GREATER MIAMI EXPRESSWAY

PROCUREMENT POLICY

AS AMENDED BY THE GMX BOARD ON SEPTEMBER 27, 2023

Policy #2023-17

GREATER MIAMI EXPRESSWAY

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ARTICLE 1 - GENERAL PROVISIONS

1.1 PURPOSE

It is the policy of the Greater Miami Expressway Agency to follow a fair, transparent, and competitive procurement and contracting process that promotes public trust, efficiency, and local economic growth while obtaining best value.

The Procurement Process relies upon, among other things, the Values and Guiding Principles of Public Procurement, as adopted by the National Institute of Governmental Purchasing (NIGP): *Accountability; Ethics; Impartiality; Professionalism; Service; and Transparency*.

The Procurement Process outlined herein also considers GMX's goal to be an economic engine in the local community by promoting competition and supporting opportunities for the inclusion of small and local businesses within its Procurements and in accordance with its policies.

With those Values and Guiding Principles as basis, the GMX Board adopts this Policy establishing the rules governing Procurement.

1.2 APPLICATION AND EXEMPTIONS OF POLICY

1.2.1 General Application of Policy

This Policy applies only to the Procurement by GMX of Goods and Services, and to the Agreements, Supplemental Agreements, extensions and renewals thereof, solicited or entered into after the effective date of this Policy. This Policy shall apply to expenditures of public funds made under GMX Agreements, regardless of their source. It shall not apply to the sale or other disposal of GMX supplies or other property, whether personal or real.

Nothing in this Policy shall prevent GMX from complying with the terms and conditions of any grant, gift, bequest, loan or cooperative agreement, and to the extent this Policy is inconsistent with any such terms and conditions, such terms and conditions shall take precedence.

1.2.2 Application of Policy to Capital Markets Transactions

Notwithstanding anything in this Policy to the contrary, any Procurement of Services related to a potential capital markets transaction to which GMX may be a party the Executive Director may direct, if he or she deems it to be in the best interests of GMX, that GMX procure such Services in a manner customarily employed by state and other local governmental entities.

Such capital markets transactions include, without limitation, the issuance of bonds or other debt instruments or the entry by GMX into derivative financial arrangements.

The Procurement Department shall ensure that any such alternate means of Procurement is done in a fair and objective manner and in as competitive a manner as is practicable under the circumstances. Services that may be procured by such alternate means include, without limitation, credit enhancement or reserve sureties, official statement printing services, corporate trust services, auction agent services and other similar services.

1.2.3 Exempted Application of Policy

The following items are exempt from the application of the Procurement Policy:

(1) Services provided by institutions of higher learning;

(2) Services provided by non-profit organizations;

(3) Services provided by other governmental entities;

(4) Goods or Services from state sponsored institutions;

(5) Dues and memberships;

(6) Subscriptions;

(7) Food and catering services;

(8) Gasoline

(9) Utilities;

(10) Advertising and media spots;

(11) Copyrighted materials;

(12) Real property purchases, leases and rentals;

(13) Business travel by GMX representatives;

(14) Trainings, conferences, and workshops attended by GMX employees and the GMX Board;

(15) Licenses and permits;

(16) Mediation services;

(17) Expert witness services;

(18) Sponsorships;

(19) Employee benefits not paid by GMX;

(20) Emergency Procurements as defined herein;

(21) Sole Source procurements as defined herein;

(22) Cooperative Purchasing Agreements as defined herein;

(23) One time purchases within a fiscal year below $5,000
(Procurement requirements shall not be artificially divided so as to qualify under this exemption)

1.3 DEFINITIONS OF TERMS

The words defined in this section shall have the meanings set forth below whenever they appear in this Policy, unless the context in which they are used clearly requires a different meaning or unless defined elsewhere in this Policy. Failure to capitalize any defined term in the Policy shall not change the meaning of the defined term when used herein.

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to all include all genders.

Agreement
Any and all types of contract forms, including purchase orders, and all related documents and exhibits therein executed by GMX and a Contractor setting forth the obligations of the parties thereunder including, but not limited to, the performance of the Services and/or delivery of Goods and the basis of payment.

Agency
See "Greater Miami Expressway Agency".

Architectural and Engineering (A&E) Services
Architectural and Engineering Services that are subject to Procurement pursuant to 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act ("CCNA").

Bid
A formal written price offer by a Respondent to GMX to furnish specific Goods and/or Services in response to a Solicitation Document.

Bidder
A Firm submitting a Bid to GMX in responses to a Solicitation Document also referred to herein as Respondent.

Business Day
Monday through Friday, excluding Saturdays, Sundays and Holidays observed by GMX.

Calendar Day
Every day shown on the calendar, including Saturdays, Sundays and Holidays ending and beginning at midnight.

Chief Procurement Officer
The Executive Director serves as the Chief Procurement Officer. The Executive Director may delegate his/her administrative procurement authority to the Procurement Department.

Construction
The process of building, altering, repairing, improving, or demolishing any structure or building, or other improvements of any kind to any real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

Consultants' Competitive Negotiation Act (CCNA):
Section 287.055, Florida Statutes, as amended from time to time.

Contingency Allowance
Funds allocated to an Agreement as part of the award to be used for existing work, anticipated unknown work or unanticipated work. Expenditure of Contingency Allowance shall be subject to written prior approval by the appropriate GMX employee with authority under the relevant Agreement.

Contractor
Any Firm having a Contract with GMX.

Cooperative Procurement
The action taken when two (2) or more entities combine their requirements to obtain the advantages of volume purchases, including administrative savings and other benefits. Cooperative procurement efforts may result in contracts that other entities may "piggyback." Procurement by, or on behalf of, GMX and at least one other public.

Counsel
The GMX General Counsel or the legal counsel contracted by GMX from time to time.

Debarment
After suspension and as then determined by GMX, to prohibit a supplier from submitting offers on future requirements for cause for three (3) years' time. This sanction may also apply if potential supplier is currently debarred by a federal, state, or local government entity. See also: Suspension.

Emergency Procurement
Purchases of Goods and/or Services with no or limited competition to address a threat to public health, safety or welfare or an unforeseen breakdown, damage, destruction or obstruction of machinery, roadway, systems, or any other property owned, operated or used by the Authority, a threatened termination of essential service, the development of a dangerous condition, the development of a circumstance causing curtailment or diminution of an essential service or an opportunity to secure significant financial gain or avoid significant financial loss, through immediate or timely action, as determined in writing by the Executive Director.

Ex Parte Communication
Any oral or written communication relative to a Procurement Process and related Solicitation Documents that occurs outside of an advertised public meeting pursuant to Section 286.011, Florida Statutes or occurs with someone other than the GMX Procurement Department, subject to the exclusions identified in this Policy.

Executive Director
The Executive Director of the Greater Miami Expressway Agency, acting directly or through an authorized representative.

Firm
Any corporation, partnership, individual, partnership, association, sole proprietorship, joint stock company, joint venture, governmental body or any other legal entity.

GMX Board
The collective individual members of GMX appointed to serve on the GMX Governing Board as provided under the Florida Expressway Authority Act, as amended.

Goods
Anything purchased other than Services or real property.

Greater Miami Expressway Agency (GMX)
A body politic and corporate, a public instrumentality and an agency of the State of Florida, existing under Florida Statues Chapter 348, Part I, as amended, acting by and through its Governing Board.

Intermediate Procurement
Individual purchases of Goods and/or Services which original aggregate value is more than $55,000, but does not exceed $200,000.

Invitation to Bid (ITB)
A form of Solicitation Document used in soliciting Bids for the purchase of Goods or Services.

Invitation to Negotiate (ITN)
A competitive negotiation process that is used when GMX deems it in their best interest to negotiate with proposers to achieve "best value." A form of Solicitation Document used in soliciting Firms interested in entering into negotiations with GMX to provide required Goods or Services.

Large Procurement
Individual purchases of Goods and/or Services which original aggregate value is more than $200,000.

Lobbyist
The term "Lobbyist" as used in this Policy shall have the meaning ascribed to it in the GMX Lobbyist Registration Policy.

Minor Irregularity
A variation within a Proposal/Bid which does not affect the price of the Bid, or give the Respondent an advantage or benefit not enjoyed by other Respondents or does not adversely impact the interests of GMX. Such variation is considered a matter of form and not substance. GMX, at its sole and absolute discretion, reserves the right to waive Minor Irregularities.

Micro Purchase
Individual purchases of Goods and/or Services which original aggregate value is less than $5000.

Policy
For the purpose of this document, the Procurement Policy as approved by the GMX Board.

Procurement or Procurement Process
The competitive process followed by GMX pursuant to the requirements and procedures outlined in this Policy to solicit, evaluate, select and award a Contract for Goods and Services. The Procurement Process starts when a Solicitation Document is released and ends when an Agreement is executed.

Proposal
The complete and properly signed written document containing information in response to the requirements of a Solicitation Document.

Proposer
A Firm submitting a Proposal to GMX in response to a Solicitation Document, also referred to herein as Respondent.

Respondent
A Firm submitting a Bid or Proposal to GMX in response to a Solicitation Document, also referred to herein as Bidder or Proposer.

Request for Proposals
A form of Solicitation Document used in soliciting Proposals for Goods and Services.

Request for Qualifications
A form of Solicitation Document used in soliciting information to determine the most qualified Firm(s) for selection purposes, or for the purpose of establishing a prequalified list of providers of potential goods or services. Note that the basis for award shall be detailed in the solicitation document for the purpose of transparency.

Request for Statements of Qualifications
A form of Solicitation Document used in soliciting information to determine the most qualified Firm(s) for the purposes of Shortlisting.

Responsible Bidder/Proposer
A Respondent who, in the sole judgment of GMX has the business judgment, experience, facilities and capability, in respect to fully perform the requirements of the Agreement, and the integrity and reliability that will assure good faith performance. A Respondent that has been Suspended or Debarred by GMX or any federal, State of Florida, Miami-Dade County or Monroe County will not be considered Responsible for the length of the Suspension or Debarment.

Responsive Bidder/Proposer
A Respondent that submits a Bid/Proposal that conforms in all material respects to the requirements of the Solicitation Document.

Services
The furnishing of labor, time, skill, expertise, or effort by a Firm rather than the furnishing of specific Goods.

Shortlisting
The process of evaluating responses from Respondents, based upon criteria set forth in Solicitation Documents, to determine the most qualified Firms in order of ranking or scoring and to then select a certain number of the highest ranked or scored Firms to be invited to submit competitive Proposals/Bids or to participate further in an alternate method of Procurement. As may be allowed by the number of responses, or unless otherwise approved by the GMX Board, when one Firm is to be selected, three (3) Firms or less shall be shortlisted; and when a pool of Firms is to be selected, then two (2) times the amount of Firms in the pool or less shall be shortlisted.

Single Source
Purchases limited to one source because of standardization, warranty, or other factors in accordance with the requirements of this Policy.

Small Purchases
Individual purchases of Goods and/or Services which original aggregate value is more than $5000, but does not exceed $55,000.

Sole Source
Goods or Services for which there is only one source for the required Goods or Services.

Solicitation Documents
All documents, regardless of medium, whether attached to or incorporated by referenced, used to solicit and transmit information required for the preparation and submittal of a Proposal, Bid or other required response to GMX to provide Goods and/or Services. The term Solicitation Documents include, but it is not limited to, the following forms: Invitation to Bid, Request for Statements of Qualification, Request for Proposals, Invitation to Negotiate, Request for Qualifications.

Supplemental Agreement
Any written alteration in the terms or provisions of any Agreement, within the intent of the original Agreement, agreed to and signed by all authorized parties of the Agreement, and approved as to form by the GMX General Counsel.

Suspension
Prohibiting a potential supplier from submitting bids and proposals for a temporary period of not more than three (3) months and excluding a supplier from obtaining any contracts for that same period of time. The period of Suspension shall be used to determine whether or not GMX would proceed with debarment action. The Suspension is at the discretion of GMX for reasons including, but not limited to the likelihood that a potential supplier, violated GMX policies, submitted a fraudulent Proposal/Bid, or the owner is convicted of a crime,

Technical Evaluation Committee
The individuals appointed by the Executive Director that meet the criteria established herein to evaluate all responses from Respondents based upon the requirements of the Solicitation Documents. No GMX Board Member shall serve as an evaluator on the Technical Evaluation Committee or be directly involved in the Procurement Process.

Vendor
An actual or potential supplier of Goods and/or Services who has no Agreement with GMX. The terms "supplier" "contractor" or "potential supplier" may also be used interchangeably, as appropriate.

Vendor Registry:
The compilation by category of Goods and/or Services of names, addresses and/or other identifiers of those Vendors who have indicated an interest in doing business with GMX by registering on the GMX website.

1.4 EFFECTIVENESS AND CONTINUAL REVIEW OF POLICY

This Policy shall become effective as of the date it is approved by the GMX Board. GMX shall review this Policy as necessary, and shall make such recommendations with respect thereto to the GMX Board as it shall see fit.

The GMX Board may in its sole discretion utilize the services, resources, operational procedures, new developments or innovations adopted by other agencies.

1.4.1 Annual Economic Adjustment in the Procurement-Related Dollar Thresholds for this Procurement Policy.

GMX may adjust the procurement-related dollar thresholds for the purpose of providing a prudent, relevant, procurement policy for GMX.

The Economic Adjustment factor and resulting procurement-related thresholds shall be calculated by the Chief Financial Officer and as approved through the Executive Director and proposed along with the Annual Budget and adopted as the Annual Budget is approved by the GMX Board.

1.5 EQUALITY IN CONTRACTING

GMX, in accordance with the Provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e *et. seq*., the Florida Civil Rights Act of 1992, as amended, §760.10 *et. seq.*, Florida. Statute as amended, and other Federal and State discrimination statutes, prohibits discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status. GMX notifies all Respondents and individuals that it requires and encourages equal employment opportunities for minorities and women as employees in the work force.

GMX strongly supports disadvantaged, small, minority and woman owned businesses having full opportunity to submit Bids and Proposals in response to Solicitation Documents issued by GMX and commits that Bidders and Proposers will not be discriminated against on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, marital status, or other protected status.

In addition, GMX has adopted both a Small Business Participation Policy and a Local Business Participation Policy which requires participation in its contracts by certified Small Businesses and Local Businesses as defined in the applicable policy both available on the GMX website.

1.6 POLICY CONFLICTS

It is the intent of GMX that all sections of this Policy shall be interpreted in conformity with the entire Policy generally. In any conflict between sections of this Policy, GMX shall determine the application of the Policy.

ARTICLE 2 - PROCUREMENT ORGANIZATION

2.1 CHIEF PROCUREMENT OFFICER

2.1.1 Designation of authority and scope of the Chief Procurement Officer

Subject to the provisions of this Policy, the Executive Director or his/her designee shall serve as the Chief Procurement Officer for the purchase and contracting of Goods and/or Services for GMX.

The Executive Director shall have the final Authority to:

(1) Approve of the type of Procurement Process to be followed for the solicitation of Good/Services under its purview including, but not limited to method of procurement, evaluation criteria, Small and Local Business participation requirements, stipend and formula to determine amount of stipend, as well as the terms of Agreement inclusive of any incentive/disincentive;

(2) Approve advertisements for Procurements subject to Board approved budget allocation;

(3) Appoint Technical Evaluation Committee Members;

(4) Cancel the procurement solicitation in the best interest of the GMX,

(5) Determine bid/proposals responsive and bidders/proposers responsible, subject to the Procurement Department's compliance review and as recommended by GMX Legal Counsel.

(6) Rescission of contract awards not exceeding the Large Procurement dollar threshold,

(7) Make awards pursuant to the Procurement Policy as defined herein.

(8) Recommend Suspension, Debarment, and reinstatement of Respondents and Contractors to the GMX Board.

2.1.2 Delegation of Authority by the Executive Director

Management responsibility for the procurement of goods and services is hereby delegated to the Executive Director via the Procurement Department who shall be the primary Procurement Office of the Agency.

The Executive Director shall also be designated as the Chief Procurement Officer of the Agency and shall be able to approve contract awards within its authority. The Executive Director may appoint additional staff members as Procurement Agents, thereby granting them the authority to conduct purchases for the Agency. The Procurement Department shall be required to establish written procedures, as needed, for the operation of the Procurement Policy. The Executive Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of the Procurement Department.

The Executive Director may delegate his/her authority regarding Procurement in writing, and it shall be maintained on file with the head of the Finance Department.

2.1.3 Delegation of Authority to the Procurement Department

The Executive Director may delegate procurement administrative authority to the Procurement Department, including, without limitation, the following areas:

(1) Authorize changes to the solicitation including the response due date, prior to the response due date;

(2) Approve the posting of procurement opportunities if the budget for those opportunities was previously approved by the GMX Board;

(3) Administer the central procurement and contracting system of GMX;

(4) Determine conditions and procedures for delegations of administrative procurement authority;

(5) Determine the conditions and procedures for the use of methods of procurement authorized by this Policy, including Sole Source and Emergency Procurements;

(6) Determine prequalification procedures and processes for compliance;

(7) Recommend Suspension, Debarment, and reinstatement of Respondents and Contractors to the Executive Director, subject to the Procurement Department's compliance review and as recommended by GMX Legal Counsel;

(8) Determine and recommend Responsiveness of Proposals/Bids through performance of compliance review and remedy and thus waive Minor Irregularities.

(9) Establish and administer, within the Procurement Department, procedures to maintain confidentiality of technical data and trade secrets submitted by actual or potential Respondents, as recommended by the GMX Legal Counsel and pursuant to applicable laws;

(10) Award and establish contracts pursuant to the applicable approval authority;

(11) Determine definitions and classes of services and procedures for acquiring them;

(12) Determine the methods for conducting price indexing, evaluation, and analysis;

(13) Determine the use and amount of bid, payment and performance bonds, and other securities in connection with all Solicitation Documents and Agreements, in accordance with applicable laws;

(14) Develop guidelines for use of cost principles in negotiations and adjustments;

(15) Reject Bids or Proposals due to late submittal;

(16) Negotiate the best terms and conditions for any Procurement where only one (1) Responsive Bid or Proposal is received, or when a Request to Negotiate is determined to be the best sourcing methodology

(17) Provide for the establishment and promulgation of the internal procedures of Procurement and Contract Administration for GMX. These internal procedures shall be provided within a Procurement Procedures Manual. Said document shall be reviewed and approved by the Executive Director and may be amended periodically, as needed. Such procedures and processes shall be in compliance with this Policy, and shall not conflict with this Policy.

(18) Standardize, to the extent possible, terms and conditions and contract clauses of all Solicitation Documents, as recommended by the GMX Legal Counsel and pursuant to applicable laws; and

(19) Maintain a Vendor Registry.

2.2 GMX BOARD

2.2.1 Authority of GMX Board

The GMX Board shall review and take action related to a Large Procurement to include, without limitation, the following:

(1) Award, renewal, or extension of Agreements pursuant to Article 8;

(2) Approval of Supplemental Agreements pursuant to Article 8 herein;

(3) Rescission of contract awards;

(4) Approval of results of negotiations; and

(5) Approval of assignment of Agreements.

For Large Procurements not previously approved in the budget: The GMX Board shall make final decisions on the following actions for Large Procurements:

(1) Approval of Supplemental Agreements, pursuant to Article 8 herein;

(2) Extension of Agreements pursuant to Article 8 herein;

2.3 TECHNICAL EVALUATION COMMITTEE

2.3.1 Designation of the Technical Evaluation Committee

Members of the Technical Evaluation Committee shall be appointed by the Executive Director for all relevant Large Procurements, and by the Procurement Department for all relevant Intermediate Procurements. A minimum of three (3) persons shall be appointed to serve on the Technical Evaluation Committee.

The criteria for designation as a Technical Evaluation Committee member shall include:

(1) Relevant industry experience;

(2) Knowledge of the needs of GMX as it relates to the Services to be evaluated; and

(3) No conflicts of interest.

2.3.2 Duties of the Technical Evaluation Committee

The Technical Evaluation Committee shall ensure that an authorized representative of the Procurement Department is present at all Technical Evaluation Committee meetings and governs the proceedings of the meetings.

The Technical Evaluation Committee is tasked with the review, evaluation, scoring, and ranking of Proposals and/or oral presentation or interviews required in response to a Solicitation Document. The Technical Evaluation Committee shall make recommendations to the Executive Director regarding Shortlisting and/or final selection.

All business of the Technical Evaluation Committee is subject to Section 286.011, Florida Statutes. Therefore, a public meeting of the Technical Evaluation Committee shall be held and audio recorded to discuss and score the Proposals.

2.3.3 Absence of Technical Evaluation Committee Members

In the event a Technical Evaluation Committee consists of three (3) members, and a Technical Evaluation Committee member is unable to attend a Technical Evaluation Committee meeting, he or she shall be required to review the recording of that meeting or the written minutes (if a recording is not available) prior to the submission of his or her scores or ranking to the Procurement Department. Failure to do so shall mean exclusion of the Technical Evaluation Committee member's scores or ranking.

In the event the Technical Evaluation Committee consists of more than three (3) members, and a Technical Evaluation Committee member is unable to attend a Technical Evaluation Committee meeting, he/she shall not submit scoring or rankings to the Procurement Department, and any prior scoring or ranking of the Proposals by that member shall be excluded.

For the purpose of this provision, attendance constitutes participation in person, via video conference, or via telephone.

2.3.4 Certifications by Technical Evaluation Committee Members

All members of Technical Evaluation Committees shall certify prior to any evaluation of responses that, among other things, the particular member has not had and will not have improper communications with the Respondents or other members of the Technical Evaluation Committee, and has no conflict of interest with any of the Respondents or the Procurement Process.

2.4 SCORING METHODOLOGY

Evaluators shall score based on the following methodology in evaluating Respondent's Proposals and oral presentations/interviews:

- **100 - 90 Outstanding** - The Firm exemplifies superior and/or exceptional characteristics in the evaluation criteria categories.

- **89 - 80 Excellent -** The Firm illustrates extremely strong, but not exceptional, characteristics in the evaluation criteria categories. The evaluator may have a reservation, but there are enough redeeming features to compensate for, or outweigh, the reservation.

- **79 - 70 Good -** The Firm demonstrates competitive average characteristics in most of the evaluation criteria, but may be particularly strong in one or more areas.

- **69 - Below - Below Average/Poor -** The Firm has serious deficiencies when compared to most of the evaluation criteria. In addition, several of the evaluation criteria may not be addressed or may be missing.

No contract may be awarded to a Respondent whose final score for selection purposes is less than eighty (80) points or its equivalent based on the above scoring methodology.

2.5 NOTIFICATION OF PROCUREMENTS

2.5.1 Advance Notification

The Procurement Department shall post on the GMX website a six (6) month outlook of upcoming Procurements.

2.5.2 Advertisement of Procurements

2.5.2.1 Large Procurements

Notices of the release of all Large Procurements shall be advertised by GMX in compliance with applicable laws, unless exempted by applicable law and this Policy (e.g. Emergency Procurements, Sole Source Procurements, Single Source Procurements, Small Purchases and Intermediate Procurements). Such notices shall, at a minimum, be advertised on the GMX website and shall provide adequate public notice in compliance with applicable laws. Notices shall also appear in such other publications as may be determined by the Procurement Department.

2.5.2.2 Intermediate Procurements

Notices of the release of all Intermediate Procurements is limited to the GMX Vendor's Registry and the GMX website.

2.6 REPORTS

The Procurement Department will provide informational report(s) to the GMX Board as follows:

2.6.1 Supplemental Agreement Report:

This report shall include a list of all Supplemental Agreements approved the previous period with the relevant Procurement/Contract number and any project number, the amount of the Supplemental Agreement and the cumulative amount of all approved Supplemental Agreements for the Agreement to date. The report should also include any value added to the Agreement by the Supplemental Agreement.

2.6.2 Intermediate Procurement Report:

All the Intermediate Procurements conducted the previous period.

2.6.3 Current Solicitation Report:

All on-going Large Procurements clearly stating that all listed Procurements are under the Cone of Silence.

2.6.4 Cancellation Report:

All Agreements cancelled by the Executive Director in the previous period.

2.6.5 Executed Contracts Report:

This report shall include a list of all approved executed contracts with the relevant Procurement/Contract number and any project number, and the amount of the approved contract.

2.6.6 Active Contract Report

A list of all active contracts by firm with the relevant Procurement/Contract number and any project number, and including the execution date, the expiration date, the Contract Amount, and the total amount paid to date.

2.6.7 Conflict of Interest Report

In order for Board members to determine if a Conflict of Interest exists, all procurement action items on the Board agenda must include a List of Respondents showing the Principals of the firms in order for Board Members to determine their ability to vote on an agenda item.

2.7 RETENTION OF PROCUREMENT RECORDS

All Procurement records are subject to Chapter 119, Florida Statutes and shall be retained, made available and disposed of in accordance with the requirements of the Florida Public Records Law. All Proposals and Bids and related documents submitted to GMX in response to Solicitation Documents are considered Procurement records.

ARTICLE 3 - TYPES OF PROCUREMENT

3.1. MICRO PURCHASES

3.1.1 Threshold

Individual purchases of Goods and/or Services which original aggregate value is less than $5000.

Procurement requirements shall not be artificially divided so as to constitute a Micro Purchase under this Article. The same Vendor cannot be used more than once in a fiscal year to constitute a Micro Purchase.

3.1.2 Approval Authority

Micro Purchases shall be authorized by the Procurement Department, subject to Board approved budget allocation.

3.1.3 Competitive Process

The requesting department or the Procurement Department, must obtain one (1) written or properly documented oral quotation. Reasonable efforts shall be made, whenever possible, to obtain quotes from the Firms included in the Vendor List.

3.2 SMALL PURCHASES

3.2.1 Threshold

Individual purchases of Goods and/or Services which original aggregate value is more than $5000, but does not exceed $55,000.

Procurement requirements shall not be artificially divided so as to constitute a Small Purchase under this Article.

3.2.2 Approval Authority

Small Purchases shall be authorized by the Procurement Department, subject to Board approved budget allocation.

3.2.3 Competitive Process

The requesting department or the Procurement Department, must obtain three (3) written or properly documented oral quotations. If after reasonable effort, only one source provides a Responsive quotation, then award may be made to the Responsive source. Reasonable efforts shall be made, whenever possible, to obtain quotes from the Firms included in the Vendor List.

3.3 INTERMEDIATE PROCUREMENTS

3.3.1 Threshold

Individual purchases of Goods and/or Services which original aggregate value is more than $55,000, but does not exceed $200,000. For A&E Services, including Design/Build Services, the threshold shall comply with Section 287.055, Florida Statutes.

Procurement requirements shall not be artificially divided so as to constitute an Intermediate Procurement under this section.

Notwithstanding the other requirements set out herein, the Procurement Department is authorized to establish a reasonable competitive methodology, criteria or system to determine the pool of vendors to participate in an Intermediate Procurement. However, such pool shall contain a minimum of three (3) vendors.

3.3.2 Approval Authority

Intermediate Procurements shall be authorized by the Executive Director, subject to Board approved budget allocation.

3.3.3 Competitive Process

A competitive Procurement Process must be followed in accordance with the provisions herein. If only one (1) Responsive Bid or Proposal is received, the Procurement Department may negotiate the best terms, conditions, and price.

Advertisement of Intermediate Procurements is limited to the GMX Vendors List and the GMX website.

3.4 LARGE PROCUREMENTS

3.4.1 Threshold

Individual purchases of Goods and/or Services which original aggregate value is more than $200,000.

3.4.2 Approval Authority

Large Procurements shall be authorized by the Executive Director subject to Board approved budget allocation.

3.4.3 Competitive Process

A competitive Procurement Process must be followed in accordance with the provisions herein. If only one (1) Responsive Bid or Proposal is received, the Procurement Department may negotiate the best terms, conditions, and price.

ARTICLE 4 - METHODS OF PROCUREMENT

All Agreements for Goods or Services shall be competitively awarded in accordance with the provisions of this Article, except where otherwise allowed. An Agreement is competitively awarded when the Agreement is awarded based on the submission of sealed Bids or Proposal in response to a Solicitation Document.

Agreements for A&E Services, including Design-Build Services, shall be competitively awarded in accordance with this Article and the provisions of Section 287.055, Florida Statutes, known as the Consultants' Competitive Negotiation Act (CCNA). Any conflicts between the requirements of the Policy and the provisions of Section 287.055, Florida Statutes, the provisions of Section 287.055, Florida Statutes shall prevail.

Agreements for Construction Services shall be competitively awarded in accordance with this Article. Where applicable, the award of Agreements for Construction Services shall comply with the provisions of Section 255.20, Florida Statutes.

GMX may utilize any one of the following methods of procurement to award an Agreement for Goods and/or Services. GMX may utilize various types of Solicitation Documents and processes when selecting a Contractor based on any one of the procurement methods listed below.

GMX may use a multi-step Procurement Process when considered practical and advantageous to GMX. A Solicitation Document may be issued requesting the submission of unpriced offers to be followed by a second Solicitation Document limited to those Respondents whose offers have been qualified under the criteria set forth in the first Solicitation Document. This method may be used to pre-qualify Respondents and/or as a means of Shortlisting.

In addition to GMX Contract Performance Evaluations of Contractors, GMX may consider the past performance evaluations of other governmental agencies in evaluating Proposals/Bids in response to Solicitations Documents.

Nothing in this Policy prohibits GMX from utilizing other methods of procurements not listed herein as long as such other methods conform to the intent, guiding values and principles of this Policy, and have been approved by the GMX Board.

4.1 COMPETITIVE SEALED BIDDING (LOW BID) PROCUREMENT

GMX may award an Agreement based solely on the lowest Responsive and Responsible Bid received. GMX may establish prerequisite criteria required to qualify Bidders in order to consider its Bid. This may be accomplished within the same Solicitation Document, or through a multi-step bidding process. At GMX's sole discretion, GMX reserves the right to negotiate with the lowest Responsive and Responsible Bidder to mitigate GMX's risks within a Bid. Commonly an Invitation to Bid is used to solicit Bids.

4.2 QUALIFICATIONS/EXPERIENCE PROCUREMENT

GMX may award an Agreement to the most qualified and experienced Firm based on the evaluation of a written Proposal and/or oral presentation/interview. This method of procurement does not take into consideration factors such as price or time. Commonly a Request for Qualifications or a Request for Proposals is used to solicit Proposals.

4.3 OVERALL BEST VALUE PROCUREMENT (COMPETITIVE PROPOSALS)

GMX may award an Agreement to the Firm determined to provide GMX with an overall best value based on the evaluation of various factors including, but not limited to, qualifications, experience, technical capabilities, approach and innovation, price, and completion time. Commonly a Request for Proposals is used to solicit Proposals.

4.4 COMPETITIVE NEGOTIATION PROCUREMENT

GMX may award an Agreement to a Firm, that after negotiations with GMX, proposes the best value, and as such best meets or exceeds the requirements of the Solicitation Document and provides a reasonable cost/price as determined by the Procurement Department. Commonly an Invitation to Negotiate is used to solicit Proposals. This method may be used in the event another competitive procurement method has failed to yield an achievable contract, and time is of the essence.

4.5 SINGLE SOURCE PROCUREMENT

GMX may award an Agreement for Goods or Services, including information technology, with limited competition, and with concurrence by the Executive Director. The concurrence is subject to the Procurement Department determination in writing that the Goods or Services must be a certain type, brand, make or manufacture (proprietary). Such determination shall take into account factors such as, but not limited to compatibility, cost, life cycle, long and short term requirements, and any other factors relevant to the specific Goods and Services.

Limited competition may also be warranted for Goods and Services that must be obtained from the original equipment manufacturer, manufacturer's representative or a distributor authorized by the original equipment manufacturer because of the criticality of the item or compatibility within the GMX system (original equipment manufacturer).

4.6 SOLE SOURCE PROCUREMENT

GMX may award an Agreement without competition when the Executive Director concurs (subject to the Procurement Department determination in writing) that:

- There is only one justifiable source for the required Goods or Services; or
- A service is a follow-up of Services that may only be done efficiently and effectively by the Firm that previously rendered the initial Services to GMX; or
- The Goods or Services fall under the provisions of section 4.5 above.

The Agreement must follow the appropriate approval procedures pursuant to the requirements of this Policy.

4.7 COOPERATIVE PURCHASING AND PIGGY-BACKING

GMX may participate in cooperative purchasing processes and/or contracts with other governmental agencies or public purchasing cooperative organizations.

GMX may utilize a contract entered into between another governmental entity and a provider of Goods or Services sought by GMX, if the Procurement Department determines in writing that it is practicable and advantageous for GMX to employ this alternative method of cooperative purchasing (piggybacking). If such other governmental contract is utilized, the public notice requirements and/or the need to utilize the selection processes found in this Policy are obviated. However, the Procurement Department must ensure that the underlining intent of this Policy was applied by the other governmental entity whose contract GMX wishes to utilize.

A separate Agreement must be executed by GMX and the particular provider. This separate Agreement will then incorporate by reference the other governmental contract. The Agreement must follow the appropriate approval procedures pursuant to the requirements of this Policy.

No separate contractual agreement is required between GMX and the governmental agency from whose contract GMX piggybacks.

If, in the best interest of the GMX, the Procurement Department shall include provisions for cooperative procurement or piggybacking for other public entities on a solicitation by solicitation basis. In no event shall the GMX be responsible for the obligations, financial or otherwise, of another public entity using cooperative purchasing. This is subject to the particular provider agreeing to enter into such separate contract with the other governmental entity which references the GMX contract.
Other governmental contracts that GMX may utilize include, but are not limited to, contracts of the State of Florida, General Services Administration, and other governmental entities, counties and municipalities within and outside of the State of Florida.

4.8 EMERGENCY PROCUREMENT

Emergency Procurement(s) are declared in writing by the Executive Director. Emergency Procurement(s) shall be made with such competition as is practicable under the circumstances.

The Executive Director shall furnish a copy of the written determination and any other documents relating to the emergency action to the Procurement Department. A copy of the written determination shall also be furnished to the Chief Financial Officer with the voucher authorizing payment.

Use of this provision may be justified when all Bids/Proposals submitted under a competitive Procurement Process are either unreasonable or non-Responsive, and there is no time to resolicit Bids/Proposal without avoiding Emergency conditions.

ARTICLE 5 – SOLICITATION DOCUMENTS

5.1 MAXIMUM PRACTICAL COMPETITION

All specifications and Solicitation Documents, whether prepared by GMX employees or Contractors, shall seek to promote overall economy for the purpose intended and encourage competition in satisfying GMX's needs, and shall not be unduly restrictive.

5.2 GENERAL GUIDELINES FOR THE CONTENTS OF SOLICITATION DOCUMENTS

Nothing in this Policy prohibits GMX from utilizing other forms of Solicitation Documents not listed herein as long as such other forms conform to the intent of this Policy and have been approved by the GMX Board.

All Solicitation Documents shall include the following basic information:

- GMX Procurement/Contract number;
- Brief description of the Goods and/or Services being solicited;
- Bid/Proposal delivery requirements;
- Bid/Proposal submittal/opening date & time;
- Notification of any pre-bid/pre-proposal conference and attendance requirements;
- Prerequisite criteria, as applicable.

In addition to the above information, each type of Solicitation Document shall include and be structured as follows:

5.2.1 Invitation to Bid (ITB)

(1) ***Instructions to Bidders.*** The Invitation to Bid shall present general information applicable to the bidding and award process and any specific instructions or requirements applicable to the particular Invitation to Bid. The Invitation to Bid shall set forth the criteria and method by which all Bids shall be evaluated.

(2) ***Form of Bid.*** The Invitation to Bid shall set forth the prescribed form that all Bidders shall use to record and submit their Bids and any other Bidder forms prescribed by this Policy.

(3) ***Contract Terms and Conditions.*** The Invitation to Bid shall set forth substantially the content and the legal framework of the Agreement between GMX and the Contractor.

(4) ***Standard Forms.*** The Invitation to Bid shall set forth the forms the Contractor shall use in fulfilling the administrative requirements of the Agreement.

(5) ***Purchase Description.*** The Invitation to Bid shall set forth the Specifications and other technical requirements for the desired Goods, Services, or Construction.

(6) ***Public Notice.*** This shall be conducted in accordance with section 2.5 herein.

(7) ***Bid Opening.*** Bids shall be opened publicly in the presence of the Procurement Department, and one or more witnesses at the time and place designated in the Invitation to Bid. The amount of each Bid, and such other relevant information as may be specified by the Invitation to Bid, together with the name of each Bidder, shall be read aloud, recorded and posted to the GMX website.

(8) ***Evaluation.*** The Procurement Department shall review and evaluate Bids received in accordance with the criteria set forth in the Invitation to Bid. The Procurement Department may conduct discussions with any Bidder for the sole purpose of clarifying the contents of its Bid.

(9) ***Bid Acceptance and Bid Evaluation.*** Bids shall be received without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid. Criteria that will affect the Bid price and be considered in evaluation for award shall be objectively measurable. The Invitation to Bid shall set forth the evaluation criteria to be used. No criteria may be used in the evaluation of the Bid that have not been set forth in the Invitation to Bid. Late Bids or amendment to Bids after submission shall not be accepted under any circumstances, regardless of cause.

(10) ***Bid Rejection.*** GMX reserves the right, in its sole and absolute discretion, to reject all or any part of a Bid or to waive Minor Irregularities. GMX also reserves the right to reject all Bids and to rebid the project or elect not to proceed with the project.

(11) ***Rejection of Exceptions to Requirements; Withdrawal of Bids*.** GMX reserves the right to reject any exceptions to the requirements set forth in the Invitation to Bid contained in the Bids. In such event, GMX will notify the Bidder of its rejection of such exceptions and allow the Bidder to withdraw the Bid or to continue to be considered with the understanding that the exceptions are rejected.

(12) ***Correction or Withdrawal of Bids; Cancellation of Awards.*** The Invitation to Bid shall govern any correction or withdrawal of inadvertently erroneous Bids before or after award, or cancellation of awards or Agreements based on such Bid mistakes. After Bid opening no changes in Bid prices or other provision of Bids prejudicial to the interest of GMX or fair competition shall be permitted.
Except as otherwise provided in the Invitation to Bid all decisions to permit the correction or withdrawal of Bids, or to cancel awards or Agreements based on Bid mistakes, shall be supported by a written determination made by the Executive Director with the concurrence of the Procurement Department, and the GMX Legal Counsel.

GMX recognizes that a Bidder has no right, as a matter of law, to correct or withdraw a Bid once a Bid has been opened. GMX realizes, however, that certain circumstances may justify correction or withdrawal of a Bid on a case-by-case basis.

The Procurement Department shall have the authority to document minor changes to clarify the bid prior to the award of a contract.

(13) ***Contract to be Awarded.*** If the contract is to be awarded based on price, the contract must be awarded to the lowest qualified, Responsible and Responsive Bidder in accordance with the terms of the Invitation to Bid. Nothing in this subsection shall restrict the rights of GMX to reject the low Bid of a nonqualified or non-Responsible or no-Responsive Bidder.

GMX specifically reserves the right to take the Bidder's past performance with GMX (and others) into consideration as one of the criteria used in determining whether the Bidder and the Bid are Responsive, Responsible and qualified, and most advantageous to GMX.

(14) ***Tie Bids***. Unless otherwise specified in the Invitation to Bid, if a tie occurs, then each of the tying Bidders shall have the opportunity to submit a best and final Bid. The ccontract shall then be awarded to the tying Bidder on the basis of lowest best and final Bid.

(15) ***Award.*** The GMX Board shall award the contract with reasonable promptness by written notice to the successful Bidder whose Bid best meets or exceeds the requirements and criteria set forth in the Invitation to Bid.

(16) **Multiple Award:** Multiple or split awards may be made if in the best interest of GMX and provided for in the Invitation to Bid

5.2.2 Request for Proposals (RFP) & Request for Qualifications (RFQ)

(1) ***General Information.*** The RFP/RFQ shall set forth a brief statement of the purpose of the solicitation and general, background information that may be helpful to the Proposer in preparing its Proposal.

(2) ***Scope of Services/Scope of Work.*** The RFP/RFQ shall set forth a detailed description of the Goods and/or Services desired.

(3) ***Minimum Requirements of Proposers.*** The RFP/RFQ shall set forth the requirements a Proposer must satisfy in order to have its Proposal considered, including the required form of Proposal.

(4) ***Selection Criteria.*** The RFP/RFQ shall contain the criteria and method by which all Proposals shall be evaluated.

(5) ***Sample Agreement.*** The RFP/RFQ shall set forth a form of Agreement for the engagement reflecting the terms and conditions acceptable to GMX for the particular solicitation.

(6) ***Public Notice.*** This shall be done in accordance with section 2.5.

(7) ***Receipt of Proposals.*** Upon receipt of a proposal, the Procurement Department shall stamp the Proposal with the date and time received. The Procurement Department shall prepare a list of all Proposals received. Late Proposals shall not be accepted under any circumstances, regardless of cause.

(8) ***Evaluation.*** The Technical Evaluation Committee shall review and evaluate Proposals received in accordance with the criteria set forth in the RFP/RFQ. If contemplated in the RFP/RFQ, evaluation of the Proposals may include oral presentations and/or interviews before the Technical Evaluation Committee.

(9) ***Ranking of Proposals*.** Unless otherwise set forth in the RFP/RFQ, the product of the evaluation process shall be a list of qualified Proposers in rank order with the first Proposer listed being the Proposer judged most qualified to provide the required Goods or Services and the last Proposer listed being the Proposer judged least qualified to provide the required Goods or Services.

(10) ***Tie Rankings***. When Proposers are tied for most qualified, these Proposers shall be further ranked in accordance with procedures set out in the RFP/RFQ.

(11) ***Award*.** The Technical Evaluation Committee shall provide its recommendation for award to the Procurement Department who, if they and the GMX legal counsel concur, shall provide its recommendation to the Executive Director. The Executive Director if he/she concurs with the recommendation, shall provide the official recommendation to the GMX Board. The award shall be made by the GMX Board in accordance with this Policy and all applicable laws.

(12) ***Multiple Awards***. Multiple or split awards may be made if in the best interest of the GMX and provided for in the RFP/RFQ.

(13) ***Negotiation of Agreement*.** If negotiations of an Agreement are required, with the assistance of Counsel, the Procurement Department, or any person designated by the Executive Director, shall negotiate fair and reasonable compensation and other contract terms with the most qualified Proposer. If compensation and other contract terms cannot be agreed upon with the most qualified Proposer, then negotiations will be formally terminated with the selected Proposer. If one or more other Proposers are determined to be qualified, negotiations may be conducted with such other Proposers, in the order of their respective ranking.

(14) **Contract Execution.** The final form of the Agreement shall be presented to the Executive Director for contract execution.

5.2.3 Invitation to Negotiate (ITN)

(1) ***General Information.*** The Invitation to Negotiate shall set forth a brief statement of the purpose of the solicitation and general, background information that may be helpful to the Firm in preparing its response.

(2) ***Scope of Services/Scope of Work.*** If GMX is not capable of accurately and completely defining the Scope of Services for a project, i.e., because of rapidly changing technology or because the Goods and/or Services may be provided acceptably in several different ways, the scope of services may be negotiable as part of the evaluation/selection process.

(3) ***Minimum Requirements.*** The Invitation to Negotiate shall set forth the requirements a Firm must satisfy in order to have its response considered, including the required form.

(4) ***Selection Criteria.*** The Invitation to Negotiate shall contain the criteria and method by which responses shall be evaluated. The Technical Evaluation Committee will timely evaluate the responses with the intention of selecting qualified Proposers to participate in the negotiations with GMX.

(5) ***Sample Contract.*** The Invitation to Negotiate may set forth a form contract in substantial form for the engagement.

(6) ***Public Notice.*** This shall be done in accordance with section 2.5.

(7) ***Evaluation.*** The Technical Evaluation Committee shall review and evaluate the responses received in accordance with the criteria set forth in the Invitation to Negotiate.

(8) ***Negotiation.*** The Procurement Department shall negotiate the specific terms, the fair and reasonable compensation, the method of delivery, and other contract terms with the most qualified Respondent(s). GMX will undertake negotiations until the most qualified Firm is selected and an acceptable contract price is established.

(9) ***Award.*** The Technical Evaluation Committee shall provide its recommendation for award to the Procurement Department who, if they and the GMX legal counsel concur, shall provide its recommendation to the Executive Director. If the Executive Director concurs with the recommendation, he/she shall provide the official recommendation to the GMX Board. The award shall be made by the GMX Board in accordance with this Policy and all applicable laws.

ARTICLE 6 - OTHER REQUIREMENTS OF THE PROCUREMENT PROCESS

6.1 REQUEST FOR INFORMATION (RFI)

At the discretion of Procurement Department, a Request for Information (RFI) may be issued prior to the issuance of a Solicitation Document. A Request for Information is primarily used to gather basic information and input from the relevant industry for the purpose of developing strategy, building a database, obtaining comments, feedback and reactions from a broad base of potential suppliers. This information is later used to prepare the subsequent formal Solicitation Document. Additionally, such feedback may also be used to identify best practices and industry standards.

The Request for Information shall include the same basic information required for all Solicitation Documents as outlined in section 5.2 herein, and shall be advertised in accordance with the provisions of section 2.5 herein.

Submittal of price is not required in the response to an RFI and no award is made as the result of issuance of a Request for Information.

6.2 CANCELLATION OF PROCUREMENT PROCESS

The Executive Director may cancel any Procurement Process at any time. The Executive Director may also reject any or all Bids or Proposals in whole or in part at any time. The Procurement Department shall document the cancellation, notify the respondents and post the status on the GMX website. The decision to cancel a Procurement Process shall not be the basis for a protest pursuant to this Policy.

6.3 PRE-SPECIFICATION, PRE-BID, PRE-PROPOSAL CONFERENCES AND SITE VISITS

The Procurement Department shall determine whether pre-specification, pre-bid and pre-proposal conferences shall be utilized for a particular Procurement Process. Site visits or similar inspections of site or equipment may be part of, or in addition to, the pre-specification, pre-bid or pre-proposal conference. Attendance at pre-bid and pre-proposal conferences and site visits may be optional or may be a requirement for consideration of any Bid or Proposal.

6.4 RESPONSIVE/RESPONSIBLE DETERMINATIONS

The Procurement Department with the concurrence of GMX Legal Counsel, will recommend to the Executive Director whether or not a Respondent is Responsive and Responsible though the compliance review of the Proposals/Bids. If a non-Responsive and/or non-Responsible finding is made by the Procurement Department, a written explanation of such non-Responsive and/or non-Responsible finding shall be presented to the Executive Director for the final determination.

6.5 WAIVER OF MINOR IRREGULARITIES

GMX reserves the right to waive any Minor Irregularities contained in a Proposal or Bid submitted to GMX in response to any Procurement Process. Such decisions shall consider the effect of such waivers on the competitive aspects of the Procurement Process, and whether or not the waiver omits or alters the material provisions of the Solicitation Document. Such waiver must consider the honest exercise of discretion, and shall not be granted arbitrarily or capriciously, and shall not provide a competitive advantage to a Respondent. Minor Irregularities shall be determined and resolved by the Procurement Department in performance of his/her compliance review of submitted Proposals/Bids.

6.6 CONTRACT AWARD

Regardless of the Method of Procurement utilized to procure for the Goods/Services, GMX shall award an Agreement to a Respondent that has been deemed Responsible, Responsive, and qualified pursuant to the requirements of the Solicitation Documents and this Policy.

6.7 DEBRIEFINGS

At the conclusion of the Cone of Silence, Respondents are eligible to participate in a debriefing by GMX, upon request to and approval by the Procurement Department. Respondents shall not contact evaluators for a debriefing but shall make all requests to the Procurement Department. The procedures governing debriefings shall be published with the solicitation documents.

6.8 CONE OF SILENCE

This Policy strictly prohibits any communication between a Respondent or protestant (or its employees, agents, representatives, or Lobbyist) and GMX (its members, employees, agents, Counsel, or representatives) related to any aspect of the Procurement Process and/or related Solicitation Documents during the Cone of Silence.

The Cone of Silence extends from the date the Solicitation Document is released through either the execution of the Agreement or through the conclusion of the GMX Protest procedure as outlined in Section 7.3 hereof of a Protest properly filed by a Respondent, whichever happens last.

6.8.1 Exclusions to Communications During the Cone of Silence

This requirement shall not prohibit:

(1) Communications at meetings called or requested by GMX and attended by Respondents for the purpose of discussing the Solicitation Documents/Procurement Process including, but not limited to, the pre-proposal conference, site visits to GMX's or Respondents' facilities, as applicable, and the Technical Evaluation Committee meeting. Such authorized meetings shall be limited to topics specified by GMX.

(2) Communications between the Respondent and the Procurement Department and/or the GMX Legal Counsel.

(3) Communications authorized by the Solicitation Documents between the Respondent and a designated GMX representative.

(4) The addressing of the GMX Board at public meetings.

(5) The filing and administration of a Protest pursuant to Article 7. Protest proceedings shall be limited to open public meetings, with no Ex Parte Communications outside those meetings.

(6) Communications between Contractors and GMX representatives in accordance with the requirements of any administrative remedies process;

6.8.2 Violations of the Cone of Silence

6.8.2.1 Violation by Respondent

Shall a Respondent be found to be in violation of this provision, at the discretion of GMX, GMX may exercise any and all of the following:

(a) Disqualification of the violator from the Procurement Process;

(b) Voidance of any contract award to or Agreement with the violator; and/or

(c) Suspension of the violator from future work with GMX.

6.8.2.2 Violation by Employee

Violation of this provision by an GMX employee shall, at the discretion of the Executive Director, be grounds for disciplinary action up to and including termination.

6.8.2.3 Violation by Board Member

Should a Board Member be found in violation of this provision, the violating Board Member must immediately abstain from voting on any matter related to the affected Procurement Process.

6.8.2.4 Violation by Contractor

Violations of this provision by a Contractor shall be considered a breach of their Agreement with GMX and such violation shall be subject to any and all penalties allowed for in the relevant Agreement including termination.

6.9 LOBBYIST REGISTRATION

All Respondents are required to comply with the GMX Lobbyist Registration Policy. It is the responsibility of the Respondents to become familiar with the GMX Lobbyist Registration Policy, as may be amended from time to time, and ensure compliance of its requirements by all parties relevant to the Respondent.

Lobbying activities relating to a Procurement Process during the Cone of Silence are strictly prohibited. Such Lobbying activities, as defined in the GMX Lobbyist Registration Policy, performed by the Respondent or its representatives during the Cone of Silence, shall result in the determination that the Respondent is non-Responsive in addition to any other penalty allowed for in the GMX Lobbyist Registration Policy.

If a Procurement Process is conducted pursuant to the Consultants' Competitive Negotiation Act ("CCNA"), contingent fees are prohibited (see Section 287.055(6), Florida Statutes).

ARTICLE 7 – PROTEST RIGHTS

Appeals relating to matters of a Large Procurement (a "Protest") must be filed in the manner described herein. Appeals relating to matters of a Small Purchase or an Intermediate Procurement shall not be subject to the procedures outlined herein.

Respondents may appeal a final decision made by GMX regarding specifications or an award. Such appeals shall be submitted in writing by the respondent to the Procurement Department and a copy must be filed with the Secretary of the GMX Board.

In concert with the GMX legal representative, the Procurement Department shall review the appeal along with the Executive Director. The Executive Director shall make the final decision. The Procurement Department shall provide the respondent with the final decision.

7.1 TIMING TO FILE PROTEST

Protests must be filed within the following timeframe in order to be considered by GMX. Failure to comply with the following timing requirements shall constitute a waiver of any right to initiate any Protest proceedings:

- **Protest related to the Solicitation Document:** Must be filed within three (3) Business Days after the posting of the Solicitation Documents on the GMX web site; or

- **Protest related to a final decision by GMX during the Procurement Process:** Must be filed within three (3) Business Days after posting of such final decision by GMX regarding the Procurement Process.

7.2 PROTEST BOND

A Protest bond in the form provided by GMX shall be submitted with the Protest in order to be considered. The amount of the Protest bond shall be specified in the Solicitation Documents, however shall not be less than $25,000 or higher than 1% of the estimated contract amount. The Protesting party shall bear all GMX fees and costs related to the Protest. In the event the Protesting party does not pay said fees and costs, GMX may use the Protest bond to cover any expenses incurred by GMX related to the Protest and any court proceedings related thereto that are unreimbursed by the protestant.

7.3 PROTEST PROCEDURE

A. Grounds for Protest:

Within five (5) Business Days from the date of filing of the Protest, the protesting party shall provide GMX with the grounds for its Protest in writing.

B. Resolution by Mutual Agreement:

Within five (5) Business Days from the date the protesting party submits the grounds of its protest, GMX and the protesting party shall meet and attempt to resolve the Protest by mutual agreement.

C. Mediation:

If no mutual agreement is reached to resolve the Protest within the allotted time, GMX and the protesting party shall select a mutually agreed-upon mediator and participate in mediation. Mediation must be completed within thirty (30) Calendar Days after failure to reach mutual agreement. All costs of mediation shall be borne by the protesting party, unless otherwise agreed upon by GMX.

D. Legal Proceedings:

No court proceedings regarding any Protest shall be filed until the parties have first participated in mediation. Any legal proceedings must be filed within thirty (30) Calendar Days after termination of an unsuccessful mediation.

7.4 WITHDRAW OF PROTEST

If the protesting party fails to follow any of the procedures outlined above in Section 7.3, the Protest shall be deemed withdrawn and have not further force and effect. Any waiver of these procedures must be in writing by the Executive Director and provided to the Procurement Department and the Legal Counsel.

7.5 REMEDIES

The filing of a Protest does not require GMX to stay the Procurement Process or the award of the Agreement. However, GMX at its sole discretion if determined to be in its best interest, may stay a Procurement Process or the award of an Agreement pursuant to the filing of a Protest.

The Executive Director must present a written recommendation to stay a Procurement Process or the award of the Agreement for final approval, to the Procurement Department and the GMX Board.

7.5.1 Conflict between Solicitation Documents and Policy

If prior to the award of an Agreement it is determined that there is a discrepancy between this Policy and the Solicitation Document, then the Solicitation Document may be affirmed, revised or withdrawn at the sole discretion of the Executive Director in consultation with the General Counsel.

7.5.2 After Contract Award

If after the award of an Agreement it is determined that a Solicitation Document or an Agreement is in violation of this Policy, then:

(1) If the Firm awarded the Agreement has not acted fraudulently or in bad faith:

(a) The Agreement may be ratified and affirmed, provided it is determined that doing so is in the best interest of GMX; or

(b) The Agreement may be terminated.

(2) If the Firm awarded the Agreement has acted fraudulently or in bad faith:

(a) The Agreement may be declared null and void; or

(b) The Agreement may be ratified and affirmed if such action is in the best interest of GMX, without prejudice to GMX's rights in regard to such damages as may be appropriate.

ARTICLE 8 - AGREEMENTS

8.1 TYPES AND FORMS OF AGREEMENTS

GMX may utilize any type and form of contract, including industry standard contracts forms that will promote the best interest of GMX provided that, to the maximum extent practicable, all Agreement must include a not-to-exceed maximum amount. However, where practical and subject to the approval of the General Counsel and the Procurement Department, GMX shall develop and utilize standard forms of GMX Agreements.

8.2 TERMS OF AGREEMENTS

8.2.1 Initial Term of Agreements

Agreements for Goods or Services may be entered into for any period of time deemed to be in the best interest of GMX provided:

(1) The term of the Agreement is included in the Solicitation Document and the Agreement;

(2) The Agreement contains prices or the method of determining prices for the term of the Agreement.

(3) Payment and performance obligations for succeeding fiscal years shall be subject to the availability and appropriation of funds therefor.

(4) Approval by the Executive Director as set out herein

8.2.2 Renewal Terms of Agreements

An Agreement for Goods or Services may be renewed for any period of time, and for any number of renewals, deemed to be in the best interest of GMX through the execution of a Supplemental Agreement. , and authorized as provided in the Policy.:

(1) The terms of the renewals have been included in the Solicitation Documents and the Agreement;

(2) Funds shall be available for at least the first fiscal year of any such renewal term(s);

(3) The Agreement contains prices or the method of determining prices for the terms of the renewals;

(4) Approval by the applicable authority (Executive Director, or Board) as set out herein.

8.2.3 Extension of Agreements

In the case where the term of an Agreement renewal is not available, the term of the Agreement may be extended through the execution of a Supplemental Agreement provided that:

(1) It has been determined to be in the best interest of GMX to continue the use of the Goods and/or Services under the Agreement for a limited purpose;

(2) The necessary funds are available;

(3) Approval by the applicable authority (Executive Director, or Board) as set out herein.

8.2.4 Cancellation of Agreements

The Executive Director shall have the authority to cancel any Agreement containing a termination or cancellation provision.

8.3 APPROVAL AUTHORITY OF AGREEMENTS AND SUPPLEMENTAL AGREEMENTS

8.3.1 Agreements

All GMX Agreements shall be authorized as follows:

(1) **Executive Director:** All Agreements valued at $200,000 or less.

(2) **GMX Board:** All Agreements valued in excess of $200,000.

8.3.2 Supplemental Agreements

All Supplemental Agreements shall be approved as follows:

8.3.2.1 The Executive Director

- **Agreement Amount:**

  The approved dollar amount of a single Agreement may be increased by an amount that cumulatively is less than or equal to twenty percent (20%) of the original approved dollar amount or $2,000,000, whichever is less;

- **Agreement Time:**

  The approved time/term of a single Agreement may be increased as long as the increase does not involve changes to the original approved dollar amount above the delegated authority set out herein;

- **Other Administrative Changes:**

  Other administrative changes to a single Agreement may be done as long as such changes do not relate to scope and/or approved dollar amount and time/term as set out herein. Changes to scope are not permitted by this authority. For the purpose of this section 8.3.2, the term scope shall mean:

  (1) type of work,

  (2) the project location, and

  (3) expertise for which the Contractor was procured.

  Scope does not mean changes in volume as such changes are authorized based on applicable signing authority.

8.3.2.3 The GMX Board

All Supplemental Agreements that exceed the approval authority delegated herein.

8.4 SIGNING AUTHORITY

Subject to the required approval authority, the Executive Director, the Chair, Vice Chair, and Treasurer of the Board shall have the authority to sign all Agreements, and Supplemental Agreements.

The Executive Director may delegate its signing authority to any designee.

8.5 CONTRACT INCENTIVES AND DISINCENTIVES

Notwithstanding any other provision, herein, as part of the approval of a Procurement Process, the GMX Board may approve incentives or bonuses for early or on-time completion of Agreements. Such incentives or bonuses shall be such percentage of the cost benefit to GMX of the on-time or early completion as shall be determined by the Board on a case by case basis. The GMX Board may also approve disincentives for late completion of Agreements. Such disincentives shall be such percentage of the cost detriment to GMX of the late completion as shall be determined by the Board on a case by case basis.

ARTICLE 9 - BOND REQUIREMENTS

9.1 BID SECURITY

- ***Requirement for Bid Security or a Bid Guaranty.*** Bid Security or a Bid Guaranty ("Bid Security") may be required for all competitive sealed bidding or competitive negotiated bidding for Construction Agreements when the price is estimated to exceed $200,000. Bid Security shall be a bond provided by a surety company authorized to do business in the State of Florida, or otherwise supplied in a form satisfactory to GMX as stated below in *Alternative Forms of Security*. Nothing herein prevents the requirement of such bonds on Construction Agreements equal to or less than $200,000, or other Agreements, when the circumstances warrant.

- ***Amount of Bid Security*.** Bid Security shall be in an amount stated as a dollar value or percentage of the Bid or Proposal.

- ***Rejection of Bids for Noncompliance with Bid Security Requirements*.** When the Solicitation Documents require a Bid Security, noncompliance requires that the Bid or Proposal be rejected as nonresponsive.

- ***Withdrawal of Bid or Proposals.*** After the Bids or Proposals are opened, they shall be irrevocable for the period specified in the Solicitation Documents, except as provided in section 5.2.1(12), *Correction or Withdrawal of Bids; Cancellation of Award*. If a Bidder or Proposer is permitted to withdraw its Bid or Proposal before award, no action shall be taken against the Bidder or Proposer or the Bid Security.

9.2 PERFORMANCE AND PAYMENT BONDS

- ***Bond Requirements.*** All performance and payment bonds for Construction Agreements or other Agreements as determined by GMX, shall comply with the applicable laws.

- ***When Required-Amounts*.** When a Construction Agreement is awarded in excess of $200,000, or another Agreement is determined to require such bonds, the following bonds or security shall be delivered to GMX and shall become binding on the parties upon the execution of the Agreement:

  (1) A performance bond satisfactory to GMX, executed by a surety company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to GMX, in an amount equal to 100% of the price specified in the Agreement; and

(2) A payment bond satisfactory to GMX, executed by a surety company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to GMX, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the Agreement. The bond shall be in an amount equal to 100% of the price specified in the Agreement.

One bond form satisfying the above requirements for both performance and payment bonds may also be accepted by GMX.

- ***Reduction of Bond Amounts*.** At the time of solicitation, the Procurement Department may reduce the amount of performance and payment bonds for Construction Agreements estimated not to exceed $200,000 or other Agreements.

- ***Authority to Require Bonds*.** At the time of solicitation, nothing herein limits the authority of the Procurement Department to require performance or payment bonds for Construction Agreements equal to or less than $200,000, or other Agreements, when the circumstances warrant.

9.3 ALTERNATIVE FORMS OF SECURITY

- ***Alternative Forms*.** In lieu of the bonds required in this Article 9, a contractor may, with the prior approval of GMX, file with GMX security in any of the following forms:

  (1) Certified check;

  (2) Cashier's check;

- ***Purpose and Conditions*.** Any alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bonds required by this Policy.

Adopted by the Governing Board on 27th of September, 2023.