



CITY OF LAWRENCE

PURCHASING PROCEDURES

ADOPTED APRIL 17, 2001

PURCHASING PROCEDURES

City of Lawrence

PLACEMENT OF ORDERS

All purchases over \$1,000 require a purchase order. Authority for making purchases for the City for less than \$1,000 rests with the individual departments. Purchases over \$1,000 must be approved by the City Manager.

FORMAL BIDS

Lawrence's administrative policy requires that all purchases in excess of \$15,000 must be placed through competitive bidding. This includes internal capital improvement purchases. All requests for bids will be advertised in the City's official newspaper, the Lawrence Daily Journal World, and will be published once. They will also be placed on the City's web page. Formal sealed bids must be submitted in accordance with the terms of the Invitation to Bid. Authorization of bid openings will be made to all bidders. All bids are awarded by City Commission approval. The City Commission reserves the right to refuse all or any part of a bid when it is in the best interest of the City.

F.O.B.

All prices should be quoted F.O.B., Lawrence, Kansas.

TAXES

The City of Lawrence is tax exempt as a political subdivision under Section 4221 (b) of the Internal Revenue Code and K.S.A. 79-3606(b). Exemption certificates will be provided upon request. Payments for goods purchased for use by the water division of the Utilities Department are not exempt, unless they become part of the product sold.

PAYMENT

Payment to vendors are made weekly. Normally, vendors are paid 30 days from invoice date. Discounts for earlier payment will be taken provided that the invoice has been approved. All invoices should be submitted to:

Accounts Payable
City of Lawrence
P.O. Box 708
Lawrence, Kansas 66044

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CHAPTER 1: GENERAL PROVISIONS

1.1 Purposes

The underlying purposes of this manual are:

1. To simplify, clarify, and modernize the procedures governing purchasing by the City;
2. To encourage the continued development of purchasing policies and practices;
3. To provide for increased public confidence in the procedures followed in city purchasing;
4. To ensure the fair and equitable treatment of all persons who deal with the purchasing system of this City;
5. To provide increased economy in City purchasing activities and to maximize the purchasing value of City funds;
6. To foster effective broad-based competition; and
7. To provide safeguards for the maintenance of a purchasing system of quality and integrity.

1.2 Application to City Procedures

This manual shall apply to every expenditure of city funds under any contract, except that the provisions of this manual are subordinate to the purchasing requirements of any grant or contract between the City and other governments, and subordinate to any federal, state, or city law governing city purchasing. This manual shall not prevent the City from complying with the terms and conditions of any grant, gift, bequest, or cooperative agreement.

1.3 Authority of the Finance Director

1. Central Purchasing Officer of the City. The Finance Director shall serve as the central purchasing officer for the City. Consistent with the provisions of this manual, and with the approval of the City Manager, the Finance Director may adopt operational procedures governing the purchasing system.
2. Duties and Responsibilities. The Finance Director shall, under the supervision of the City Manager:
 - a) Purchase or supervise the purchasing of all supplies, services, and construction needed by the City;
 - b) Exercise general supervision and control over all inventories.
 - c) Sell, trade, or otherwise dispose of surplus supplies belonging to the City;

- d) Approve user department programs for the inspection, testing, and acceptance of supplies, services, and construction.

1.4 Authority of Purchasing Agent

Shall work under the direction of the Finance Director and shall be responsible for the daily operations of the Purchasing Division.

1.5 Delegation of Authority by the Finance Director

Subject to the regulations of the City Manager, the Finance Director may delegate authority to designees or to any department.

1.6 Responsibilities of Department Heads

In accordance with this manual, the department head shall:

1. Inform departmental personnel of the purchasing requirements and ensure adherence.
2. Plan purchases under \$15,000 in order to allow the department *sufficient time* to obtain proposals or quotations, determine best vendor, and issue orders or contracts with reasonable lead time for delivery; and, eliminate avoidable emergencies.
3. Provide accurate and complete information on items requested and timely preparation of requisitions.
4. Prepare item descriptions and assist the Purchasing Division in negotiation for supplies, services or construction when requested; and, suggest possible vendors.
5. Furnish the Purchasing Division with complete specifications for supplies, services or construction for purchases over \$15,000.
6. Designate, with approval of the Finance Director, certain employees authority to make requests to purchase certain items.
7. To inspect or supervise the inspection of delivered supplies, services and constructions and, determine acceptableness of their quality, quantity, and conformance with specifications.

1.7 Collection of Purchasing Data

The Finance Director shall cooperate with all Departments in the preparation of statistical data concerning the purchase, usage, and disposition of all supplies, services, and construction, and employ such trained personnel as may be necessary to carry out this function. All Departments shall furnish such reports as the Finance Director may require concerning usage, needs, and stocks on hand, and the Finance Director shall have the authority to prescribe forms to be used by Departments in making purchase requisitions, in ordering, and in

reporting of supplies, services and construction.

For competitive sealed bidding, the user departments are to inform the Purchasing Department of the items they wish to purchase. They are also responsible for submitting specifications far enough in advance to allow for review by Purchasing Agent prior to mailing. All vehicle specifications must also be reviewed by the Central Maintenance Garage.

Bid packages are not mailed to the vendors until they have been reviewed and approved by the Dept., Purchasing Dept., Central Garage (if applicable) and Finance Director.

The following time schedule outlines the steps in competitive bidding:

- Request for bid date and final bid specifications due to Purchasing Agent at least two weeks prior to requested bid date
- Bid packages will be mailed on Wednesday; official notice sent to the Lawrence *Journal World* for publication and the bid placed on the City's web page.
- Bids will be opened on Tuesday, two weeks after they are mailed to the vendors
- Bids will be reviewed by user department and returned to Purchasing Agent by 3:00 p.m. Wednesday following bid opening.
- Bid tabulations will be made and given to the City Commission for the following Tuesday's meeting (must be in Commissioner's packets on Thursday.)

1.8 Public Access to Purchasing Information

Purchasing information shall be a public record to the extent provided in the Open Records Act, K.S.A. 45-216 et seq. and K.S.A. 12-120 et seq., and shall be available to the public and retained as provided in such statutes.

1.9 Definitions

The words defined in this Section shall have the meanings set forth below whenever they appear in this manual:

1. **Bid** means an offer, as a price, whether for payment or acceptance. A bid can either be an offer to the City by a vendor or a buyer.
2. **Bid Security** means a guarantee, in the form of a bond or deposit, that the bidder, if selected, will sign the contract as bid; otherwise the bidder (in the case of a deposit) or the bidder or their guarantor (in the case of a bond) will be liable for the amount of the bond or deposit.

3. **Change Order** means a written order signed by the Finance Director or designee, directing the contractor to make changes in the contract.
4. **Compost Products** means mulch, soil amendments, ground cover, or other landscaping material derived from the biological or mechanical conversion of cellulose-containing waste materials.
5. **Construction** means the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings or real property.
6. **Contract** means all types of City agreements, regardless of what they may be called for the purchase or disposal of supplies, services, or construction.
7. **Contract Modification** means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
8. **Contractor** means any person having a contract with the city.
9. **Cost-Reimbursement Contract** means a contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this manual, and a fee, if any.
10. **Emergency Purchases** means purchasing of supplies, services, or construction where the urgency of need does not permit the delay in utilizing formal competitive selection methods. The City Manager or a designee may make or authorize others to make emergency purchases when there exists a threat to public health, welfare, or safety under emergency conditions provided that such emergency purchases shall be made with such competition as is practical under the circumstances.
11. **Employee** means an individual covered by the City's Employee Handbook.
12. **Environmentally Preferable Products** means products that have a lesser impact on human health and the environment when compared with competing products. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, and/or disposal of the product.

13. **Invitation for Bids** means all documents, whether attached or incorporated by reference, utilized for soliciting bids.
14. **May** denotes the permissive.
15. **Practicable** means sufficient in performance and available at a reasonable cost
16. **Purchasing** means buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection and solicitation of vendors, preparation and award of contract, and all phases of contract administration.
17. **Purchase Description** means the words used in a solicitation to describe the supplies, services, or construction to be purchased, and include specifications attached to, or made a part of, the solicitation.
18. **Purchase Requisition** means that document whereby a User Department requests that a contract be entered into for a specified need, and may include, but is not limited to, the technical description of the requested time, delivery schedule, transportation criteria for evaluation, suggested vendors, and information supplied for the making of any written determination required by this manual.
19. **Reasonable Cost** means competitive cost plus up to 5 percent.
20. **Recycled Products** are products manufactured with waste material that has been recovered or diverted from solid waste. Recycled material may be derived from post-consumer waste (material that has served its intended use and been discarded by a final consumer), industrial scrap, manufacturing waste, or other waste that would otherwise have been disposed of.
21. **Request for Sealed Proposals** means all documents, whether attached or incorporated by reference, utilized for soliciting proposals.
22. **Request for Quotation** means an informal offer or bid containing price and other terms made by a vendor in writing, by telephone, or verbally.
23. **Responsible Bidder of Offeror** means a person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

24. **Responsive Bidder** means a person who has submitted a bid which conforms in all material respects to the Invitation for Bids.
25. **Services** means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance.
26. **Shall** denotes the imperative.
27. **Sole Source of Supply** means there is only one source for the required supply, service, or construction item due to uniqueness of the product, quality or performance of the item, or need to maintain uniformity with past purchases.
28. **Specification** means any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspection, testing, or preparing a supply, service, or construction item for delivery.
29. **Supplies** means all property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.
30. **Surplus Supplies** means any supplies no longer having any use to the City. This includes obsolete supplies, scrap materials, and nonexpendable supplies that have completed their useful life cycle.
31. **Department** means any office or department of the City that utilizes any supplies, services or construction purchased under this manual.
32. **Vendor** means a seller of supplies, services, and construction.

CHAPTER 2: PURCHASING PROCESS

2.1 General Purchasing Process

The following purchasing process will be generally complied with from requisition through receiving.

1. Department determines requirements.
2. Department is responsible for obtaining at least 3 quotes for the items and/or services to be purchased for items over \$1000, unless formal bids are required.
3. Department prepares requisition for items over \$1,000 by utilizing the on-line computer requisition system, entering such items as:
 - item description
 - quantity unit cost
 - vendor
 - budget account number
 - quotes obtained.
4. Requisition is approved by authorized department personnel
5. Purchasing agent reviews requisition verifying information is correct and account number is valid and appropriate.
6. The following person(s) are authorized to approve contract awards for the amounts stated:
 - a) Department Head or designee - \$1000.00 or less
 - b) Finance Director or Purchasing Agent - \$1,000.00 or less
 - c) City Manger - \$15,000.00 or less (City commission approval is required for purchases over \$15,000.00 except for when the City Commission delegates this authority).
7. Purchase Order or other contract is executed.
8. User department verifies receipt of order in good condition to the Accounts Payable Division.
9. Payment of claims as made in accordance with K.S.A. 12-105a,b.

2.2 Requisition (Over \$1,000)

1. Purpose. The requisition is designed to assist the user departments in initiating the first step in the purchasing process. It shall be used by the department to:
 - a) Inform the Department of Finance of anticipated expenditure.
 - b) Advise the Purchasing Agent of the need to purchase supplies, services and construction over \$1000.
 - c) Request authorization to purchase their items.

A requisition shall be initiated with sufficient time to allow adequate time for review and preparation by the Purchasing Division.

2. Preparation. Except as provided in subsection 1, any department wishing to make a purchase over \$1000 will prepare an on-line requisition which should contain at least the following information:
 - a) Department making the request.
 - b) Date prepared and date needed.
 - c) Location for delivery of goods.
 - d) Purchase description and specifications of items and amounts required.
 - e) Suggested vendor.
 - f) Budget Account Number.
3. Processing. The requisition is sent to the purchasing division via on-line computer system. The purchaser verifies the availability of funds, the adequacy of specifications and determines whether or not additional bids are needed. If the account lacks sufficient funds, the department head may drop the request or request a transfer of budget authority.

2.3 Purchase Orders

Purchase orders will only be issued for items costing in excess of \$1000 or in situations where one is required by the vendor.

1. Purpose. The executed Purchase Order is the City's order authorizing the vendor to deliver the specified supplies, services, or construction. Information contained on the Purchase Order shall be stated clearly and completely to avoid misunderstandings and unnecessary follow-up correspondence with vendors. Only the Purchasing Division shall prepare the Purchase Order.
2. Small purchases costing \$1000.00 or less. Upon receipt of the merchandise the invoice will be delivered to accounts payable for processing. The use of a purchase order for small purchases should be limited to only the vendors that require a purchase order and to inventoried items.
3. Blanket Purchase Orders. Blanket purchase orders are used upon approval of the Finance Director, for those vendors from whom many repetitive purchases are made as supplies are required and amounts exceed \$1000 per month. Rather than issue a purchase order for each purchase, one purchase order is issued for a period of time, depending on quantity and/or the time span for which the items are needed, but not to exceed six months. Blanket purchase orders shall stipulate the items

covered and the time period. Blanket purchase orders shall not be used to circumvent competitive bidding. Frequently, the user department shall summarize the transaction(s) along with supporting documents such as signed counter tickets bills of lading, etc., and forward to Accounts Payable for payment indicating the appropriate blanket purchase order number.

2.4 Receiving

1. Purpose. The Department verifies actual receipt of supplies, services and construction in good condition, and are of the specified quantity and quality to the Accounts Payable Division. This verification should be done as soon as possible so the City can receive any payment discounts offered for prompt payment. Payment shall not be made until the verification is received by Accounts Payable and the purchase order is checked against the invoice.
2. Inspecting and Testing. Inspection and testing of delivered items usually occurs at the time of delivery or pickup by the department. The department may not have the technical knowledge or facilities to perform adequate inspection and/or testing; but, will attempt to observe obvious defects or shortcomings. Departments shall exercise reasonable care to insure that the quantity and quality of the delivered goods are as ordered.
3. Partial Shipments. If receiving verification forwarded to the Accounts Payable Division indicates only a partial shipment has been received, the invoice will be compared with the partial receiving verification, and if they agree, partial payment will be made.

CHAPTER 3: STANDARDIZATION AND SPECIFICATIONS

3.1. Purpose

It is important that items be standardized and purchased in accordance with carefully drawn specifications.

1. Use of Standardization. Standardization takes advantage of lower prices from buying in bulk. It also lowers the administrative cost of purchasing by reducing the total number of purchases made. Standardization consists of consolidating similar requirements into a single specification.
2. Use of Specifications. Specifications are a clear and complete description of the essential requirements which items should meet. All specifications shall seek to promote overall economy to the purposes intended and encourage competition in satisfying the City's needs and shall not be unduly restrictive. Specifications should be regularly updated to reflect technological changes.

3.2 Types of Specifications

Most specifications shall have the characteristics of one or more of the following types: (listed from more to less desirable)

1. Open specification - a description of all physical and functional features which may incorporate words or phrases from widely accepted industrial or governmental specifications which have been developed and approved in accordance with the procedures outlined in Section 3.3.
2. Design Specification - describes in detail a precise configuration, measurement, tolerance, material, standard or a method of testing or inspection.
3. Performance Specification - describes a result of capability to be achieved by an item such as speed, output, maintainability, or reliability.
4. Sample Specification - requires match of sample submitted to vendors; sometimes entails substantial inspection and testing to determine actual match.
5. Equal Products Specification - uses a brand name or trade name as a descriptive term or definition as a requirement; with a phrase "or equal". Opens way to controversy as to what is "equal".
6. Multi-Products Specification - names two or more specific products. Often an unfairly limit competition.

7. Single Products Specification - designates only one manufacturer brand, trade name or catalog number which denies competition. Sometimes, this can not be avoidable where highly technical or specialized products are required.

3.3 Specification Development

1. Department - Shall determine its needs; research available and alternative products by means of manufacturer product brochures, consultation with purchasing agent and/or contracts with salespersons; and prepare and compile purchase description that can be incorporated into a specification format. If vehicle or mobile equipment, the Garage Manager shall have input into the departments' research. To the extent practicable, similar specifications of governmental units and commercial trade organizations should be used. The benefits of simplification, standardization, and interchangeableness of equipment and spare parts should be evaluated.
2. Preparation and Approval of Specifications. All specifications and revisions to specifications shall be prepared and issued by the Department. If outside professional assistance is utilized in preparing specifications for items of a specialized or technical nature, they also shall adhere to the nonrestrictiveness purpose when preparing specifications.
3. Review of Specifications. The Purchasing Agent shall review all draft specifications to provide comments. Comments on the draft have had a reasonable opportunity to comment, the Purchasing Agent returns the draft of the standard specifications to the Department for preparation of the final draft. The Department and the Director of Finance shall give their approval before a final draft is issued.

Chapter 4: Vendor Selection and contract Formation

4.1 Methods of Vendor Selection

Unless otherwise authorized by law, the methods of vendor selection shall be as provided in Sections 4.2 through 4.5.

Purchasing requirements *shall not* be artificially divided so as to constitute a smaller purchase to avoid a more competitive method of vendor selection.

4.2 Competitive Sealed Bidding - \$15,000 or more

1. Conditions for Use. Contracts exceeding \$15,000 shall be awarded by competitive sealed bidding unless it is determined by City Manager that this method is not practical. Factors to be considered in determining whether competitive sealed bidding is or is not practical shall include whether:
 - a) Specifications can be prepared that permit on the basis of either the lowest or the lowest evaluated bid price; and,
 - b) The available sources, the time and place of performance, and other relevant circumstances that are appropriate for the use of competitive sealed bidding.
2. Invitation for Bids. An Invitation for Bids shall be issued and shall include a purchase description, and all contractual terms and conditions applicable to the purchase.
3. Public Notice. Adequate public notice of the invitation for Bids shall be given by mailing to as many prospective bidders as reasonable and posting the Notice To Bidders on the City's web page. Such notice shall also be published at least once in the official city newspaper allowing reasonable time prior to bid opening. The notice shall be filed with the City Clerk and be open to public inspection.
4. Bid Opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The amount of each bid, and other relevant information, together with the name of each bidder shall be recorded. The record of bids shall be open to public inspection.
5. Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this manual. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids, which may include criteria to determine

acceptability, such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria affecting bid price, such as discounts, transportation costs, and total of life cycle costs should be requested in the Invitation for Bids. No criteria may be used in bid evaluation that are not set forth in the Invitation for Bids.

6. Correction or Withdraw of Bids: Cancellation of Awards. Correction or withdrawals of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted after authorization by the City Manger. After bid openings no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted.
7. Award. The contract shall be awarded or rejected with reasonable promptness. Award will be made to the lowest responsible bidder who submits a responsive bid which is most advantageous to the City.

4.3 Purchasing Procedures - over \$1000

1. Conditions for Use. Contracts may be competitively negotiated when one of the following conditions apply.
 - a) Purchase value is less than \$15,000 with the discretion of City Manager. To the extent possible, the department designee shall request quotations from at least three (3) qualified vendors. These may be requested in person or by telephone, fax, e-mail, Internet and/or in writing. The City Manager may require competitive bidding for items under \$15,000.
 - b) When the purchase value is over \$15,000 and it is determined by the City Manager that the use of competitive sealed bidding is either not practical (see 4.2.0) or economic considerations preclude using formal solicitation and negotiation procedures. In such cases quotations shall be requested from a reasonable number of qualified vendors by a method approved by the City Manager.
 - c) When the purchase value is over \$15,000 a contract may be entered into by competitive sealed proposals under certain conditions. Generally, competitive sealed proposals, may be used under the following conditions:
 - 1) The purchase is for professional services (See Chapter 5)
 - 2) The purchase is for technical or non standard supplies.
 - 3) The purchase is of complex services.

2. Competitive Proposals Procedures:

- a) Sealed proposals shall be solicited through a Request for Proposals. The Request for Proposals shall state the relative importance of price and other evaluation criteria.
- b) Adequate public notice of the Request for Proposals shall be given in the same manner as provided in Section 4.2 (Competitive Sealed Bidding, Public Notice).
- c) Sealed proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation.
- d) As provided in the Request for Proposals, discussions may be conducted with responsible offerors for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of sealed proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.
- e) Award shall be made to the responsible offeror whose sealed proposal is determined to be the most advantageous to the city taking into consideration price and the evaluation criteria set forth in the Request for Proposals.

4.4 Purchase Procedures - \$1000 or less

1. Conditions for use. Purchases not to exceed an aggregate amount of \$1000 may be accomplished without securing competitive quotations if the prices are considered to be reasonable. However, departments should verify the competitiveness of the prices on a regular basis. At least every three years, the Purchasing Agent shall review prevailing costs of labor and materials and recommend revision of this aggregate amount if justified by intervening changes.
2. Purchasing Cards. Purchasing cards are issued at the request of individual departments. Due to liability concerns, cards must be issued to individuals rather than to departments or divisions. Cards may only be used by the individual to whom the card was issued. To be eligible to receive a card, you must have the authority to purchase goods, materials, and services on behalf of the City.

Purchasing Cards are not intended to avoid or bypass appropriate purchasing or payment procedures, therefore the cardholder needs to have proper authorization

before purchases are made. The City of Lawrence Visa Purchasing Card can be used anywhere Visa cards are accepted (barring any program restrictions placed on individual cards), therefore most small dollar items or services, such as books, subscriptions, and supplies, can be purchased with the card.

a) Purchasing Card Restrictions:

- Transaction limit of \$1000
- Maximum transactions allowed per day is five
- Maximum dollar limit per cycle of \$3,000
- No Cash Advances
- No Liquor Stores
- Other restrictions may apply to individual cards, depending on the needs of the cardholder and the desires of the department.

b) Cardholder Agreement: Before a purchasing card is issued, the cardholder must sign the Purchasing Cardholder Agreement. This agreement details the responsibilities of the cardholder and possible consequences of misusing the purchasing card.

c) Account Reconciliation: Cardholders are responsible for retaining all receipts. At the end of each billing cycle, the cardholder completes a purchasing log, which is reviewed by the department coordinator. The department coordinator reconciles the receipts with the credit card statement and forwards the approved purchasing log to Accounts Payable for payment.

3. Petty Cash. The Petty Cash fund may be used for the purchase of miscellaneous small items of supplies or equipment not exceeding \$75.00 without prior approval of the Finance Director. The maximum amount and purposes of the Petty Cash fund is created by City Resolution pursuant with K.S.A. 12-171. (Also see K.S.A. 12-825a concerning Petty Cash fund for City water works.)
4. Purchases under \$1000. The use of a purchase order for purchases under \$1000 is mandatory for inventoried items otherwise, no other purchase orders will be produced for items under \$1000 unless required by the vendor.

4.5 Noncompetitive Selection

1. Condition for Use. A contract may be awarded for a supply, service, or construction item without competition as determined under the following circumstances:
 - a) Price established by law.
 - b) Emergency purchases.
 - c) Resale purposes.
 - d) Sole source of supply.
 - e) Purchase from another governmental unit at a price deemed less than commercially available.

4.6 Types of Contracts

Subject to the limitations of this manual, any type of contract which will promote the best interest of the City may be used; provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost-reimbursement contract may be used only when a determination is made that such contract is likely to be less costly to the City than any other type or that it is impractical to obtain the supplies, services, or construction required except under such a contract.

CHAPTER 5: CONTRACTING FOR PROFESSIONAL SERVICES

5.1 Purpose

It is the policy of the City to publicly announce requirements for professional services and to negotiate contracts over \$15,000 for professional services according to the provisions of this Chapter and Section 4.3. Award shall be made to the offeror determined to be the best qualified on the basis of demonstrated competence and qualification for the type of services required, and at fair and reasonable prices.

5.2 Professional Services

Professional services are associated with the following disciplines:

1. Financial, accounting and auditing services.
2. Engineering and land surveyors.
3. Architectural services.
4. Professional planners.
5. Management consultant studies.
6. Labor-management consultants.
7. Insurance consultants.
8. Testing and inspection services.
9. Photographic, art or marketing services.
10. Other similar services when authorized by City Manager.

5.3 Initial Screening

The user department shall contact the list of prospective consultants provided by the City Manager/City department(s) requesting expressions of interest and statements of qualifications in providing such types of services. Factors considered in the initial screening include:

1. Experience of the firm in the type of service required.
2. Number, availability and location of qualified personnel offered.
3. References on performance.

5.4 REQUEST FOR PROPOSALS (RFP)

Based on the results of the initial Screening, at least three firms should be invited to submit a detailed proposal. The following are the principal items to be included in any Request for Proposal:

1. Instructions to the prospective offerors specifying when, to whom, and where proposals should be sent.
2. A purchase description and the objectives of the project.
3. An estimate of the services required, including staff and resources and an indication of any monetary limits.
4. Require a description of the overall work plan the consultant is expected to carry out and an explanation of the relationship between the consultant and City staff.
5. A starting and completion date for each phase of the work plan.
6. A breakdown of estimated project costs, listing separately those attributed to expenses for such things as travel and phones, etc., and those for consultant services by class of consultant.
7. The identification and background of each member of the consultant firm expected to work on the project.

5.5 Negotiation

Upon receipt of the sealed proposals, a selection committee designated by the City Manager or City Commission shall review the proposals, interview the prospective consultants and rank the firms according to quality of their offers. The determination of ranking shall take into account, in the following order of importance, the professional competence of offerors, the technical merits of offers, and the price for which the services are to be rendered. Negotiation with the highest qualified firm may be undertaken to obtain a contract incorporating the scope of services, method of contracting, price and terms and conditions determined to be fair and reasonable to the City. Negotiations with the second most qualified firm may then be undertaken concurrently until a contract is successfully negotiated that is most advantageous to the City.

5.6 Award

The selection committee shall submit the successfully negotiated contract to the City Manager to review and submit to the City Commission for their approval

CHAPTER 6: INTERGOVERNMENTAL PURCHASING.

6.1 Cooperative Purchasing Authorized

The City, acting through the City Manager, may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the purchase of any supplies, services, or construction with one or more units of government in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between units of government and open-ended State contracts which are made available to cities.

6.2 Cooperative Activities

1. The City may sell to, acquire from or use any supplies belonging to another unit of government independent of the requirements of Chapter 4 (Vendor Selection and Contract Formations).
2. The City may cooperatively use supplies and services with other governmental units.
3. The City may participate in the common use or lease of warehousing facilities, capital equipment, and other facilities.
4. The City will provide personnel, information and technical services, at its discretion, to the principles of open competition.

6.3 Restrictions on Cooperative Activities

Cooperative purchasing is permitted only when the unit of government assuming administrative responsibility conducts its purchasing operations according to the principles of open competition. All the participants in cooperative purchasing must agree to abide by all contractual requirements, including prompt payment of invoices.

CHAPTER 7: BONDS AND CONTRACT CLAUSES

7.1 Bid Security

1. Requirement for Bid Security. A certified cashier's check, bid bond, or money order made payable to the City of Lawrence, Kansas, in the amount of 5% of the bid is required of all bidders for construction projects and may be required for some equipment purchases. The bid bond of the successful bidder may be used to insure the delivery of the equipment at the specified time and/or the successful completion of the project.
2. Withdrawal of Bids. After the bids are opened, they shall be irrevocable for the period specified in the Invitation for Bid, except as provided in Section 4.2. If a bidder is permitted to withdraw their bid before bid opening, no action shall be made against the bidder or the bid security. Withdrawal of a winning bid, upon the discretion of the City Manager, may result in the removal of the vendor from the City's active vendor list for a period not to exceed three years.

7.2 Performance and Payment Bonds

1. When Required -- Amounts. When a contract is awarded, the following bonds or security shall be delivered to the City, if the City Manager deems appropriate, and shall become binding on the parties upon the execution of the contract:
 - a) A performance bond satisfactory to the City, executed by a surety company authorized to do business in Kansas or otherwise secured in a manner satisfactory to the City, in an amount equal to 100% of the price specified in the contract; and
 - b) A payment bond to the State of Kansas satisfactory to the City, executed by a surety company authorized to do business in Kansas or otherwise secured in a manner satisfactory to the City, for the protection of all persons supplying labor, materials, equipment or supplies to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100% of the price specified in the contract and shall otherwise comply with the requirements of K.S.A. 60-111I.
2. Authority to Require Additional Bonds. Nothing in this Section shall be construed to limit the authority of the City to require other security in specified in subsection (1) of this Section.
3. Suits on Payment bonds -- Right to Institute. Every person who has furnished labor or material to the contractor or its subcontractors for the

work provided in the contract, in respect of which a payment bond is furnished under this Chapter, shall have the right to sue on the payment bond for any amount unpaid at the time suit is instituted and to prosecute the action for the amount due the person in the manner prescribed by Article II of Chapter 60 of the Kansas Statutes Annotated.

4. Suits on Payment Bonds -- Where and When Brought. Every suit instituted upon a payment bond shall be brought in the District Court of Douglas County, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material was supplied by the person bringing suit. The obligee named in the bond need not be joined as a party in any such suit.

7.3 Contract Clauses and Their Administration

1. Contract Clauses. The City manager may require the inclusion in City construction, supplies and service contracts, clauses providing for adjustments in prices, time of performance, or other contract provisions when appropriate, including but not limited, to the following subjects:
 - a) Changes in the work and changes in the time of performance of the contract;
 - b) Variations occurring between estimated quantities of work and actual quantities;
 - c) Suspension of work ordered by the City;
 - d) Site conditions differing from those indicated in the contract, or ordinarily encountered, except that differing site conditions clauses need not be included in negotiated contracts, or when the contractor provides the site or design, or when the parties have otherwise agreed with respect to the risk of differing site conditions;
 - e) Liquidated damages as appropriate;
 - f) Specified excuses for delay or nonperformance;
 - g) Termination of the contract for default;
 - h) Termination of the contract in whole or in part for the convenience of the City.
2. Modification of Required Clauses. The Finance Director or designee may vary the contract clauses for inclusion in any particular contract; provided that the circumstances justify such variations and provided that notice of any such material variation be stated in the Invitation for Bids or Request for Proposals.

CHAPTER 8: LEGAL AND CONTRACTUAL REMEDIES

8.1 Authority to Resolve Controversies

1. Right to Protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract, or contract or breach of contract controversy may protest to the Finance Director. The protest shall be submitted in writing within 5 days after such aggrieved person is aware of or should have been aware of the facts giving rise thereto.
2. Authority to Resolve Protest. The Finance Director, or designee shall have the authority, prior to commencement of an action in court concerning the controversy to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract, or a contract or breach of contract controversy.
3. Decision. If the protest is not resolved, the aggrieved party may appeal the Finance Director's decision within 5 days to the City Manager. The City Manager, after reviewing the situation shall issue a decision stating the reasons for the action taken which shall be final and conclusive, unless stayed or reversed by a court of competent jurisdiction.
4. Stay of Procurements During Protest. In the event of a timely protest, the City shall not proceed further with the solicitation or with the award of the contract until all administrative or judicial remedies have been exhausted unless a determination is made that the award of the contract without delay is necessary to protect substantial interest of the City.

8.2 Authority to Debar or Suspend

1. Authority. After reasonable notice and opportunity for the person to be heard, the City Manager or designee shall have authority to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period of more than three years. Also a person may be suspended from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. A suspension can be extended until resolution of any criminal proceeding.
2. Causes for Debarment. The causes for debarment include the following:
 - a) conviction for commission of a criminal offense in obtaining or attempting to obtain or in the performance of a public or private contract or subcontract;

- b) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty;
- c) conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- d) violation of contract provisions of a character which is regarded by the City Manager to be so serious as to justify debarment action;
- e) any other cause the City Manager determines to be so serious and compelling as to affect responsibility as City contractor;
- f) for violation of the ethical standards set forth in Chapter 11 (Ethics in City Contracting).

CHAPTER 9: DISPOSAL OF PROPERTY

9.1 Scope

Surplus and obsolete property may be transferred, sold, offered as a trade-in, or destroyed. Abandoned and confiscated property shall be sold or destroyed. Any property disposed of will be stripped of all identification as City property.

9.2 Methods of Disposition

Depending on the nature of the item, Purchasing may choose one of the following methods of disposition:

1. Transferring to another City department.
2. Returning to manufacturer or vendor.
3. Trade in.
4. Sale by auction or sealed bids.
5. Selling as scrap.
6. Destruction.

9.3 Sale Proceeds

Pursuant to K.S.A. 13-14a02, all proceeds from all lost or stolen securities, money or personal property, (e.g., bicycles, abandoned cars, etc.), which have been unclaimed and in the possession of any department for six (6) months, together with the proceeds of all unclaimed or confiscated property of any nature, which have been in the custody of the Police Department for a period of six (6) months, shall be placed in the Employee Benefit Fund (KP&F) provided for payment of pension and disability benefits. Since The Employee Benefit Fund has been closed the funds are placed in the general fund.

All other proceeds resulting from the sale of surplus or obsolete property shall be placed in the appropriate fund.

9.4 Terms and Conditions of Sale

Depending on the nature of the items and the method of sale selected, the following terms and conditions shall be used;

1. Inspection. Prospective buyers will be allowed time prior to the sale to inspect items.
2. No Warranty. No warranty or guarantee of any kind is given by the City. All items are offered for sale "as is", "here at", and "without recourse".

3. Removal. The successful bidder will be required at their own risk and expense to remove any items bid upon within the time specified in the bid document. Receipt of each unit must be signed by the purchaser or their duly authorized agent at the time the item is removed. Any item not called for or left behind will be considered as abandoned, and the City has the right to dispose of same in any manner whatsoever.
4. Upset Price. In some instances, minimum prices will be established. In such cases, items will not be sold below that minimum price. The City reserves the right to accept or reject any or all bids.

9.5 Report of Disposition

The Finance Department must be advised of the disposition of all items in order that inventory records may be maintained. The Finance Department shall indicate the disposition on the inventory records.

CHAPTER 10: ENVIRONMENTAL PROCUREMENT POLICY

10.1 SCOPE

The City of Lawrence wishes to purchase environmentally preferred products and services which have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose. The purpose of this policy is to support the purchase of products that will minimize negative environmental impacts of our work and support markets for recycled and other environmentally preferable products. The purchase of these products is preferred whenever they perform satisfactorily and are available at a reasonable cost.

10.2 POLICIES

1. All City Department personnel will purchase recycled and environmentally preferable products whenever practicable. The Finance Department will establish a price preference of up to 5 percent for recycled paper products and other recycled and environmentally preferable products. This price preference shall be established in advance of any bid and may be modified from time to time at the discretion of the Finance Department with the objective of maximizing the City's purchase of environmentally preferable products to the extent practicable.
2. All imprinted letterhead paper, envelopes and business cards used by City of Lawrence Departments shall be recycled paper and bear a symbol identifying the paper as recycled provided the quality and pricing meets the above criteria.
3. The percentages of post-consumer content (minimum 10%) and recycled content (minimum 20%) will be spelled out in the bid specifications for letterhead and other paper grades based on industry availability;
4. Whenever practicable, the City will ensure that contracts issued by its Departments require recycled and environmentally preferable products.
5. Ensure that request for bids and proposals issued by the City require the contractors and consultants to use recycled paper in their bid applications; when practicable.
6. City Departments shall use both sides of paper sheets whenever practicable in printing and copying.
7. The City shall to the extent possible initiate a pilot program to test the

capabilities of re-refined automotive oils. Such a pilot program shall be limited to non-emergency vehicles and be subject to product availability.

8. The City shall to the extent possible initiate a pilot program to test the durability of recycled plastic outdoor products that may include benches, tables, fencing and receptacles.
9. The City shall to the extent possible initiate a pilot program to purchase retread tires for use on a targeted group of vehicles meeting the functional criteria and performance requirements for such use. Such a pilot program will not include police, fire, ambulance or any other emergency vehicle used in the course of protecting the health and safety of the residents of the city.

10.3 SELECTED ENVIRONMENTAL PRODUCTS

The Finance Department in coordination with other city departments will evaluate the following environmentally preferable products and purchase them whenever the evaluation is favorable.

1. Recycled paper and paper products
2. Remanufactured laser printer toner cartridges
3. Re-refined antifreeze.
4. Re-refined lubricating and hydraulic oils.
5. Recycled plastic outdoor wood substitutes.
6. Re-crushed cement concrete aggregate and asphalt.
7. Cement and asphalt concrete containing glass cullet, recycled fiber, plastic, tire rubber, or fly ash.
8. Remanufactured (retread) tires and products made from recycled tire rubber.
9. Compost.
10. Cleaning products with lowered toxicity.
11. Water-saving products.
12. Other products designated by the Finance Department.

10.4 RESPONSIBILITIES OF WR/R DIVISION:

1. Develop and maintain information about environmentally preferable products and recycled products containing the maximum practicable amount of recycled materials, to be purchased by departments whenever possible. Initially, these shall include the products designated in Section 4.0.
2. Inform departments of their responsibilities under this policy, provide departments with information about recycled product and environmental procurement opportunities, and develop reporting procedures with departments.
3. Promote the use of recycled and other environmentally preferable products by publicizing and educating others about the procurement program.
4. Coordinate with the Purchasing Agent about environmentally preferable products and products containing recycled materials.
5. Coordinate pilot programs with Purchasing Agent and affected Departments, monitor, track and report product evaluation findings.
6. Provide annual written reports on the implementation of this policy to the City Manager, Public Works Director, and Solid Waste Division Manager.

10.5 RESPONSIBILITIES OF PURCHASING AGENT:

1. Review request for bids and request for proposals, as appropriate and reasonable, to determine if they exclude the use of environmentally preferable products as defined in Section 4.0. Specifications should be redrafted to allow for the use of environmentally responsible products whenever practicable.

10.6 RESPONSIBILITIES OF OTHER CITY DEPARTMENTS

1. Each department shall purchase recycled paper products whenever practicable.
2. Each department shall evaluate environmentally preferred and recycled products to determine the extent to which they may be reasonably used by the department.
3. Coordinate with the Purchasing Agent and the Waste Reduction and Recycling

Division to report:

1. The results of product evaluation.
2. The status of efforts to maximize environmental purchasing.
4. Ensure that contracts issued by the department requires purchasing in compliance with this policy wherever practicable.

10.7 EXEMPTIONS

Nothing within this policy shall be construed as requiring the purchase of products that do not perform adequately or are not available at a reasonable price.

CHAPTER 11: ETHICS IN CITY CONTRACTING

11.1 General Standards of Ethical Conduct

1. General Ethical Standards for Employees: Any attempt to realize personal gain through City employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of a public trust. In order to fulfill this general prescribed standard, employees must also set the specific standards set forth in this chapter.
2. General Ethical Standards for Non-Employees: Any efforts to influence any City employees to breach the standards of ethical conduct set forth in this Chapter is also a breach of ethical standards.

11.2 Employee Conflict of Interest

Pursuant to K.S.A. 75-4304, it shall be a breach of ethical standards for any City employee, in his or her capacity as such employee, to make or participate in the making of a contract with any person or business by which he is she is employed or in whose business he or she has a substantial interest, and no such person or business shall enter into any contract where any City officer or employee, acting in such capacity, is signatory to or a participant in the making of such contract and is employed by or has a substantial interest in such person or business. A City officer or employee does not make or participate in the making of a contract if he or she abstains from any action in regard to the contract.

This section shall not apply to the following:

1. Contracts let after competitive bidding has been advertised for by published notice; and,
2. Contracts for property or services for which the price or rate is fixed by law.

11.3 Employee Disclosure Requirements

An employee who has, or obtains any benefit from, any City contract with a business in which the employee has a financial interest shall report such benefit to the Finance Director; provided, however, this Sections shall not apply to a contract with a business where the employee's interest in the business has been placed in an independent trust. Any employee who knows or should have known of such benefit, and fails to report such benefit to the Finance Director, is in breach of ethical standards.

11.4 Gratuities and Kickbacks

1. Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase requisition, influencing the content of any specification or purchasing standard, rendering of advice, investigation, auditing, or in any other advisory capacity, in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. Gratuities shall not mean pens, calendars, or other novelty items used for advertising purposes, meals or other meeting circumstances for the purpose of conducting or discussing official business.
2. Kickbacks. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract or order to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

11.5 Prohibition Against Contingent Fees

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

11.6 Restrictions on Employment of Present and Former Employees

1. Contemporaneous Employment Prohibited. Except as may be expressly permitted by the City manager, it shall be a breach of ethical standard for any City employee who is participating directly or indirectly in the purchasing process to become or be, while being a City employee, the employee of any person contracting with the City.
2. Restrictions on Former Employees. It shall be a breach of ethical standards for any former employee within one year after City employment has ceased, to knowingly act as a principal, or as an agent for anyone other than the City, in connection with any;

- a) Judicial or other proceeding, application, request for as a ruling, or other determination against the City;
- b) Contract with the City;
- c) Claim against the City; or
- d) Charge or controversy, in which the employee participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while any employee, where the City is as a party or has as a direct or substantial interest.

11.7 Use of Confidential Information

It shall be a breach of ethical standards for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

11.8 Civil and Administration Remedies Against Employees and Non-Employees Who Breach Ethical Standards

1. Existing Remedies Not Impaired. Civil and administrative remedies against employees and Non-Employees which are in existence on the effective date of this manual shall not be impaired.
2. Supplemental Remedies Against Employees. In addition to existing remedies for breach of the ethical standards of this Chapter, the City Manager, in accordance with the Personnel Rules and Regulations may impose any or more of the following:
 - a) Oral or written warnings or reprimands;
 - b) Suspension with or without pay for specified periods of time; and
 - c) Termination of employment.
3. Supplemental Remedies Against Non-Employees. In addition to existing remedies for breach of the ethical standards of this Chapter or regulations promulgated hereunder, the City Manager may impose any one or more of the following:
 - a) written warnings or reprimands;
 - b) termination of transactions; and,
 - c) disbarment or suspension from being a contractor or subcontractor under City contracts. (see section 8.2)
4. Recovery of Value Transferred or Received. The value of anything transferred or received in breach of the ethical stands of this Chapter, or

regulations promulgated hereunder, by an employee or a non-employee may be recovered from both the employee and non-employee.

5. Due Process. All procedures under this Section shall be in accordance with due process requirements and existing Kansas Law.
6. Criminal Sanctions. To the extent that violations of the ethical standards of conduct set forth in this Chapter constitute violations of Federal or State or City Law, they shall be punishable as provided therein. Such sanctions shall be in addition to the civil remedies set forth in the manual.