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AGENDA

THE GULF CONSORTIUM
Policy Review Committee

May 31, 2023 10:00am ET

GoToMeeting

Connection info: <https://meet.goto.com/528107381>

Dial In Number: +1 (571) 317-3116

Access Code: 528-107-381

Committee Members

Yana Matiyuk (Pinellas), Michelle Metcalf(Wakulla), Jane Evans (Okaloosa), Lawanda Pemberton (Taylor), Lynn Hoshihara

Staff

Valerie Seidel, Daniel Dourte, Richard Bernier

Item 1. Call to Order.

Valerie Seidel will call the meeting to order.

Item 2. Roll Call.

Consortium Manager Valerie Seidel will call the roll.

Item 3. Additions or Deletions.

Any additions or deletions to the committee meeting agenda will be announced.

RECOMMEND: Approval of a final agenda.

Item 4. Public Comments.

The public is invited to provide comments on issues that are on today's agenda.

Item 6. Committee Chair

Committee Chair Election

Item 5. Review of Policy Revisions

Staff will review redlined version of the Gulf Consortium Communications, Conduct, Internal Controls, Procedures Review, and Procurement policy revisions.

Procedures Review Comm. Agenda

Page 2.

(Please see back up pages Communications and Public Records Policy pages 7-17, Conduct Policy pages 18-26, Internal Controls Policy pages 27-38, Procedures Review Policy pages 39-43 and Procurement Policy pages 44-81)

RECOMMEND: Recommend approval of the proposed policy revisions to the full Board.

Item 6. Next Meetings

Subrecipient policy, Accounting and Finance Procedures and Grant Manual will be reviewed at the next meeting.

Item 7. Public Comments.

The public is invited to provide comments on issues that are on NOT today's agenda.

Item 8. Adjournment.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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<u>County</u>	<u>Committee Member</u>	<u>Present</u>
Pinellas	Yana Matiyuk	
Wakulla	Michelle Metcalf	
Okaloosa	Jane Evans	
Taylor	Lawanda Pemberton	
	Lynn Hoshihara	

AGENDA ITEM 4

**Gulf Consortium Policy Review Committee Meeting
May 31, 2023**

**Agenda Item 4
Public Comments**

Statement of Issue:

The public is invited to provide comments on issues that are on today's agenda.

Attachments:

None

Prepared by:

**The Balmoral Group
Administration
On: May 31, 2023**

AGENDA ITEM 6

COMMUNICATIONS AND PUBLIC RECORDS POLICY

for
The Gulf Consortium

June 202~~2~~3



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DEFINITIONS

The following terms defined in this section shall have the meanings set forth below whenever they appear in the Gulf Consortium Policies:

1. “Board” means the Board of Directors of the Gulf Consortium.
2. “Business” means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
3. “Consortium” shall mean the Gulf Consortium, created under the Florida Interlocal Cooperation Act (Part I of Chapter 163, Florida Statutes) and the Interlocal Agreement entered into by its members on September 12, 2012.
4. “Contractor/Consultant” means any person having a contract with the Consortium.
5. “Data” means recorded information, regardless of form or characteristic.
6. “Designee” means a duly authorized representative of a person holding a superior position.
7. “General Counsel” shall refer to the person or persons retained to provide legal counsel to the Consortium.
8. “General Manager” shall refer to the staff so designated by the entity contracted to provide General Manager services for the Consortium.
9. “Person” means any business, individual, committee, club, other organization, or group of individuals.
10. “Services” means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than those which is not defined as supplies and which are merely incidental to the required performance.
11. “Subrecipient” means a Gulf Consortium member county that receives a subaward of a grant received by the Gulf Consortium from a federal agency.

COMMUNICATIONS AND PUBLIC RECORDS POLICY BACKGROUND

The purpose of this Communications and Public Records Policy is to: (1) provide policies and procedures for the Gulf Consortium to follow when engaging with the public and other governmental agencies to foster clear and effective channels of communication; and (2) ensure compliance with public records inspection, production, and retention requirements imposed by Florida law.

COMMUNICATIONS AND PUBLIC RECORDS POLICY

CPR-1. CHANNELS OF COMMUNICATION

CPR-1.1 RESTORE Council

The Board has delegated to the General Manager and General Counsel all day to day correspondence with the RESTORE Council and its staff. The General Manager shall work to ensure that Gulf Consortium Board Members are timely informed of interactions with and material information disseminated by the RESTORE Council at regularly scheduled intervals, but not less than quarterly, including through communication with individual Board members when necessary.

CPR-1.1.1 The General Manager shall assign at least one contact person to be available for the RESTORE Council to communicate with directly.

CPR-1.1.1 From time to time the Board may delegate other Consultants to engage in communication with RESTORE Council.

CPR-1.2 State & Federal Agencies

The Gulf Consortium may delegate the responsibility for communicating and coordinating with State and Federal agencies to the General Manager, General Counsel, or such other Consultants as determined by the Board. The General Manager shall ensure that the Board is timely informed of any relevant communications with State and Federal agencies, including through communication with individual Board Members when necessary.

CPR-1.2.1 All formal, direct inter-agency agreements will be made publicly available on the Gulf Consortium's website. This does not include inter-agency agreements between the Consortium and its subrecipients.

CPR-1.2.2 Communication with individual board members must be conducted in a manner which complies with Chapter 286, Florida Statutes, the "Sunshine Law."

CPR-1.3 Grant Subrecipients

The General Manager will be the direct point of contact for the Subrecipients for all matters pertaining to grant applications and management. The General Manager shall compile all activity of the Subrecipients in a meaningful way and

routinely disseminate that information to the Board.

CPR-1.3.1 The General Manager shall designate at least one individual staff member who will be the primary point of contact for the Subrecipients.

CPR-1.4 Other Stakeholders

Communication with all other stakeholders shall be through the General Manager. The General Manager shall inform the Board of relevant communications with stakeholders where appropriate.

CPR-2. COMMUNICATION AND TECHNOLOGY

All Gulf Consortium communication outlets including but not limited to email, telephone, social media sites, and websites operated by or on behalf of the Gulf Consortium are for business use only and personal use is prohibited. The use of any of these mediums to transmit or receive inappropriate messages, to access inappropriate information, or to harass another party is strictly prohibited. Inappropriate messages and information include but are not limited to, those that are for personal benefit and those involving discriminatory, hostile, suggestive, obscene, or otherwise unsuitable language and downloading of software onto the Gulf Consortium's computers, website(s) and/or social media sites.

CPR-2.1 Email

The General Manager oversees incoming and outgoing email for the Consortium and may use email to manage internal affairs and communications on a daily basis.

CPR-2.1.1 All email users are responsible for the content of the messages they send. Each message should be courteous, professional, businesslike, and written in language and tone acceptable for general public review.

CPR-2.2 Privacy

CPR-2.2.1 E-mail users should have no expectation of privacy in the content of their e-mail. All e-mail, whether personal, transitory, or public record, is subject to inspection by the General Manager or its designee.

CPR-2.3 Security

The General Manager is responsible for the security and maintenance of their local area network.

CPR-2.3.1 In order to maintain security, passwords shall comply with cybersecurity best practices. Users shall not disclose their passwords to others or record/post their password where it can be compromised.

CPR-2.3.2 Certain sensitive information, such as personally identifiable information, will be only accessible by the senior members of the General Manager's team. If senior members of the General Manager's team depart, those members' security rights shall be terminated immediately.

CPR-2.3.1 The General Manager shall oversee and provide due care for the Gulf Consortium's electronic data including back-up solutions which adhere to industry standards. Any data loss or theft shall be immediately reported to the Board.

CPR-3. SOCIAL MEDIA POLICY

CPR-3.1 General

The Gulf Consortium may at times utilize Social Media as a means to disseminate information to the public and provide for news and updates concerning the goals and objectives of the Consortium, the State Expenditure Plan, and the status of projects contained in same. "Social Media," as used herein, means and includes blogs, websites, Facebook profiles/pages, Twitter feeds, Instagram, and related websites available for the dissemination of information and viewing by the public. The rules set out herein are intended to provide for the responsible and appropriate use of social media in furtherance of this purpose.

CPR-3.2 Use of Personal Social Media Sites

Gulf Consortium Members, employees, and consultants, including the General Manager, may create, manage, administer, or communicate news and their own views and opinions regarding Consortium business through Social Media, but must ensure that they do not hold out such views as representative of the Consortium as a whole. As further described in Section 4 of this Policy, communications on personal Social Media sites may constitute Public Records and must be retained in accordance with Florida law. Gulf Consortium Members, employees, and consultants are encouraged to consult with the General Counsel concerning any questions as to the retention requirements applicable to social media content.

CPR-3.3 Creation and Use of Gulf Consortium Social Media Sites.

CPR-3.3.1 The Board may authorize the General Manager to create and manage Social Media Sites on behalf of the Gulf Consortium. Each Consortium Social Media Site shall have at least one individual designated by the General Manager who shall be responsible for the administration, updating, and maintenance of thereof (the "Page Administrator"). Each Page Administrator shall be required to undergo training covering state public records laws including but not limited to those contained in Chapter 119, Florida Statutes.

CPR-3.3.2 The Page Administrator shall post the following on a Consortium Social Media Site:

The Gulf Consortium's name and approved logo;

1. An e-mail address or telephone number for contact purposes;

2. Official Gulf Consortium information, resources, calendars, events, and news; and
3. A link to the Gulf Consortium's website.

Gulf Consortium Social Media Sites may not be used for the following:

1. To communicate political advertisements or electioneering communications concerning an issue, referendum, or other matters that may be subject to the vote of the electors, except for electioneering communications limited to solely factual information in accordance with section 106.113, Florida Statutes;
2. To communicate personal opinions; or
3. To communicate irrelevant, impertinent or slanderous information.

CPR-3.3.3 Two-Way Communication. At the discretion of the General Manager, Consortium Social Media Sites may be structured to allow for two-way communication between the Consortium and the Public. Where two-way communication is permitted, members of the general public may be allowed to post comments and other content which relates to the general purpose and subject matter of the site. In the event the Consortium elects to allow for two-way communication, the following terms of use shall be posted on the Consortium Social Media Site:

“The Gulf Consortium has created this page as a limited public forum for the purpose of facilitating the dissemination of information and communication with the public concerning [Insert Description of Type of Info to Be Provided]. Please be aware that when engaging with the Gulf Consortium through social media, you agree to adhere to the following terms of use:

- a. Florida has broad public records laws. All postings on this page, including personal information, may be public records under Florida public records laws and all information is being preserved by the Gulf Consortium.
- b. Please keep all comments and discussion on topic and related to the purpose of the page.
- c. The following are **expressly prohibited**: pornography; graphic or obscene content; content that promotes illegal activity; violations of copyrights and trademarks; content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, gender identity or sexual orientation; content that constitutes an

imminent threat; and solicitations, advertisements, or other content that is commercial in nature.”

CPR-3.3.4 Retention of Records

- a. In accordance with Chapter 119, Florida Statutes, all communications made through Social Media regarding Gulf Consortium business by Consortium Board Members, agents, employees, volunteers, or contractors and comments by the public on Consortium Social Media Sites are Public Records and must be stored according to the retention schedule established by the Department of State.
- b. Communications on personal Social Media sites regarding Gulf Consortium business may also be considered a public record under the definitions in Chapter 119, Florida Statutes. It is the sole responsibility of the Consortium Board Members, agents, employees, volunteers, and/or contractors who utilize personal Social Media sites to capture and save any communications received on the social media sites which relate to official Consortium business and provide such communications to the Consortium’s public records custodian so that such communications may be retained according to the retention schedule established by the Department of State.

CPR-3.3.5 Sunshine Law Requirements for Board Members Utilizing Gulf Consortium or Personal Social Media. Board Members who use Gulf Consortium Social Media Sites or personal Social Media sites must exercise caution to comply with Chapter 286, Florida Statutes. Pursuant to the requirements of Chapter 286, Florida Statutes, Board Members must not engage in an exchange or discussion of matters with other Board Members via Social Media on matters that will foreseeably come before that Board.

CPR-4. PUBLIC RECORDS

CPR-4.1 Public Record Defined

The term “Public Record” refers to all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the Gulf Consortium.

CPR-4.2 Compliance with Public Records Laws.

The Gulf Consortium, any committees, consultants, and all Members shall fully comply with the public records laws embodied in Chapter 119, Florida Statutes. The General Manager shall serve as the custodian of Public Records for the Gulf

Consortium. It shall be the duty of the custodian to ensure that Public Records are kept secure, reasonably protected from alteration or destruction, and readily available for inspection.

CPR-4.2.1 Request log – The Consortium will maintain a record of each Public Records request which will identify the date of the request; the name of the requestor if identified; and a general description of the records requested. Completed public records requests will be logged either manually or electronically. Such logs will allow the General Manager to review the timeliness of responses.

CPR-4.3 Public Records Requests.

CPR-4.3.1 Public Records requests may be made in person, in writing, by phone, by email, or fax. The contact information for the custodian to be used for receiving and processing public records requests shall be maintained on the Gulf Consortium's website and prominently posted in the primary administrative building in which public records are routinely created, sent, received, maintained, and requested. The requestor does not have to provide a name, contact information, or show any special or legitimate interest in the record requested. However, if an individual requests records that are deemed confidential or entitled to exemption and the requestor claims entitlement to view the records, then identification may be requested.

CPR-4.3.2 The Gulf Consortium cannot refuse a request because it is "over broad," but can request clarification from the person requesting records. The custodian is not required to answer questions concerning the requested records, create records that do not already exist, or reformat its records in a particular form other than the form in which they already exist. The custodian must allow inspection and copying within limited reasonable time. The custodian shall retrieve the record, review for exemptions and/or confidential information (in coordination with the Gulf Consortium's legal counsel where appropriate), and redact or delete any portion claimed exempt.

CPR-4.3.3 Public Records are to be made available for inspection and copying within a reasonable amount of time but in no case longer than five (5) business days following the original request, except for unusual circumstances, such as voluminous records or requests requiring extensive staff time. When unusual circumstances arise, the custodian should contact persons requesting documents every five (5) days until the request is fulfilled to inform them of progress in obtaining requested material. When a person desires to review original public record files, it is necessary that a representative of the Consortium be present to ensure the integrity of the public records is maintained. As such, the Consortium

may impose a special service charge for time personnel time that is in excess of 30 minutes needed to oversee a person's review of original public records in accordance with CPR-4.4 below.

CPR-4.4. Costs

For all physical copy Public Records requests, the following fee schedule shall apply:

\$.15 per page for single page copies (8.5" x 11" and 8.5"x 14)

\$. 20 per page for double sided copies

\$1.00 per CD/DVD

\$1.00 per page for a certified copy of a public record

Costs for duplication of larger sized documents and records (i.e. planning maps, topographical maps, bound books, etc.) are charged at the actual cost associated with the duplication.

There shall be no charge for the first 30 minutes of time spent by the custodian or such other person as designated by the Gulf Consortium or General Manager in compiling Public Records pursuant to a Public Records request. If the nature or volume of Public Records requested to be inspected or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory functions, a special service charge may be imposed. Any such special service charge so imposed shall be reasonable and shall be based on the actual cost incurred for the extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the Gulf Consortium or attributable to the clerical and supervisory assistance required, or both. Actual cost means base salary plus benefits for the lowest paid employee who is qualified to perform the service or the applicable contractual rates for contracted Consortium services.

CPR-4.4.1 In order to maximize the efficient use of Gulf Consortium resources, upon receipt of a Public Records request, the custodian shall estimate all costs associated with fulfilling that request and provide that estimate to the requestor within two (2) business days of receipt of the request. Any estimates in excess of \$10 must be paid in full before the custodian begins producing the requested records. Upon receipt of a deposit of all estimated costs, the requested materials shall be made available within a reasonable time thereafter, which should not to exceed five (5) business days unless unusual circumstances exist. If the deposit exceeds the cost of the request, the balance will be returned to the requestor. In all cases, the total cost associated with processing a Public

Records request must be paid before any materials will be provided to the requestor.

CPR-4.5. Retention of Public Records

CPR-4.5.1 The custodian shall be responsible for ensuring that all Gulf Consortium Public Records are preserved in accordance with the retention schedule for state and local government agencies established by the State of Florida, General Records Schedule for State and Local Government Agencies as well as applicable record retention requirements in federal awards and/or applicable federal law. In the event of a conflict or inconsistency between applicable retention periods, the longer retention period shall apply. The custodian must keep records secure, reasonably protected from alteration or destruction, and readily available.

CPR-4.5.2 Every Consortium officer, employee, and consultant must ensure the retention of public records within their control and must ensure that such records are made available to the custodian when responsive to public records requests.

CPR-4.5.3 Emails relating to official Consortium business are Public Records. All Consortium Board Members, employees, agents, and contractors are responsible for ensuring the preservation of all emails constituting Public Records and shall provide such to the custodian for inspection and copying upon request.

CONDUCT POLICY
for
The Gulf Consortium

June ~~2022~~2023



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DEFINITIONS

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2. “Business” means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
3. “Consortium” shall mean the Gulf Consortium, created under the Florida Interlocal Cooperation Act (Part I of Chapter 163, Florida Statutes) and the Interlocal Agreement entered into by its members on September 12, 2012.
4. “Data” means recorded information, regardless of form or characteristic.
5. “General Counsel” shall refer to the person or persons retained to provide legal counsel to the Consortium.
6. “General Manager” shall refer to the staff so designated by the entity contracted to provide General Manager services for the Consortium.
7. “Member County” shall mean a county which is a member of the Gulf Consortium, created under the Florida Interlocal Cooperation Act (Part I of Chapter 163, Florida Statutes) and the Interlocal Agreement entered into by its members on September 12, 2012.
8. “Person” means any business, individual, committee, club, other organization, or group of individuals.

INTRODUCTION AND OVERVIEW

The Gulf Consortium adheres to sound professional and ethical standards without compromise. The intent of this Code of Conduct (“Code”) is to establish clear ethical guidelines and requirements applicable to all persons and entities working for or on behalf of the Gulf Consortium. Every Director, employee, contractor, consultant, or agent appointed or working on behalf of the Gulf Consortium must read, understand, and comply fully with the principles established by this Code of Conduct.

Ethical conduct is a matter of proper intent, characterized by truthfulness and honesty, compliance with all applicable laws and regulations, and the careful exercise of good professional judgment. Occasionally, one may be placed in situations in which there is a good-faith disagreement as to

what may be the appropriate course of conduct. This Policy is not an exhaustive description of appropriate conduct, because it is impractical to cover in a document of this nature all the significant legal requirements of each jurisdiction in which the Gulf Consortium operates.

The Gulf Consortium requires its Directors, employees, and consultants (including but not limited to the General Manager and General Counsel) to:

- Abide by the ethical requirements set forth in the Florida Constitution and Chapter 112, Florida Statutes;
- Uphold the highest standards of ethical conduct in every action they take;
- Know the rules and laws that govern their duties, and follow them;
- Perform all duties to the best of their ability at all times;
- Use their best efforts to promote and protect the interests of the Gulf Consortium; and
- Operate in the best interest of the public and the member counties the Gulf Consortium serves.

The Gulf Consortium regards violations of this Conduct Policy as serious matters. A breach of established policy can put the Gulf Consortium and its member Counties at risk. Anyone who violates this Conduct Policy may be subject to disciplinary action. In addition, violations of law can result in civil or criminal penalties to the individual as well as the Gulf Consortium. This can also apply to an employee, contractor, consultant, or agent at any level of the Gulf Consortium who directs, approves, or condones violations, or who has knowledge of violations and does not promptly report and correct them.

C-1. EQUAL EMPLOYMENT OPPORTUNITY AND TITLE VI POLICY

It is the Gulf Consortium's policy to provide equal consideration in all employment matters regardless of race, color, religion, sex, age, national origin, handicap/disability, veteran's status, or sexual preference. The Gulf Consortium seeks to provide an environment that is free of unlawful discrimination and harassment. The Gulf Consortium complies with all applicable government employment laws and regulations.

The Gulf Consortium complies with the mandates of the Americans with Disabilities Act of 1990, as amended (ADA). In that regard, qualified individuals with disabilities are encouraged to participate with the Gulf Consortium and the Gulf Consortium will reasonably accommodate such individuals.

The Gulf Consortium operates in compliance with Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Section

2000d). The Gulf Consortium is committed to ensuring that no person is excluded from participation in, or denied the benefits of the programs and services it offers.

Persons requiring special language services related to any program, service, or activity offered by the Gulf Consortium should contact the General Manager via the contact information provided below.

The Gulf Consortium has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, age, disability, religion, income or family status in any of Consortium's programs, services or activities may file a complaint with the Consortium.

Complaints should be submitted to:

ATTN: Gulf Consortium General Manager
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
Phone: 407-629-2185
Email: Gulf.Consortium@balmoralgroup.us

If possible, the complaint should be submitted in writing and contain the identity of the complainant, the basis for the allegations (i.e., race, color, national origin, sex, religion, age, disability, family or income status); and a description of the alleged discrimination with the date of occurrence. If the complaint cannot be submitted in writing, the complainant should contact the General Manager for assistance.

C-2. COMPLIANCE WITH LAWS AND REGULATIONS; ~~INDIVIDUAL~~ INDIVIDUAL RESPONSIBILITY

It is of critical importance that all Gulf Consortium Directors, employees, contractors, consultants, and agents understand and comply with all applicable federal, state and local laws. If Gulf Consortium Directors, employees, contractors, consultants, or agents have questions concerning a specific legal or regulatory requirement or concerning a particular situation, they should, consult with the Gulf Consortium's General Counsel.

As a basic tenet of high professional and ethical standards, each person is responsible for their own conduct. Consortium Directors, employees, contractors, consultants, and agents may not justify illegal or unethical conduct by claiming they were ordered by someone else or that such conduct was only "minor" in nature. Nor may Consortium Directors, employees, contractors, consultants, or agents direct someone to commit an illegal or unethical act or omission, regardless of the perceived "minor" nature of the conduct. If a representative of the Gulf Consortium is approached by anyone inside or outside the Gulf

Consortium with a request to do something unethical or illegal, that person should refuse to do so and immediately report the incident to the General Manager and/or General Counsel.

C-3. ETHICAL REQUIREMENTS AND CONFLICTS OF INTEREST

The Gulf Consortium shall adhere to the Code of Ethics for Public Officers and Employees codified in Chapter 112, Part III, Florida Statutes. Chapter 112, Part III, Florida Statutes, prohibits, among other things, the following:

- A Gulf Consortium Director, employee, or consultant (including the General Manager and General Counsel) from soliciting or accepting any gift, loan, favor, reward, or service (i.e. anything of value) that would cause a reasonably prudent person to be influenced in the discharge of official duties, or that is based upon any understanding that the action and/or judgment of the official or employee “would be influenced thereby.”
- A Gulf Consortium Director, employee, or consultant (including the General Manager and General Counsel) from transacting business on behalf of the Gulf Consortium with any business entity in which either the Director, employee, managing consultant, General Counsel or their immediate family has a “material interest,” defined as direct or indirect ownership of more than 5% of the total assets or capital stock of such business entity.
- A Gulf Consortium Director, employee, or consultant (including the General Manager and General Counsel) from accepting compensation to influence any action in his/her official capacity with the Gulf Consortium.
- A Gulf Consortium Director, employee, or consultant (including the General Manager and General Counsel) from using his/her position to secure a special privilege, benefit, or exemption for him/herself or others.
- A Gulf Consortium Director, employee, or consultant (including the General Manager and General Counsel) from holding any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, the Gulf Consortium. Nothing herein shall be construed as prohibiting a Gulf Consortium Director, employee, or consultant (including the General Manager and General Counsel) from holding any employment or contractual relationship with a subrecipient member county, unless such would otherwise be in violation of Chapter 112, Part III, Florida Statutes.
- A Gulf Consortium Director, employee, or consultant (including the General Manager and General Counsel) from disclosing or using information not available

to the general public, gained by reason of their official position, for his/her personal gain or for the gain of any other person or business entity.

All contractors and suppliers engaging in business transactions with the Gulf Consortium shall be advised of these prohibitions. Any questions concerning these or other ethical requirements applicable to the Consortium should be referred to the Consortium's General Counsel.

C-4. VOTING CONFLICTS

In accordance with section 112.3143, F.S., Gulf Consortium Directors are prohibited from voting on any matter that the Director knows would inure to his or her special private gain or loss, or to the special private gain or loss of: (1) any principal by whom the Director is retained; (2) any "relative" as defined in section 112.3143, F.S.; or any business associate of the Director. Gulf Consortium Directors must notify the Gulf Consortium Board and General Manager of any identified potential compliance issues in their own counties related to SEP projects.

In the event of a voting conflict, Directors must: (1) disclose the nature of the conflict prior to the vote being taken, and (2) refrain from voting on the item. Directors shall make every reasonable effort to disclose the nature of the conflict in a written memorandum filed with the General Manager prior to the vote. In the event it is not possible for the Director to file such memorandum before the vote, it shall be filed with the General Manager no later than 15 days after the vote. Upon disclosing the nature of the conflict, the Director may participate in Board discussion of the item.

Directors are strongly encouraged to consult with Gulf Consortium General Counsel prior to Board meetings at which official action will be taken to identify potential voting conflict issues.

C-5. FINANCIAL INTEGRITY

The financial books, records, and accounts of the Gulf Consortium must accurately and fairly reflect in reasonable detail the Gulf Consortium's assets, liabilities, revenues, and expenses. Any person or entity having occasion to prepare such records must do so in conformity with 2 CFR Part 200, generally accepted accounting principles (GAAP), generally accepted auditing standards (GAAS), and the U.S. Foreign Corrupt Practices Act, as amended. No false or fictitious entries may be made on the books, records, or accounts of the Gulf Consortium, nor shall funds or accounts be established or maintained for purposes that are not fully and accurately described. Payments may be made only to the contracting party or a valid assignee, and only for actual services rendered or products delivered. The use of the Gulf Consortium's funds or assets for unlawful purposes is strictly prohibited. Any consultant working on behalf of the Gulf Consortium which prepares financial information for the Gulf Consortium must also be aware of and abide by these standards.

C-6. GOVERNMENT PROJECT STANDARDS

Throughout all dealings with any governmental entity, no false, fictitious, or fraudulent statements may be made by a Director, employee, contractor, consultant, or agent on behalf of the Gulf Consortium. This is true whether any such statement is made in proposals, invoices, reports, or negotiations, including negotiations of disputes. It is imperative that all invoices and claims submitted to governmental agencies on behalf of the Gulf Consortium accurately reflect the work performed and are in strict conformance with the requirements of the applicable grants. When negotiating disputes with a governmental entity on behalf of the Consortium, such as scope, quality of work, or price, it is not permissible for Consortium agents or representatives to bolster the Gulf Consortium's position with unsupportable claims. Similarly, absent appropriate approval, there will be no use of government-owned equipment for purposes other than its intended contractual use.

In any transaction involving the United States Government, Consortium Directors, employees, contractors, consultants, and agents must comply with the provisions of the Truth in Negotiations Act, 10 U.S.C. § 2306. All "cost and pricing data" on Federal projects must be accurate, current, and complete, and records of such information must be retained. Further, it is a fundamental principle of the United States procurement process that government contractors must not improperly obtain, use, or disclose source selection or proprietary information.

The Gulf Consortium will neither give nor encourage anyone else to give inducements to governmental employees or contractors for the purpose of obtaining favorable treatment in connection with a contract or subcontract. Further, the Gulf Consortium shall not contribute or donate, or commit to contribute or donate, Gulf Consortium funds, services, or other resources for any political cause, party, or candidate. However, Gulf Consortium Directors, employees, contractors, consultants, and agents may make voluntary personal contributions to any lawful political causes, parties, or candidates as long as such individuals do not represent that such contributions come from the Gulf Consortium.

C-7. WHISTLEBLOWER PROTECTION POLICY

The Gulf Consortium is committed to providing an environment in which there is open discussion of operations and practices. Accordingly, any person, including any Gulf Consortium Director, employee, contractor, consultant, or agent who has reason to believe the Gulf Consortium or any of its Directors, employees, contractors, consultants, and agents are violating or not complying with State or Federal statutes, rules, or regulations is encouraged to report such concerns to the Consortium's General Manager or General Counsel.

The Gulf Consortium shall fully comply with Florida's "Whistle-blower's Act," codified at sections 112.3187 to 112.31895, Florida Statutes. Pursuant to such Act, no adverse personnel action shall be taken against any person who reports suspected misconduct,

fraud, gross mismanagement, or abuse, irrespective of whether the information contained in the report is ultimately substantiated. Adverse personnel action includes but is not limited to termination, demotion, suspension, transfer, reduction in salary or benefits, harassment, or any other type of discrimination or adverse action. The whistleblower protections contained herein shall also apply to personnel employed by Gulf Consortium contractors and consultants.

Complaints should be submitted to:

ATTN: Gulf Consortium General Manager
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
Phone: 407-629-2185
Email: Gulf.Consortium@balmoralgroup.us

OR

ATTN: Lynn Hoshihara and Evan Rosenthal
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Dr, STE 200
Tallahassee, FL 32308
850-224-4070

INTERNAL CONTROLS POLICY

for

The Gulf Consortium

June ~~2022~~2023



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DEFINITIONS

The following terms defined in this section shall have the meanings set forth below whenever they appear in the Gulf Consortium Policies:

1. “Board” means the Board of Directors of the Gulf Consortium.
2. “Business” means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
3. “Consortium” shall mean the Gulf Consortium, created under the Florida Interlocal Cooperation Act (Part I of Chapter 163, Florida Statutes) and the Interlocal Agreement entered into by its members on September 12, 2012.
4. “Data” means recorded information, regardless of form or characteristic.
5. “Fiscal Agent” shall refer to the part designated and contractually retained to perform cash receipt and disbursement activities related to Treasury funds.
6. “General Counsel” shall refer to the person or persons retained to provide legal counsel to the Consortium.
7. “General Manager” shall refer to the staff so designated by the entity contracted to provide General Manager services for the Consortium.
8. “Member County” shall mean a county which is a member of the Gulf Consortium, created under the Florida Interlocal Cooperation Act (Part I of Chapter 163, Florida Statutes) and the Interlocal Agreement entered into by its members on September 12, 2012.
9. “Procurement” means buying, procuring, leasing, or otherwise acquiring any materials, supplies, services, or equipment. It also includes all functions that pertain to the obtaining of any material, supplies, services, construction, and equipment, including description of specifications and requirements, selection and solicitation of resources, preparation, and award of contract.
10. “Services” means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than those which is not defined as supplies and which are merely incidental to the required performance.
11. “Specification” means any description of the physical or functional characteristics of

the nature of a material, supply, service, construction, or equipment item. It may include a description of any requirement for inspection, testing, recycled, or degradable materials content, or preparing a material, supply, service, construction, or equipment item for delivery.

IC-1. BACKGROUND

The Gulf Consortium has established internal controls in order to maintain accuracy and transparency concerning financial disclosures and to achieve fiduciary accountability. The Consortium is responsible for:

- a. Fiscally managing and safeguarding SEP funds as well as any funds received from other sources;
- b. Disbursing funds to sub-recipients in a timely manner for reimbursement of eligible project expenditures;
- c. Keeping accurate and up-to-date records of all financial transactions related to project activities;
- d. Assisting member county staff with monitoring and evaluation of their sub-awards; and
- e. Aiding county staff in understanding and complying with financial controls and procedures necessary to ensure effective stewardship of the Florida SEP funds.

IC-2. INTERNAL CONTROL SYSTEM

The Consortium's internal control system has been modeled in accordance with the Committee of Sponsoring Organizations (COSO) internal control framework and the five inter-related components including:

- a. Risk assessment
- b. Control environment
- c. Control activities
- d. Information and communication
- e. Monitoring

IC-2.1 The Consortium will evaluate each of the above categories on a regular basis to adjust or change policies and procedures to enhance the internal control policy.

Figure IC-1 illustrates the process.

Figure IC-1. Gulf Consortium Internal Framework



IC-3. RISK ASSESSMENT

The initial task in risk assessment involves identifying, analyzing, and categorizing the various risks facing the Consortium. The identification process examines both internal and external events or circumstances that could adversely affect the Consortium's ability to carry out its fiduciary responsibilities. Several risks have been identified, along with accordant mitigating factors. The risks to the Consortium include:

- a. The lack of traditional infrastructure consisting of staff and administrative support is an inherent risk for the Consortium. This risk is being mitigated with the careful selection of vendor support with cooperation from members of the Board and potential use of member county's staff and other resources. Key personnel have clearly defined duties and possess adequate knowledge and expertise to perform their duties.
- b. Due to the lack of traditional infrastructure, the Consortium has developed formal processes to logistically manage numerous grants concurrently. The Consortium uses grant management software, ~~and~~ financial accounting software, and data visualization software ~~in~~ with embedded controls to reduce risk of misreporting and enhance transparency in financial disclosures.
- c. The size of the control environment involves multiple counties and is considered an inherent risk for the Consortium. To mitigate this risk, the grant management policies and procedures established by the Consortium require uniformity among member counties and a high level of transparency and adherence to such policies. Training and

ongoing compliance monitoring is required with respect to sub-recipient grant milestone completion and disbursement requests.

IC-3.1 The Consortium ~~will~~continues to monitor, develop, and combat risks as they are identified in the control environment.

IC-4. CONTROL ENVIRONMENT

The internal control environment for the Consortium begins with the Board and extends to all Consortium vendors and consultants as well as member county staff. The Consortium follows the five principles requisite to a sufficient control environment;

IC-4.1 The Consortium demonstrates a commitment to integrity and ethical values, as evidenced by its Code of Conduct.

IC-4.2 The Board demonstrates independence from management in exercising oversight of the development and performance of internal control over financial reporting. An example is a meeting at least annually between the audit committee and external auditors without management present.

IC-4.3 With oversight from the Board, management establishes structures, reporting lines, and appropriate authorities and responsibilities to achieve financial reporting objectives. For example, processes are established in the Procurement Policy and Grants Manual to ensure related-party transactions are identified and disclosed.

IC-4.4 The Consortium demonstrates a commitment to attract, develop, and retain competent individuals in alignment with financial reporting objectives. The Consortium has hired vendors through a competitive bidding process which are required to carry out their part of the internal controls and to report any areas they view as deficiencies. Vendors of the Consortium are governed by respective policies depending on their working relationship with the Consortium and are required to familiarize themselves with pertinent policies, including policies relating to subrecipients, procurement, and conduct. Vendors are required to report any control deficiencies to the Consortium's General Manager and/or General Counsel.

IC-4.5 The Consortium holds individuals accountable for their internal control responsibilities. Vendors are retained through contracts which allow for termination for non-performance.

IC-4.6 The Consortium's internal control activities include written policies, procedures, techniques, and mechanisms that help ensure the Board's directives are carried out in compliance with the RESTORE Act criteria as well as other applicable State and Federal

law. Control activities are intended to identify, prevent, or reduce risks. Control activities occur throughout the Consortium's financial department, at all levels and in all functions. Control activities include things such as:

- a. Approvals
- b. Authorizations
- c. Verifications
- d. Reconciliations
- e. Documentation
- f. Separation of duties
- g. Safeguarding of assets

IC-4.7 For each transaction cycle, the flow of information through the process and the internal control activities taken is documented and analyzed. Depending on the transaction at hand, documentation may include organizational charts, standard operation procedures, manuals, flowcharts, decision tables, questionnaires, and/or review checklists.

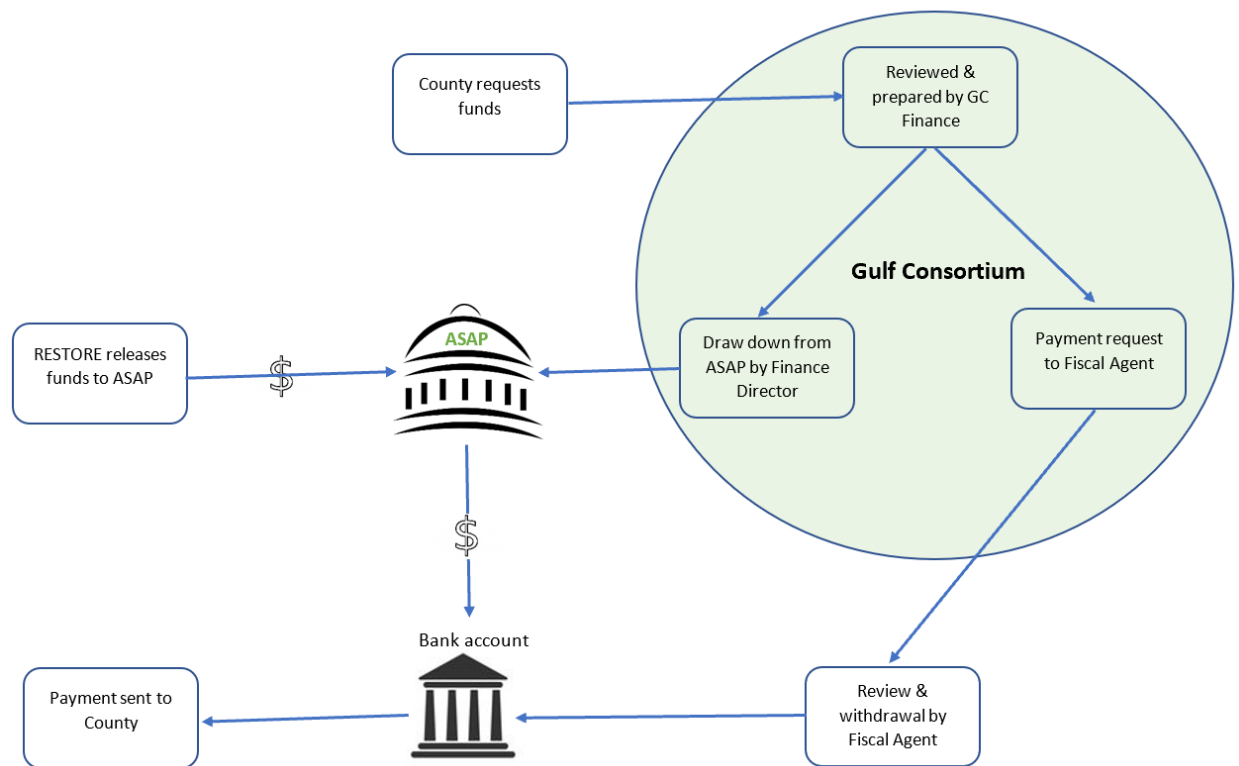
IC-5. CONTROL ACTIVITIES

IC-5.1 SEGREGATION OF DUTIES

IC-5.1.1 To maintain effective internal controls, the Consortium has created a system of internal checks and balances among the entities performing contract administration and financial duties for SEP related projects, programs, and activities.

IC-5.1.2 Duties and tasks related to financial reporting and analysis are segregated to ensure dual controls and proper oversight. Two individuals are required for oversight of all administrative activities that involve confidential or valuable assets, such as opening of bids or handling deposits. For cash management, a designated fiscal agent manages any grant funds received from the RESTORE Council, allowing for an additional layer of protection for the Consortium's assets. The Consortium has instituted firewalls (using a fiscal agent) between the approval of disbursements and access to funding. [See Figure IC-2 for grant funding flows diagram.](#)

Figure IC-2. Gulf Consortium Funds Flow Diagram



IC-5.2 INDEPENDENT FINANCIAL AUDITING

The Consortium is subject to annual audits conducted by independent auditors which evaluate the presentation of financial statements as well as the effectiveness of internal controls based upon widely held government standards including, but not limited to, 2 CFR Part 200 and the Single Audit Act of 1996.

IC – 5.2.1 Effective financial controls depend on clear policies and procedures for different areas of activity, such as cash management procedures (e.g., requests for funds, project budgets, and disbursement of funds); procurement policies which follow appropriate laws, regulations, and policies; and administrative policies, such as procedures review policies.

IC-5.2.2 Federal Single Audit Act

Federal audit and annual reporting requirements are contained in 2 CFR 200 Subpart F. Non-federal entities expending \$750,000 or more in a year in federal awards are required to have a single or program-specific audit conducted for that year, performed by an outside auditor. It is important that all grant activity and any changes to the grant are well documented to facilitate any audit. Audit findings made during the audit are provided to the grantor, which could prompt an audit by the grantor.

The following list contains the fourteen types of compliance requirements considered in every audit conducted under 2 CFR Part 200, Subpart F, which help to form the basis for the system of internal controls developed by the Consortium:

- a. Activities: Allowed or Unallowable
- b. Allowable Costs/Cost Principles
- c. Cash Management
- d. Eligibility
- e. Equipment and Real Property Management
- f. Matching, Level of Effort, Earmarking
- g. Period of Availability of Federal Funds
- h. Procurement, Suspension and Debarment
- i. Program Income
- j. Reporting
- k. Subrecipient Monitoring
- l. Special Tests and Provisions

IC-5.2.3 Florida Single Audit Act

The Consortium will also adhere to the Florida Single Audit Act, which establishes uniform audit requirements for state financial assistance, and follows the same cost principles and requirements established in the Federal Single Audit Act.

IC-5.2.4 Audit Deficiencies

If any internal or external audit should identify deficiencies, the Consortium shall develop responses to the observations identified in the audit and develop corrective actions to remediate the identified deficiencies.

The Audit Committee and/or General Manager will annually confirm the status of corrective actions taken in response to identified deficiencies and shall inform the Board when all such deficiencies have been satisfactorily remediated.

The Audit Committee and/or Procedures Review Committee will annually review the Consortium's grant processes and procedures and recommend improvements to reduce risk to the Consortium. Such reviews are designed to provide the opportunity to make amendments to existing policies in order to address new federal, state, and local regulations as well as improve efficiency in operations. Areas reviewed include, but are not limited to: internal controls, risk, grant compliance, distribution of grant related information and grant related training.

IC-6. INFORMATION AND COMMUNICATION

IC-6.1 The Consortium is committed to transparency with the public, RESTORE Council, its member counties, and other stakeholders with respect to financial reporting on SEP related projects, programs, and activities. The Consortium's website provides

detailed information regarding the status of Consortium funding and activities, including the status of projects included in the SEP.

IC-6.2 The Consortium's financial system provides procedures to ensure that each member county and sub-recipient receives relevant, valid, reliable, and timely communications.

IC-6.3 The Consortium's grant management system is designed to allow member counties to obtain reliable and timely information so that they can make informed decisions, analyze any risks, and communicate actions and other important information to the Consortium.

IC-6.4 The Consortium shall provide monthly financial reports for review by the Board at each Board meeting.

IC-6.5 All reported potential improprieties are reviewed, investigated, and resolved in a timely manner. Management has developed communication approaches through policy adoption that specify individual responsibilities in dealing with inappropriate behavior.

IC-7. MONITORING

Monitoring of the internal control system will continually be performed to assess whether controls are effective and operating as intended. The Consortium's monitoring structure is built into normal, recurring intervals and is designed to provide feedback on a timely basis. Such monitoring will be carried out by the General Manager, the Audit Committee, and the Procedures Review Board at least annually. Ongoing monitoring occurs through routine managerial activities such as supervision, reconciliations, checklists, comparisons, performance evaluations, and status reports.

IC-7.1 Any deficiencies found during monitoring will be reported to the Audit Committee. General Manager and/or General Counsel. The monitoring process will also include analysis of whether exceptions are being reported and resolved quickly.

IC-8. FINANCIAL REPORTING

Financial reporting within the Consortium is a critical component in evaluating the progress financially and programmatically within the sub-recipient grants. It is imperative that the Consortium Board and the public receive timely, accurate and complete financial reporting information. Financial reports provide the General Manager and the Board with critical data to assess progress and performance of project grants.

IC-8.1. The basic principles of sound financial management include, but are not limited to, tight internal controls, financial transparency, segregation of duties, and independent external auditing. By integrating these processes into the administrative and fiduciary functions of the organization, the Consortium can ensure timely, accurate, and complete reporting throughout the SEPs lifecycle.

The Consortium's financial control system consists of both preemptive controls (created to prevent errors or fraud) and detective controls (designed to identify an error or fraud after it has occurred). The processes created by the Consortium are designed

to provide reasonable assurance in the reliability of project financial reporting.

IC-8.1.1 The financial control system includes multiple protections of public funds including:

- a. Procedures that provide for appropriate segregation of duties to reduce the risk of asset loss or fraud.
- b. Defined roles for the proper consultants and employees to authorize and record financial transactions.
- c. Subrecipient training for member county staff performing their duties and functions as they relate to sub-award grant funds. The Consortium will require sub-recipients to operate and use Consortium resources with minimal potential for waste, fraud, and mismanagement.

IC-8.2. The principles of sound financial management are designed so the Consortium will be able to:

- a. Ensure that funds are spent in accordance with the respective grant awards and State and Federal law.
- b. Prevent fraud and reduce or eliminate fiduciary risk and financial loss.
- c. Maintain compliance with the financial documentation and reporting requirements contained in the RESTORE Act.
- d. Create a uniform financial standard for member counties through the templates provided as part of regular financial reporting from subrecipient counties to the Consortium.
- e. Ensure that financial reports and disclosures are accurate, complete, and reliable.

PROCEDURES REVIEW POLICY

for
The Gulf Consortium

June ~~2022~~2023



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DEFINITIONS

The following terms defined in this section shall have the meanings set forth below whenever they appear in the Gulf Consortium Policies:

1. “Board” means the Board of Directors of the Gulf Consortium.
2. “Consortium” shall mean the Gulf Consortium, created under the Florida Interlocal Cooperation Act (Part I of Chapter 163, Florida Statutes) and the Interlocal Agreement entered into by its members on September 12, 2012.
3. “General Counsel” shall refer to the person or persons retained to provide legal counsel to the Consortium.
4. “General Manager” shall refer to the staff so designated by the entity contracted to provide General Manager services for the Consortium.
5. “Person” means any business, individual, committee, club, other organization, or group of individuals.
6. “Procurement” means buying, procuring, leasing, or otherwise acquiring any materials, supplies, services, or equipment. It also includes all functions that pertain to the obtaining of any material, supplies, services, construction, and equipment, including description of specifications and requirements, selection and solicitation of resources, preparation, and award of contract.
7. “Services” means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than those which is not defined as supplies and which are merely incidental to the required performance.
8. “Specification” means any description of the physical or functional characteristics of the nature of a material, supply, service, construction, or equipment item. It may include a description of any requirement for inspection, testing, recycled, or degradable materials content, or preparing a material, supply, service, construction, or equipment item for delivery.

PR-1. BACKGROUND

Outdated policies can expose the Gulf Consortium to risk. Old policies may fail to comply with new laws and regulations. They may not address new systems or technology, which can result in inconsistent practices. This Procedures Review Policy is intended to ensure periodic review of the Gulf Consortium's policies and procedures in order to ensure that such policies and procedures remain up to date with the latest regulations, technology, and industry best practices.

PR-2. OBJECTIVE

Each policy review will address the following questions:

a. Is the policy being implemented as intended?

Each review should consider whether employees, consultants, subrecipients, or other persons or parties to which the policy is addressed are complying with such policy and/or procedure. If there are instances of non-compliance, a review of the reasons why should be conducted. Is the policy outdated? Are the procedures difficult to follow? Have accounting or technology platforms changed during the year that the policy doesn't address? Has sufficient training been completed?

b. Is the policy having the desired effect?

Each policy is intended to meet a clear goal or objective. Over time, review of the policy objectives will help to assess whether a policy is effective. For example, if a policy was put in place to improve employee safety and employees are following the policy but accidents are still occurring at the same rate, the policy should be examined to identify how to revise it to be more effective.

c. Are the policies and procedures current and relevant?

Each review should confirm that policies and procedures align with current systems and structures. If the policies and procedures refer to outdated structures or technology, employees, consultants, subrecipients or other persons or parties to which the policy is addressed are more likely to ignore them or think that they are no longer relevant. For example, if the policies refer to contact individuals that are no longer in place, updates are necessary.

PR-3. PROCESS

~~The policy review process shall commence timely in order for policy reviews to be completed and presented for Board approval before June 30th each year. Unless the Board approves a different schedule, the policy review process described in this Section will commence in March of each year. Provided, the policy review process may begin after March in years in which Board member transitions result from elections, and new Board members are not seated until late January.~~

PR-3.1 Determine the parties involved with each policy

Depending on the policy, the individuals and entities involved with the policy may differ. One or more Policy Review Committees shall be created by the Board. The

purpose of such Policy Review Committees shall be to review the Consortium's current policies in accordance with the criteria described in Section PR-2 and recommend any proposed changes to the Board. Generally speaking, the Policy Review Committee(s) shall be comprised of a member of the General Counsel, at least one Board representative, at least one non-Board RESTORE Coordinator and representatives from Accounting, Procurement and Grants Administration. A Consortium staff person or consultant will be designated as a point person for the review of each policy. In addition, General Counsel will be asked to conduct a legal review of statutory references throughout existing policies to ensure they remain accurate and relevant. The following policies at a minimum will be formally reviewed:

- a. Accounting and Financial Management
- b. Communications and Public Records
- c. Conduct and Conflict of Interest
- d. Grant Management
- e. Internal Controls
- f. Procurement
- g. Subrecipient Management
- g-h. Procedures Review

PR-3.2 Convene a review session to propose changes

The Policy Review Committee shall convene at least one group session to review proposed changes put forward by the point person for each policy and to receive the report from General Counsel of any required updates. As needed, additional sessions may be scheduled to allow time for consideration and discussion of all proposed updates or refinements to policy.

PR-3.3 Document all proposed comments and changes to the policy, prepare for Board consideration

The General Manager will maintain an inventory of all policies and procedures and documentation that shows all proposed changes to each policy proposed by the Procedures Review Committee(s). Documentation of all proposed changes and supporting justification will be prepared for the Board's consideration.

PR-3.4 Finalize and disseminate updated policies

Changes that are approved by the Board to any policy will be updated in all Gulf Consortium documents and made available within 30 days as a part of the permanent record.

PROCUREMENT POLICY

of
The Gulf Consortium

June ~~2022~~2023



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DEFINITIONS

The following terms defined in this section shall have the meanings set forth below whenever they appear in the Gulf Consortium Policies, unless the context clearly requires otherwise:

1. “Addendum” is a written document used to expand or more fully explain the terms of a bid instrument (Invitation to Bid, Request for Proposals or Request for Qualifications). An addendum is not to be confused with a “contract amendment.”
2. “Agreement/Contract” means all types of agreements, regardless of what they may be called, for the purchase or disposal of supplies, services, materials, equipment, or construction and which contain the terms and obligations of the business transaction.
3. “Award” means an award of RESTORE Act (Pot 3) grant funds from the RESTORE Council to the Gulf Consortium.
4. “Board” means the Board of Directors of the Gulf Consortium.
5. “Business” means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
6. “Change Order” means a written order amending the scope of, or correcting errors, omissions, or discrepancies in a purchase order.
7. “Commodity” means a product that the Gulf Consortium may contract for or purchase for the use and benefit of the Gulf Consortium. A specific item, it is different from the rendering of time and effort by a provider.
8. “Competitive Sealed Bidding” (Invitation to Bid) means a written solicitation for sealed competitive bids used for the procurement of a commodity, group of commodities, or services valued more than the threshold for this category. The invitation for bids is used when the Gulf Consortium is capable of specifically defining the scope of work for which a contractual service is required or when the Gulf Consortium is capable of establishing precise specifications defining the actual commodity or group of commodities required.
9. “Consortium” or “Gulf Consortium” shall mean the Gulf Consortium, created under the Florida Interlocal Cooperation Act (Part I of Chapter 163, Florida Statutes) and the Interlocal Agreement entered into by its members on September 12, 2012.

10. "Contract amendment or modification" means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
11. "Contractor/Consultant" means any person having a contract with the Consortium.
12. "Contractual Services Contract" is a contract for a contractor's time and effort rather than the furnishing of specific commodities. Satisfactory completion of the service and/or a specified period of time or date completes such contract.
13. "Contractual Services" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged thereunder; and other professional and technical services.
14. "Cooperative Procurement" is procurement conducted by, or on behalf of, more than one public procurement unit.
15. "Cost Analysis" is the evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.
16. "Data" means recorded information, regardless of form or characteristic.
17. "Designee" means a duly authorized representative of a person holding a superior position.
18. "Director" means a duly appointed member of the Gulf Consortium Board of Directors.
19. "Emergency Purchase" means a purchase necessitated by a sudden unexpected turn of events (e.g., including but not limited to acts of God, riots, fires, floods, hurricanes, accidents, terrorism, or any circumstances or cause beyond the control of the agency in the normal conduct of its business) where the delay incident to competitive bidding would be detrimental to the interest of the Consortium.
20. "Finance Manager" shall refer to the staff so designated by the entity contracted to

provide accounting and financial management services for the Consortium.

21. “Fiscal Agent” shall refer to the part designated and contractually retained to perform cash receipt and disbursement activities related to Treasury funds.
22. “General Counsel” shall refer to the person or persons retained to provide legal counsel to the Consortium.
23. “General Manager” shall refer to the staff so designated by the entity contracted to provide General Manager services for the Consortium.
24. “Gulf Consortium” or “Consortium” shall mean the governmental created by interlocal agreement of the 23 Member Counties pursuant to Section 163.01, Florida Statutes, to manager and administer the RESTORE Act Funds allocated to the State of Florida by the Gulf Ecosystem Restoration Council, consistent with the RESTORE Act.
25. “Gulf Ecosystem Restoration Council” or “Council” shall mean the Federal agency created pursuant to the RESTORE Act having oversight responsibility for 60% of the Gulf Coast Restoration Trust Fund, including the 30% comprising the RESTORE ACT (Pot 3) Funds.
26. “Intended Decision” means a written notice that states the contractor(s) to whom the Gulf Consortium intends to award a contract resulting from a solicitation and which establishes the period in which a notice of intent to protest may be timely filed. The Intended Decision shall be posted on the Gulf Consortium website.
27. “Invitation to Bid” (Competitive Sealed Bidding or ITB) means a written solicitation for sealed competitive bids used for the procurement of a commodity, group of commodities, or services valued more than the threshold for this category. The invitation to bids is used when the Consortium is capable of specifically defining the scope of work for which a contractual service is required or when the Consortium is capable of establishing precise specifications defining the actual commodity or group of commodities required.
28. “Manufacturer” means a person or firm engaged in the process of making, fabricating, constructing, forming, or assembling a product(s) from raw, unfinished, semi-finished, finished, or recycled materials through a direct contract/agreement on behalf of the general contractor.

29. “Member County” shall mean a county which is a member of the Gulf Consortium, created under the Florida Interlocal Cooperation Act (Part I of Chapter 163, Florida Statutes) and the Interlocal Agreement entered into by its members on September 12, 2012.
30. “Person” means any business, individual, committee, club, other organization, or group of individuals.
31. “Pre-Bid Conference” (or Pre-Proposal Conference) means a meeting held with prospective bidders prior to solicitation of or the date for receipt of bids or proposals, to recognize state of the art limits, technical aspects, specifications, or standards relative to the subject, and to elicit expertise and bidders' interest in submitting a bid or pursuing the task.
32. “Procurement” means buying, procuring, leasing, or otherwise acquiring any materials, supplies, services, or equipment. It also includes all functions that pertain to the obtaining of any material, supplies, services, construction, and equipment, including description of specifications and requirements, selection and solicitation of resources, preparation, and award of contract.
33. “Procurement Award” is an award of a contract for goods or services resulting from a solicitation through action by the Consortium in a public meeting.
34. “Procurement Manager” means an individual designated by the General Manager duly authorized to enter into and administer contracts and make written determinations with respect thereto under the terms of the Procurement policies of the Consortium.
35. “Procurement Quotes” is the procedure used to purchase commodities or contractual services wherein the Procurement Manager obtains written quotations from two or more vendors for purchases within the threshold amounts set for this category.
36. “Professional Services” shall include, but not be limited to, those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined by the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered land surveyor in connection with his professional employment or practice.
37. “Purchase Order” means that document used by the Consortium to request that a contract be entered into for a specified need, and may include, but not be limited to, the technical description of the requested item, delivery schedule, transportation, criteria for evaluation, payment terms, and other specifications.

38. “Request for a Quote” means a solicitation that calls for pricing information for purposes of competitively selecting and procuring commodities and contractual services from qualified or registered vendors.
39. “Request for Proposals” (RFP) means a written solicitation for sealed proposals with the title, date, and hour of public opening designated. The request for proposals may be used when the Consortium is unable to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required, and when the Consortium is requesting that a qualified offeror propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document.
40. “Request for Qualifications” (RFQ) means a written solicitation for sealed qualifications with the title, date, and hour of public opening designated. The request for qualifications is used where the specifications of required services are broad and specialized in nature. Evaluation of a response is based on prior established criteria which involves more than price.
41. “Responsible bidder or offeror” means a person who has the capability, in all respects, to fully perform the contract requirements, and the integrity and reliability, which will assure good faith performance.
42. “Responsive bidder” means a person who has submitted a bid or proposal, which conforms in all material respects to the competitive solicitation.
43. “RESTORE Act” means Public Law 112-141 (July 6, 2012), codified at 33 U.S.C. 1321(t), as may be subsequently amended, and all implementing regulations.
44. “RESTORE ACT (Pot 3) Funds” refers to the 30% of the Gulf Coast Restoration Trust Fund, established by the RESTORE Act, to fund economic and environmental recovery of the Gulf Coast region impacted by the Deepwater Horizon Oil Spoil. Pot 3 funds are managed separately by each of the Gulf Coast states. The Gulf Consortium is Florida’s designated agency to administer Pot 3 funds.
45. “Services” means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than those which is not defined as supplies and which are merely incidental to the required performance.
46. “Simplified Acquisition Threshold” means the dollar amount, as established by

Federal regulation, below which a non-federal entity may purchase property or services using small purchase methods that do not involve the use of sealed competitive solicitations.

47. “Sole Source Purchase” means A commodity that can be legally procured 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 procurement if there is more than one potential supplier for that item. Use of brand names and model numbers does not constitute a sole source.
48. “Single Source Purchase” means a commodity can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (repair parts, matching existing equipment or materials) there is only one economically feasible source for the purchase.
49. “Specification” means any description of the physical or functional characteristics of the nature of a material, supply, service, construction, or equipment item. It may include a description of any requirement for inspection, testing, recycled, or degradable materials content, or preparing a material, supply, service, construction, or equipment item for delivery.
50. “Subaward” means the subaward of RESTORE Act Funds received by the Consortium pursuant to an Award to a Member County, or the subaward of RESTORE Act Funds by a Member County to another entity where permitted.
51. “Subrecipient” means a Member County that receives a Subaward of RESTORE Act Funds from the Consortium for the performance of a project, or any portion thereof, described in the Florida State Expenditure Plan.
52. “Subrecipient Agreement” means an agreement entered into between the Consortium and a Member County governing the Subaward of RESTORE Act Funds received by the Consortium pursuant to such Member County.
53. “Supplier” means a person or firm who engages in the selling of materials and supplies to contractors, subcontractors, and/or manufacturers for the purpose of constructing, repairing, altering, remodeling, adding to or subtracting from or improving any building, structure, or property through a direct contract/agreement on behalf of the general contractor.
54. “Tie (Identical) Bid” is when two or more bids are equal with respect to price and it appears that the quality and service offered by the vendors are otherwise comparable.

PART A: PROCUREMENT PROCEDURE

P-1. PURPOSE

This policy is adopted to promote the following purposes:

- a. To clarify, organize, and unify the procurement practices used by the Consortium.
- b. To align procurement standards with RESTORE Council's standards and requirements, including 2 CFR Part 200.
- c. To assure adherence to all applicable procurement laws, regulations and procedures.
- d. To promote public confidence in the procurement procedures followed by the Consortium.
- e. To ensure the fair and equitable treatment of all persons who deal with the procurement system of the Consortium.
- f. To maximize economy in Consortium procurement activities and to maximize to the fullest extent practicable the purchasing value of Consortium funds.
- g. To provide safeguards for the maintenance of a procurement system of quality and integrity for the Consortium.

P-2. APPLICATION OF POLICY

P-2.1 Contracts

This policy shall apply to contracts/agreements solicited or entered into after the effective date of this policy or subsequent amendments or revisions, unless the parties agree to its application to a contract solicited or entered into prior to the effective date.

P-2.2 Activities

This policy shall apply to the purchase/procurement of all materials, supplies, services, and equipment except as herein specifically exempted.

P- 2.3 Waiver

The Consortium Board shall have the authority to waive the policies and procedures contained herein when deemed to be in the best interest of the Consortium, provided it does not result in a violation of State or Federal laws or regulations.

P-3. AUTHORITY OF PROCUREMENT MANAGER

The Procurement Manager shall be designated by the General Manager. Except as otherwise specifically provided in this policy, the Procurement Manager shall:

- a. Purchase or supervise the purchase of all supplies, services, materials, equipment, and construction services defined within the scope of this policy
- b. Upon the prior approval of the General Manager, the Procurement Manager may delegate authority to designee(s).

P-4. SPECIFICATIONS

Technical specifications are designed to ensure that the quality and service will fulfill the

requirements for which the equipment, materials, commodities or services are intended. It is the policy of the Consortium that specifications permit maximum practicable competition consistent with this purpose. Specifications should be drafted with the objective of clearly describing the Consortium's requirements. Specifications take many forms, some of which are more complex than others. The Procurement Manager may maintain a library of current specifications through the National Institute of Governmental Purchasing (NIGP) for equipment, commodities, materials and services.

The Procurement Manager may make modifications or alterations to specifications to accommodate competitive bidding.

P-4.1 General

The purpose of a specification is to serve as a basis for obtaining a supply or service adequate and suitable for the Consortium's needs. The drafting of specifications should be done in a cost effective manner, taking into account the total cost of ownership and operation, as well as the initial acquisition cost.

P-4.2 Design/Performance Specification

Specifications should, to the extent practicable, emphasize functional or performance criteria while limiting design or other physical descriptions to those necessary to meet the needs of the Consortium.

P-4.3 Detail of Specifications

Bids and quotations should be based on concise specifications. Specifications should be detailed, providing a basis for open and equitable competitive bidding, based upon a common standard. Specifications should clearly describe the product to be purchased and must be free from restrictions that limit competition.

P-4.4 Selection Criteria

The specifications should relate directly to the selection criteria. A proposed selection criteria form with relative weights will be incorporated in the solicitation package.

P-4.5 Revision of Specifications Due to Budget Constraints

Should it be determined, after bids have been opened, that bids received exceed the budgeted amount and additional funds are not available, bids may be rejected. The scope of the specifications may be revised in an effort to conform to the established budget.

P-4.6 Alternate Specifications

Alternate specifications involving two or more designs, functional or performance criteria may be proposed by a bidder if the specifications satisfactorily meet the Consortium's requirements and alternate specifications are expressly permitted in the bid document.

P-4.7 Reference-Bidders Qualification and Experience

Bidders may be required to furnish evidence of qualifications and past experience in

the type of work as outlined in the specifications, to include specific experience for a particular services or project.

To expedite validation of bidder credentials for architect or engineering services only, the Procurement Manager may choose to rely on proof of prequalification from other State agencies, including FDOT and FDEP. In the event the scope is relevant to an existing prequalification category, proof of current prequalification status may be required as an essential requirement for bidding.

P-4.8 Familiarity with Laws

The bidder is expected to be familiar and in compliance with all applicable Federal, State, and Local laws, ordinances, codes, rules and regulations that in any manner affect the work or services to be performed or the goods to be provided. Ignorance on the part of the bidder in no way relieves the bidder from the responsibility of compliance with all applicable laws, ordinances, codes, rules and regulations.

Bidders must possess any and all licenses necessary to perform.

Bidders are responsible for obtaining permits necessary to complete work, at their own expense, prior to starting any work provided by a Consortium purchase order or contract.

P-5. SOLICITATION PROHIBITIONS

To ensure compliance with federal procurement rules, specifications and solicitation requirements may not contain features that unduly restrict competition including, but not limited to:

- a. Imposing unreasonable business requirements/qualifications for bidders or offerors.
- b. Imposing unnecessary experience requirements for bidders and offerors.
- c. Using prequalification procedures (except in the case of qualifications-based procurement for services under section 287.055, F.S., known as the Consultants' Competitive Negotiations Act).
- d. Making a noncompetitive award to any person or firm on a retainer contract with the recipient if the award is not for the property or services specified for delivery under the retainer contract.
- e. Excessive Bonding shall not be permitted.
- f. Specifying only a "brand name" product without allowing offers of "an equal" product, or allowing "an equal" product, or allowing "an equal" product without listing the salient characteristics that the "equal" product must meet to be acceptable for award.
- g. Specifying in-State or local geographical preferences or evaluating bids or proposals in light of in-State or local geographical preferences, even if those preferences are

imposed by State or local laws or regulations.

- h. Supporting or acquiescing in noncompetitive pricing practices between firms or between affiliated companies including acceptance of submission of identical bid prices for the same products by the same group of firms, or an unnatural pattern of awards that had the cumulative effect of apportioning work among a fixed group of bidders or offerors.

P-6. METHODS OF SOURCE SELECTION

The Consortium policies and procedures address the following methods of source selection:

- a. Small Purchases (including micro purchases and procurement quotes)
- b. Competitive Solicitations (ITB, RFQ and RFP)
- c. Emergency Purchases
- d. Sole Source/Non-Competitive Purchases

P-7. APPROVAL THRESHOLDS

For multi-year contracts, when the annual amount is not specified, signature authority is based on the average yearly expenditure over the contract term. This applies for all approval thresholds. Table P-1 provides the Procurement Process thresholds. Table P-2 provides the Signature Authority thresholds.

Table P- 1 Procurement Process Thresholds	
Procurement Method	Threshold
Micro Purchase Procedures	Up to \$10,000
Procurement Quotes	\$10,000.01 to \$50,000
Competitive Solicitation – ITB, RFP and RFQ	\$50,000.01 and above
*At the discretion of the Board, any procurement less than or equal to \$50,000 may be conducted pursuant to the competitive solicitation method (ITB, RFP, and RFQ)	

Table P-2 Contract Award and Signature Authority Thresholds	
Individual	Threshold¹
Procurement Manager	*Procurement Agreements up to \$25,000
General Manager	*Procurement Agreements greater than \$25,000 and no greater than \$50,000
Gulf Consortium Board of Directors	*Procurement Agreements greater than \$50,000
¹ Term contracts will be awarded based upon the value of the initial term of the contract.	
*All contracts will be in a form approved by the Consortium General Counsel prior to execution.	

- P-7.1 For all procurements within the approval thresholds of the Procurement Manager or General Manager, the General Manager shall provide a report to the Board at the next available Board meeting date of all purchases and contracts approved by the Procurement Manager/General Manager within such approval thresholds. Such report shall be for informational purposes only and the Board shall not be required to ratify or otherwise approve such purchases or contracts.
- P-7.2 Purchases utilizing Federal funds must conform to applicable Federal law, including: 2 CFR Part 1201 incorporating 2 CFR 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” and comply with all requirements of FTA Circular C 4220.1F, as amended from time to time. Contracts utilizing Federal funds shall include all required Federal contract clauses.
- P-7.3 To ensure compliance with Federal procurement rules, the Procurement Manager shall ensure that adequate competition exists by confirming that two or more responsible bidders are willing and able to compete effectively for the business.
- P-7.4 A Cost Analysis shall be completed by the General Manager or designee. The Consortium shall rely on 2 CFR 200 Subpart E – Cost Principles for allowable costs. General criteria for costs to be considered allowable are:
- a) Necessary and reasonable for performance and allocable.
 - b) Conforms to limitations or exclusions to types or amount of cost items.
 - c) Consistent with policies and procedures.
 - d) Treated consistently as an indirect or direct cost.
 - e) Not included as a cost or used to meet cost sharing or matching requirements of any other federally financed program (see 2 CFR 200.306).
 - f) Adequately documented (see 2 CFR 200.300 and 2 CFR 200.309).
- P-7.5 An Independent Cost Estimate is required prior to receiving bids or proposals for all purchases over the Simplified Acquisition Threshold (currently \$250,000) and can be obtained by:
- a. Design/engineering firm or member county technical staff for construction work;
 - b. Published price lists or past pricing with inflation factors;
 - c. Independent third-party staff member not impacted by the final procurement; or
 - d. Other appropriate procedures specific to the facts, type, and complexity of the procurement.

P-7.6 Advertisement shall be via website and online services not later than the fourteenth day before the day set for receipt of bids, proposals or qualifications. Unless an earlier timeframe is approved by the Consortium due to an emergency or extenuating circumstance.

P-8. MICRO PURCHASE

The purchase of commodities, equipment, and services, which cost less than \$10,000 does not require solicitation of quotes or bids. Micro purchases shall be authorized by the Procurement Manager or designees and documented (for micro purchases greater than \$5,000) as to their conformance with an approved Budget category.

Micro-purchases may be made without obtaining competitive quotations so long as the Procurement Manager determines that the price is reasonable, and that purchases made under the micro-purchase threshold shall be distributed equitably among qualified suppliers, in accordance with 41 U.S.C. Section 1902. Micro Purchase Cost Analysis form shall be serve as documentation.

P-9. PROCUREMENT QUOTES

For purchases exceeding \$10,000,- but not more than \$50,000, the Procurement Manager or designee shall obtain multiple competitive quotations whenever possible. The Procurement Manager may solicit written quotations from the open market and shall use available current vendors and suppliers price lists whenever possible. The Procurement Manager or designee shall prepare a written quotation solicitation form that clearly documents the commodities, equipment or services requested and when needed, contact information, due date for quotation, vendor requirements and other relevant transactional terms. The requested commodities, equipment or services must be adequately described on a consistent basis to assure a like-to-like comparison among vendors. In those instances where the securing of two (2) quotations is not practicable, the Procurement Manager shall provide written justification of such.

Vendors submitting written quotes must have the required expertise and capability to perform the work or supply the commodities or equipment. Quotes must be on company letterhead, which shall be signed and dated by an authorized representative of the vendor. The lowest cost, responsible and responsive vendor who is capable of performing the services or supplying the commodities or equipment shall be awarded the contract.

P-10. COMPETITIVE BIDS (ITB)

P-10.1 Conditions for Use

An ITB shall be utilized when the Procurement Manager is capable of establishing precise specifications for a commodity or defining, with specificity, a scope of services for the commodities or services sought and when the estimated cost of these commodities, equipment or services exceeds \$50,000. Vendors compete on a cost

basis for like items or services. The selection shall be based upon the lowest priced, responsive, and responsible bidder.

P-10.1.1 The Procurement Manager shall maintain a posting on the Consortium's website, accessible to the public where all advertisements for bids and/or bid tabulations may be posted. The notice shall include a general description of the goods and services to be procured, the location where specifications may be obtained, closing date, and the time and place for receipt of and the opening of the competitive bidding.

P-10.1.2 Exceptions to competitive award methods include:

- a. Other Governmental Agency Contracts - The Procurement Manager may procure commodities, materials, equipment and services from the State of Florida, Federal Government (GSA) and other governmental entity contracts when deemed to be in the best interest of the Consortium and in compliance with federal procurement requirements (See Section 14).
- b. Emergency Purchases (See Section 12)
- c. Non-competitive Purchase/Sole Source Purchase - (See Section 13)

P-10.2 Procedures

P-10.2.1 All bids shall be submitted no later than the date and time designated in the notice. The envelope containing the competitive bids shall be sealed. The Procurement Manager or designee shall date and time stamp each response as it is received and file the bids unopened in a secure file until the time designated for the opening. Bids received after the deadline shall be returned unopened to the sender.

P-10.2.3 All Competitive Sealed Bids shall be opened in public at the time, date and place stated in the notice and shall be recorded. Bids will not be accepted after the time set for the bid opening. The official clock for recording time is the clock located in the Procurement Manager's office. The purpose of the bid opening is to record the bids received. Bids are not analyzed for quality or substance at the bid opening.

P-10.3 Substitution

Each Bidder/Offeror represents that the bid is based upon requirements described in the ITB and that such commodities, equipment, materials and services fully meets the requirements of the ITB.

Whenever, any material, item, product, system or process is specified by trade name or name of manufacturer or vendor to establish class or standard required, any other material, item, product, system or process, considered equal by the procurement officer may be accepted, unless otherwise stated in the ITB.

In each such instance, the material, item, product, system or process specified by trade name or name of manufacturer or vendor shall be considered as a standard basis

for bidding and to ensure a uniform comparison of bids, the bidder shall base the bid on the particular material, item, product, system or process identified.

Should a bidder decide to substitute a material, item, product system or process other than that named in the specifications, the bidder shall attach to the bid at the time of submission or prior to submission, a separate sheet upon which shall be listed the pre-approved materials, items, products, systems or processes which the bidder desires to substitute.

P-10.3.1 No substitution will be considered unless written request has been submitted to the Procurement Manager for approval within the time specified. Each request shall include a complete description of the proposed substitute, the name of the material or equipment, etc. for which it is to be substituted, drawings, samples, performance and test data, references and other data or information necessary for complete evaluation. A written approval must be issued by the Procurement Manager or designee in order for the substitution to be fully accepted

P-10.3.2 The Procurement Manager and Consortium representative will review the bids and recommend to the Consortium Board the vendor(s) to receive the award on the basis of being the lowest responsive and responsible bidder.

P-10.3.3 After a bid has been opened, a bidder is not permitted to unilaterally withdraw or alter their bid, or deposit.

P-10.4 Correction or Withdrawal of Bids; Cancellation of Awards

Correction or withdrawal of inadvertently erroneous bids, before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted where appropriate under the sole discretion of the Consortium. Mistakes discovered before bid opening may be modified or withdrawn upon written notice received in the office designated in the ITB prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid price or other provisions of bids prejudicial to the interest of the Consortium or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

- a. the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
- b. the bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Procurement Manager and concurred with by the General Manager.

P-10.5 Notification of Award

After approval of the award, the Procurement Manager or designee will notify the successful bidder. The normal means of notification is by Internet Website; however, the Procurement Manager will notify the successful bidder of the award by the most expedient and practical means available.

P-11. COMPETITIVE SOLICITATION: REQUESTS FOR QUALIFICATIONS (RFQ) AND REQUESTS FOR PROPOSALS (RFP) (COLLECTIVELY THE “PROPOSALS”)

P-11.1 Request for Proposals

RFPs are used when the scope of work, specifications, or contractual terms and conditions cannot be well defined. Evaluation of a response is based on prior established criteria which involves more than price. An RFP includes, but is not limited to, applicable laws and rules, functional or general specifications, statement of work, proposal instructions, and evaluation criteria. Under RFPs, the quality of competing products or services may be compared and judged according to evaluation criteria and trade-offs can be made between the price and quality of the products or service offered.

P-11.2 Request for Qualifications

A request for qualifications (“RFQ”) is used where the specifications of required professional services are broad and specialized in nature. Evaluation of a response is based on prior established criteria which involves more than price. The purpose of obtaining professional services is to offer to the Consortium special expertise, practical experience, knowledge, resources and an objective outside professional opinion. An RFQ must be utilized in CCNA procurements, but may be used in other instances when deemed appropriate by the Procurement Manager.

P-11.2.1 The provisions and exemptions contained in section 287.055, Florida Statutes (commonly known as the Consultants’ Competitive Negotiation Act, “CCNA”), shall apply herein for the procurement of all professional architecture, engineering, landscape architecture, or registered surveying and mapping services for projects that exceed certain statutory dollar thresholds.

P-11.2.2 Where it is in the best interest of the Consortium, the Consortium may choose to use the FDOT Prequalified Consultants Directory to validate that consultants have the prerequisite credentials in place to perform required services.

P-11.3 Procedures

The Procurement Manager shall schedule key events and dates for the RFP and RFQ review and issuance, public notice, the pre-proposal conference (if required), the proposal opening, evaluation, Board approval, and the preparation of the contract.

P-11.3.1 The Procurement Manager, in coordination with General Counsel, shall review the requirements and prepare the RFP/RFQ package, draft contract, and notice for posting.

P-11.3.2 The Procurement Manager shall advertise and post the RFP/RFQ, and any addendums thereto, on the Consortium website. The notice shall include a

general description of the goods and services to be procured, the location where the RFP/RFQ may be obtained, closing date, and the time and place for receipt of and the opening of the competitive solicitation.

P-11.3.3 A pre-proposal conference with vendors may be beneficial, depending on the complexity of the specifications or scope of work to be performed. When pre-proposal conferences are held, the Procurement Manager shall prepare a summary of the meeting. If material changes are made to the RFP/RFQ, the Procurement Manager must prepare an addendum and post it on the Consortium's website.

- a. The pre-bid/proposal conference is a meeting of potential bidders/offerors, the Procurement Manager and, as appropriate, other representatives of the Consortium or member counties.
- b. The ITB/RFP/RFQ shall stipulate the time, date, and location of the pre-bid/proposal conference, which should be as soon as possible after issuance and will indicate whether attendance is mandatory or non-mandatory.
- c. During the pre-bid/proposal conference, specifications are thoroughly reviewed and discussed with all parties in attendance. Subsequent to the conference, changes to the specifications will be reflected in an addendum prior to bid/proposal submittal. No changes to specifications may be made unless the addendum clearly identifying such changes is posted on the Consortium's website.
- d. Areas of concern regarding specifications, conditions, or alternatives must be addressed as soon as possible after the completion of the conference by the Procurement Manager.
- e. A mandatory pre-bid/proposal conference may be required at the discretion of the Consortium when deemed to be in the Consortium's best interest to do so. Mandatory conferences are held to ensure that potential bidders understand the complexity of the project or scope of work. The requirement for a mandatory conference shall be included in the public announcement/bid document.
- f. All interpretations or corrections shall be issued as addenda. If the location, date, or time of the bid opening changes, written notice of the change shall be given in the form of an addendum, as soon as practicable after the change is made and posted on the Consortium website and FAR system, if applicable.
- g. Occasionally after bids/proposals are solicited, but prior to bid opening or submittal time, changes to the specifications, delivery schedules, quantities, etc. may be needed. Ambiguous provisions may need to be clarified, or errors and oversights corrected. All addenda must be signed by the Procurement

Manager or designee, processed on Gulf Consortium Letterhead and reference the Bid/RFP title and number.

- h. The Procurement Manager shall process the proposed addenda promptly upon receipt. Prior to issuing of an addendum, the Procurement Manager and the General Manager must consider the period of time remaining until bid opening. If additional time is likely to be required by a bidder(s), the addendum should extend the opening date for a reasonable period of time to obtain the greatest level of competition and fairness.
- i. Bidders must acknowledge receipt of addenda in their bid submittal at the designated time, date, and location. Bids may be rejected due to failure of vendors to acknowledge receipt of addenda. The Procurement Manager, however, has discretion to consider addenda not material to a bid process and may consider a bid responsive without addenda acknowledgement.
- j. All proposals shall be submitted no later than the date and time designated in the notice and the RFP/RFQ. The Procurement Manager or designee shall date and time stamp each proposal as it is received and file the proposals unopened in a secure file until the time designated for the opening. Proposals received after the deadline shall be returned unopened to the sender.
- k. RFPs/RFQs shall be opened publicly, in the presence of two or more witnesses, at the time, date, and place designated in the RFP/RFQ. The name of each offeror shall be read aloud; pricing is not announced at an opening for a competitive proposal. The official clock for recording time is the clock located in the Procurement Manager's office. The purpose of the proposal opening is to record the proposals received. Proposals are not analyzed for quality or substance at the proposal opening.
- l. The Procurement Manager shall evaluate the competitive proposals for responsiveness and completeness. All responsive proposals shall be provided to the Selection Committee for review, along with the Selection Criteria form.

P-11.4 Selection

All responsive proposals shall be ranked by a selection committee appointed by the Board. The selection criteria form is to be completed by each Selection Committee member, signed and dated.

P-11.4.1 The Procurement Manager shall compile the Selection Criteria Forms, assemble cumulative scores and determine the top-ranked proposer. The recommendation for award shall be reviewed by the General Manager and submitted for approval and award by the Consortium Board.

P-11.4.2 General Counsel shall negotiate the terms and conditions of the resulting

contract with the top-ranked proposer. If negotiations with the top-ranked proposer are unsuccessful, negotiations shall begin with the second-ranked proposer. If negotiations with the second-ranked proposer are unsuccessful, the Consortium shall decide whether to continue negotiations with the other proposers or to resolicit the procurement.

P-12. EMERGENCY PURCHASES

P-12.1 Definition of Emergency

A purchase necessitated by a sudden unexpected turn of events (e.g., including but not limited to acts of God, riots, fires, floods, hurricanes, accidents, terrorism, or any circumstances or cause beyond the control of the agency in the normal conduct of its business) where the delay incident to competitive bidding would be detrimental to the interest of the Consortium.

P-12.1.1 To meet an emergency condition, which requires immediate purchase of equipment, commodities or services, the General Manager shall be empowered to authorize the Procurement Manager to secure by open market procedures, equipment, commodities or services regardless of the amount of the expenditure(s).

P-12.1.2 The Procurement Manager shall have the authority to either reduce the number of days required for competitive sealed bids/proposals, or the Executive Committee may eliminate the requirement for competition altogether based on the emergency situation.

P-12.1.3 Following each emergency purchase made under the provisions of this section, a report shall be prepared by the Procurement Manager, with complete documentation, clearly stating the justification for an exception from the normal purchasing procedures and submitted to the appropriate approval authority within a 72-hour period after the occurrence. The purchase amount will determine the final approval authority and/or ratification thereof. The Procurement Manager will prepare the essential paperwork for obtaining appropriate approval authority (e.g., Board, General Manager).

P-12.1.4 A written explanation of the circumstances of an emergency purchase in an amount in excess of \$5,000 shall be confirmed by the Board, which will then be recorded in the minutes of the Board and be open for public inspection.

P-12.1.5 Approval for Emergency Purchases more than \$5,000 but under \$50,000 will be approved in accordance to the established authorized thresholds (See Section 7).

P-13. COOPERATIVE PROCUREMENT

P-13.1 State Contracts

The Procurement Manager is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the respective state contracts (state term continuing supply contracts, SNAPS agreements (State Negotiated Agreement Price

Schedules), agreements resulting from Invitations to Negotiate (ITN), or other such contracts authorized by statute for use by local governments of the Florida Department of Management Services or other state agencies.

P-13.2 Federal Supply Service

The Procurement Manager is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the eligible Federal Supply Schedules issued by the Federal General Services Administration (GSA). Such purchases shall be made without competitive bids provided that funding has been appropriated and approved by the Consortium.

P-13.3 Other Public Procurement Units

The Procurement Manager shall have the authority to join with other units of government in cooperative Procurement ventures when the best interest of the Consortium would be served thereby, and the same is in accordance with State law. The Procurement Manager shall appropriately document such cooperative Procurement arrangements. All Cooperative Procurement conducted under this section shall be through contracts awarded through full and open competition, including use of source selection methods equivalent to those required by this policy. Each selection method shall clearly state the intention to include participation by other units of government as a requirement for use in cooperative Procurement.

P-13.4 Cooperative Procurement Organizations

The Procurement Manager is authorized to purchase goods or services for any dollar amount from authorized vendors listed on eligible contracts of cooperative Procurement organizations. Such purchases shall be made without competitive bids provided that funding has been appropriated and approved by the Consortium. All Cooperative Procurement contracts utilized under this section shall have been awarded through full and open competition, including use of source selection methods equivalent to those required by this policy.

P-13.5 Documentation Requirements

The following documentation is the minimum required to use another government entity's awarded contract:

P-14.5.1 Florida contracts. For all cooperative procurements off state contracts, the current state contract number is required. If the contract has fixed unit prices, a copy of the contract is required. If the contract is a percent discount from list, then a copy of the original manufacturer's list price must be attached. This will usually be in a form of a published price list. If only some of the items on the contract are being sought, then only the pages with those prices are required.

P-14.5.2 Federal GSA contracts. For all cooperative procurements off federal GSA contracts, a copy of the GSA contract showing the contract name, number and contract term is required. The ordering information pages and the pages with the pricing are also required. If the contract is a percent discount from list, then a copy of the original manufacturer's list price must be attached. This will usually be in the form of a published price list. If only some of the items on the contract are being sought, then only the pages with those prices are required.

P-14.5.3 Contracts from other government entities. For all cooperative procurements from other government entities, the required documentation includes:

1. A complete copy of the original bid/RFP;
2. A copy of award letter/memo/agenda item with minutes by the government entity to the vendor to document award;
3. A complete copy of vendor's proposal; and
4. A complete copy of the current contract with the vendor and any amendments thereto.

P-13.6 Cooperative Procurements Using Federal Funds.

If the Consortium seeks to cooperatively procure goods or services to be paid for with federal grant funds and for which the provisions of 2 CFR 200 apply, the Consortium shall comply with all applicable rules, regulations, or policies governing cooperative procurement imposed by the granting agency as well as 2 CFR 200.318(e). The Procurement Manager shall consult with the granting agency and General Counsel prior to utilizing a cooperative procurement for goods or services to be funded under a federal grant.

P-14. PROTESTING INTENDED DECISIONS AND PROCUREMENT AWARDS

P-14.1 Right to Protest

Any person, hereinafter referred to as Protestor, who submits a timely response to a competitive solicitation, and who is aggrieved with an Intended Decision of the Consortium or a Procurement Award rendered by the Board shall have the right to protest. Vendors who do not submit a legitimate response to a competitive procurement do not have standing to file a protest. Furthermore, vendors who would not be awarded the subject contract, even if the protest were successful, lack standing to file a protest.

P-14.2 Filing a Protest

A Protestor shall file with the Consortium a notice of intent to protest in writing within 72 consecutive hours after the posting of the notice of Intended Decision or

Procurement Award of the Consortium. A formal written protest shall be filed within 7 calendar days after the date the notice of intent to protest has been filed. Failure to timely file a notice of intent to protest or failure to file a formal written protest shall constitute a waiver of the right to proceedings under this Section.

A notice of intent to protest and the formal written protest are deemed filed with the Consortium when it is received by the Procurement Manager.

- P-14.2.1 The notice of intent to protest shall contain at a minimum: the name of the Protestor; the Protestor's address and phone number; the name of the Protestor's representative to whom notices may be sent; the name and number of the solicitation; and, a brief factual summary of the basis of the protest.
- P-14.2.2 The formal written protest shall: identify the Protestor and the solicitation involved; include a plain, clear statement of the grounds upon which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the Protestor deems applicable to such grounds; and, specify the relief to which the Protestor deems himself entitled.
- P-14.2.3 A formal written protest shall include the posting of a bond with the General Manager at the time of filing the formal written protest, made payable to the Consortium, in an amount equal to one percent (1%) of the Consortium's estimate of the total dollar amount of the contract or \$5000, whichever is greater. After completion of the bid protest process and any court proceedings, if the Protestor prevails, the protestor shall be entitled to have his bond returned. In no case will the Protestor or Intervenor be entitled to any costs incurred with the solicitation, including bid preparation costs, lost profits, bid protest costs, and/or attorney's fees.
- P-14.2.3 Timeliness of protest determinations. All determinations on the timeliness of notices of intent to protest and formal written protests will be made by the Procurement Manager.

P-15. GENERAL PROVISIONS

P-15.1 Time Limits

The time limits in which formal written protests shall be filed as provided herein may be altered by specific provisions in the invitation to bid, request for proposals, request for qualifications, or upon the mutual written consent of the Protestor and the Consortium.

P-15.2 Entitlement to Costs

In no case will the Protestor be entitled to any costs incurred with the competitive solicitation, including, but not limited to bid preparation costs, lost profits, bid protest costs, and/or attorney's fees.

P-15.3 Stay of Procurement During Protests.

In the event of a timely protest, the Procurement Manager shall not proceed further with the solicitation or award of the contract until all administrative remedies have

been exhausted or until the General Manager makes a written determination that the award of a contract without delay is necessary to protect the substantial interests of the Consortium. Additionally, the General Manager, or designee may execute an extension of current contract(s) to ensure the continuation of critical services.

P-15.4 Protest of Intended Decisions.

Upon timely receipt of a notice of intent to protest an Intended Decision, the Procurement Manager shall provide the Protestor with acknowledgement of receipt and a copy of this Section. The Procurement Manager shall within two business days mail a copy of the notice of intent to protest to all persons who responded to the competitive solicitation.

P-15.4.1 Within 7 days of receiving the formal written protest, the Procurement Manager shall respond to the Protestor affirming or denying the protest. Within 5 days of issuance of the Procurement Manager's decision, such decision may be appealed to the General Manager. The General Manager, in coordination with General Counsel, shall within 5 days of receiving the appeal, respond by affirming or overruling the Procurement Manager's decision. The General Manager's decision shall be deemed final action by the Consortium.

P-15.5 Indemnification Statement

It is Consortium standard practice to require vendors and contractors to indemnify the Consortium. The General Manager or designee will only make deviations from this policy upon approval by the Board and upon determination that it is in the best interest of Consortium.

P-15.6 Insurance Requirements/Recommendations

Prior to commencing work the contractor shall procure and maintain, at the contractor's own expense, for the duration of the contract and any extensions, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor, contractor's agents, representative, employees or subcontractors and any other insurance coverage required by the ITB, RFP or RFQ.

All insurance shall be obtained from an agency of an insurance company, which agency shall have an established place of business in the State of Florida and be duly licensed to conduct business therein.

P-15.7 Selection Criteria and Reference Checks

A Selection Criteria Form and Reference Check form shall be completed prior to the recommendation for award in order to consider whether the bidder meets the standards of qualification. Factors to be considered shall include whether the bidder has the following:

- a. The appropriate financial, material, equipment, facility, and personnel resources and expertise available or the ability to obtain them, necessary to indicate its

- capability to meet all contractual requirements;
- b. A satisfactory record of performance;
- c. A satisfactory record of integrity;
- d. Ability to get bonding and insurance;
- e. The legal ability to contract with the Consortium;
- f. Supplied all necessary information in connection with the inquiry concerning responsibility including, but not limited to licenses, permits, or organization papers required.
- g. Satisfactory status with the Consortium.
- h. No conflict of interest. An organizational conflict of interest exists, when any of the following occur:
 1. Because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice;
 2. A contractor's objectivity in performing the contract work is or might be otherwise impaired; or
 3. The contractor has an unfair competitive advantage.
- i. See Sample Reference Check form attached.

P-15.8 Award

The contract shall be awarded with reasonable promptness to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. For Request for Proposals, the contract shall be awarded to the top-ranked, most responsive and responsible proposer with whom a mutually-agreeable contract is negotiated. The Consortium reserves the right to waive any informality in bids and proposals and to make an award in whole or in part when either or both conditions are in the best interest of the Consortium. The contract shall be awarded by purchase order or written agreement.

P-15.9 Notice of Intended Decision

The Intended Decision shall be posted on the Consortium website. This written notice shall state the firm or firms to whom the Consortium intends to award the contract resulting from the solicitation and establishes the 72 consecutive hour period in which a notice of intent to protest may be timely filed.

P-15.10 Contract Administration Compliance with Federal Contract Provisions

- P-15.10.1 Contract Administration. All contracts shall include provisions adequate to form a sound and complete agreement which shall comply with Federal laws and regulations and include all required Federal contract provisions to ensure compliance with those laws and regulations.

P-15.10.2 The Contract Administration procedures shall be followed for all federally funded contracts.

P-15.10.3 The Procurement File shall contain proper contract administration including, but not limited to:

- a. Evidence of Board approval and funding commitment;
- b. Evidence of advertisement and tabulation of bids;
- c. The executed contract and notice of award;
- d. Performance and payment bonds, bond-related documentation, and correspondence with any sureties;
- e. Contract-required insurance documentation;
- f. Post-award (pre-performance) correspondence from or to the contractor or other Government agencies;
- g. Notice to proceed;
- h. Approvals or disapprovals of contract submittals required by the contract and requests for waivers or deviations from contractual requirements;
- i. Modifications/changes to the contracts including the rationale for the change, change orders or amendments issued, and documentation reflecting any time and or increases to or decreases from the contract price as a result of those modifications;
- j. Documentation regarding settlement of claims and disputes including, as appropriate, results of audit and legal reviews of the claims and approval by the proper authority of the settlement amount;
- k. Documentation regarding stop work and suspension of work orders and termination actions (convenience as well as default); and
- l. Documentation relating to contract closeout.

P-15.10.4 Retention of Procurement Records. All records pertaining to the solicitation, award, or performance of a contract shall be maintained for the Consortium in appropriate files by the General Manager.

All procurement records shall be retained and disposed of by the Consortium in accordance with records retention guidelines and schedules established by the State of Florida and 2 CFR 200.

P-15.10.5 General Counsel shall determine the Federally Required Contract Clauses to be included with each contract, which will be disclosed at the time of advertisement.

P-15.10.6 Time and Materials contracts shall only be allowed, in the following instances:

- a. After determination that no other contract type is suitable,

- b. The contract specifies a ceiling price that the contractor may not exceed except at its own risk.

P-15.10.7 Davis-Bacon prevailing wage and hour restrictions shall apply to all construction contracts that involve water treatment exceeding \$2,000 and when otherwise required by Federal program legislation.

P-15.10.8 Cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be allowed.

P-15.10.9 A change order/amendment review checklist shall be completed for all Contract Change Orders/Amendments. All out-of-scope Contract Change Orders/Amendments shall include the following:

- a. An independent estimate and cost analysis prepared by the Architect/Engineer or General Manager,
- b. The contractor's proposal,
- c. Meeting minutes discussing the change order and written evidence of negotiations,
- d. Evidence of Board approval prior to initiation of work (if applicable),
- e. Change order form signed by all parties.

P-15.10.10 Cardinal Changes (tag-ons) defined as a change which cannot be redressed within the contract (base and option) as it was not bargained for when originally advertised, competed, and awarded, whether for the use of the buyer or for others, and then treating the add-on portion as though it met the requirements of competition shall not be allowed.

P-15.11 Cancellation of Solicitations

An ITB, RFP or RFQ may be canceled, or any or all solicitations may be rejected in whole or in part when it is in the best interests of the Consortium, as determined by the Board. Notice of cancellation shall be posted on the Consortium website. The notice shall identify the solicitation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

P-15.12 Disqualification of Vendors

For any specific competitive solicitation, vendors may be disqualified by the Procurement Manager for the following reasons:

- a. Failure to materially perform according to contract provisions on prior contracts with the Consortium.
- b. Conviction in a court of law of any criminal offense in connection with the conduct of business.
- c. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- d. Clear and convincing evidence that the vendor has attempted to give a Board

employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's Procurement activity.

- e. Failure to execute a Public Entity Crimes Statement as required by Section 287.133, Florida Statutes.
- f. Other reasons deemed appropriate by the Consortium.

P-15.13 Negotiation of Terms and Conditions – Less Than Two Responsive Submissions.

If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, or all bids received exceed the available budget identified for the commodity or contractual service, the Procurement Manager may negotiate on the best terms and conditions. The Procurement Manager shall document the reasons that such action is in the best interest of the Consortium in lieu of resoliciting competitive sealed bids, proposals, or replies. The Procurement Manager shall report all such actions to the Consortium or designee prior to final award of any contract resulting from the negotiations. Award will be made according to the award thresholds in Table 1.

P-15.14 Prohibited Communications

P-15.14.1 Any form of communication, except for written correspondence with the Procurement Manager requesting clarification or asking questions, shall be prohibited regarding a particular ITB, RFP or RFQ, or any other competitive solicitation between: Any person or person's representative seeking an award from such competitive solicitation; and

Any Board Member, Consortium consultant or any Manager employee authorized to act on behalf of the Consortium to award a particular contract.

P-15.14.2 For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

P-15.14.3 The prohibition on communications described in this Section shall be in effect from the date of advertisement or release of the competitive solicitation and terminate at the time the Consortium approves the award of a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

P-15.14.4 The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Consortium, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee, agent, or representative of the Consortium and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, communications with the General Counsel or communications with the Procurement Manager.

P-15.14.5 Prohibited communications shall result in disqualification from the particular request for proposal, request for qualification, bid, or any other competitive solicitation and may be grounds for suspension from doing business with the Consortium.

P-15.14.6 For each competitive solicitation exceeding \$100,000, all vendors must submit a SF – LLL, Certification Regarding Lobbying pursuant to 44 CFR Part 18.

P-16. CONTRACTING WITH SMALL AND MINORITY BUSINESSES

In accordance with federal procurement rules, specifically 2 C.F.R. 200.321, the Consortium will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

The Procurement Manager shall ensure that the requirements are included in competitive procurements as it applies to both primary and subcontractors.

The Consortium will accept certification of 8(a), WOSB or HUBZone status from the Small Business Administration or its contracted certification providers as SBA may designate from time to time or the Florida Department of Transportation (FDOT) DBE program in lieu of creating its own certification program.

The Consortium will utilize the SAM (U.S. System for Award Management, SAM.gov) and FDOT DBE lists to notify certified W/MBE firms of procurement opportunities, as deemed appropriate. The efforts of such outreach shall be

maintained in the original purchasing file.

P-17. RIGHTS OF THE GULF CONSORTIUM BOARD

Nothing in this Policy shall be deemed to abrogate, annul, or limit the right of the Board in accordance with Florida law and in the best interests of the Consortium, to reject all bids/proposals received in response to a solicitation, to determine in its sole discretion the responsiveness and responsibility of any bidder/proposer, to approve and authorize or to enter into any contract it deems necessary and desirable for the public welfare, or to vary the requirements of the Policy in any instance when necessary and desirable for the public welfare.

P-18. ETHICS IN PUBLIC CONTRACTING

18.1 Criminal Penalties

To the extent that violations of the ethical standards of conduct set forth in this policy constitute violations of the State Criminal Code they shall be punishable as provided therein. Such penalties shall be in addition to civil sanctions set forth in this part.

P-19. CONSULTANT CONFLICT OF INTEREST

P-19.1 Participation

It shall be unethical for any Consultant to participate directly or indirectly in a procurement contract when the Consultant knows that:

- a. the Consultant or an immediate family member (father, mother, brother, sister, child, grandparent, or grandchild of Consultant or spouse) has a financial interest pertaining to the procurement contract; or
- b. any other person, business, or organization with whom the Consultant or immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

P-19.2 Blind Trust

A Consultant or immediate family of a Consultant who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

P-20. CONTEMPORANEOUS EMPLOYMENT PROHIBITED

It shall be unethical for any Consultant who is participating directly or indirectly in the procurement process to be an employee or contractor of any entity that submits a response to such procurement.

P-21. GRATUITIES AND KICKBACKS

P-21.1 Gratuities

It shall be unethical for any person to offer, give, or agree to give any Consortium Board Member, Consultant or their employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

P-21.2 Kickbacks

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

P-21.3 Contract Clause

The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefore.

P-22. SANCTIONS

The Board may impose any one or more of the following sanctions for violation of the ethical standards:

- a. written warnings;
- b. termination of contracts; or
- c. debarment or suspension (see Section 25).

P-23. RECOVERY OF VALUE TRANSFERRED OR RECEIVED IN BREACH OF ETHICAL STANDARDS

P-23.1 General Provisions

The value of anything being transferred or received in breach of the ethical standards of this policy by a Consortium Board Member or Consultant may be recoverable by the Consortium.

P-23.2 Recovery of Kickbacks by the Consortium

Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the Consortium and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickback. Recovery from one

offending party shall not preclude recovery from other offending parties.

P-24. AUTHORIZATION TO DEBAR OR SUSPEND VENDOR(S)

P-24.1 Suspension

After consultation with the General Counsel, the Procurement Manager is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity, which might lead to debarment. The suspension shall be for a period not to exceed three (3) months, and the Procurement Manager shall immediately inform the Board and provide notice to the affected person.

P-24.2 Debarment

After reasonable notice and a reasonable opportunity for the suspended person to be heard, the Board shall either debar such person or terminate the suspension. The debarment should be for a period of not more than three (3) years.

P-24.3 Causes for Debarment

The causes for debarment include:

- a. entry of a plea of guilty, no contest, or nolo contendere to or conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- b. entry of a plea of guilty, no contest, or nolo contendere to or conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a contractor;
- c. entry of a plea of guilty, no contest, or nolo contendere to or conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- d. violation of contract provisions, as set forth below, of a character which is regarded by the Board to be so serious as to justify debarment action:
 1. deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 2. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
- e. having been adjudicated guilty of any violation by the State of Florida

Construction Industry Licensing Board within the past twelve (12) month period at the time of bid submittal;

- f. any other cause the Procurement Manager or Board determines to be as serious and compelling as to affect responsibility as a contractor, including debarment by another governmental entity.

P-24.4 Notice of Decision

The Procurement Manager shall issue a written notice to the person of the decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved of his/her rights concerning judicial or administrative review. The written decision shall be mailed or otherwise furnished immediately to the debarred or suspended person.

P-24.5 Appeal of Decision to Debar or Suspend

The debarred or suspended person may appeal the Procurement Manager's decision to the Board within 10 days from the date of the decision. The Board's decision shall be deemed final action by the Consortium.

P-24.6 System for Award Management

All Contractors must be registered in the System for Award Management (SAM). The Consortium shall check SAM to verify that the Contractor has a correct registration and is not debarred.

P-25. INSURANCE REQUIREMENTS

P-25.1 Minimum Requirements.

Contractor shall purchase and maintain such insurance as necessary to protect it from claims under Workers' Compensation laws, disability benefit laws or other similar employee benefit plans; from claims or damages because of bodily injury, occupational sickness or disease or death of its employees and claims insured by usual personal injury liability coverage in amounts as set forth in the ITB, RFP or RFQ.

P-25.2 Certificates of Insurance

Certificates of Insurance naming the Consortium as an additional insured shall be filed with the General Manager prior to the commencement of the work and periodically thereafter upon any renewals during the term of the contract.

P-25.3 Change of Insurance Requirements

The Consortium reserves the right to change the insurance requirements based on the project scope, or when determined in the best interest of the Consortium.

P-26. PAYMENT TO VENDORS

The Procurement Manager shall establish administrative procedures, processes, and forms necessary for the implementation and administration of payments for all contracts entered into

by the Consortium.

SAMPLE REFERENCE CHECK FORM

REFERENCE VERIFICATION

PROCUREMENT/CONTRACT NO.: _____

PROJECT/SERVICE TITLE:

CONSULTING FIRM: _____

REFERENCE

CONTACTED: _____

PROJECT

REFERENCED: _____

QUESTIONS:

1. Please verify the accuracy of the information submitted?
[Proposer's description of completed project/service.]

2. What was the time period that they worked on the project?
Start Date: Completion Date:

3. Did they efficiently and effectively carry out their contractual obligations?

4. Did the final product meet all required criteria?

5. Were any change orders. Specification changes or schedule extensions required to complete the project?

Did you encounter any problems with the Contractor, their Staff or Subs Consultants throughout

AGENDA ITEM 7

**Gulf Consortium Policy Review Committee Meeting
May 31, 2023**

**Agenda Item 7
Public Comments**

Statement of Issue:

The public is invited to provide comments on issues that are not on today's agenda.

Attachments:

None

Prepared by:

**The Balmoral Group
Administration
On: May 31, 2023**

