

**Collier Fire Administrative Services Inc.
BY-LAWS**

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ARTICLE I: PURPOSE

The objectives of Collier Fire Administrative Services Inc. (CFAS) are:

- . To provide administrative services
 - § To reduce costs through consolidated, and committed volume;
 - § To share information, and work toward development of solutions to common purchasing problems;
 - § To promote purchasing professionalism.

Specifically, the purposes for which CFAS is formed shall be:

1. Work toward cooperative relationships among its members for the purpose of co-operatively seeking responses to solicitations which will result in lower costs to group participants on commonly used commodities, better quality of products and lower administrative costs;.

2. Promote the interchange of information on common purchasing problems, changes in laws and standards and specifications;
3. Advance purchasing professionalism through the exchange of ideas and experiences and interaction with our peers.
4. Provide commonly needed administrative functions to its [Class A](#) members.

ARTICLE II: DEFINITIONS

The American Bar Association Model Procurement Code for State and Local Governments (Article 10) provides the following definitions and authorization:

1. Co-Operative Purchasing: Procurement conducted by, or on behalf of, more than one public procurement unit with an external procurement activity.
2. External Procurement Activity: Any buying organization not located in the State which, if located in this State, would qualify as a Public Procurement Unit. Any Agency of the United States is an External Procurement Activity.
3. Local Public Procurement Unit: Any county, city, town and any other political subdivision, public authority, education, health, or other institution, and to the extent provided by law, any other entity which expends public funds for the procurement of supplies, services and construction, and any non-profit corporation operating a charitable hospital.

ARTICLE III: MEMBERSHIP

Membership in CFAS is open to all Independent Districts including Fire Districts and Municipal and Dependent Fire Districts within the State of Florida.

The purpose of membership is to engage in and be eligible to participate in the Administrative Services and the cooperative purchasing opportunities of CFAS as outlined herein. Membership is a prerequisite to participation in any CFAS solicitation or award. However, participation in any particular CFAS solicitation is voluntary.

There will be two (2) categories of membership.

Class A members shall be the government entity member and shall have voting privileges.

Class B members shall be the employee participants of the entity covered by any of the government entities and shall not have voting privileges.

Each Class A member entity shall have one vote on matters concerning CFAS.

Meetings shall be run according to Robert's Rules of Order.

A quorum shall consist of a majority of Class A members.

A motion shall require a simple majority.

There are no membership dues for participation in CFAS. To be considered a member in good standing, each Class A member shall:

§ Have an entity representative duly appointed by the entity governing Board, attend a minimum of three (3) CFAS meetings per calendar year; and shall perform one of the following

requirements:

§ Be a lead agency on an active CFAS contract; or

§ Have an entity representative acting in the capacity of a CFAS officer;

or

§ Perform other support duties as assigned by a CFAS officer which may include, but not be limited to, hosting CFAS meeting(s), conducting survey(s) on CFAS solicitation(s), etc. CFAS may, at any time, review compliance with the requirements of membership by member entities. In the event that any member entity is found not to be in compliance with membership requirements, CFAS may prohibit the non-complying entity from participating in any CFAS solicitation or utilizing any CFAS contract. Any deficiency in complying with the membership requirements must be corrected prior to any entity being reinstated as a member in good standing of CFAS.

ARTICLE IV: ELECTION PROCEDURES

The CFAS election procedures for CFAS officers are:

1. Officer nominations will be made every year at the **December meeting**.
2. Elections will be held during the **January meeting**.
3. The term of office for all elected positions will be for a period of **one year, January through December**.
4. Succession will be treated as follows:

§ If the Chairperson is unable to complete the full term, the Vice-Chairperson will become Chairperson.

§ A vacancy in any other office will be filled by a Special Election.

ARTICLE V: OFFICERS

The following are the position descriptions and duties:

Chairperson:

1. Shall preside over all meetings.

2. Shall represent the group, when required.
3. Shall have signature authority for all official CFAS correspondence.
4. Shall assign tasks to members, as required.
5. Shall conduct officer elections every year.
6. Shall initiate membership drives and coordinate steps to attract new members.
7. Shall ensure that the list of CFAS solicitations is current.

Vice-Chairperson:

1. Shall perform all duties of the Chairperson in his/or her absence.
2. Shall perform other duties as assigned by the Chairperson.

Secretary:

1. Shall maintain **an electronic** record of the proceedings of all meetings.
2. Shall give notice to members of all future meetings, and provide copies of meeting minutes to group members.
3. Shall conduct the general correspondence of the organization and keep records of same.
4. Shall have primary responsibility for maintaining a current membership list.
5. Shall perform other duties as assigned by the Chairperson.

ARTICLE VI: MEETINGS

Meetings will be held **monthly**, unless otherwise rescheduled, in a location determined by the Chairperson. CFAS shall discuss product checklists, schedules, specifications, tabulations, awards, and vendor issues.

Documents pertaining to the above will be distributed at these meetings.

**ARTICLE VII: Collier Fire Administrative Services Inc.
SOLICITATIONS**

1. CFAS will coordinate solicitations for the following reasons **including but not be limited to:**

- § more favorable prices
- § better quality
- § time savings

2. In order for a member to participate in a CFAS solicitation, the respective entity must have explicit authority to join with other governmental agencies in cooperative purchasing under the rules and procedures establishing their purchasing authority.

3. Participation by any CFAS member in any Co-operative solicitation is strictly voluntary and must comply with his/her organization policies and procedures. Each entity reserves the right to accept the CFAS award, and to increase or decrease quantities to meet his/her organizational needs. A member of the CFAS who commits his/her entity to participate in a CFAS solicitation will make every attempt to support the CFAS award. However, the member's ability to support the award must be based on compliance with their organizational policies, and be subject to approval by the respective entity's governing body. It is understood that a member's ability to bind its agency is subject to acceptance and approval of its governing body.

4. CFAS members must consider their responsibility to serve the public's interest. They must approach co-operative purchasing opportunities with a professional management outlook and agree to be governed by the NIGP Code of Ethics while conducting business relating to CFAS.

5. The entity assuming the responsibility for competitively soliciting a product or service for a CFAS solicitation must conduct its operation according to the principles of open competition, using non-restrictive specifications, wherever such market conditions exist.

6. Entities shall agree that no **arbitrary or personal** preferences of any type will be applied in a CFAS solicitation.

7. CFAS members shall agree to abide by all contractual requirements, including prompt payment of invoices.

8. When a member commits **to** quantities and agrees to participate in a CFAS solicitation, a moral obligation exists to use the resultant contract. Failure to use the contract could jeopardize the other participating agencies prices and services due to decreased volume, misinformation to the vendor, or other related problems connected **to** the contract.

9. Unless otherwise required by law, municipalities and other governmental entities which are not members of CFAS are strictly prohibited from **participating in** any contract or purchase order resulting from the award. However, other CFAS members may participate in this contract on the expiration of their current agreement, or on any contract extension term, if approved by the CFAS Lead Agency. (A listing of current participating CFAS members is to be attached to

CFAS solicitations as an EXHIBIT.) Also, new CFAS members and CFAS members with new usage **requirements** may participate in this contract with the approval of the Lead Agency or the **CFAS Board**.

ARTICLE VIII: PROCEDURES FOR CFAS SOLICITATIONS

The following are procedures to be followed by all CFAS members when acting as a "Lead Agency" for CFAS:

1. The Lead Agency will be designated by the CFAS members as the responsible entity that releases the solicitation for CFAS. If the Lead Agency is unable to assume responsibility for administering, renewing or rebidding on behalf of CFAS, then CFAS may elect to select an alternate Lead Agency to assume the responsibility.

2. Responsibilities of the Lead Agency:

§ Survey all CFAS members to solicit the following information:

1. intention to participate
2. volume or dollar value to be spent during the year (in good faith)
3. alternate products or brands
4. types and models
5. any special products/services or requirements which members wish to be included in the solicitation
6. delivery locations
7. [suggested](#) sources
8. expiration date of current contracts

§ Lead Agency will summarize all survey results. If the survey information is ambiguous or unclear, the Lead Agency will [seek](#) to obtain clarification.

§ Prior to distribution of the solicitation, a final specification draft will be submitted to all participating CFAS members for review [including](#) a list of potential suppliers.

§ Once the final draft is approved, the Lead Agency will distribute the solicitation. Adequate time will be provided for responses to solicitations, usually a four (4) week period is desired (one week for distribution to potential suppliers, two weeks for preparation of solicitation, and one week for response return mail).

§ The Lead Agency is responsible for advising all group members of the day, date and time of due date for responses to solicitations.

§ In cases where an Evaluation/Negotiation Committee is required, the Lead Agency shall be responsible for forming a committee representing **all Class A members** with knowledge of the goods or services to be procured, representing participating agencies. Membership on this committee shall be determined by the Lead Agency.

§ The Lead Agency will tabulate all responses to solicitations in a timely manner. This includes indicating on the tabulation any exceptions to the specifications, or conditions of the solicitation which have been **indicated** by any respondent, converting all units of measure to a common unit of measure and price. In addition, any special pages or appendices submitted by a respondent shall be reproduced and attached to the spreadsheet when presented to the CFAS members.

§ A cover page will accompany the spreadsheet(s) and attachments which will indicate the apparent lowest respondent, and state any exceptions to the solicitation. The spreadsheet, cover letter, and attachments shall be provided to each member, time permitting, prior to the next scheduled meeting to afford each member the opportunity to review the spreadsheets.

§ The Lead Agency will recommend an award to the group in accordance with the solicitation specifications and evaluation/award criteria. When recommending award of CFAS solicitations, the Lead Agency shall recommend the lowest and best bid/proposal from a responsive and responsible respondent. It will be the responsibility of the Lead Agency to advise the recommended vendor(s) in

writing, of the action. This letter will indicate the date of contract expiration, telephone number, fax number and vendor contact for each participating entity. A copy of this letter will be provided to CFAS **Class A** members at the next scheduled meeting, or transmitted utilizing the membership distribution list, if necessary.

§ Contract item/service. The Lead Agency shall notify CFAS **Class A members** of the contract expiration not less than 120 days prior to the expiration date. The Lead Agency will provide CFAS **Class A members** with any changes in the market environment which may affect consideration of a renewal. All contract renewals will be subject to approval by a majority of participating Agencies.

If the majority of participating Agency **Class A members** determine that a renewal is not in the best interest of the participating CFAS members and that the contract is to be re-solicited, the Lead Agency shall proceed with the solicitation process including sending a survey to all CFAS **Class A** members.

ARTICLE IX: CONTRACT ADMINISTRATION

Each participating entity shall award and administer the contract in accordance with its own policies and procedures. Each entity shall issue its own purchase order or contract, and shall be billed directly by the awarded vendor for the contract items or services received. It is understood that at no time will CFAS as a whole, **nor** any member of CFAS, be obligated **to place** any orders on behalf of any other member of CFAS; nor will CFAS, as a whole, or any member of CFAS, be responsible for any bills incurred by any other member of CFAS.

Participating entities will receive, inspect, and test products on an individual basis. When non-conforming shipments occur, CFAS members will **seek their own remedies** and advise the Lead Agency of any contract problems by use of a "Vendor Performance Form" to be supplied by Lead Agency. Written documentation of poor, or unsatisfactory vendor performance should be provided to the Lead Agency with a detailed explanation of the type of problem, action taken and resolution of the problem. The Vendor Performance Form will be retained by the Lead Agency with the CFAS contract file, and may be used in future evaluations of solicitations, or if the contract should be terminated for cause.

ARTICLE X: ETHICS COMPLIANCE

If a determination is made that **the NIGP Code of Ethics** has been violated by an individual or participating agency during the competitive process or administration of a cooperative contract, CFAS may take the following action(s) subject to approval by a two-thirds majority vote of the **Class A** members present:

If the situation involves the actions of an individual:

1. Request a new Contract Administrator **be designated by** the participating entity and/or:
2. Request that the offending individual be declared to have no standing **with regard to** CFAS contracts and be **precluded from** representing his or her entity in **CFAS dealings**.

If the situation involves the actions or policies of **a Class A member**:

1. Request that the offending entity be restricted from use of the contract in question, [and/or](#):

2. Request that the offending entity be suspended from participation in all CFAS contracts.

All actions described in this Article must be presented to the CFAS membership in writing not less than ten (10) days prior to the meeting at which such actions would be considered.

[A Class A member](#) suspended for ethics violations would be allowed to apply for reinstatement to CFAS after one (1) year.

ARTICLE XI: AMENDMENTS

All proposals to amend, alter or repeal any part of the by-laws will be presented to the membership, not less than thirty (30) days prior to the meeting that would consider such change.

At designated meetings of CFAS, the membership may, by two-thirds (2/3) majority vote, alter, amend or repeal any part of the by-laws, [or](#) adopt a new by-law, providing that such change to the by-laws would not be inconsistent with any laws, ordinances or regulations or infringe on the rights of third [parties](#). Votes by absentee ballot will count only if submitted and received by the Chairperson, prior to the first official vote.

ARTICLE XII: DISSOLUTION

In the event of dissolution of CFAS, all records of CFAS solicitations, awards, and contracts will remain the property of the respective Lead Agency responsible for the issuance and administration of the specific solicitation. All CFAS records, such as minutes, shall remain with the [Class A](#)

member who represented CFAS as Chairperson, or Secretary, as may be [determined by CFAS at that time](#).

ARTICLE XIII: CONFLICTS WITH STATE OF FLORIDA STATUES

If any provision of these by-laws conflicts with state statutes, the remaining provisions are still applicable.