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Supervisor of Elections
Orange County, Florida



OUR MISSION IS TO:
Ensure the integrity of the electoral process.
Enhance public confidence.
Encourage citizen participation.

ORANGE COUNTY SUPERVISOR OF ELECTIONS PROCUREMENT POLICY

June 2024

v.2

Title: **Procurement Policy**

Effective Date: 06/21/2024

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Title: Overview of Procurement Procedures

Effective Date: 06/21/2024

Policy No: SOE-010

The Procurement Policy is designed to explain and facilitate understanding of the procurement and contracting functions of the Orange County Supervisor of Elections office (hereinafter referred to as the "OC SOE") and the Supervisor of Elections (hereinafter referred to as the "SOE").

I. APPLICABILITY

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

II. RESPONSIBILITY AND FUNCTION

A. Purchasing Agent

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

B. Chief Financial Officer

1. The Chief Financial Officer supervises the Purchasing Agent and ensures full and open competition where possible on all purchases and sales.

C. Chief of Staff

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

D. Director of Community Outreach

1. The Director of Community Outreach will ensure Veteran Small Businesses have the opportunity to participate in the procurement process.

III. GENERAL PROCUREMENT PRACTICES

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

No OCSOE employee may purchase any materials, supplies, equipment, and contractual services, or make any contract 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 OCSOE be bound thereby.

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Title: Duties of Purchasing Team

Effective Date: 06/21/2024

Policy No: SOE-015

I. PURCHASING AGENT

The Purchasing Agent is responsible for procuring and contracting supplies and services for the OCSOE.

DUTIES:

- Supervise the bidding process from solicitation preparation to when goods are received;
- Keep informed of current developments in the field of procurement, contracts, market conditions and new products;
- Oversee vendor relations and operations, including vendor registration, contract performance, ratings, disputes, and ensure that vendors are treated fairly with open and transparent competition;
- 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;
- Make all bid awards in the best interest of the OCSOE subject to final contract approval by the SOE;

II. CHIEF FINANCIAL OFFICER

The Chief Financial Officer supervises the Purchasing Agent and ensures full and open competition where possible on all purchases and sales.

DUTIES:

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

Title: Duties of Purchasing Team (continued)

Effective Date: 06/21/2024

Policy No: SOE-015

- Supervise the bid process from solicitation preparation to contract closeout;
- Negotiate and award contracts for goods, services, and capital improvements;
- Create and maintain a suspended and debarred vendor list for vendors who violate or default on the OCSOE procurement policy, state or federal law, bid terms and conditions, contracts, purchase orders, amendments, or change orders;
- Provide a surplus facility if necessary, and oversee the transfer and/or disposal of OCSOE property

III. CHIEF OF STAFF:

The Chief of Staff is responsible for ensuring that OCSOE follows best contracting practices and encourages fair and open competition for all OCSOE procurements.

DUTIES:

- Develop procurement and contracting policies and managing operations of OCSOE procurement and contracting, including the acquisition of supplies, contractual services, professional services and warehousing, inventory, except as provided herein;
- Assist SOE with defining procurement methods, policies, solicitation thresholds and contracting decisions which are in the best interest of the OCSOE;
- Assist SOE with performing OCSOE-wide contracting oversight including drafting, negotiation, and review

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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) Chief of Staff and
- B) Department Chief(s)

In addition, if the purchase exceeds **\$10,000**, the purchase order must be reviewed and approved by the SOE, and 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) SOE and
- B) Chief of Staff and
- C) Chief Financial Officer

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Title: Competition Requirements

Effective Date: 06/21/2024

Policy No: SOE-030

I. COMPETITION LEVEL REQUIREMENTS

SUPPLIES

- A. Purchases for supplies under **\$2,500** are exempt from the competitive bidding and quoting requirements but must be approved by Department Chiefs and Chief of Staff prior to purchase.
- B. Purchases for supplies from **\$2,500 to \$10,000** may be made with or without competitive bidding. **Veteran and Local Opportunity Zone vendors** are preferred. New vendors, who have not contracted with the OCSOE in the past 2 years, are also preferred.
- C. Purchases for supplies over **\$10,000** require a formal quoting process, hosted by the Chief of Staff. The Chief of Staff may opt to waive the hosting requirement when deemed appropriate and in the best interest of the OCSOE.

SERVICES

- A. Purchases for services under **\$2,500** are exempt from the competitive bidding and quoting requirements but must be approved by Department Chiefs and Chief of Staff prior to purchase.
- B. Purchases for services under from **\$2,500 to \$30,000** may be made with or without competitive bidding. **Veteran and Local Opportunity Zone vendors** are preferred. New vendors, who have not contracted with the OCSOE in the past 2 years, are also preferred.
- C. Purchases for services over **\$30,000** require a formal bidding process, hosted by the OCSOE. It is the Director or Department Chief's responsibility to provide a complete and well-written scope, signed and sealed plans, if any, along with specifications to the Purchasing Agent 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.

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I. BID EVALUATION

The OCSOE 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 OCSOE, 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.

II. PRE-QUALIFICATION

The Purchasing Agent may conduct a prequalification process for various continuing services for the OCSOE. Through such prequalification process, the Purchasing Agent 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.

III. 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 Purchasing Agent 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 SOE 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 OCSOE in the selection of a vendor and the relative importance or priority of such factors in reaching a final determination. The SOE 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.
- 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 OCSOE.

- 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 OCSOE's requirements and the firm's proposal/letter and to facilitate arriving at a contract most advantageous for the OCSOE. Such negotiating committees should be chaired by the Chief of Staff, as needed; however, other qualified OCSOE personnel may be used if necessary. The OCSOE 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 OCSOE 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 OCSOE, or the loss of desirable business development

B. EMERGENCY PROCUREMENT PROCEDURE:

1. In the event of an emergency or a critical purchase requirement, the SOE or his/her designee, upon receipt of a written request transmitted through the Chief of Staff or his/her designee, may authorize emergency or critical purchases estimated to **exceed \$30,000**. 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 \$30,000** may be approved by the Chief of Staff without a formal solicitation. In such cases, the Chief of Staff will issue a written memorandum to the SOE 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 Chief of Staff further determines that the time required to obtain pricing information will exacerbate or otherwise aggravate the danger or loss to the OCSOE 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 OCSOE infrastructure are exempt

Title: Emergency or Critical Purchases (continued)

Effective Date: 06/21/2024

Policy No: SOE-050

from public bidding.

- B. Non-disclosure agreements are required by all vendors providing equipment or services in support of OCSOE-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 OCSOE. Contractual agreements or purchase orders, in most cases, will still be required for exempt items.

- A. Agreements between the OCSOE 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. Items/services exempt from competition per applicable Florida statute.
- G. Banking, investment, accounting, auditing, rate study, and financial services.
- H. Supplies purchased for resale.
- I. Instructors, lecturers, presenters, trainer fees, and materials.
- J. Groceries, food, and beverages, including concessions for OCSOE events.
- K. Sponsorships/Charitable Contributions.
- L. Dues, memberships, subscriptions.
- M. Newspaper, periodical, billboard or electronic advertising or marketing.
- N. Attorneys, expert witnesses, court fees, mediator services, and other legal services and litigation expenditures.

- O. Proprietary software.
- P. Employee insurance, retirement benefits, and health services.
- Q. Goods or services granted a formal competitive procurement waiver by the SOE 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 Proprietary software.

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 OCSOE 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 SOE.

C. PIGGYBACKING CONTRACTS

To the extent not prohibited by general law, whenever a state, county, municipality, or other governmental agency has a pre-existing contract, which is in effect concerning goods, materials, equipment or services the OCSOE wishes to acquire, the OCSOE 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 OCSOE may 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 may consent to the piggybacking.

The contractor/vendor shall execute a separate agreement with the OCSOE which confirms that the same prices, terms and conditions granted to the original contracting governmental agency will be granted to the OCSOE along with agreement to OCSOE 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 OCSOE 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 SOE or designee may establish policies relating to the appropriateness of and criteria for piggybacking onto contracts of other governmental agencies.

D. WAIVER

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

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

I. GENERAL

If a dispute arises between the OCSOE 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 Chief of Staff 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 SOE shall set a meeting with the Chief of Staff 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 OCSOE. A final decision will be rendered no later than ten (10) business days after the dispute was received by the OCSOE.

III. INTEREST

If the SOE or his/her designee upholds the OCSOE'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 OCSOE's final decision. If the SOE 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: 06/21/2024

Policy No: SOE-090

I. GENERAL

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

A. Authority

As set forth herein, the Chief of Staff and/or the Chief Financial 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 SOE 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 OCSOE'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 OCSOE vendors and contractors, and this policy and the procedures provided for herein do not supplant or supersede the OCSOE'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 Chief of Staff and/or the Chief Financial 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 OCSOE solicitations if the company provides proof of financial soundness, current business references, and responsible business methods acceptable to the Chief of Staff and/or the Chief Financial 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 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 OCSOE 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 OCSOE 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 OCSOE or another public entity evaluated as poor or unsatisfactory. For the purposes of evaluating the overall performance of OCSOE contracts, performance will be deemed poor or unsatisfactory where the vendor or contractor continues to perform poorly or otherwise unsatisfactorily after the OCSOE 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 OCSOE's prohibition on factoring while vendor is under contract, bidding on work, or otherwise employed by the OCSOE. Factoring is a practice of selling business accounts receivables (future invoices) to a third party at a discount for obtaining funding,
 10. Any other cause the Chief of Staff determines to be serious and compelling as to materially and adversely affect responsibility of a vendor to do business with the OCSOE.

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D. Effects of Suspension and Debarment

Suspended or debarred vendors are excluded from receiving contracts, and OCSCOE shall not solicit offers from, award contracts to, or consent to subcontracts with these vendors, unless the OCSCOE determines that an emergency exists justifying such action and obtains approval from the OCSCOE. Such vendors are also excluded from conducting business with the OCSCOE 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 SOE.
2. Purchasing Agent, Chief Financial Officer, or the Chief of Staff may not renew or otherwise extend the duration of current contracts, or consent to subcontracts with suspended or debarred vendors, unless the SOE determines that an emergency exists justifying the renewal or extension of such contracts.

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I DEFINITIONS

- A. "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.
- B. "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 to participate in the OCSOE's contracting and procurement process and to facilitate a level playing field for such businesses.

This program is intended to substantially comply with the OCSOE'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 OCSOE.

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

III PROGRAM ACTION PLAN

The implementation and administration of the program is the responsibility of the Purchasing Agent with oversight by the SOE. The Purchasing Agent will as their responsibility:

- A. Assist Veteran Small Businesses in overcoming barriers to their participation in the OCSOE's procurement process. This includes assistance with certification, forms preparation, notification of contract opportunities, and business educational opportunities.
- B. Explain the requirements of the program to contractors and vendors.
- C. Review contract awards relative to participation of Veterans and make recommendations to expand the program

IV. OUTREACH

The Director of Community Outreach will ensure Veteran Small Businesses have every opportunity for full program participation by undertaking the following steps:

- A. Provide Veteran Small Business vendors with workshops and other opportunities to:
 - interact with Veteran businesses;
 - teach procedures and policies for submitting bids, proposals, and invoices; and
 - obtain listings of and learn about the products and services purchased across OCSOE departments.
- B. Attend and participate in trade fairs and community events.
- C. Establish relationships with Veteran Small Business and Local Business community leaders.
- D. Increase OCSOE wide awareness of the OCSOE's Veteran Small Businesses objectives and opportunities by providing access to Veteran Small Businesses for services or products purchased with/without competitive bidding.
- E. Distribute business cards and marketing materials at events and meetings
- F. Notify Veteran Small Businesses regarding future bid opportunities.
- G. Maintain a listing of goods and services provided by current Veteran Small Businesses and make this list available to OCSOE departments.

V. CERTIFICATION

- A. Only businesses certified by the OCSOE's Veterans Business program are qualified to receive a solicitation preference.
- B. Businesses wishing to be pre-certified as a Veteran Small Business, the vendor must submit a completed application for pre-certification in a form approved by the OCSOE to SOE for review and/or approval. Applicants may be required to provide the following in order to verify eligibility:

- *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 OCSOE but which wish to benefit from a Veterans preference in responding to a solicitation must submit an Affidavit of Eligibility in a form approved by the OCSOE. This 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 OCSOE may decertify a Veteran Small Business if the Chief of Staff or the Chief Financial Officer determines any of the following as true:

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

VI. NOTIFICATION REQUIREMENTS AND PROCUREMENT POLICIES

- A. When a business is accepted by the Veterans Small Business program as a Veteran Small Business, the business will be added by the Purchasing Agent to the OCSOE's vendor database as certified veteran businesses.

- B. There will be no limits to the number of businesses within the Veterans Small 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 OCSOE 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 SOE.

IX AWARD STANDARDS

- A. Interested suppliers of contract services and goods who have been certified as a Veterans Small Business pursuant to this Policy may respond to OCSOE solicitations identifying themselves as certified Veteran.
- B. *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 \$30,000 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 \$30,000. 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 \$10,000 variance in price from the low bid, such Veteran Small Business will be deemed the lowest, responsive and responsible bidder and awarded the contract.
- C. *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 OCSOE 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.

D. 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 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 OCSOE 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.

E. Regardless of anything set forth in this Policy to the contrary, the OCSOE 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 Veterans Small Business preference, the OCSOE may reject the bid, or if a contract has already been executed, void the contract. Nothing herein precludes the OCSOE from taking any other disciplinary or remedial action available to it in response to the false or fraudulent information provided.

F. Regardless of anything set forth to the contrary in this Policy, 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.

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Title: Qualified Opportunity Zone Bid Preference

Effective Date: 06/21/2024

Policy No: SOE-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.

G. 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 County.

Businesses having their main office located within the Opportunity Zones maps of Orange County indicated in the below link are eligible.

[Opportunity Zones Program - FloridaJobs.org](https://www.floridajobs.org/qualified-opportunity-zones)

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 OCSOE 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

- Contract Awards \$50,000 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 \$30,000. 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 \$25,000 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 OCSOE.
- 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 OCSOE 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 OCSOE 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 Qualified Opportunity Zone preference, the OCSOE may reject the bid, or if a contract has already been executed, void the contract. Nothing herein precludes the OCSOE 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 SOE-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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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 OCSOE. 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, the **Chief Financial Officer** may be relocated to the Emergency Operations Center (EOC). If required, the team will be provided workspace and staff at the EOC.

Records and reports are required to support requests for reimbursement of OCSOE 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 SOE or his/her 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 Continuity of Operations Plan for OCSOE ("C.O.O.P.") Plan.

2. Notification Procedure if the declaration occurs outside of normal work hours. Designated 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.
3. The Facility Manager 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.
4. An EOC staffing roster will be established, which will provide for the Chief of Staff and a Buyer to rotate shifts for the duration of the hurricane alert.
5. The Procurement and Contracting team will be established and consist of the Chief of Staff and a Buyer, and one other employee, if needed.
6. Procurement and Contracting team 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 OCSOE Term Contracts) will be taken from the Chief of Staff to the EOC. The Chief of Staff 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.
7. The Procurement Kit will be distributed to any OCSOE department that will be involved in the procurement of materials and services in the field prior to the designated emergency. Procurement and Contracting team 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 OCSOE 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. All Procurement and Contracting personnel will ensure that proper forms and FEMA accounting procedures are observed, so the OCSOE 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 OCSOE 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 Chief of Staff 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 SOE can sign and submit an Emergency Requisition/Purchase Order to the EOC. An alphabetical listing of OCSOE employees authorized by the SOE to make purchases is also provided in the EOC box for employee verification purposes.
2. Authority to Approve: Chief of Staff 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 Purchasing Agent at the

EOC also has the authority to set priorities as to what is requisitioned immediately following the hurricane

3. The names and signatures of the Chief of Staff 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 Chief of Staff or designee 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 OCSOE 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 OCSOE 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 Facilities Manager 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 OCSOE 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 Purchasing Agent 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 OCSOE'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 OCSOE, 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.
10. To the extent feasible and practicable, contractors residing or doing business primarily within OCSOE 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 Purchasing Agent, 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 Purchasing Agent only, except in special cases where technical details involved make it advisable to delegate authority to others. In such cases, Purchasing Agent will be provided an informational copy of all correspondence regarding the solicitation.
- C. All vendors/bidders are prohibited from lobbying OCSOE staff, and officials, during any solicitation process.

II. ETHICS POLICY & STANDARDS

- A. Fair and Equitable Treatment: Decisions and transactions by OCSOE employees must in all respects be fair and equitable. Actions and activities should be avoided that create any perception that OCSOE employees could exert improper influence on behalf of vendors.
- B. Representation: Honesty, transparency, and trustworthiness are essential for strong business relationships. OCSOE employees must not misrepresent business information, themselves (including their level of authority), or the OCSOE to anyone.
- C. 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 OCSOE's legal department prior to accepting any hospitality offers.

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I. PURPOSE

All vendors/bidders are prohibited from lobbying OCSOE staff, officials, other bidders/proposers 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 OCSOE 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, OCSOE official, or employee during the submission process, except inquiries directly made to the Procurement Agent.

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

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

For all informal solicitations or quote processes, proposer/bidder communication is limited to the OCSOE staff managing the procurement process, as well as the SOE, and/or the Chief of Staff.

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 OCSOE.

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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 SOE. A protest shall be valid only if such is submitted in writing to the SOE no later than 5:00 p.m., local time on the fifth business day after the OCSOE 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 OCSOE 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 OCSOE, 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 OCSOE and shall provide the OCSOE 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 SOE shall ensure that the award is suspended until such protest is resolved.

If the SOE, after consultation with the Chief of Staff, or legal counsel, 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. SOE Review. After receipt of a timely written protest, the SOE shall consider and attempt to resolve the protest. For the purposes of investigating, reviewing, and resolving a protest, the SOE may appoint a designee of his/her choosing to represent and act on behalf of the SOE at all stages of the bid protest review and proceedings. Prior to rendering a decision, the SOE 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 OCSOE 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 OCSOE'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 SOE 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 SOE or his/her designee may solicit and receive input from OCSOE 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.

SOE Decision. In making his/her decision on the protest, the SOE 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 OCSOE's procurement authority. After conducting the protest meeting, the decision of the SOE or his designee may be orally announced at such meeting. However, after the protest meeting the SOE office shall promptly 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 OCSOE's office shall be final and conclusive as to any contract award not requiring SOE's approval. For contracts requiring SOE's approval, the decision of the OCSOE office may be appealed to the SOE, if such appeal is timely filed

G. Appeal to SOE: Bidders/responders who are adversely affected by the SOE's decision with respect to a contract award, may appeal the SOE's decision by filing a written appeal with the OCSOE, no later than 5:00 p.m. on the third (3rd) business day following the date of the written decision issued by the SOE 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 OCSOE 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.**

H. Appeal hearing. If an appeal is timely received, the appeal shall be heard by the SOE at a public meeting. The time, date and location of the meeting shall be noticed by the OCSOE in the same manner as its notices regular meetings. The review of the SOE's decisions shall be a *de novo* review. The procedure for the review will be similar to the process specified for the protest meeting in Section G. After conclusion of the presentations, the SOE 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 OCSOE's final determination of the matter.

I. Exclusive method of protest, objection, and appeal. There is a compelling OCSOE interest in procuring goods and services in a timely manner so as to provide OCSOE residents and visitors with efficient, cost-effective, and operationally effective OCSOE 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 OCSOE 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 OCSOE by an aggrieved or adversely affected party shall be filed within thirty (30) days after the OCSOE'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**