procurement of goods, services, insurance, or construction.
- 45 (p) “Contract award” means a written notice from the Procurement Officer to the contractor  
46 selected to execute a contract with the City for a specific solicitation.

- 1 (q) "Contract execution" means the execution of a contract by the City and a contractor.
- 2 (r) "Contract file" means all information, regardless of format or form, maintained by the  
3 Procurement Officer relating to a solicitation, an award, or the performance of a contract.
- 4 (s) "Contract modification" means a written alteration or amendment to one or more  
5 provisions of an existing contract, including alterations or amendments to specifications,  
6 delivery requirements, the period for performance, price, and quantity, whether  
7 accomplished by unilateral action in accordance with a contract provision, a change order,  
8 or mutual agreement.
- 9 (t) "Contractor" means any business having a contract with the City to furnish goods, services,  
10 insurance, or construction.
- 11 (u) "Cooperative Procurement" means an arrangement with one or more public entities,  
12 including regional or national cooperatives and quasi-governmental entities established by  
13 law, under which the public entities agree to aggregate demand in order to obtain lower  
14 prices and reduce the cost of procurement, or otherwise obtain more favorable procurement  
15 terms.
- 16 (v) "Electronic communication" means a communication made by electrical, digital, magnetic,  
17 optical, electromagnetic, or other similar means.
- 18 (w) "Equal specification" means the specification of a good that is equivalent in terms of  
19 quality, performance, or other characteristics to a good with a brand name specification.
- 20 (x) "Environmentally preferable purchasing" means the procurement of goods, services,  
21 insurance, or construction in accordance with the goals, recommendations, or policies  
22 established in accordance with Section 2.48.350 of the City Code to the extent possible and  
23 practicable.
- 24 (y) "Formal contract" means a written contract for the procurement of goods, services,  
25 insurance, or construction that includes contract provisions such as scope of work,  
26 compensation, manner, and method of payment, term, acceptance criteria, and City terms  
27 and conditions.
- 28 (z) "Goods" means supplies, materials, equipment, and all tangible property other than real  
29 property.
- 30 (aa) "Invitation for bids" means a formal solicitation through competitive sealed bids where the  
31 contract award is made to the responsive and responsible bidder having the lowest  
32 evaluated bid price.
- 33 (bb) "Micro Purchase" means a contract documented through a purchase order for a  
34 procurement that is not more than \$3,000 made by a using department.
- 35 (cc) "Minor informality or irregularity" means an insignificant, immaterial, or de minimis  
36 defect or variation of an offer from the exact requirements of the solicitation that does not  
37 materially affect the price, quality, quantity, or delivery schedule for the goods, services,  
38 insurance, or construction being procured.
- 39 (dd) "Multi-step sealed bidding" means a solicitation method to obtain a ready source of  
40 qualified potential offerors who can respond to a subsequent solicitation.
- 41 (ee) "Multi-year contract" means a contract entered into for more than one year in accordance  
42 with the requirements of this chapter.
- 43 (ff) "Non-appropriation clause" means language in a contract that permits the City with notice  
44 to the contractor to terminate the contract for lack of sufficient appropriations.
- 45 (gg) "Offer" means a written response by a business to a solicitation to provide the City with  
46 goods, services, insurance, or construction.

- 1 (hh) "Offerer" means a business that submits an offer in connection with a City solicitation.
- 2 (ii) "Procurement" or "purchasing" means buying, purchasing, renting, leasing, or otherwise  
3 acquiring or obtaining any goods, services, insurance, or construction.
- 4 (jj) "Procurement Officer" means the "purchasing agent" or other designee of the Finance  
5 Director to lead all phases of the purchasing and procurement process pursuant to Section  
6 2.20.030.A of this Code.
- 7 (kk) "Professional services" means services, such as accounting, financial advice, legal,  
8 architectural, actuarial, property appraisals, consulting, and lobbying, performed by a  
9 business whose specialized knowledge and academic preparation have led the business to  
10 be a recognized professional within its vocation and, as such, the services are customarily  
11 negotiated because the individuality of the service does not lend itself to a fixed-price bid.
- 12 (ll) "Proposal" means a written offer to supply or furnish goods, services, insurance, or  
13 construction in response to a request for proposals in which competitive sealed proposals  
14 or negotiations are used rather than the competitive bid process.
- 15 (mm) "Proposer" means a business that submits a proposal in connection with a request for  
16 proposals.
- 17 (nn) "Public entity" means any federal, state, or local government, agency, committee,  
18 commission, board, institution, or political subdivision created by federal, state, or local  
19 law to exercise some sovereign power or to perform some governmental duty.
- 20 (oo) "Public notice" means the City's notice of a solicitation by posting a pending procurement  
21 on the City's website and may include other notice, such as publication in a newspaper,  
22 use of an electronic mailing list, or posting on one or more additional websites.
- 23 (pp) "Purchase order" means a document issued by the City that encumbers available  
24 appropriations for the purpose of paying a contractor.
- 25 (qq) "Request for expressions of interest" or "request for information" means a solicitation for  
26 unpriced offers when the Procurement Officer in the Procurement Officer's sole discretion  
27 determines that it is impracticable to initially prepare a purchase description to support a  
28 contract award.
- 29 (rr) "Request for Proposals" means a formal solicitation through a competitive sealed proposal  
30 under which the contract award is made to a responsible proposer through evaluation of  
31 both a cost proposal and a technical proposal.
- 32 (ss) "Responsible bidder" means a business that has the capability in all respects to perform  
33 fully the contract requirements and the tenacity, perseverance, experience, integrity,  
34 reliability, capacity, facilities, equipment, and credit to ensure good faith performance.
- 35 (tt) "Responsive bidder" means a bidder that has submitted a bid that conforms in all material  
36 respects to the invitation for bids.
- 37 (uu) "Responsible offeror" means the same as responsible bidder.
- 38 (vv) "Responsible proposer" means the same as responsible bidder.
- 39 (ww) "Services" means the furnishing of labor, time, or effort by a contractor that does not  
40 require the delivery of a specific end product, other than reports incidental to the required  
41 performance, but the term does not include employment agreements or collective  
42 bargaining agreements.
- 43 (xx) "Small procurement" means a procurement that is less than \$25,000.
- 44 (yy) "Solicitation" means a procurement request by the City for one or more contractors to  
45 provide an offer to provide goods, services, insurance, or construction in accordance with  
46 specified requirements or parameters.

- 1 (zz) “Solicitation method” means the manner and process by which the City seeks offers from  
2 contractors to provide goods, services, insurance, or construction under specified levels of  
3 competition.
- 4 (aaa) “Specification” means any description of the physical or functional characteristics or the  
5 nature of a good, service, insurance, or construction item, and it may include a description  
6 of any requirement for inspecting, testing, or preparing a good, service, insurance, or  
7 construction item for delivery.
- 8 (bbb) “Tie bids” are responsive bids from responsible bidders that are identical in price, terms,  
9 and conditions and that meet all the requirements and evaluation criteria set forth in the  
10 invitation for bids.
- 11 (ccc) “Using department” means any City department, office, or agency that uses goods,  
12 services, insurance, or construction procured under this chapter.
- 13 (ddd) “Written” or “In writing” includes information that is electronically transmitted or stored.  
14

15 **Section 6.08.040. Procurement Officer.**

16  
17 The procurement system shall operate under the direction and supervision of a Procurement  
18 Officer in accordance with the Charter and this Code.

19  
20 **Section 6.08.050. Authority and duties of the Procurement Officer.**

21  
22 The Procurement Officer shall have the authority and responsibility to:

- 23  
24 (a) Procure or supervise the procurement of all goods, services, insurance, and construction  
25 needed by the City;
- 26 (b) Exercise general supervision and control over all inventories of goods belonging to the  
27 City;
- 28 (c) Pursuant to the direction and administration of the Finance Director develop procedures,  
29 standards, policies, and forms as may be necessary for the effective implementation of  
30 this chapter;
- 31 (d) Conduct pre-bid or pre-proposal conferences when appropriate;
- 32 (e) Make written recommendations for the award of contracts;
- 33 (f) Keep informed of current developments in the field of purchasing, prices, market  
34 conditions, and new products or innovations;
- 35 (g) Establish and maintain programs for the inspection, testing, and acceptance of goods,  
36 services, insurance, and construction;
- 37 (h) Maintain contract files associated with procurements;
- 38 (h) Change specifications in solicitations and terminate solicitations;
- 39 (i) Make determinations of responsiveness and responsibility;
- 40 (j) Require bonds, insurance, and other forms of protection for the City in connection with a  
41 procurement;
- 42 (k) Ensure compliance with this chapter by reviewing and monitoring procurements  
43 conducted by any employee with delegated authority under Section 6.08.070; and
- 44 (l) Perform other functions and duties as required by this chapter or as may be assigned by  
45 the Finance Director.  
46

1 **Section 6.08.060. City procurement records.**

2  
3 All determinations and other written records pertaining to any solicitation, contract award, or  
4 performance of a contract shall be maintained for the City in a contract file. All records shall be  
5 maintained for such time as required by state or City law or regulation but in no event less than  
6 three years or according to retention schedules approved by the City and the State of Maryland,  
7 whichever is greater.

8  
9 **Section 6.08.070. Delegation of authority by Procurement Officer.**

10  
11 The Procurement Officer may establish procedures and standards for delegating authority to  
12 employees under the Procurement Officer's direct supervision to purchase goods, services,  
13 insurance, or construction and to make determinations required by this chapter when the  
14 Procurement Officer deems such delegation is appropriate for the effective procurement of those  
15 items.

16  
17 **Section 6.08.080. Types of contracts.**

- 18  
19 (a) Subject to the requirements of this chapter, the Procurement Officer may proceed with a  
20 formal contract, small procurement, or a multi-year contract that is appropriate under the  
21 circumstances and will promote the best interests of the City.  
22 (b) A small procurement documented through a purchase order, as well as accompanying terms  
23 and conditions, satisfies the requirement for a contract.  
24 (c) A formal contract shall be required for procurements whose value is equal to or exceeds  
25 \$25,000, including blanket orders.  
26 (d) A contract may be entered into for any period of time deemed to be in the best interests of  
27 the City provided: (1) the term of the contract and conditions of renewal or extension are  
28 included in the solicitation; (2) funds are appropriated and available for the first fiscal  
29 period at the time of entering into the contract; and (3) the contract includes a non-  
30 appropriation clause for all fiscal periods subsequent to the fiscal period in which the  
31 contract is executed. When funds are not appropriated or otherwise made available to  
32 support continuation of the contract in a fiscal period subsequent to the fiscal period in  
33 which the contract is executed, the contract shall end with no liability, cost, obligation, or  
34 penalty to the City.

35  
36 **Section 6.08.090. Claim by contractor; contract voidable.**

- 37  
38 (a) A City officer, agent, or employee may not order the procurement of any goods, services,  
39 insurance, or construction except under the requirements and conditions of this chapter.  
40 Any purchase order or contract made contrary to the provisions of this chapter is voidable  
41 by the Procurement Officer with the approval of the Finance Director, and the City may  
42 not be bound thereby.  
43 (b) If any officer, agent, or employee of the City knowingly violates or assists in the violation  
44 of any provision of this chapter, the officer, agent, or employee may be subject to  
45 disciplinary actions as prescribed in the Charter, this Code, and City personnel regulations,

1 and the officer, agent, or employee also may be deemed personally responsible for any  
2 costs incurred as a result of an unauthorized procurement.  
3

4 **Section 6.08.100. Source selection; solicitation method.**  
5

6 In accordance with this chapter, the Finance Director or Procurement Officer may approve any  
7 method of procurement source selection or solicitation method that it deems to be in the best  
8 interests of the City.  
9

10 **Section 6.08.110. Formal solicitation—Competitive sealed bid.**  
11

- 12 (a) Formal contracts shall be awarded by full, fair, and open competitive sealed bids.  
13 (b) An invitation for bids shall include specifications and all contractual terms and conditions  
14 applicable to the procurement.  
15 (c) Public notice of the invitation for bids shall be given at least 15 days prior to the date set  
16 for the opening of bids as specified in the invitation for bids, unless the Procurement Officer  
17 determines in writing that circumstances require a shorter notice period.  
18 (d) Bids shall be opened publicly in the presence of one or more witnesses at the time and  
19 place designated in the invitation for bids. The Procurement Officer shall ensure that all  
20 relevant information is recorded, including the amount of each bid and the name of each  
21 bidder. The record and each bid, except for information identified by the bidder as  
22 confidential or proprietary and determined by the Finance Director or Procurement Officer  
23 to be confidential or proprietary, shall be open to public inspection after contract execution.  
24 (e) Bids received after the date and time specified in the invitation for bids may not be  
25 accepted.  
26 (f) Except as authorized in this section, bids shall be accepted without alteration or correction.  
27 Bids shall be evaluated based on the requirements set forth in the invitation for bids, which  
28 may include criteria to determine acceptability such as inspection, testing, quality,  
29 workmanship, delivery, and suitability for a particular purpose. No criteria may be used in  
30 a bid evaluation that were not set forth in the invitation for bids.  
31 (g) The Procurement Officer may waive a minor informality or irregularity if the Procurement  
32 Officer determines that a waiver is in the best interests of the City. The decision of the  
33 Procurement Officer with respect to whether a requirement is a minor informality or  
34 irregularity is final and may not be challenged by a bidder.  
35 (h) Correction or withdrawal of bids; cancellation of contract awards.  
36  
37 (1) When a mistake is discovered before bid opening, the bidder may modify or withdraw  
38 the bid by written or electronic notice received by the Procurement Officer prior to the  
39 time set for bid opening.  
40 (2) When a mistake in a bid is discovered after bid opening, but prior to contract award, the  
41 bid:  
42  
43 a. May be corrected if the mistake made and the intended bid price can be determined  
44 solely from the bid documents submitted, and the Procurement Officer determines that  
45 the mistake was inadvertent and unintentional; or



- 1           b. May be withdrawn by the bidder if the bid was submitted in good faith and the bid  
2           price is substantially lower than other bids due solely to an unintentional arithmetic  
3           error or an unintentional omission of a quantity of work, labor, or material made  
4           directly in the compilation of a bid and the unintentional arithmetic error or  
5           unintentional omission can clearly be shown by objective evidence drawn from an  
6           inspection of the original work papers, documents, and materials used in the  
7           preparation and submission of the bid.  
8
- 9           (3) When an error is discovered in the successful bid after the contract award and the  
10          conditions of subsection 6.08.140.h.2.a. or 6.08.140.h.2.b. of this section are satisfied, the  
11          bid may be corrected or withdrawn, respectively, and the contract award amended or  
12          rescinded as appropriate, provided that no bid correction or contract award modification  
13          shall be permitted that would cause the contract price to exceed the next lowest bid.  
14          (4) A bid may not be withdrawn or a contract award cancelled when the result would be  
15          prejudicial to the interests of the City or fair competition.  
16          (5) If a bid is withdrawn or a contract award cancelled under the authority of this section, the  
17          lowest remaining bid from a responsive and responsible bidder shall be deemed to be the  
18          low bid.  
19          (6) Nothing in this section shall prevent the City from rejecting all bids or cancelling an  
20          invitation for bids if deemed to be in the interests of the City or fair competition.  
21          (7) A decision to permit the correction or withdrawal of a bid or cancellation of a contract  
22          award based upon bid mistakes shall be supported by a written determination made by  
23          the Procurement Officer.  
24
- 25       (i)     Subject to the provisions set forth in this section, contracts shall be awarded to the lowest  
26       responsive and responsible bidder whose bid meets the requirements and criteria set forth  
27       in the invitation for bids.  
28
- 29       (1) When the terms and conditions of the invitation for bids provide that multiple contract  
30       awards may be made, contract awards may be made to more than one bidder.  
31       (2) If the bid from the lowest responsive and responsible bidder exceeds available  
32       appropriations or is deemed excessive in the judgment of the Procurement Officer, the  
33       Procurement Officer may, in consultation with the using department, negotiate with that  
34       bidder to obtain an acceptable contract price. If the negotiations are unsuccessful, the  
35       Procurement Officer may enter into negotiations with the next lowest responsive and  
36       responsible bidder or reject all bids.  
37       (3) When the contract is not awarded to the lowest responsive and responsible bidder, the  
38       Procurement Officer shall prepare and maintain in the contract file a written statement of  
39       the reasons for awarding the contract to another bidder.  
40
- 41       (j)     In the case of a tie bid for the lowest responsive and responsible bid, the Procurement  
42       Officer may negotiate with the tie bidders to obtain best and final offers from each bidder.  
43       The Procurement Officer may make the contract award to the lowest responsive and  
44       responsible bidder based on the best and final offers. The City may also reject all bids and  
45       rebid the contract.

- 1 (k) When it is considered impracticable to initially prepare a purchase description to support a  
2 contract award, a request for expressions of interest may first be issued in accordance with  
3 Section 6.08.130.
- 4 (l) The City may use multi-step sealed bidding when the City wishes to prequalify all offerors  
5 who will be permitted to respond to a subsequent solicitation. Prequalification of an offeror  
6 may not constitute a conclusive determination that an offeror is responsible, and the offeror  
7 may be rejected as non-responsible at any time on the basis of subsequently discovered  
8 information.
- 9 (m) If only a single bid is received and the price is not acceptable to the City, the City may  
10 either negotiate with the bidder for a more acceptable price or reject the bid. If the bid is  
11 rejected, the City may cancel the invitation for bids, re-solicit for bids, or use any other  
12 solicitation method reasonably designed to obtain the best price.

13  
14 **Section 6.08.120. Formal solicitation—Competitive sealed proposals.**

- 15
- 16 (a) Formal contracts may be awarded by competitive sealed proposals when the Procurement  
17 Officer, in consultation with the using department, determines that competitive sealed  
18 bidding is either not practicable or not advantageous to the City.
- 19 (b) The Procurement Officer shall issue a request for proposals indicating in general terms that  
20 which is sought to be procured and the applicable contractual terms and conditions,  
21 including any unique capabilities or qualifications that will be required of the contractor.
- 22 (c) Public notice of the request for proposals shall be given in the manner provided in Section  
23 6.08.110(c).
- 24 (d) There shall be no public opening of proposals, and a proposal may not be handled so as to  
25 permit disclosure of the contents of any proposal to competing proposers, except for the  
26 identity of the proposer, during the evaluation process. The proposals shall be open for  
27 public inspection after contract execution, except for information identified by the proposer  
28 as confidential or proprietary information and determined by the Finance Director or the  
29 Procurement Officer to be confidential or proprietary information.
- 30 (e) Proposals received after the date and time specified in the request for proposals may not  
31 be accepted.
- 32 (f) If provided for in the request for proposals, the Procurement Officer, the using department,  
33 or both may conduct discussions with responsible proposers who submit proposals  
34 determined to be reasonably susceptible of being selected for contract award. The purpose  
35 of the discussions is for clarification so as to ensure full understanding and accuracy of  
36 responses to the requirements in the request for proposals. Proposers shall then be afforded  
37 an opportunity to revise their proposals prior to contract award for the purpose of the City  
38 obtaining best and final proposals. In conducting discussions, the City may not disclose  
39 any information derived from proposals submitted by competing proposers.
- 40 (g) The Procurement Officer in consultation with the using department shall evaluate the final  
41 proposals based on criteria contained in the Request for Proposal on a best value basis and  
42 shall rank in order of preference the most qualified proposers. The Procurement Officer  
43 may request best and final offers from one or more proposers and may negotiate contracts  
44 with the highest ranked proposer or proposers. The contract shall be awarded to the highest  
45 ranked proposer with whom a satisfactory contract has been negotiated. If a contract  
46 satisfactory to the City cannot be reached, negotiations may be terminated, and the

1 solicitation process may start over. If at any time during the process the Procurement  
2 Officer determines in writing that only one proposer is fully qualified or that one proposer  
3 is more highly qualified than the others under consideration, the Procurement Officer may  
4 negotiate and award a contract to that proposer.

- 5 (h) Multiple contract awards may be made under a single request for proposals if the request  
6 for proposals provides for multiple contract awards.  
7

8 **Section 6.08.130. Formal solicitation—Selection Based on Qualifications**  
9

- 10 (a) Formal contracts may be awarded through qualifications-based selection when the  
11 Procurement Officer, in consultation with the using department, determines that  
12 competitive sealed bidding or competitive sealed proposals are either not practicable or not  
13 advantageous to the City. This competitive selection may be used for projects that are not  
14 well defined and need flexibility and adaptability to establish the scope of work, are of an  
15 unusual nature, or are exceptionally complex.
- 16 (b) The Procurement Officer shall issue a request for statements of qualifications indicating in  
17 general terms a preliminary scope of work and the applicable contractual terms and  
18 conditions, including any unique capabilities or qualifications that will be required of the  
19 contractor.
- 20 (c) Public notice of the request for statements of qualifications shall be given in the manner  
21 provided in Section 6.08.110(c).
- 22 (d) There shall be no public opening of statement of qualifications proposals, and a proposal  
23 may not be handled so as to permit disclosure of the contents of any proposal to competing  
24 proposers, except for the identity of the proposer, during the evaluation process. The  
25 proposals shall be open for public inspection after contract execution, except for  
26 information identified by the proposer as confidential or proprietary information and  
27 determined by the Finance Director or the Procurement Officer to be confidential or  
28 proprietary information.
- 29 (e) Proposals received after the date and time specified in the request for proposals may not  
30 be accepted.
- 31 (f) If provided for in the request for statement of qualifications proposals, the Procurement  
32 Officer, the using department, or both may conduct discussions with responsible proposers  
33 who submit proposals determined to be reasonably susceptible of being selected for  
34 contract award. The purpose of the discussions is for clarification so as to ensure full  
35 understanding and accuracy of responses to the requirements in the request for proposals.  
36 Proposers shall then be afforded an opportunity to revise their proposals prior to contract  
37 award for the purpose of the City obtaining best and final proposals. In conducting  
38 discussions, the City may not disclose any information derived from proposals submitted  
39 by competing proposers.
- 40 (g) The Procurement Officer in consultation with the using department shall evaluate the final  
41 proposals based on criteria contained in the request for statement of qualifications and shall  
42 rank in order of preference the most qualified proposers. The Procurement Officer may  
43 request best and final offers from one or more proposers and may negotiate contracts with  
44 the highest ranked proposer or proposers. The contract shall be awarded to the highest  
45 ranked proposer with whom a satisfactory contract has been negotiated. If a contract  
46 satisfactory to the City cannot be reached, negotiations may be terminated, and the

1 solicitation process may start over. If at any time during the process the Procurement  
2 Officer determines in writing that only one proposer is fully qualified or that one proposer  
3 is more highly qualified than the others under consideration, the Procurement Officer may  
4 negotiate and award a contract to that proposer.

- 5 (h) Multiple contract awards may be made under a single request for proposals if the request  
6 for proposals provides for multiple contract awards.  
7

8 **Section 6.08.140. Formal Solicitation—Request for expressions of interest.**  
9

- 10 (a) A request for expressions of interest may be used to:  
11

- 12 (1) Obtain essential procurement information needed to prepare a subsequent solicitation; or  
13 (2) Resolve technological or programmatic questions as to how the City requirements can  
14 best be supplied.  
15

- 16 (b) As determined by the Procurement Officer, public notice of the request for expressions of  
17 interest shall be given in the manner provided in section 6.08.110(c).

- 18 (c) A request for expressions of interest shall contain evaluation factors and an explanation of  
19 how any resulting list of offerors who may be eligible to receive a subsequent solicitation  
20 shall be determined.

- 21 (d) A selection committee established by the Procurement Officer shall review and evaluate  
22 the offers and recommend a list of offerors who will be eligible to receive a subsequent  
23 solicitation.

- 24 (e) A request for expressions of interest does not directly lead to the award of a contract. Only  
25 those offerors determined to be eligible to receive a subsequent solicitation may participate  
26 in any subsequent solicitation. A subsequent solicitation may be accomplished through an  
27 invitation for bids or a request for proposals. Offers received under a request for  
28 expressions of interest may also form a basis for justifying a non-competitive contract  
29 award.  
30

31 **Section 6.08.150. Small Procurements.**  
32

- 33 (a) A procurement that is less than \$25,000 may be made in accordance with small  
34 procurement procedures established by the Procurement Officer and approved by the  
35 Finance Director without soliciting competitive sealed bids or competitive sealed  
36 proposals. The small procurement procedures shall require the Procurement Officer to  
37 ensure that requests for quotes or offers are made to no fewer than three businesses that  
38 can meet the City's needs based on a best value basis.

- 39 (b) The award of a small procurement shall be made to the lowest responsible and responsive  
40 business meeting the City's needs. The Procurement Officer shall maintain a record in the  
41 contract file of the businesses asked to provide quotes and the names of the businesses who  
42 responded to the request, including the date and amount of each quote.  
43

44 **Section 6.08.160. Cooperative and bridge procurements.**  
45

- 1 (a) The City may participate in, sponsor, conduct, or administer cooperative procurement  
2 agreements with one or more other public entities, including regional or national  
3 cooperatives and quasi-governmental entities established by law, when it is in the best  
4 interests of the City to do so.
- 5 (b) The City may contract with any contractor who offers goods, services, insurance, or  
6 construction on the same scope of work and price terms as provided to other public entities  
7 who have arrived at those terms through a competitive procurement procedure similar to  
8 the competitive procedure used by the City in a solicitation.

9

10 **Section 6.08.170. Contracting with public entities.**

11

12 The City without competitive procurement may contract directly with other public entities,  
13 including regional or national cooperatives and quasi-governmental entities established by law, for  
14 goods or services when the same goods or services were obtained through competitive  
15 procurement procedures by the other public entity or are performed or provided by a public entity.

16

17 **Section 6.08.180. Joint use of facilities.**

18

19 The City without competitive procurement may enter into agreements or memoranda of  
20 understanding with other public entities for the common use or lease of facilities upon terms agreed  
21 upon between the parties.

22

23 **Section 6.08.190. Non-competitive procurement.**

24

- 25 (a) A contract of any value may be awarded without competitive procurement when the  
26 Procurement Officer determines based on a good faith review of available sources that:
- 27
- 28 (1) There is only one source practicably available for the required goods, services, insurance,  
29 or construction that can meet the City's needs. The basis for identifying a sole source  
30 includes:
- 31
- 32 a. Proprietary, patented, or copyrighted items or information available from only one  
33 source;
- 34 b. The valid performance or delivery due dates required by the City can be met by only  
35 one source;
- 36 c. The required compatibility of equipment, accessories, software, or replacement parts  
37 can be met by only one source, the availability of used machinery or equipment is  
38 limited, or a delay in procurement would be detrimental to the City;
- 39 d. The City requires for trial use or testing an item or service available from only one  
40 source; or
- 41 e. A continuous series of procurements from a single source over a period of time is  
42 advantageous as demonstrated by a cost benefit analysis from the using department  
43 showing that considerations of training, replacement parts, and compatibility with  
44 existing capital investments justify the use of a sole source.
- 45

- 1 (2) An emergency procurement is permissible in accordance with Section 11.48.070 of this  
2 Code;
- 3 (3) A contractor has been specifically identified in a grant accepted by the City; or
- 4 (4) The time required to comply with procurement would not otherwise benefit the public  
5 good, provided that any procurement shall be limited to only those goods or services  
6 necessary to meet the applicable situation, shall conform to the procurement requirements  
7 to the extent practicable under the circumstances, and shall be documented for the purpose  
8 and basis.
- 9
- 10 (b) The Procurement Officer shall maintain a record of non-competitive procurements that lists  
11 each contractor's name, the amount and type of each contract, a listing of the item procured  
12 under each contract, and the reasons justifying the non-competitive procurement.
- 13 (c) The Procurement Officer shall submit to the Finance Director an annual report of all non-  
14 competitive procurement contracts.
- 15

16 **Section 6.08.200. Exemptions from competitive procurement requirements.**

17

18 In addition to other provisions in this chapter, the following are exempt from the requirements for  
19 a competitive procurement:

20

- 21 (a) Professional services;
- 22 (b) Rentals or purchases of land and improvements;
- 23 (c) Goods purchased from a public auction sale, including an internet auction, provided a  
24 written determination is made in advance by the Procurement Officer that documents the  
25 purchase is in the best interests of the City;
- 26 (d) Purchases for special or sensitive police work that require confidentiality to protect the  
27 City, its employees, or residents, when the Chief of Police certifies to the Procurement  
28 Officer that the purchases are needed for special or sensitive police operations;
- 29 (e) Expenditures for travel, subscriptions, courses, seminars, conventions, and membership  
30 dues;
- 31 (f) Advertising;
- 32 (g) Temporary employment services;
- 33 (h) Acquisition of works of art for public display;
- 34 (i) Sponsorship agreements; and
- 35 (j) Independent contractors.
- 36

37 **Section 6.08.210. Environmentally preferable purchasing.**

38

39 The Procurement Officer shall comply with the goals, recommendations, or policies established in  
40 accordance with Section 2.48.350 of the City Code regarding environmentally preferable  
41 purchasing.

42

43 **Section 6.08.220. Micro Purchases.**

44

45 Notwithstanding the requirements of Section 6.08.080, a using department may make expenditures  
46 of not more than \$3,000 without the prior approval of the Procurement Officer if the procurement

1 is made in accordance with procedures governing Micro Purchases established by the Procurement  
2 Officer.

3  
4 **Section 6.08.230. Right to cancel solicitations; right to reject offers.**

- 5  
6 (a) The Procurement Officer may cancel a solicitation when cancellation is in the best interests  
7 of the City. The reasons for the cancellation shall be made a part of the contract file.  
8 (b) The Procurement Officer may reject in whole or in part any or all offers for a solicitation.  
9

10 **Section 6.08.240. Responsibility of offerors.**

- 11  
12 (a) A contract may not be awarded to an offeror that is not responsible. The Procurement  
13 Officer shall make a determination as to the capability of the offeror to fully perform the  
14 contract requirements in all respects. When a competitive procurement is used, the  
15 Procurement Officer's determination of non-responsibility shall be made in writing.  
16 (b) The Procurement Officer shall consider any factors that the Procurement Officer deems  
17 relevant to determining whether an offeror is responsible and shall also consider the  
18 following factors:  
19  
20 (1) Price and other criteria set forth in the solicitation;  
21 (2) The ability, capacity, organization, facilities, skill, and financial resources of the  
22 offeror to perform the contract or provide the services required within the time  
23 specified without delay, interruption, or interference;  
24 (3) The character, integrity, reputation, judgment, experience, and efficiency of the  
25 offeror;  
26 (4) The quality of performance of previous contracts or services for the City or other  
27 businesses and past unsatisfactory performance for any reason is sufficient to justify a  
28 finding of non-responsibility;  
29 (5) The offeror's previous and existing compliance with laws and ordinances relating to a  
30 contract or services;  
31 (6) The offeror's sufficiency of financial resources to perform the contract or provide the  
32 services;  
33 (7) The offeror's ability to provide any required future maintenance and services;  
34 (8) The certification of an appropriate accounting system, if required by the type of  
35 services to be provided under the contract;  
36 (9) Bid security and the ability of the offeror to furnish a performance security;  
37 (10) The ability of offeror to furnish sufficient insurance;  
38 (11) The offeror's status and standing with the Maryland State Department of Assessments  
39 and Taxation; and  
40 (12) Past debarment by the City or another public entity.  
41  
42 (c) An offeror is deemed to be non-responsible if the offeror has been disbarred by a public  
43 entity or is in default on payment of taxes, licenses, fees, fines, or other monies due the  
44 City for whatever reason.

- 1 (d) The Procurement Officer may find an offeror non-responsible if the offeror fails to provide  
2 in a timely manner information requested by the Procurement Officer in connection with  
3 an inquiry relating to responsibility.
- 4 (e) Confidential or proprietary information furnished by an offeror pursuant to this section  
5 may not be made public without the prior written consent of the offeror or as otherwise  
6 required by law. The offeror shall indicate on a document if the offeror believes that  
7 document contains confidential or proprietary information. The Procurement Officer or  
8 Finance Director shall determine whether he or she concurs that the document contains  
9 confidential or proprietary information. If the Procurement Officer or Finance Director  
10 does not concur that the identified information is confidential or proprietary, the City shall  
11 provide the offeror with reasonable notice and a reasonable opportunity to request a court  
12 to prevent its release.

13  
14 **Section 6.08.250. Related construction projects.**

15  
16 Contracts may be awarded without a competitive procurement for construction of improvements  
17 if:

- 18  
19 (a) The City improvements consist of a portion of a single structure or of a complex of related  
20 structures, and the structure or complex contains both City and private improvements or  
21 City and another public entity improvements;
- 22 (b) The party with whom the City contracts for construction of the City improvements is also  
23 constructing the private or other public entity improvements within the single structure or  
24 complex of related structures; and
- 25 (c) The Procurement Officer makes a written determination that this method of procurement  
26 is in the best interests of the City.

27  
28 **Section 6.08.260. Contract extensions.**

29  
30 Unless otherwise provided in the solicitation, an extension of an existing contract may be awarded  
31 without a competitive procurement upon a written finding by the Procurement Officer that  
32 circumstances warrant the extension.

33  
34 **Section 6.08.270. - Standard contract provisions.**

35  
36 Contracts shall include standard provisions that may be authorized or required by law or by a  
37 procedure or policy or purchasing manual approved by Finance Director.

38  
39 **Section 6.08.280. Incentive contracting.**

40  
41 Construction contracts may include provisions that:

- 42  
43 (a) Afford the contractor the opportunity to share in cost savings realized by the City when  
44 project costs are reduced by the contractor during construction without negatively affecting  
45 the quality of the project. The City shall pay as a separate cost any fee charged by the



1 project engineer or architect for determining the cost savings, and the fee may not be  
2 calculated as part of, or be deducted from, cost savings.

- 3 (b) Offer early completion, performance measures, or other award fees based on the  
4 performance of the contractor.  
5

6 **Section 6.08.290. - Brand name specifications or equal specifications.**  
7

- 8 (a) The Procurement Officer may use brand name specifications or equal specifications when  
9 the Procurement Officer determines in writing that:

- 10  
11 (1) No other design or performance specification or qualified product list is available;  
12 (2) Time does not permit the preparation of another form of purchase description that does  
13 not include a brand name specification;  
14 (3) The nature of the product or the City's requirements make use of a brand name  
15 specification or equal specification suitable for the procurement; or  
16 (4) Use of the brand name specification or equal specification is in the City's best interests.  
17

- 18 (b) Unless otherwise provided in the solicitation, the name of a certain brand, make, or  
19 manufacturer conveys the general style, type, character, and quality of the goods desired.  
20 The Procurement Officer shall accept goods that the Procurement Officer in the  
21 Procurement Officer's sole discretion determines to be the equal of that specified,  
22 considering quality, workmanship, economy of operation, and suitability for the purpose  
23 intended.

- 24 (c) The Procurement Officer shall seek to identify sources from which the designated brand  
25 name or equal item may be obtained and shall solicit such sources to achieve the greatest  
26 degree of price competition practicable.  
27

28 **Section 6.08.300. Bid security to guarantee that the offeror enters into a contract.**  
29

- 30 (a) Bid security to guarantee that the successful offeror timely enters into a contract is required  
31 when contract performance and payment security is required. Bid security may also be  
32 required for other contracts at the discretion of the Procurement Officer.  
33 (b) Bid security to guarantee that the successful offeror timely enters into a contract shall be  
34 in the form of a bond provided by a surety company authorized to do business in the State  
35 of Maryland, cash, letter of credit, or other form satisfactory to the City.  
36 (c) Bid security for a construction contract shall be in an amount equal to at least five percent  
37 (5%) of the amount of the offer. Bid security for other contracts shall be in an amount  
38 determined by the Procurement Officer to sufficiently guarantee that the offeror to whom  
39 the contract is awarded will enter into the contract for the work described in the solicitation.  
40 (d) A successful offeror shall forfeit the bid security upon the offeror's failure to enter into a  
41 contract within the time specified in the solicitation or contract award.  
42 (e) When a solicitation requires bid security, failure to provide the required bid security shall  
43 cause the offer to be rejected.  
44 (f) If an offeror is permitted to withdraw an offer before contract award or is excluded from  
45 the competition, no action shall be taken against the offeror or the bid security.  
46

1 **Section 6.08.310. Contract performance and payment security.**

2  
3 (a) When a construction contract is awarded, the following bonds executed by a surety  
4 company authorized to do business in the State of Maryland or other security in the form  
5 of cash, a letter of credit, or other form satisfactory to the City shall be delivered to the City  
6 and become binding on the parties upon execution of the contract:

7  
8 (1) A performance bond or other security payable to the City and conditioned upon the  
9 faithful performance of the contract, including all warranties and guarantees.

10 (2) A payment bond or other security for the protection of payment to all businesses  
11 supplying labor and materials, including lessors of equipment to the extent of the fair  
12 rental value and contractors or subcontractors for the payment of the work provided for  
13 in the contract.

14  
15 (b) The performance bond shall be in an amount equal to the total price specified in the  
16 contract. The payment bond shall be in an amount equal to the total price specified in the  
17 contract.

18  
19 **Section 6.08.320. Additional security.**

20  
21 Nothing in this chapter shall be construed to limit the authority of the Procurement Officer to  
22 require any bonds or other security in addition to those specified in this chapter or other applicable  
23 law.

24  
25 **Section 6.08.330. Protest and appeal procedures.**

26  
27 (a) An offeror shall file a written protest of contract award with the Procurement Officer not  
28 later than three business days after the release of the Notice of Award. A protest based on  
29 alleged improprieties in the solicitation that are apparent either before the offer opening or  
30 before the closing date for receipt of initial offers shall be filed not later than three business  
31 days before the opening date. Oral objections are not protests.

32 (b) An offeror shall file a written protest of offer rejection with the Procurement Officer not  
33 later than three business days from the date of its rejection. Oral objections are not protests.

34 (c) In order to be considered by the Procurement Officer, all written protests shall include the  
35 following:

- 36  
37 1. Name and address of protestor.  
38 2. Solicitation number.  
39 3. Reasons for protest.  
40 4. Supporting exhibits, evidence, or documents to support protest.

41  
42 (d) For offers of \$10,000 or more, there will be a "Protest Filing Fee" of \$500. For offers under  
43 \$10,000, there will be a "Protest Filing Fee" of \$100. This fee may be refunded at the sole  
44 discretion of the Procurement Officer.

45 (e) The Procurement Officer will review the offeror's protest and provide a written response  
46 to the offeror by certified mail not more than ten business days of receipt of protest.

- 1 (f) The offeror may appeal the decision by the Procurement Officer to the Finance Director.  
2 The offeror shall file a written appeal not later than three business days from receipt of the  
3 Procurement Officer's response. Oral objections are not appeals. The appeal must comply  
4 with subsection (c) of this section, but may include any additional documentation as  
5 deemed necessary and appropriate by the offeror.
- 6 (g) The Finance Director will review the offeror's appeal and provide a written response to the  
7 offeror by certified mail not more than fifteen business days of receipt of appeal to the  
8 Finance Director.
- 9 (h) The offeror may appeal the decision by the Finance Director to the City Manager. The  
10 offeror shall file a written appeal with the City Manager not later than three business days  
11 from the receipt of the Director's response. Oral objections are not appeals. The appeal  
12 must comply with subsection (c) of this section, but may include any additional  
13 documentation as deemed necessary and appropriate by the offeror.
- 14 (i) The City Manager or the City Manager's duly authorized designee shall review the offeror's  
15 appeal and provide a written response to the offeror by certified mail not more than twenty  
16 business days of receipt of appeal to the City Manager.
- 17 (j) The written decision of the City Manager or the City Manager's duly authorized designee  
18 is final and binding.
- 19 (k) If a timely protest or appeal of a contract award occurs as described in this section, the  
20 applicable contract shall not be executed until the review process is completed and a final  
21 decision is rendered or until a determination is made by the Finance Director that a contract  
22 award is required to protect the interests of the City. The Procurement Officer shall notify  
23 all affected offerors promptly in the event that a protest or appeal has been filed.  
24

#### 25 **Section 6.08.340. Multiple bidding.**

- 26
- 27 (a) Unless multiple or alternate offers are requested in a solicitation, more than one offer  
28 received in response to a single solicitation from a business, including any affiliate, under  
29 the same or different names shall result in the rejection of all offers submitted by the  
30 business.
- 31 (b) Reasonable grounds for believing that an offeror is interested in more than one offer for a  
32 solicitation, both as an offeror and as a subcontractor for another offeror, shall result in  
33 rejection of all offers in which the offeror is interested. However, a business acting only as  
34 a subcontractor may be included as a subcontractor for two or more offerors submitting an  
35 offer for the solicitation.
- 36 (c) Offerors rejected under the above subsections (a) and (b) shall be disqualified if they  
37 respond to a re-solicitation for the same goods, services, insurance, or construction.
- 38 (d) The Procurement Officer may waive the requirements in subsection (b) of this section upon  
39 a written determination that the City's interests would be best served by a waiver.  
40

#### 41 **Section 6.08.350. Collusive bidding.**

- 42
- 43 (a) When the Procurement Officer suspects collusion among offerors, any or all offers may be  
44 rejected. The Procurement Officer shall send a written notice of the suspicion to the City  
45 Attorney, who may refer it to the State's Attorney Office for prosecution.

- 1 (b) All documents involved in any procurement in which collusion is suspected shall be  
 2 retained until the City Attorney approves their destruction.  
 3

4 **Section 6.08.360. Authority to debar or suspend contractors.**  
 5

- 6 (a) After reasonable notice to the business involved and a reasonable opportunity for the  
 7 business to be heard, the Procurement Officer, after consulting with the City Attorney, is  
 8 authorized to debar a business for cause from consideration for award of contracts. The  
 9 debarment shall be for a period of not more than two years. During the pendency of a  
 10 debarment proceeding, a contractor may be suspended from receiving a contract award for  
 11 a period not to exceed six months.

- 12 (b) The causes for debarment and temporary suspension include:  
 13

- 14 (1) Conviction for the commission of a criminal offense as an incident to obtaining or  
 15 attempting to obtain a public or private contract or subcontract or in the performance of  
 16 a contract or subcontract;  
 17 (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery,  
 18 falsification, or destruction of records, receiving stolen property, or any other offense  
 19 indicating a lack of business integrity;  
 20 (3) Conviction under state or federal antitrust statutes arising out of the submission of offers;  
 21 (4) Violation of contract provisions so serious as to justify a debarment action, including:  
 22  
 23 a. Deliberate failure without good cause to perform in accordance with the  
 24 specifications or within the time limit provided in the contract; or  
 25 b. A recent record of failure to perform or of unsatisfactory performance in accordance  
 26 with the terms of one or more contracts, except that a failure to perform or  
 27 unsatisfactory performance caused by acts beyond the control of the contractor may  
 28 not be considered as a basis for debarment.  
 29  
 30 (5) Any other cause determined to be so serious and compelling as to affect responsibility as  
 31 a City contractor, including debarment by another public entity for any cause listed in this  
 32 chapter; and  
 33 (6) Violation of Chapter 2.08 of this code or any provision of this chapter.  
 34

- 35 (c) The Procurement Officer shall issue a detailed written decision to debar that shall be sent  
 36 by certified mail to the debarred or suspended business.  
 37 (d) A decision of the Procurement Officer to debar a contractor may be appealed in accordance  
 38 with the same procedures and deadlines for a contract award or offer rejection as described  
 39 in Section 6.08.320.  
 40

41 **SECTION II: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**  
 42 **ANNAPOLIS CITY COUNCIL** that this ordinance shall take effect from the date of its passage.  
 43  
 44

45 **Explanation:**

46 UPPERCASE indicates matter added to existing law.

1  
2  
3

~~Strikethrough~~ indicates matter stricken from existing law.  
Underlining indicates amendments.