

Central Florida Tourism Oversight District

PROCUREMENT POLICY



September 2023

1900 Hotel Plaza Blvd. | Lake Buena Vista | Florida 32830

Title: **Procurement Policy**

Effective Date: September 1, 2023

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Title: Overview of Procurement Procedures

Effective Date: 09/01/2023

Policy No: PRO-010

The Procurement Policy is designed to explain and facilitate understanding of the procurement and contracting functions of the Central Florida Tourism Oversight District (hereinafter referred to as the "District").

I. APPLICABILITY

The policies contained herein are applicable to all District personnel involved in the requisitioning, receiving, transferring and replacement of supplies, materials, services, and equipment, and the management of contracts.

II. RESPONSIBILITY AND FUNCTIONS

A. Procurement and Contracting Department

1. The function of Procurement and Contracting is to purchase the supplies, materials, equipment and services required by the District, and to ensure maximum value is obtained for each dollar spent, along with following contractual best practices for reduction of risk to the District.

B. District Contracting Officer

1. The primary function of the Contracting Officer is to ensure the District follows best contracting practices and encourages fair and open competition for all District procurements.
2. The District's appointed Contracting Officer is the final authority regarding contractual and procurement actions, except for signature authority for expenditure outlined in **PRO-020 Approval of Expenditures/Signatory Authority for Contracts**. For a full description of the Contracting Officer's duties refer to **PRO-015 Duties of Contracting Officer**.

III. GENERAL PROCUREMENT PRACTICES

The following shall govern the procurement of supplies, materials, services, and equipment for the District.

No District employee may purchase any materials, supplies, equipment, and contractual services, or make any contract other than through the Procurement and Contracting Department without prior written authority, or as specifically delegated herein. Any purchase, order, or contract made contrary to the provisions hereof may not be approved, nor will the District be bound thereby.

Title: Duties of Contracting Officer

Effective Date: 09/01/2023

Policy No: PRO-015

I. CONTRACTING OFFICER

The contracting officer is the head of the procurement and contracting department, and director of the procurement and contracting department for the District. The contracting officer must be appointed by and serves at the pleasure of the district administrator.

II. DUTIES OF CONTRACTING OFFICER; EXCEPTIONS.

It is the duty of the contracting officer to:

Develop procurement and contracting policies and manage operations of district procurement and contracting, including the acquisition of supplies, contractual services, professional services, construction services, warehousing, inventory, asset management, and capital improvements, except as provided herein;

Act as a chief procurement and contracting officer for the district, assuring best practices and value, including making procurement and contracting decisions in the best interest of the district, consistent with the direction and policies of the district administrator and board of supervisors;

Supervise the bid process from solicitation preparation to contract closeout;

Define procurement methods, policies, and solicitation thresholds;

Make all bid awards in the best interest of the district subject to final contract approval by the district administrator or a board of supervisors' designated officer;

Perform district-wide contracting oversight including drafting, negotiation, and review;

Authorize emergency purchases in accordance with the procurement policy;

Prepare and enforce standard specifications;

Ensure compliance with the procurement code and rules and regulations applicable to the same;

Oversee projects as directed by the district administrator;

Ensure full and open competition where possible on all purchases and sales;

Keep informed of current developments in the field of procurement, contracts, market conditions and new products;

Title: Duties of Contracting Officer (continued)

Effective Date: 09/01/2023

Policy No: PRO-015

Secure for the district the benefits of research done in the field of procurement and contractual best practices by other governmental jurisdictions, national technical societies, national trade associations, and private businesses and organizations;

Prepare and adopt standard procurement and contracting policies and procedures for using departments, agencies, and suppliers;

Determine which vendors have violated the requirements of this procurement code, applicable district procurement policies; state or federal law; or who have otherwise defaulted on their contracts or demonstrated that they are irresponsible bidders, and discipline such vendors by suspending or banning them from bidding on solicitations and/or receiving business from the district for a stated period of time, as appropriate, subject to review and approval by the district administrator or his designee;

Oversee vendor relations and operations, including vendor registration, contract performance, ratings, disputes, and ensure that vendors are treated fairly with open and transparent competition;

Create and maintain a suspended and debarred vendor list for vendors who violate or default on the district procurement policy, state or federal law, bid terms and conditions, contracts, purchase orders, amendments, or change orders;

Prepare and maintain a current vendor's list for sources of supplies and services, to which vendors may request to be included;

Procure goods, services, and capital improvements in accordance with applicable laws;

Assist and advise district departments on policies and methods of procuring goods, services, and capital improvements;

Negotiate and award contracts for goods, services, and capital improvements;

Provide a surplus facility if necessary, and oversee the transfer and/or disposal of district property; and

Operate and manage the procurement and contracting department and perform such other duties and responsibilities as may be assigned by the district administrator or his/her designee in connection with the procurement of goods and services for the district.

Regardless of the foregoing, the procurement and contracting department will have no responsibility for the retention of the district general counsel, assistant counsel, or specially employed attorneys employed at the direction of the board of supervisors.

Title: Approval of Expenditure, and Signature Authority for Contracts

Effective Date: 09/01/2023

Policy No: PRO-020

I. PURCHASE ORDER EXPENDITURE

All expenditures made by a **purchase order** must be reviewed and approved prior to execution of the purchase order by:

- A) Department Manager, or Director
- B) Procurement Manager; and
- C) Finance personnel.

In addition, if the purchase exceeds \$10,000, the purchase order must be reviewed and approved by the District Administrator, or his/her designee.

II. CONTRACT EXPENDITURE

All expenditures made by a **contract** must be reviewed and approved prior to execution of the contract by the following personnel:

- A) Department Manager, or Director
- B) Contracting Officer; and
- C) Finance personnel.

In addition, if the purchase exceeds \$25,000, the contract must be reviewed and approved by the District Administrator, or his/her designee.

III. SIGNATORY AUTHORITY FOR CONTRACTS

The District Administrator has authorized spending and signatory for contracts or purchase orders for the District having a value of \$500,000 or less.

For any contracts or purchase orders valued in excess of \$500,000, the District Board of Supervisors must approve the contract or purchase. If the Board of Supervisors approves a contract or purchase, then the Chair of the Board of Supervisors or the District Administrator is authorized to execute the contract or purchase for the District. Further, the Board of Supervisors must review and approve all awards for expenditures or contractual obligations for which any bond-related funding is utilized.

Title: Approval of Expenditure, and Signature Authority for Contracts

Effective Date: 09/01/2023

Policy No: PRO-020

Regardless of the value of a contract or purchase order, the District Administrator may execute amendments, addenda, or modifications to a contract initially approved by the Board of Supervisors, provided that the amendments, addenda, or modifications to the contract or purchase order do not increase the price or cost of such contract or contract or purchase order, or otherwise make a substantial change to the contract's or purchase order's terms or scope of work. For the purposes of this Policy, substantial changes include, but are not limited to, changes to indemnification provisions, insurance requirements, liability caps, or changes to other similar provisions or terms that would significantly alter the District's risk of or exposure to liability.

Definition of "Designee" – The District Administrator, or others listed within policy section **PRO-020**, may elect in writing to designate an individual under his/her supervision to make approvals and authorize purchase orders and contracts as needed, provided that any such designation is not otherwise prohibited by law.

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I. COMPETITION LEVEL REQUIREMENTS

SUPPLIES

- A. Purchases for supplies under **\$10,000** may be made by the using department, with or without competitive bidding. **Local, Veteran, and Opportunity Zone vendors** are preferred.
- B. Purchases for supplies from **\$10,000** to **\$50,000** require a minimum of two (2) formal, written quotes solicited and documented by the user Department. If the two quotes obtained have a wide disparity between prices, a third quote must be obtained. **NOTE:** Sourcing lists should be requested from the Procurement and Contracting Department before soliciting quotes.
- C. Purchases for supplies over **\$50,000+** require a formal quoting process, hosted by the Procurement and Contracting Department. The Procurement Manager may opt to waive the hosting requirement when deemed appropriate and in the best interest of the District. In those cases, the user Department may manage the quote using the Procurement and Contracting Department approved Request for Quotation (RFQ) document.

SERVICES

- A. Purchases for services under **\$20,000** may be made by the using department, with or without competitive bidding. **Local, Veteran, Opportunity Zone vendors** are preferred.
- B. Purchases for services from **\$20,000** to **\$100,000** require a minimum of two (2) formal, written quotes solicited and documented by the user Department. If the two quotes obtained have a wide disparity between prices, a third quote should be obtained. **NOTE:** Sourcing lists should be requested from the Procurement and Contracting Department before soliciting quotes.
- C. Purchases for services over **\$100,000+** require a formal bidding process, hosted by the Procurement and Contracting Department. It is the requesting department's responsibility to provide a complete and well-written scope, signed and sealed plans, if any, along with specifications to the Procurement and Contracting Department before the solicitation will be drafted and issued publicly. These bids will be for sealed replies with a set public bid opening date and time.

I. COMPETITIVE SEALED BIDS

District contracts for purchase of construction services **over \$50,000** must be awarded by competitive sealed bid solicitations, unless exempted by the Contracting Officer in instances of urgent operational need.

II. BID EVALUATION

The District reserves the right to accept or reject any and all bids at any time during the procurement process, and/or to make award to the lowest responsive bid from a responsible bidder. Major factors to be considered in determining whether the bidder is responsible include documented prior performance, prior customer service to the District, financial stability of the bidder, integrity, equipment, personnel, previous or pending litigation, and qualifications and licenses. Determinations must be based upon competent substantial evidence and may not be based upon mere speculation or rumor.

III. PRE-QUALIFICATION

The District may conduct a prequalification process for various continuing services for the district. Through such prequalification process, the District will establish an application process for prequalification, evaluate the responsibility/qualifications of applying vendors/contractors, and thereafter will limit acceptance of bids or responses to those vendors/contractors deemed prequalified in such process. Such program must also provide for periodic review of prequalified vendors to ensure that prequalification status is current.

IV. FORMAL PROPOSALS, LETTERS OF INTEREST, INVITATION TO NEGOTIATE

- A. *Request for Proposals (RFP) or Letters of Interest (LOI)*. Professional services, software, service or supply purchases that lend themselves to a variety of approaches and/or solutions will be formally evaluated by a District evaluation team and solicited via a Request for Proposals or by Requests for Letters of Interest.
- B. *Invitation to Negotiate (ITN)*. Will be utilized in the discretion of the District's Contracting Officer when the final product, solution, lease, or service is better determined through direct negotiation with qualified suppliers or parties.
- C. *Evaluation*. Request for Proposals (RFP) or Letters of Interest (LOI) must state all evaluation factors that will be considered by the district in the selection of a

vendor and the relative importance or priority of such factors in reaching a final determination. The Procurement and Contracting Department has the final authority as to who may serve on an Evaluation Committee, while giving preference to those with technical knowledge of the specific procurement. Numerical rating systems may be used but are not required. Technical advisors may be appointed to the committees; however, technical advisors will have no voting rights.

- D. *Evaluation Committee.* An Evaluation Committee is used to review the technical aspects of the submitted proposals for compliance with the specifications and is responsible for scoring and ranking such proposals and making recommendations for award.
- E. *Conflict of Interest and Evaluation Committee Rights.* No person may serve on an Evaluation Committee if he/she has a conflict of interest with respect to the business/firm/vendor/consultant/individual being evaluated. Conflicts of interest will be evaluated pursuant to the applicable provisions of Chapter 112, Florida Statutes, any applicable codes of conduct for a particular industry that may govern certain professionals (*e.g.*, the Florida Bar Rules of Professional Conduct), and any applicable policies that have been or may be adopted by the District.
- F. *Discussion and Revision of Proposals/Letters.* Discussions may be held with responsible firms who submit proposals/letters. Discussions are held to promote an understanding of the District's requirements and the firm's proposal/letter and to facilitate arriving at a contract most advantageous for the District. Such negotiating committees should be chaired by a Procurement and Contracting Department representative, as well as the District's Contracting Officer, as needed; however, other qualified District personnel may be used if necessary. The District may allow or require the submittal of revised proposals/letters following these discussions.

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VII. EMERGENCY OR CRITICAL PURCHASES

- A. An "Emergency" is defined as an exigent circumstance creating an immediate need for commodities or services, during which it is impossible, if not highly impractical, to abide by standard procurement procedures to acquire such commodities or services, because failure to quickly and efficiently obtain such commodities or services:
1. would cause a disruption of essential District operations
 2. is necessary to protect and preserve public properties
 3. would create, allow, or perpetuate an immediate threat to public health, welfare, or safety
 4. would result in a significant loss to the District, or the loss of desirable business development

B. Emergency Procurement Procedure:

1. In the event of an emergency or a critical purchase requirement, the District Administrator or his/her designee, upon receipt of a written request transmitted through the District's Contracting Officer or his/her designee, may authorize emergency or critical purchases estimated to **exceed \$100,000**. Such purchases are exempt from the requirements of the competitive solicitation requirements of this Procurement Policy; however, competitive formal quoting should still be utilized whenever possible.
2. Emergency purchases **under \$100,000** may be approved by the District's Contracting Officer without a formal solicitation. In such cases, the Contracting Officer will issue a written memorandum to the District Administrator detailing the facts of the urgent purchase requirement.
3. Such emergency or critical procurements should be made by obtaining pricing information whenever possible from at least two prospective vendors, unless the Contracting Officer further determines that the time required to obtain pricing information will exacerbate or otherwise aggravate the danger or loss to the District or public as described in paragraph VII.B.1. above.

VIII. SECURITY RELATED PURCHASES

- A. Purchases of goods or services for security systems, wired or wireless networks, alarms, or other peripherals that reveal configurations or methodology supporting the security of District infrastructure are exempt from public bidding.

- B. Non-disclosure agreements are required by all vendors providing equipment or services in support of District-wide security, or secure infrastructure.

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I. EXEMPTIONS FROM COMPETITION

The following types of purchasing activities are exempt from the formal competitive solicitation requirements of the District. Contractual agreements or purchase orders, in most cases, will still be required for exempt items.

- A. Agreements between the District and non-profit organizations, the federal government, or any other state or local governmental entities, bodies, or boards.
- B. Goods and/or services received by grant, gift, or bequest.
- C. All purchases of services from a utility whose rates are determined and controlled by a public services commission or other governmental authority; this includes services such as natural gas, electric, water, cable, and telephone.
- D. Goods or services obtained through piggyback contract award as permitted by this policy concerning competitively awarded contracts procured by other local, state, or national government agencies, governmental cooperative organizations, or procurement associations.
- E. Purchases from the State of Florida, Pride (Ch. 946 FS), Respect (Ch. 413, FS), or U.S. General Services Administration contracts and contractors who have specifically indicated their willingness to make their GSA contracts available to state and local government as allowed by the federal government.
- F. Purchases from electric utility consortiums such as FMPA, JPP, or electric co-ops using competitive bids.
- G. Items/services exempt from competition per applicable Florida statute.
- H. Banking, investment, accounting, auditing, rate study, and financial services.
- I. Supplies purchased for resale.
- J. Real Estate, including purchase, conveyance, sale, or lease; broker and appraisal services.
- K. Security related purchases such as alarms, security systems, wired and wireless networks, and associated peripherals to protect District infrastructure.
- L. Rental equipment from companies approved by the Procurement and Contracting Department used by District employees for repairs or construction

Title: Purchases Exempt from Competition (continued)

Effective Date: 09/01/2023

Policy No: PRO-070

of District infrastructure, provided that such equipment is rented at or below market rates.

M. Instructors, lecturers, presenters, trainer fees, and materials.

N. Groceries, food, and beverages, including concessions for District events.

O. Sponsorships/Charitable Contributions.

P. Dues, memberships, subscriptions, fees for job-related organizations.

Q. Newspaper, periodical, billboard or electronic advertising or marketing.

R. Goods or services benchmarked, compared, or otherwise reviewed by the District's Contracting Officer where award determination is based on best value for the District.

S. Attorneys, expert witnesses, court fees, mediator services, and other legal services and litigation expenditures.

T. Proprietary software.

U. Employee insurance, retirement benefits, and health services.

V. Artistic services.

W. Consultants and experts hired to assist the District in preparing reports to the Florida Legislature as required by Chapter 2023-05, Laws of Florida.

X. Wetlands consultants, environmental services, fiscal impact analysis, and land or urban planning services.

Y. Goods or services granted a formal competitive procurement waiver by the Board of Supervisors for goods or services that are not otherwise required to be competitively procured by general law.

II. SOLE SOURCE, STANDARDIZATION, PIGGYBACKING AND WAIVER

A. SOLE SOURCE

The term "sole source" means that the commodity can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does not justify a sole

source purchase if there is more than one potential supplier for that item. Mere use of Brand Names and Model numbers does not alone mean that the product has a sole source.

Considerations for justification of Sole Source and Single Source procurement include the following criteria:

1. It is the only item that will produce the necessary result or fulfill a particular need.
2. The commodity is a component, repair, or replacement part of existing equipment for which no commercially available or viable substitute exists, and the purchase can only be made from the manufacturer or sole distributor.
3. Circumstances exist that dictate delivery is a critical factor, and only one vendor can meet the time constraint.

B. STANDARDIZATION/SINGLE SOURCE

The term "single source" means that a commodity or service can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (repair parts, matching existing equipment or materials, warranty requirements), there is only one economically feasible source for the purchase. In some cases the manufacturer will dictate authorized facilities that the District can use, although there are multiple places that provide the service. Such an instance would qualify as a single source purchase.

The standardization must be approved by the Contracting Officer after a review of justification from the District department.

C. PIGGYBACKING CONTRACTS

To the extent not prohibited by general law, whenever a state, county, municipality, school district, special district, or other governmental agency has a pre-existing contract, which is in effect concerning goods, materials, equipment or services the District wishes to acquire, the District may, where appropriate, piggyback onto such contract where such contract has been procured and awarded during the last 48-month period pursuant to a competitive procurement process that is substantially equivalent to that provided in this policy. The District shall obtain documentation evidencing that a competitive procurement process was performed by the government agency to procure the contract proposed to be piggybacked upon and an executed copy of such contract. The contractor/vendor shall consent to the piggybacking.

Title: Purchases Exempt from Competition (continued)

Effective Date: 09/01/2023

Policy No: PRO-070

The contractor/vendor shall execute a separate agreement with the District which confirms that the same prices, terms and conditions granted to the original contracting governmental agency will be granted to the District along with agreement to District established provisions providing for indemnity, insurance, controlling laws, venue, dispute resolution and other provisions as may be recommended by the purchasing manager or general counsel. The original government contract is not required to have a provision specifically authorizing piggybacking by other government agencies in order for the District to utilize this provision. Piggybacking is not authorized when the action would call for a substitution of goods, materials, equipment and services that were not originally bid on and not originally evaluated as part of the contract award.

Piggybacking is not authorized for the procurement of "professional services" as defined by F.S. § 287.055, the Consultants' Competitive Negotiation Act. The District Administrator or designee may establish policies relating to the appropriateness of and criteria for piggybacking onto contracts of other governmental agencies. The piggybacking of contracts concerning amounts beyond the District Administrator purchasing authority shall be approved by the Board of Supervisors.

D. WAIVER

To the extent not prohibited by general law, the Board of Supervisors may, by majority vote, waive the formal procurement procedures contained in this policy for the procurement of a particular good, material, equipment or service if the Board of Supervisors deems such waiver to be in the best interest of the District.

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Title: Payment Dispute Resolution Procedure

Effective Date: 09/01/2023

Policy No: PRO-080

**DISPUTE RESOLUTION PROCEDURE
(FLORIDA PROMPT PAYMENT ACT) F.S. 218.76**

I. GENERAL

If a dispute arises between the District and a vendor regarding a payment request or invoice for goods or services, a vendor who desires to dispute such decision must file with the director of the affected department a written notice of payment dispute within five (5) business days following the occurrence of the action or omission that is being disputed. The payment dispute must contain the following:

- A. The name and address of petitioner;
- B. A statement of all disputed issues of material fact;
- C. A demand for relief to which the petitioner deems itself entitled;
- D. Any other information the petitioner contends is material to the dispute.

II. HEARING

The department director shall set a meeting with the District’s Contracting Officer or his/her designee to resolve the dispute within five (5) business days following the date on which the Vendor’s dispute request was received by the District. A final decision will be rendered no later than ten (10) business days after the dispute was received by the District.

III. INTEREST

If the Contracting Officer or his/her designee upholds the District’s payment decision, then interest charges, if any, will begin to accrue for any uncontested amounts due and owing that are not paid within ten (10) business days following the District’s final decision. If the Contracting Officer or his/her designee finds in favor of the vendor, then interest will begin to accrue as of the original date the payment became due.

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Title: Suspension and Debarment

Effective Date: 09/01/2023

Policy No: PRO-090

I. GENERAL

This policy shall serve as a guideline for the Suspension and Debarment of vendors.

A. Authority

As set forth herein, the District's Contracting Officer may suspend or debar a vendor for cause. A suspended or debarred vendor is not eligible to provide any goods or perform any services during the duration of such suspension or debarment; provided, however, the Board shall have the power at any time to waive, stay, or lift such suspension or debarment upon the application of the vendor as provided herein.

The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the District's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of District vendors and contractors, and this policy and the procedures provided for herein do not supplant or supersede the District's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis.

B. Period of Suspension

The suspension of a vendor will be for an initial period of one to three years based on the decision of the Contracting Officer. Length of suspension will be determined by the cause or severity of cause for debarment. After the suspension period, suspended vendors may again participate in District solicitations if the company provides proof of financial soundness, current business references, and responsible business methods acceptable to the Contracting Officer.

C. Causes of Suspension or Debarment

A vendor may be suspended or debarred based upon the following:

1. Conviction for commission of a criminal offence incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.
2. Conviction under state or federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property or any other offense indicating or suggesting a lack of business integrity or

Title: Suspension and Debarment (continued)

Effective Date: 09/01/2023

Policy No: PRO-090

business honesty, which currently, seriously, and directly affects the person or entity's responsibility as a vendor or contractor.

3. Conviction or civil judgment finding a violation of state or federal antitrust statutes arising out of the submission of bids or proposals.
4. A determination by a court, hearing officer, administrative official, or any local, state, or federal governmental entity or agency that the person or entity violated the provisions of any local, state, or federal laws or regulations in connection with providing contractual services to another entity or in responding to public solicitations for services.
5. Commission of any fraud or misrepresentation in connection with a bid, quotation, proposal, solicitation, or contract with the District or another public entity, regardless of whether such fraud or misrepresentation resulted in a conviction.
6. Violation of a material solicitation/contract provision with the District or other public entity, including, but not limited to the following:
 - a) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in a bid/contract;
 - b) Abandonment of a contract;
 - c) Failure to pay a contractor, sub-contractor, or material provider as required by a lawful contractual agreement, the Florida Statutes, or other applicable law;
 - d) Repudiation of a bid or contract by failure to provide bonds, insurance, or other required certificates as required pursuant to such bid or contract; or
 - e) Refusal to accept an addendum, agreement, or contract, or to perform thereon provided such addendum, agreement, or contract was issued timely and in conformity with the bid or solicitation received; however, a refusal to renew or extend an agreement or contract or exercise an option to renew or extend where such renewal, extension, or option requires the mutual consent of the parties pursuant to the terms of the applicable agreement or contract shall not be deemed a violation of this provision; or
 - f) Overall performance of a contract, which the District or another public entity evaluated as poor or unsatisfactory. For the purposes of evaluating

the overall performance of District contracts, performance will be deemed poor or unsatisfactory where the vendor or contractor continues to perform poorly or otherwise unsatisfactorily after the District has contacted the vendor or contractor regarding its performance issues and undertaken any dispute resolution or curative procedures as mandated by the applicable contract or agreement. Overall performance of a contract with another public entity will be determined based upon any competent substantial evidence of poor or unsatisfactory performance for such other public entity, including, but not limited to, a letter terminating the vendor or contractor's services for cause; adverse action taken by the entity against the vendor, including, but not limited to, termination for cause, debarment, suspension; and/or a lawsuit.

7. Vendor becomes insolvent, has proceedings in bankruptcy instituted against it or, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.
8. Violation of the ethical standards set forth in local, state, or federal law.
9. Violation of **PRO-145: Anti-Lobbying Policy**.
10. Violation of District's prohibition on factoring while vendor is under contract, bidding on work, or otherwise employed by the District. Factoring is a practice of selling business accounts receivables (future invoices) to a third party at a discount for obtaining funding,
11. Any other cause the Contracting Officer determines to be serious and compelling as to materially and adversely affect responsibility of a vendor to do business with the District.

D. Effects of Suspension and Debarment

Suspended or debarred vendors are excluded from receiving contracts, and departments shall not solicit offers from, award contracts to, or consent to subcontracts with these vendors, unless the District Administrator determines that an emergency exists justifying such action and obtains approval from the District Council. Such vendors are also excluded from conducting business with the District as agents, representatives, subcontractors, or partners of other vendors.

E. Continuation of Current Contracts

Suspension or debarment may constitute grounds for termination of contract.

1. The suspension or debarment shall take effect in accordance with the notice provided by the Contracting Officer.
2. Departments may not renew or otherwise extend the duration of current contracts, or consent to subcontracts with suspended or debarred vendors, unless the District Administrator determines that an emergency exists justifying the renewal or extension of such contracts.

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I DEFINITIONS

- A. "Local Business" is defined as a business entity that meets one or more of the following criteria:
- The business has its headquarters, manufacturing facility, or principal office located or having a street address within the jurisdictional boundaries of Orange, Osceola, Lake, Polk, or Seminole County for at least six (6) months immediately prior to the issuance of the solicitation to which the business is responding; OR
 - The Owner/Principal of the business maintains his/her primary residence within the jurisdictional boundaries of Orange, Osceola, Lake, Polk, or Seminole County.
- B. "Veteran" is defined as a former member of the Armed Forces of the United States (Army, Navy, Air Force, Marine Corps, and Coast Guard) who served on active duty and was discharged under conditions that were other than dishonorable. Reservists called to active duty by Executive Order qualify as veterans.
- C. "Veteran Small Business" means and refers to a small business concern that is owned and controlled by veterans as defined in Section 502 of the Veterans Benefits, Health Care, and Information Technology Act of 2006, as such may be amended from time to time, which business is also domiciled in the State of Florida and listed in the federal Database of Veteran-owned Businesses.

II PURPOSE AND SCOPE

The purpose and objective of this program is to increase and encourage the participation of Veteran Small Businesses and Local Businesses to participate in the District's contracting and procurement process and to facilitate a level playing field for such businesses.

This program is intended to substantially comply with the District's procurement policy that requires construction contracts and purchase orders for goods, services, and materials to be awarded in the best interest and value to the District.

It is the policy of the District to afford opportunities to Veterans and Local Businesses to the extent possible or legally permissible, in the District's procurement activities.

III. PROGRAM ACTION PLAN

The implementation and administration of the program is the responsibility of the Program Coordinator with oversight by the District's Contracting Officer. The Coordinator will assume their responsibility:

- A. Assist Veteran Small Businesses and Local Businesses in overcoming barriers to their participation in the District's procurement process. This includes assistance with certification, forms preparation, notification of contract opportunities, and business educational opportunities.
- B. Increase Districtwide departmental awareness of the District's Veteran Small Businesses and Local Business objectives and opportunities by providing access to Veteran Small Businesses and Local Businesses for services or products purchased with/without competitive bidding.
- C. Explain the requirements of the program to contractors and vendors.
- D. Review contract awards relative to participation of Veterans and Local Businesses, and make recommendations to expand the program.

IV. OUTREACH

The Procurement and Contracting Department will ensure Veteran Small Businesses and Local Businesses have every opportunity for full program participation by undertaking the following steps:

- A. Provide Veteran Small Businesses and Local Business vendors with workshops and other opportunities to:
 - interact with the District's Procurement Department and other Veterans and Local Business members;
 - teach procedures and policies for submitting bids, proposals, and invoices; and
 - obtain listings of and learn about the products and services purchased across District departments.
- B. Attend and participate in trade fairs and community events.
- C. Establish relationships with Veteran Small Business and Local Business community leaders.

- D. Distribute business cards and marketing materials at events and meetings
- E. Notify Veteran Small Businesses and Local Businesses regarding future bid opportunities.
- F. Maintain a listing of goods and services provided by current Veteran Small Businesses and Local businesses and make this list available to District departments.

V. CERTIFICATION

- A. Only businesses certified by the District's Veterans and Local Business program are qualified to receive a solicitation preference.
- B. Businesses wishing to be pre-certified as a Veteran Small Business or Local Business, the vendor must submit a completed application for pre-certification in a form approved by the District to the District's Veterans and Buy Local Business Program Coordinator for review and/or approval. Applicants may be required to provide the following in order to verify eligibility:
 - *For Local Businesses.* Local Businesses applying for pre-certification may be required to provide the following:
 - A physical business address (no post office boxes will be considered);
 - A copy of a valid and current Local Business License Tax Receipt duly issued by a local government located within the jurisdictional boundaries of Osceola, Orange, Lake, Polk or Seminole County; and,
 - Any other information requested by the district that would verify local business status.
 - *For Veteran Small Businesses.* Veteran Small Businesses applying for pre-certification must provide proof that the business is a small business concern that is owned and controlled by veterans as defined in Section 502 of the Veterans Benefits, Health Care, and Information Technology Act of 2006, as such may be amended from time to time, which business is also (i) domiciled in the State of Florida and (ii) listed in the federal Database of Veteran-owned Businesses.

- C. Businesses that are not pre-certified with the District but which wish to benefit from a Buy Local or Veterans preference in responding to a solicitation must submit an Affidavit of Eligibility in a form approved by the District, which form must be submitted together with the business's response to a solicitation. Failure to include the completed Affidavit of Eligibility form with a response to a solicitation will result in the respondent being precluded from claiming or otherwise benefitting from a preference in the procurement process for that particular solicitation.

VI. DECERTIFICATION

The District may decertify a Veteran Small Business or Local Business vendor if the Contracting Officer determines any of the following as true:

- The Veteran Small Business or Local Business vendor no longer satisfies the certification requirements;
- The Veteran Small Business or Local Business owner, officer, or agent thereof has made fraudulent misrepresentations to the District regarding utilization of Veterans or Local Businesses or colluded with another contractor/vendor making misrepresentation; or
- The Veteran Small Business or Local Business vendor or any owner, officer or agent during times they are certified by the District are convicted of a felony in a court of law.

VII. NOTIFICATION REQUIREMENTS AND PROCUREMENT POLICIES

- A. When a business is accepted by the Veterans and Local Business program as a Veteran Small Business or Local Business, the business will be added by the Veterans and Local Business Coordinator to the District's vendor database as certified veteran and local businesses.
- B. There will be no limits to the number of businesses within the Veterans and Local Business vendor database. There is also no limit to the number of services and/or products for which each business is qualified to provide.

VIII DENIAL OF CERTIFICATION

If the District denies a business' application or decertifies such business, the business may not reapply until 12 months have passed from the date the denial letter was sent by the Veterans and Local Business Coordinator.

IX AWARD STANDARDS

- A. Interested suppliers of contract services and goods who have been certified as a Local Business or Veterans Small Business pursuant to this Policy may respond to District solicitations identifying themselves as certified Veteran and/or Local Businesses.
- B. *Buy Local - Competitive Low Bid.* In any competitive bid or quote process where the contract award is to be made to the lowest bidder or the responsive and responsible bidder offering the lowest bid (the "Low Bidder"), the following Buy Local Preference shall apply:
- Contract Awards \$1,000,000 or less. If the Low Bidder is a non-local vendor and the lowest bid submitted by a responsive and responsible local vendor is within 5% of the bid of such non-local Low Bidder, such local vendor will be deemed the lowest, responsive and responsible bidder and awarded the contract.
 - Contracts Awards Exceeding \$1,000,000. If the Low Bidder is a non-local vendor and the second lowest responsive and responsible bidder is a local vendor whose bid is less than a \$50,000 variance in price from the low bid, such local vendor will be deemed the lowest, responsive and responsible bidder and awarded the contract.
- C. *Buy Local - Request for proposals, qualifications or other qualitative submittals and competitive negotiation and selection where lowest price is not the primary factor.* The individual solicitation issued by the District may implement this Buy Local Preference through awarding points (not to exceed five percent of the overall potential points used for the ranking of proposals) to local businesses in the ranking system used to evaluate the responses to the solicitation. This provision does not apply to procurement of goods or services excepted from this Buy Local Preference policy below.

D. *Veteran Small Business - Competitive Low Bid.* In any competitive bid or quote process where the contract award is to be made to the lowest bidder or the responsive and responsible bidder offering the lowest bid (the "Low Bidder"), the following Veteran Small Business Preference shall apply:

- Contract Awards \$1,000,000 or less. If the Low Bidder is a not a Veteran Small Business and the lowest bid submitted by a responsive and responsible Veteran Small Business is within 5% of the bid of such Low Bidder, such Veteran Small Business will be deemed the lowest, responsive and responsible bidder and awarded the contract.
- Contracts Awards Exceeding \$1,000,000. If the Low Bidder is a not a Veteran Small Business and the second lowest responsive and responsible bidder is a Veteran Small Business whose bid is less than a \$50,000 variance in price from the low bid, such Veteran Small Business will be deemed the lowest, responsive and responsible bidder and awarded the contract.

E. *Veteran Small Business - Request for proposals, qualifications or other qualitative submittals and competitive negotiation and selection where lowest price is not the primary factor.* The individual solicitation issued by the District may implement this Veteran Small Business Preference through awarding points (not to exceed five percent of the overall potential points used for the ranking of proposals) to Veteran Small Business in the ranking system used to evaluate the responses to the solicitation. This provision does not apply to procurement of goods or services excepted from this Veteran Small Business Preference policy.

F. The following rules will apply in the event of a tie between bidders or respondents to a solicitation or a conflict between or among preferences as applied under this Policy:

- If two or more responsible and responsive bidders or respondents qualify for one or more preferences under this policy that would allow such preferred bidders or respondents to be deemed the lowest bidder, then the preferred bidder or respondent that submitted the actual lowest bid or pricing will be awarded the contract.
- If two or more responsible and responsive bidders or respondents qualify for one or more preferences under this policy that would allow such preferred bidders or respondents to be deemed the lowest bidder and such bidders or

respondents have submitted identical bids or pricing, then the bidder qualifying for the most preferences will be awarded the contract.

- If two or more responsible and responsive bidders or respondents qualify for one or more preferences under this policy that would allow such preferred bidders or respondents to be deemed the lowest bidder, such bidders or respondents have submitted identical bids or pricing, and such bidders or respondents qualify for an equal number of preferences, the tie will be determined by random chance.
 - Nothing herein will preclude the District from awarding multiple contracts to lowest bidders or respondents qualifying for preferences when the solicitation allows for or otherwise contemplates the award of multiple contracts.
- G. Regardless of anything set forth in this Policy to the contrary, the District reserves the right to reject any bid or response received in response to a solicitation as non-responsive or non-responsible at any time prior to award of the contract. In instances in which a respondent to a solicitation provides false or fraudulent information as to its entitlement to a Buy Local or Veterans Small Business preference, the District may reject the bid, or if a contract has already been executed, void the contract. Nothing herein precludes the District from taking any other disciplinary or remedial action available to it in response to the false or fraudulent information provided.
- H. Regardless of anything set forth to the contrary in this Policy, neither the Buy Local Preference nor the Veterans Small Business Preference may be applied to the following types of purchases and solicitation.
- Purchases that are funded in whole or in part by assistance from any federal, state, or local agency that disallow a local or veterans preference;
 - Purchases subject to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, as amended, or any other statute dictating a particular selection process that excludes local or veterans preferences as scoring or evaluation criteria; and
 - Any type of purchase where a court of competent jurisdiction has determined that a local or veterans' preference is void, illegal, or otherwise contrary to public policy.

Title: Qualified Opportunity Zone Bid Preference

Effective Date: 09/01/2023

Procedure No: PRO-110

What the Program is: The [Opportunity Zone Program](#) is a federal program and aims to foster economic development and job creation in economically distressed communities. It was created by the Federal Tax Cuts and Jobs Act of 2017 to encourage businesses, developers and financial institutions to invest long-term capital in low-income census tract areas.

Florida Opportunity Zones

A total of 427 Qualified Opportunity Zones are designated in Florida and located in every county in the state, stretching from the Panhandle through the Keys. Governors could nominate up to 25 percent of their state's eligible tracts to receive the designation. The nomination process in Florida included reviewing over 1,200 recommendations submitted by local governments, regional planning councils, nonprofits, developers, investors and others. Final nominations were based on a comprehensive review and detailed statistical analysis of relevant population, poverty and unemployment rates and other economic indicators.

I. OBJECTIVE AND SCOPE

The objective of this program is to increase and encourage bidding and contracting participation of businesses located within designated Qualified Opportunity Zones in Orange, Osceola, Lake, Polk, and Seminole counties.

Businesses having their main office located within the Opportunity Zones maps of Orange, Osceola, Lake, Polk, and Seminole counties indicated in the below link are eligible.

[Opportunity Zones Program - FloridaJobs.org](#)

II. OPPORTUNITY ZONE PREFERENCE AWARD STANDARDS

- A. Interested suppliers of contract services and goods who have been certified as a business within a Qualified Opportunity Zone pursuant to this Policy may respond to District solicitations identifying themselves as a Qualified Opportunity Zone business.
- B. Opportunity Zone Bidder - Competitive Low Bid. In any competitive bid or quote process where the contract award is to be made to the lowest bidder, or the responsive and responsible bidder offering the lowest bid (the "Low Bidder"), the following Qualified Opportunity Zone Preference shall apply:

Title: Qualified Opportunity Zone Bid Preference (continued)

Effective Date: 09/01/2023

Procedure No: PRO-110

- Contract Awards \$1,000,000 or less. If the Low Bidder is not located in a Qualified Opportunity Zone, and the next lowest bid submitted from an Opportunity Zone vendor is within 10% of the low bid, such Opportunity Zone vendor will be proclaimed the low bid and deemed the awarded bidder.
 - Contracts Awards Exceeding \$1,000,000. If the Low Bidder is not located in a Qualified Opportunity Zone, and the next lowest bid submitted from a Opportunity Zone vendor is within 10% of the low bid and not more than \$100,000 in difference, such Opportunity Zone vendor will be proclaimed the low bid and deemed the awarded bidder.
- C. The following rules will apply in the event of a tie between bidders or respondents to a solicitation or a conflict between or among preferences as applied under the policies of the District.
- If two or more responsible and responsive bidders or respondents qualify for one or more preferences under this policy that would allow such preferred bidders or respondents to be deemed the lowest bidder, then the preferred bidder or respondent that submitted the actual lowest bid or pricing will be awarded the contract.
 - If two or more responsible and responsive bidders or respondents qualify for one or more preferences under this policy that would allow such preferred bidders or respondents to be deemed the lowest bidder and such bidders or respondents have submitted identical bids or pricing, then the bidder qualifying for the most preferences will be awarded the contract.
 - If two or more responsible and responsive bidders or respondents qualify for one or more preferences under this policy that would allow such preferred bidders or respondents to be deemed the lowest bidder, such bidders or respondents have submitted identical bids or pricing, and such bidders or respondents qualify for an equal number of preferences, the tie will be determined by random chance.
 - Nothing herein will preclude the District from awarding multiple contracts to lowest bidders or respondents qualifying for preferences when the solicitation allows for or otherwise contemplates the award of multiple contracts.
- D. Regardless of anything set forth in this Policy to the contrary, the District reserves the right to reject any bid or response received in response to a solicitation as non-

Title: Qualified Opportunity Zone Bid Preference

Effective Date: 09/01/2023

Procedure No: PRO-110

responsive or non-responsive at any time prior to award of the contract. In instances in which a respondent to a solicitation provides false or fraudulent information as to its entitlement to a Qualified Opportunity Zone preference, the District may reject the bid, or if a contract has already been executed, void the contract. Nothing herein precludes the District from taking any other disciplinary or remedial action available to it in response to the false or fraudulent information provided.

E. Regardless of anything set forth to the contrary in this Policy, the Qualified Opportunity Zone Preference may not be applied to the following types of purchases and solicitation.

- Purchases that are funded in whole or in part by assistance from any federal, state, or local agency that disallow a Qualified Opportunity Zone preference;
- Purchases subject to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, as amended, or any other statute dictating a particular selection process that excludes a Qualified Opportunity Zone preference as scoring or evaluation criteria;
- Opportunity Zone qualified bidders can participate in evaluation-based solicitations; however, they may only claim the local vendor preference noted in PRO-100, Section 9C. No other additional preference will be given where price is not the primary factor; and
- Any type of purchase where a court of competent jurisdiction has determined that a Qualified Opportunity Zone preference is void, illegal, or otherwise contrary to public policy.

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Title: Declaration of State of General Emergency

Effective Date: 09/01/2023

Procedure No: PRO-120

PURCHASES IN THE EVENT OF A DECLARED EMERGENCY

I. PURPOSE

The purpose of this Policy is to provide guidelines for emergency procurement operations and record keeping procedures in the event a major hurricane or other natural disaster strikes the District. Following these guidelines will help ensure that procurement operations continue in the face of such a disaster and emergency supplies are procured as quickly as possible.

II. BACKGROUND

During and in the aftermath of a major hurricane or other natural disaster, this manual provides for the establishment of an emergency procurement operations team that has communications capabilities and access to vendors whose businesses have not been affected by the hurricane or other natural disaster, allowing procurement of needed goods and services.

III. POLICY

In the event of a major hurricane or other natural disaster, to ensure a continuation of Procurement capability, some of the Procurement and Contracting staff may be relocated to the EOC operations center. If required, the team will be provided work space and staff at the Emergency Operations Center.

Records and reports are required to support requests for reimbursement of District public funds expended as a direct result of a disaster. It is therefore imperative that the practices outlined in this manual be implemented locally to ensure accurate record keeping in the aftermath of a natural disaster. For the purposes of this policy, all natural disasters are referred to herein with the term "hurricane," because that is the natural disaster most likely to occur in the state of Florida. Regardless, these same policies applicable to hurricanes are applicable to all other natural disasters warranting an emergency response.

A. Procurement Operations Prior to Arrival of Hurricane

Upon Notification of Hurricane Alert by EOC

1. When the District Contracting Officer or designee is notified by the EOC that it is preparing for the evacuation of low-lying areas due to an approaching hurricane, he/she will implement the Hurricane Alert

Title: Declaration of State of General Emergency (continued)

Effective Date: 09/01/2023

Procedure No: PRO-120

Notification Procedure if the declaration occurs outside of normal work hours. Designated Procurement and Contracting personnel will be contacted by telephone, and instructions will be provided for operations and for the placement at EOC, if necessary. Staffing may be physically present in office or at remote locations.

2. The Procurement and Contracting team will report to the office to move computers to a secure area and to secure personal areas from damage in the case that windows are broken. If the emergency is declared during normal work hours, these steps will either be done or scheduled prior to releasing staff. If the emergency is declared outside normal work hours, staff will be notified when to report to the office to accomplish these tasks when the alert notification is conducted.
3. An EOC staffing roster will be established, which will provide for the Contracting Officer and a Buyer to rotate shifts for the duration of the hurricane alert.
4. The Procurement and Contracting team will be established and consist of the Contracting Officer and a Buyer, and one other employee, if needed.
5. Procurement and Contracting staff will maintain a box labeled "EOC Emergency Procurement Kit." ("Procurement Kit"). This box will contain the necessary forms and reference materials for local emergency Procurement operations. The EOC box and supplies (including the EOC Log, one box of Emergency Requisitions/ Purchase Order forms, Vendor Lists for emergency supplies and equipment, and a list of District Term Contracts) will be taken from the Procurement and Contracting Department to the EOC. The Procurement and Contracting Department will be responsible for inventorying the Procurement Kit on a quarterly basis throughout the year and once at the official start of the Hurricane season in order to ensure that all materials are present.
6. The Procurement Kit will be distributed to any department that will be involved in the procurement of materials and services in the field prior to the designated emergency. Procurement and Contracting staff will sign in on a Procurement and Contracting Staff Sign-In Log. Any Procurement activity will be recorded on a Procurement Activity Log. All Requisition/Purchase orders will be logged on an Emergency Requisition/Purchase Order Log.

B. After Passage of Hurricane

Immediately Following the Hurricane

1. Employees will monitor local radio and television to attempt to find out when District offices will reopen. If the telephones are still operative, employees will remain near their telephones to await instructions as storm recovery operations begin.
2. Designated team members will await instructions on reporting to work.
3. It is possible the Procurement and Contracting Department will activate "contact teams" of two people each to go to primary recovery areas where District workers are heavily engaged in recovery work. Those contact teams would have the task of assisting District personnel in correctly specifying needed goods and services to avoid delays and confusion when emergency requisitions arrive in the EOC.
4. All Procurement and Contracting personnel will ensure that proper forms and FEMA accounting procedures are observed, so the District can obtain reimbursement from FEMA after the recovery.

C. Local Procurement Operations

Logistics

1. The Procurement operation at the EOC will consist of Procurement personnel from the District and county. Procurement representatives will ensure that incoming Emergency Requisitions / Purchase Orders are complete and accurate and will coordinate the distribution of these Emergency Requisitions / Purchase Orders for processing. Additional Procurement personnel may be assigned to the EOC if warranted.
2. Due to limited space within the EOC, the local Procurement operation will be established by the Contracting Officer or designee of the Procurement Director outside of the EOC. The exact location, composition, and activities of the local Procurement operation will be tailored to meet existing conditions and needs. Shifts will be authorized if warranted.

Authorities

1. Authority to Request: The District Administrator can sign and submit an Emergency Requisition/Purchase Order to the EOC. An alphabetical listing of District employees authorized by the District Administrator to make purchases is also provided in the EOC box for employee verification purposes.
2. Authority to Approve: The Procurement and Contracting representative at the EOC reserves the right to question all incoming Emergency Requisitions/ Purchase Orders and may require additional departmental justification for certain requisitions which do not appear to be emergencies. The Procurement and Contracting representative at the EOC also has the authority to set priorities as to what is requisitioned immediately following the hurricane and differentiate between emergency requirements and normal operating supplies.
3. The names and signatures of the Contracting Officer or designee and all Buyers will be provided on an "Authorized Signature List." This list will be included in the EOC Emergency Procurement Kit. Authority to process Emergency Requisitions/Emergency Purchase Orders rests with the Contracting Officer or designee of the Procurement and Contracting Department or other designated representatives identified on this list.
4. A signature from this "Authorized Signature List" must be obtained beneath the Requestor's signature on the Emergency Requisition/Purchase Order.

Vendors

1. A binder containing commitments from vendors to provide certain emergency supplies to the District will be included in the Emergency Procurement Kit. These vendors will be contacted initially using the on-call phone numbers to see if they are operational and can fulfill the request.
2. If it is determined that vendors from whom the District has obtained commitments cannot supply the materials in a timely fashion, other vendors may be contacted to secure the supplies or services needed.

3. Prior to a declared emergency, the Procurement and Contracting Department will e-mail a letter to various vendors notifying them of the emergency and the possible need of supplies and services.

D. FEMA Guidelines to Follow in Procurement and Contracting

FEMA guidelines to follow include:

1. All records and reports required to support requests for reimbursement of District funds expended as a direct result of a disaster must be original for audit purposes. Keep all original documentation.
2. FEMA will not reimburse for blanket agreements. Each Purchase Order or Contract for emergency supplies or services must be specific.
3. Following a "Declaration of Emergency" and in the interest of expediency, the Procurement and Contracting teams at the EOC will be exempt from bid/quote requirements. However, if time and circumstances allow, a competitive quotes should be obtained when possible.
4. Renting and Leasing equipment and materials shall give precedence over outright procurement. FEMA strongly prefers requests for reimbursement on rented items.
5. Oral contracts will jeopardize the District's ability to receive reimbursement from FEMA. All contracts must be in writing and specify quantities, prices and specific items being purchased.
6. Personnel should be wary of out-of-state vendors submitting bogus bid bonds or worthless payment and performance bonds. To protect the District, bonds must be issued by or countersigned by an agent authorized to do business in Florida.
7. Vendors who have been debarred, suspended, or deemed ineligible by FEMA or the State of Florida may not be engaged in disaster recovery work.
8. Contracts for removal of debris or wreckage should be based on fixed price or unit price (*e.g.* cubic yard).
9. Contracting for construction work should be based, whenever possible, upon competitive bids.

Title: Declaration of State of General Emergency (continued)

Effective Date: 09/01/2023

Procedure No: PRO-120

10. To the extent feasible and practicable, contractors residing or doing business primarily within District should be engaged in disaster recovery work. FEMA encourages contractors to support the local economy. All contracts entered into which will involve FEMA claims must state that the contractors will use materials and supplies and hire laborers to the extent possible within the disaster area.

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I. RELATIONS WITH VENDORS

- A. During interviews with Procurement and Contracting staff, or any current or any expected upcoming procurement action with vendors, no one may commit or indicate their preference for any product or service, or give any information regarding performance or price, which information might give one vendor an advantage over another vendor, or negatively affect the fair and transparent procurement process.
- B. All formal correspondence with suppliers during a solicitation, and up until award, will be through the Procurement and Contracting Department only, except in special cases where technical details involved make it advisable to delegate authority to others. In such cases, Procurement and Contracting will be provided an informational copy of all correspondence regarding the solicitation.
- C. All vendors/bidders are prohibited from lobbying District staff, officials, and the Board of Supervisors during any solicitation process. Refer to **PRO-145 Anti-Lobbying Policy**.

II. ETHICS POLICY & STANDARDS

- A. Fair and Equitable Treatment: Decisions and transactions by District employees must in all respects be fair and equitable. Actions and activities should be avoided that create any perception that District employees could exert improper influence on behalf of vendors.
- B. Representation: Honesty, transparency, and trustworthiness are essential for strong business relationships. District employees must not misrepresent business information, themselves (including their level of authority), or the District to anyone.
- C. Gifts: The District selects goods and services based solely on "best value" (i.e. the optimum combination of price, delivery, and quality). To avoid any perception of an improper attempt to influence business decisions and to avoid feeling obligated to donors, gifts must never be solicited by a District employee, nor may any gift be accepted that is more than of a nominal value.
- D. Hospitality: Consistent with the rationale behind non-acceptance of gifts, accepting generous hospitality may create a conflict of interest or appear to compromise the integrity of an employee's decision in the selection of bidders for the supply of goods or related services. Thus, personnel must consult with the District's legal department prior to accepting any hospitality offers.

Title: Anti-Lobbying Policy

Effective Date: 09/01/2023

Policy No: PRO-145

I. PURPOSE

All vendors/bidders are prohibited from lobbying District staff, officials, other bidders/proposers, and the District's Board of Supervisors during any solicitation process to ensure fair and open competition.

II. APPLICABILITY

The anti-lobbying policy and restrictions apply to ANY procurement action, including formal bids, professional procurements, informal solicitations, and quote requests.

III. ANTI-LOBBYING POLICY

To ensure fair consideration for all proposers/bidders, the District strictly prohibits any communication, whether written, verbal, or through a third party, relative to a solicitation or procurement action with other bidders/proposers, any department, District official, District Board member, or employee during the submission process, except inquiries directly made to the Procurement and Contracting Department, and/or the Contracting Officer.

Additionally, the District prohibits communications initiated by a proposer/bidder, agent, or third party of proposer/bidder to other bidders/proposers, any District official(s), District Board of Supervisors, or employee(s) evaluating or considering the proposals/bids prior to and up to the time an award decision is made or approved at a scheduled District Board meeting.

In special cases where technical details are involved, Procurement and Contracting may delegate authority to others. In such cases, Procurement and Contracting will be provided an informational copy of all correspondence to ensure that Procurement and Contracting is aware of the status of all solicitations..

For all informal solicitations or quote processes, proposer/bidder communication is limited to the District staff managing the procurement process, as well as the Procurement and Contracting Department, and/or the Contracting Officer.

Any prohibited communications initiated by a bidder, or a third party on behalf of bidder, will be grounds for disqualifying the offending bidder from consideration for award of the solicitation, AND such bidder may face up to a three (3) year debarment from doing any business with the District.

Title: Procurement Protest Procedure

Effective Date: 09/01/2023

Policy No: PRO-150

A. Written Protest. Any actual or prospective bidder/responder who is allegedly aggrieved in connection with the solicitation or pending award of a contract may file a protest with the District Administrator. A protest shall be valid only if such is submitted in writing to the District Administrator no later than 5:00 p.m., local time on the fifth business day after the District issues a notice of award recommendation and if such complies with the content requirements specified herein. **Failure to timely submit a written protest shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award.** The written protest shall contain the following:

- i. Identify and provide the contact information for the protestor;
- ii. The IFB or RFP (or other solicitation reference) number and title;
- iii. Clearly state the factual basis upon which the protest is based;
- iv. State all statutes, laws, ordinances, or other legal authorities supporting such protest; and
- v. Identify the relief to which the protestor is entitled.

B. Bid Protest Fee: A person or entity filing a protest must render along with their written protest payment of a bid protest fee in the form of a certified check, cashier's check, attorney's trust account check or money order made payable to the Central Florida Tourism Oversight District in the amount of (i) \$750.00 where the notice of award recommendation relates to a bid of less than \$100,000; (ii) \$1,500.00 where the notice of award recommendation relates to a bid of \$100,000 to \$500,000; or (iii) \$2,500.00 where the notice of award recommendation relates to a bid exceeding \$500,000. Failure to render timely payment of the bid protest fee shall result in the bid protest being rejected and of no force and effect. In the event the protesting party ultimately prevails in the protest proceeding before the District, the bid protest fee will be returned to such party.

C. Notice to Other Bidders/Responders: A protestor must mail or hand deliver copies of all notices of protests and formal written protests to all other bidders/responders within three (3) business days of filing the written protest with the District and shall provide the District with evidence of such mailing or delivery, which may be in the form of a certified mail receipt or affidavit of delivery.

D. Stay of Award. Upon timely receipt of a protest, and in the absence of emergency circumstances, the District Administrator shall ensure that the award is suspended until

such protest is resolved. If the District Administrator, after consultation with the head of the requisitioning department, determines that a bid or contract must be awarded without delay in order to protect the public health, welfare or safety, to comply with an existing regulatory, permitting or contractual obligation, or to prevent the loss of a funding source, a bid protest shall not delay or otherwise impede the award of such bid or contract.

E. District Administrator Review. After receipt of a timely written protest, the District Administrator shall consider and attempt to resolve the protest. For the purposes of investigating, reviewing, and resolving a protest, the District Administrator may appoint a designee of his/her choosing to represent and act on behalf of the District Administrator at all stages of the bid protest review and proceedings. Such designee should have adequate experience and background in public procurement matters and be familiar with the District's procurement procedures. Prior to rendering a decision, the District Administrator shall schedule and conduct a meeting in order to hear the arguments from the protestor and other interested bidder/responders. The time, date and location of the protest meeting will be noticed by the District to the protestor and other bidders/responders.

F. Protest Meeting. At the protest meeting, the protestor and any other interested bidders/responders who may be affected by the District's procurement decision or award recommendation, or their designated legal counsel, will be allowed to make a brief oral presentation of evidence and argument. However, neither direct nor cross examination of witnesses will be permitted, although the District Administrator or his/her designee may make whatever inquiries deemed pertinent to a determination of the protest. Submission of written or physical materials, objects, statements, affidavits and arguments relevant to the protested matters may be submitted prior to or at the protest meeting. The District Administrator or his/her designee may solicit and receive input from District employees, consultants and other persons not a party to the protest proceeding. The statutory and judicial rules of evidence shall not apply to the proceedings. Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.

G. District Administrator's Decision. In making his/her decision on the protest, the District Administrator or his/her designee shall have the authority to uphold the award recommendation, cancel the pending procurement process, re-bid the contract, revise the award recommendation, and take other such actions that are within District's procurement authority. After conducting the protest meeting, the decision of the District Administrator or his designee may be orally announced at such meeting. However, after the protest meeting the District Administrator's office shall promptly

Title: Procurement Protest Procedure (continued)

Effective Date: 09/01/2023

Policy No: PRO-150

issue a written decision stating the reason for the action taken with a copy furnished to the protesting party and all other interested bidder/responders. The decision of the District Administrator's office shall be final and conclusive as to any contract award not requiring Board of Supervisors approval. For contracts requiring Board of Supervisor approval, the decision of the District Administrator's office may be appealed to the Board of Supervisors, if such appeal is timely filed.

H. Appeal to Board of Supervisors: Bidders/responders who are adversely affected by the District Administrator's decision with respect to a contract award requiring Board of Supervisor approval, may appeal the District Administrator's decision by filing a written appeal with the District Clerk, no later than 5:00 p.m. on the third (3rd) business day following the date of the written decision issued by the District Administrator or his/her designee. The written appeal shall substantially conform to the written protest notice content requirements of Section A and shall be sent by the appealing party to all other bidders/responders within three (3) business days of filing the written appeal with the District in the same manners as provided in Section C. **Failure to timely file a written appeal shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award.**

I. Appeal hearing. If an appeal is timely received, the appeal shall be heard by the District Board of Supervisors at a public meeting. The time, date and location of the District Board of Supervisors meeting shall be noticed by the District in the same manner as its notices regular District Board of Supervisors meetings. The Board of Supervisors' review of the District Administrator's decisions shall be a *de novo* review. The procedure for the Board of Supervisors' review will be similar to the process specified for the protest meeting in Section G. After conclusion of the presentations, the Board of Supervisors shall conduct public deliberations, and, upon completion thereof, hold a vote as to the resolution of the appeal. The outcome of such vote and reasons provided therefore shall constitute the District's final determination of the matter.

J. Exclusive method of protest, objection, and appeal. There is a compelling District interest in procuring goods and services in a timely manner so as to provide District residents and visitors with efficient, cost-effective, and operationally effective District infrastructure, facilities, and services in a timely manner. Consequently, procurement disputes must be resolved with minimal delays. Therefore, the procedure set forth herein is the sole means by which a bidder/responder aggrieved by a decision of the District may seek recourse. Refusal or failure by any aggrieved bidder/responder to pursue its right of protest under these procedures shall constitute a waiver of its right to pursue any further remedies or appeals, either administratively or judicially. Any judicial proceedings that may or could be filed against the District by an aggrieved or adversely

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affected party shall be filed within thirty (30) days after the District's final decision on a procurement matter. **Failure to timely file a judicial action in accordance with these procedures shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award.**

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