

## TRI-COUNTY AIRPORT AUTHORITY PURCHASING POLICY

### SECTION 1. PURPOSE.

A. The purpose of this Purchasing Policy ("Policy") is to maximize the value of TCAA funds in the procurement of Goods and Services; to maximize competition for all procurements; to provide safeguards for maintaining a procurement system of quality and integrity; to establish procedures for entering into binding contracts and the management of these contracts; and to provide for fair and equitable treatment of all persons involved in public procurement.

B. This Policy governs all of the purchases made by the TCAA. No contract or purchase shall be subdivided to avoid the requirements of this Policy.

### SECTION 2. DEFINITIONS.

For the purposes of this Policy and any documents pertaining to the use of this Policy (e.g., contracts, purchasing orders, etc.), the following terms, phrases, words and their derivations shall have the meaning given herein, unless otherwise specifically defined in any specific document:

**Addendum.** A written document used to modify the terms of a procurement instrument such as an Invitation to Bid, Request for Proposals, or Request for Qualifications.

**Agreement.** A contract for the procurement or disposal of Goods and/or Services.

**Board.** The TCAA Board, the governing body of the TCAA.

**Brand Name or Equivalent Specification.** A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other characteristics needed to meet the TCAA requirements and which provide for the submission of equivalent products.

**Business.** Any corporation, partnership, individual, sole proprietorship, joint venture, joint stock company, or any other legal entity, engaged in the commercial provision of Goods and/or Services.

**Chair.** The Member currently serving as Chair of the TCAA.

**Change Order.** A written order amending the scope of, or correcting errors, omissions, or discrepancies in a contract or Purchase Order.

**Competitive Procurement.** An open and competitive process for the procurement of Goods and Services pursuant to Tier 3 described below, including, but not limited to, Invitations to Bid, Requests for Proposals, and Request for Qualifications.

**Contract.** A deliberate written agreement between two or more competent parties to perform a specific act or acts, or for the procurement of Goods and/or Services.

**Contract Amendment or Modification.** Any written alteration in Specifications, delivery point, rate of delivery, period of performance, price, quality, or other provision of any contract accomplished by mutual action of the parties to the contract.

**Cooperative Procurement.** Competitive Procurement conducted by, or on behalf of, more than one public procurement unit or the use of another federal, state or local government procured contract (this term is also known as “piggybacking”).

**Designee.** The duly authorized representative of a person holding a superior position.

**Emergency.** Any occurrence or threat thereof whether natural, manmade, or technological, in war or in peace, which results or may result in substantial injury or harm to the public health, safety, or welfare, or substantial damage to or loss of property, or those situations where the operation of the TCAA would be seriously impaired if immediate action were not taken.

**General Manager.** The individual or entity selected and employed by the Board to administer the affairs of the TCAA. The duties performed by the General Manager in accordance with this Purchasing Policy may be performed by Members selected by the Board at the Board’s discretion in the event the General Manager position is vacant.

**Goods.** Tangible commodities, supplies, products, or materials that the TCAA may contract for or purchase for the use and benefit of the TCAA. It is a specific item and it is different from the rendering of time and effort by a provider.

**Goods and Services.** Collectively refers to Goods and Services, as each of those terms is defined herein.

**Invitation to Bid (ITB).** A written solicitation used for Competitive Procurement of Goods and Services when Specifications are available and the selection will be based upon the lowest responsive and responsible bidder.

**Irregularity.** Any change or omission in an offer or contract that does not have an adverse effect on the TCAA’s best interest, and does not affect the outcome of the source selection process by giving an offeror an advantage or benefit not enjoyed by any other offeror, and, not inconsistent with applicable laws.

**Material Mistake.** Any deviation or variance from the procurement requirements or other mistake that gives one Vendor a substantial advantage over other Vendors in a Competitive Procurement.

**Member.** A person appointed to serve on the Board in accordance with Chapter 69-534, Laws of Florida.

**Non-material Mistake.** Any deviation or variance from the procurement requirements or other mistake that does not affect price, give one Vendor an advantage or benefit not enjoyed by other Vendors and does not adversely affect the interests of the TCAA.

**Payment Bond.** The approved form of security furnished by the Vendor and its surety that assures payments, as required by law, to all persons supplying Goods or Services for the completion of work under the Contract.

**Performance Bond.** The approved form of security furnished by the Vendor and its surety as a guaranty that the Vendor will fully perform in accordance with the terms of a Contract.

**Professional Services.** Those services within the scope of the practice of architecture, professional engineering, landscaping architecture, or registered land surveying, as further defined in the Consultants' Competitive Negotiations Act, section 287.055, Florida Statutes.

**Proposal.** An executed formal document submitted to the TCAA stating the goods, consultant Services, and/or Services offered to satisfy the need as requested in the request for Proposal.

**Purchase/Procurement.** Buying, procuring, renting, leasing, or otherwise acquiring any Goods and/or Services required by the TCAA for public purposes.

**Purchase Order.** A document generated by the TCAA documenting a written sales agreement between the TCAA and a seller detailing the exact Goods and/or Services to be rendered from a single Vendor.

**Quotation.** Any oral or written informal offer by a Vendor to the TCAA to furnish specific goods and/or Services at a stated price.

**Request for Proposals (RFP).** A solicitation of responses for the supply of Goods and/or Services for which the scope of work, Specifications, or contractual terms and conditions cannot be well defined. The RFP outlines the procurement process and contract terms, and provides guidance on how the response should be formatted and presented. The RFP process requires a technical and management approach and a fee Proposal; however, evaluation of a Proposal or response is based on prior established criteria which involves more than price. The RFP shall state the relative importance of price and other evaluation criteria.

**Request for Qualifications (RFQ).** A solicitation of responses for Services or Construction Services where the Specifications of required Services are broad and specialized in nature, such as attorney, auditor, CPA's, etc. The RFQ outlines the procurement process and contract terms and provides guidance on how the response should be formatted and presented. RFQ solicitations focus on the qualifications of the potential providers, rather than price. Primary qualifications include experience of key staff, relevant past experience of the company and client references.

**Request for Quotation.** An informal written request to solicit prices for specific, defined Goods and/or Services.

**Responsible Vendor.** A Vendor submitting a response who has the capability in all respects to perform fully the contract requirements and the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and having the integrity and reliability with a record of timely and acceptable past performance that will assure good faith performance.

**Responsive Vendor.** A Vendor submitting a response that substantially conforms with all material respects to the requirements and criteria set forth in the Competitive Procurement.

**Services.** The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than that which is not defined as supplies, and which is merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

**Single Source.** Goods that can be procured from multiple sources, but, in order to meet certain functional or performance requirements (repair parts, matching existing Equipment or materials) there is only one economically feasible source for the purchase.

**Sole Source.** Goods that can be legally procured from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does not justify a Sole Source procurement if there is more than one potential supplier for that item. Use of Brand Names and model numbers does not constitute a Sole Source.

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

**Splitting.** The illegal act of splitting two or more purchases to the same Vendor within a specific period of time in order to acquire Goods or Services over the limitations and requirements set forth herein.

**Surplus Property.** Any tangible personal property or real property in excess of the needs of the TCAA and not required for its foreseeable need, has been declared obsolete, or the continued use of which is uneconomical or inefficient.

**TCAA.** The Tri-County Airport Authority.

**Vendor.** Any business that will be or has been awarded a contract by the TCAA.

### **SECTION 3. GENERAL GUIDELINES.**

The procurement method and authorizing authority varies based upon the amount of the purchase. Generally, all purchases for Goods and Services, when the estimated cost thereof shall equal or exceed twenty thousand dollars (\$20,000), shall be purchased competitively; purchases below \$20,000 shall be handled in the manners specified herein, which are designed to maximize competition and ensure the TCAA is receiving a fair price while balancing that against the need for an efficient use of TCAA resources. The Board may waive the Competitive Procurement requirements or any other provisions contained within this Purchasing Policy when deemed to be in the best interest of the TCAA.

### **3.1. Procurement Categories: Summary and Signature Authority.**

A. Unless otherwise authorized in this policy, the following procurement thresholds and procedures are hereby established to govern the procurement of Goods and Services. Additionally, the authority for approving purchases within the established thresholds set forth below is hereby delegated to the persons with designated approval authority.

| <b>PROCUREMENT THRESHOLDS</b> |                                   |                           |  |
|-------------------------------|-----------------------------------|---------------------------|--|
| <b>TIERS</b>                  | <b>PROCUREMENT REQUIREMENTS</b>   | <b>THRESHOLD AMOUNTS</b>  | <b>APPROVAL AUTHORITY</b>  |
| Tier 1                        | Petty Cash                        | Not to exceed \$499.99    | Treasurer, Chair, General Manager, or other person designated by the Board   |
| Tier 2                        | Written Quotes                    | \$500.00 to \$999.99      | Treasurer, Chair, or General Manager or other person designated by the Board |
| Tier 3                        | Written Quotes                    | \$1,000.00 to \$19,999.99 | Board  |
| Tier 4                        | Competitive Sealed Bids/Proposals | \$20,000.00 and up        | Board  |

B. The calculation of the threshold amount for approval authority purposes is based on the total cost for the original period of the award. The cost for optional renewals or extensions is not included when calculating the threshold amount.

C. If a Contract amendment or a change order results in a purchase qualifying in a higher tier, that Contract amendment or change order must be approved by the approval authority for the higher tier.

D. Splitting purchases to avoid obtaining quotations or Competitive Procurement is prohibited. Purchase orders or Contracts that are split to circumvent the requirements of this Ordinance are considered unauthorized purchases and are prohibited. Any Purchase Order or Contract made contrary to the provisions herein through Splitting is an ultra vires act, shall not be approved, and the TCAA shall not be bound thereby.

E. All Competitive Procurements are to be prepared by the General Manager or his/her Designee in conjunction with the Board and the TCAA Attorney, who will provide input on the scope of the Goods and/or Services needed, the legal ads, dates, opening, and other pertinent information as may be required.

F. Except as herein provided, it is a violation of Board policy for any officer, employee, or agent of the Board to order the purchase of any Goods or Services or to make any Contract within the purview of this policy other than through the guidelines established in this Ordinance. Any Purchase Order or Contract made contrary to the provisions herein is an ultra vires act, shall not be approved, and the TCAA shall not be bound thereby.

**3.2. Procurement Categories.**

- A. Tier 1: Petty Cash (not to exceed \$499.99).

Goods and Services with an estimated cost within the thresholds authorized in Section 3.1 for Tier 1 shall be procured through petty cash. Purchases at this level shall be deemed the responsibility of the Treasurer, General Manager, or such other person responsible for the budget line item under which the purchase is to be made as designated by the Board, and do not require competitive quotes of any type, except when deemed advisable by the Board or other such person responsible for the budget line item.

- B. Tiers 2 and 3: Written Quotations (not to exceed \$19,999.99).

1. Goods and Services with an estimated cost within the thresholds authorized in Section 3.1 for Tiers 2 and 3 shall be procured by competitive, written Quotations. Additionally, if there is an ongoing need for certain Goods and/or Services on a regular basis that would otherwise qualify for this category if viewed in isolation, then the provisions governing Tier 4 procurements shall be utilized if \$20,000.00 or more will be spent within a single Fiscal Year.

2. For purchases within the threshold for Tier 2, at least two (2) written quotations shall be obtained. For purchases within the threshold for Tier 3, at least three (3) written Quotations shall be obtained. In those instances where the securing of the required number of Quotations is not practicable, the General Manager or such other designated person shall provide written justification to the Board that he or she attempted to obtain written qualifications from at least five (5) qualified Vendors, and then the Board may waive the requirement for written Quotations.

3. The General Manager or such other person as designated by the Board shall clearly document the Goods and/or Services requested and when needed, contact information, the due date for the Quotation, any Vendor requirements, and other relevant transactional terms. The requested Goods and/or Services must be adequately described on a consistent basis to assure a like-to-like comparison among Vendors. This Written Quotation solicitation form shall be emailed, mailed or faxed to Vendors who have the required expertise and capability to perform.

4. Quotes must be on company letterhead, a TCAA approved quote form, or in a similar format with a date and signature of an authorized representative of the Vendor.

5. All Vendors providing written Quotations must have the required expertise and capability to perform the work or supply the Goods and/or Services. In determining if a Vendor has the capability to perform the work or supply the Goods and/or Services, consideration shall be given to the Vendor's geographic proximity to the TCAA for future ease of delivery, mobilization, or customer support after a purchase. The lowest cost, responsive and responsible Vendor who is capable of performing shall be awarded the contract.

6. Noticing of all Requests for Quotations shall not require a newspaper ad. However, all written Quotation solicitations shall be posted on the TCAA website for a minimum of five (5) business days so that interested Vendors may submit.

C. Tier 4: Competitive Procurements (equal to or greater than \$20,000).

Goods and Services with an estimated cost within the thresholds authorized in Section 3.1 for Tier 4 must comply with the Competitive Procurement provisions of Section 4 of this Procurement Policy and be approved by the Board. The Board, at its option, may also elect to utilize the Competitive Procurement provisions for any procurement less than \$20,000, as determined by vote of the Board.

### **3.3. Budget and Authority.**

A. It is the responsibility of each person purchasing Goods and Services to ensure sufficient and proper funding is available prior to obligation and/or expenditure.

B. No TCAA officer, employee, or agent, except in cases of Emergency as defined in this policy, or as provided by Chapter 252, Florida Statutes, shall issue any order for delivery on a Contract or open market procurement until there is, a sufficient unencumbered appropriation balance, in excess of all unpaid obligations, to defray the amount of such order and the order is for a budgeted Good or Service.

C. After determination of availability of funds, a Purchase Order may be approved by the Member or such other authorized person responsible for the budget line item under which the purchase is to be made, after receipt of the duly authorized Purchase Order or Contract and all procurement requirements as set forth in this ordinance have been met or waived.

D. The Board shall review and approve an annual budget of the TCAA. Upon approval of the budget, subsequent procurements that follow the guidelines set forth in this policy are considered to be authorized by the Board and the custodian of TCAA funds is authorized to process payment for such Goods and Services with the appropriate approval authority as outlined in Section 3.1 above.

### **3.4. Contracts and Purchase Orders.**

A. All procurements will be formalized by entering into either a Contract with the successful Vendor or issuing a Purchase Order to the successful Vendor in accordance with the TCAA's policies and procedures.

B. For Competitive Procurements, the award of a procurement and approval of a Contract with the Vendor may be brought to the Board at the same time and approved with a single majority vote of the Board members who are present and eligible to vote.

C. Contracts and Purchase Orders must be approved and executed by the entity with approval authority as provided in Section 3.1.

D. Change orders or amendments to existing Contracts and Purchase Orders must be approved and executed by the entity originally approving the Purchase Order or Contract as provided in Section 3.1. Should a Change Order or Amendment increase the total dollar amount such that the approval levels changes as provided in Section 3.1, then the change order or Contract amendment will be required to be re-approved by the appropriate approval authority. For Tier 4 purchases, in the event unforeseen circumstances necessitate the issuance of an immediate change order or Contract amendment to avoid seriously impairing a work in progress, which delay would threaten the public health, safety, or welfare, or would result in monetary penalties to the TCAA, the General Manager or the Chair is authorized to approve the change order or Contract amendment and then bring it to the Board for ratification at the next regularly scheduled Board meeting. Change orders and Contract amendments shall not be used to avoid any standard purchasing procedure for procurement by the competitive procedures.

**3.5. Receiving and Inspection.**

A. Immediately upon receipt of any Goods and/or Services, the General Manager or such other person as designated by the Board shall inspect such Goods and/or Services to ensure that it meets the Specifications as set forth in the Contract. The person should inspect for proper quantities, proper quality, prompt delivery, and any damages. The receiving person should have available a copy of the Contract for verification purposes. Any deviations should be immediately documented and sent to the supplier.

B. Signing a delivery slip does not necessarily constitute acceptance of an order. Any problems with an order should be documented and reported to the Vendor as soon as possible to resolve the issue.

**3.6. Payment of Invoice.**

A. All payment requests shall be made on authorized forms, be accompanied by the original documentation, have proper signatures based on purchase conditions and amount and shall be date and time stamped when turned in. All payments to Vendors shall be in accordance with the "Prompt Payment Act", Chapter 218 Part VII, Florida Statutes, which governs payment for Goods and Services by government agencies.

B. All requests for payments for a new Vendor will require obtaining a W-9 form from the Vendor before the payment will be processed. The General Manager, Treasurer, or such other person as designated by the Board will provide instruction as needed on policies and procedures for processing payment requests.

C. To the Extent the TCAA has obtained a tax exempt certificate and number from the Florida Department of Revenue, all direct purchases shall be made utilizing the TCAA's tax exempt certificate and number to exercise such tax-free benefit.

**3.7. Exemptions.**

A. The requirement for Competitive Procurement and written Quotations is waived for



the purchase of the following unless the Board determines that such is warranted for a specific purchase:

1. All books, periodicals, software, printed materials, artwork, photographs, film, film strips, video tapes, disk or tape recordings or similar material where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent with the State, a governmental agency, or a recognized educational institute;
2. Cooperative Purchasing (ref: Section 3.10);
3. All purchases of used equipment having a value of \$5,000.00 or less; however, each such purchase shall be supported by one independent estimate of value;
4. The purchase, lease, or rental of real property, except to the extent required by State law;
5. Real estate brokering, appraisals, abstracts of titles for real property and title insurance;
6. Sole Source purchases (ref: Section 3.8);
7. Public utility Services whose rates are determined and controlled by the Public Service Commission or other governmental authority, including but not limited to electricity, water, sewer, telephone and cable television services;
8. Expert witnesses and court reporter services;
9. Dues and memberships in trade or professional organizations;
10. Fees and costs of job-related seminars and training;
11. Approved travel expenses;
12. Statutorily dictated procurements;
13. Advertisements; Postage;
14. Emergency Procurements (ref. Section 3.11); and
7. Other Goods and/or Services as determined by the Board.

B. At the discretion of the General Manager or the Board, the requirement for Competitive Procurement may be waived for the purchase of:

1. Single Source purchases (ref. Section 3.9);

2. Technical, and/or unique functions performed by independent Vendors whose business is the rendering of such Services. This includes accountants, appraisers, attorneys, auditors, medicine and the medical arts, management and systems consultants, research, the arts and other professionals as designated by the Board, but does not include Professional Services subject to the Consultant's Competitive Negotiation Act; and

3. Other Goods and/or Services, as determined by the Board.

### **3.8. Sole Source.**

A. The term "Sole Source" means that the Goods or Services can be legally and reasonably purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does not justify a Sole Source purchase if, there is more than one potential supplier for that item. Use of Brand Names and model numbers does not constitute a Sole Source.

B. A contract may be awarded, except as otherwise provided for under state law, for certain Goods or Services without competition when the General Manager or such other person as designated by the Board, certifies in writing, after conducting a good faith review of available sources, that there is only one available source for the required Goods or Services. The item will be placed on the agenda for Board approval and certification that the Vendor has been determined to be a Sole Source.

C. The TCAA shall be authorized, after initial Sole Source certification, to make additional purchases for a Sole Source Vendor for not less than one year or until such time as contrary evidence is presented regarding Sole Source eligibility, whichever period is less.

### **3.9. Single Source.**

A. The term "Single Source" means that certain Goods or Services can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (repair parts, matching existing Equipment or materials) there is only one economically feasible source for the purchase.

B. Purchases of Goods and/or Services from a Single Source may be exempted from the Competitive Procurement requirements upon confirmation that: (1) the use is justified based on costs, interchangeability factors, and/or the recommendation of an engineer, architect, or other design professional; and (2) the rationale for Single Source is approved by the General Manager or such other person as designated by the Board. The item will be placed on the agenda for Board approval and certification that the Vendor has been determined to be a Single Source.

C. The TCAA shall be authorized, after initial Single Source certification, to make additional purchases for a Single Source Vendor for not less than one year or until such time as contrary evidence is presented regarding Single Source eligibility, whichever period is less.

### **3.10. Cooperative Procurement.**

A. The TCAA shall have the authority to purchase from and join with other units of governments in cooperative purchasing ventures when the best interest of the TCAA would be served thereby. It is standard policy of the TCAA to cooperate with other government agencies in the purchase of Goods and Services required by the TCAA.

B. The most common form of cooperative purchasing is purchasing from contracts issued by the State of Florida, Federal General Services Administration, and other government pricing for specific Goods and Services.

C. Unless otherwise in conflict with state or federal law, when any other government agency has competitively procured and awarded any contract for any Goods and/or Services, the TCAA may purchase such Goods and/or Services from the awarded Vendor at the awarded price if the original bid Specifications and award allow it. Where the participation in such cooperative purchase complies with the requirements of this Purchasing Policy, the TCAA shall be deemed to have complied with the provisions of this Policy. Such purchases shall be made without additional Competitive Procurement provided that funding has been appropriated and approved by the Board.

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

1. State and Purchasing Alliance Contracts. The TCAA is authorized to purchase Goods and/or Services for any dollar amount from authorized Vendors listed on the respective state contracts (state term continuing supply contracts, State Negotiated Agreement Price Schedules, the Sheriff's Association Statewide Purchasing Contract, or other such contracts authorized for use by local governments or special districts) of the Florida Department of Management Services, other state agencies and groups.

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

2. Federal GSA Contracts. The TCAA is authorized to purchase Goods and/or Services for any dollar amount from authorized Vendors listed on the eligible Federal Supply Schedules issued by the Federal Grant Services Administration.

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

3. **CONTRACTS FROM OTHER GOVERNMENT ENTITIES.** The TCAA shall have the authority to join with other units of government in cooperative purchasing ventures when the best interest of the TCAA would be served thereby, and the same is in accordance with State and federal law. The General Manager, or such other person designated by the Board, shall appropriately document such Cooperative Procurement arrangements. All Cooperative Procurements conducted under this section shall be through contracts awarded through full and open competition. Each selection method shall clearly state the intention to include participation by other units of government as a requirement for use in Cooperative Procurement. For all Cooperative Procurements from other government entities, the required documentation includes:

- a. A complete copy of the original bid/RFP;
- b. A copy of award letter/memo/agenda item with minutes by the government entity to the Vendor to document award;
- c. A complete copy of Vendor's Proposal; and
- d. A complete copy of the current contract with the Vendor and any amendments thereto.

### **3.11. Emergency Procurement.**

A. Emergencies under this section are defined in Section 2.0 Definitions, or as otherwise provided by applicable law.

B. In the case of emergencies that require the immediate purchase of Goods or Services, the Treasurer and General Manager are empowered to secure such Goods or Services without Competitive Procurement. In this event, all measures as are reasonably possible under the circumstances shall be taken to assure the maximum cost benefit to the TCAA of the Goods or Services procured.

C. Within five (5) business days following all purchases under this Emergency Procurement section, a report shall be prepared by the person who initiated the procurement. The report must include complete documentation clearly stating justification for exception from normal purchasing procedures, an itemization of all individual transactions relating to the Emergency procurement, an itemization of any additional work hours above and beyond the affected employees usual work schedule, and documentation of communication with other governmental entities (FEMA, SERT, etc.) that have taken place. This report must be submitted to the Board for ratification.

### **Section. 3.12. Bonds.**

A. The General Manager or Treasurer shall determine if a Bid Bond shall be required for any Competitive Procurement. All contracts for construction or facility improvements governed by 2 CFR §200.325, shall require bid bonds/deposits in accordance therewith for such projects exceeding the Simplified Acquisition Threshold in 2 CFR § 200.88. If required, the Bid

Bond will be five percent (5%) of the amount of the bid or Proposal. Unsuccessful Vendors are entitled to full return of their Bid Bond. Upon determination by the Board, the successful Vendor shall forfeit this Bid Bond, or a portion thereof, upon failure to enter into a Contract or act on the Purchase Order issued within ten (10) business days of the Notice of Award and presentation of a Contract by the TCAA, whichever occurs later.

B. The Treasurer or General Manager shall determine if Payment Bonds and Performance Bonds are required. All Contracts for Construction or repairs of public buildings and public works shall require payment and Performance Bonds in accordance with Section 255.05, Florida Statutes. All contracts for construction or facility improvements governed by 2 CFR §200.325, shall require payment and performance bonds in accordance therewith for such projects exceeding the Simplified Acquisition Threshold in 2 CFR § 200.88. Any required bond(s) shall be noted in the Competitive Procurement documents, if applicable.

1. All Contracts that require payment and Performance Bonds from a surety company shall require approval by the Board. Payment and Performance Bonds shall be at least 100% of the Contract price.

2. All required bonds shall be from a surety company authorized to do business in the State of Florida to guarantee the full and faithful performance of the Contractual obligations and the payment of labor and material expended pursuant to the Contract whenever and in such amounts as is deemed necessary by the TCAA. Alternative surety devices, such as Letters of Credit or cash, may be authorized by the TCAA.

## **SECTION 4. COMPETITIVE PROCUREMENTS.**

### **4.1. Standard Formats.**

Good and Services with an estimated cost within the threshold for Tier 3 shall be procured competitively through one of the following methods. It should be noted on all Competitive Procurements that the TCAA retains the right to reject any and all responses for any or no reason and may choose to re-procure at the discretion of the Board.

#### **4.1.1. Requests for Proposals (RFP).**

A. The Request for Proposals method of procurement is used when it is not practicable for the TCAA to specifically define the scope of work for which the Goods and/or Services is needed. Instead, the TCAA can describe what it wants to accomplish but the methods or means to accomplish the desired outcome cannot be easily defined. There may be several methods available to accomplish a task, and the TCAA is considering all the available options.

B. The RFP shall outline needs and objectives that will make up the Scope of Services to be addressed by the proposers. The TCAA shall prepare the criteria and development of the RFP which should include, but not be limited to, the following:

- Introduction
- Terms and Conditions
- Background
- Scope of Services Required
- Evaluation Criteria, including price
- Proposal Schedule
- Selection Process
- Required Forms
- Proposed Contract

C. All responses to a RFP that are deemed to meet the basic requirements of the Competitive Procurement and have not been rejected shall be ranked by the Board and/or a selection committee established by the Board based upon the evaluation criteria included within the RFP and presentations may be made for consideration.

D. The award will be made to the highest ranked proposer.

**4.1.2. Requests for Qualifications (RFQ).**

A. The Request for Qualifications method of procurement is used in the recruitment of qualified professional consulting Services, except for Professional Services which shall be procured pursuant to the Consultants' Competitive Negotiation Act as described pursuant to section 4.1.5 hereof. There may be several providers available to accomplish the work and the TCAA is considering all the available options.

B. The RFQ shall outline specific needs and objectives that will make up the Scope of Services to be addressed by the proposers. The criteria should include, but not be limited to, the following:

- Introduction
- Terms and Conditions
- Background
- Scope of Services Required
- Evaluation Criteria
- Proposal Schedule
- Selection Process
- Required Forms
- Proposed Contract

C. Proposers shall be ranked by the Board and/or a selection committee established by the Board based upon the evaluation criteria included within the RFQ and presentations may be made for consideration.

D. The award will be made to the highest ranked proposer.

**4.1.3. Invitation to Bid (ITB).**

A. The Invitation to Bid should be utilized when the TCAA is capable of establishing precise Specifications or defining, with specificity, a scope of Services for the Goods and/or Services sought. Through this process, Vendors are able to compete on a cost basis for like items or Services.

B. The ITB shall outline the Scope of Services to be addressed by the proposers. The criteria should include, but not be limited to, the following:

- Introduction
- Terms and Conditions
- Background
- Scope of Goods and/or Services Required
- Schedule
- Selection Process
- Required Forms
- Proposed Contract

C. In an Invitation to Bid process, the TCAA may consider the following factors in addition to price when determining whether a bidder is responsive and responsible:

1. Ability, capacity and skill of the bidder to perform the contract.
2. Whether the Vendor can perform the contract within the time specified, without delay, interference, or conflict with current workload.
3. Character, integrity, reputation, judgment, experience and efficiency of the Vendor.
4. Quality of performance of previous contracts.
5. Previous and existing compliance by the Vendor with laws and regulations relating to the contract.
6. Sufficiency of the financial resources and ability of the Vendor to perform the contract or provide the product or Service.
7. Quality, availability and adaptability of the supplies or Services to the particular use required.
8. Ability of the Vendor to provide further maintenance and Service for the use of the subject of the contract.
9. Number and scope of conditions attached to the bid or quote.

10. Qualifications of personnel, licensing and corporate qualifications.
11. Evidence of improper litigation.
12. Use of one or more subcontractors with a record of poor performance.

D. In the event the lowest responsive, responsible bid for a construction project exceeds the architectural or engineering cost estimates, the TCAA is authorized, when time or economic considerations preclude re-bidding of work of a reduced scope, to negotiate an adjustment of the scope of work with the lowest, responsive, responsible bidder, in order to bring the bid within the amount of available funds.

E. The award will be made by the Board to the lowest priced, responsive, and responsible bidder.

#### **4.1.4. Invitation to Negotiate (ITN).**

A. The Invitation to Negotiate should be utilized when the scope of the project is not clearly defined and the TCAA has determined that negotiations may be necessary to receive the best value. The Invitation shall invite Vendor input on the scope, schedule, and process for initiating the project. This method of procurement is frequently used in areas experiencing constant change in the marketplace and the TCAA wants the opportunity to obtain current up-to-date Goods and/or Services at the time of contracting.

B. The ITN shall outline the general Scope of Services to be addressed by the proposers. The ITN should include, but not be limited to, the following: shall include:

- Introduction
- General Conditions
- Background
- Evaluation Criteria
- Schedule and Selection Process.

C. Proposers shall be ranked by the Board and/or a selection committee established by the Board based upon the evaluation criteria included within the ITN and presentations may be made for consideration.

D. The award will be made to the highest ranked proposer.

#### **4.1.5. Consultants' Competitive Negotiation Act.**

The provisions and exemptions contained in Section 287.055, Florida Statutes (commonly known as the Consultants' Competitive Negotiation Act, or "CCNA"), shall apply to the TCAA's procurement of **ALL** Professional Services (professional architecture, engineering, landscape architecture, or registered surveying and mapping services) for projects that exceed certain statutory dollar thresholds. For more information on the Consultants' Competitive Negotiation



Act, please refer to sections 287.017 and 287.055, Florida Statutes.

**4.2. Advertisements for Competitive Procurements.**

A. Adequate public notice of all Competitive Procurements shall be provided as follows:

1. Noticing of all Competitive Procurements (unless otherwise provided herein, by general law, or waived by the Board) shall be done by publishing an Advertisement once in newspaper(s) of general circulation in Holmes County, Jackson County and Washington County, at least fifteen (15) calendar days prior to the date set for the receipt of Competitive Procurement Responses.

2. Section 255.0525, Florida Statutes, states that any construction project that is projected to cost more than two hundred thousand dollars (\$200,000.00) shall be publicly advertised at least once in a newspaper(s) of general circulation in Holmes County, Jackson County, and Washington County at least 21 calendar days prior to the bid received date and at least five (5) calendar days prior to any scheduled pre-bid conference. If the construction project is expected to cost more than five hundred thousand dollars (\$500,000.00), it must be advertised at least 30 calendar days prior to the bid received date and at least five (5) calendar days prior to any pre-bid conference.

3. All procurements for CCNA Professional Services must be noticed by publishing an Advertisement once in newspaper(s) of general circulation in Holmes County, Jackson County, and Washington County at least thirty (30) calendar days prior to the date set for receipt of responses.

4. The Advertisement shall include a general description of the Goods or Services to be purchased, the location where Specifications may be obtained, closing date, and the time and place for receipt of and the opening of the Competitive Procurement.

B. When advertised in newspapers, the advertisement shall also be listed on the official TCAA website.

C. Any addendums shall be Competitive Procurement listed on the official TCAA website.

D. Upon the advertisement of a Competitive Procurement, the Cone of Silence shall apply. The Cone of Silence shall terminate upon the issuance of the Notice of Award, the rejection of all Responses, or the termination of the Competitive Procurement, whichever occurs first. Violation of the Cone of Silence by a Vendor shall disqualify the Vendor from participation in the Competitive Procurement. The Cone of Silence shall not apply to:

1. Communications at any public proceeding or meeting, including pre-bid conferences, selection committee presentations or pre-award meetings.

2. Communications during contract negotiations between designated TCAA employees and the intended Vendor.

3. Communication with a Vendor by a TCAA employee or agent following Competitive Procurement opening to clarify the Vendor's Response.

4. Communication following the filing of a challenge to a Competitive Procurement between the protesting Vendor or the selected Vendor and designated TCAA employees or agents concerning the challenge.

5. Purchases exempt from Competitive Procurement pursuant to this policy.

#### **4.3. Responses.**

A. Responses to all Competitive Procurements shall be submitted to the TCAA no later than the date and time designated in the instructions. All Competitive Procurement Responses shall be opened in public at the time and place stated in the public notice with at least one (1) witness present.

B. The purpose of the opening is to record the responses received and to ensure that the responses are in compliance with the basic requirements of the Competitive Procurement. Responses are not analyzed for quality or substance at the opening. A recording of all responses received shall be available for public inspection in accordance with Florida law.

C. The TCAA shall have the authority to reject any and all responses for any reason. The TCAA will not be held responsible for any costs incurred by Vendors/bidders in the case of rejection. The TCAA also retains the authority to request additional information and waive or accept minor irregularities and correction of Non-Materials Mistakes.

D. A response submitted to the TCAA as part of a Competitive Procurement may not be withdrawn unilaterally by the respondent. Correction or withdrawal of inadvertently erroneous responses before or after the Competitive Procurement opening, or cancellation of awards or contracts based on such mistakes, may be permitted where appropriate when in the best interests of the TCAA and not in conflict with the basic principles of fair and open competition.

1. Mistakes discovered before the Competitive Procurement opening may be modified or withdrawn by written notice received by the person or entity designated in the procurement prior to the time set for opening.

2. After the Competitive Procurement opening, corrections of mistakes shall be permitted only to the extent that the Vendor can show by clear and convincing evidence that a Material Mistake of nonjudgmental character was made, the nature of the mistake, and the price actually intended. After the Competitive Procurement opening, no changes in prices or other provisions prejudicial to the interests of the TCAA or fair competition shall be permitted. The assigned unit price, when applicable, will be the prevailing decision when an extension price is in

error. In place of correction, a low bidder establishing a nonjudgmental Material Mistake of fact may be permitted to withdraw its bid if:

- a. The response was submitted in good faith;
- b. The magnitude of the error made would make enforcement a severe hardship;
- c. The miscalculation was not the result of gross negligence;
- d. The error was reported immediately to the TCAA; and
- e. It is not later than twenty-four (24) hours after the Competitive Procurement opening, except that if the following day is not a business day for the TCAA. In such case, a withdrawal may be made until 12:00 noon the next business day.

3. All decisions to permit the correction or withdrawal of responses, or to cancel awards or contracts based on Material Mistakes, shall be supported by a written determination by the TCAA Attorney.

#### **4.4. Award and Negotiation.**

A. Once the TCAA has determined the successful Vendor as provided for herein, the General Manager, or such person designated by the Board, shall prepare and post a Notice of Intent to Award the Competitive Procurement.

1. The Notice of Intent to Award shall be sent by electronic mail to the selected Vendor and all Responsive Vendors to the Competitive Procurement within 24 hours of the determination. The Notice of Intent to Award shall also be posted on the TCAA website within 24 hours of the determination.

2. Upon the Posting of the Notice of Intent to Award, the time period for a Procurement Challenge, as outlined in Section 4.5 below, shall begin to run.

B. After the challenge period in Section 4.5 has expired, the procurement shall be awarded with reasonable promptness. The Notice of Award shall be sent to the successful Vendor. The notice of award shall also be posted on the TCAA website. After conclusion of contract negotiations, all procurements will be formalized by entering into either a contract with the successful Vendor or issuing a Purchase Order to the successful Vendor, as described below.

1. Contracts (Written Contract) - A written contract, as described below, is used where a Purchase Order is not adequate to describe all the terms and conditions of the transaction, and is required to be executed by both parties. A Purchase Order, as described below, may be used as backup to a contract and processed as encumbrance of funds. All such written contracts shall be approved by the Board. A contract refers to a written document, between the

supplier, contractor, and/or Vendor and the TCAA. This document establishes the legal working relationship between two parties. It specifies everything that is to be provided: what, when, where, how much, how many, what size, what color, how delivered, where delivered, etc. It specifies how and when payments of Goods and Services are to be made, maintenance terms, guaranties, etc. The contract establishes in advance the ground rules of the terms and conditions.

2. Purchase Order - A Purchase Order is the TCAA's official legal document between the TCAA and contractor, issued separately or in conjunction with a contract. A Purchase Order is used to authorize a Vendor to proceed with the purchase of Goods and/or Services as specified, and obligates the TCAA for payment. The Purchase Order is used in support of other contracts or by itself to establish legal financial obligations. A Purchase Order may result from price research, informal Quotations, Sole Source or competitive negotiations, or Formal Solicitation of bids. A Purchase Order shall be issued upon receipt of an acceptable, authorized requisition, after having justification, competitive quotes, and bids or per the Purchasing Policy limits and after confirming the availability of funding. A Purchase Order is issued only after a requisition has been completed and approved. The Purchase Order must be written so that all the pertinent information is clear, concise and complete, therefore preventing any unnecessary misunderstandings with the Vendor.

3. Change Order or Contract Amendment - A Change Order or Contract Amendment is processed whenever a change to the original agreement is necessary. Change Orders or Contract Amendments are completed for modifications to scope, descriptions, unit cost, quantities, completion times etc. Change Orders and Contract Amendments shall ordinarily be approved by the applicable person having signature authority as designated in Section 3.1 hereof. However, should the Change Order or Contract Amendment increase the total dollar amount then the Change Order or Contract Amendment will be required to be approved by the Board. Change Orders and Contract Amendments shall not be used to avoid any standard purchasing procedure for procurement by the competitive procedures. The Change Order and Contract Amendment must be clearly and concisely defined as to the modifications and justification why the change is being requested.

C. Upon approval of the selection, the General Manager or such other person as the Board may designate will negotiate a contract with the top ranked Vendor, with the assistance of the TCAA Attorney, if requested. Should the General Manager or other Designee be unable to negotiate a satisfactory contract with the top ranked Vendor within a reasonable time, negotiations with that Vendor shall be formally terminated by letter to the Vendor. The General Manager or other Designee shall then undertake negotiations with the second ranked Vendor, if any. Failing to satisfactorily negotiate with the second most qualified Vendor, the General Manager or other Designee shall terminate negotiations by letter to the Vendor. The General Manager or other Designee shall then undertake negotiations with the third ranked Vendor, if any. Should the General Manager or other Designee be unable to negotiate a satisfactory contract with any of the selected Vendor, the General Manager or other Designee shall, with the approval of the Board, select additional Vendors from the original shortlist to continue negotiations or re-procure. Once a satisfactory contract has been reached, the contract shall be presented for to the Board approval and execution.

#### **4.5. Procurement Challenges.**

A. Any Notice of Intent to Award a Competitive Procurement may be challenged by a Vendor with a substantial interest, as defined below, on the grounds of material irregularities in the procurement procedure or material irregularities in the evaluation of the Responses. To initiate a challenge, the Vendor must file a Notice of Intent to Challenge the procurement in writing with the Procurement Department within 72 hours of Posting of the Notice of Intent to Award in accordance with Section 4.4 above. A formal written Procurement Challenge must then be filed in the TCAA within 5 business days of Posting of the Notice of Intent to Award. Failure to file a timely Notice of Intent to Challenge or failure to file a timely formal written Procurement Challenge shall constitute a waiver of the Vendor's right to challenge the Competitive Procurement and award.

1. Only prospective Vendors with a "substantial interest" that has been adversely affected by the TCAA's intended Award may protest the selection by complying with the requirements set forth herein. A prospective Vendor has a "substantial interest" if the Vendor would have been awarded the Contract but for the alleged mistake or irregularity described in the protest. If the TCAA determines that a Vendor does not have a "substantial interest," that Vendor is precluded from bringing a protest pursuant to this section.

2. A prospective Vendor objecting to terms, conditions, Specifications, procedures, selection criteria, or other matters set forth in the Competitive Procurement documents must make such objections in writing during the period of time set forth for questions and answers in the Competitive Procurement documents. A prospective Vendor who has not raised such objections in writing during the question and answer time may not use the procurement challenge process to object to these matters once a Notice of Intent to Award has been posted.

B. The Notice of Intent to Challenge shall contain at a minimum:

1. the name of the Vendor,
2. the Vendor's address,
3. e-mail address,
4. fax number and phone number,
5. the name of the Vendor's representative to whom notices may be sent,
6. the name and procurement number of the Competitive Procurement, and
7. a brief factual summary of the basis of the intended challenge.

C. The formal written Procurement Challenge shall contain at a minimum:

1. identify the Vendor and the Competitive Procurement involved,
2. include a clear statement of the grounds on which the challenge is based, refer to the statutes, laws, ordinances, or other legal authorities which the Vendor deems applicable to such grounds, and specifically request the relief to which the Vendor deems itself entitled by application of such authorities to such grounds.
3. Any other information that the challenger deems to be material to the protest; and
4. A procurement challenge bond in the form of a certified check, cashier's check, or money order made payable to TCAA in an amount equal to five (5) percent of the challenger's bid or one thousand dollars (\$1,000.00), whichever is less, provided, however, if no value is attached then the bond will be \$1,000.00. The entire amount of the bond is forfeited if the TCAA determines that the challenge was without merit, was filed to cause harm or delay, or was filed for some other improper purpose.
5. The Vendor shall mail a copy of the notice of challenge and the formal written Procurement Challenge to the successful Vendor.

D. Upon receipt of a timely filed and complete formal written Procurement Challenge, the General Manager, or such other person designated by the Board, shall stay Award of the Competitive Procurement until the challenge is resolved unless the General Manager, or such designated person by the Board, determines in writing that compelling circumstances exist which require that the Award be processed without further delay in order to protect the TCAA's interest or for the purpose of avoiding an immediate and serious danger to the public health, safety or welfare.

E. After receipt of the timely filed and complete written Procurement Challenge, the General Manager, or such other person designated by the Board, at his/her discretion, may meet with the challenger to discuss the allegations and to attempt to resolve the matter. The General Manager shall issue his/her decision on the challenge within fourteen (14) business days of the meeting, or if no meeting is requested, within fourteen (14) business days of receipt of the timely filed and complete written Procurement Challenge. Such decision shall be e-mailed or sent by facsimile to the challenger on the date of issuance.

F. The challenger may appeal the decision of the General Manager, or such other designated person, to the Board by filing a written appeal with the TCAA office within three (3) business days of issuance of the General Manager's decision. The appeal must be in writing and must include a full explanation of the basis of disagreement with the decision rendered by the General Manager, as well as the relief sought. The Board shall overturn the selection if the challenger proves by competent, substantial evidence that the selection did not comply in material respects with the requirements contained in the Competitive Procurement documents, with this Procurement Ordinance, or with applicable law.

G. Failure by a Vendor to comply with the timelines and requirements set forth herein shall result in an immediate invalidation and termination of the challenge and a waiver of the right to seek further redress or to appeal the alleged adverse action in a court of law.

H. Nothing herein relinquishes the TCAA's rights to waive irregularities and formalities in accordance with its procurement package and instructions. Further, nothing herein shall create any rights in the unsuccessful respondent. All decisions of the Board are final.

## **SECTION 5. ETHICS.**

A. Acceptance of gifts by officer, employees, or agents at any time, other than advertising novelties, is prohibited. Acceptance of entertainment is also prohibited. Officers, employees, and agents must not become obligated to any suppliers and shall not conclude any TCAA transaction from which they may personally benefit.

B. No TCAA officer, employee, or agent shall bid for, enter into, or be in any manner interested in any Contract for TCAA purchases nor shall any officer, employee, or agent seek to influence the purchase of a product or service from any bidder; except this restriction shall not be construed to restrict persons from evaluating and appraising the quality and value of the product to be purchased or service to be rendered where the person's scope of employment contemplates advice and council with respect to the purchase.

C. No official, employee, or agent of the TCAA shall participate in the selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the official, employee, or agent, or his or her immediate family has a financial or other interest in the firm selected or considered for award or any other circumstance concerning the selection, award or administration of any contract that would violate the standards of conduct in Section 112.313, Florida Statutes. The TCAA's officials, employees, or agents shall neither solicit nor accept gratuities, favors, or anything, regardless of value, from contractors, potential contractors, or parties to sub-agreements.

D. Violations of these standards of conduct may result in disciplinary action as set forth in Section 112.317, Florida Statutes, provided that such disciplinary action does not conflict with the jurisdiction of the State of Florida Commission on Ethics.

## **SECTION 6. GRANTS.**

A. Expenditures involving funds other than from the TCAA general fund may require special processing because of specific legal terms and conditions placed by the funding agency. Grants often have certain purchasing requirements that are different or additional to this Purchasing Policy and they require special purchasing procedures. The TCAA shall adhere to all special or additional rules and requirements applicable to grant funds, including any requirements pertaining to the applicable method of procurement. In the event of a conflict between the provisions of this Purchasing Policy and the provisions contained in a grant agreement, the TCAA shall adhere to the provisions found in the grant agreement.

B. Unless otherwise specified in the grant, all grant purchases shall follow the TCAA's

Purchasing Policy.

C. The provisions of 2 CFR 200 are hereby incorporated herein by reference and shall be applicable to procurements funded pursuant to a grant agreement that governed by those provisions.

## **SECTION 7. PUBLIC RECORDS AND PUBLIC MEETINGS.**

### **7.1. Public Records.**

A. The TCAA is governed by the state Public Records Laws provided in Chapter 119, Florida Statutes, and Article I, section 24(a) of the Florida Constitution. Pursuant to current state law, Responses to Competitive Procurements received by the TCAA are exempt until the TCAA provides the Notice of Intent to Award or until thirty (30) calendar days after opening, whichever occurs first. Certain proprietary and financial information from Vendors may also be trade secrets, confidential, or otherwise exempt from public disclosure.

B. If the TCAA rejects all Responses received pursuant to a Competitive Procurement and concurrently provides notice of its intent to reissue the Competitive Procurement, the rejected Responses remain exempt until the TCAA provides the Notice of Intent to Award for the reissued Competitive Procurement or until the TCAA withdraws the reissued Competitive Procurement. Responses may not remain exempt for more than 12 months from the date the TCAA rejected all Responses.

C. Official records and documents shall be retained per the requirements set forth in the Florida Statutes regarding records retention.

### **7.2. Public Meetings.**

A. The TCAA is governed by the state public meeting laws as provided in Section 286.011, Florida Statutes, and Article I, section 24(b) of the Florida Constitution. Any meetings of a board or committee where presentations, rankings, short listings, or other Award decisions are to be made shall be done at a duly noticed public meeting, unless otherwise exempt from Section 286.011, Florida Statutes.

B. Any portion of a meeting at which a negotiation with a Vendor is conducted pursuant to a Competitive Procurement, at which a Vendor makes an oral presentation as part of a Competitive Procurement, or at which a Vendor answers questions as part of a Competitive Procurement is exempt from Section 286.011, Florida Statutes.

C. Any portion of a negotiation team meeting at which negotiation strategies are discussed is exempt from Section 286.011, Florida Statutes.

D. For all Competitive Procurements a complete recording shall be made of any meeting, or portions thereof, that are exempt from state public meeting laws. The recording of, and



any records presented at, the exempt meeting are exempt from Section 119.07(1), Florida Statutes, until the TCAA provides Notice of Intent to Award or until 30 calendar days after opening the bids, Proposals, or final replies, whichever occurs first.

## **SECTION 8. MINORITY BUSINESS ENTERPRISE PROGRAM.**

A. The purpose of the Minority Business Enterprise program is to provide guidance for outreach to Minority Business Enterprises to ensure awareness and opportunities of doing business with the TCAA.

B. The Minority Business Enterprise program shall only apply to those projects, services, or commodities funded by a federal or state grant or agreement having minority business requirements and, not otherwise covered by a minority business enterprise program. The TCAA will ensure compliance with this purpose by ensuring its requirements are included in Request for Quotations and Competitive Procurements as it applies to both primary and subcontractors.

C. The TCAA will accept certification of Minority Business Enterprise status from the State of Florida Office of Supplier Diversity and the Florida Department of Transportation (FDOT) DBE program in lieu of creating its own certification program. The TCAA may also consider and accept certification from other State of Florida, county or city programs on a case by case basis.

D. The TCAA will utilize the State of Florida Office of Supplier Diversity and, when deemed appropriate, FDOT directories to notify certified Minority Business Enterprise Vendors of procurement opportunities with the TCAA. The efforts of such outreach shall be maintained in the original procurement solicitation file.

E. Each Vendor that intends to use subcontractors shall also use the State of Florida Office of Supplier Diversity and, when deemed appropriate, FDOT directories to solicit Minority Business Enterprises for subcontracting opportunities under a primary contract. Each Vendor that intends to use subcontractors shall be responsible for documenting outreach activities in accordance with the Competitive Procurement solicitation and the Contract.

## **SECTION 9. AIRPORT PROMOTIONAL TRAVEL AND PROMOTIONAL EXPENSES.**

(A) TCAA is authorized and approved to make expenditures of airport revenues to publicize, advertise, and promote the activities of the TCAA's airport; to make known the advantages, facilities, resources, products, attractions, and attributes of the TCAA's airport; to create a favorable climate of opinion concerning the TCAA's airport; to cooperate with other agencies, public and private, to accomplish these purposes; and, in furtherance thereof, to authorize expenditures for the purposes here enumerated, including meals, hospitality, and entertainment of persons in the interest of promoting and engendering goodwill toward its airports (other than direct subsidy of air carrier operations which is prohibited) provided they are in accordance with section 331.20, Florida Statutes.

(B) All travel, meals, hospitality, and entertainment of person's expenses shall be pre-approved by the board and must not exceed \$1,000.00 for any occurrence without the specific

approval of the Board.

Approved by the Tri-County Airport Authority on the 10<sup>TH</sup> day of APRIL, 2018.

A handwritten signature in cursive script, reading "Herb Locke", written over a horizontal line.

Herbert J. Locke, Jr., Chair