



# PROCUREMENT POLICY

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## **ARTICLE 1- GENERAL PROVISIONS**

### **1.1 PURPOSE**

It is the policy of the Miami Dade Expressway Authority 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 MDX 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 MDX'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 in accordance with its policies.

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

### **1.2 APPLICATION AND EXEMPTIONS OF POLICY**

#### **1.2.1 General Application of Policy**

This Policy applies only to the Procurement by MDX 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 MDX Agreements, regardless of their source. It shall not apply to the sale or other disposal of MDX supplies or other property, whether personal or real.

Nothing in this Policy shall prevent MDX 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 MDX Procurement of Services related to a potential capital markets transaction to which MDX may be a party, the Executive Director or the Chief Financial Officer may direct, if he or she deems it to be in the best interests of MDX, that MDX 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 MDX into derivative financial arrangements.

The Chief Purchasing Officer 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 MDX representatives;
- (14) Trainings, conferences, and workshops attended by MDX employees and the MDX Board;
- (15) Licenses and permits;
- (16) Mediation services;
- (17) Expert witness services;

- (18) Sponsorships;
- (19) Employee benefits not paid by MDX;
- (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 \$1,000  
(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 define 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 MDX 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.

#### **Architectural and Engineering (A&E) Services**

Architectural and Engineering Services that are subject to Procurement pursuant to F.S. 287.055, the Consultants' Competitive Negotiation Act ("CCNA.")

#### **Authority**

See "Miami-Dade Expressway Authority"

#### **Awards Committee**

The applicable standing Committee of the Authority, as may be amended from time to time, having delegated power in accordance with the MDX Bylaws and this Policy with oversight for the particular Goods or Services.



**Bid**

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

**Bidder**

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

**Business Day**

Monday through Friday, excluding Saturdays, Sundays and Holidays observed by MDX.

**Calendar Day**

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

**Chief Purchasing Officer**

The individual serving as the Manager of the Procurement & Contracts Department of MDX with the delegated authority provided herein.

**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, F.S., 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 MDX employee with authority under the relevant Agreement.

**Contractor**

Any Firm having a Contract with MDX.

**Cooperative Procurement**

Procurement by, or on behalf of, MDX and at least one other public or private entity.

**Counsel**

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

**Deputy Executive Director(s)**

The MDX employee(s) appointed by the Executive Director and approved by the MDX Board as Deputy Executive Director(s), pursuant to the MDX Bylaws.





**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, F.S. or occurs with someone other than the MDX Chief Purchasing Officer, subject to the exclusions identified in this Policy.

**Executive Director**

The individual holding the title of Executive Director of MDX.

**Firm**

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

**Goods**

Anything purchased other than Services or real property.

**Intermediate Procurement**

Individual purchases of Goods and/or Services which original aggregate value is more than \$25,000, 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 form of Solicitation Document used in soliciting Firms interested in entering into negotiations with MDX 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 MDX Lobbyist Registration Policy.

**MDX Board**

The members of MDX appointed to serve as provided under the Florida Expressway Authority Act, as amended.

**Miami-Dade Expressway Authority (MDX)**

That body politic and corporate, a public instrumentality and an agency of the State of Florida established under Part I of Chapter 348 Florida Statutes, as amended from time to time.

**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 MDX. Such variation is considered a matter of form and not substance. MDX, at its sole and absolute discretion, reserves the right to waive Minor Irregularities.

**Policy**

The MDX Procurement Policy as approved by the MDX Board.

**Procurement or Procurement Process**

The competitive process followed by MDX 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 MDX in response to a Solicitation Document, also referred to herein as Respondent.

**Respondent**

A Firm submitting a Bid or Proposal to MDX 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.

**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 that has the business judgment, experience, facilities and capability, as determined by MDX, in all respects to perform fully the requirements of the Agreement, and the integrity and reliability that will assure good faith performance. A Respondent that has been Suspended by MDX will not be considered Responsible.

### **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 MDX 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 \$1000, but does not exceed \$25,000.

### **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 MDX 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 parties of the Agreement.



### **Suspension**

The temporary debarment of a Vendor or Contractor for a period not to exceed two (2) years, at the discretion of MDX for reasons including, but not limited to, violation of MDX policies, submittal of a fraudulent Proposal/Bid, or unsatisfactory Contract Performance Evaluation as further described herein.

### **Technical Evaluation Committee**

The individuals appointed by the Awards Committee that meet the criteria established herein to evaluate all responses from Respondents based upon the requirements of the Solicitation Documents.

### **Vendor**

An actual or potential supplier of Goods and/or Services whom has no Agreement with MDX.

### **Vendor List:**

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 MDX.

## **1.4 EFFECTIVENESS AND CONTINUAL REVIEW OF POLICY**

This Policy shall become effective as of the date it is approved by the MDX Board. The Policy and Planning Committee of MDX shall review this Policy as necessary, and shall make such recommendations with respect thereto to the MDX Board as it shall see fit. The MDX Board may revise this Policy from time to time at its sole discretion.

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

## **1.5 EQUALITY IN CONTRACTING**

MDX, 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.*, Fla. Stat. 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. MDX notifies all Respondents and individuals that it requires and encourages equal employment opportunities for minorities and women as employees in the work force.

MDX strongly supports disadvantaged, small, minority and woman owned businesses having full opportunity to submit Bids and Proposals in response to Solicitation Documents issued by MDX 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.

## **1.6 POLICY CONFLICTS**

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



## **ARTICLE 2 - PROCUREMENT ORGANIZATION**

### **2.1 CONE OF SILENCE**

This Policy strictly prohibits any communication between a Respondent or protestant (or its employees, agents, representatives, or Lobbyist) and MDX (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 MDX Protest procedure as outlined in Section 7.3 hereof of a Protest properly filed by a Respondent, whichever happens last.

#### **2.1.1 EXCLUSIONS TO COMMUNICATIONS DURING THE CONE OF SILENCE**

This requirement shall not prohibit:

- (a) Communications at meetings called or requested by MDX 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 MDX's or Respondents' facilities, as applicable, and the Technical Evaluation Committee meeting. Such authorized meetings shall be limited to topics specified by MDX.
- (b) Communications between the Respondent and the Chief Purchasing Officer and/or the MDX Counsel.
- (c) Communications authorized by the Solicitation Documents between the Respondent and a designated MDX representative.
- (d) The addressing of the MDX Board or any of its committees at public meetings.
- (e) 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.
- (f) Communications between Contractors and MDX representatives in accordance with the requirements of any administrative remedies process;

#### **2.1.2 VIOLATIONS OF THE CONE OF SILENCE**

##### **2.1.2.1 Violation by Respondent**

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

- (1) Disqualification of the violator from the Procurement Process;
- (2) Voidance of any contract award to or Agreement with the violator; and/or
- (3) Suspension of the violator from future work with MDX.

#### **2.1.2.2 Violation by Employee**

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

#### **2.1.2.3 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.

#### **2.1.2.4 Violation by Contractor**

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

## **2.2 LOBBYIST REGISTRATION**

All Respondents are required to comply with the MDX Lobbyist Registration Policy. It is the responsibility of the Respondents to become familiar with the MDX 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 MDX 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 MDX 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), F.S.).

## **2.3 CHIEF PURCHASING OFFICER**

### **2.3.1 Designation of the Chief Purchasing Officer**

Subject to the provisions of this Policy, the Manager of Procurement and Contract Administration shall serve as the Chief Purchasing Officer for the purchase and contracting of Goods and/or Services for MDX. The Executive Director or his/her designee shall serve as the Chief Purchasing Officer during vacancies in the position of Manager of Procurement and Contract Administration until another Manager is appointed. The Chief Purchasing Officer shall be a full-time MDX employee with demonstrated executive and organizational ability.

### **2.3.2 Delegation of Authority by the Chief Purchasing Officer**

As deemed necessary by the Chief Purchasing Officer, with the approval of the Executive Director, the Chief Purchasing Officer may delegate authority, rights and powers vested in him/her to subordinate staff provided such staff conform to all applicable laws, policies procedures and rules established by MDX.

The Chief Purchasing Officer may delegate his/her authority regarding Procurements to any of the MDX Deputy Executive Directors in writing, with the prior written consent of the Executive Director.

### **2.3.3 Authority of the Chief Purchasing Officer**

The Chief Purchasing Officer shall have primary administrative authority over Procurement, including, without limitation, the following areas:

- (1) Administer the central purchasing and contracting system of MDX;
- (2) Determine conditions and procedures for delegations of Procurement authority;
- (3) Determine prequalification procedures and processes;
- (4) Recommend to appropriate Awards Committee for Suspension, and reinstatement of Respondents and Contractors;
- (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 Responsiveness of Proposals/Bids through performance of compliance review and remedy and thus waive Minor Irregularities.
- (7) Maintain confidentiality of technical data and trade secrets submitted by actual or potential Respondents, pursuant to applicable laws;

- (8) Award of contracts pursuant to the applicable approval authority;
- (9) Determine definitions and classes of services and procedures for acquiring them;
- (10) Determine the methods for conducting price analysis;
- (11) Determine the use and amount of bid, payment and performance bonds, and other securities in connection with all Solicitation Documents and Agreements;
- (12) Develop guidelines for use of cost principles in negotiations, adjustments, and settlements;
- (13) Reject Bids or Proposals due to late submittal;
- (14) Negotiate the best terms and conditions for any Procurement where only one (1) Responsive Bid or Proposal is received.
- (15) Provide for the establishment and promulgation of the internal procedures of Procurement and Contract Administration for MDX. Said document shall be reviewed and approved by the MDX 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.
- (16) Standardize, to the extent possible, terms and conditions and contract clauses of all Solicitation Documents; and
- (17) Maintain a Vendor List.

## 2.4 AWARDS COMMITTEE

### 2.4.1 Designation of Awards Committee

All Large Procurements under this Policy, the procedures and documentation related thereto, shall be reviewed by the Awards Committee. Unless the MDX Board determines otherwise, the Awards Committee shall be in accordance with the MDX By-laws.

### 2.4.2 Authority of Awards Committee

The Awards Committee shall review and make **recommendations** to the MDX Board for actions related to a Large Procurement to include, without limitation, the following:

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



- (b) Approval of Contingency Allowances;
- (c) Approval of Supplemental Agreements pursuant to Article 8 herein;
- (d) Rescission of contract awards;
- (e) Approval of results of negotiations;
- (f) Approval of final ranking of Respondents; and
- (g) Approval of assignment of Agreements.

The Awards Committee shall make **final decisions** on the following actions for Large Procurements:

- (a) Approval of the 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;
- (b) Determination of non-Responsiveness;
- (c) Approval of Shortlisting;
- (d) Appointment of Technical Evaluation Committee;
- (e) Cancellation of Procurements;
- (f) Approval of Supplemental Agreements, pursuant to Article 8 herein;
- (g) Extension of Agreements pursuant to Article 8 herein;

## **2.5 TECHNICAL EVALUATION COMMITTEE**

### **2.5.1 Designation of the Technical Evaluation Committee**

Members of the Technical Evaluation Committee shall be designated by the Awards Committee for all relevant Large Procurements, and by the Chief Purchasing Officer for all relevant Intermediate Procurements. A minimum of three (3) persons shall be designated 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 MDX as it relates to the Services to be evaluated; and
- (3) No conflicts of interest.

### **2.5.2 Board Members Participation in the Technical Evaluation Committee**

The Awards Committee may appoint an MDX Board member, or a group of Board Members, to the Technical Evaluation Committee for all relevant Large Procurements in an oversight and non-voting role (Board Oversight). In this capacity, the Board Oversight ensures compliance with MDX policies and procedures only and shall not otherwise participate in the evaluation process unless the Board Member(s) is also an evaluator as defined below.

As may be permitted through the Procurement Process, the Board Oversight may ask questions of the Respondents but shall not provide opinions on the merits of the Proposals unless the Board Oversight is also an evaluator.

At the discretion of the Awards Committee, if a Board Member(s) meets the criteria outlined in Section 2.5.1 above, then such Board Member(s) may serve as an evaluator and voting member of the Technical Evaluation Committee.

A Board Member may serve as both an evaluator and Board Oversight for a Procurement Process.

### **2.5.3 Duties of the Technical Evaluation Committee**

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 Awards Committee regarding Shortlisting and/or final selection.

All business of the Technical Evaluation Committee is subject to Section 286.011, F.S. Therefore, a public meeting of the Technical Evaluation Committee shall be held to discuss and score the Proposals and/or oral presentations/interviews.

### **2.5.4 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 Chief Purchasing Officer. 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 an Technical Evaluation Committee member is unable to attend a Technical Evaluation Committee meeting, he/she shall not submit scoring or rankings to the Chief Purchasing Officer, 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.

### 2.5.5 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.

## 2.6 SCORING METHODOLOGY

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

- (1) **100 - 90 Outstanding** - The Firm exemplifies superior and/or exceptional characteristics in the evaluation criteria categories.
- (2) **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.
- (3) **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.
- (4) **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.***

## 2.7 NOTIFICATION OF PROCUREMENTS

### 2.7.1. Advance Notification

The Chief Purchasing Officer shall post on the MDX website a six (6) month outlook of upcoming Procurements.

## **2.7.2 Advertisement of Procurements**

### **2.7.2.1 Large Procurements**

Notices of the release of all Large Procurements shall be advertised by MDX 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 MDX website and shall provide adequate public notice in compliance with applicable laws. Notices shall also appear in such other publications as may be approved by the Chief Purchasing Officer.

### **2.7.2.2 Intermediate Procurements**

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

## **2.8 REPORTS**

A monthly report(s) shall be provided to the MDX Board as follows:

### **2.8.1 Supplemental Agreement Report:**

This report shall include a list of all Supplemental Agreements approved the previous month 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.

### **2.8.2 Intermediate Procurement Report:**

All the Intermediate Procurements conducted the previous month.

### **2.8.3 On-Going Procurement Report:**

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

### **2.8.4 Cancellation Report:**

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



## **2.9 RETENTION OF PROCUREMENT RECORDS**

All Procurement records are subject to Chapter 119, F.S. 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 MDX in response to Solicitation Documents are considered Procurement records.



## **ARTICLE 3 - TYPES OF PROCUREMENT**

### **3.1. SMALL PURCHASES**

#### **3.1.1 Threshold**

Individual purchases of Goods and/or Services which original aggregate value is more than \$1000, but does not exceed \$25,000.

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

#### **3.1.2 Approval Authority**

Small Purchases shall be authorized by the Chief Purchasing Officer, subject to Board approved budget allocation.

#### **3.1.3 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.

### **3.2 INTERMEDIATE PROCUREMENTS**

#### **3.2.1 Threshold**

Individual purchases of Goods and/or Services which original aggregate value is more than \$25,000, but does not exceed \$200,000. For A&E Services, including Design/Build Services, the threshold shall be in compliance with Section 287.055, F.S.

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 Chief Purchasing Officer 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 vendors.

#### **3.2.2 Approval Authority**

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



### **3.2.3 Competitive Process**

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

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

## **3.3 LARGE PROCUREMENTS**

### **3.3.1 Threshold**

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

### **3.3.2 Approval Authority**

Large Procurements shall be authorized by the appropriate Awards Committee, 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 Responsive Bid or Proposal is received, the Chief Purchasing Officer 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, F.S., known as the Consultants' Competitive Negotiation Act (CCNA). Any conflicts between the requirements of the Policy and the provisions of Section 287.055, F.S., the provisions of Section 287.055, F.S 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.

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

MDX may use a multi-step Procurement Process when considered practical and advantageous to MDX. 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 MDX Contract Performance Evaluations of Contractors, MDX may consider the past performance evaluations of other governmental agencies in evaluating Proposals/Bids in response to Solicitations Documents.

Nothing in this Policy prohibits MDX 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 MDX Board.

### **4.1 COMPETITIVE SEALED BIDDING (LOW BID) PROCUREMENT**

MDX may award an Agreement based solely on the lowest Responsive and Responsible Bid received. MDX may establish criteria required to pre-qualify Bidders in order to consider its Bid, this may be accomplished within the same Solicitation Document, or through a multi-step bidding process. Commonly an Invitation to Bid is used to solicit Bids.

### **4.2 QUALIFICATIONS/EXPERIENCE PROCUREMENT**

MDX 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)**

MDX may award an Agreement to the Firm determined to provide MDX 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**

MDX may award an Agreement to the Firm with the lowest Bid that after negotiations with MDX best meets or exceeds the requirements of the Solicitation Document. Commonly an Invitation to Negotiate or an Invitation to Bid is use to solicit Proposals.

#### **4.5 SINGLE SOURCE PROCUREMENT**

MDX may award an Agreement for Goods or Services with limited competition when, under operational procedures, the Chief Information Officer with concurrence by the Chief Purchasing Officer determines 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 MDX system (original equipment manufacturer).

To the maximum extent practical, such purchases requiring limited competition should have been anticipated in the MDX Five Year IT Strategic Plan

#### **4.6 SOLE SOURCE PROCUREMENT**

MDX may award an Agreement without competition when the Chief Purchasing Officer determines in writing that:

- (a) There is only one justifiable source for the required Goods or Services; or
- (b) 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 MDX; or
- (c) 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**

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

MDX may utilize a contract entered into between another governmental entity and a provider of Goods or Services sought by MDX, if the Chief Purchasing Officer determines in writing that it is practicable and advantageous for MDX 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 Chief Purchasing Officer must ensure that the underlining intent of this Policy was applied by the other governmental entity whose contract MDX wishes to utilize.

A separate Agreement must be executed by MDX 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 MDX and the governmental agency from whose contract MDX piggybacks.

Other governmental entities are similarly authorized to utilize MDX contracts where the other governmental entity determines such utilization is practicable and advantageous and the particular provider agrees to enter into such separate contract with the other governmental entity which incorporates the MDX contract. Other governmental contracts that MDX 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**

The Chief Purchasing Officer is authorized to proceed with Emergency Procurement(s) to address an Emergency as 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 Chief Purchasing Officer. 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 MDX employees or Contractors, shall seek to promote overall economy for the purpose intended and encourage competition in satisfying MDX's needs, and shall not be unduly restrictive.

### **5.2 GENERAL GUIDELINES FOR THE CONTENTS OF SOLICITATION DOCUMENTS**

Nothing in this Policy prohibits MDX 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 MDX Board.

All Solicitation Documents shall include the following basic information:

- MDX 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;
- A pre-qualification 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 MDX 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 2.7 herein.
- (7) **Bid Opening.** Bids shall be opened publicly in the presence of the Chief Purchasing Officer, 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 and recorded.
- (8) **Evaluation.** The Chief Purchasing Officer shall review and evaluate Bids received in accordance with the criteria set forth in the Invitation to Bid. The Chief Purchasing Officer 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.** MDX reserves the right, in its sole and absolute discretion, to reject all or any part of a Bid or to waive Minor Irregularities. MDX 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.** MDX reserves the right to reject any exceptions to the requirements set forth in the Invitation to Bid contained in the Bids. In such event, MDX 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 MDX 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 Chief Purchasing Officer.

MDX recognizes that a Bidder has no right, as a matter of law, to correct or withdraw a

Bid once a Bid has been opened. MDX realizes, however, that certain circumstances may justify correction or withdrawal of a Bid on a case-by-case basis.

- (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 MDX to reject the low Bid of a nonqualified or non-Responsible or no-Responsive Bidder.

MDX specifically reserves the right to take the Bidder's past performance with MDX (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 MDX.

- (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 contract shall then be awarded to the tying Bidder on the basis of lowest best and final Bid.
- (15) **Award.** The Awards Committee shall recommend and the MDX 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) **Negotiations.** MDX reserves the right to negotiate an adjustment of the Bid price, including changes in the Bid requirements, with the successful Bidder, in order to bring the Bid within the amount of funds available to MDX.
- (17) **Multiple Award:** Multiple or split awards may be made if in the best interest of MDX 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 substantially the terms and conditions acceptable to MDX for the particular solicitation.
- (6) **Public Notice.** This shall be done in accordance with Section 2.7.
- (7) **Receipt of Proposals.** Upon receipt of a proposal, the Chief Purchasing Officer shall stamp the Proposal with the date and time received. The Chief Purchasing Officer 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, the Awards Committee, any other committee of MDX or the MDX Board.
- (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.** Tie rankings are permissible. 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 Awards Committee, who shall, in turn, provide its recommendation to the MDX Board. Award shall be made by the MDX Board to the Responsible and Responsive Proposer determined to be most qualified and in agreement with compensation and other contract terms determined to be fair and reasonable.
- (12) **Multiple Awards.** Multiple or split awards may be made if in the best interest of the MDX and provided for in the RFP/RFQ.
- (13) **Negotiation of Agreement.** If negotiations of an Agreement are required, with the assistance of Counsel, the Chief Purchasing Officer, or any person designated by the MDX Board, 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 Approval.** A substantially final form of the Agreement shall be presented to the MDX Board for approval.

### 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 MDX 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 MDX.
- (5) **Sample Contract.** The Invitation to Negotiate may set forth a form contract for the engagement with the caveat that the specific provisions of the contract will be negotiable.
- (6) **Public Notice.** This shall be done in accordance with Section 2.7.
- (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 Chief Purchasing Officer shall negotiate the specific terms, the fair and reasonable compensation, the method of delivery, and other contract terms with the most qualified Respondent(s). MDX will undertake negotiations until the most qualified Firm is selected and an acceptable contract price is established.
- (9) **Award.** After evaluating the responses and negotiating with the Firm(s), award by the MDX Board shall be made to the Respondent determined to be most qualified based on the combination of response, qualifications and price, as determined by MDX. A substantially final form of the Agreement shall be presented to the MDX Board for approval.



## **ARTICLE 6 - OTHER REQUIREMENTS OF THE PROCUREMENT PROCESS**

### **6.1 REQUEST FOR INFORMATION (RFI)**

At the discretion of MDX, 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 2.7 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**

MDX may cancel any Procurement Process at any time. MDX may also reject any or all Bids or Proposals in whole or in part at any time. The decision to cancel a Procurement Process shall not be the basis for a protest pursuant to this Policy.

### **6.3 PRE-BID, PRE-PROPOSAL CONFERENCES AND SITE VISITS**

The Chief Purchasing Officer shall determine whether 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-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 Chief Purchasing Officer will determine if a Respondent is Responsive and Responsible through the compliance review of the Proposals/Bids. If a non-Responsive and/or non-Responsible finding is made by the Chief Purchasing Officer, a written explanation of such non-Responsive and/or non-Responsible finding in accordance with the requirements of the applicable Solicitation Documents shall be presented to the Awards Committee for final approval.





## **6.5 WAIVER OF MINOR IRREGULARITIES**

MDX reserves the right to waive any Minor Irregularities contained in a Proposal or Bid submitted to MDX 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 Chief Procurement Officer 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, MDX 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 MDX, upon request to and approval by the Chief Purchasing Officer. Respondents shall not contact evaluators for a debriefing but shall make all requests to the Chief Purchasing Officer.



## **ARTICLE 7 – PROTEST RIGHTS**

Respondents may appeal in writing a final decision made by MDX. Appeals relating to matters of a Small Purchase or an Intermediate Procurement shall not be subject to the procedures outlined herein. Such appeals shall be submitted to the Chief Purchasing Officer and the final decision on such appeals shall rely solely on the Executive Director.

Appeals relating to matters of a Large Procurement (a “Protest”) must be filed in the manner described herein. All Protests must be filed with the Secretary of the MDX Board. A Notice of Protest will be posted on the MDX web site upon receipt of a Protest filed in accordance herewith.

### **7.1 TIMING TO FILE PROTEST**

Protests must be filed within the following timeframe in order to be considered by MDX. 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 MDX web site; or
- **Protest related to a final decision by MDX during the Procurement Process:** Must be filed within three (3) Business Days after posting of such final decision by MDX regarding the Procurement Process. For the purpose of this provision, MDX is the Awards Committee or the MDX Board, pursuant to the decision authority delegated to each under this Policy.

### **7.2 PROTEST BOND**

A Protest bond in the form provided by MDX 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. Protestants shall bear all MDX fees and costs related to the Protest. In the event the Protestant does not pay said fees and costs MDX shall use the Protest bond to cover any expenses incurred by MDX 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) Calendar Days from the date of filing of the Protest, the protesting party shall provide MDX with the grounds for its Protest.

**B. Resolution by Mutual Agreement:**

Within five (5) Calendar Days from the date the protesting party submits the grounds of its protest, MDX 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, MDX 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 MDX.

**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 in be in writing by the Executive Director.

**7.5 REMEDIES**

The filing of a Protest does not require MDX to stay the Procurement Process or the award of the Agreement. However, MDX 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 the appropriate Awards Committee to stay a Procurement Process or the award of the Agreement for final approval.

**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 in the sole discretion of the Awards Committee.

**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 MDX; 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 MDX, without prejudice to MDX's rights in regard to such damages as may be appropriate.



## **ARTICLE 8 AGREEMENTS**

### **8.1 TYPES AND FORMS OF AGREEMENTS**

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

- (a) The term of the Agreement is included in the Solicitation Document and the Agreement;
- (b) The Agreement contains prices or the method of determining prices for the term of the Agreement.
- (c) Payment and performance obligations for succeeding fiscal years shall be subject to the availability and appropriation of funds therefor.
- (d) Approval by the applicable authority (Executive Director, Awards Committee, or Board) 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 MDX through the execution of a Supplemental Agreement, provided:

- (a) The terms of the renewals have been included in the Solicitation Documents and the Agreement;
- (b) Funds shall be available for at least the first fiscal year of any such renewal term(s);
- (c) The Agreement contains prices or the method of determining prices for the terms of the renewals;
- (d) Approval by the applicable authority (Executive Director, Awards Committee, 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:

- (a) It has been determined to be in the best interest of MDX to continue the use of the Goods and/or Services under the Agreement for a limited purpose;
- (b) The necessary funds are available;
- (c) Approval by the applicable authority (Executive Director, Awards Committee, 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. The MDX Board may also cancel any Agreement.

## 8.3 APPROVAL AUTHORITY OF AGREEMENTS AND SUPPLEMENTAL AGREEMENTS

### 8.3.1 Agreements

All MDX Agreements shall be approved as follows:

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

### **8.3.2.2 The applicable Awards Committee**

- **Agreement Amount:**

The approved dollar amount of a single Agreement may be increased by an amount that cumulatively is greater than twenty percent (20%) of the original approved dollar amount or \$3,000,000, whichever is less;

- **Agreement Time:**

The time/term of a single Agreement may be increased when it also involves changes to the original approved dollar amount above the Executive Director's delegated authority up to \$3,000,000.

### **8.3.2.3 The MDX Board**

All Supplemental Agreements that exceed the approval authority delegated herein to the Awards Committee.

## **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 of its Deputy Executive Directors.

## **8.5 CONTRACT INCENTIVES AND DISINCENTIVES**

As part of the approval of a Procurement Process, the Awards Committee 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 MDX of the on-time or early completion as shall be determined by the Board on a case by case basis. The Awards Committee may also approve disincentives for late completion of Agreements. Such disincentives shall be such percentage of the cost detriment to MDX 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**

- (1) ***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, the equivalent in cash, letter of credit or otherwise supplied in a form satisfactory to MDX. 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.
- (2) ***Amount of Bid Security.*** Bid Security shall be in an amount stated as a dollar value or percentage of the Bid or Proposal.
- (3) ***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 unless the Chief Purchasing Officer determines that the noncompliance with the Bid Security requirement is non-substantive
- (4) ***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**

- (1) ***Bond Requirements.*** All performance and payment bonds for Construction Agreements or other Agreements as determined by MDX, shall comply with the applicable laws.
- (2) ***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 MDX and shall become binding on the parties upon the execution of the Agreement:
  - (a) a performance bond satisfactory to MDX, executed by a surety company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to MDX, in an amount equal to 100% of the price specified in the Agreement; and
  - (b) a payment bond satisfactory to MDX, executed by a surety company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to MDX, 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 MDX.

- (3) **Reduction of Bond Amounts.** The Chief Purchasing Officer may reduce the amount of performance and payment bonds for Construction Agreements estimated not to exceed \$200,000 or other Agreements.
- (4) **Authority to Require Bonds.** Nothing herein limits the authority of the Chief Purchasing Officer 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

- (1) **Alternative Forms.** In lieu of the bonds required in this Article 9, a contractor may, with the prior approval of MDX, file with MDX security in any of the following forms:
  - (a) Cash;
  - (b) Money order;
  - (c) Certified check;
  - (d) Cashier's check;
- (2) **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.



## **ARTICLE 10 - CONTRACT PERFORMANCE EVALUATION**

### **10.1 GENERAL**

This Section addresses the procedures to evaluate the performance of Contractors of Intermediate and Large Procurements. MDX's use of outside Contractors to perform core functions makes it essential to evaluate the performance of these Contractors to ensure that MDX is achieving its mission. A further related purpose of these evaluations is to ensure that staff and the Contractors are aware of performance expectations and to provide a standard set of criteria for judging the Contractors work and performance.

As a secondary, but equally important, goal the MDX Board wants to ensure that MDX selects Responsible Contractors. To that end, MDX will consider Proposals/Bids from, award contracts to, and approve subcontractors of Responsible Firms only.

### **10.2 DEFINITIONS**

In addition to the defined terms in Section 1.3 herein, the following words shall have the meanings set forth below whenever they appear in this Article 10 of the 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 define term 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.

#### ***Completion***

When, as determined by MDX, the Contractor has met all its obligations under the Agreement.

#### ***Contract Performance Evaluation (CPE)***

The evaluation of the Contractor's performance completed by the Contract Manager in accordance with the requirements of this Policy and the applicable Contract Documents.

#### ***Corrective Action Plan***

A written plan of action prepared by a Contractor receiving an Unsatisfactory Contract Performance Evaluation detailing a method for improvement of Contractor's performance, subject to MDX's approval.

#### ***Final Contract Performance Evaluation***

The Contract Performance Evaluation given to a Contractor at the Completion of an Agreement that is inclusive of all relevant Interim Contract Performance Evaluations. If there are no Interim Contract Performance Evaluations, then the Final Contract Performance Evaluation shall rate the performance of the Contractor for the entire term of the Agreement.



***Interim Contract Performance Evaluation***

The Contract Performance Evaluation given at various stages of the term of the Agreement, but at a minimum on an annual basis.

***Contract Documents***

The term “Contract Documents” includes, but is not limited to: Solicitation Documents, Proposal/Bid, Notice of Award, executed form of Agreement, Notice to Proceed, Task Authorizations/Work Orders, bonds, and any Supplemental Agreements, which are all to be treated as one instrument whether or not set forth at length in the form of Agreement. Additional documents may be added or deleted from the list of Contract Documents depending on the Services and Procurement Methodology.

***Contract Manager***

The MDX representative assigned to the management of a particular Agreement in accordance with the requirements of the Contract Documents and this Policy.

***Rater***

The Contract Manager completing the Contract Performance Evaluation.

***Reviewer***

The Department Director/Manager that reviews and approves the Contract Performance Evaluation completed by the Rater.

***Task Authorization***

A written authorization issued by MDX and concurred by the Contractor setting forth the task to be performed by the Contractor, the amount of time in which the task must be completed, and the entitled compensation in accordance with the Agreement. For Construction Services, this term is replaced with *Work Order*.

***Watch Status***

When a Contractor receives an Unsatisfactory rating in a Contract Performance Evaluation and thus a Corrective Action Plan has been put into effect, the Contractor is placed in Watch Status by MDX. While on Watch Status the Contractor will receive more frequent performance evaluations based on a schedule to be determined between the Contractor and the Contract Manager. Placement on a Watch Status is designed to ensure the Contractor’s performance improves. Failure to improve may result in Suspension and may trigger default proceedings pursuant to the terms of the Agreement.

***Work Order***

A written authorization issued by MDX and concurred by the Contractor setting forth the task to be performed by the Contractor, the amount of time in which the task must be completed, and the entitled compensation in accordance with the Agreement. For non-Construction Services, this term is replaced with *Task Authorizations*.

### 10.3 PERFORMANCE OF EVALUATION

The Contract Manager will be responsible for completing a Contract Performance Evaluation (CPE) that best indicates the Contractor’s work performance for the appropriate Agreement. The Contract Manager shall discuss the evaluation with the Contractor before formal submittal to give the Contractor an opportunity to address any issues raised by the evaluation. Upon completing the evaluation, the Department Director/Manager with responsibility for the Agreement shall execute the completed CPE. The completed CPE shall be part of the Agreement files.

#### 10.3.1 Contractor Right to Respond to Evaluation

The Contractor shall have the ability to file a written response or rebuttal to an evaluation performed under the authority of this Policy. Any Contractor’s response shall be filed along with the CPE in the Agreement file. A response or rebuttal by the Contractor to an evaluation does not require a change in the evaluation.

#### 10.3.2 Evaluation Scale and Forms

The MDX Contract Manager shall rate Contractors using the following scale:

Points Scale	Evaluation Rating
100- 90	Outstanding
89-80	Excellent
79-70	Good
69-Below	Unsatisfactory

Prior to the execution of an Agreement, the Contractor and the Contract Manager shall agree on the criteria to be used for evaluation of the Contractor. However, all Contractors will be evaluated on the following competencies: *Adaptability, Building Working Relationships, Teamwork and Cooperation, Communication, Problem Analysis/Solving, Dependability and Work Standards, Initiative/Innovation, Work Standards, Commitment to MDX, Excellence*. The Rater shall use the MDX approved CPE Form to evaluate the Contractor’s performance.

#### 10.3.3 Evaluation Frequency

Generally, the Rater shall conduct a performance evaluation on an annual basis and within thirty (30) Calendar Days of Completion of the Agreement, unless otherwise stated herein. At the discretion of the Department Director/Manager more frequent evaluations may be conducted if warranted by circumstances, including but not limited to placement of a Contractor to Watch Status.

An overall rating of less than *Good* shall include an explanation in the comments section of the evaluation form as well as supporting documentation. An individual evaluation criteria rating of less than *Good* shall include supporting documentation as deemed appropriate by the Department Director/Manager.

The Department Director/Manager shall notify the Executive Director of all Final CPEs and the results of all *Unsatisfactory* Interim CPEs.

Copies of all completed Contract Performance Evaluation forms for Construction Services shall be sent to the Contractor's surety within fourteen (14) Calendar Days of execution by all required parties and the expiration of any appeal filed by the Contractor.

The specific evaluation schedule for each type of Agreement is as follows:

(1) ***Professional Services:***

If the Agreement is Task Authorization ("TA") driven, an evaluation will be performed within thirty (30) Calendar Days of the Completion of each TA. If any TA is authorized for a period of time exceeding one year, an annual CPE will be completed within thirty (30) Calendar Days of the anniversary date of the TA execution unless otherwise stated in the Contract Documents.

If the Agreement is not TA driven, annual CPE's shall be performed within thirty (30) Calendar Days of the anniversary date of the Agreement.

A Final CPE shall be completed for all Agreements at their Completion.

(2) ***Construction Services:***

Construction Services Agreements with a term longer than four (4) months shall be evaluated every six (6) months and within thirty (30) Calendar Days after the Completion of the Agreement.

If the Agreement is Work Order driven, a CPE will be completed by MDX within thirty (30) Calendar Days after the Completion of each Work Order.

A Final CPE shall be completed for all Agreements at their Completion, including Agreements with a term shorter than four (4) months.

(3) ***Extension/Renewal/ Termination of Agreements:***

Any Agreement extension, renewal or termination presented to the MDX Board or Executive Director for approval shall include the most recent CPE of the Contractor. Such CPE shall be no more than twelve (12) months old. A CPE shall be performed if the most recent CPE is greater than twelve (12) months old.

If none of the above is applicable, an annual CPE will be completed within thirty (30) Calendar Days of the anniversary date of execution of Agreement unless otherwise stated in the Contract Documents.

#### 10.3.4 Unsatisfactory Performance Evaluation

A rating of *Unsatisfactory* on an Interim CPE shall place the Contractor on notice that there are serious problems in their performance. A Contractor that receives an *Unsatisfactory* rating shall be placed on Watch Status. If a Contractor's performance is *Unsatisfactory*, the Contract Manager and the Department Director/Manager shall meet with the Contractor to review and approve of their Corrective Action Plan. This Corrective Action Plan shall set out objective steps needed for the Contractor to improve to a rating of *Good* or above. The Corrective Action Plan shall also include a more frequent evaluation schedule to monitor the progress and improvement of the Contractor.

The Contractor may not pursue additional MDX contracts or participate in MDX's Procurements upon receipt of an *Unsatisfactory* rating. If the Proposer submits a Proposal/Bid to MDX after receipt of the *Unsatisfactory* rating, the Proposer shall be deemed to be non-Responsible to the applicable Procurement. The determination of non-Responsible is made on the date the Proposals/Bids are due to MDX and shall be binding for the remainder of the Procurement Process.

If the Contractor later achieves a rating of *Good* or above, the Contractor may pursue other MDX contracts or participate in MDX's Procurements for which Proposals/Bids have not been received.

If the Contractor receives an *Unsatisfactory* rating in its Final CPE, the Contractor shall be Suspended.

#### 10.3.5 Performance Evaluation Execution Procedure

The following signature steps shall be included in the Contract Performance Evaluation process:

- 1) The Rater, Reviewer and Contractor shall each sign the CPE. If the Contractor refuses to sign the completed evaluation the date of such refusal shall be noted on the CPE form.
- 2) The Executive Director shall sign all CPEs with an *Unsatisfactory* rating in the manner set out in Subsection 10.3.5(3)(c) below.
- 3) Upon concurrence between the Rater and Reviewer that a Contract Performance Evaluation has an *Unsatisfactory* rating, the following steps shall apply:

- (a) The Department Director/Manager shall review the CPE with the Contractor and obtain a signature from an authorized representative of the Contractor. Signature by the Contractor only acknowledges receipt of the Contract Performance Evaluation. The Contractor may submit a response and documentation to be attached to the CPE. If the Contractor refuses to sign the Contract Performance Evaluation, the refusal date shall be documented on the CPE form.
- (b) Upon signature by the Contractor or date of the Contractor's refusal to sign, the Department Director/Manager shall submit the CPE to the Executive Director for review. The Contractor shall have a maximum of fifteen (15) Calendar Days to challenge the *Unsatisfactory* rating and file any written rebuttals or relevant documents with the Executive Director.
- (c) Upon receipt of the *Unsatisfactory* CPE, the Executive Director shall have a maximum of thirty (30) Calendar Days to exercise any one of the following options:
  - (i) Concur with the *Unsatisfactory* rating and sign the CPE.
  - (ii) Based on the reasons provided for the *Unsatisfactory* rating, and any rebuttals/evidence provided by the Contractor, return the CPE to the Department Director/Manager for re-consideration and/or with recommended modifications.

### 10.3.6 Final Evaluation

Upon the Completion of any Agreement or the termination of any Agreement, the Contract Manager shall complete a Final CPE of the Contractor taking into account any Interim CPEs of the Contractor during the term of the Contract.

## 10.4 APPEAL PROCEDURE

Contractors shall have the right to appeal the rating of a Contract Performance Evaluation. The appeals process consists of two steps:

- (1) For ratings of *Good* or above, a Contractor may appeal to the Executive Director within ten (10) Calendar Days of execution of the evaluation by the Reviewer. The finding of the Executive Director shall be rendered within thirty (30) Calendar Days thereof. The decision of the Executive Director shall be final.

- (2) For *Unsatisfactory* ratings, a Contractor may appeal to the Awards Committee within ten (10) Calendar Days of the Executive Director's execution of the CPE by submitting the appeal request to the Secretary of the MDX Board. Once an appeal is filed by a Contractor, a copy of the evaluation, all pertinent documentation, and the summary of events will be compiled by the Chief Purchasing Officer and placed on the applicable Committee's meeting agenda for consideration. The Awards Committee shall hear the matter within thirty (30) Calendar Days of the filing of the appeal or at the next regularly scheduled Committee meeting thereafter, as may be practical. All meetings of the Awards Committee are public meetings subject to Chapter 119, F.S. The decision of the Committee shall be final.

## 10.5 CONTRACT PERFORMANCE EVALUATION MONITORING

The Chief Purchasing Officer is responsible for monitoring the completion and filing of all CPE's as follows:

- Monitor the submittal of CPEs to ensure completion per the requirements of this Policy;
- Maintain the files for CPEs, all attachments, and rebuttals in the Agreement files;
- Advise the appropriate Department Director/Manager on a monthly basis of any missing evaluations.
- Process requests from Contract Managers, Department Directors/Managers, the Executive Director or members of the Board of Directors for the performance records of Contractors that are on file with the Authority.

## 10.6 PERFORMANCE EVALUATION IN PROCUREMENT PROCESS

To ensure that MDX only contracts with competent Vendors, past Contract Performance Evaluations shall be considered in the Procurement Process.

Past Contract Performance Evaluations completed by MDX or other governmental agencies for Respondents to Solicitation Documents, including those of their team members, may be used in evaluating Proposals/Bids.

MDX will review the CPE's completed for a Respondent in the past two (2) years from the date a Proposal/Bid is submitted. If the last CPE received by the Respondent within that time frame is an *Unsatisfactory* rating, the provisions of Section 10.3.4 will apply.

All Procurements shall proceed on their specific schedules and are independent from the Contract Performance Evaluation process and any Corrective Action Plan related thereto.